CITY COUNCIL
AGENDA
TUESDAY, JUNE 14, 2016

Work Session Agenda

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

Transportation Update - Transportation And Infrastructure Committee

- Transportation Update
- Military Highway Urban Development Area Study
- Transportation Extension Study

5:00 PM

Break for Dinner

Closed Session

- Real Estate Matters

Council Interests

Documents: 06-14-16 COUNCIL INTERESTS.PDF

Glass Art Centric Boutique Hotel

Presenter: *Peter Chapman, Deputy City Manager, Chuck Rigney, Director of Development*

Short Term Rentals

Presenter: *Adam Melita, Deputy City Attorney*

Additional Documents

Documents: 06-14-16 CITY PLANNING COMMISSION PUBLIC HEARING RESULTS FROM MAY 26.PDF, 06-14-16 MEMO - APPEAL OF COA DECISION AT 534 PEMBROKE AVE.PDF, 06-14-16 MEMO - SPECIAL EXCEPTION - SALVATION ARMY THRIFT STORE.PDF, 06-14-16 MINUTES OF CITY COUNCIL MEETING OF MAY 24.PDF, 06-14-16 NONSTANDARD LOT CERTIFICATE - 956 NORCHESTER AVENUE.PDF, 06-14-16 NONSTANDARD LOT CERTIFICATE - 3426 THOMAS STREET.PDF, 06-14-16 PENDING LAND USE ACTIONS.PDF

Announcement Of Meeting

Documents: 06-14-16 ANNOUNCEMENT OF MEETING.PDF

Formal Session

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

Prayer

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

Public Hearings

PH-1

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments approving the terms and conditions of a Lease of space in City Hall to **Suntrust Bank** for the location of an ATM machine.

Documents: PH-1 LEASE AGREEMENT WITH SUNTRUST BANK.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, to hear comments on the conveyance to **Balance Builders, Inc.** of a certain parcel of property located at **4014 Powhatan Avenue** for the total sum of $18,000.00 in accordance with the terms and conditions of the Purchase and Sale Agreement.

Documents: PH-2 SALE OF PROPERTY AT 4014 POWHATAN AVE TO BALANCE BUILDERS, INC..PDF

PH-3

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the issuance of up to $175,000,000 in General Obligation Bonds (the "Bonds") of the City of Norfolk, Virginia (the "City"), to finance a portion of the City's Capital Improvement Program.

Documents: PH-3 SERIES 2016 GENERAL OBLIGATION CAPITAL IMPROVEMENT BOND ISSUANCE.PDF

Regular Agenda

R-1

Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the issuance and sale by the City of Norfolk, Virginia, of up to $360,000,000 in **General Obligation Refunding Bonds** to refund earlier bond issues," will be introduced in writing and read by its title.

Documents: R-1 AUTHORIZATION TO ISSUE GENERAL OBLIGATION REFUNDING BONDS.PDF

R-2

Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the issuance and sale by the City of Norfolk, Virginia, of up to $160,000,000 in **Water Revenue Refunding Bonds** to refund earlier bond issues," will be introduced in writing and read by its title.

Documents: R-2 AUTHORIZATION TO ISSUE WATER REVENUE REFUNDING BONDS.PDF

R-3

Letter from the City Manager and the following two Ordinances:

An Ordinance entitled, "An Ordinance to grant a Certificate of Appropriateness for replacement of the roof on a residential property at **534 Pembroke Avenue** and located in a Historic District," will be introduced in writing and read by its title.

Documents: R-3 APPEAL TO CITY COUNCIL - CERTIFICATE OF APPROPRIATENESS AT 534 PEMBROKE AVE.PDF

R-3A

An Ordinance entitled, "An Ordinance to deny a Certificate of Appropriateness for replacement of the roof on a residential property at **534 Pembroke Avenue** and located in a Historic District," will be introduced in writing and read by its title.

R-4

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Granby Development Certificate to permit the renovation of an existing warehouse to provide residential dwelling units on property located at **210 East 22nd Street**," will be introduced in writing and read by its title.

Documents: R-4 GRANBY DEVELOPMENT CERTIFICATE AT 210 E. 22ND ST - THE MONUMENT COMPANIES.PDF

R-5

Letter from the City Manager and an Ordinance entitled, "An Ordinance to approve and adopt a schedule of fees related to the cost of implementing and enforcing the **Uniform Statewide Building Code**," will be introduced in writing and read by its title.

Documents: R-5 ADOPT SCHEDULE OF FEES FOR UNIFORM STATEWIDE BUILDING CODE.PDF

R-6

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Special Exception to permit the operation of an automobile storage yard for "DAC Warehouse, LLC" on property located at **429 West 24th Street**," will be introduced in writing and read by its title.

Documents: R-6 SPECIAL EXCEPTION - WORK PROGRAM ARCHITECTS.PDF

R-7

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 "Starbucks" on property located at **7600 Hampton Boulevard**," will be introduced in writing and read by its title.

Documents: R-7 SPECIAL EXCEPTION - STARBUCKS - 7600 -7620 HAMPTON BLVD.PDF

R-8

Letter from the City Manager and the following three Ordinances:

An Ordinance entitled, "An Ordinance to granting a Special Exception to permit a commercial drive-through for "Starbucks" on property located at **2000 Colonial**

Avenue, Unit 12," will be introduced in writing and read by its title.

Documents: R-8 SPECIAL EXCEPTION - STARBUCKS - 2000 COLONIAL AVE.PDF

R-8A

An Ordinance entitled, "An Ordinance granting a Pedestrian Commercial Overlay District Development Certificate to permit the construction of a new retail sales and eating establishment on property located at **2000 Colonial Avenue, Unit 12**," will be introduced in writing and read by its title.

R-8B

An Ordinance entitled, "An Ordinance vacating a portion of a building line situated on the north side of **West 20th Street between Colonial Avenue and Debree Avenue**," will be introduced in writing and read by its title.

R-9

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Special Exception authorizing the sale of alcoholic beverages for off-premises consumption at an establishment known as "Elixia" on property located at **257 Granby Street**," will be introduced in writing and read by its title.

Documents: R-9 SPECIAL EXCEPTION - ELIXIA.PDF

R-10

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Special Exception to permit the operation of an automobile repair facility on property located at **5880 to 5888 Poplar Hall Drive**," will be introduced in writing and read by its title.

Documents: R-10 SPECIAL EXCEPTION - DALE STOCKS, SR..PDF

R-11

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Special Exception to permit the construction of a communication tower (commercial) on property located at **5880 to 5888 Poplar Hall Drive**," will be introduced in writing and read by its title.

Documents: R-11 SPECIAL EXCEPTION - T-MOBILE.PDF

R-13

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Special Exception authorizing the operation of an eating and drinking establishment known as "Little Dog Diner" on property located at **1917 Colley Avenue**," will be introduced in writing and read by its title.

Documents: R-13 SPECIAL EXCEPTION - MIKE BASHAM.PDF

R-14

Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the amendment of the **Revolving Loan Fund Plan**, as approved by the United States Department of Commerce Economic Development Administration, authorizing the Cooperation Agreement to be entered into with the Economic Development Authority, and, appropriating and authorizing the expenditure of up to $625,000.00 in Grant Funds in furtherance of the Norfolk Revolving Loan Fund Plan dated October 2015," will be introduced in writing and read by its title.

Documents: R-14 REPROGRAMMING OF FEDERAL ECONOMIC DEVELOPMENT ADMINISTRATION GRANT.PDF

R-15

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

Documents: R-15 YOUNG TERRACE AND DIGGS TOWN COMMUNITIES - NRHA RENOVATIONS.PDF

R-16

Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **749 Boush Street, LLC** to encroach into the right-of- way of **Boush Street and Grace Street** with an underground footer and concrete flood wall" will be introduced in writing and read by its title.

Documents: R-16 ENCROACHMENT AT 749 BOUSH ST - 749 BOUSH STREET, LLC.PDF

R-17

Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Virginia Natural Gas** to encroach into the right-of-way of **Lance Road** with an overhead canopy," will be introduced in writing and read by its title.

Documents: R-17 ENCROACHMENT AT 1184 LANCE RD - VIRGINIA NATURAL GAS.PDF

R-18

Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Richard and Judy Levin** to encroach into the right-of- way at **240 W. 21st Street** with a canopy, sign, pilasters, capitals, window trim and lighting," will be introduced in writing and read by its title.

Documents: R-18 ENCROACHMENT AT 240 W 21ST ST - RICHARD AND JUDY LEVIN.PDF

R-19

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting Blue Marble and Sun, LLC permission to encroach into the right-of-way at **9659 First View Street** approximately 187 square feet for the purposes of outdoor dining and approving the terms and conditions of the Encroachment Agreement," will be introduced in writing and read by its title.

Documents: R-19 ENCROACHMENT FOR OUTDOOR DINING AT 9659 FIRST VIEW ST - BLUE MARBLE AND SUN, LLC.PDF

R-20

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

Documents: R-20 RIGHT OF ENTRY FOR MILITARY HIGHWAY CONTINUOUS

FLOW INTERSECTION PROJECT.PDF

R-21

Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a License Agreement with the **Western Tidewater Water Authority** for the operation and maintenance of a raw water main across City of Norfolk property located in the City of Suffolk," will be introduced in writing and read by its title.

Documents: R-21 LICENSE AGREEMENT WITH WESTERN TIDEWATER WATER AUTHORITY.PDF

R-22

Letter from the City Manager and an Ordinance entitled, "An Ordinance finding a public necessity for the acquisition in fee simple of certain property located at **312 and 314 Brockwell Avenue** for the purpose of construction of a retention pond; approving the acquisition of the property by Purchase Agreement or Condemnation; and authorizing the expenditure of a sum of up to $46,000.00 from funds heretofore appropriated for acquisition of the property and all related transactional costs," will be introduced in writing and read by its title.

Documents: R-22 ACQUISITION OF PROPERTY AT 312 AND 314 BROCKWELL AVE.PDF

R-23

Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a **Nonexclusive Telecommunications Franchise Agreement** with Mobilite, LLC," will be introduced in writing and read by its title.

Documents: R-23 NONEXCLUSIVE TELECOMMUNICATIONS FRANCHISE AGREEMENT - MOBILITIE, LLC.PDF

R-24

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting with appreciation the donation of $5,710 to the City from the **Hampton Roads Community Foundation** and appropriating and authorizing the use of the funds to support **Library Services and Programs**," will be introduced in writing and read by its title.

Documents: R-24 DONATION FROM HAMPTON ROADS COMMUNITY FOUNDATION.PDF

R-25

Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Norfolk Outlets, LLC** to encroach into the right-of-way of **Northampton Boulevard and Miller Store Road** with signage," will be introduced in writing and read by its title.

Documents: R-25 ENCROACHMENT AT MILLER STORE RD - NORFOLK OUTLETS, LLC.PDF

R-26

Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting Jack Mavromatis, Jr., Louis Mavromatis and Helen Christie to encroach into the right-of-way at **117 W. 21st Street** with signage and an awning," will be introduced in writing and read by its title.

Documents: R-26 ENCROACHMENT AT 117 W 21ST ST - JACK

MAVROMATIS.PDF

R-27

Letter from the City Manager and an Ordinance entitled, "An Ordinance to repeal Sections 16-177 to 16-184 of the *Norfolk City Code, 1979* **SO AS TO** dissolve the Norfolk Municipal Bond Commission," will be introduced in writing and read by its title.

Documents: R-27 DISSOLUTION OF THE MUNICIPAL BOND COMMISSION.PDF

R-28

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $2,547.25, plus interest to **Zahn Court Reporting, Limited** based upon the overpayment of its **Business License Tax for the year 2016**," will be introduced in writing and read by its title.

Documents: R-28 TAX OVERPAYMENT REFUND - ZAHN COURT REPORTING.PDF

R-29

Letter from the City Attorney and an Ordinance entitled, "An Ordinance to schedule the starting time of the organizational city council meeting at 2:00 p.m., **Friday, July 1, 2016** in the Council Chamber," will be introduced in writing and read by its title.

Documents: R-29 COUNCIL ORGANIZATIONAL MEETING.PDF

R-30

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

Documents: R-30 COOPERATION AGREEMENT WITH THE ECONOMIC DEVELOPMENT AUTHORITY.PDF

THE CITY OF NORFOLK

June 10, 2016

City Council;

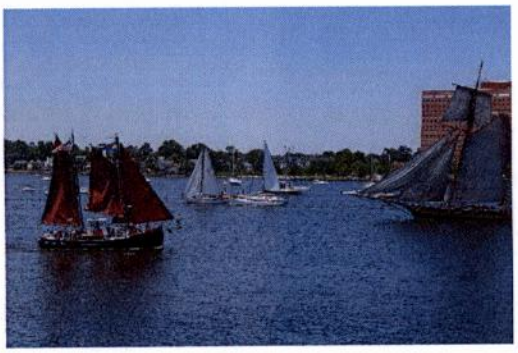
Today's memo includes information from the May 24th Council meeting. Highlights include:

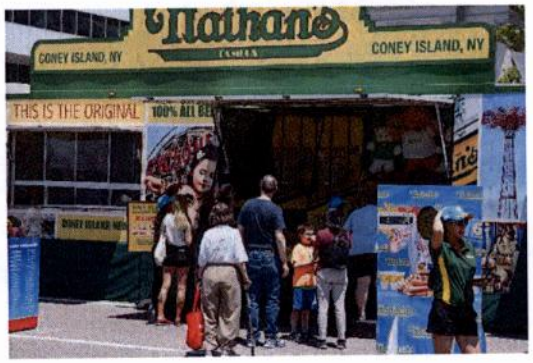
- Traffic Signal Timing
- Commercial Property Landscaping
- Building Security

In addition, contractors will start resurfacing 35th Street and Tidewater Drive from I-264 to Norview Avenue next week. Some of the work on Tidewater Drive will take place in the evening beginning on June 16th. Crews are scheduled to finish 35th Street by the end of June and Tidewater Drive by mid-July.

Norfolk is taking center stage in the new political thriller movie "Public Affairs". Filming starts this weekend and stars Adrian Grenier and Mimi Rogers. Grenier, best known for his role on HBO's "Entourage," plays a campaign aide who lands in trouble after sleeping with the wife of a presidential candidate. Rogers, best known as Tom Cruise's ex co-stars.

Harborfest is celebrating its 40th anniversary this weekend! The Parade of Sail took place this afternoon much to the delight of thousand of onlookers. On Sunday, Harborfest will host the Nathan's Famous Hot-Dog Eating Contest qualifier. The top male and top female finishers will go on to compete in the finals at the original Nathan's Famous in Coney Island on July 4th.





810 UNION STREET ▪ NORFOLK, VIRGINIA 23510 ▪ 757-664-6510
www.norfolk.gov

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:	June 10, 2016

Today's memo includes information regarding Council Interests from Tuesday, May 24th Informal Session.

Norfolk Southern Coal Dust Study Update: The 18 month study is in progress and so far, the first quarter results are in. Norfolk Southern Railway Company (NS) has entered into a voluntary agreement with the Virginia Department of Environmental Quality (DEQ) to operate three air monitors near the Lamberts Point Coal Pier for a period of 18 months for purposes of obtaining representative 24-hour PM10 (coarse dust particles) concentrations. At the end of the 18-month monitoring period, DEQ will validate the data and submit to the Virginia Department of Health (VDH) for evaluation of health impacts. DEQ has received the first quarter monitoring results from this 18-month sampling program, which started August 1, 2015. The raw data from the first quarter report indicates that all PM10 concentration values from all three monitors were well below the 24-hour National Ambient Air Quality Standard (NAAQS).

Ice Cream Trucks: The City Attorney's Office is working with Public Works to review and amend the City Code to regulate ice cream trucks around schools.

Virginia Beach Blvd. Underpass: Public Works crews inspected the underpass. Crews will clean up the trash and graffiti. The light bulbs were updated to LED bulbs this spring. Staff will re-evaluate the lighting.

Traffic Light Signalization: Public Works reviewed Tidewater Drive signal timings and operations. Staff found one piece of "bad data" at the Biltmore intersection which was causing some unnecessary stops. The system is working correctly from Little Creek to Brambleton. The signal coordination can move a typical driver commuting southbound in the morning the entire distance (5 miles, 17 signals) with very little delay. The only exception is when congestion occurs in the areas of Cromwell and Lafayette.

Chesterfield Heights Traffic Signals: The traffic signals at the interchange of Ballentine Blvd., I-264, and Westminster, are the most complex in the City. Due to their proximity all three signals are operated as one unit from one traffic controller. The entire operational grouping is tied to the Tide Light Rail crossing, and the traffic signal is pre-empted to service the train each time one crosses, in either direction. When this occurs, the traffic signals can remain red for a long time.

Within the past couple of years Public Works has improved vehicle detection and timings at this intersection to minimize impacts, and another detection upgrade is planned with an upcoming project. Staff has plans to upgrade the traffic signal timing when the traffic control software is updated. Staff has submitted the plan to Virginia Department of Transportation for funding.

Commercial Properties Landscaping: Neighborhood Development, Planning and Recreation, Parks and Open Space (RPOS) are teaming up to conduct a sweep this summer of the major commercial corridors in the City. This comprehensive plan will identify missing and poorly-maintained landscaping and issue corrective action notices timed to correspond with the fall planting cycle. The sweep will use new Smart Permitting system tied to a database of site plans and landscaping requirements within the last three years.

In addition, Neighborhood Development will attempt to identify one or more funding opportunities that could be used to help existing business sites without landscaping establish some appropriate landscape. Staff believes this effort will contribute to improving the appearance of the corridors.

This effort will initially focus on Virginia Beach Blvd, Military Hwy, Little Creek Rd, Tidewater Dr, Ocean View Ave, Princess Anne Rd, North Colley Ave, Hampton Blvd and Chesapeake Blvd.

Tree Replacement at Business: In 2013, the City received an inquiry about whether or not the removal of a portion of the front of the 7-11 store—including the landscaping—would have any effect on the conforming status of the commercial use located there. The Virignia Department of Transportation conducted the removal as part of the Military Highway road-widening south of the former Lansdale traffic circle.

Lake Whitehurst Vegetation: Utilities staff inspected the area. This portion of the water reservoir is intended to allow natural vegetation.

Building Security: The City is working a comprehensive security approach for City facilities. The departments of General Services, Police (Criminal Intelligence Unit), Communications & Technology and the City Attorney's Office have collaborated to review the City's current security protocol and have discussed plans for enhancements.

Staff met with nearby cities to review security best practices. This included a field site visit to the City of Richmond and a meeting with their Chief of Security. Since our initial assessment, we have increased security guard and police presence during official meetings and events in the City Hall Building. We plan to install technological upgrades such as security cameras in strategic locations, an upgraded centralized monitoring station and magnetic key card access for restricted areas. Several departments have weighed in on the prospective plans. At some point in the near future we may see access limited to the North and South ingress/egress areas of the City Hall Building with a potential sign-in protocol for visitors/guests.

Police Officer Memorial: The request is now being processed to have an honorary street sign placed above the Wellington Street and Stanley Street sign that reads "Brian Jones Way." Staff did not receive any public

comments opposing the sign by the close of the public comment period. The request will be sent to the City Attorney for preparation of an ordinance for City Council.

Have a good weekend.

THE CITY OF NORFOLK

MEMORANDUM

TO: City Council

THROUGH: Marcus D. Jones, City Manager

CC TO: City Attorney, City Clerk

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

SUBJECT: May 26, 2016 City Planning Commission Public Hearing Results

DATE: June 10, 2016

Attached are the results from the May 26, 2016 Norfolk City Planning Commission public hearing. This report will be prepared on a monthly basis, following each Planning Commission public hearing, to ensure you are informed of Planning Commission actions. No action is required on this report.

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

NORFOLK CITY PLANNING COMMISSION PUBLIC HEARING AGENDA
MAY 26, 2016
RESULTS

The Norfolk City Planning Commission will hold a public hearing on May 26, 2016 at 2:30 p.m. in the City Council Chamber, 11th Floor, City Hall Building, Civic Center, Norfolk, Virginia to consider the following applications:

DEVELOPMENT CERTIFICATES

APPROVAL RECOMMENDED, 7-0

1. **THE MONUMENT COMPANIES,** to grant a Granby Development Certificate without waivers to permit a substantial renovation of an existing structure located at 210 East 22nd Street.

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

CONTINUED TO THE JUNE 23RD, 2016 PUBLIC HEARING

2. **21ST STREET PAVILION SHOPS,** to grant a development waiver for a 21ST Street Pedestrian Commercial Overlay (PCO-21st Street) development certificate to permit a substantial renovation of an existing, nonconforming sign at the *21st Street Pavilion Shops* located at 222 West 21st Street.

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

CONTINUED AGENDA

WITHDRAWN

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

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

APPROVAL RECOMMENDED, 7-0

2. **RICHARD LEVIN,** for a change of zoning from C-2 (Corridor Commercial), Pedestrian Commercial Overlay – RIVERVIEW (PCO-RIVERVIEW) and R-8 (Single-Family) districts to conditional C-2 and Pedestrian Commercial Overlay – RIVERVIEW districts on properties now or formally known as 3920 Granby Street and 3917 Columbus Avenue; excludes the easternmost 5,000 square foot portion of the premises fronting Columbus Avenue.

   The purpose of the requests is to develop the site with a parking lot to serve the theater building located directly to the south of the site, excluding the 50x100-foot portion of property along Columbus Avenue, which will remain zoned R-8 (Single-Family).

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

APPROVAL RECOMMENDED, 5-2

3. **SALVATION ARMY FAMILY STORE,** for a special exception to operate a used merchandise establishment on property located at 2340 E. Little Creek Road.

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

REGULAR AGENDA

APPROVAL RECOMMENDED, 7-0

1. **CITY OF NORFOLK,** for the following applications at 900-901 Asbury Avenue:
   a. Amendment to the future land use designation in the general plan, *plaNorfolk2030*, from Institutional to Office.
   b. Change of zoning from IN-1 (Institutional) to BC-1 (Business and Commerce Park) district.

   The purpose of this request is to accommodate an expansion of the Central Business Park on the site of the former Oakwood Elementary School.

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

APPROVAL RECOMMENDED, 7-0

2. **NORFOLK CITY COUNCIL,** to modify the Table of Contents within with City's general plan, *plaNorfolk2030,* to add the *City of Norfolk Sand Management Plan* and to incorporate the Sand Management Plan by reference within Appendix B of *plaNorfolk2030.*

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

APPROVAL RECOMMENDED, 7-0

3. **CITY PLANNING COMMISSION,** for a zoning text amendment to section 14-4.2, "Festivals, bazaars, outdoor sale events, carnivals and circuses," of the *Zoning Ordinance* to increase the number of days allowed for such temporary events within the Pedestrian Commercial Overlay districts.

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

CONTINUED TO THE JUNE 23RD, 2016 PUBLIC HEARING

4. **CITY PLANNING COMMISSION,** for a zoning text amendment to section 2-3, "Definitions," and Table 4-A, "Residential Districts Table of Land Uses," within the City's *Zoning Ordinance* to amend definitions and regulations pertaining to "Family" and "Group Home" to maintain consistency with the requirement that state-licensed group homes be treated the same as single-family.

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

CONTINUED TO THE JUNE 23RD, 2016 PUBLIC HEARING

5. **CITY PLANNING COMMISSION,** for a zoning text amendment to Table 7-A, "Industrial Districts Table of Land Uses," within the City's *Zoning Ordinance* to allow "Heavy Equipment Rental, Sales and Service" to be a permitted use within the I-2 (Light Industrial) district.

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

APPROVAL RECOMMENDED, 7-0

6. **COMMONWEALTH PRESERVATION GROUP,** to designate the existing structure at 6651 Talbot Hall Court as a Norfolk Historic Landmark.

   The purpose of this request is to designate the historic Talbot Hall manor house as a Norfolk Historic Landmark.

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

APPROVAL RECOMMENDED, 7-0

7. **WORK PROGRAM ARCHITECTS,** for a special exception to operate an automobile storage yard at 429 W. 24th Street.

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

APPROVAL RECOMMENDED, 7-0

8. **DALE D. STOCKS, SR.,** for a special exception to operate an automobile repair establishment at 5880 Poplar Hall Drive.

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

APPROVAL RECOMMENDED, 7-0

9. **T-MOBILE,** for a special exception to construct and operate a communication tower (commercial) at 5880 Poplar Hall Drive.

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

APPROVAL RECOMMENDED, 7-0

10. **STARBUCKS,** for the following applications at 2000 Colonial Avenue, unit 12:
    a. Special exception to operate a commercial drive-through.
    b. 21st Street Pedestrian Commercial Overlay (PCO-21st Street) development certificate.

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

APPROVAL RECOMMENDED, 7-0

11. **STARBUCKS,** for a special exception to operate a commercial drive-through at 7600-7620 Hampton Boulevard.

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

APPROVAL RECOMMENDED, 7-0

12. **ELIXIA,** for a special exception to permit the sale of alcoholic beverages for off-premises consumption at 257 Granby Street.

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

APPROVAL RECOMMENDED, 7-0

13. **LITTLE DOG DINER,** to amend a previously granted special exception to operate an eating and drinking establishment at 1917 Colley Avenue.

    The purpose of the request is to allow the existing diner to increase the available hours of alcohol sales.

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

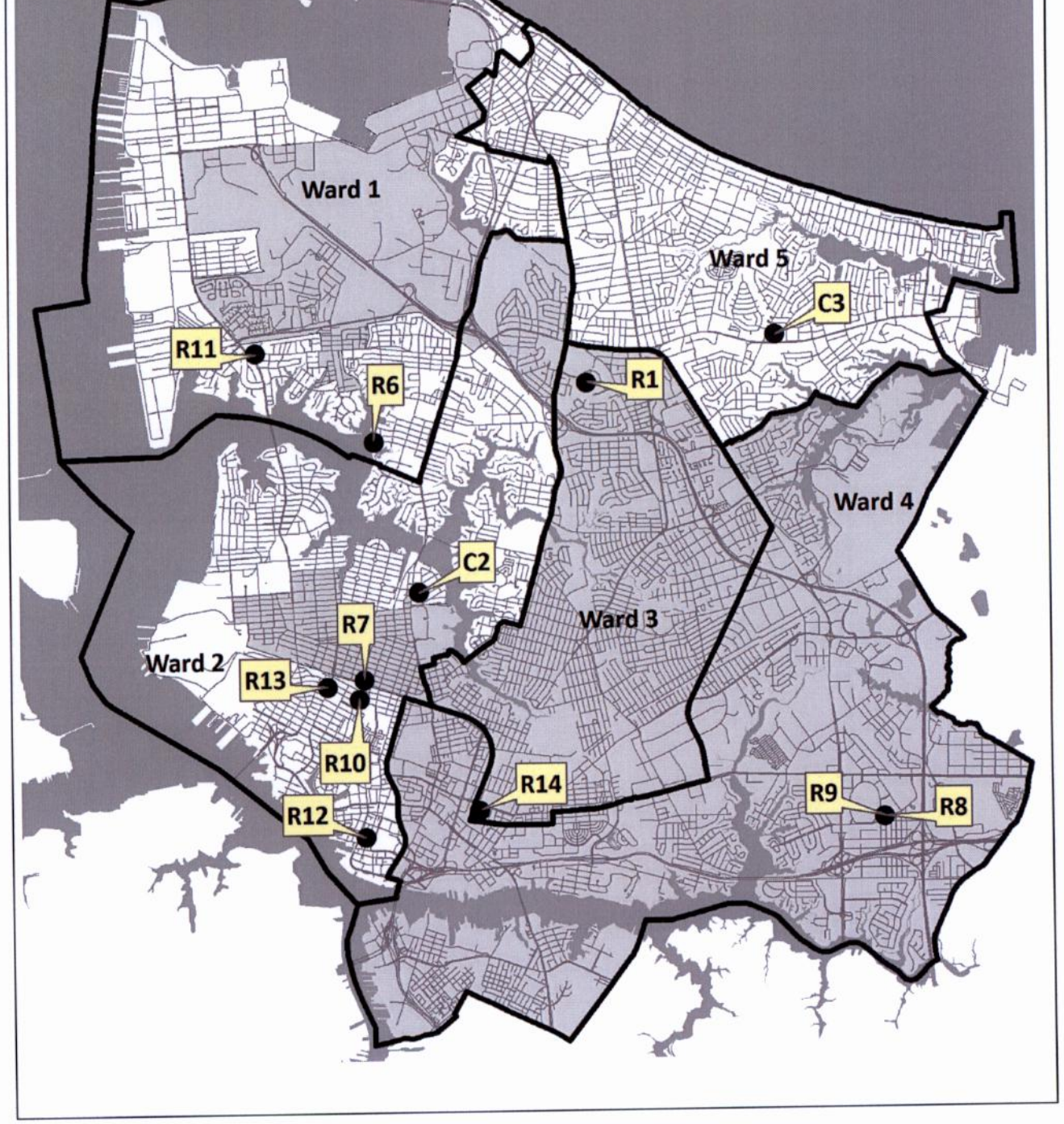
APPROVAL RECOMMENDED, 7-0

14. **NRHA,** for the following street closures:
    a. Portion of May Avenue, lying between East Virginia Beach Boulevard to the north and Booth Street to the south.
    b. Portion of a 10' lane lying south of East Virginia Beach Boulevard, between May Avenue and Cecelia Street.

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

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

George M. Homewood, AICP, CFM
Executive Secretary



Planning Commission Items
MAY

0 4,000 8,000 16,000 Feet

Superwards

6

7

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This map is for graphic purposes only.

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

NORFOLK

Inter Department Correspondence

TO: Members of the City Council

FROM: Adam Melita, Deputy City Attorney

COPIES TO: Bernard Pishko, City Attorney; Breck Daughtrey, City Clerk; George Homewood, Director of City Planning

SUBJECT: Certificate of Appropriateness at 534 Pembroke Avenue

June 10, 2016

The attached documentation chronicles the consideration of an application for a certificate of appropriateness (COA) for the replacement of a roof at the residence located at 534 Pembroke Avenue and is provided to you as background related to the appeal scheduled to appear on an upcoming docket of the City Council.

A COA is required because the property is located in the Ghent Historic and Cultural Conservation district. ZONING ORDINANCE § 9-3.1. An application for a COA is reviewed by the Architectural Review Board (ARB), which decides on whether to approve or deny it. ZONING ORDINANCE § 9-3.5(a). Anyone who owns property in the historic district where this application arises has the right to appeal the decision to the City Council. ZONING ORDINANCE § 9-3.5(c)(1).

The current application proposes replacing a slate roof suffering some deterioration with a synthetic, composite product having an appearance similar to slate. The application appeared three times before the ARB before a final decision was reached. The proceedings at each meeting are summarized as follows:

- On November 10, 2014, the applicant requested approval for replacement of the roof with a slate-like composite. He stated that several leaks in the roof necessitated this remediation and efforts to

repair the roof had not worked. Noting that the existing, real slate shingles on the building were 10" wide, the ARB approved the application with a condition that the synthetic replacement shingles also be 10" wide. Despite this conditional approval, no COA was subsequently issued because the applicant did not verify that he would be using shingles with the 10" profile required.

- Nine months later, on August 24, 2015, the applicant returned to the ARB and requested approval of a synthetic slate replacement roof using 12" wide shingles. The month before, the applicant had started replacing the roof with synthetic slate shingles that were 12" wide, despite the fact that no COA had been issued and that the shingles failed to comply with the 10" width requirement in the ARB's November, 2014 approval. Most of the roof was replaced. After the presentation of the request to use the 12" shingle to the ARB, the Board discussed it and voted to continue the matter to allow the applicant to pursue options other than replacing the remainder of the roof with the 12" wide synthetic shingles.

- On December 7, 2015, the applicant returned to the ARB to again request approval of replacing the old roof with 12" wide synthetic slate shingles. The ARB denied the application on the grounds that the proposed new product did not replicate the original materials with respect to size and color.

This appeal was timely filed on December 18, 2015. On appeal, the applicant asks that the COA be approved to allow the full roof replacement with the 12" synthetic, composite tiles.

The City Council can only approve the application if it finds that:

(1) The proposal is appropriate to the character, appearance and efficient functioning of the district and does not adversely affect the primary character of the historic district.

(2) The proposal is generally consistent with any applicable design guidelines adopted by the ARB and in effect for the applicable historic district or historic overlay district.

Copies of the documents related to this application and appeal are attached and labeled as follows:

- Exhibit A – Application for Certificate of Appropriateness, filed by Richard Ottinger on October 21, 2014, plus specification sheets (submitted later) for "DaVinci" synthetic, composite slate product. (11 pages)
- Exhibit B – Staff report presented to ARB for November 10, 2014 meeting. (6 pages)
- Exhibit C – Minutes from November 10, 2014 ARB meeting related to 534 Pembroke Avenue. (2 pages)
- Exhibit D – Staff report presented to ARB for August 24, 2015 meeting. (6 pages)
- Exhibit E – Minutes from August 24, 2015 ARB meeting related to 534 Pembroke Avenue. (2 pages)
- Exhibit F – Staff report presented to ARB for December 7, 2015 meeting, plus exhibits and photos showing ridges and valleys submitted by applicant. (8 pages)
- Exhibit G – Minutes from December 7, 2015 ARB meeting related to 534 Pembroke Avenue. (3 pages)
- Exhibit H – Letter from the Department of City Planning to Richard Ottinger, dated December 7, 2015, noting denial of COA application. (1 page)
- Exhibit I – Letter from Richard Ottinger to City Clerk, dated December 18, 2015, noting appeal of COA denial. (1 page)

Adam D. Melita
Deputy City Attorney

Attachments

Exhibit A

N O R F O L K

APPLICATION FOR DESIGN REVIEW

Please return to:

Department of Planning and Community Development
508 City Hall Building
Norfolk, Virginia 23510
PHONE: (757) 823-1451 FAX: (757) 441-1569
EMAIL: susannah.winstead@norfolk.gov

ARB #14-108

Please review the Norfolk Design Review Process prior to application.
It is required to consult with the Historic Preservation Officer prior to submission.
Please submit 16 copies of the application form and all supplemental materials.

Incomplete applications will not be accepted and put on an agenda.

I. APPLICATION INFORMATION

DATE RECEIVED 10/21/14

Project Name:

Project Address: 534 Pembroke Ave., Norfolk, VA 23507

Brief Project Description:

Replace badly delaminating Vermont Green slate roof with similar look DaVinci composite slate in Evergreen color mix. Having researched for months, the DaVinci product appears to be the best solution in terms of durability, look, weight and cost. Although Vermont Green slate has a consistent and good look when new, over time it becomes quite discolored. I understand that the composite slate manufacturers have significantly improved prior issues of fading.

Please check as applicable:

☐ Public Project ☑ Private Project ☐ Encroachment

☑ Single-Family or Duplex ☐ Multi-family or Commercial ☐ Institution or Public Facility

Type of Review:

☐ Discussion Review ☐ Preliminary Review ☑ Final Review

Certificate of Appropriateness:

☐ Downtown ☑ Ghent ☐ East Freemason ☐ West Freemason

II. APPLICANT INFORMATION

Applicant Name: Richard and Lisa Ottinger

Applicant Address: 534 Pembroke Ave., Norfolk, VA 23507

Phone: 757-446-8673 Fax: 757-446-8670 E-mail: rottinger@vanblk.com

Property Owner Name (if different):

Property Owner Address:

Phone: Fax: E-mail:

III. APPLICATION CHECKLIST

Scope of Project:

- ☐ New Construction
- ☐ Exterior Renovation/ Alteration
- ☐ Demolition
- ☐ Addition
- ☐ Signage
- ☐ Fencing
- ☐ Driveway, Sidewalk, Parking
- ☐ Landscaping
- ☑ Re-roofing
- ☐ Other

Supplemental Information to include:

- ☐ Drawings and elevations drawn to scale with notes and specifications- floor plans to be included for new construction or if interior alterations affect exterior elevations
- ☑ List of materials if not designated on plans, or sample board as needed- including siding, roofing, trim, windows, doors, etc.
- ☐ Site plan drawn to scale showing landscaping, parking, lighting, fencing, etc. with notes and materials
- ☑ Photographs of subject property and surrounding area
- ☐ Photographs of building site for new construction
- ☐ Letter of permission from owner if applicant is not owner
- ☐ Any additional information as requested by staff or the Committee

Signature of Applicant

I hereby attest that the information I have provided is, to the best of my knowledge, correct.

Applicant Signature

10/20/14

Date

Low Maintenance & Easy Installation

Valoré Slate polymer roofing tiles make installation easy—saving materials and cutting down on installation costs. With little to no upkeep and backed by DaVinci's 50-year warranty, DaVinci slate tiles are the perfect fit for your home for generations to come.

A Safer & More Secure Roof

Valoré Slate has achieved the highest possible test ratings for fire, wind and impact giving you a more secure home for your family and has been approved and preferred by cities and subdivisions nationwide.

VALORÉ SLATE SPECIFICATION CHART					
Shingle Dimensions					
Widths	12"	Thickness at Butt	1/2"		
Length	18"	Thickness at Tip	1/8"		
HIP • RIDGE • STARTER					
	6" Hip & Ridge (for ridge vents only)	7" Hip & Ridge (standard)	12" Starter		
Pieces / Bundle	20	20	20		
Lineal Ft / Bundle	5*	5*	20		
Pieces / Lineal Ft	4*	4*	1		
* At recommended 6" exposure Note: 9" pieces available for ridge; 4" pieces available for turrets.					
FIELD SHINGLES PER ROOFING SQUARE					
Coursing	Roof Pitch	Max. Exposure	Bundles / Square	Shingles / Square	Weight / Square
Straight	6:12 or greater	7.5"	7.1	155	266 lbs
Staggered	6:12 or greater	7.0"	7.6	166	285 lbs
Straight or Staggered	Less than 6:12	6.0"	8.8	194	332 lbs
Note 1: All calculations are based on using the recommended 3/8" gap between shingles. Note 2: Straight coursing may be used at any exposure up to 7.5" and staggered coursing may be used at any exposure up to 7.0"					

PACKING AND SHIPPING INFORMATION		
	# Shingles	Weight
Per Bundle*	22	37 lbs
Per Pallet**	1,056	1,776 lbs
Per Truckload***	25,344	42,624 lbs
* All weights are approximate ** 48 bundles per pallet *** 24 pallets per truckload		

TESTING SUMMARY		
Type of Test	Standard	Results
Fire Test	ASTM E 108	Class A
Impact Test	UL 2218	Class 4
Wind Test	ASTM D 3161	Certified to 110MPH*
Building Code Approvals: ICC-ES ESR-2119, Miami Dade County, FL NOA No. 12-0503.01 and TDI		

* Go to www.davinciroofscapes.com for the most up-to-date technical information.

Toll Free: 800-328-4624 Phone: 913-599-0766 Fax: 913-599-0065

DaVinci Slate, Shake & Fancy Shake

Third Party Testing

Test	Objectives	Method	Results
Fire test ASTM E 108	Earn classification for fire.	Burning brand, Intermittent flame, Spread of Flame.	Passed Class A
UL 2218 Impact	Earn UL classification for impact.	Two-inch steel ball weighing 1.2 lbs is dropped from 20 feet on to an installation. Test is repeated. Both impacts must be within a 1/4."	Passed Class 4
ASTM D3161 same as UL 997 Wind Uplift	Earn certification for wind.	A roofing assembly is subjected to sustained winds at specified velocities for two hours. Test ran at 110 mph.	Passed test at standard 110 mph setting.
Accelerated Weathering ASTM 4798	Determine material performance in respect to brittleness, color-fade, curling/warping and coating adhesion.	4500 hours of exposure to UV radiation, elevated temperature, moisture, and thermal shock.	Nearly imperceptible color change. No appreciable change in tensile strength
Freeze-thaw ICC-ES Acceptance Criteria ACO7 section 4.9	Determine material performance in extreme temperature cycling.	Exposure to temperatures from -40 F to 180 F in 22 hour cycles for approximately a month.	There was no sign of crazing, cracking, or other deleterious surface changes.
ICC-ES AC07 Section 4.4	Penetration	Samples subjected to applied load in an Instron Machine	200 lbs. Passed
ASTM D 471 Water Absorption	Determine if material absorbs water to discount freeze-thaw issues.	Sample is put in water at 158 F for 166 hours and then weighed to find out if any water absorption has occurred.	Virtually no water absorption.
ASTM D 3462 Nail Pull Through Resistance at 32 F and 72 F	Identify nail tear resistance to determine if nails will pull through the shingle.	Shingle is nailed and stabilized at 73 F and then at 32 F. Force is applied until shingle is pulled past nail.	138 lbs/ft of force required at 73 F and 166.9 lbs/ft at 32 F.

DaVinci Slate, Shake & Fancy Shake

Third Party Testing

Test	Objectives	Method	Results
ASTM G21 Fungus (algae) test	Determine if algae wants to grow on DaVinci Slate	Our sample is inoculated with blue green algae and put in a warm, damp place along with a control sample for four to six weeks	The algae did not grow on our sample shingle
ASTM D 638 Tensile Strength	Determine effects of long-term weathering on material strength	Tensile strength of sample is measured before and after accelerated weathering. Weathering duration is 4500 hours	No meaningful reduction of strength. Post test results showed a 2.6% reduction in material strength from pre-test measurement.
TAS-100	Earn certification for wind driven rain. Pass or fail only.	A roofing assembly is subjected to increasing wind speeds along with an abundance of water blown at the system at speeds up to 110 mph.	Passed
UL 1897	Earn UL Certification for static uplift resistance.	A roofing assembly is subjected to differential air pressure until failure.	Passed
TAS-125	Earn certification for wind uplift resistance in High Velocity Hurricane Zones. Pass or fail only.	A roofing assembly is subjected to positive and negative pressure in cycles to measure wind uplift resistance.	DaVinci Slate passed at -118.5 psf. DaVinci Shake passed at -93.5 psf. DaVinci Fancy Shake passed at -131 psf.

Code Approvals

DaVinci Slate & Shake: ICC-ES ESR-2119
Florida Building Code
Slate: TDI RC-166 Shake: TDI RC-164
Slate: Miami Dade County, FL NOA No. 12-0503.01 Shake: Miami Dade County, FL NOA No. 13-0107.01
Go to www.davinciroofscapes.com for the most up-to-date technical information.

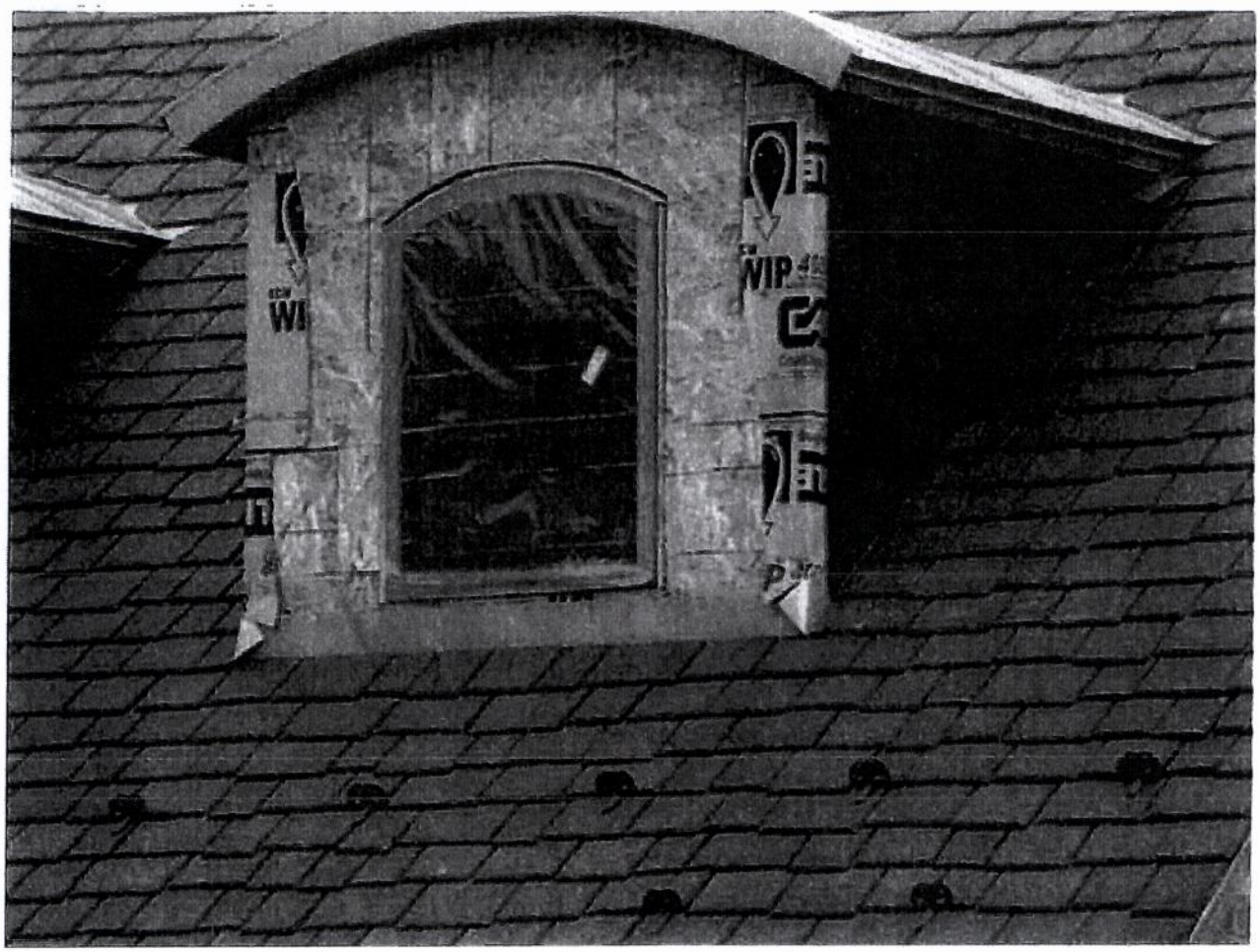


Exhibit B

City of NORFOLK

To: Norfolk Design Review Committee
City of Norfolk, Virginia

November 10, 2014

From: Susan M. McBride, Principal Planner

Subject: Certificate of appropriateness to replace the slate roof with composite slate

Ward/Superward: 2/6

Approved: Leonard M. Newcomb III

Leonard M. Newcomb III
Zoning Services Manager

Certificate of Appropriateness Staff Report

I. **Property Address**: 534 Pembroke Avenue

II. **Applicant Information:** #14-108
Owner: Mr. & Mrs. Ottinger
Applicant: Mr. & Mrs. Ottinger

III. **Historic District Information:**
Historic District: Ghent Historic District (HC-G1)
Date of Structure: 1908
Period of Significance: Late 19th to Early 20th Century
Contribution/noncontributing: Contributing
Architectural style of building: Shingle Style
Significant elements of building: This single-family, two-and a-half story, home with a pressed brick façade in a stretcher bond pattern on the first floor and shingle sheathing on the second and attic floors. The roof is hipped with a central gable dormer. There is a secondary porch across the front of the wing of the house towards the street that has a flat roof that is supported with paired smooth-shaft columns and turned balustrades. There is a two-story wing to the northeast.

IV. **Building Application:** The applicant would like to replace the original slate roof with a composite slate material.

V. **Project Description:** The present slate roof is Vermont Green Slate and is showing some signs of delamination but not effervescing. This type of slate typically lasts 200 years to indefinitely with proper maintenance. The general rule of thumb in the industry is if the roof

is showing less than 20-25% deterioration it should be repaired. The applicant would like to use a composite slate product by DaVinci. This is a resin product that is molded to look like actual slate tiles. The tiles are installed individually which is similar to a slate installation. The manufacturer warrantees the product for fifty years.

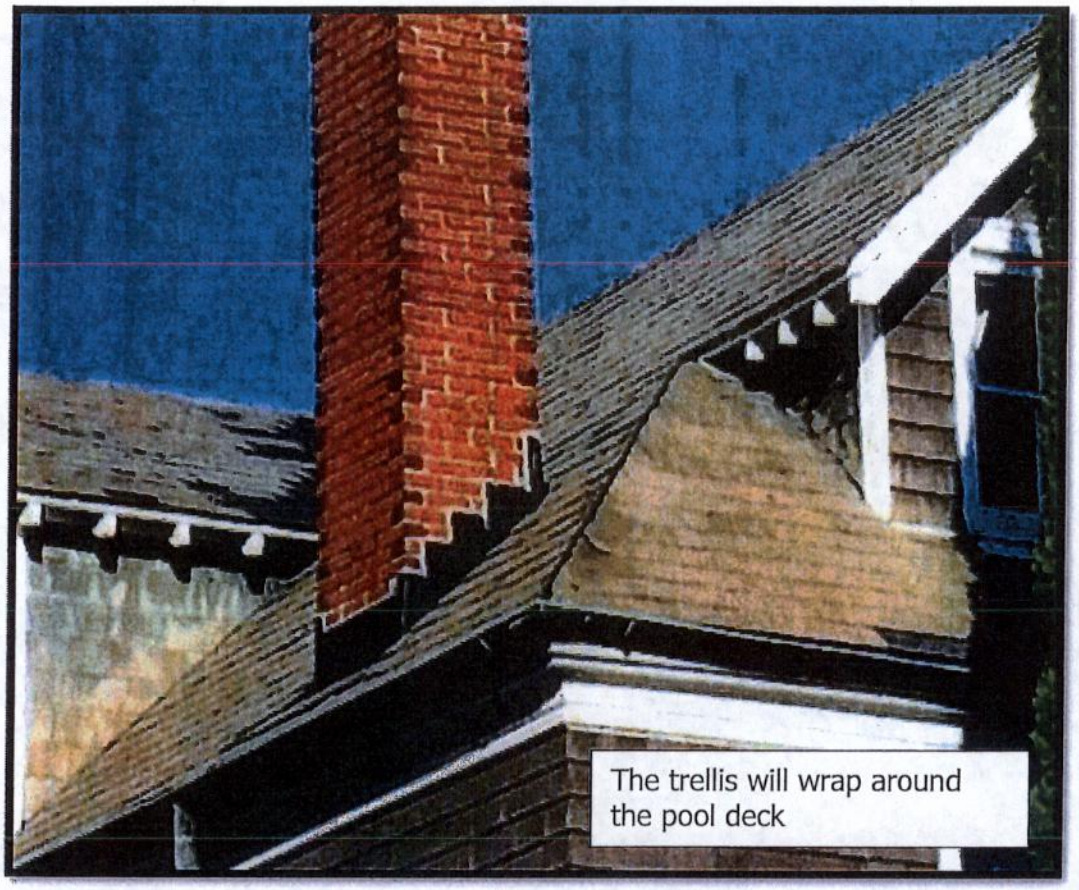
VI. Norfolk Design Guidelines:

2:2 Roofs

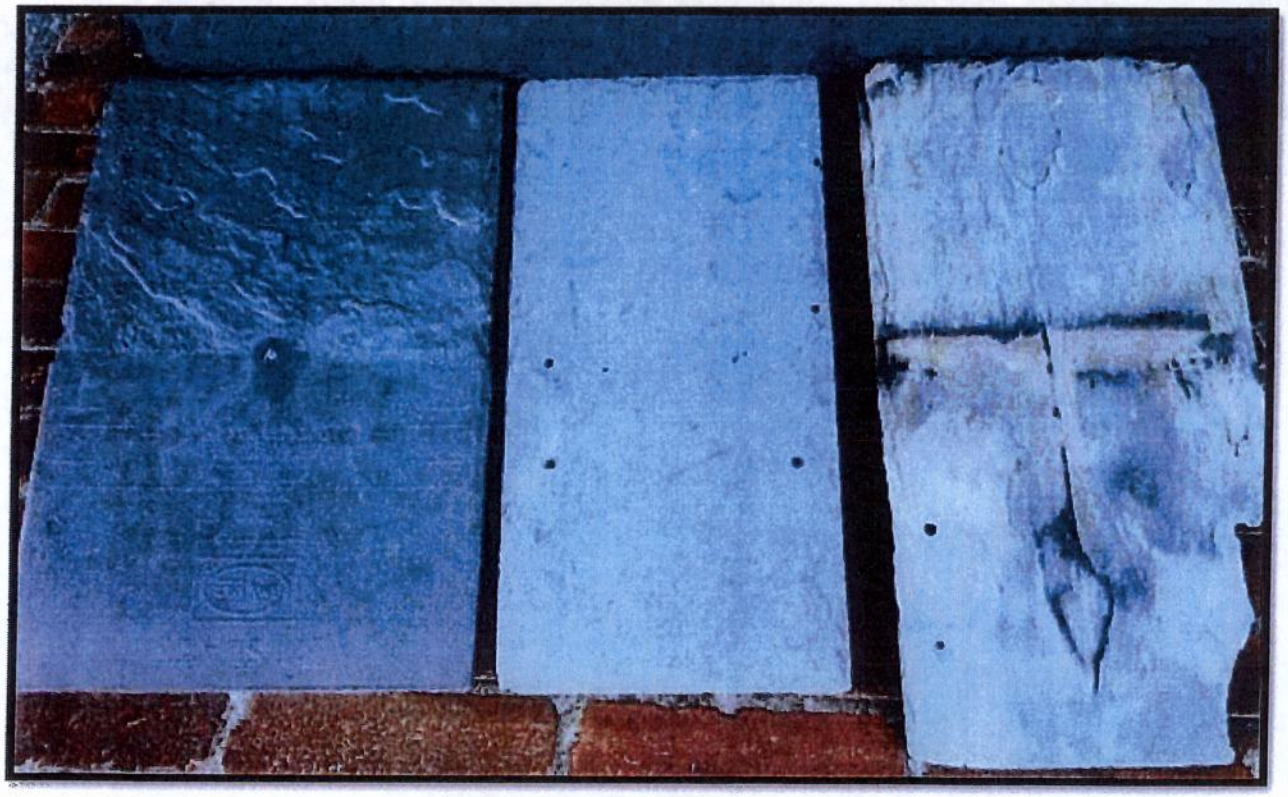
1. Preserve and retain the roof shape, slope, and overhang as well as features such as dormer, cupolas, chimneys, parapet ornamentation, window's walks, cornices, rafter tails, barge boards, weathervanes, and cresting.
2. Retain roofing materials that are historic and contribute to the character of the building. Repair should be considered before wholesale replacement.
3. When demonstrated that it is necessary to replace original roofing materials, matching materials are appropriate.
4. Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

V. Recommendation: Staff recommends denial for a Certificate of Appropriateness for the slate roof replacement with composite slate, because it does not meet the *City of Norfolk Historic District Design Guidelines* for *Roofs:* (3) Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

534 Pembroke Avenue



The trellis will wrap around the pool deck



Left is proposed composite slate/Middle & Right are existing slate tiles

pedestrian areas in the city. She asked to see a brick option for the Historic Districts and a different treatment for other areas of the city such as Wards Corner. Mr. Gould suggested that they look at this from the standpoint of the entire city and what materials should be used citywide. Mr. Newcomb stated that the Board can adopt a design criteria as part of the Downtown Design Guidelines and state what their preferences are and then that should be shared with the City Manager's office and with Public Works. He suggested that the focus should stay first on downtown and then later can be expanded to other areas of the city.

Ms. Andrews made a motion in support of the information presented to date on working towards the selection of a brick paving standard for the Downtown Historic District. She added that the alternative to brick paving is painted stripes. Mr. Gould seconded the motion. The Board voted aye.

IV. Consent Agenda

a. 313 W. Freemason Street – Replace wood railings with metal at rear steps

After a review of drawings, photographs and detailed specifications, the Board approved the application as a consent agenda item.

V. Certificate of Appropriateness

Ghent Historic District

a. 534 Pembroke Avenue – Replace slate roof with composite slate

Photographs and drawings were presented for review. Ms. McBride briefly reviewed the application. The applicant would like to replace the original slate roof with a composite slate material. The product is molded to look like actual slate tiles.

Mr. Ottinger appeared before the Board. He presented a piece of the existing slate and a material sample for the composite slate material. The product has a 50 year warranty and expected life span significantly greater than 50 years. He also presented additional photographs. He stated that the roof was in disrepair in 2012 when they moved in. The previous owners spent approximately $17,000 in 2009 on refurbishment of the flashing and the valleys and the repair of a handful of slates. Unfortunately, that was not a long term solution. They presently have three significant leaks in the roof which they have tried to have repaired but were not successful.

The Board suggested that Mr. Ottinger find out if the composite material can be cut to match the 10 inch width of the existing slate. Ms. Pollard noted that under the Secretary of the Interior standards, the Virginia Department of Historic Resources will entertain using synthetic slate in situations where the slate is legitimately beyond repair and will match the profile, color and size of the existing slate. She added that Mr. Ottinger had provided appropriate documentation showing that the existing slate is beyond repair. She noted that should the 10 inch width be unavailable, the Board will have to work outside of the Guidelines which means they need to narrow the precedent for future applications.

Ms. Andrews made a motion to approve the composite material as presented provided that it is available in a dimension matching the existing slate (Guideline 2.2 No. 4). Mr. Klemt seconded the motion. The Board voted aye.

b. 726 Graydon Avenue – Privacy fence & shrubs (after-the-fact)

Drawings, photographs and a survey were presented for review. Ms. McBride briefly reviewed the application. A fence was installed without a COA and it is visible from the public right-of-way. The survey provided indicated where a 4-foot wooden privacy fence was located on the property. However, when the fence company went to install the new fence, there was no existing fence. An evergreen shrubbery has been planted in an attempt to shield the new fence from the right-of-way. The new fence is a number one red cedar 6-foot dog-eared paneled fence. The Ghent Neighborhood League approved the application.

Mr. Estes appeared before the Board. He stated that the fence will be left in its natural state and will eventually turn a silver gray color.

Ms. Andrews made a motion to approve the application as presented. Mr. Hoffler seconded the motion. The Board voted aye.

VI. Design Review

Private Projects

a. 2800 Church Street – Build ten townhomes Continued from 10/20/2014

Drawings and photographs were presented for review. The applicant returned with two new options for the entrance and stair. Ms. McBride briefly reviewed Options 1 and 2, noting that the applicant's preference would be Option 2.

Exhibit D

City of NORFOLK

To: Norfolk Design Review Committee
City of Norfolk, Virginia

August 24, 2015

From: Susan M. McBride, Principal Planner

Subject: Amend a previously approved Certificate of Appropriateness to change the width of the composite slate

Ward/Superward: 2/6

Approved:

Leonard M. Newcomb, III
Assistant Director, Planning

Certificate of Appropriateness Staff Report

I. **Property Address**: 534 Pembroke Avenue

II. **Applicant Information:** #15-60
Owner: Mr. & Mrs. Ottinger
Applicant: Mr. & Mrs. Ottinger

III. **Historic District Information:**
Historic District: Ghent Historic District (HC-G1)
Date of Structure: 1908
Period of Significance: Late 19th to Early 20th Century
Contribution/noncontributing: Contributing
Architectural style of building: Shingle Style
Significant elements of building: This single-family, two-and a-half story, home with a pressed brick façade in a stretcher bond pattern on the first floor and shingle sheathing on the second and attic floors. The roof is hipped with a central gable dormer. There is a secondary porch across the front of the wing of the house towards the street that has a flat roof that is supported with paired smooth-shaft columns and turned balustrades. There is a two-story wing to the northeast.

IV. **Building Application:** The applicant would like a COA to install nine inch composite slate on his roof instead of ten inch.

V. **Project Description:** At the November 10, 2014 meeting the ARB ruled in favor of replacing the original Vermont Green Slate roof with a composite material that matches the style, color and width (ten inches) of the existing slate roof. The COA was not executed because the applicant was to let staff know if they could meet the condition of the width. Per a November 17, 2014 email the applicant would be able to custom order the ten inch size "at a significant additional cost." The applicant did request to be on the December 2014 meeting to ask the ARB to allow for the use of a different size but, withdrew their application prior to the meeting.

The applicant began installing his new roof in a nine inch width composite slate. The applicant would like to receive a COA to use the DaVinci composite slate product in their nine inch standard width on the roof.

VI. **Norfolk Design Guidelines:**

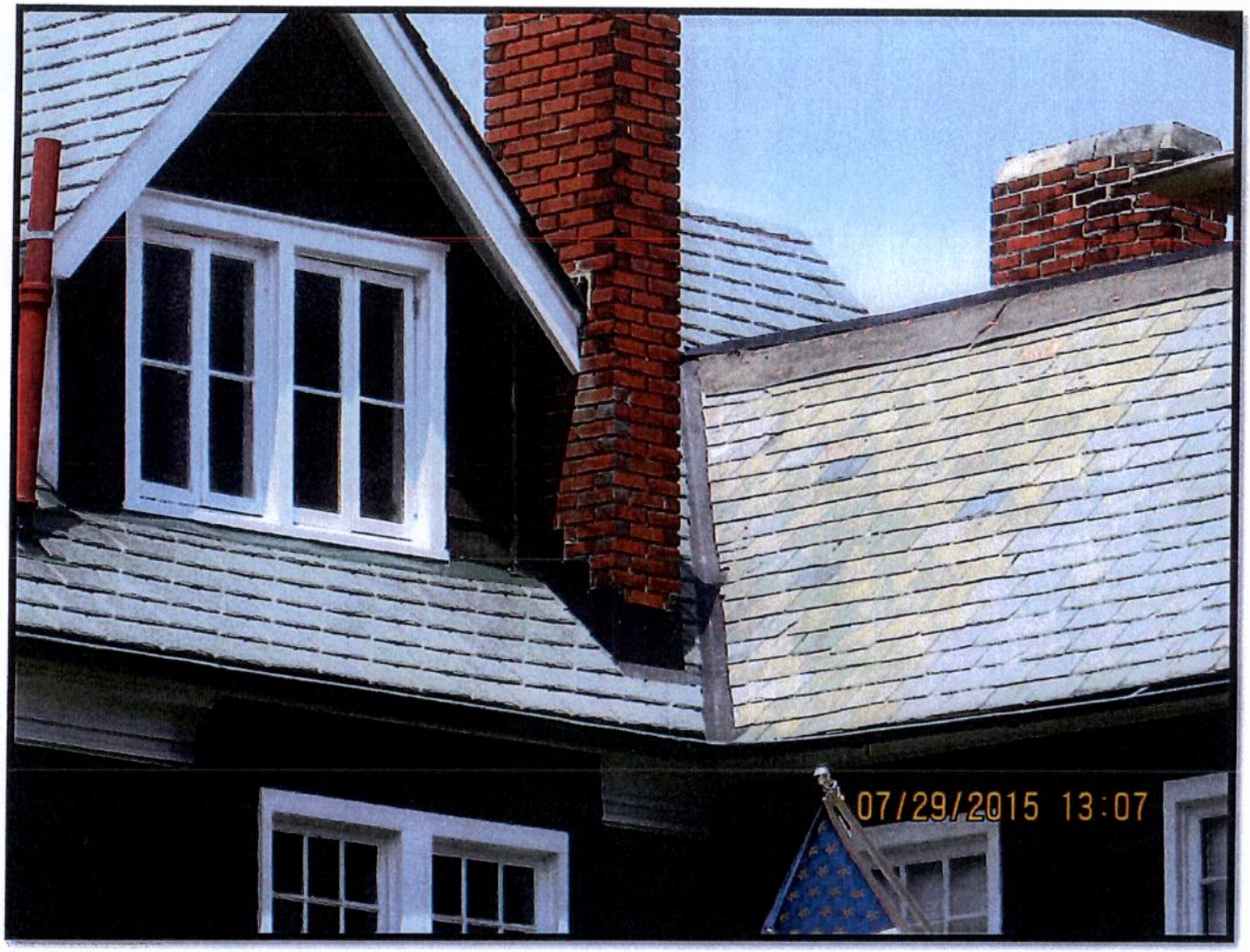
2:2 Roofs

1. Preserve and retain the roof shape, slope, and overhang as well as features such as dormer, cupolas, chimneys, parapet ornamentation, window's walks, cornices, rafter tails, barge boards, weathervanes, and cresting.
2. Retain roofing materials that are historic and contribute to the character of the building. Repair should be considered before wholesale replacement.
3. When demonstrated that it is necessary to replace original roofing materials, matching materials are appropriate.
4. Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

V. **Recommendation:** Staff recommends denial for a Certificate of Appropriateness for the slate roof replacement with composite slate, because it does not meet the *City of Norfolk Historic District Design Guidelines* for *Roofs:* (3) Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

534 Pembroke Avenue-prior to roof changes

Most of the roof has been replaced with the DaVinci composite slate-note the difference in the installation of the composite material in the areas of the ridges. The valley of the original roof has oxidized to a brown patina and the installer used a green flashings



Left of the valley has been replaced to the right it has not

August 24, 2015
ARB MEETING MINUTES

Exhibit E

IV. Continued Applications (None)

V. Certificate of Appropriateness

Ghent Historic District

a. 534 Pembroke Avenue – Approval for 9-inch-wide composite roofing slate instead of 10 inch

Drawings and photographs were presented for review. Ms. McBride briefly reviewed the application and its history. She noted that the original application was before the Board in November 2014. At that time the Board approved the use of a composite slate to match the existing slate in style, color, installation and at a 10-inch width. A Certificate of Appropriateness was never issued because Mr. Ottinger indicated he wanted to return to the manufacturer and attempt to get a composite slate in a standard size. Mr. Ottinger withdrew his application from the December 2014 agenda. He next planned to present an application to the Board in the spring of 2015 but did not. Work was begun on the roof without a Certificate of Appropriateness in July 2015 using what was thought to have been a 9-inch-wide composite slate that had not been approved by the Board.

Mr. Ottinger appeared before the Board. He presented additional photographs and material samples. He noted a correction to the application: The request was to use 12-inch-wide composite slate, which was what was actually installed, not the 9 inch. He added that the 12 inch is the manufacturer's standard size (DaVinci). He explained that after the November 2014 meeting he went back to the manufacturer for a 10 inch and he also did research online. He discovered that the 10 inch could be produced but at a significant increase in price; therefore, he chose to use the standard 12 inch. In addition, when they began repairs and removed the old slate, the old slate disintegrated, and there was a significant leakage problem that he felt needed to be addressed immediately. Mr. Ottinger stated that another addition to the application was to replace the copper gutters and downspouts. The house currently has 4-inch half-round copper gutters and round downspouts and if their budget permits they would like to replace them in kind.

The Board members expressed a number of concerns and especially that the process was ignored by the applicant. They felt that after following the Guidelines Flow Chart and considering special circumstances that a significant concession had been given to Mr. Ottinger by allowing the use of the 10-inch composite slate. Another major concern was that this could set a precedent for future applicants with similar requests to use synthetic materials. The Board discussed different options to

resolve the issues with this application. Possible options included: the removal of the 12-inch synthetic slate and requiring that the 10-inch be installed; continue replacing the slate with the 12-inch synthetic to match what has been installed; use the 10-inch synthetic slate to finish the balance of the roof; remove what has been installed and require the Vermont green slate. The Board also expressed concern about the actual detailing of the roof and if the same can be done with synthetic slate that can be done with real slate in terms of the ridge cap and hip cap.

Mr. Conde and Ms. Reynes, on behalf of the Ghent Neighborhood League, appeared before the Board. They expressed support for the Guidelines. Mr. Conde stressed that the Guidelines took a number of years to complete and were done so that residents would have a clear understanding of the process and what materials could be used. He also expressed concern for the residents who had done the same as Mr. Ottinger but were told they had to remove unapproved materials. He added that what the Board determines for this application could have consequences in the Historic District going forward. Ms. Pollard suggested that Mr. Ottinger go before the full Ghent Neighborhood League.

Mr. Thomas made a motion to continue the application subject to: the applicant will return with a written, detailed plan to include the treatment of the ridge cap, hip cap, et cetera, and that said plan will be submitted ahead of time to Planning staff so it can be provided to Board Members. Ms. Gustavson seconded the motion. Mr. Thomas, Mr. Lyall, Mr. Glenn and Mr. Rutledge voted aye. Ms. Pollard, Ms. Gustavson and Mr. Klemt dissented.

Downtown Historic Overlay

b. 131 Granby Street – amend a previously approved COA for a façade renovation

Drawings and photographs were presented for review. Ms. McBride briefly reviewed the application. She noted that modifications were made in response to tax credit issues. She presented the original drawings as well as the revised drawings showing the modifications.

Mr. Schnesker appeared before the Board and presented an additional minor modification to the column base and he distributed new drawings. He stated that the Department of Historic Resources felt that the column bases were a little too extruded and seemed as if they came straight out of the ground. They asked that another base and character line be added. In addition, a step has also been added. He also noted an area of existing banding that they plan to use as opposed to adding a new band.

THE CITY OF NORFOLK
CITY PLANNING

Exhibit F

To: Architectural Review Board
City of Norfolk, Virginia

December 7, 2015

From: Susan M. McBride, Principal Planner

Subject: Amend a previously approved Certificate of Appropriateness to change the width of the composite slate

Ward/Superward: 2/6

Approved: Leonard M. Newcomb

Leonard M. Newcomb, III
Assistant Director, Planning

Certificate of Appropriateness Staff Report

I. **Property Address**: 534 Pembroke Avenue

II. **Applicant Information:** #15-60C
Owner: Mr. & Mrs. Ottinger
Applicant: Mr. & Mrs. Ottinger

III. **Historic District Information:**
Historic District: Ghent Historic District (HC-G1)
Date of Structure: 1908
Period of Significance: Late 19th to Early 20th Century
Contribution/noncontributing: Contributing
Architectural style of building: Shingle Style
Significant elements of building: This single-family, two-and a-half story, home with a pressed brick façade in a stretcher bond pattern on the first floor and shingle sheathing on the second and attic floors. The roof is hipped with a central gable dormer. There is a secondary porch across the front of the wing of the house towards the street that has a flat roof that is supported with paired smooth-shaft columns and turned balustrades. There is a two-story wing to the northeast.

IV. **Building Application:** The applicant would like a COA to install nine inch composite slate on his roof instead of ten inch.

V. **Project Description:** This application was continued from the August 24, 2015 ARB meeting so that the applicant could investigate if the installation of the composite slate, that was installed without a COA, could be modified to look more like a slate installation at the hips,

ridges, and valleys. The applicant has a response from the installer, where these existing areas can be reworked using copper flashing.

At the November 10, 2014 meeting the ARB ruled in favor of replacing the original Vermont Green Slate roof with a composite material that matches the style, color and width (ten inches) of the existing slate roof. The COA was not executed because the applicant was to let staff know if they could meet the condition of the width. Per a November 17, 2014 email the applicant would be able to custom order the ten inch size "at a significant additional cost." The applicant did request to be on the December 2014 meeting to ask the ARB to allow for the use of a different size but, withdrew their application prior to the meeting.

The applicant began installing his new roof in a nine inch width composite slate. The applicant would like to receive a COA to use the DaVinci composite slate product in their nine inch standard width on the roof.

VI. **Norfolk Design Guidelines:**

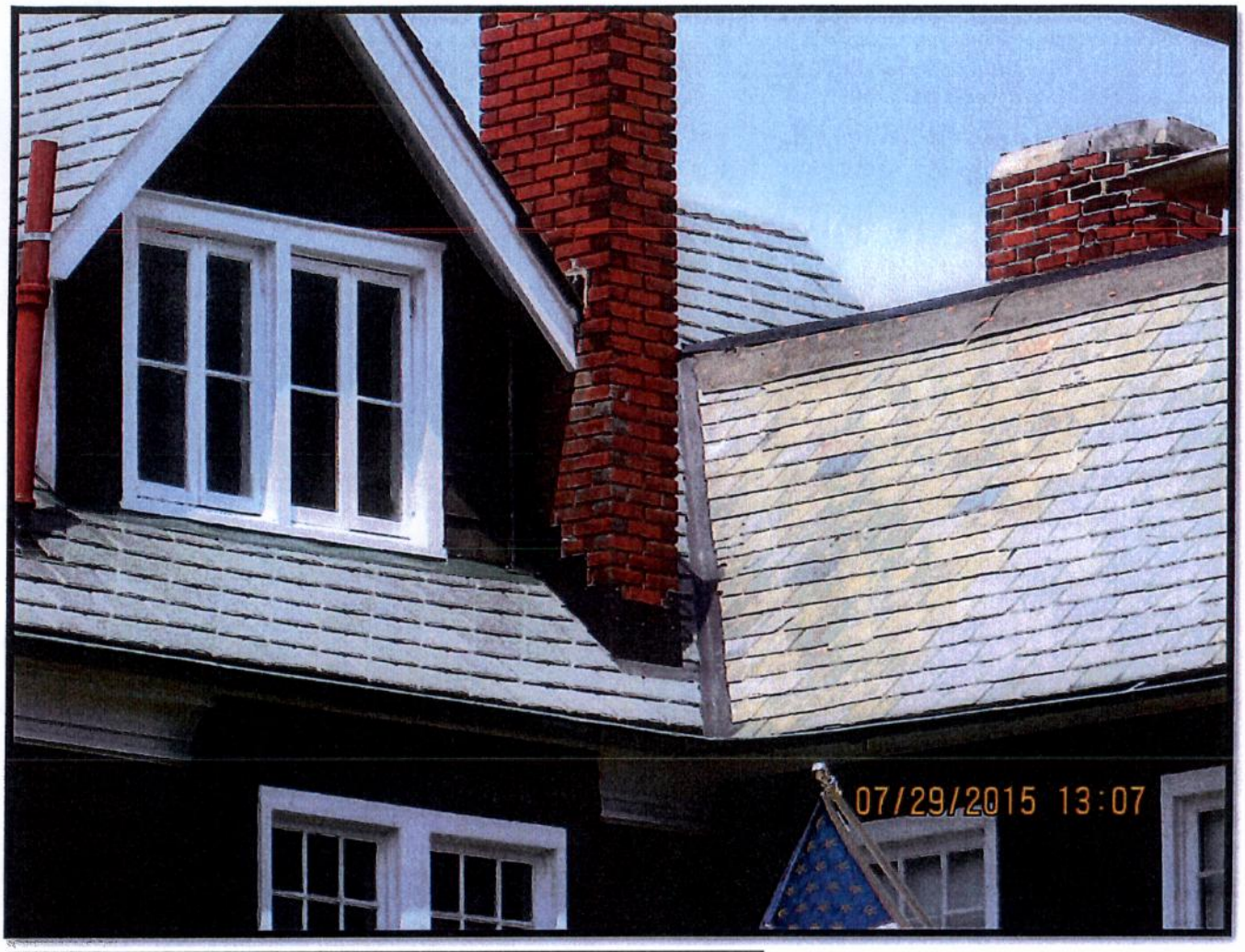
2:2 Roofs

1. Preserve and retain the roof shape, slope, and overhang as well as features such as dormer, cupolas, chimneys, parapet ornamentation, window's walks, cornices, rafter tails, barge boards, weathervanes, and cresting.
2. Retain roofing materials that are historic and contribute to the character of the building. Repair should be considered before wholesale replacement.
3. When demonstrated that it is necessary to replace original roofing materials, matching materials are appropriate.
4. Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

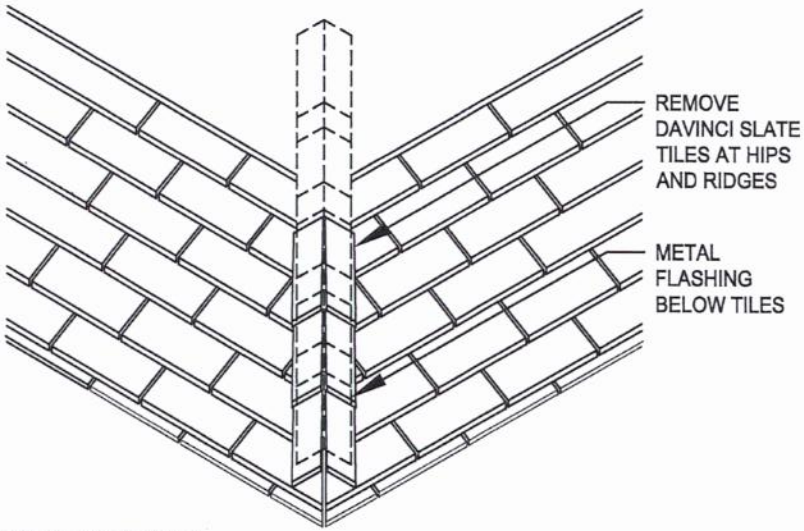
V. **Recommendation:** Staff recommends denial for a Certificate of Appropriateness for the slate roof replacement with composite slate, because it does not meet the *City of Norfolk Historic District Design Guidelines* for *Roofs:* (3) Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

534 Pembroke Avenue-prior to roof changes

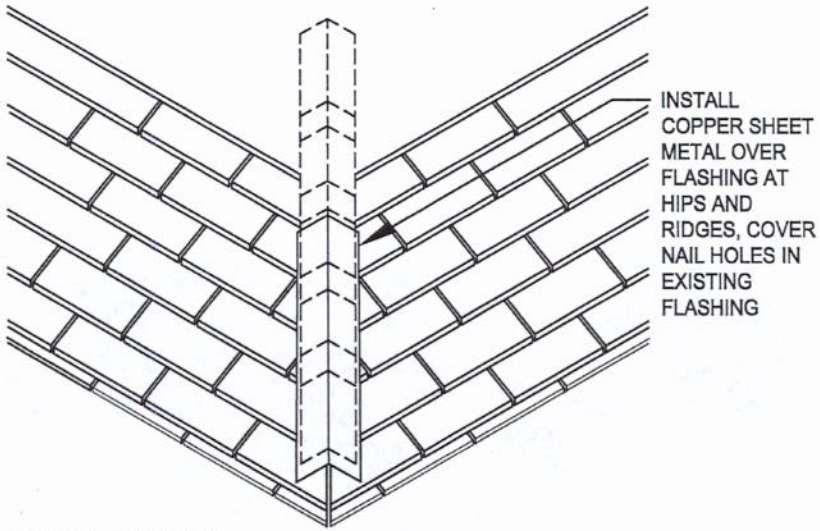
Most of the roof has been replaced with the DaVinci composite slate-note the difference in the installation of the composite material in the areas of the ridges. The valley of the original roof has oxidized to a brown patina and the installer used a green flashings



Left of the valley has been replaced to the right it has not



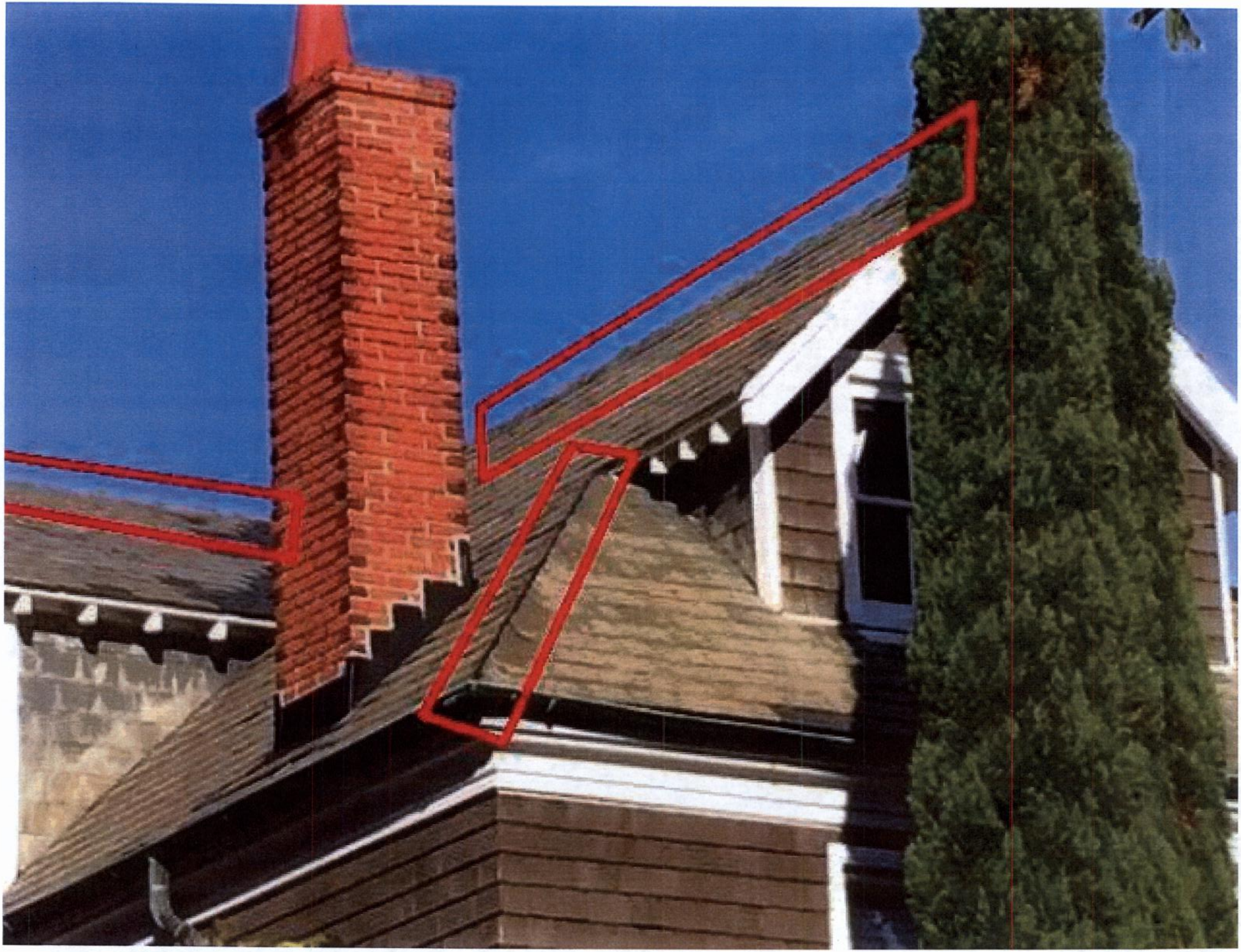
STEP 1: DEMOLITION



STEP 2: INSTALLATION

HIP/ RIDGE CAP DETAIL
OTTINGER RESIDENCE
534 PEMBROKE AVE.
NORFOLK, VA 23507

530
07/29/2015 13:07



THE MINUTES OF THE NORFOLK ARCHITECTURAL REVIEW BOARD DECEMBER 7, 2015

On December 7, 2015 at 4:00 p.m., a meeting of the Norfolk Architectural Review Board was held in the 10th Floor Conference Room, City Hall Building. Those in attendance were:

MEMBERS PRESENT:

Ms. Gustavson (Acting Chairman), Mr. Thomas, Mr. Rutledge, Ms. Pollard, Mr. Glenn, Mr. Klemt

MEMBERS ABSENT:

Mr. Lyall, Mr. Gould, Mr. Hoffler

STAFF:

Mr. Newcomb, Ms. McBride

I. Call to Order

Ms. Gustavson called the meeting to order.

II. Roll call

Mr. Newcomb called the roll. (Quorum present)

III. Consent Agenda

a. Meeting minutes – November 9, 2015

The Board voted to approve the minutes as presented.

b. 131 Granby Street – Benny Domato's – Business signage

After a review of drawings, photographs and detailed specifications, the Board

approved the consent agenda item as presented. Ms. Pollard abstained.

IV. Continued Applications

Ghent

a. 534 Pembroke Avenue – Replace slate roof

Drawings and photographs were presented. Ms. McBride reviewed the history of the application as follows:

The original application was before the Board November 2014. At that time the Board determined that the Vermont green slate was beyond repair and not as durable as other slates; therefore, they could consider the use of synthetic materials. They approved the use of a composite slate to match the existing slate in style, color, installation and at a 10-inch width. However, a Certificate of Appropriateness was never issued because Mr. Ottinger withdrew his application from the December 2014 agenda and indicated that he wanted time to consult with the manufacturer about getting a composite slate in a standard size.

Mr. Ottinger next planned to present an application to the Board in the spring of 2015 but did not.

In July 2015, work was begun on the roof without a Certificate of Appropriateness using what was thought to have been a 9-inch-width composite slate that had not been approved by the Board.

Mr. Ottinger next appeared before the Board in August 2015. He relayed that a 12-inch-width composite slate had been installed, which was the manufacturer's standard size, and not the 9-inch-width. He stated that the manufacturer could produce a 10-inch-width composite slate but at a significant increase in price; therefore, he chose to use the standard 12-inch-width. At that time the Board expressed that a significant concession had been made to allow the use of the 10-inch-width composite slate. The Board added that they were disappointed that Mr. Ottinger ignored the process and installed the 12-inch-width composite slate without a Certificate of Appropriateness. The Board voiced concerns about setting a precedent for future applicants with similar requests to use synthetic materials. After discussing several options to resolve the issue, the Board continued the application. They asked Mr. Ottinger to provide a written, detailed plan and to include the treatment of the ridge cap, hip cap, et cetera, and that said plan must be submitted ahead of time to staff so it can be provided to Board members. Mr. Conde and

Ms. Reynes expressed support for following the process and the Historic Guidelines.

At today's meeting, Mr. Ottinger presented additional documentation and material samples. Ms. Pollard expressed concern that the drawings were still incomplete because they did not show any information about the valleys. Mr. Ottinger stated that information about the valleys had not been excluded intentionally and he would provide any documentation required. He added that he plans to install copper gutters and downspouts. He cited houses at 531 Warren Crescent (new construction) and 212 Colonial Avenue that have synthetic slate. He asked the Board to consider approving the Certificate of Appropriateness.

Ms. Reynes and Ms. McEnery appeared on behalf of the Ghent Neighborhood League. Ms. Reynes stated that the Ghent Neighborhood League's position had not changed since the August 2015 meeting. They are in support of applicants following the process and the Historic Guidelines. Ms. McEnery added that if the Board approved this application it would be a step backwards from what they are trying to accomplish with the Historic Guidelines and would also set a precedent. Mr. Ottinger responded that the Board had approved the composite product but just a different size. He noted that it is 60 feet from the sidewalk to the first place you can actually see that portion of the roof.

Mr. Rutledge made a motion to deny the application for failure to comply with Design Guideline 2-2, Roofs. Mr. Klemt seconded the motion. The Board voted aye.

b. 617 Boissevain Avenue – New construction 3,000 square-foot home

Drawings and photographs were presented, and Ms. McBride reviewed the application which was first presented to the Board on November 9, 2015. The application was continued at that time and the applicant was asked to address the following issues: competing design styles; provide details showing how this home lines up with the homes to either side; consider some type of overhang for the rear patio door; and to consult with the city's arborist regarding the existing tree and proposed driveway extension.

Mr. Yarow appeared before the Board and reviewed design and material changes. An overhang was added over the rear door. A brick planting area was added and a landscaping plan was submitted. The city's arborist reviewed the driveway plans and asked that the tree be protected during construction. A detached shed is proposed for the backyard.

THE CITY OF NORFOLK
CITY PLANNING

Denial

December 7, 2015

Mr. Richard Ottinger
534 Pembroke Avenue
Norfolk, Virginia 23507-2115

Re: 534 Pembroke Avenue—Ghent Historic District—#15-60C

Dear Mr. Ottinger:

On November 10, 2014 the ARB approved your request to replace your original slate with a slate composite on your residence at the above noted address. This approval was based on the deteriorated condition of the existing ten inch wide slate. The Board had specific conditions for allowing the use of the composite slate material and you were requested to seek a product that matched the width of the existing slate.

On December 7, 2015 the Architectural Review board reviewed your request for a Certificate of Appropriateness (COA) to increase the width of the composite slate that was partially installed on your roof without finalizing your COA process.

The ARB denied your request for a Certificate of Appropriateness for this request because this request does not meet the *City of Norfolk Historic District Design Guidelines* for *Roofs:* (3) Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

You have the right to appeal this action to the Council of the City of Norfolk. The appeal must be submitted in writing stating the basis for the appeal to the City Clerk's Office within fourteen (14) days of the date of the Architectural Review Board decision. Should you have further questions about the appeal process, contact Susan M. McBride, Principal Planner at 757/823-1451.

Sincerely,

Leonard M. Newcomb, III
Assistant Director, Planning

RICHARD AND LISA OTTINGER
534 PEMBROKE AVE.
NORFOLK, VA 23507
(757) 451-7141

DECEMBER 18, 2015

VIA HAND DELIVERY
Breck Daughtrey, City Clerk
810 Union Street
Suite 1006
Norfolk, VA 23510

Re: ARB Appeal

Dear Mr. Daughtrey:

I am writing to appeal the decision of the Architectural Review Board's ("ARB") denial on December 7, 2015 of our request for a Certificate of Appropriateness ("COA") to increase the allowable width of a synthetic slate material to replace the slate roof on our home.

My wife Lisa, I and our two children live at 534 Pembroke Ave., which is in the Ghent section of Norfolk. The 3-story home was built in 1908 with a Vermont Green slate roof. After we moved in in 2012, we noticed signs of several roof leaks. We explored a number of options for repair and replacement. Although roughly 70% of the historic houses in the neighborhood have had their original roofs replaced with asphalt shingles, we looked at both real slate and several synthetic slate products as opposed to the less expensive asphalt shingle options. Following the construction of a new home around the corner on which a synthetic slate was used, we decided to seek ARB approval for a COA to install the same product on our house, albeit in a different size and color, which would more closely match what we were considering replacing.

On November 10, 2014, we received approval to install the synthetic slate in a 10" width. We had sought approval for the company's standard 12" width, but the ARB wanted cost information for the non-standard size.

In the weeks following that November 2014 hearing, I began my campaign for Virginia Senate and my time was wholly consumed and my attention to the roof issue waned. At that point, we decided to simply make limited repairs as necessary. In the early summer of 2015, several leaks became noticeably worse. At that point, I contacted the roofing contractor who had installed our neighbor's roof, and asked them to make repairs to the areas where the leaks were located. Due to my miscommunication with the contractor and my failure to pay close attention to the work, the contractor installed the

larger synthetic slates. Additionally, when performing the repairs, the contractor found that the condition of the original slate was such that greater areas than expected needed repair.

In response to a query from Ms. McBride, I confirmed that the larger slates had been installed. I then filed an application for approval of a COA that would permit the installation of the larger slates. At the initial hearing on that COA, the Chairman and other board members suggested that an offer of concessions of the installation of copper detailing might be helpful to the process. The matter was continued so that I could obtain architectural drawings and confirm that the detailing could be added. I submitted that additional information to planning and returned for hearing on December 7 at which time the members of the ARB who were present, denied my application. The denial would require the removal of the 12" synthetic slates and installation of 10" synthetic slates.

While the synthetic slates used by the contractor are 2" wider than the original approval, I believe that the look is clearly superior to the original slate in its current condition. More importantly, if the 12" synthetic slates are removed and replaced with 10" synthetic slates, virtually no difference could be detected from the closest point on a right of way, which is approximately 60' from the roof. The cost to replace the 12" slates with 10" would be approximately $35,000. I strongly believe those funds would be better spent on the copper detailing, which we are still willing to add, and other repairs to the home.

We respectfully request that City Council grant the application for a COA for use of the12" synthetic slates with the offered concessions.

Regards,

Richard H. Ottinger

THE CITY OF NORFOLK

MEMORANDUM

TO: The Honorable City Council

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

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

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

SUBJECT: Special Exception to operate a Used Merchandise Establishment at 2340 East Little Creek Road

DATE: June 10, 2016

At the May 26, 2016 Planning Commission public hearing an application for a Special Exception to operate a Used Merchandise Establishment at the Roosevelt Garden Shopping Center located at 2340 East Little Creek Road was considered.

History

Prior to 1992 the *City of Norfolk Zoning Ordinance* required a special exception for a Second Hand Store (Used Merchandise Establishment). With the adoption, in 1992, of the current *Zoning Ordinance* the use was permitted by-right. In 2006, the *Zoning Ordinance* was amended to once again require a Special Exception for a Used Merchandise Establishment.

On East Little Creek Road, there are currently three Used Merchandise Establishments. Two of them Thrift Store City (1760 E. Little Creek Road) and Thrift Store USA (875 E. Little Creek Road) are legal nonconforming uses ('grandfathered') and the third CHKD (1356 E. Little Creek Road) was granted a special exception in 1991.

Request

The applicant, Salvation Army, is proposing to operate a used merchandise establishment in the Roosevelt Garden Shopping Center where the Fabric Hut ceased operation in early 2014. The

space is 12,550 square feet. The site is zoned C-3 (Retail Center) which permits the use by Special Exception.

On March 10, 2016 the Roosevelt Garden Civic League Board of Directors voted not to oppose the request. On May 17, 2016 by a vote of 11 to 6, the full Civic League voted to not oppose the special exception request. Staff also received a letter of support from the Bel-Aire Civic League.

Staff received many letters both in support (32) and in opposition (42). At the hearing, there were 13 speakers in support of the request and 3 against.

By a vote of 5 to 2, the Planning Commission voted to approve the special exception for the Used Merchandise Establishment. The Commissioners felt that the conditions proposed in the special exception adequately addressed the land use impacts that this type of facility could have including the dropping off at the location of items to be sold.

The two Commissioners that voted against the request were concerned about the preponderance of thrift stores, car sales and service, flea markets and other types of uses that have located along the East Little Creek Corridor.

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

THE CITY OF NORFOLK

Inter Department Correspondence Sheet

TO: Members of Council

FROM: City Clerk

COPIES TO:

SUBJECT: Minutes of City Council Meeting

June 3, 2016

Attached are the minutes from the City Council meeting held on May 24, 2016.

R. Breckenridge Daughtrey

NORFOLK, VIRGINIA

BUSINESS MEETING OF COUNCIL

TUESDAY, MAY 24, 2016

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

He thereupon called for the Council interests.

A. COUNCIL INTERESTS

1. Councilwoman Whibley asked: 1) for an update on the coal dust survey, 2) to continue discussion on banning tractor trailers from Hampton Boulevard, Tidewater Drive, etc. after the completion of the Intermodal Connector, and 3) Smart Processing – New Permitting: asked to monitor how the new system is working and to provide an update to Council.

2. Councilwoman Johnson address: 1) parent concerns about ice-cream trucks coming to Coleman Place Elementary School during school hours 2) maintenance, cleaning and lighting for the underpass at Virginia Beach Boulevard and 3) Building a Connected City: asked for data showing how many families have taken advantage of the partnership between Norfolk Public Schools and Cox.

3. Vice Mayor Graves stated that the two recent business applications by Krista Hines and Omar Boukhriss, should not have come before the City Council. She asked that the departments of Planning and Economic Development examine applications more closely and advise applicants accordingly.

4. Councilman Smigiel reiterated an earlier request to examine the timing of traffic signals in the city. Vice Mayor Graves asked to include the signals at Chesterfield Heights Academy near the interstate and light rail, and asked 1) that the presentation on Short Term Rentals be presented first on Council's next informal agenda 2) that commercial and retail property owners be required to maintain landscaping. Councilman Winn suggested hiring a code specialist assigned specifically for this enforcement. Councilman Smigiel asked for a periodic update on how many citations are issued and 3) Building a Connected City: Asked to consider forming an IT Commission that could go to the civic leagues and inform citizens about this initiative.

B. CLOSED SESSION

Motion for closed session was approved for purposes which are set out in **Clause(s) 1, 7 and 29 of subsection (A) of Section 2.2-3711 of the Virginia Freedom of Information Act**, as amended:

(1) Discussion of board appointments.

(7) Consultation with and briefing by the city attorney regarding one legal matter regarding a suit quieting a title.

(29) Discussion and briefing on a grant where discussion in an open session would adversely affect the bargaining position of the city.

C. PH-2 - 2415 BALLENTINE BOULEVARD

George Homewood, Director of Planning, reported as follows:

This matter comes to City Council with a recommendation for approval from the City Planning Commission. At the Commission's public hearing lengthy discussion occurred concerning the existing basketball court; a diagram was presented showing its location. He stressed that PH-2 only deals with the rezoning. As part of the rezoning the basketball court will be demolished and the entire area will become a residential development. The relocation of the basketball court will be addressed at a later time and as a part of the LDDC. Mr. James Rogers noted community meetings will be held to discuss the basketball court and whether it should be relocated or eliminated.

D. BUILDING A CONNECTED CITY

Steven DeBerry, Chief Information Officer, reported as follows:

Mr. DeBerry provided an overview on progress being made by the City of Norfolk in becoming a connected city and focused on three major areas: 1) expanding broadband accessibility and capability; 2) increasing access to free public Wi-Fi; and 3) continuing to support Smart City initiatives. Norfolk is leading the region in technological innovation by being one of the first cities to provide free Wi-Fi in public venues. Broadband has been available to city infrastructure for over ten years.

Moving forward, the city plans to: build out city-owned infrastructure; renegotiate the Cox franchise agreement; continue to attract new providers; develop long-term connectivity strategies via a broadband work group; explore regional partnerships; and leverage wireless internet technology.

E. SMART PROCESSING – NEW PERMITTING

George Homewood, Director of Planning, reported as follows:

The Smart Processing initiative began four years ago with the latest component being Smart Permitting which is a cloud-based permits management system. It will be shared by Planning, Neighborhood Development and various entities and agencies that need to be able to tie into building permits and enforcement modules. The first phase is set to begin on July 5th, and citizens will be able to obtain permits and schedule inspections. The next phase will allow for complete online applications for permits. Council will be asked to consider changes to the fee schedule at their June 14th meeting. In early May, Building Safety and Code Inspectors began using tablets in the field.

NORFOLK, VIRGINIA

ACTION OF THE COUNCIL

CITY COUNCIL MEETING

TUESDAY, MAY 24, 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 24, 2016.

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

No: None.

PUBLIC HEARINGS

PH-1 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, 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)

ACTION: Continued to June 28, 2016.

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

No: None.

PH-2 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City 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**.

Abdul Aswad, 2636 Ballentine Blvd., James L. Sweatt Jr, 2626 Ballentine Blvd., and Glen Jones, 2501 Kennon Avenue, spoke in support of this matter. They were informed the basketball court was not part of this item. Mr. Aswad and Mr. Sweatt thanked the Mayor for serving the City.

Glen Jones that summer programs help children to build skills. He also gave recognition to Mr. Protogyrou and Mr. Winn for serving on Council.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

PH-2A An Ordinance entitled, "An Ordinance to An Ordinance to rezone property located at 2415 Ballentine Boulevard from IN-1 (Institutional) District to Conditional R-13 (Multi-Family Residential) District," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

PH-3 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of 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."

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

Yes: Graves, Johnson, Protogyrou Riddick, 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 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.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

PH-5 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of 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.

Thereupon, An Ordinance entitled, "An Ordinance to amend Section 2-3of the Zoning Ordinance of the City of Norfolk, 1992 SO AS TO remove references to certain flags and works of art," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

PH-6 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **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**.

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

ACTION: The Ordinance as introduced was **adopted**, effective June 24, 2016.

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

No: None

PH-6A An Ordinance entitled, "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," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 24, 2016.

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

No: None.

PH-7 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on 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**.

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

ACTION: The Ordinance as introduced was **adopted**, effective June 24, 2016.

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

No: None.

PH-8 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, 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.

Mark Devlin, president of CIRS, Inc., 2428 Almeda Avenue, was present to answer questions.

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

ACTION: The Ordinance as introduced was **adopted**, effective June 24, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

Dickey Thomas, the applicant, 1425 East Cary Street, Richmond, and Grady Palmer, legal counsel, 999 Waterside Drive, were present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

Ellis James, 2021 Kenlake Place, spoke in support, stating that the Resolution was very comprehensive and that he was going to pay close attention to the Granby Street Bridge, especially in regards to the safety of pedestrians.

ACTION: The Resolution as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective May 24, 2016.

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

No: None.

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

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

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

No: None.

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.

Ellis James, 2021 Kenlake Place, stated that at the Barron Black Precinct not all of the machines were synchronizing with what appeared on the screen. When he went to view the next page to show the candidates the screen flipped to another page.

ACTION: Received and Filed.

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

No: None.

R-17 A Resolution entitled, "A Resolution to rename the Cruise Ship Terminal in honor of Peter G. Decker Jr.

ACTION: The Resolution as introduced was **adopted**, effective May 24, 2016.

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

No: None.

NEW BUSINESS

1. Jonathan Morris, 9504 Chesapeake Blvd, asked Council to consider renaming Wellington Street to Brian Jones Way, or making it an honorary street, for slain Norfolk Police Officer Jones. He stated that memorabilia is being left on the street corner is becoming an eye sore.

2. Joe Cook, 1147 Surry Crescent, addressed Council about a complaint he filed last October against two police officers, stating it has not been resolved and he has not heard from Chief Goldsmith. He said that every officer should be outfitted with a body camera. There are 700 officers but understands that 430 are installed and being used.

3. Danny Lee Ginn, 3844 Dare Circle, called on the new council to take a "no confidence" vote on Mr. Riddick, to televise new business speakers, for his comments not to edited and to repeal the Rules for Citizen Participation.

THE CITY OF NORFOLK
CITY PLANNING

Inter Departmental Memorandum

TO:	City Council
THROUGH:	Marcus D. Jones, City Manager
FROM:	George Homewood, AICP, Director of City Planning
COPIES TO:	Ronald G. Moore, Sr. Design & Rehabilitation Consultant
SUBJECT:	Non Standard Lot Certificate – 956 Norchester Avenue
DATE:	June 10 , 2016

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

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

Property Information

Location:	956 Norchester Avenue	**Neighborhood:**	Haynes Tract
Zoning:	R-8	**Standard Lot Size:**	50 Ft. x 100 Ft.
House Type:	2 Story Single Family	**Proposed Lot Size:**	35 Ft. x 130 Ft.
House Size: (Width x Depth)	26 Ft. x 42 Ft.	**Square Footage:**	2092 Sq. Ft.

An existing curb cut will be removed to restore an on-street parking space. Due to the narrowness of the lot and the average set-back it is impossible to provide an off-street parking space.

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

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

THE CITY OF NORFOLK
CITY PLANNING

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

Applicant Information

Applicant Name:	Builders Unique	**Date of Application:**	November 9, 2015
Mailing Address:	6620 Indian River Road, Suite B		
City, State, Zip Code:	Virginia Beach, VA 23464		
Phone Number:	757-343-2043	**E-Mail:**	

Property Information

Location:	956 Norchester Avenue	**Neighborhood:**	Haynes Tract
Zoning:	R-8	**Standard Lot Size:**	50 Feet x 100 Feet
House Type:	2 Story Single Family	**Proposed Lot Size:**	35 Feet X 100 Feet
Proposed House Size:	26 Feet x 42 Feet	**Square Footage:**	2092 SF

The proposed building plans and elevations for development of the site at 956 Norchester Avenue and located in the Haynes Tract neighborhood in Norfolk, Virginia have been determined to be in keeping with the character of the neighborhood using the standards established by City Council in Section 4-0.15 of the Zoning Ordinance, which include but are not limited to location and placement of windows, doors, roof(s), porch(es), columns, driveways, garage(s), and building height.

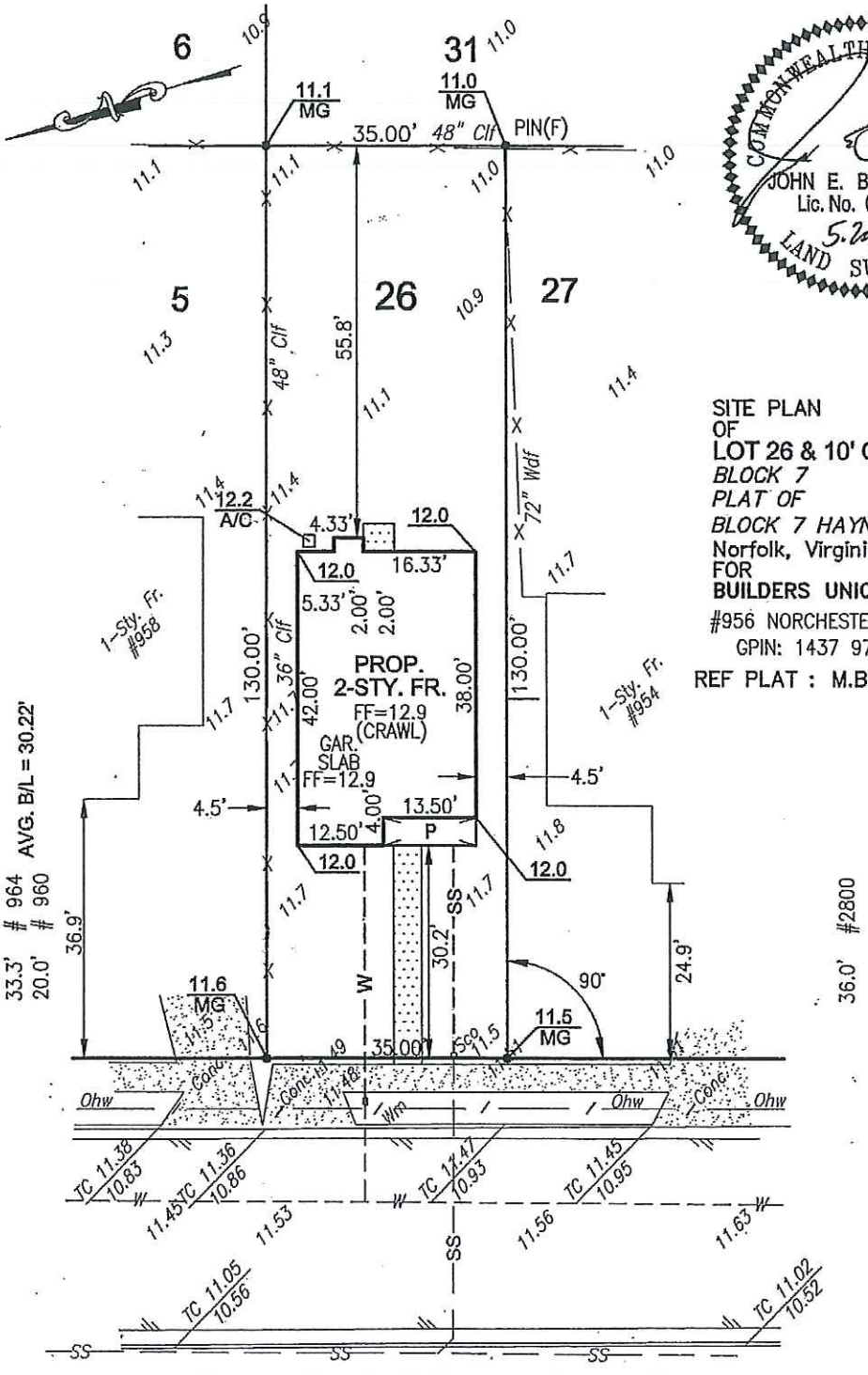
Please submit three sets of final plans and elevations to the Department of Planning and Community Development to be stamped "approved". After plans have been stamped, two sets of the approved plans will need to be presented to the Building Safety Division for consistency with Building Code requirements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

George Homewood, AICP, Director
City Planning

May 27, 2016
Date

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

1. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88(92)CITY OF NORFOLK DATUM.
2. BUILDING DIMENSIONS SHOWN AND STAKED ARE TO EXTERIOR FRAMING DIMENSIONS.
3. UTILITY, TOPOGRAPHIC AND LOT GRADING INFORMATION TAKEN FROM FIELD SURVEY AND CITY APPROVED PLANS.
4. INSTALL STANDARD CITY OF NORFOLK ENTRANCE, CITY INSPECTOR TO CONFIRM ENTRANCE IS ACCEPTABLE.
5. THIS PLAN DOES NOT GUARANTEE THE EXISTANCE AND/OR LOCATION OF UTILITIES. BEFORE DIGGING CONTACT "MISS UTILITY" AT 811.
6. FOR WORK IN THE PUBLIC RIGHT-OF-WAYS CONTACT CONSTRUCTION SUPERINTENDANT AT LEAST 48 HOURS IN ADVANCE AT 441-2952.
7. DEED RESTRICTIONS, EASEMENTS AND COVENANTS THAT MAY AFFECT THE PROPERTY ARE THE RESPONSIBILITY OF THE OWNER.
8. THIS PROPERTY APPEARS TO FALL INSIDE FLOOD ZONE X AS SHOWN ON F.E.M.A. FLOOD MAP COMMUNITY NUMBER 510104, PANEL NUMBER 0105F, DATED 9-02-09
BASE FLOOD ELEV=7.6' NAVD 88 (92)



COMMONWEALTH OF VIRGINIA
JOHN E. BRUNELLE
Lic. No. 002334
5.24.16
LAND SURVEYOR

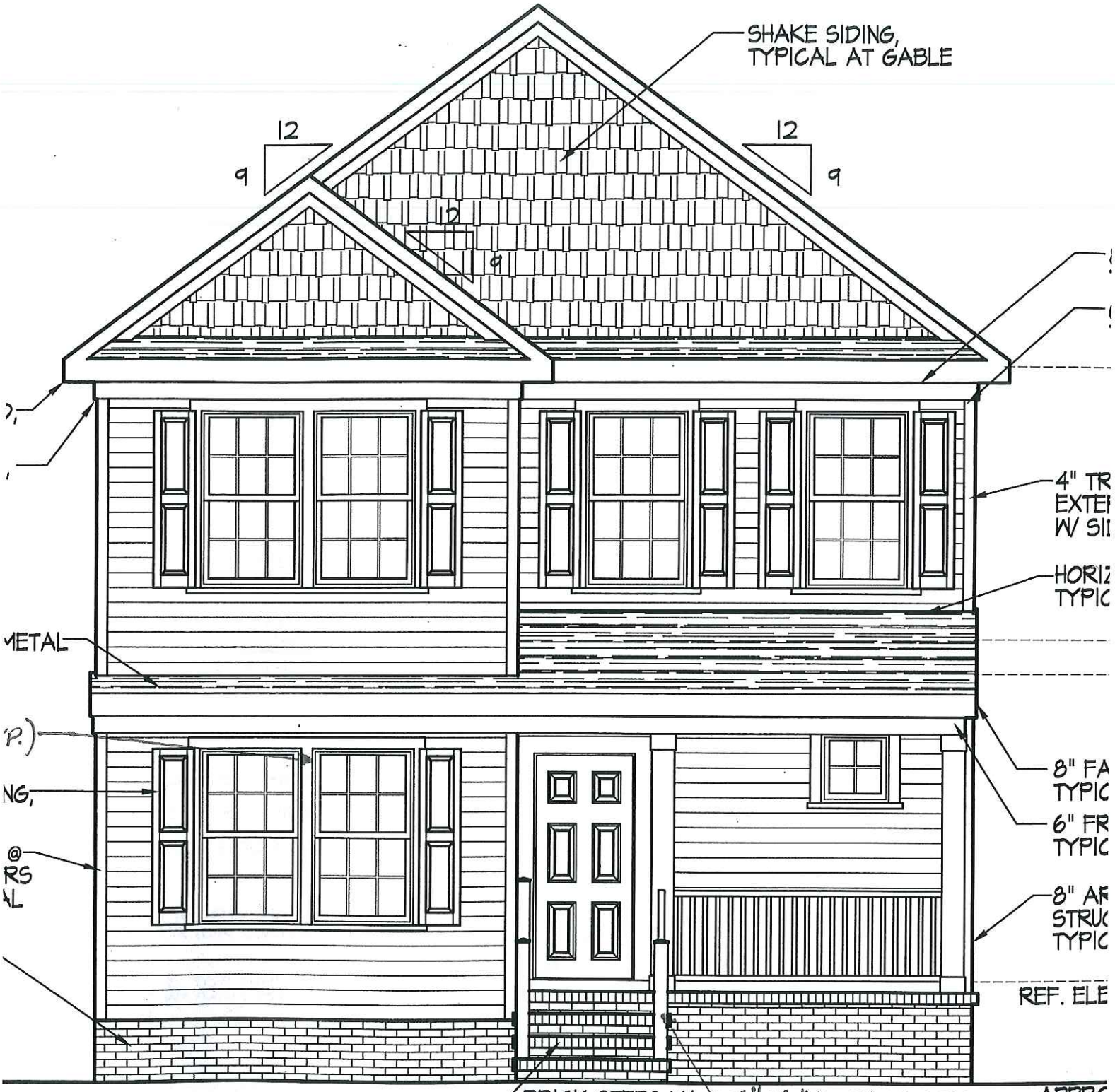
SITE PLAN
OF
LOT 26 & 10' OF LOT 27
BLOCK 7
PLAT OF
BLOCK 7 HAYNES TRACT
Norfolk, Virginia
FOR
BUILDERS UNIQUE, INC.
#956 NORCHESTER AVENUE
GPIN: 1437 97 7180
REF PLAT : M.B. 3, PG 59

NORCHESTER AVENUE

SCALE : 1"=20'	DATE : AUGUST 24, 2015	DWG. BY : JEB	PROJ. # 0227815

C:\SURV\WORK\SITEPLAN NORF\0227815.dwg

REVISED: MAY 24, 2016



FRONT ELEVATION

1/4" = 1'-0"

NOTE:

956 Norchester Avenue
Front View

956 Norchester Avenue
Rear View

THE CITY OF NORFOLK
CITY PLANNING

Inter Departmental Memorandum

TO:	City Council
THROUGH:	Marcus D. Jones, City Manager
FROM:	George Homewood, FAICP, Director of City Planning
COPIES TO:	Ronald G. Moore, Sr. Design & Rehabilitation Consultant
SUBJECT:	Non Standard Lot Certificate – 3426 Thomas Street
DATE:	June 10, 2016

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

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

Property Information

Location:	3426 Thomas Street	**Neighborhood:**	Novella Heights
Zoning:	R-7	**Standard Lot Size:**	60 Ft. x 100 Ft.
House Type:	2 Story Single Family	**Proposed Lot Size:**	54.53 Ft. x 155.86 Ft.
House Size: (Width x Depth)	42 Ft. x 34.67 Ft.	**Square Footage:**	2072 Sq. Ft.

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

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

THE CITY OF NORFOLK
CITY PLANNING

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

Applicant Information

Applicant Name:	Tymar Homes, LLC	**Date of Application:**	January 19, 2016
Mailing Address:	129 Hanbury Road		
City, State, Zip Code:	Chesapeake, VA 23322		
Phone Number:	757-289-8573	**E-Mail:**	

Property Information

Location:	3426 Thomas Street	**Neighborhood:**	Norvella Heights
Zoning:	R-7	**Standard Lot Size:**	60 Feet x 100 Feet
House Type:	2 Story Single Family	**Proposed Lot Size:**	54.53 Feet X 155.86 Feet
Proposed House Size:	42 Feet x 34.67Feet	**Square Footage:**	2072 SF

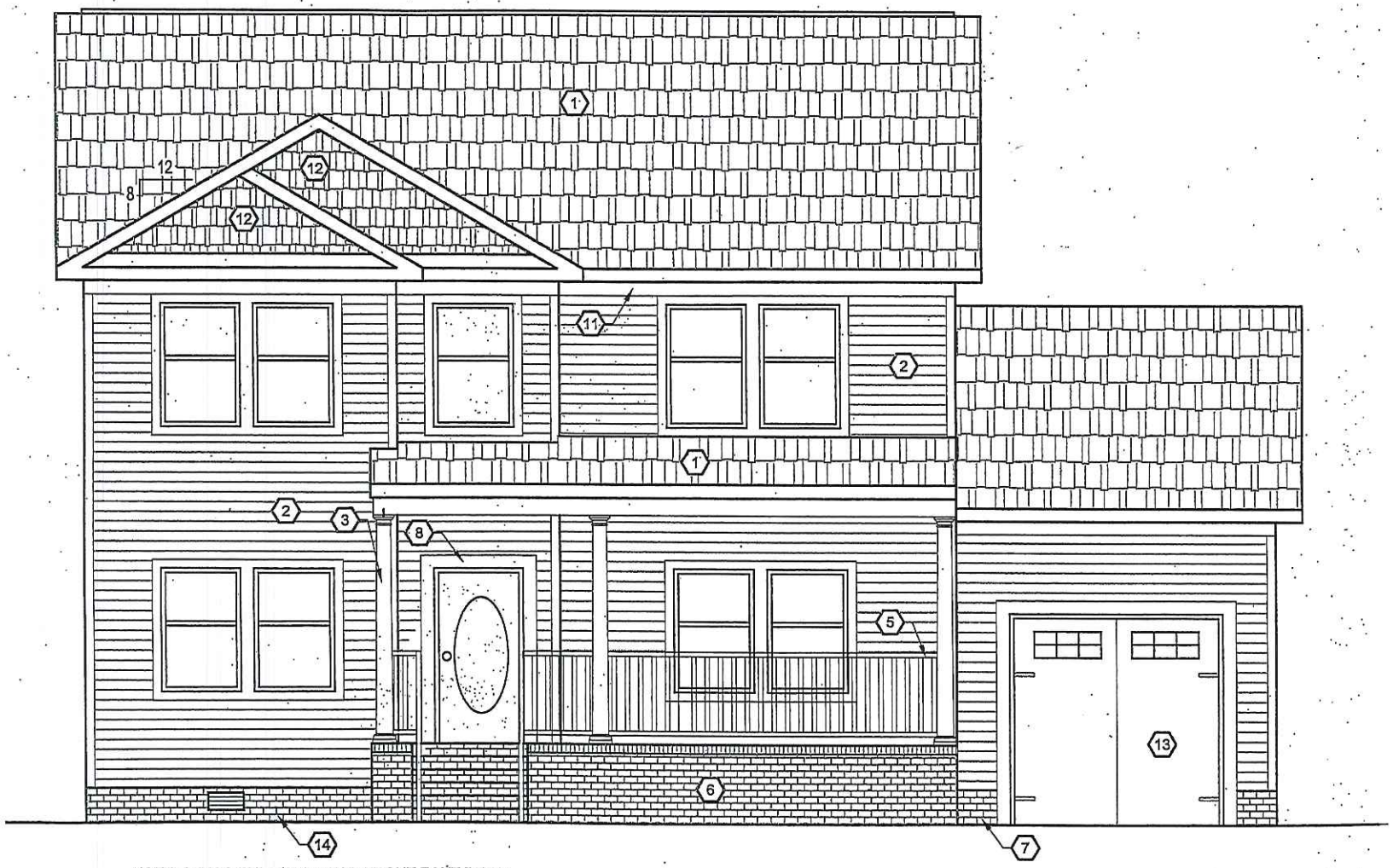
The proposed building plans and elevations for development of the site at 3426 Thomas Street and located in the Norvella Heights neighborhood in Norfolk, Virginia have been determined to be in keeping with the character of the neighborhood using the standards established by City Council in Section 4-0.15 of the Zoning Ordinance, which include but are not limited to location and placement of windows, doors, roof(s), porch(es), columns, driveways, garage(s), and building height.

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

George Homewood, FAICP, Director
City Planning

June 1, 2016
Date

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



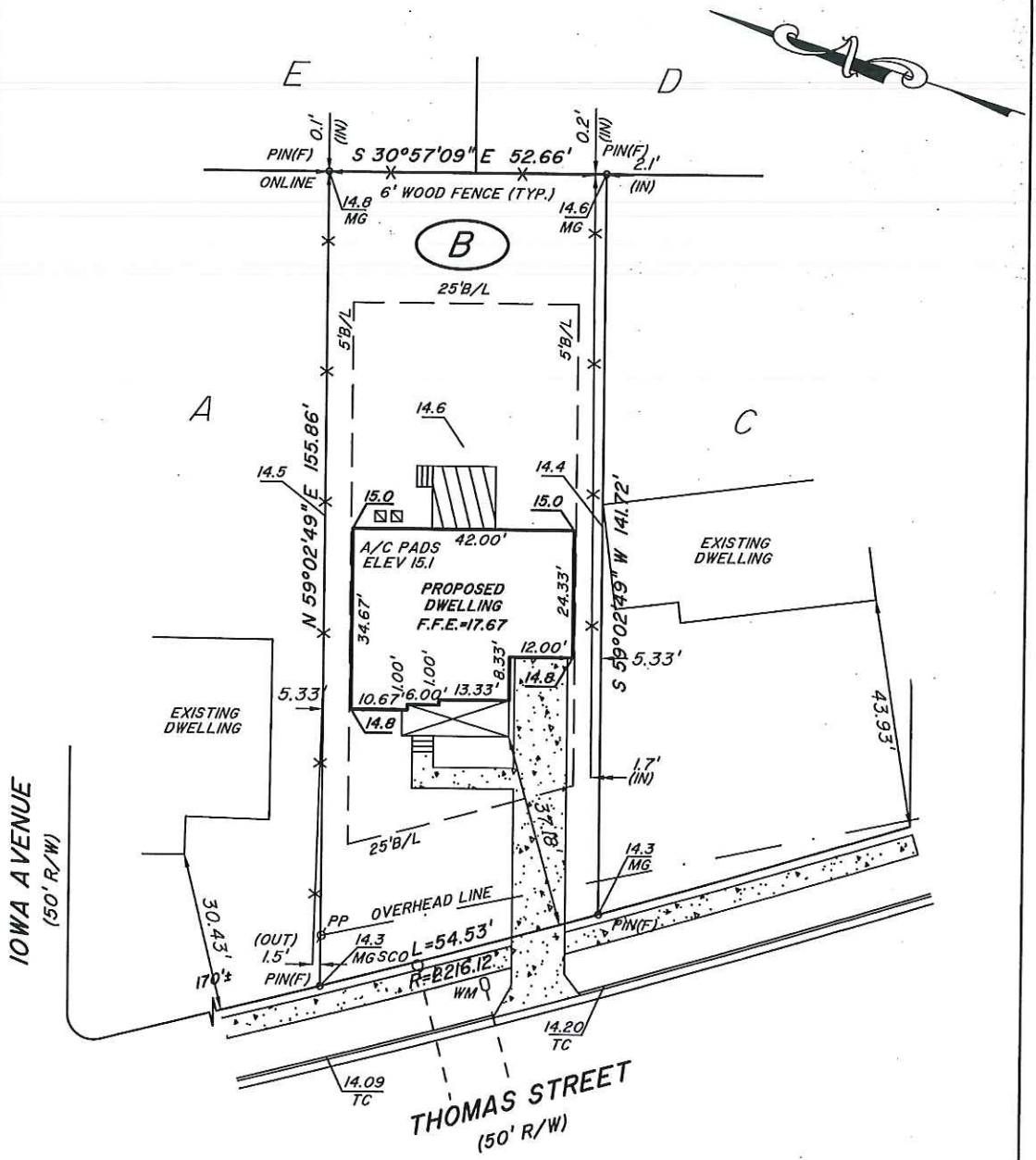
NOTE: SEE DETAIL 2/A7/A2 FOR FRONT RAKE DETAIL.

1
A1 | A7

SOUTH ELEVATION

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

(1) HASSELL & FOLKES IS NOT RESPONSIBLE FOR PLACING A PROPOSED BUILDING IN AN EXISTING EASEMENT DUE TO THE FOLLOWING CRITERIA:
(A) HASSELL & FOLKES HAS NOT BEEN FURNISHED, BY THE CLIENT, WITH A CURRENT TITLE REPORT SHOWING EASEMENTS ON THE SITE.
(B) HASSELL & FOLKES HAS NOT PERFORMED RESEARCH TO DETERMINE THE EXISTENCE OF EASEMENTS ON THE SITE.
(2) AFTER BUILDING PERMIT IS ISSUED, HASSELL & FOLKES ASSUMES THAT THE BUILDER APPROVES THE LOCATIONS OF THE BUILDING SHOWN.
(3) LOT IS SERVED BY CITY SEWER AND WATER.
(4) LOT GRADING SHOWN HEREON IS BASED ON TOPOGRAPHIC SURVEY PREFORMED 12-18-15 (NAVD 88 VERTICAL DATUM.
(5) ALL DIMENSIONS SHOWN ON THE BUILDING(S) ON THIS PLAN ARE FIELD STAKE-OUT DIMENSIONS AND HAVE BEEN VERIFIED BY THE BUILDER.



THE PROPERTY APPEARS TO LIE IN ZONE 'X' AS SCALED FROM COMMUNITY PANEL #515527 0290 G. THIS IS TO CERTIFY THAT THIS PLAN REFERS TO THE SAME LOT AS SET FORTH BY PLAT DATED NOV 26, 1962 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF NORFOLK, VIRGINIA IN M.B. 19, PAGE 61, AND DEED DATED 11-13-2015 AND RECORDED IN INSTRUMENT #150025491.

0' 25' 50'

GRAPHIC SCALE: 1"=25'

PLOT PLAN OF A PORTION OF LOT B, SECTION TWO SUBDIVISION OF LOT 5 & PART OF LOT 2 AMENDED PLAT BRANDON PLACE NORFOLK, VIRGINIA

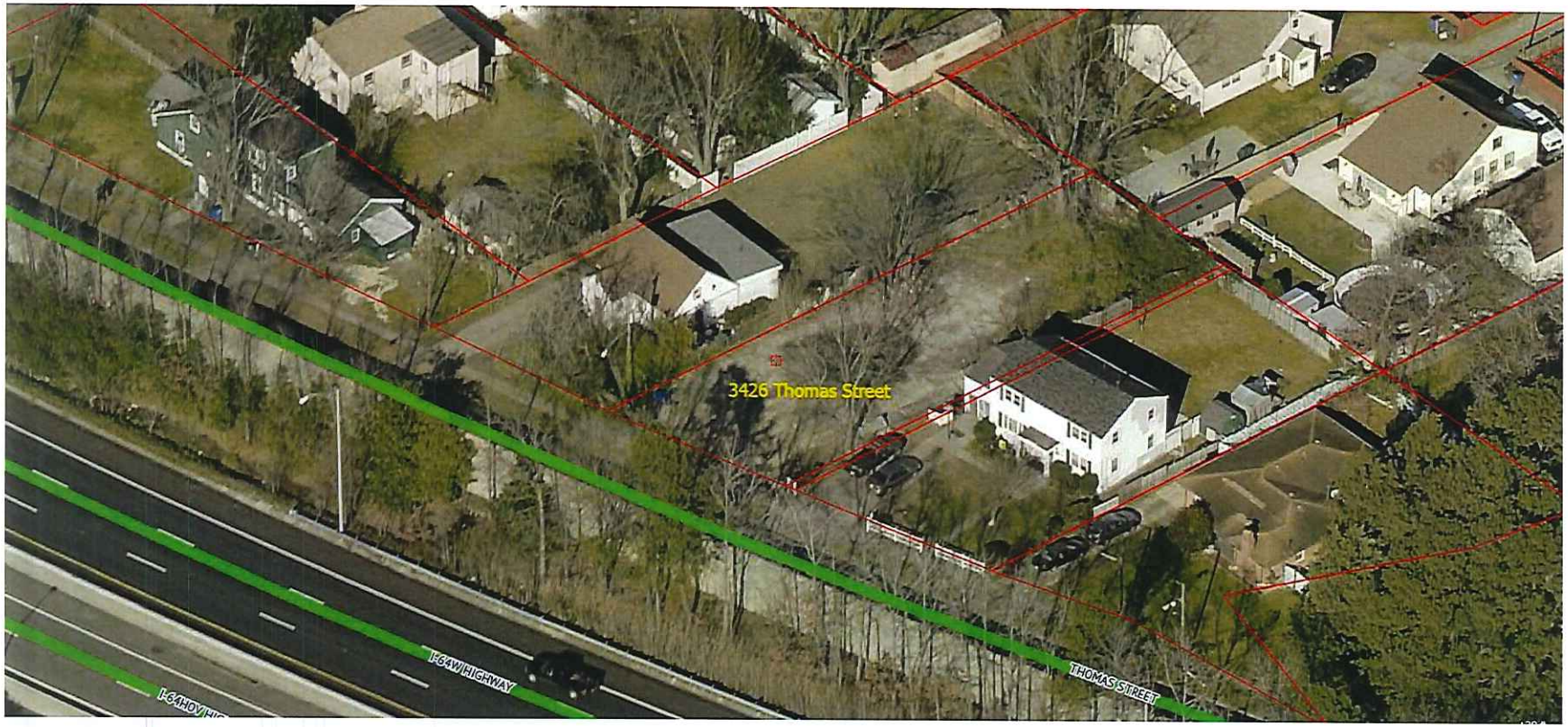
W.O. #50426

DATE: 12/22/15

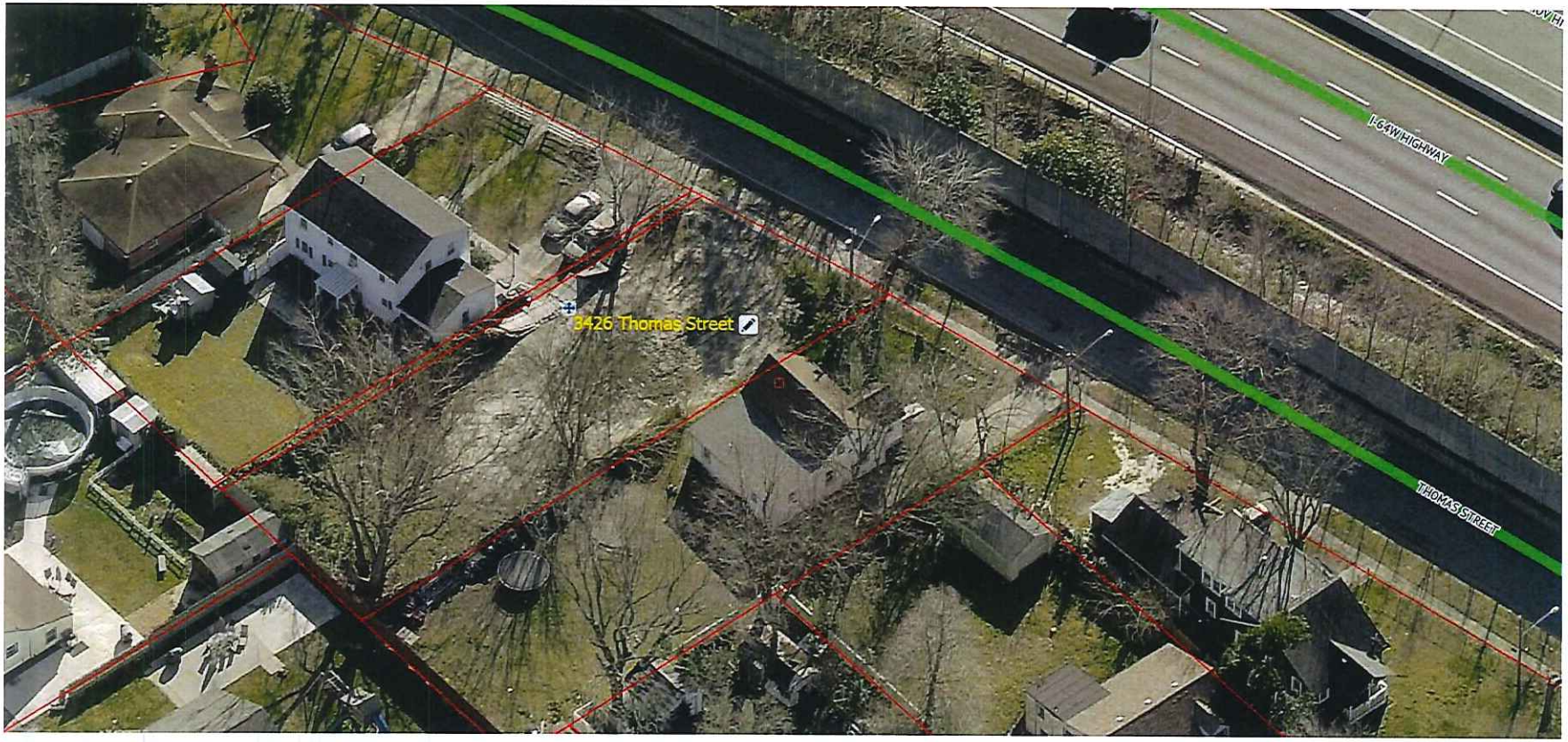
COMMONWEALTH OF VIRGINIA
TIMOTHY M. FALLON
Lic. No. 1659
05-04-16
LAND SURVEYOR

HASSELL & FOLKES, P.C.
ENGINEERS-SURVEYORS-PLANNERS
325 VOLVO PARKWAY
CHESAPEAKE, VIRGINIA 23320
PHONE: (757) 547-9531 FAX: (757) 547-9481
www.hfpc-online.com

3426 Thomas Street
Front View



3426 Thomas Street
Rear View



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:	June 10, 2016

Attached for your review is the Pending Land Use Report, identifying applications received from May 18, 2016 through June 7, 2016. The report reflects items that are tentatively scheduled to be heard at the June 20, 2016 Architectural Review Board and the July 28, 2016 City Planning Commission meetings. In an effort to provide advance notice, this report is prepared prior to City Council meetings. No action is required on this report.

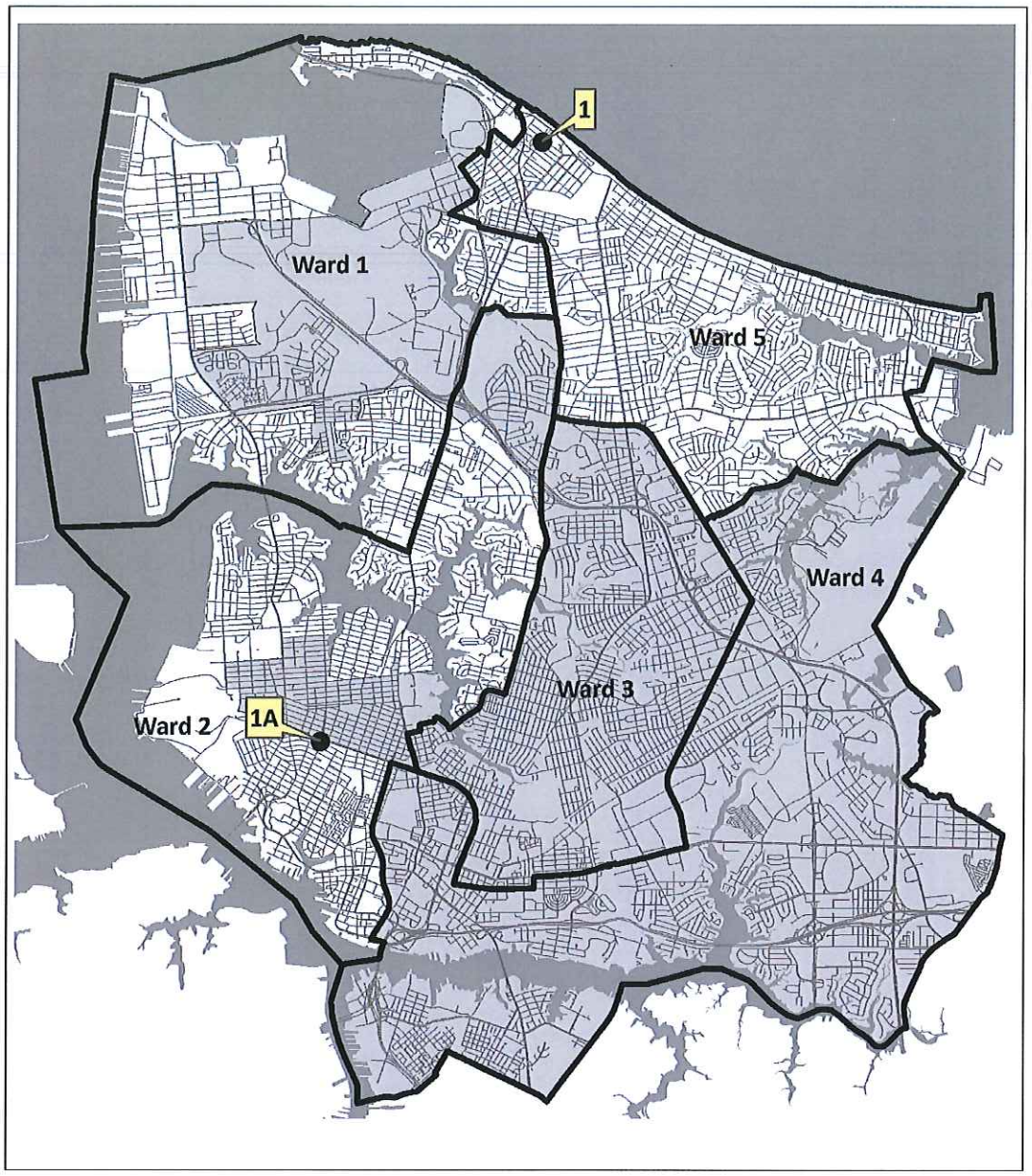
If you have any questions about these items, please contact me.

Architectural Review Board – June 20, 2016

Number	Applicant	Location	Request	Ward	SW	Neighborhood
1A	Coelacanth Brewing	760 W 22nd Street, Suite A	Encroachment for outdoor dining	2	6	Ghent

City Planning Commission – July 28, 2016

Number	Applicant	Location	Request	Ward	SW	Neighborhood
1	Carmen's Cafe	9610 1st View Street	Special exception to operate an eating and drinking establishment.	5	6	Ocean View



Pending Land Use Actions
MAY 18 - JUNE 7

0 4,000 8,000 16,000 Feet

Superwards
6
7

N

This map is for graphic purposes only.

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

CITY OF NORFOLK
OFFICE OF THE MAYOR

PAUL D. FRAIM
MAYOR

June 10, 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., June 14, 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

June 10, 2016

The following meetings will take place on Tuesday, June 14, 2016:

1. 4:30 P.M. Transportation and Infrastructure (TI), 10th floor conference room at City Hall.

2. 5:00 P.M. Council to assemble in the 10th floor conference room at City Hall for a Business Meeting.

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

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

NORFOLK, VIRGINIA

DOCKET FOR THE COUNCIL

TUESDAY, JUNE 14, 2016 – 7:00 P.M.

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

PUBLIC HEARINGS

PH-1 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments approving the terms and conditions of a Lease of space in City Hall to **Suntrust Bank** for the location of an ATM machine.

PH-2 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance to **Balance Builders, Inc**. of a certain parcel of property located at **4014 Powhatan Avenue** for the total sum of $18,000.00 in accordance with the terms and conditions of the Purchase and Sale Agreement.

PH-3 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the issuance of up to $175,000,000 in General Obligation Bonds (the "Bonds") of the City of Norfolk, Virginia (the "City"), to finance a portion of the City's Capital Improvement Program.

REGULAR AGENDA

R-1 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the issuance and sale by the City of Norfolk, Virginia, of up to $360,000,000 in **General Obligation Refunding Bonds** to refund earlier bond issues," will be introduced in writing and read by its title.

R-2 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the issuance and sale by the City of Norfolk, Virginia, of up to $160,000,000 in **Water Revenue Refunding Bonds** to refund earlier bond issues," will be introduced in writing and read by its title.

R-3 Letter from the City Manager and the following two Ordinances:

An Ordinance entitled, "An Ordinance to grant a Certificate of Appropriateness for replacement of the roof on a residential property at **534 Pembroke Avenue** and located in a Historic District," will be introduced in writing and read by its title.

R-3A An Ordinance entitled, "An Ordinance to deny a Certificate of Appropriateness for replacement of the roof on a residential property at **534 Pembroke Avenue** and located in a Historic District," will be introduced in writing and read by its title.

R-4 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Granby Development Certificate to permit the renovation of an existing warehouse to provide residential dwelling units on property located at **210 East 22nd Street**," will be introduced in writing and read by its title.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance to approve and adopt a schedule of fees related to the cost of implementing and enforcing the **Uniform Statewide Building Code**," will be introduced in writing and read by its title.

R-6 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Special Exception to permit the operation of an automobile storage yard for "DAC Warehouse, LLC" on property located at **429 West 24th Street**," will be introduced in writing and read by its title.

R-7 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Special Exception to permit the operation of a commercial drive-through for "Starbucks" on property located at **7600 Hampton Boulevard**," will be introduced in writing and read by its title.

R-8 Letter from the City Manager and the following three Ordinances:

An Ordinance entitled, "An Ordinance granting a Special Exception to permit the operation of a commercial drive-through for "Starbucks" on property located at **2000 Colonial Avenue, Unit 12**," will be introduced in writing and read by its title.

R-8A An Ordinance entitled, "An Ordinance granting a Pedestrian Commercial Overlay District Development Certificate to permit the construction of a new retail sales and eating establishment on property located at **2000 Colonial Avenue, Unit 12**," will be introduced in writing and read by its title.

R-8B An Ordinance entitled, "An Ordinance vacating a portion of a building line situated on the north side of **West 20th Street between Colonial Avenue and Debree Avenue**," will be introduced in writing and read by its title.

R-9 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Special Exception authorizing the sale of alcoholic beverages for off-premises consumption at an establishment known as "Elixia" on property located at **257 Granby Street**," will be introduced in writing and read by its title.

R-10 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Special Exception to permit the operation of an automobile repair facility on property located at **5880 to 5888 Poplar Hall Drive**," will be introduced in writing and read by its title.

R-11 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Special Exception to permit the construction of a communication tower (commercial) on property located at **5880 to 5888 Poplar Hall Drive**," will be introduced in writing and read by its title.

R-12 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Special Exception to operate a used merchandise sales establishment named "Salvation Army Family Store" on property located at **2340 East Little Creek Road**" will be introduced in writing and read by its title.

R-13 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a Special Exception authorizing the operation of an eating and drinking establishment known as "Little Dog Diner" on property located at **1917 Colley Avenue**," will be introduced in writing and read by its title.

R-14 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the amendment of the **Revolving Loan Fund Plan**, as approved by the United States Department of Commerce Economic Development Administration, authorizing the Cooperation Agreement to be entered into with the Economic Development Authority, and, appropriating and authorizing the expenditure of up to $625,000.00 in Grant Funds in furtherance of the Norfolk Revolving Loan Fund Plan dated October 2015," will be introduced in writing and read by its title.

R-15 Letter from the City Manager and a Resolution entitled, "A Resolution approving the formation of legal entities by the Norfolk Redevelopment and Housing Authority to facilitate the renovation of the **Young Terrace and Diggs Town Communities**," will be introduced in writing and read by its title.

R-16 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **749 Boush Street, LLC** to encroach into the right-of-way of **Boush Street and Grace Street** with an underground footer and concrete flood wall" will be introduced in writing and read by its title.

R-17 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Virginia Natural Gas** to encroach into the right-of-way of **Lance Road** with an overhead canopy," will be introduced in writing and read by its title.

R-18 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Richard and Judy Levin** to encroach into the right-of-way at **240 W. 21st Street** with a canopy, sign, pilasters, capitals, window trim and lighting," will be introduced in writing and read by its title.

R-19 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting Blue Marble and Sun, LLC permission to encroach into the right-of-way at **9659 First View Street** approximately 187 square feet for the purposes of outdoor dining and approving the terms and conditions of the Encroachment Agreement," will be introduced in writing and read by its title.

R-20 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City Manager to enter into a Right of Entry Agreement with the Commonwealth of Virginia, Department of Transportation and Corman E.V. Williams, a joint venture, for work related to the **Virginia Department of Transportation Military Highway Continuous Flow Intersection Project**," will be introduced in writing and read by its title.

R-21 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a License Agreement with the **Western Tidewater Water Authority** for the operation and maintenance of a raw water main across City of Norfolk property located in the City of Suffolk," will be introduced in writing and read by its title.

R-22 Letter from the City Manager and an Ordinance entitled, "An Ordinance finding a public necessity for the acquisition in fee simple of certain property located at **312 and 314 Brockwell Avenue** for the purpose of construction of a retention pond; approving the acquisition of the property by Purchase Agreement or Condemnation; and authorizing the expenditure of a sum of up to $46,000.00 from funds heretofore appropriated for acquisition of the property and all related transactional costs," will be introduced in writing and read by its title.

R-23 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a **Nonexclusive Telecommunications Franchise Agreement** with Mobilitie, LLC," will be introduced in writing and read by its title.

R-24 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting with appreciation the donation of $5,710 to the City from the **Hampton Roads Community Foundation** and appropriating and authorizing the use of the funds to support **Library Services and Programs**," will be introduced in writing and read by its title.

R-25 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Norfolk Outlets, LLC** to encroach into the right-of-way of **Northampton Boulevard and Miller Store Road** with signage," will be introduced in writing and read by its title.

R-26 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting Jack Mavromatis, Jr., Louis Mavromatis and Helen Christie to encroach into the right-of-way at **117 W. 21st Street** with signage and an awning," will be introduced in writing and read by its title.

R-27 Letter from the City Manager and an Ordinance entitled, "An Ordinance to repeal Sections 16-177 to 16-184 of the *Norfolk City Code, 1979* **SO AS TO** dissolve the Norfolk Municipal Bond Commission," will be introduced in writing and read by its title.

R-28 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $2,547.25, plus interest **to Zahn Court Reporting, Limited** based upon the overpayment of its **Business License Tax for the year 2016**," will be introduced in writing and read by its title.

R-29 Letter from the City Attorney and an Ordinance entitled, "An Ordinance to schedule the starting time of the **organizational city council meeting** at 2:00 p.m., **Friday, July 1, 2016** in the Council Chamber," will be introduced in writing and read by its title.

R-30 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City Manager to enter into a **Cooperation Agreement with the Economic Development Authority of the City of Norfolk**," will be introduced in writing and read by its title.

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: Lease Agreement between the City of Norfolk and Suntrust Bank for the location of an ATM machine

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-1**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Suntrust Bank
919 E. Main Street, 14th Floor
Richmond, VA 23219

III. **Description:**
This agenda item is an ordinance to renew a lease agreement between the City of Norfolk (the "city") and Suntrust Bank ("Suntrust") to permit Suntrust to continue to use sixteen (16) square feet of space on the first floor of the City Hall building for an automated teller machine ("ATM").

IV. **Analysis**
This lease agreement will permit Suntrust to install, operate, maintain, replace and remove an ATM machine in the City Treasurer's office in the City Hall building located at 810 Union Street. The ATM in this location provides convenience to citizens visiting City Hall. Suntrust will maintain the ATM and keep it in good working order. The term of the lease agreement is three (3) years, commencing on May 1, 2016 and terminating on April 30, 2019.

V. **Financial Impact**

Rent (Suntrust ATM in City Hall)	Annual Rent: $10.00 (Payable on April 1st of each year)
Liability insurance for Suntrust Bank	The City has been named as an additional insured, with a minimum combined single limit of liability of $2,000,000 per occurrence; therefore, there should be no financial risk to the City

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Lease Agreement

3/1/2016-bjl

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING THE TERMS AND CONDITIONS OF A LEASE OF SPACE IN CITY HALL TO SUNTRUST BANK FOR THE LOCATION OF AN ATM MACHINE.

- - -

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

Section 1:- That the terms and conditions of a Lease Agreement between the City of Norfolk as Landlord and Suntrust Bank as Tenant for the lease of space in City Hall to Suntrust Bank for the location of an ATM machine for the period from May 1, 2016 through April 30, 2019, a copy of which is attached hereto, are hereby approved.

Section 2:- That the City Manager is authorized to execute the Lease Agreement on behalf of the City and to do all things necessary and proper to carry out the Lease.

Section 3:- That the City Manager is further authorized to correct, revise or amend the Lease Agreement, with the advice and counsel of the City Attorney, as he may deem necessary to carry out the intent of the Council.

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

LEASE AGREEMENT
BETWEEN
THE CITY OF NORFOLK
AND
SUNTRUST BANK

THIS LEASE AGREEMENT entered into this _____ day of _____, 2016, between the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia (the "Landlord") and SUNTRUST BANK, whose address is 919 East Main Street, 14th Floor, Richmond, Virginia 23219 (the "Tenant") provides:

THAT for and in consideration of the mutual promises and conditions set forth herein and other good and valuable consideration, the Tenant and the landlord hereby agree as follows:

1. **LEASE OF PREMISES**. The parties agree that the Landlord hereby leases to the Tenant sixteen (16) square feet of space, as more particularly shown and described on Exhibit A attached hereto (the "Premises"), for the installation, operation, maintenance, replacement and removal of an automated teller machine, or any similar machine or terminal (collectively, the "ATM"), in the City Treasurer's office in the building known as City Hall and located at 810 Union Street, Norfolk, Virginia 23510 (the "Building").

2. **PREMISES**. The Landlord hereby leases the premises to the Tenant, together with the non-exclusive right of access to and from the Premises and the right to use all parking areas, sidewalks and other common areas inside and outside of the building, upon the terms and conditions set forth herein.

3. **TERM**.

a. The parties agree that this Lease Agreement shall be in effect from May 1, 2016 through April 30, 2019, unless earlier terminated or extended as provided herein. The Landlord shall, immediately after the execution of this Lease, deliver possession of the Premises to the Tenant for installation of the ATM for purposes hereof.

b. The Tenant shall have the option to renew this Lease Agreement for up to two (2) additional three (3) year terms. The Tenant may exercise such renewal option by sending written notice of renewal to the landlord at least sixty (60) days prior to the end of the then current term. In the event the Tenant elects to renew the Term, the Renewal Terms shall be upon the same terms and conditions as set forth in this Lease Agreement.

c. Notwithstanding any other provision of this Lease to the contrary, either party shall have the right at any time during the Term to terminate this Lease, with or without cause, by providing at least ninety (90) days written notice to the other party, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein) after the termination of this Lease.

4. **PAYMENTS**. The Tenant shall pay the Rent to the Landlord, at the Landlord's address in the amount of Ten Dollars ($10.00) per year payable on April 1 of each year during this Lease Agreement.

5. **USE AND OCCUPANCY**. The Tenant shall have the right to use and occupy the Premises for the installation, operation, maintenance, replacement and removal of the ATM, or any similar machine or terminal that may be initially or subsequently installed by the Tenant. Landlord may allow other tenants to also provide ATM equipment and services inside and on the exterior of the Building. The Landlord further agrees that:

a. Provided the Tenant performs all of its obligations under this Lease, the Tenant shall have and enjoy peaceful and quiet possession of the Premises during the Term; and

b. The Landlord shall not limit or obstruct access to and from the ATM or obscure the visibility of the ATM to the Landlord's visitors, employees and invitees in the Building during normal business hours.

6. **SIGNS**. The Tenant may place signs identifying itself and its operations and the names and logos of network providers on the ATM. The Tenant may conduct is operations at the Premises under its current trade name or any other trade name that the Tenant may lawfully use in the jurisdiction in which the Building is located.

7. **FIXTURES AND EQUIPMENT**. The Tenant, at its expense, may provide all fixtures and equipment that it deems necessary or desirable for the operation of the ATM and all such fixtures and equipment shall at all times during the Term remain the property of the Tenant. The Tenant agrees that if any mechanics' or similar liens shall be filed against the Building by any contractor, subcontractor, materialman or laborer for work performed or materials furnished at the request of the Tenant in connection with the installation of the ATM, the Tenant shall, within thirty (30) days after it is provided with written notice of such lien, cause such lien to be released or bonded off and removed of record. The Landlord expressly waives and releases any right the Landlord may have to a lien under the common or statutory laws of the jurisdiction in which the Building is located upon the ATM or any other fixtures, machinery or equipment installed by the Tenant on the Premises.

8. **MAINTENANCE AND REPAIR**.

a. The Tenant, at its expense, shall keep and maintain the ATM in good order and repair. The Landlord agrees to provide the Tenant and its employees and contractors with access to the Premises at reasonable times for the purposes of maintaining and servicing the ATM.

b. The Landlord, at its expense, shall (i) keep and maintain the Building and the Premises in good order and repair, and (ii) furnish all necessary utilities including, without limitation, lighting, air conditioning, heating, electricity and other utilities (but excluding telephone), for the Premises. The Landlord agrees that the supply of electrical service to

the ATM shall be continuous and shall not be interrupted for any reason, except in the event of an emergency or as a result of reasons beyond the Landlord's control.

9. **INSURANCE**.

a. The Tenant, at its expense, shall (i) insure the ATM against damage by casualty, and (ii) maintain commercial general liability insurance, including public liability and property damage, with respect to its operation of the ATM, with a minimum combined single limit of liability of $2,000,000 for personal injury or death of persons occurring on the Premises.

b. The Landlord, at its expense, shall keep the Building and the Premises insured with broad form property damage insurance, with extended coverage, in the amount of the replacement value of the Building. The Landlord, at its expense, shall also maintain commercial general liability insurance, including public liability and property damage, with a minimum combined single limit of liability of $2,000,000 for personal injury or death of persons occurring in or around the Building or the Premises.

10. **DEFENSE AND INDEMNIFICATION**. The Tenant agrees to defend, indemnify and hold the Landlord and its officers, directors, employees and agents, harmless from any and all claims for injury, death, damages or expenses (including reasonable attorneys' fees) caused by the Tenant's use and occupancy of the Premises, except for any such injury, death, damages or expenses caused by the negligence or willful misconduct of the landlord or any employee, agent or contractor of the Landlord.

11. **TAXES**. The Landlord shall pay all taxes assessed against the Building and the Premises and the Tenant shall pay all personal property taxes imposed specifically against the ATM.

12. **TERMINATION BY LANDLORD**. If the Tenant breaches any covenant of this Lease Agreement and fails to cure same within thirty (30) days after written notice of such breach from the Landlord to the Tenant or, if such breach cannot be cured within such thirty (3) day period and the Tenant fails to pursue diligently the curing day period and the Tenant fails to pursue diligently the curing of such breach within a reasonable period of time thereafter, then the landlord may, at its option, terminate this Lease by providing ten (10) days prior written notice of such termination to the Tenant, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein).

13. **TERMINATION BY TENANT**. If the Landlord breaches any covenant of this lease and fails to cure same within thirty (30) days after written notice of such breach from the Tenant to the Landlord or, if such breach cannot be cured within such thirty (30) day period and the landlord fails to pursue diligently the curing of such breach within a reasonable period of time thereafter, then the Tenant may, at its option, terminate this Lease by providing ten 910) days prior written notice of such termination to the landlord, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein).

14. **SURRENDER**. The Landlord acknowledges and agrees that the ATM and any other fixtures, machinery or equipment installed by the Tenant on the Premises shall remain the property of the Tenant. Within thirty (30) days after any termination or expiration of the Term the Tenant, at its expense, shall remove the ATM and repair any damages to the Premises caused by the Tenant's installation or removal of the ATM, and surrender possession of the Premises to the Landlord in good condition, reasonable wear and tear excepted.

15. **CASUALTY**. If the Premises or the Building is destroyed by fire or other casualty or the Building is destroyed or damaged to such an extent that the Tenant is unable to operate the ATM in a manner satisfactory to the Tenant, then the Tenant shall have the right to terminate this Lease as of the date such casualty occurred by providing written notice thereof to the Landlord, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein).

16. **ASSIGNMENT AND SUBLEASE**. Except as otherwise provided in this Section, the Tenant may assign its interests in this Lease or sublease the Premises only with the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Tenant may assign this Lease or sublease all or part of the Premises, without the Landlord's consent, (i) to any entity that is a parent, subsidiary or affiliate of the Tenant, and (ii) to any successor in interest to the Tenant by merger, consolidation, acquisition or reorganization.

17. **ENTIRE AGREEMENT**. This Lease Agreement an any exhibits attached hereto set forth the entire agreement between the parties hereto with respect to the Tenant's right to install, operate, replace, maintain and remove the ATM. There are no promises, agreements or understandings, whether oral or written, between the parties regarding such matters other than as set forth in this Lease. Any amendment or modification to this Lease Agreement shall not be binding upon either party unless such amendment or modification is reduced to writing and signed by both parties. This Lease Agreement does not create a partnership, agency or joint venture relationship between the Landlord and the Tenant for the operation of the ATM or for any other purpose.

18. **CAPTIONS**. The captions of the sections of this Lease Agreement are not part of the context of this Lease Agreement and shall be ignored in construing this Lease Agreement. They are intended only as aids in locating various provisions of this Lease Agreement.

19. **SEVERABILITY**. Each provision contained in this Lease Agreement shall be independent and severable from all other provisions hereof and the invalidity of any such provision shall in no way affect the enforceability of the other provisions hereof.

20. **GOVERNING LAW**. This Lease Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Building is located without regard to conflict of laws principles.

21. **BINDING EFFECT**. This Lease Agreement shall be binding upon and shall inure to the benefit of the Landlord and the Tenant and their respective heirs, legal representatives, successors and permitted assigns.

22. **NOTICES**. All notices and communications under this Lease Agreement shall be in writing and signed by a duly authorized representative of the party sending the same. All notices shall be deemed effective when delivered personally or on the next business day after being sent by a guaranteed overnight delivery service (such as UPS) or on the third (3rd) day after being sent by certified mail, return receipt requested, postage prepaid, to the addresses listed as follows:

Landlord:	City Manager City Hall Building 810 Union Street, 11th Floor Norfolk, VA 23510
Tenant:	Suntrust Bank 919 East Main Street 14th Floor Richmond, Virginia 23219

Either party may change its address by giving written notice of such change to the other party in the manner provided herein. Until any such written notice is actually received, the most recent address of record shall be deemed to continue in effect for all purposes.

23. **AUTHORIZATION**. Each party to this Lease hereby represents that this Lease has been duly authorized, executed and delivered by all necessary action on behalf of such party, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Tenant and the Landlord have caused this Lease Agreement to be executed on their behalf by their duly authorized representatives as of the date set forth above.

CITY OF NORFOLK

_____

City Manager

Attest:

_____

City Clerk

SUNTRUST BANK

_____

Name: _____

Title: _____

Contents Approved:

_____

Department of General Services

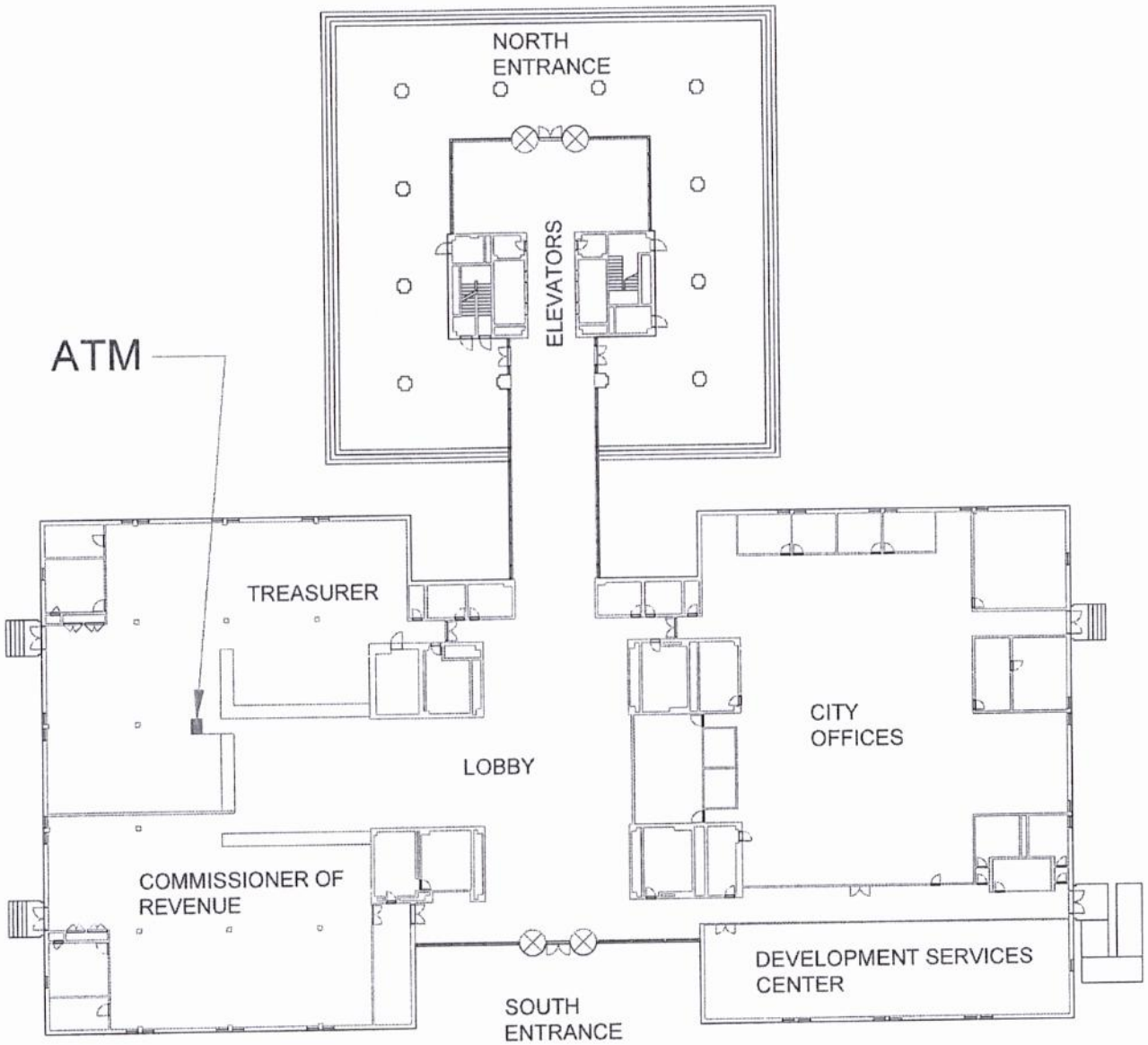
Form and Correctness Approved:

_____

Mary L. G. Nexsen
Deputy City Attorney

EXHIBIT

A



N

FIRST FLOOR PLAN - ATM LOCATION

NOT TO SCALE

CITY HALL

810 UNION ST., NORFOLK, VA 23510

FEBRUARY 29, 2016

City of NORFOLK

C: Dir., Department of General Services

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: Sale of city-owned property located at 4014 Powhatan Avenue to Balance Builders, Inc.

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/7

Approved: Marcus D. Jones, City Manager

Item Number: **PH-2**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Balance Builders, Inc.
2525 Oconee Avenue, Suite 101.
Virginia Beach, VA 23454

III. **Description:**
This agenda item is an ordinance to authorize the sale of a vacant parcel of land owned by the City of Norfolk (the "city"), and located at 4014 Powhatan Avenue (the "property"), to Balance Builders, Inc. ("Balance Builders").

IV. **Analysis**
Balance Builders seeks to purchase and develop the property located at 4014 Powhatan Avenue. The city has agreed to sell the property to Balance Builders for the appraised value of $18,000. The appraised value of the property differs from the assessed value as the property is subject to deed restrictions which limit its development to a single-family, owner-occupied home. As a condition of the sale of this property, no building permit shall be issued until a zoning certificate has been obtained from the Department of City Planning verifying the proposed single-family dwelling to be built on the property is consistent with the prevailing patterns of the neighborhood.

The development of a quality home built on this property will help to exemplify the continued expansion efforts in the area and will add to local comparable real estate values. Conveyance to Balance Builders will subject the property to real estate taxes, thereby creating on-going revenue for the city. No specific city use has been identified for this property.

V. Financial Impact

Purchase price	$18,000 (appraised value)
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees
FY2016 Assessed Value of Parcel	$36,000
Annual Real Property Tax Revenue	• $414 annually (current total revenue for this lot) • Potential $2,070.00 annually (with land and improvements at a proposed value of $180,000)

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Legal Description
- Purchase and Sale Agreement
- Aerial map

12/15/2015-wld
Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CONVEYANCE TO BALANCE BUILDERS, INC. OF A CERTAIN PARCEL OF PROPERTY LOCATED AT 4014 POWHATAN AVENUE FOR THE TOTAL SUM OF $18,000.00 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE AND SALE AGREEMENT.

- - -

WHEREAS, the City of Norfolk owns certain property known as 4014 Powhatan Avenue; and

WHEREAS, Balance Builders, Inc. ("BB") has offered to purchase the said property being described in Exhibit A attached hereto, from the City of Norfolk for the sum of $18,000.00; and

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

WHEREAS, Council has determined that the public interest is best served by the conveyance of the property to BB for the sum of $18,000.00 upon the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as Exhibit B; now, therefore,

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

Section 1:- That the sale to BB of that certain parcel of property described in Exhibit A, for the sum of $18,000.00, 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 $18,000.00 and the satisfaction of all terms and conditions set forth in the Purchase and Sale Agreement, the City Manager is authorized to deliver a deed conveying the said property to BB, with Special Warranty of Title, in form satisfactory to the City Attorney, and the City Manager is further authorized to do all things necessary and proper to carry out the terms of the Purchase and Sale Agreement.

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

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

EXHIBIT A TO ORDINANCE

4014 Powhatan Ave
Lots 1 and 2 – Block 7 – Lamberts Point

A rectangular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, and being known, numbered and designated as Lots 1 and 2, in Block 7, as shown on that certain plat entitled, "Town of Lamberts Point," which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 2 at Page 72, less and except a 10' right-of-way return at the northwest corner of said Lot 1 and a 15' drainage easement along the southern line of said Lots 1 & 2, both of which are hereby retained by the City of Norfolk.

The above described parcel contains 6,228.54 square feet, more or less.

September 28, 2015

EXHIBIT B TO ORDINANCE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2015, by and between the **CITY OF NORFOLK,** a municipal corporation of the Commonwealth of Virginia ("City"), and **BALANCE BUILDERS, INC.**, a Virginia corporation ("BB"), whose address is 2525 Oconee Avenue, #101, Virginia Beach, Virginia 23454.

RECITALS:

A. City is the owner in fee simple of certain real property known as 4014 Powhatan Avenue, together with all improvements thereon and all rights and appurtenances thereunto pertaining, located in the City of Norfolk, Virginia, said property being described in Exhibit A, which is attached hereto and made a part hereof ("Property").

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

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

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

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

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

2. PURCHASE PRICE. The purchase price (the "Purchase Price") for the Property is **Eighteen Thousand Dollars and 0/100 ($18,000.00)**, and the Purchase Price will be paid in the form of a certified check or by wire transfer of funds at Closing.

3. DEPOSIT. Within five (5) business days from the date this Agreement is fully executed by City, BB shall deposit with an escrow agent selected by City ("Escrow Agent") the sum of **One Thousand Eight Hundred Dollars and 0/100 ($1,800.00)** in cash as earnest money ("Deposit"). The Deposit shall be deposited by the Escrow Agent in a fully federally insured interest bearing account and all interest accruing on the Deposit shall belong to BB in all events. The Deposit shall be non-refundable except as specifically set forth herein.

4. CONVEYANCE.

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

b. Possession of the Property will be given to BB at closing.

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

d. City and BB agree that the attorney or title insurance company ("Title Company") selected by BB shall act as the settlement agent ("Settlement Agent") at BB's expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications in accordance with Paragraph 18.

5. FEASIBILITY PERIOD. BB shall have 120 days from the date the Purchase and Sale Agreement is executed by all parties in which to complete its assessment of the Property, including title examination and environmental assessment.

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

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

a. Receipt of a satisfactory title commitment.

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

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

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

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

10. OWNER OCCUPIED. The deed shall contain a restrictive covenant limiting construction upon the property to single-family, owner occupied dwellings and structures appurtenant thereto.

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

Purchaser: Geoffrey Wallace
Balance Builders, Inc.
2525 Oconee Avenue, #101
Virginia Beach, Virginia 23454

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

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

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

14. DEFAULT AND REMEDIES.

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

i. Terminate this Agreement;

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

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

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

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

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

WITNESS the following duly authorized signatures and seals:

[SIGNATURES ON FOLLOWING PAGE]

CITY OF NORFOLK

By: _____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the _____ day of _____, 20___, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Purchase and Sale Agreement dated this _____ day of _____, 20___, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 20___.

_____
Notary Public

Registration No._____

APPROVED AS TO CONTENTS:

_____
Director, Department of General Services

APPROVED AS FORM AND CORRECTNESS:

_____
Deputy City Attorney

PURCHASER:

BALANCE BUILDERS, INC.

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

Given under my hand this___ day of_____, 20___.

_____
Notary Public

Registration No._____

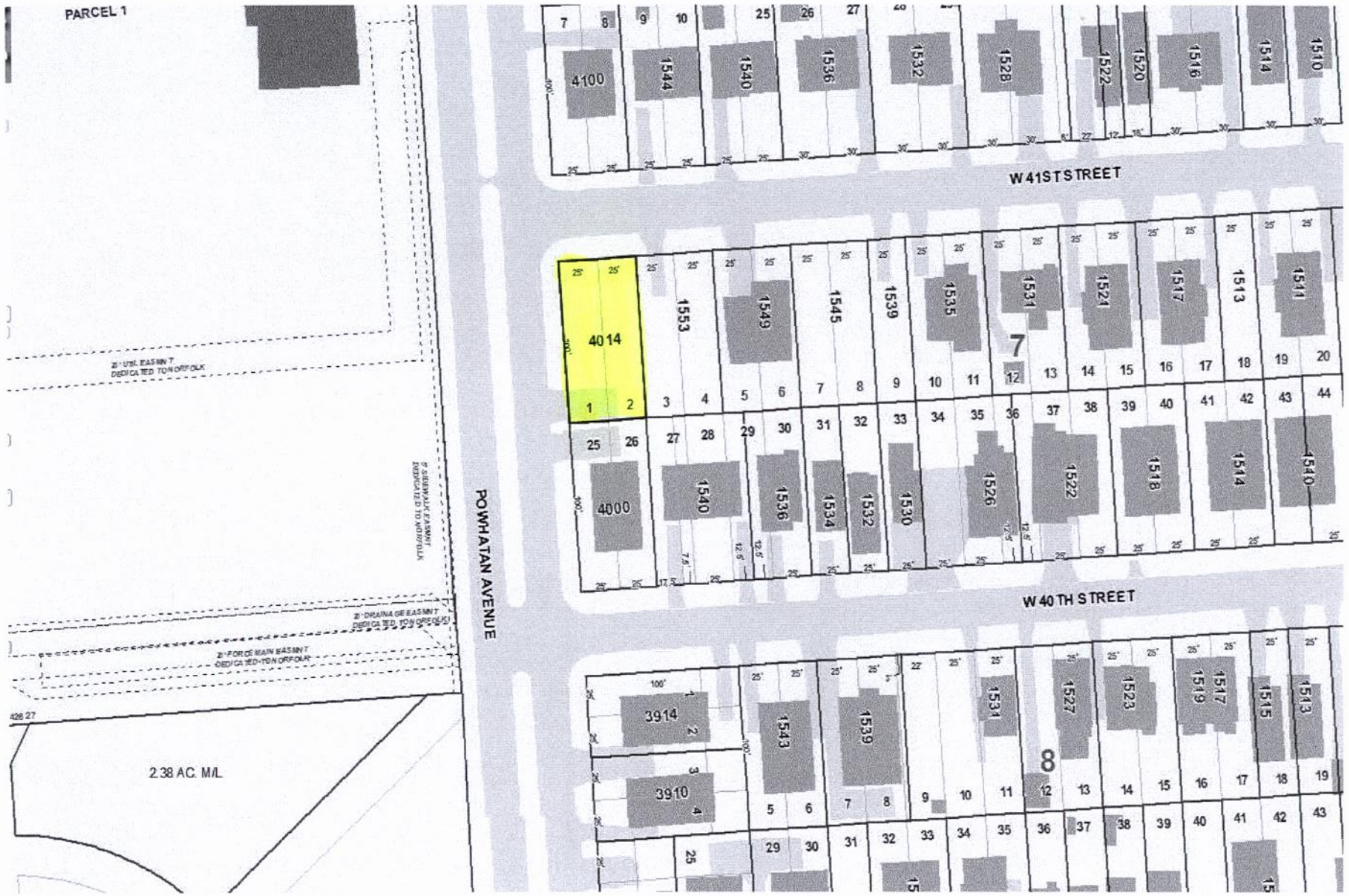
EXHIBIT A

4014 Powhatan Ave
Lots 1 and 2 – Block 7 – Lamberts Point

A rectangular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, and being known, numbered and designated as Lots 1 and 2, in Block 7, as shown on that certain plat entitled, "Town of Lamberts Point," which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 2 at Page 72, less and except a 10' right-of-way return at the northwest corner of said Lot 1 and a 15' drainage easement along the southern line of said Lots 1 & 2, both of which are hereby retained by the City of Norfolk.

The above described parcel contains 6,228.54 square feet, more or less.

September 28, 2015


PARCEL 1
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W 40TH STREET
POWHATAN AVENUE
2.38 AC. M/L
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C: Director, Department of Finance

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: Christine Garczynski, Director of Finance

Subject: Series 2016 General Obligation Capital Improvement Bond Issuance

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: Citywide

Approved: Marcus D. Jones, City Manager

Item Number: **PH-3**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description**

This agenda item is an ordinance authorizing the sale of up to $175,000,000 of General Obligation Bonds to fund the cash flow needs of previously authorized the General Capital, Wastewater, Storm Water, Towing and Parking Capital Improvements Programs.

IV. **Analysis**

The ordinance authorizes the issuance of General Obligation Capital Improvement Bonds in an amount not-to-exceed $175,000,000.

The bond sale is being planned as a negotiated sale with the underwriters. Negotiated sales are generally warranted when a bond sale is relatively "complex," as in the case of this planned issuance. The 2016 General Obligation Capital Improvement Bonds are being issued as part of the City of Norfolk's (the "city's") overall 2016 bond finance plan, and may include a refunding component, Variable Rate Demand Bonds ("VRDBs"), Qualified Energy Conservation Bonds ("QECBs") and permanent long-term financing for the Line of Credit (the "Line").

The city established the Line to be used as low cost flexible interim financing. By matching borrowing to school construction, renovation and maintenance cost, the city has been able to successfully reduce its short-term debt service expenditures. Through utilization of the Line, the city has benefited both from low interest costs and better flexibility to time its long-term debt issuance.

V. **Financial Impact**

The planned sale is currently anticipated not-to-exceed $175,000,000 in new money. Each of the Funds will pay their respective portion of the debt service on the General Obligation Capital Improvement Bonds.

VI. **Environmental**

The planned issuance includes QECBs that will utilize the Norfolk Green Community program established in 2013. The Norfolk Green Community program shall include without limitation the projects that further the city's environmental sustainability goals, outcomes and actions as set forth and linked to the plaNorfolk2030.

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 has been coordinated with the Department of Finance and the City Attorney's Office.

Supporting documentation from the Department of Finance:

- Ordinance

05/20/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ N/A N/A
Account

Director of Finance 5/31/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF NORFOLK, VIRGINIA, OF UP TO $175,000,000 IN GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS

- - -

WHEREAS, the Council (the "Council") of the City of Norfolk, Virginia (the "City"), has determined that it is necessary to finance a portion of the City's Capital Improvement Program, as the Council may amend it from time to time (the "CIP"), and the acquisition of various personal property (together with the CIP, the "Projects") and that it is advisable to borrow up to $175,000,000 and to issue general obligation bonds of the City (the "Bonds") to provide funds (i) to pay the costs of the Projects and (ii) to pay the costs of issuance related to the issuance and sale of the Bonds;

WHEREAS, the Council has determined to authorize the

issuance of the Bonds in one or more series to finance all or a portion of the costs associated with the Projects, such Bonds to be issued bearing interest at either tax-exempt or taxable rates including without limitation all or a portion as "Qualified Energy Conservation Bonds" ("QECBs") within the meaning of Section 54D of the Internal Revenue Code of 1986, as amended (the "Tax Code") or "Qualified School Construction Bonds" ("QSCBs") within the meaning of Section 54F of the Tax Code; and

WHEREAS, the Council has held a public hearing on June 14, 2016, regarding the issuance of the Bonds in accordance with the requirements of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Code of Virginia of 1950, as amended (the "Virginia Code").

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

Section 1:- That the Council hereby determines that it is advisable and will benefit the inhabitants of the City through the promotion of their safety, health, welfare and prosperity to contract a debt and to issue and sell the Bonds in an original aggregate principal amount not to exceed $175,000,000. The Council hereby authorizes the issuance and sale of the Bonds in one or more series from time to time in accordance with the terms of this Ordinance. Each series of the Bonds shall be styled "City of Norfolk, Virginia, General Obligation Capital Improvement Bonds," except in the case of QECBs and QSCBs, which may be styled "City of Norfolk, Virginia, General Obligation Qualified Energy Conservation Bonds," or "City of Norfolk, Virginia, General Obligation Qualified School Construction Bonds," as applicable, with an appropriate series designation. The proceeds

from the issuance and sale of the Bonds shall be used to pay all or a portion of the costs of the Projects and the underwriter's and original issue discounts and costs of issuance related to the issuance and sale of the Bonds.

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

Section 3:- That the Bonds shall be dated as of a customary date or dates as shall be determined by the City Manager of the City (the "City Manager"). The Bonds shall be issued in fully registered form in denominations of $5,000 each or whole multiples thereof, or such other denominations as the City Manager or the Director of Finance of the City (the "Director of Finance") deems advisable. The Bonds of any series shall be numbered from R-1 upward consecutively or in such other manner as determined by the City Manager. The City Manager, in consultation with the Director of Finance, is hereby authorized and directed to determine the principal amount of the Bonds, whether the Bonds bear interest at a fixed or variable rate, whether the Bonds bear interest that is includible or excludable from gross income for federal income tax purposes, whether to sell the Bonds, or any portion thereof, to the public by negotiated sale to the Underwriter, as hereinafter defined, or by competitive bidding, or to a private purchaser by a direct sale, the payment dates for the principal, premium, if any, and interest on the Bonds and the maturity dates for the Bonds; provided that:

(a) the original aggregate principal amount of the Bonds shall not exceed the amount set forth in Section 1,

(b) the true interest cost of any series of fixed rate Bonds shall not exceed 6.0% per annum (taking into account any original issue discount or premium and taking into account the direct credit payments from the Secretary of the Treasury of the United States under Section 6431 of the Tax Code in respect of any Bonds issued as QECBs or QSCBs),

(c) the sale price of any series of fixed rate Bonds shall not be less than 97.0% of the original aggregate principal amount thereof,

(d) the initial rate for any variable rate Bonds shall not exceed 6.0%, and

(e) the final maturity of any series of Bonds shall not be more than 40 years from the dated date of such series of Bonds or, with respect to any series of Bonds issued as QECBs or QSCBs, the last maturity date permitted under Section 54A of the Tax Code.

Section 4:- That the Bonds shall be issued upon the terms established pursuant to this Ordinance and shall be in substantially the form on file with the Director of Finance, with such appropriate variations, omissions and insertions as are permitted or required by this Ordinance. There may be endorsed on the Bonds such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section 5:- That the City Manager and the Director of Finance are hereby authorized and directed to approve such optional redemption provisions with respect to each series of the Bonds as either may deem advisable, including provisions that preclude any series of the Bonds from optional redemption.

Section 6:- That, in addition to the requirements for providing a notice of optional redemption to the registered owners of the Bonds as provided in the form of the Bonds, the Bond Registrar, who has been appointed as provided in Section 16 and Section 17, shall send further notice of any call for optional redemption by registered or certified mail not less

than 30 days nor more than 60 days before the redemption date to the Municipal Securities Rulemaking Board. In preparing any notice of optional redemption, the Bond Registrar shall take into account, to the extent applicable, the prevailing tax-exempt security industry standards and any regulatory statement of any federal or state administrative body having jurisdiction over the City or the tax-exempt securities industry. Failure to give any notice specified above, or any defect therein, shall not affect the validity of any proceedings for the optional redemption of any Bonds. Any notice of optional redemption may state that it is conditioned upon there being available on the date fixed for redemption an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to such date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied.

Section 7:- That the Mayor of the City (the "Mayor") and the City Manager are hereby authorized and directed to execute the Bonds. The Clerk of the Council (the "Clerk") is hereby authorized and directed to affix the seal of the City to each series of the Bonds and to attest to the seal. The manner of execution, attestation to and affixation of the seal may be by facsimile; provided, however, that if the signatures of the Mayor, the City Manager and the Clerk are all by facsimile, the Bonds will not be valid until signed at the foot thereof by the manual signature of the Bond Registrar. The City Manager's approval or determination of the details and provisions of the Bonds that the City Manager has been authorized or directed to approve under this Ordinance shall be evidenced conclusively by the City Manager's execution and delivery of the Bonds on the City's behalf.

Section 8:- That the Council hereby directs that the Bonds that are sold to the public be issued initially in fully registered form by means of a book-entry-only system. One typewritten bond certificate for each maturity of each such series of Bonds will be registered in the name of The Depository Trust Company or its nominee ("DTC") and immobilized in DTC's

custody. The book-entry-only system will evidence beneficial ownership of the Bonds in the principal amounts of $5,000 or whole multiples thereof, or such other denominations as the City Manager or the Director of Finance deems advisable, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Beneficial owners of the Bonds shall not receive physical delivery of such Bonds so long as the book-entry-only system remains in effect.

Section 9:- That for so long as DTC is the registered owner of a series of Bonds, the principal of, premium, if any, and interest on such Bonds will be payable to DTC in accordance with the City's Letter of Representations to DTC, as it may be amended from time to time. Transfers of principal, premium, if any, and interest payments to participants of DTC will be the responsibility of DTC; transfers of principal, premium, if any, and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. The City will, however, give notices with respect to such Bonds and otherwise comply with the terms of the City's Letter of Representations to DTC, as it may be amended from time to time.

Section 10:- That replacement Bonds (the "Replacement Bonds") shall be issued directly to beneficial owners of the Bonds that are originally registered to DTC as provided in Section 11 rather than to DTC, but only if:

(a) DTC determines not to continue to act as securities depository for the Bonds that are originally registered to DTC; or

(b) The City has advised DTC of its determination that it is in the best interest of the beneficial owners of the Bonds that are originally registered to DTC to discontinue the book-entry-only system of transfer through DTC;

and the City cannot locate and engage another satisfactory qualified securities depository.

Section 11:- That upon the occurrence of the event described in Section 10(a) or Section 10(b) (and the City undertakes no obligation to make any investigation of the matters described in Section 10(b)), the City shall attempt to locate another satisfactory qualified securities depository. If the City fails to locate another satisfactory qualified securities depository to replace DTC, the City shall execute and deliver printed Replacement Bonds substantially in the form approved above to DTC's participants for redelivery to the beneficial owners of the Bonds that are originally registered to DTC. The City shall be entitled to rely on the records provided by DTC as to the participants entitled to receive Replacement Bonds. Principal of, premium, if any, and interest on the Replacement Bonds shall be payable as provided in the Bonds and this Ordinance and such Replacement Bonds will be transferable in accordance with the provisions of Section 18 and the Bonds.

Section 12:- That the Bonds may have CUSIP identification numbers printed on them. No such number will constitute a part of the contract evidenced by the Bond on which it is imprinted and no liability will attach to the City, or any of its officers or agents by reason of such numbers or any use made of them, including any use made by the City and any of its officers or agents, by reason of any inaccuracy, error or omission.

Section 13:- (a) That the Council hereby authorizes the sale of all or any series of the Bonds to an underwriter or group of underwriters with demonstrated experience in underwriting municipal securities (individually and collectively, the "Underwriter") to be selected by the City Manager or, if the City Manager so elects, at public bid to the bidder with the lowest true interest cost to the City. The City Manager or the Director of Finance is hereby authorized and directed to execute and deliver a Bond Purchase Agreement with the Underwriter, or, if sold by competitive bidding, other appropriate documents with the successful bidder (the "Bid Documents")

providing for the sale and delivery of the Bonds upon terms and conditions to be approved by the City Manager or the Director of Finance, subject to the parameters set forth in Section 1 and Section 3. The approval of the final terms and conditions of the Bonds sold by negotiated sale shall be evidenced conclusively by the execution and delivery of the Bond Purchase Agreement by the City Manager or the Director of Finance and the Underwriter, or, if sold by competitive bidding, the Bid Documents. The City Manager and the Director of Finance are hereby authorized and directed to deem each preliminary official statement "final" for purposes of Securities and Exchange Commission Rule 15c2-12 (the "Rule").

(b) That the Council hereby authorizes the sale of all or any series of the Bonds directly to a purchaser or purchasers to be selected by the City Manager. The City Manager and the Director of Finance, or either of them, are hereby authorized and directed to execute and deliver such purchase and loan documents as may be necessary or desirable in connection with the direct sale or sales authorized hereby (the "Purchase Documents"). The approval of the final terms and conditions of any Bonds sold by direct sale shall be evidenced conclusively by the execution and delivery of the Purchase Documents by the City Manager or the Director of Finance, subject to the parameters set forth in Section 1 and Section 3. If any Bonds are sold by a direct sale, the principal, premium, if any, and interest on such Bonds may be payable pursuant to payment instructions provided by the purchaser and approved by the City Manager. If any Bonds are sold pursuant to a direct sale, such Bonds shall be registered in the name of the purchaser thereof, or, if the City Manager approves of such designee, a designee selected by the purchaser, and such Bonds may be delivered to the registered owner.

Section 14:- That the appropriate officers and agents of the City are hereby authorized and directed to execute and deliver simultaneously with the issuance of any series of the Bonds the interest on which is intended to be excludable from gross income

for federal income tax purposes or any series of the Bonds issued as QECBs or QSCBs a Non-Arbitrage Certificate and Tax Compliance Agreement setting forth the expected use and investment of the proceeds of the Bonds and containing such covenants as may be necessary in order to comply with the provisions of the Tax Code, including the provisions of Section 148 of the Tax Code and applicable regulations relating to "arbitrage bonds." The Council hereby agrees on behalf of the City that the proceeds from the issuance and sale of any such series of the Bonds will be invested and expended as set forth in the City's Non-Arbitrage Certificate and Tax Compliance Agreement and that the City will comply with the other covenants and representations contained in it.

Section 15:- That the City Manager and Director of Finance, or either of them, are hereby authorized and directed to execute and deliver simultaneously with the issuance of any or all series of the Bonds a Continuing Disclosure Agreement in substantially the form on file with the Director of Finance, setting forth the reports and notices to be filed by the City and containing such covenants as may be necessary in order to comply with the provisions of the Rule with respect to the Bonds.

Section 16:- That the Council hereby appoints the Director of Finance as the Bond Registrar and Paying Agent for the Bonds.

Section 17:- That the Council may appoint a subsequent Bond Registrar or one or more Paying Agents, or both, for any Bonds by subsequent authorization and upon giving written notice to the registered owners of the affected Bonds that specifies the name and location of the principal office of any such Bond Registrar or Paying Agent.

Section 18:- That upon surrender for transfer or exchange of any Bond (or any printed bond issued in substitution therefor) at the principal office of the Bond Registrar, the City shall execute and deliver and the Bond Registrar shall authenticate in the name of the registered owner or the transferee or transferees, as appropriate, a new Bond or Bonds of any authorized denomination in an aggregate principal amount equal to the Bond surrendered and of the same series, form and

maturity and bearing interest at the same rate as the Bond surrendered, subject in each case to such reasonable regulations as the Council and the Bond Registrar may prescribe. All Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and substance reasonably satisfactory to the Bond Registrar, duly executed by the registered owner or by his or her duly authorized attorney-in-fact or legal representative. No Bond shall be registered to bearer.

Section 19:- That new Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by this Ordinance and entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

Section 20:- That no charge shall be made for any exchange or transfer of Bonds, but the Bond Registrar may require payment by the person requesting the exchange or transfer of a sum sufficient to cover any tax or other governmental charge which may be imposed with respect to the exchange or transfer of such Bonds.

Section 21:- That if prior to the offering of any series of the Bonds, market or other conditions are such that the City Manager, in consultation with the Director of Finance, determines that it is not advisable to enter into a long-term financing for all or any portion of the costs of the Projects, the City Manager, without further approval of Council as to documentation or otherwise, is hereby authorized to execute, deliver and issue short-term notes of the City (the "Notes") as provided in Section 15.2-2628 of the Virginia Code in anticipation of the issuance of any or all series of the Bonds; provided the principal amount of the Notes shall not exceed the maximum principal amount authorized under Section 1, the term to maturity thereof shall not exceed five years and the true interest cost thereon shall not exceed 6.0% (taking into account any original issue discount or premium) and shall be subject to the parameters set forth in Section 1 and Section 3 and the other terms and conditions contained in this Ordinance to the extent not inconsistent with this Section 21. Any of

the Notes may be extended or refinanced from time to time by or at the direction of the City Manager, provided that no extension or refinancing matures later than five years from the date of the original issuance of such Note. The Clerk is hereby authorized and directed to affix the seal of the City to such Notes and to attest to the seal. The interest component of the Notes shall be secured in the same manner as the Bonds authorized hereunder. The principal component of the Notes shall be secured by the Bonds authorized hereunder. The Notes may be retired, in the discretion of the Council, from the proceeds of the corresponding Bonds, any revenue bonds of the City or by means of current revenues, special assessments or other funds, provided that the maximum amount of the Bonds or revenue bonds of the City authorized will be reduced by the amount of Notes retired by means of such current revenues, special assessments or other funds.

Section 22:- That the City Manager, the Director of Finance and such other officers and agents of the City as the City Manager or the Director of Finance may designate, are hereby authorized and directed to take further action as each deems necessary or appropriate regarding the issuance, credit enhancement and sale of the Bonds or Notes, including, without limitation, (i) the designation of all or any portion of the Bonds as QECBs under Section 54D of the Tax Code or as QSCBs under Section 54F of the Tax Code and the making of any other designations or elections with respect to the Bonds under the Tax Code as they may deem to be in the best interest of the City, (ii) the preparation, execution and delivery of any agreement relative to the tax-exempt status of any of the Bonds or the status of any of the Bonds as "qualified tax credit bonds," "qualified energy conservation bonds," "qualified school construction bonds" or "specified tax credit bonds" under Sections 54A, 54D, 54F or 6431 of the Tax Code and the use of the proceeds thereof and other instruments, agreements and documents related to the issuance and sale of any series of the Bonds, (iii) the confirmation that each Project selected for funding from the proceeds of QECBs is part of the Norfolk Green Community Program, (iv) the purchase of one or more credit enhancements for any series of the Bonds if market or other conditions so

warrant and (v) the application for CUSIP identification numbers. All actions taken by officers and agents of the City in connection with the issuance and sale of the Bonds are hereby ratified and confirmed. The authorizations granted in this Ordinance to the Mayor, the Clerk, the City Manager and the Director of Finance may be carried out by the Vice Mayor, the Chief Deputy or Deputy City Clerk, any Deputy or Assistant City Manager or any Acting, Deputy or Assistant Director of Finance, as appropriate, in the absence of the primary officer.

Section 23:- That the officers and agents of the City are hereby authorized and directed to take such further actions as each deems necessary regarding the issuance and sale of the Bonds and all actions taken by such officers and agents in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

Section 24:- That the appropriate officers or agents of the City are hereby authorized and directed to file a certified copy of this Ordinance with the Circuit Court of the City pursuant to Sections 15.2-2607 and 15.2-2627 of the Virginia Code.

Section 25:- That the Council hereby elects pursuant to Section 15.2-2601 of the Virginia Code to issue the Bonds under the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Virginia Code without regard to the requirements, restrictions or other provisions contained in the Charter of the City.

Section 26:- That this Ordinance shall take effect from and after its adoption.

C: Director, Department of Finance

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: Christine Garczynski, Director of Finance

Subject: Authorization to issue General Obligation Refunding Bonds through June 30, 2017

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: Citywide

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 authorizing the sale of up to $360,000,000 of General Obligation Refunding Bonds to refinance previously issued General Obligation Bonds.

The City of Norfolk (the "city") and its financial advisor, Public Financial Management, Inc., continually monitor interest rates and analyze existing bond issues for refunding opportunities that meet the goal of generating present value savings in excess of three percent. Periodically, refunding opportunities generate sufficient present value savings for a limited time and it is necessary to be able to act quickly to take advantage of potential interest savings. Therefore, it is recommended that this refunding authorization, of up to $360,000,000, based on the city's established refunding criteria, be available through June 30, 2017.

IV. **Analysis**

The ordinance authorizes the city to issue General Obligation Refunding Bonds in an amount not-to-exceed $360,000,000. Approval of an ordinance authorizing the issuance of General Obligation Refunding Bonds is required for the city to proceed with the bond transaction. However, since this is a refunding of previously issued bonds only, a public hearing is not necessary per the *Code of Virginia*.

V. **Financial Impact**

The actual amount of refunding bonds issued and the savings produced will be market driven. At this time the bond market remains volatile, therefore the city will continue to monitor

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Phone: 757-664-4242 ▪ Fax: 757-664-4239

market conditions to ensure the refunding meets net present value savings in excess of three percent. Despite the uncertainty of the actual timing of the bond issuance, Council approval of this Ordinance is required for the city to enter the market when conditions are favorable.

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 has been coordinated with the Department of Finance and the City Attorney's Office.

Supporting documentation from the Department of Finance:

- Ordinance

05/20/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ N/A N/A
Account

Director of Finance 5/31/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF NORFOLK, VIRGINIA, OF UP TO $360,000,000 IN GENERAL OBLIGATION REFUNDING BONDS TO REFUND EARLIER BOND ISSUES

- - -

WHEREAS, the Council (the "Council") of the City of Norfolk, Virginia (the "City"), has determined that it is advisable to borrow up to $360,000,000 and to issue general obligation bonds of the City (the "Refunding Bonds") to provide funds (i) to refund (or refinance, as applicable) certain outstanding general obligation bonds, the Notes, as hereinafter defined, the 2007 Variable Rate Bonds, as hereinafter defined, or other obligations of the City (collectively, the "Prior Obligations") and (ii) to pay the costs of issuance related to the issuance and sale of the Refunding Bonds;

WHEREAS, On December 17, 2014, the City issued its General Obligation Capital Improvement Notes (the "Notes");

WHEREAS, on March 29, 2007, the City issued its General Obligation Variable Rate Demand Bonds, Series 2007 (AMT) (the "Series 2007 Bonds") to finance the acquisition, construction and equipping of an approximately 80,000 square foot cruise ship center, including docking areas and meeting space, located at 1 Waterside Drive, Norfolk, Virginia, and owned and operated by the City;

WHEREAS, on August 27, 2009, the City reissued the Series 2007 Bonds (the "Series 2007 Bonds, as reissued, the "2007 Variable Rate Bonds") pursuant to, among other things, an Amended and Restated Indenture of Trust dated August 1, 2009, between the City and Regions Bank, as trustee; and

WHEREAS, no public hearing is required on the Refunding Bonds under the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Code of Virginia of 1950, as amended (the "Virginia Code").

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

Section 1:- That the Council hereby determines that it is advisable and will benefit the inhabitants of the City through the promotion of their safety, health, welfare and prosperity to contract a debt and to issue and sell the Refunding Bonds in an original aggregate principal amount not to exceed $360,000,000. The Council hereby authorizes the issuance and sale of the Refunding Bonds in one or more series from time to time in accordance with the terms of this Ordinance. Each series of Refunding Bonds shall be styled "City of Norfolk, Virginia, General Obligation Refunding

Bonds," with an appropriate series designation. The proceeds from the issuance and sale of the Refunding Bonds, together with other available funds, shall be used (i) to refund or refinance (in the case of the Notes or the 2007 Variable Rate Bonds, or both) all or a portion of any outstanding Prior Obligations as may be selected by the City Manager of the City (the "City Manager") or the Director of Finance of the City (the "Director of Finance"), subject to the parameters in Section 3 and Section 4 and (ii) to pay the costs of issuance related to the issuance and sale of the Refunding Bonds. The authorization of the issuance and sale of the Refunding Bonds in an original aggregate principal amount not to exceed the amount contained in this Section 1 shall expire on June 30, 2017; provided however, any Refunding Bonds sold before June 30, 2017, pursuant to a "forward" refunding structure as described in Section 14(b) may be issued subsequent to such date.

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

Section 3:- That approval of refunding and redemption of all or a portion of the Prior Obligations will be as follows:

(a) the Council hereby approves the use of the proceeds of the Refunding Bonds to refund all or a portion of the Prior Obligations;

(b) the Council hereby authorizes and directs the City Manager or the Director of Finance to exercise his or her discretion in selecting the particular Prior Obligations to be refunded (the "Refunded Prior Obligations");

(c) the Council hereby authorizes and directs the City Manager or the Director of Finance to call each of the Refunded Prior Obligations for optional redemption on such dates as may be permissible under the Prior Obligations and, to the extent applicable, the Internal Revenue Code of 1986, as amended (the "Tax Code") with the redemption proceedings, including the giving of redemption notices to the holders of the Refunded Prior Obligations, to be done pursuant to the terms of the Prior Obligations;

(d) the Council hereby authorizes the City Manager or the Director of Finance to execute and deliver one or more Escrow Agreements (individually, and collectively, the "Escrow Agreement") between the City and an escrow agent to be selected by the City Manager or the Director of Finance providing for the irrevocable deposit of the proceeds of the Refunding Bonds and other available funds in an amount sufficient, when invested as set forth in the Escrow Agreement, to provide for the payment of the principal of, premium, if any, and interest on the Refunded Prior Obligations, if such arrangement is necessary or desirable in connection with refunding any Refunded Prior Obligations; and

(e) each Escrow Agreement shall be dated as of the dated date or delivery date of the applicable series of Refunding Bonds and shall be substantially in the form on file with the Director of Finance, with such completions, changes and deletions as may be consented to by the City Manager or the Director of Finance, whose consent shall be conclusively evidenced by his or her execution and delivery of the Escrow Agreement.

Section 4:- That the Refunding Bonds shall be dated as of a customary date or dates as shall be determined by the City Manager. The Refunding Bonds shall be issued in fully registered form in denominations of $5,000 each or whole multiples thereof, or such other denominations as the City Manager or the Director of Finance deems advisable. The Refunding Bonds of any series shall be numbered

from R-1 upward consecutively or in such other manner as determined by the City Manager. The City Manager, in consultation with the Director of Finance, is hereby authorized and directed to determine the principal amount of the Refunding Bonds, whether the Refunding Bonds bear interest at a fixed or variable rate, whether the Refunding Bonds bear interest that is includible or excludable from gross income for federal income tax purposes, whether to sell the Refunding Bonds, or any portion thereof, to the public by negotiated sale to the Underwriter, as hereinafter defined, or by competitive bidding, or to a private purchaser by a direct sale, the payment dates for the principal, premium, if any, and interest on the Refunding Bonds and the maturity dates for the Refunding Bonds; provided that:

(a) the original aggregate principal amount of the Refunding Bonds shall not exceed the amount set forth in Section 1;

(b) for any Refunded Prior Obligations (other than the Notes or the 2007 Variable Rate Bonds) that are refunded with fixed-rate Refunding Bonds, the aggregate net present value debt service savings as a percentage of the principal amount of such refunded bonds shall be not less than 3.0%;

(c) the final maturity of any series, or portion thereof, of Refunding Bonds issued to refund any Prior Obligations other than the Notes shall not be later than the end of the last fiscal year in which a Refunded Prior Obligation matures;

(d) the true interest cost of any series, or portion thereof, of fixed-rate Refunding Bonds issued to refinance all or a portion of the Notes or the 2007 Variable Rate Bonds, or both, shall not exceed 6.0% per annum (taking into account any original issue discount or premium);

(e) the final maturity of any series, or portion thereof, of Refunding Bonds issued to refinance all or a portion of the Notes shall not be later than December 31, 2047;

(f) the initial rate for any variable rate Refunding Bonds shall not exceed 6.0%, and

(g) after giving effect to the issuance of the Refunding Bonds, the aggregate principal amount of variable rate general obligation bonds of the City that are outstanding and mature more than five years from the date that the Refunding Bonds are issued shall not exceed [20]% of the aggregate principal amount of all general obligation bonds outstanding.

Section 5:- That the Refunding Bonds shall be issued upon the terms established pursuant to this Ordinance and shall be in substantially the form on file with the Director of Finance, with such appropriate variations, omissions and insertions as are permitted or required by this Ordinance. There may be endorsed on the Refunding Bonds such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section 6:- That the City Manager and the Director of Finance are hereby authorized and directed to approve such optional redemption provisions with respect to each series of the Refunding Bonds as either may deem advisable, including provisions that preclude any series of the Refunding Bonds from optional redemption.

Section 7:- That, in addition to the requirements for providing a notice of optional redemption to the registered owners of the Refunding Bonds as provided in the form of the Refunding Bonds, the Bond Registrar, who has been appointed as provided in Section 17 and Section 18, shall send further notice of any call for optional redemption by registered or certified mail not less than 30 days nor more than 60 days before the redemption date to the Municipal Securities Rulemaking Board. In preparing any notice of optional redemption, the Bond Registrar shall take into account, to the extent applicable, the prevailing tax-exempt security industry standards and any regulatory statement of any federal or state administrative body having jurisdiction over the City or the tax-exempt securities industry. Failure to

give any notice specified above, or any defect therein, shall not affect the validity of any proceedings for the optional redemption of any Refunding Bonds. Any notice of optional redemption may state that it is conditioned upon there being available on the date fixed for redemption an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to such date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied.

Section 8:- That the Mayor of the City (the "Mayor") and the City Manager are hereby authorized and directed to execute the Refunding Bonds. The Clerk of the Council (the "Clerk") is hereby authorized and directed to affix the seal of the City to each series of the Refunding Bonds and to attest to the seal. The manner of execution, attestation to and affixation of the seal may be by facsimile; provided, however, that if the signatures of the Mayor, the City Manager and the Clerk are all by facsimile, the Refunding Bonds will not be valid until signed at the foot thereof by the manual signature of the Bond Registrar. The City Manager's approval or determination of the details and provisions of the Refunding Bonds that the City Manager has been authorized or directed to approve under this Ordinance shall be evidenced conclusively by the City Manager's execution and delivery of the Refunding Bonds on the City's behalf.

Section 9:- That the Council hereby directs that the Refunding Bonds that are sold to the public be issued initially in fully registered form by means of a book-entry-only system. One typewritten bond certificate for each maturity of each such series of Refunding Bonds will be registered in the name of The Depository Trust Company or its nominee ("DTC") and immobilized in DTC's custody. The book-entry-only system will evidence beneficial ownership of the Refunding Bonds in the principal amounts of $5,000 or whole multiples thereof, or such other denominations as the City Manager or the Director of Finance deems advisable, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC.

Beneficial owners of the Refunding Bonds shall not receive physical delivery of such Refunding Bonds so long as the book-entry-only system remains in effect.

Section 10:- That for so long as DTC is the registered owner of a series of Refunding Bonds, the principal of, premium, if any, and interest on such Refunding Bonds will be payable to DTC in accordance with the City's Letter of Representations to DTC, as it may be amended from time to time. Transfers of principal, premium, if any, and interest payments to participants of DTC will be the responsibility of DTC; transfers of principal, premium, if any, and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. The City will, however, give notices with respect to such Refunding Bonds and otherwise comply with the terms of the City's Letter of Representations to DTC, as it may be amended from time to time.

Section 11:- That replacement Refunding Bonds (the "Replacement Refunding Bonds") shall be issued directly to beneficial owners of the Refunding Bonds that are originally registered to DTC as provided in Section 12 rather than to DTC, but only if:

(a) DTC determines not to continue to act as securities depository for the Refunding Bonds that are originally registered to DTC; or

(b) The City has advised DTC of its determination that it is in the best interest of the beneficial owners of the Refunding Bonds that are originally registered to DTC to discontinue the book-entry-only system of transfer through DTC; and the City cannot locate and engage another satisfactory qualified securities depository.

Section 12:- That upon the occurrence of the event described in Section 11(a) or Section 11(b) (and the City undertakes no obligation to make any investigation of the matters described in Section

11(b)), the City shall attempt to locate another satisfactory qualified securities depository. If the City fails to locate another satisfactory qualified securities depository to replace DTC, the City shall execute and deliver printed Replacement Refunding Bonds substantially in the form approved above to DTC's participants for redelivery to the beneficial owners of the Refunding Bonds that are originally registered to DTC. The City shall be entitled to rely on the records provided by DTC as to the participants entitled to receive Replacement Refunding Bonds. Principal of, premium, if any, and interest on the Replacement Refunding Bonds shall be payable as provided in the Refunding Bonds and this Ordinance and such Replacement Refunding Bonds will be transferable in accordance with the provisions of Section 19 and the Refunding Bonds.

Section 13:- That the Refunding Bonds may have CUSIP identification numbers printed on them. No such number will constitute a part of the contract evidenced by the Refunding Bond on which it is imprinted and no liability will attach to the City, or any of its officers or agents by reason of such numbers or any use made of them, including any use made by the City and any of its officers or agents, by reason of any inaccuracy, error or omission.

Section 14:- (a) That the Council hereby authorizes the sale of all or any series of the Refunding Bonds to an underwriter or group of underwriters with demonstrated experience in underwriting municipal securities (individually and collectively, the "Underwriter") to be selected by the City Manager or, if the City Manager so elects, by competitive bidding to the bidder with the lowest true interest cost to the City. The City Manager or the Director of Finance is hereby authorized and directed to execute and deliver a Bond Purchase Agreement with the Underwriter, or, if sold by competitive bidding, other appropriate documents with the successful bidder (the "Bid Documents") providing for the sale and delivery of the Refunding Bonds upon terms and conditions to be approved by the City Manager or the Director of Finance, subject to the parameters set forth in Section 1, Section 3 and Section 4. The approval of the final terms and conditions of the

Refunding Bonds sold by negotiated sale shall be evidenced conclusively by the execution and delivery of the Bond Purchase Agreement by the City Manager or the Director of Finance and the Underwriter, or, if sold by competitive bidding, the Bid Documents. The City Manager and the Director of Finance are hereby authorized and directed to deem each preliminary official statement "final" for purposes of Securities and Exchange Commission Rule 15c2-12 (the "Rule").

(b) That the Council hereby authorizes the sale of all or any series of the Refunding Bonds directly to a purchaser or purchasers to be selected by the City Manager, including in a "forward" refunding structure whereby the City would agree to issue one or more series of Refunding Bonds on or within 90 days before the redemption date of any of the Refunded Bonds. The City Manager and the Director of Finance, or either of them, are hereby authorized and directed to execute and deliver such purchase and loan documents as may be necessary or desirable in connection with the direct sale or sales authorized hereby (the "Purchase Documents"). The approval of the final terms and conditions of any Refunding Bonds sold by direct sale shall be evidenced conclusively by the execution and delivery of the Purchase Documents by the City Manager or the Director of Finance, subject to the parameters set forth in Section 1, Section 3 and Section 4. If any Refunding Bonds are sold by a direct sale, the principal, premium, if any, and interest on such Refunding Bonds may be payable pursuant to payment instructions provided by the purchaser and approved by the City Manager. If any Refunding Bonds are sold pursuant to a direct sale, such Refunding Bonds shall be registered in the name of the purchaser thereof, or, if the City Manager approves of such designee, a designee selected by the purchaser, and such Refunding Bonds may be delivered to the registered owner.

Section 15:- That the appropriate officers and agents of the City are hereby authorized and directed to execute and deliver simultaneously with the issuance of any series of the Refunding Bonds the

interest on which is intended to be excludable from gross income for federal income tax purposes a Non-Arbitrage Certificate and Tax Compliance Agreement setting forth the expected use and investment of the proceeds of the Refunding Bonds and containing such covenants as may be necessary in order to comply with the provisions of the Tax Code, including the provisions of Section 148 of the Tax Code and applicable regulations relating to "arbitrage bonds." The Council hereby agrees on behalf of the City that the proceeds from the issuance and sale of any such series of the Refunding Bonds will be invested and expended as set forth in the City's Non-Arbitrage Certificate and Tax Compliance Agreement and that the City will comply with the other covenants and representations contained in it.

Section 16:- That the City Manager and Director of Finance, or either of them, are hereby authorized and directed to execute and deliver simultaneously with the issuance of any or all series of the Refunding Bonds a Continuing Disclosure Agreement in substantially the form on file with the Director of Finance, setting forth the reports and notices to be filed by the City and containing such covenants as may be necessary in order to comply with the provisions of the Rule with respect to the Refunding Bonds.

Section 17:- That the Council hereby appoints the Director of Finance as the Bond Registrar and Paying Agent for the Refunding Bonds.

Section 18:- That the Council may appoint a subsequent Bond Registrar or one or more Paying Agents, or both, for any Refunding Bonds by subsequent authorization and upon giving written notice to the registered owners of the affected Refunding Bonds that specifies the name and location of the principal office of any such Bond Registrar or Paying Agent.

Section 19:- That upon surrender for transfer or exchange of any Refunding Bond (or any printed bond issued in substitution therefor) at the principal office of the Bond Registrar, the City shall execute and deliver and the Bond Registrar shall authenticate in the name of the registered owner or the transferee or transferees, as appropriate, a new Refunding Bond or Refunding Bonds of any authorized denomination in

an aggregate principal amount equal to the Refunding Bond surrendered and of the same series, form and maturity and bearing interest at the same rate as the Refunding Bond surrendered, subject in each case to such reasonable regulations as the Council and the Bond Registrar may prescribe. All Refunding Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and substance reasonably satisfactory to the Bond Registrar, duly executed by the registered owner or by his or her duly authorized attorney-in-fact or legal representative. No Refunding Bond shall be registered to bearer.

Section 20:- That new Refunding Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Refunding Bonds surrendered, shall be secured by this Ordinance and entitled to all of the security and benefits hereof to the same extent as the Refunding Bonds surrendered.

Section 21:- That no charge shall be made for any exchange or transfer of Refunding Bonds, but the Bond Registrar may require payment by the person requesting the exchange or transfer of a sum sufficient to cover any tax or other governmental charge which may be imposed with respect to the exchange or transfer of such Refunding Bonds.

Section 22:- That the City Manager, the Director of Finance and such other officers and agents of the City as the City Manager or the Director of Finance may designate, are hereby authorized and directed to take further action as each deems necessary or appropriate regarding the issuance, credit enhancement and sale of the Refunding Bonds and the refunding and redemption of the Refunded Prior Obligations, including, without limitation, (i) the preparation, execution and delivery of any agreement relative to the tax-exempt status of the Refunding Bonds and the use of the proceeds thereof and other instruments, agreements and documents related to the issuance and sale of any series of the Refunding Bonds, (ii) the purchase of one or more credit enhancements for any series of the Refunding Bonds if market or other conditions so warrant, (iii) the acquisition of supply

arrangements relating to the investment of the proceeds of any series of the Refunding Bonds, (iv) the application for CUSIP identification numbers and the execution and delivery of replacement bonds in connection with any partial refunding of Prior Obligations and (v) the selection of a verification agent and escrow agent in connection with any series of Refunding Bonds. The authorizations granted in this Ordinance to the Mayor, the Clerk, the City Manager and the Director of Finance may be carried out by the Vice Mayor, the Chief Deputy or Deputy City Clerk, any Deputy or Assistant City Manager or any Acting or Assistant Director of Finance, as appropriate, in the absence of the primary officer.

Section 23:- That the officers and agents of the City are hereby authorized and directed to take such further actions as each deems necessary regarding the issuance and sale of the Refunding Bonds and all actions taken by such officers and agents in connection with the issuance and sale of the Refunding Bonds are hereby ratified and confirmed.

Section 24:- That the appropriate officers or agents of the City are hereby authorized and directed to file a certified copy of this Ordinance with the Circuit Court of the City pursuant to Sections 15.2-2607 and 15.2-2627 of the Virginia Code.

Section 25:- That the Council hereby elects pursuant to Section 15.2-2601 of the Virginia Code to issue the Refunding Bonds under the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Virginia Code without regard to the requirements, restrictions or other provisions contained in the Charter of the City.

Section 26:- That this Ordinance shall take effect from and after its adoption.

C: Director, Department of Finance

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: Christine Garczynski, Director of Finance

Subject: Authorization to issue Water Revenue Refunding Bonds through June 30, 2017

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: Citywide

Approved: Marcus D. Jones, City Manager

Item Number: **R-2**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description**

This agenda item is an ordinance authorizing the sale of up to $160,000,000 of Water Revenue Refunding Bonds to refinance previously issued Water Revenue Bonds.

The City of Norfolk (the "city") and its financial advisor, Public Financial Management, Inc., continually monitor interest rates and analyze existing bond issues for refunding opportunities that meet the city's primary goal to generate present value savings in excess of three percent.

Periodically, refunding opportunities generate sufficient present value savings for a limited time and it is beneficial to be able to act quickly to capture potential debt service savings.

IV. **Analysis**

The ordinance authorizes the city to issue Water Revenue Refunding Bonds in an amount not-to-exceed $160,000,000. Approval of an ordinance authorizing the issuance of Water Revenue Refunding Bonds is required for the city to proceed with the bond transaction. However, since this is a refunding of previously issued bonds only, a public hearing is not necessary per the *Code of Virginia*.

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

V. Financial Impact

The actual amount of refunding bonds issued and the savings produced will be market driven. At this time the bond market remains volatile, therefore the city will continue to monitor market conditions to ensure the refunding meets net present value savings in excess of three percent. Despite the uncertainty of the actual timing of the bond issuance, Council approval of this Ordinance is required for the city to enter the market when conditions are favorable.

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 has been coordinated with the Department of Finance, Department of Utilities and the City Attorney's Office.

Supporting documentation from the Department of Finance:

- Ordinance

05/20/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ N/A N/A
Account

Director of Finance 5/31/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF NORFOLK, VIRGINIA, OF UP TO $160,000,000 IN WATER REVENUE REFUNDING BONDS TO REFUND EARLIER BOND ISSUES

- - -

WHEREAS, the City of Norfolk, Virginia (the "City"), has executed and delivered to U.S. Bank National Association, as successor to SunTrust Bank and Crestar Bank by merger (the "Trustee"), a Master Indenture of Trust dated as of November 1, 1993 (as previously supplemented and amended, the "Master Indenture"), under which the City has provided for the issuance of its revenue bonds from time to time pursuant to the terms of separate supplemental indentures to provide funds for the acquisition, financing, construction, operation and maintenance of its water treatment, storage and distribution facilities and to refund bonds previously issued by it;

WHEREAS, the Council (the "Council") of the City has determined that it is advisable to borrow up to $160,000,000 and to issue water revenue bonds of the City under the Master

Indenture (the "Refunding Bonds") to provide funds (i) to refund certain outstanding water revenue bonds of the City, (ii) to fund any debt service reserve requirement under the Indenture, as hereinafter defined and (iii) to pay the costs of issuance related to the issuance and sale of the Refunding Bonds;

WHEREAS, the Refunding Bonds shall be issued pursuant to the Master Indenture and one or more supplemental indentures of trust (each a "Supplemental Indenture") to be dated a date selected by City Manager of the City (the "City Manager") or the Director of Finance of the City (the "Director of Finance"), between the City and the Trustee;

WHEREAS, the Master Indenture, as previously supplemented and amended and as further supplemented by each Supplemental Indenture will be referred to collectively below as the "Indenture;" and

WHEREAS, no public hearing is required on the Refunding Bonds under the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Code of Virginia of 1950, as amended (the "Virginia Code").

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

Section 1:- That the Council hereby determines that it is advisable and will benefit the inhabitants of the City through the promotion of their safety, health, welfare and prosperity to contract a debt and to issue and sell the Refunding Bonds in an original

aggregate principal amount not to exceed $160,000,000. The Council hereby authorizes the issuance and sale of the Refunding Bonds in one or more series from time to time in accordance with the terms of this Ordinance. Each series of Refunding Bonds shall be styled "City of Norfolk, Virginia, Water Revenue Refunding Bonds," with an appropriate series designation. The proceeds from the issuance and sale of the Refunding Bonds, together with other available funds, shall be used (i) to refund all or a portion of the refundable portion of any outstanding water revenue bonds or other obligations outstanding under the Indenture of the City (collectively, the "Prior Obligations") as may be selected by the City Manager or the Director of Finance, subject to the parameters in Section 3 and Section 4, (ii) to fund any debt service reserve requirement under the Indenture, and (iii) to pay the costs of issuance related to the issuance and sale of the Refunding Bonds. The authorization of the issuance and sale of the Refunding Bonds in an original aggregate principal amount not to exceed the amount contained in this Section 1 shall expire on June 30, 2017; provided however, any Refunding Bonds sold before June 30, 2017, pursuant to a "forward" refunding structure as described in Section 14(b) may be issued subsequent to such date.

Section 2:- That the Refunding Bonds shall be limited obligations of the City as to which principal of, premium, if any, and interest shall be payable solely from the net revenues (i.e., revenues less operating expenses) derived by the City from its water system, as such system may exist from time to time, in accordance with the specific provisions of the Indenture and from other funds that have been or may be pledged for such purpose under the terms and conditions of the Indenture. Nothing in this Ordinance, the Refunding Bonds or the Indenture shall be deemed to pledge the full faith and credit of the City to the payment of the Refunding Bonds.

Section 3:- That approval of refunding and redemption of all or a portion of the Prior Obligations will be as follows:

(a) the Council hereby approves the use of the proceeds of the Refunding Bonds

to refund all or a portion of the Prior Obligations;

(b) the Council hereby authorizes and directs the City Manager or the Director of Finance to exercise his or her discretion in selecting the particular Prior Obligations to be refunded (the "Refunded Prior Obligations");

(c) the Council hereby authorizes and directs the City Manager or the Director of Finance to call each of the Refunded Prior Obligations for optional redemption on such dates as may be permissible under the Prior Obligations and, to the extent applicable, the Internal Revenue Code of 1986, as amended (the "Tax Code") with the redemption proceedings, including the giving of redemption notices to the holders of the Refunded Prior Obligations, to be done pursuant to the terms of the Prior Obligations;

(d) the Council hereby authorizes the City Manager or the Director of Finance to execute and deliver one or more Escrow Agreements (individually, and collectively, the "Escrow Agreement") between the City and an escrow agent to be selected by the City Manager or the Director of Finance providing for the irrevocable deposit of the proceeds of the Refunding Bonds and other available funds in an amount sufficient, when invested as set forth in the Escrow Agreement, to provide for the payment of the principal of, premium, if any, and interest on the Refunded Prior Obligations, if such arrangement is necessary or desirable in connection with refunding any Refunded Prior Obligations; and

(e) each Escrow Agreement shall be dated as of the dated date or delivery date of the applicable series of Refunding Bonds and shall be substantially in the form on file with the Director of Finance, with such completions, changes and deletions as may be

consented to by the City Manager or the Director of Finance, whose consent shall be conclusively evidenced by his or her execution and delivery of the Escrow Agreement.

Section 4:- That the Refunding Bonds shall be dated as of a customary date or dates as shall be determined by the City Manager. The Refunding Bonds shall be issued in fully registered form in denominations of $5,000 each or whole multiples thereof, or such other denominations as the City Manager or the Director of Finance deems advisable. The Refunding Bonds of any series shall be numbered from R-1 upward consecutively or in such other manner as determined by the City Manager. The City Manager, in consultation with the Director of Finance, is hereby authorized and directed to determine the principal amount of the Refunding Bonds, whether the Refunding Bonds bear interest that is includible or excludable from gross income for federal income tax purposes, whether to sell the Refunding Bonds, or any portion thereof, to the public by negotiated sale to the Underwriter, as hereinafter defined, or by competitive bidding, or to a private purchaser by a direct sale, the payment dates for the principal, premium, if any, and interest on the Refunding Bonds and the maturity dates for the Refunding Bonds; provided that:

(a) the original aggregate principal amount of the Refunding Bonds shall not exceed the amount set forth in Section 1;

(b) for any Refunded Prior Obligations the aggregate net present value debt service savings as a percentage of the principal amount of such refunded bonds shall be not less than 3.0%; and

(c) the final maturity of any series of Refunding Bonds shall not be later than the end of the last fiscal year in which a Refunded Prior Obligation matures.

Section 5:- That the Refunding Bonds shall be issued upon the terms established pursuant to this Ordinance and as set forth in the Indenture and shall

be in substantially the form on file with the Director of Finance, with such appropriate variations, omissions and insertions as are permitted or required by this Ordinance. There may be endorsed on the Refunding Bonds such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section 6:- That the City Manager and the Director of Finance are hereby authorized and directed to approve such optional redemption provisions with respect to each series of the Refunding Bonds as either may deem advisable, including provisions that preclude any series of the Refunding Bonds from optional redemption.

Section 7:- That the Mayor of the City (the "Mayor") and the City Manager are hereby authorized and directed to execute the Refunding Bonds. The Clerk of the Council (the "Clerk") is hereby authorized and directed to affix the seal of the City to each series of the Refunding Bonds and to attest to the seal. The manner of execution, attestation to and affixation of the seal may be by facsimile; provided, however, that if the signatures of the Mayor, the City Manager and the Clerk are all by facsimile, the Refunding Bonds will not be valid until signed at the foot thereof by the manual signature of the Bond Registrar. The City Manager's approval or determination of the details and provisions of the Refunding Bonds that the City Manager has been authorized or directed to approve under this Ordinance shall be evidenced conclusively by the City Manager's execution and delivery of the Refunding Bonds on the City's behalf.

Section 8:- That the Refunding Bonds may have CUSIP identification numbers printed on them. No such number will constitute a part of the contract evidenced by the Refunding Bond on which it is imprinted and no liability will attach to the City, or any of its officers or agents by reason of such numbers or any use made of them, including any use made by the City and any of its officers or agents, by reason of any inaccuracy, error or omission.

Section 9:- (a) That the Council hereby authorizes the sale of all or any series of the Refunding Bonds to an underwriter or group of underwriters with demonstrated experience in underwriting municipal securities (individually and collectively, the "Underwriter") to be selected by the City Manager or, if the City Manager so elects, by competitive bidding to the bidder with the lowest true interest cost to the City. The City Manager or the Director of Finance is hereby authorized and directed to execute and deliver a Bond Purchase Agreement with the Underwriter, or, if sold by competitive bidding, other appropriate documents with the successful bidder (the "Bid Documents") providing for the sale and delivery of the Refunding Bonds upon terms and conditions to be approved by the City Manager or the Director of Finance, subject to the parameters set forth in Section 1, Section 3 and Section 4. The approval of the final terms and conditions of the Refunding Bonds sold by negotiated sale shall be evidenced conclusively by the execution and delivery of the Bond Purchase Agreement by the City Manager or the Director of Finance and the Underwriter, or, if sold by competitive bidding, the Bid Documents. The City Manager and the Director of Finance are hereby authorized and directed to deem each preliminary official statement "final" for purposes of Securities and Exchange Commission Rule 15c2-12 (the "Rule").

(b) That the Council hereby authorizes the sale of all or any series of the Refunding Bonds directly to a purchaser or purchasers to be selected by the City Manager, including in a "forward" refunding structure whereby the City would agree to issue one or more series of Refunding Bonds on or within 90 days before the redemption date of any of the Refunded Bonds. The City Manager and the Director of Finance, or either of them, are hereby authorized and directed to execute and deliver such purchase and loan documents as may be necessary or desirable in connection with the direct sale or sales authorized hereby (the "Purchase Documents"). The approval of the final terms and conditions of any Refunding Bonds sold by direct sale shall be evidenced conclusively by the execution and delivery of the Purchase Documents by the City Manager or the Director of Finance, subject to the parameters set forth in Section 1,

Section 3 and Section 4. If any Refunding Bonds are sold by a direct sale, the principal, premium, if any, and interest on such Refunding Bonds may be payable pursuant to payment instructions provided by the purchaser and approved by the City Manager. If any Refunding Bonds are sold pursuant to a direct sale, such Refunding Bonds shall be registered in the name of the purchaser thereof, or, if the City Manager approves of such designee, a designee selected by the purchaser, and such Refunding Bonds may be delivered to the registered owner.

Section 10:- That the appropriate officers and agents of the City are hereby authorized and directed to execute and deliver simultaneously with the issuance of any series of the Refunding Bonds the interest on which is intended to be excludable from gross income for federal income tax purposes a Non-Arbitrage Certificate and Tax Covenants setting forth the expected use and investment of the proceeds of the Refunding Bonds and containing such covenants as may be necessary in order to comply with the provisions of the Tax Code, including the provisions of Section 148 of the Tax Code and applicable regulations relating to "arbitrage bonds." The Council hereby agrees on behalf of the City that the proceeds from the issuance and sale of any such series of the Refunding Bonds will be invested and expended as set forth in the City's Non-Arbitrage Certificate and Tax Covenants and that the City will comply with the other covenants and representations contained in it.

Section 11:- That the Mayor, the City Manager and Director of Finance are hereby authorized and directed to execute and deliver simultaneously with the issuance of each series of the Refunding Bonds a Supplemental Indenture in substantially the form on file with the Director of Finance, with such changes, insertions or omissions as may be approved by the Mayor, the City Manager or the Director of Finance, whose approval shall be evidenced conclusively by the execution and delivery of such Supplemental Indenture. The Clerk is hereby authorized and directed to affix the seal of the City to each Supplemental Indenture and to attest to the seal.

Section 12:- That the City Manager and Director of Finance, or either of them, are hereby authorized

and directed to execute and deliver simultaneously with the issuance of any or all series of the Refunding Bonds a Continuing Disclosure Agreement in substantially the form on file with the Director of Finance, setting forth the reports and notices to be filed by the City and containing such covenants as may be necessary in order to comply with the provisions of the Rule with respect to the Refunding Bonds.

Section 13:- That the City Manager, the Director of Finance and such other officers and agents of the City as the City Manager or the Director of Finance may designate, are hereby authorized and directed to take further action as each deems necessary or appropriate regarding the issuance, credit enhancement and sale of the Refunding Bonds and the refunding and redemption of the Refunded Prior Obligations, including, without limitation, (i) the preparation, execution and delivery of any agreement relative to the tax-exempt status of the Refunding Bonds and the use of the proceeds thereof and other instruments, agreements and documents related to the issuance and sale of any series of the Refunding Bonds, (ii) the structure of or amounts to be maintained in the debt service reserve fund established under the Indenture, (iii) the purchase of one or more credit enhancements for any series of the Refunding Bonds if market or other conditions so warrant, (iv) the acquisition of supply arrangements relating to the investment of the proceeds of any series of the Refunding Bonds, (v) the application for CUSIP identification numbers and the execution and delivery of replacement bonds in connection with any partial refunding of Prior Obligations and (vi) the selection of a verification agent and escrow agent in connection with any series of Refunding Bonds. The authorizations granted in this Ordinance to the Mayor, the Clerk, the City Manager and the Director of Finance may be carried out by the Vice Mayor, the Chief Deputy or Deputy City Clerk or Deputy, any Deputy or Assistant City Manager or any Acting or Assistant Director of Finance, as appropriate, in the absence of the primary officer.

Section 14:- That the officers and agents of the City are hereby authorized and directed to take such further actions as each deems necessary regarding

the issuance and sale of the Refunding Bonds and all actions taken by such officers and agents in connection with the issuance and sale of the Refunding Bonds are hereby ratified and confirmed.

Section 15:- That the appropriate officers or agents of the City are hereby authorized and directed to file a certified copy of this Ordinance with the Circuit Court of the City pursuant to Sections 15.2-2607 and 15.2-2627 of the Virginia Code.

Section 16:- That the Council hereby elects pursuant to Section 15.2-2601 of the Virginia Code to issue the Refunding Bonds under the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Virginia Code without regard to the requirements, restrictions or other provisions contained in the Charter of the City.

Section 17:- That this Ordinance shall take effect from and after its adoption.

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: **Appeal to City Council—Certificate of Appropriateness at 534 Pembroke Avenue**

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

Approved: _____ **Item Number: R-3**
Marcus D. Jones, City Manager

I. **Staff Recommendation: Denial.**

II. **Architectural Review Board Action:** By a vote of **6 to 0**, the Architectural Review Board recommends **Denial.**

III. **Request:** Replacement of an original slate roof with composite slate that does not match the slate width of the original.
   a. The Architectural Review Board approved an application to replace the slate with composite slate provided that it matched the 10" width of the original slate shingle.
   b. The applicant replaced much of the roof using a 12" wide synthetic slate shingle and then applied to the Architectural Review Board to use the wider width shingle

IV. **Applicant: Mr. & Mrs. Richard Ottinger**

V. **Description:**
   - The home is located in the locally designated Ghent Historic District
   - This is a shingle style home
   - Built in 1911
   - This is a contributing structure to the Ghent Historic District

Staff point of contact: Susan M. McBride at 823-1451, susan.mcbride@norfolk.gov

Attachments:
- Information packet for City Council (including cover memo explaining the nature of the appeal and documents presented to the ARB).
- Ordinance granting the appeal (approving the COA).
- Ordinance denying the appeal (denying the COA).
- Statement of Appeal Process—to be read by the Mayor upon taking up consideration of the item.
- Proponents and Opponents

Proponents and Opponents

Proponents
None

Opponents
Ghent Neighborhood League

Henry Conde
300 Colonial Avenue
Norfolk, VA 23507

Statement of Procedures for Appeal
from the Architectural Review Board
Regarding a Certificate of Appropriateness

This item is an appeal of a decision of the Architectural Review Board regarding an application for a certificate of appropriateness. Our procedure for this item will be as follows.

The City will present a summary of the application and the proceedings before the ARB.

Next, the person noting the appeal will present his or her case. Several people may participate but the entire presentation shall last no longer than 15 minutes.

Each member of the public who signed up to speak on this item will then be individually called and may comment on the question of whether or not the appeal should be approved. Each speaker's comments will be limited to 3 minutes.

Following all comments by the public, the applicant will be given an opportunity to provide any rebuttal, limited to 3 minutes.

Following rebuttal and any discussion or questions by Councilmembers, a vote will be taken as to whether the appeal should be approved.

03/01/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO GRANT A CERTIFICATE OF APPROPRIATENESS FOR REPLACEMENT OF THE ROOF ON A RESIDENTIAL PROPERTY AT 534 PEMBROKE AVENUE AND LOCATED IN A HISTORIC DISTRICT.

- - -

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

Section 1:- That a certificate of appropriateness is hereby granted so as to permit the replacement of an existing, slate roof with a different, composite material on the residential property located at 534 Pembroke Avenue and located in the HC-G1 (Ghent Historic and Cultural Conservation) District.

Section 2:- The composite material and installation shall conform in size, shape, color, design, location, pattern, and all other respects to the plans included in the application for this certificate of appropriateness.

Section 3:- That the City Council hereby finds that the certificate of appropriateness granted herein complies with the provisions of § 9-3.5(a) of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), namely that:

(a) The proposal is appropriate to the character, appearance and efficient functioning of the district and does not adversely affect the primary character of the district.

(b) The proposal is generally consistent with any applicable design guidelines adopted by the city's Architectural Review Board and in effect for the applicable district or historic overlay district.

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

03/02/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO DENY A CERTIFICATE OF APPROPRIATENESS FOR REPLACEMENT OF THE ROOF ON A RESIDENTIAL PROPERTY AT 534 PEMBROKE AVENUE AND LOCATED IN A HISTORIC DISTRICT.

- - -

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

Section 1:- That a certificate of appropriateness to permit the replacement of an existing, slate roof with a different, composite material on the residential property located at 534 Pembroke Avenue and located in the HC-G1 (Ghent Historic and Cultural Conservation) District in the manner requested by the applicant is hereby denied.

Section 2:- That the City Council hereby finds that the application seeking a certificate of appropriateness does not comply with the provisions of § 9-3.5(a) of the Zoning Ordinance of the City of Norfolk, 1992 (as amended) because it fails to satisfy one or more of the following standards:

(a) The proposal is appropriate to the character, appearance and efficient functioning of the district and does not adversely affect the primary character of the district.

(b) The proposal is generally consistent with any applicable design guidelines adopted by the city's Architectural Review Board and in effect for the applicable district or historic overlay district.

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

NORFOLK

Inter Department Correspondence

TO: Members of the City Council

FROM: Adam Melita, Deputy City Attorney

COPIES TO: Bernard Pishko, City Attorney; Breck Daughtrey, City Clerk; George Homewood, Director of City Planning

SUBJECT: Certificate of Appropriateness at 534 Pembroke Avenue

June 10, 2016

The attached documentation chronicles the consideration of an application for a certificate of appropriateness (COA) for the replacement of a roof at the residence located at 534 Pembroke Avenue and is provided to you as background related to the appeal scheduled to appear on an upcoming docket of the City Council.

A COA is required because the property is located in the Ghent Historic and Cultural Conservation district. ZONING ORDINANCE § 9-3.1. An application for a COA is reviewed by the Architectural Review Board (ARB), which decides on whether to approve or deny it. ZONING ORDINANCE § 9-3.5(a). Anyone who owns property in the historic district where this application arises has the right to appeal the decision to the City Council. ZONING ORDINANCE § 9-3.5(c)(1).

The current application proposes replacing a slate roof suffering some deterioration with a synthetic, composite product having an appearance similar to slate. The application appeared three times before the ARB before a final decision was reached. The proceedings at each meeting are summarized as follows:

- On November 10, 2014, the applicant requested approval for replacement of the roof with a slate-like composite. He stated that several leaks in the roof necessitated this remediation and efforts to

repair the roof had not worked. Noting that the existing, real slate shingles on the building were 10" wide, the ARB approved the application with a condition that the synthetic replacement shingles also be 10" wide. Despite this conditional approval, no COA was subsequently issued because the applicant did not verify that he would be using shingles with the 10" profile required.

- Nine months later, on August 24, 2015, the applicant returned to the ARB and requested approval of a synthetic slate replacement roof using 12" wide shingles. The month before, the applicant had started replacing the roof with synthetic slate shingles that were 12" wide, despite the fact that no COA had been issued and that the shingles failed to comply with the 10" width requirement in the ARB's November, 2014 approval. Most of the roof was replaced. After the presentation of the request to use the 12" shingle to the ARB, the Board discussed it and voted to continue the matter to allow the applicant to pursue options other than replacing the remainder of the roof with the 12" wide synthetic shingles.

- On December 7, 2015, the applicant returned to the ARB to again request approval of replacing the old roof with 12" wide synthetic slate shingles. The ARB denied the application on the grounds that the proposed new product did not replicate the original materials with respect to size and color.

This appeal was timely filed on December 18, 2015. On appeal, the applicant asks that the COA be approved to allow the full roof replacement with the 12" synthetic, composite tiles.

The City Council can only approve the application if it finds that:

(1) The proposal is appropriate to the character, appearance and efficient functioning of the district and does not adversely affect the primary character of the historic district.

(2) The proposal is generally consistent with any applicable design guidelines adopted by the ARB and in effect for the applicable historic district or historic overlay district.

Copies of the documents related to this application and appeal are attached and labeled as follows:

- Exhibit A – Application for Certificate of Appropriateness, filed by Richard Ottinger on October 21, 2014, plus specification sheets (submitted later) for "DaVinci" synthetic, composite slate product. (11 pages)
- Exhibit B – Staff report presented to ARB for November 10, 2014 meeting. (6 pages)
- Exhibit C – Minutes from November 10, 2014 ARB meeting related to 534 Pembroke Avenue. (2 pages)
- Exhibit D – Staff report presented to ARB for August 24, 2015 meeting. (6 pages)
- Exhibit E – Minutes from August 24, 2015 ARB meeting related to 534 Pembroke Avenue. (2 pages)
- Exhibit F – Staff report presented to ARB for December 7, 2015 meeting, plus exhibits and photos showing ridges and valleys submitted by applicant. (8 pages)
- Exhibit G – Minutes from December 7, 2015 ARB meeting related to 534 Pembroke Avenue. (3 pages)
- Exhibit H – Letter from the Department of City Planning to Richard Ottinger, dated December 7, 2015, noting denial of COA application. (1 page)
- Exhibit I – Letter from Richard Ottinger to City Clerk, dated December 18, 2015, noting appeal of COA denial. (1 page)

Adam D. Melita
Deputy City Attorney

Attachments

Exhibit A

N O R F O L K

APPLICATION FOR DESIGN REVIEW

Please return to:

Department of Planning and Community Development
508 City Hall Building
Norfolk, Virginia 23510
PHONE: (757) 823-1451 FAX: (757) 441-1569
EMAIL: susannah.winstead@norfolk.gov

ARB #14-108

Please review the Norfolk Design Review Process prior to application.
It is required to consult with the Historic Preservation Officer prior to submission.
Please submit 16 copies of the application form and all supplemental materials.

Incomplete applications will not be accepted and put on an agenda.

I. APPLICATION INFORMATION

DATE RECEIVED 10/21/14

Project Name:

Project Address: 534 Pembroke Ave., Norfolk, VA 23507

Brief Project Description:

Replace badly delaminating Vermont Green slate roof with similar look DaVinci composite slate in Evergreen color mix. Having researched for months, the DaVinci product appears to be the best solution in terms of durability, look, weight and cost. Although Vermont Green slate has a consistent and good look when new, over time it becomes quite discolored. I understand that the composite slate manufacturers have significantly improved prior issues of fading.

Please check as applicable:

☐ Public Project ☑ Private Project ☐ Encroachment

☑ Single-Family or Duplex ☐ Multi-family or Commercial ☐ Institution or Public Facility

Type of Review:

☐ Discussion Review ☐ Preliminary Review ☑ Final Review

Certificate of Appropriateness:

☐ Downtown ☑ Ghent ☐ East Freemason ☐ West Freemason

II. APPLICANT INFORMATION

Applicant Name: Richard and Lisa Ottinger

Applicant Address: 534 Pembroke Ave., Norfolk, VA 23507

Phone: 757-446-8673 Fax: 757-446-8670 E-mail: rottinger@vanblk.com

Property Owner Name (if different):

Property Owner Address:

Phone: Fax: E-mail:

III. APPLICATION CHECKLIST

Scope of Project:

- ☐ New Construction
- ☐ Exterior Renovation/ Alteration
- ☐ Demolition
- ☐ Addition
- ☐ Signage
- ☐ Fencing
- ☐ Driveway, Sidewalk, Parking
- ☐ Landscaping
- ☑ Re-roofing
- ☐ Other

Supplemental Information to include:

- ☐ Drawings and elevations drawn to scale with notes and specifications- floor plans to be included for new construction or if interior alterations affect exterior elevations
- ☑ List of materials if not designated on plans, or sample board as needed- including siding, roofing, trim, windows, doors, etc.
- ☐ Site plan drawn to scale showing landscaping, parking, lighting, fencing, etc. with notes and materials
- ☑ Photographs of subject property and surrounding area
- ☐ Photographs of building site for new construction
- ☐ Letter of permission from owner if applicant is not owner
- ☐ Any additional information as requested by staff or the Committee

Signature of Applicant

I hereby attest that the information I have provided is, to the best of my knowledge, correct.

Applicant Signature

10/20/14

Date

Low Maintenance & Easy Installation

Valoré Slate polymer roofing tiles make installation easy—saving materials and cutting down on installation costs. With little to no upkeep and backed by DaVinci's 50-year warranty, DaVinci slate tiles are the perfect fit for your home for generations to come.

A Safer & More Secure Roof

Valoré Slate has achieved the highest possible test ratings for fire, wind and impact giving you a more secure home for your family and has been approved and preferred by cities and subdivisions nationwide.

VALORÉ SLATE SPECIFICATION CHART					
Shingle Dimensions					
Widths	12"	Thickness at Butt	1/2"		
Length	18"	Thickness at Tip	1/8"		
HIP • RIDGE • STARTER					
	6" Hip & Ridge (for ridge vents only)	7" Hip & Ridge (standard)	12" Starter		
Pieces / Bundle	20	20	20		
Lineal Ft / Bundle	5*	5*	20		
Pieces / Lineal Ft	4*	4*	1		
* At recommended 6" exposure Note: 9" pieces available for ridge; 4" pieces available for turrets.					
FIELD SHINGLES PER ROOFING SQUARE					
Coursing	Roof Pitch	Max. Exposure	Bundles / Square	Shingles / Square	Weight / Square
Straight	6:12 or greater	7.5"	7.1	155	266 lbs
Staggered	6:12 or greater	7.0"	7.6	166	285 lbs
Straight or Staggered	Less than 6:12	6.0"	8.8	194	332 lbs
Note 1: All calculations are based on using the recommended 3/8" gap between shingles. Note 2: Straight coursing may be used at any exposure up to 7.5" and staggered coursing may be used at any exposure up to 7.0"					

PACKING AND SHIPPING INFORMATION		
	# Shingles	Weight
Per Bundle*	22	37 lbs
Per Pallet**	1,056	1,776 lbs
Per Truckload***	25,344	42,624 lbs
* All weights are approximate ** 48 bundles per pallet *** 24 pallets per truckload		

TESTING SUMMARY		
Type of Test	Standard	Results
Fire Test	ASTM E 108	Class A
Impact Test	UL 2218	Class 4
Wind Test	ASTM D 3161	Certified to 110MPH*
Building Code Approvals: ICC-ES ESR-2119, Miami Dade County, FL NOA No. 12-0503.01 and TDI		

* Go to www.davinciroofscapes.com for the most up-to-date technical information.

Toll Free: 800-328-4624 Phone: 913-599-0766 Fax: 913-599-0065

DaVinci Slate, Shake & Fancy Shake

Third Party Testing

Test	Objectives	Method	Results
Fire test ASTM E 108	Earn classification for fire.	Burning brand, Intermittent flame, Spread of Flame.	Passed Class A
UL 2218 Impact	Earn UL classification for impact.	Two-inch steel ball weighing 1.2 lbs is dropped from 20 feet on to an installation. Test is repeated. Both impacts must be within a 1/4."	Passed Class 4
ASTM D3161 same as UL 997 Wind Uplift	Earn certification for wind.	A roofing assembly is subjected to sustained winds at specified velocities for two hours. Test ran at 110 mph.	Passed test at standard 110 mph setting.
Accelerated Weathering ASTM 4798	Determine material performance in respect to brittleness, color-fade, curling/warping and coating adhesion.	4500 hours of exposure to UV radiation, elevated temperature, moisture, and thermal shock.	Nearly imperceptible color change. No appreciable change in tensile strength
Freeze-thaw ICC-ES Acceptance Criteria ACO7 section 4.9	Determine material performance in extreme temperature cycling.	Exposure to temperatures from -40 F to 180 F in 22 hour cycles for approximately a month.	There was no sign of crazing, cracking, or other deleterious surface changes.
ICC-ES AC07 Section 4.4	Penetration	Samples subjected to applied load in an Instron Machine	200 lbs. Passed
ASTM D 471 Water Absorption	Determine if material absorbs water to discount freeze-thaw issues.	Sample is put in water at 158 F for 166 hours and then weighed to find out if any water absorption has occurred.	Virtually no water absorption.
ASTM D 3462 Nail Pull Through Resistance at 32 F and 72 F	Identify nail tear resistance to determine if nails will pull through the shingle.	Shingle is nailed and stabilized at 73 F and then at 32 F. Force is applied until shingle is pulled past nail.	138 lbs/ft of force required at 73 F and 166.9 lbs/ft at 32 F.

DaVinci Slate, Shake & Fancy Shake

Third Party Testing

Test	Objectives	Method	Results
ASTM G21 Fungus (algae) test	Determine if algae wants to grow on DaVinci Slate	Our sample is inoculated with blue green algae and put in a warm, damp place along with a control sample for four to six weeks	The algae did not grow on our sample shingle
ASTM D 638 Tensile Strength	Determine effects of long-term weathering on material strength	Tensile strength of sample is measured before and after accelerated weathering. Weathering duration is 4500 hours	No meaningful reduction of strength. Post test results showed a 2.6% reduction in material strength from pre-test measurement.
TAS-100	Earn certification for wind driven rain. Pass or fail only.	A roofing assembly is subjected to increasing wind speeds along with an abundance of water blown at the system at speeds up to 110 mph.	Passed
UL 1897	Earn UL Certification for static uplift resistance.	A roofing assembly is subjected to differential air pressure until failure.	Passed
TAS-125	Earn certification for wind uplift resistance in High Velocity Hurricane Zones. Pass or fail only.	A roofing assembly is subjected to positive and negative pressure in cycles to measure wind uplift resistance.	DaVinci Slate passed at -118.5 psf. DaVinci Shake passed at -93.5 psf. DaVinci Fancy Shake passed at -131 psf.

Code Approvals

DaVinci Slate & Shake: ICC-ES ESR-2119
Florida Building Code
Slate: TDI RC-166 Shake: TDI RC-164
Slate: Miami Dade County, FL NOA No. 12-0503.01 Shake: Miami Dade County, FL NOA No. 13-0107.01
Go to www.davinciroofscapes.com for the most up-to-date technical information.

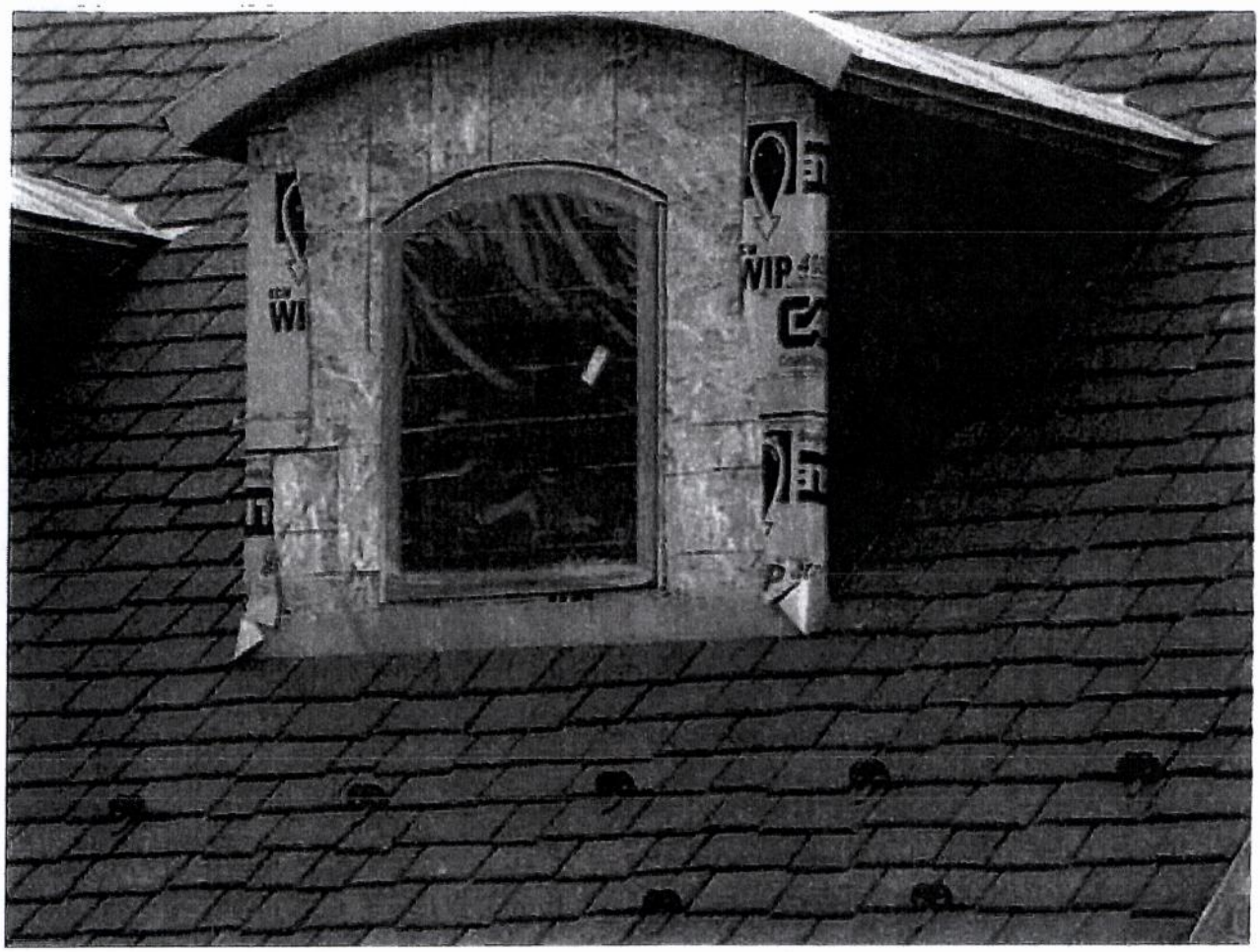


Exhibit B

City of NORFOLK

To: Norfolk Design Review Committee
City of Norfolk, Virginia

November 10, 2014

From: Susan M. McBride, Principal Planner

Subject: Certificate of appropriateness to replace the slate roof with composite slate

Ward/Superward: 2/6

Approved: Leonard M. Newcomb III

Leonard M. Newcomb III
Zoning Services Manager

Certificate of Appropriateness Staff Report

I. **Property Address**: 534 Pembroke Avenue

II. **Applicant Information:** #14-108
Owner: Mr. & Mrs. Ottinger
Applicant: Mr. & Mrs. Ottinger

III. **Historic District Information:**
Historic District: Ghent Historic District (HC-G1)
Date of Structure: 1908
Period of Significance: Late 19th to Early 20th Century
Contribution/noncontributing: Contributing
Architectural style of building: Shingle Style
Significant elements of building: This single-family, two-and a-half story, home with a pressed brick façade in a stretcher bond pattern on the first floor and shingle sheathing on the second and attic floors. The roof is hipped with a central gable dormer. There is a secondary porch across the front of the wing of the house towards the street that has a flat roof that is supported with paired smooth-shaft columns and turned balustrades. There is a two-story wing to the northeast.

IV. **Building Application:** The applicant would like to replace the original slate roof with a composite slate material.

V. **Project Description:** The present slate roof is Vermont Green Slate and is showing some signs of delamination but not effervescing. This type of slate typically lasts 200 years to indefinitely with proper maintenance. The general rule of thumb in the industry is if the roof

is showing less than 20-25% deterioration it should be repaired. The applicant would like to use a composite slate product by DaVinci. This is a resin product that is molded to look like actual slate tiles. The tiles are installed individually which is similar to a slate installation. The manufacturer warrantees the product for fifty years.

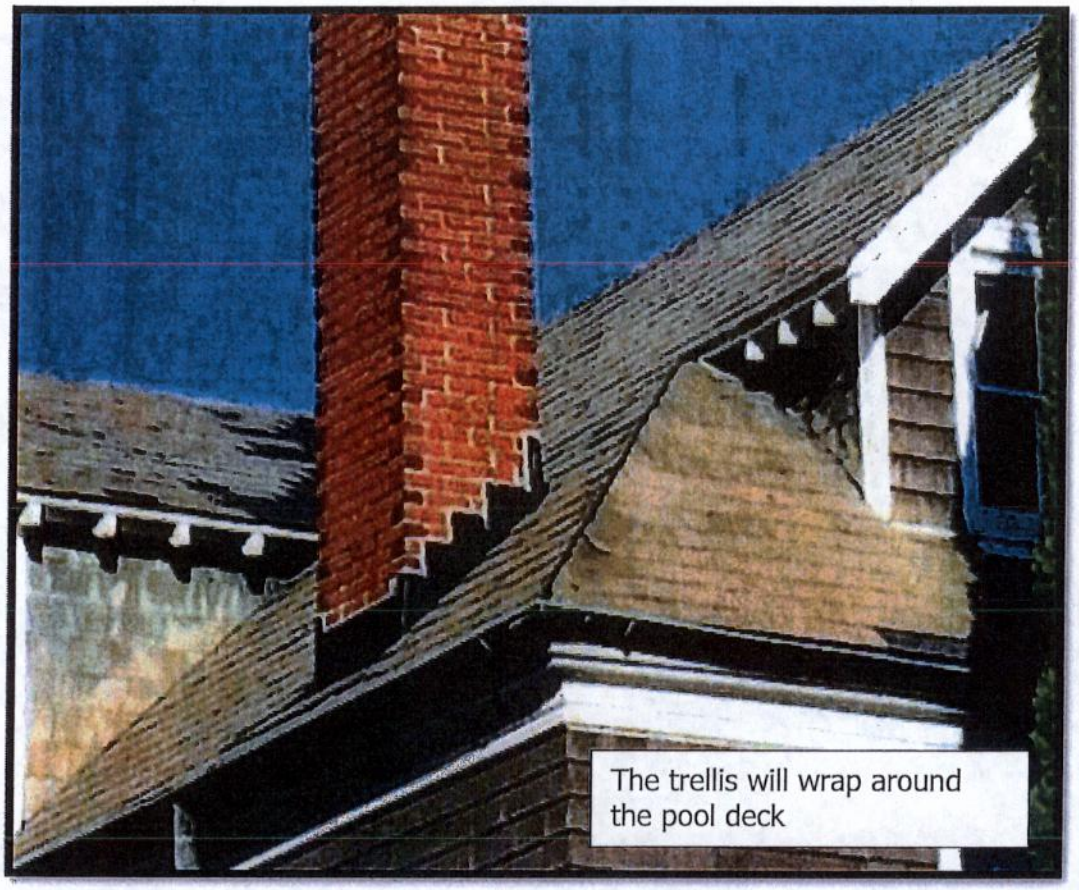
VI. Norfolk Design Guidelines:

2:2 Roofs

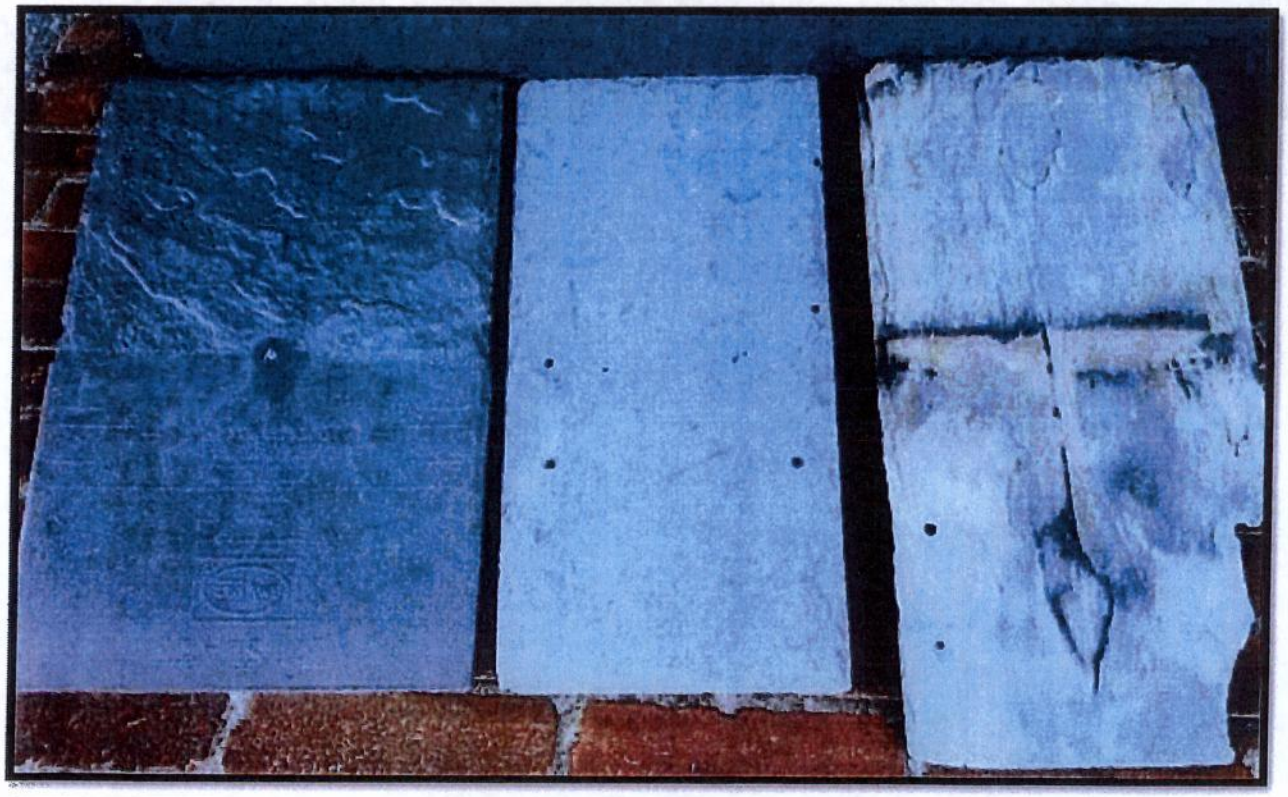
1. Preserve and retain the roof shape, slope, and overhang as well as features such as dormer, cupolas, chimneys, parapet ornamentation, window's walks, cornices, rafter tails, barge boards, weathervanes, and cresting.
2. Retain roofing materials that are historic and contribute to the character of the building. Repair should be considered before wholesale replacement.
3. When demonstrated that it is necessary to replace original roofing materials, matching materials are appropriate.
4. Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

V. Recommendation: Staff recommends denial for a Certificate of Appropriateness for the slate roof replacement with composite slate, because it does not meet the *City of Norfolk Historic District Design Guidelines* for *Roofs:* (3) Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

534 Pembroke Avenue



The trellis will wrap around the pool deck



Left is proposed composite slate/Middle & Right are existing slate tiles

pedestrian areas in the city. She asked to see a brick option for the Historic Districts and a different treatment for other areas of the city such as Wards Corner. Mr. Gould suggested that they look at this from the standpoint of the entire city and what materials should be used citywide. Mr. Newcomb stated that the Board can adopt a design criteria as part of the Downtown Design Guidelines and state what their preferences are and then that should be shared with the City Manager's office and with Public Works. He suggested that the focus should stay first on downtown and then later can be expanded to other areas of the city.

Ms. Andrews made a motion in support of the information presented to date on working towards the selection of a brick paving standard for the Downtown Historic District. She added that the alternative to brick paving is painted stripes. Mr. Gould seconded the motion. The Board voted aye.

IV. Consent Agenda

a. 313 W. Freemason Street – Replace wood railings with metal at rear steps

After a review of drawings, photographs and detailed specifications, the Board approved the application as a consent agenda item.

V. Certificate of Appropriateness

Ghent Historic District

a. 534 Pembroke Avenue – Replace slate roof with composite slate

Photographs and drawings were presented for review. Ms. McBride briefly reviewed the application. The applicant would like to replace the original slate roof with a composite slate material. The product is molded to look like actual slate tiles.

Mr. Ottinger appeared before the Board. He presented a piece of the existing slate and a material sample for the composite slate material. The product has a 50 year warranty and expected life span significantly greater than 50 years. He also presented additional photographs. He stated that the roof was in disrepair in 2012 when they moved in. The previous owners spent approximately $17,000 in 2009 on refurbishment of the flashing and the valleys and the repair of a handful of slates. Unfortunately, that was not a long term solution. They presently have three significant leaks in the roof which they have tried to have repaired but were not successful.

The Board suggested that Mr. Ottinger find out if the composite material can be cut to match the 10 inch width of the existing slate. Ms. Pollard noted that under the Secretary of the Interior standards, the Virginia Department of Historic Resources will entertain using synthetic slate in situations where the slate is legitimately beyond repair and will match the profile, color and size of the existing slate. She added that Mr. Ottinger had provided appropriate documentation showing that the existing slate is beyond repair. She noted that should the 10 inch width be unavailable, the Board will have to work outside of the Guidelines which means they need to narrow the precedent for future applications.

Ms. Andrews made a motion to approve the composite material as presented provided that it is available in a dimension matching the existing slate (Guideline 2.2 No. 4). Mr. Klemt seconded the motion. The Board voted aye.

b. 726 Graydon Avenue – Privacy fence & shrubs (after-the-fact)

Drawings, photographs and a survey were presented for review. Ms. McBride briefly reviewed the application. A fence was installed without a COA and it is visible from the public right-of-way. The survey provided indicated where a 4-foot wooden privacy fence was located on the property. However, when the fence company went to install the new fence, there was no existing fence. An evergreen shrubbery has been planted in an attempt to shield the new fence from the right-of-way. The new fence is a number one red cedar 6-foot dog-eared paneled fence. The Ghent Neighborhood League approved the application.

Mr. Estes appeared before the Board. He stated that the fence will be left in its natural state and will eventually turn a silver gray color.

Ms. Andrews made a motion to approve the application as presented. Mr. Hoffler seconded the motion. The Board voted aye.

VI. Design Review

Private Projects

a. 2800 Church Street – Build ten townhomes Continued from 10/20/2014

Drawings and photographs were presented for review. The applicant returned with two new options for the entrance and stair. Ms. McBride briefly reviewed Options 1 and 2, noting that the applicant's preference would be Option 2.

Exhibit D

City of NORFOLK

To: Norfolk Design Review Committee
City of Norfolk, Virginia

August 24, 2015

From: Susan M. McBride, Principal Planner

Subject: Amend a previously approved Certificate of Appropriateness to change the width of the composite slate

Ward/Superward: 2/6

Approved:

Leonard M. Newcomb, III
Assistant Director, Planning

Certificate of Appropriateness Staff Report

I. **Property Address**: 534 Pembroke Avenue

II. **Applicant Information:** #15-60
Owner: Mr. & Mrs. Ottinger
Applicant: Mr. & Mrs. Ottinger

III. **Historic District Information:**
Historic District: Ghent Historic District (HC-G1)
Date of Structure: 1908
Period of Significance: Late 19th to Early 20th Century
Contribution/noncontributing: Contributing
Architectural style of building: Shingle Style
Significant elements of building: This single-family, two-and a-half story, home with a pressed brick façade in a stretcher bond pattern on the first floor and shingle sheathing on the second and attic floors. The roof is hipped with a central gable dormer. There is a secondary porch across the front of the wing of the house towards the street that has a flat roof that is supported with paired smooth-shaft columns and turned balustrades. There is a two-story wing to the northeast.

IV. **Building Application:** The applicant would like a COA to install nine inch composite slate on his roof instead of ten inch.

V. **Project Description:** At the November 10, 2014 meeting the ARB ruled in favor of replacing the original Vermont Green Slate roof with a composite material that matches the style, color and width (ten inches) of the existing slate roof. The COA was not executed because the applicant was to let staff know if they could meet the condition of the width. Per a November 17, 2014 email the applicant would be able to custom order the ten inch size "at a significant additional cost." The applicant did request to be on the December 2014 meeting to ask the ARB to allow for the use of a different size but, withdrew their application prior to the meeting.

The applicant began installing his new roof in a nine inch width composite slate. The applicant would like to receive a COA to use the DaVinci composite slate product in their nine inch standard width on the roof.

VI. **Norfolk Design Guidelines:**

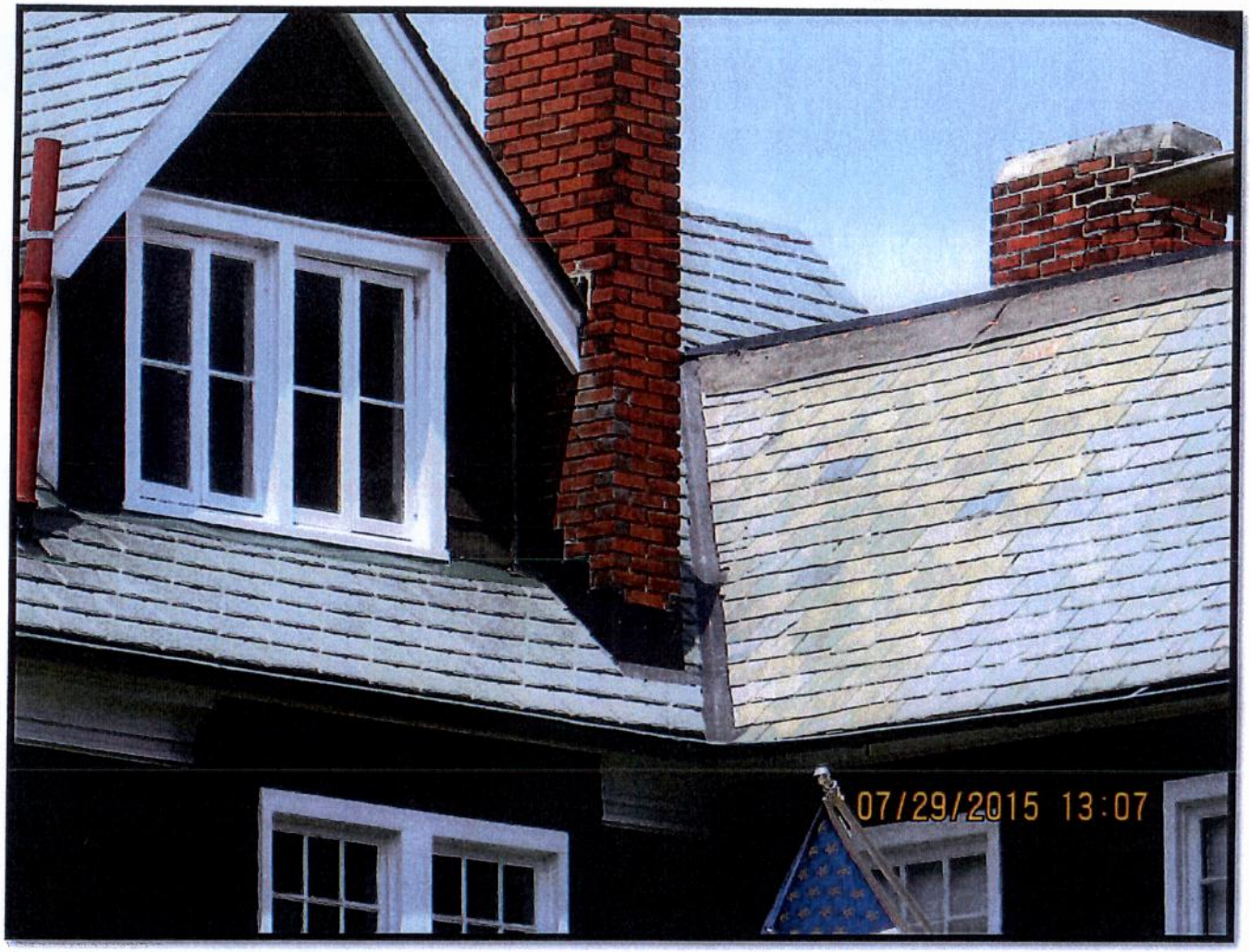
2:2 Roofs

1. Preserve and retain the roof shape, slope, and overhang as well as features such as dormer, cupolas, chimneys, parapet ornamentation, window's walks, cornices, rafter tails, barge boards, weathervanes, and cresting.
2. Retain roofing materials that are historic and contribute to the character of the building. Repair should be considered before wholesale replacement.
3. When demonstrated that it is necessary to replace original roofing materials, matching materials are appropriate.
4. Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

V. **Recommendation:** Staff recommends denial for a Certificate of Appropriateness for the slate roof replacement with composite slate, because it does not meet the *City of Norfolk Historic District Design Guidelines* for *Roofs:* (3) Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

534 Pembroke Avenue-prior to roof changes

Most of the roof has been replaced with the DaVinci composite slate-note the difference in the installation of the composite material in the areas of the ridges. The valley of the original roof has oxidized to a brown patina and the installer used a green flashings



Left of the valley has been replaced to the right it has not

August 24, 2015
ARB MEETING MINUTES

Exhibit E

IV. Continued Applications (None)

V. Certificate of Appropriateness

Ghent Historic District

a. 534 Pembroke Avenue – Approval for 9-inch-wide composite roofing slate instead of 10 inch

Drawings and photographs were presented for review. Ms. McBride briefly reviewed the application and its history. She noted that the original application was before the Board in November 2014. At that time the Board approved the use of a composite slate to match the existing slate in style, color, installation and at a 10-inch width. A Certificate of Appropriateness was never issued because Mr. Ottinger indicated he wanted to return to the manufacturer and attempt to get a composite slate in a standard size. Mr. Ottinger withdrew his application from the December 2014 agenda. He next planned to present an application to the Board in the spring of 2015 but did not. Work was begun on the roof without a Certificate of Appropriateness in July 2015 using what was thought to have been a 9-inch-wide composite slate that had not been approved by the Board.

Mr. Ottinger appeared before the Board. He presented additional photographs and material samples. He noted a correction to the application: The request was to use 12-inch-wide composite slate, which was what was actually installed, not the 9 inch. He added that the 12 inch is the manufacturer's standard size (DaVinci). He explained that after the November 2014 meeting he went back to the manufacturer for a 10 inch and he also did research online. He discovered that the 10 inch could be produced but at a significant increase in price; therefore, he chose to use the standard 12 inch. In addition, when they began repairs and removed the old slate, the old slate disintegrated, and there was a significant leakage problem that he felt needed to be addressed immediately. Mr. Ottinger stated that another addition to the application was to replace the copper gutters and downspouts. The house currently has 4-inch half-round copper gutters and round downspouts and if their budget permits they would like to replace them in kind.

The Board members expressed a number of concerns and especially that the process was ignored by the applicant. They felt that after following the Guidelines Flow Chart and considering special circumstances that a significant concession had been given to Mr. Ottinger by allowing the use of the 10-inch composite slate. Another major concern was that this could set a precedent for future applicants with similar requests to use synthetic materials. The Board discussed different options to

resolve the issues with this application. Possible options included: the removal of the 12-inch synthetic slate and requiring that the 10-inch be installed; continue replacing the slate with the 12-inch synthetic to match what has been installed; use the 10-inch synthetic slate to finish the balance of the roof; remove what has been installed and require the Vermont green slate. The Board also expressed concern about the actual detailing of the roof and if the same can be done with synthetic slate that can be done with real slate in terms of the ridge cap and hip cap.

Mr. Conde and Ms. Reynes, on behalf of the Ghent Neighborhood League, appeared before the Board. They expressed support for the Guidelines. Mr. Conde stressed that the Guidelines took a number of years to complete and were done so that residents would have a clear understanding of the process and what materials could be used. He also expressed concern for the residents who had done the same as Mr. Ottinger but were told they had to remove unapproved materials. He added that what the Board determines for this application could have consequences in the Historic District going forward. Ms. Pollard suggested that Mr. Ottinger go before the full Ghent Neighborhood League.

Mr. Thomas made a motion to continue the application subject to: the applicant will return with a written, detailed plan to include the treatment of the ridge cap, hip cap, et cetera, and that said plan will be submitted ahead of time to Planning staff so it can be provided to Board Members. Ms. Gustavson seconded the motion. Mr. Thomas, Mr. Lyall, Mr. Glenn and Mr. Rutledge voted aye. Ms. Pollard, Ms. Gustavson and Mr. Klemt dissented.

Downtown Historic Overlay

b. 131 Granby Street – amend a previously approved COA for a façade renovation

Drawings and photographs were presented for review. Ms. McBride briefly reviewed the application. She noted that modifications were made in response to tax credit issues. She presented the original drawings as well as the revised drawings showing the modifications.

Mr. Schnesker appeared before the Board and presented an additional minor modification to the column base and he distributed new drawings. He stated that the Department of Historic Resources felt that the column bases were a little too extruded and seemed as if they came straight out of the ground. They asked that another base and character line be added. In addition, a step has also been added. He also noted an area of existing banding that they plan to use as opposed to adding a new band.

THE CITY OF NORFOLK
CITY PLANNING

Exhibit F

To: Architectural Review Board
City of Norfolk, Virginia

December 7, 2015

From: Susan M. McBride, Principal Planner

Subject: Amend a previously approved Certificate of Appropriateness to change the width of the composite slate

Ward/Superward: 2/6

Approved: Leonard M. Newcomb

Leonard M. Newcomb, III
Assistant Director, Planning

Certificate of Appropriateness Staff Report

I. **Property Address**: 534 Pembroke Avenue

II. **Applicant Information:** #15-60C
Owner: Mr. & Mrs. Ottinger
Applicant: Mr. & Mrs. Ottinger

III. **Historic District Information:**
Historic District: Ghent Historic District (HC-G1)
Date of Structure: 1908
Period of Significance: Late 19th to Early 20th Century
Contribution/noncontributing: Contributing
Architectural style of building: Shingle Style
Significant elements of building: This single-family, two-and a-half story, home with a pressed brick façade in a stretcher bond pattern on the first floor and shingle sheathing on the second and attic floors. The roof is hipped with a central gable dormer. There is a secondary porch across the front of the wing of the house towards the street that has a flat roof that is supported with paired smooth-shaft columns and turned balustrades. There is a two-story wing to the northeast.

IV. **Building Application:** The applicant would like a COA to install nine inch composite slate on his roof instead of ten inch.

V. **Project Description:** This application was continued from the August 24, 2015 ARB meeting so that the applicant could investigate if the installation of the composite slate, that was installed without a COA, could be modified to look more like a slate installation at the hips,

ridges, and valleys. The applicant has a response from the installer, where these existing areas can be reworked using copper flashing.

At the November 10, 2014 meeting the ARB ruled in favor of replacing the original Vermont Green Slate roof with a composite material that matches the style, color and width (ten inches) of the existing slate roof. The COA was not executed because the applicant was to let staff know if they could meet the condition of the width. Per a November 17, 2014 email the applicant would be able to custom order the ten inch size "at a significant additional cost." The applicant did request to be on the December 2014 meeting to ask the ARB to allow for the use of a different size but, withdrew their application prior to the meeting.

The applicant began installing his new roof in a nine inch width composite slate. The applicant would like to receive a COA to use the DaVinci composite slate product in their nine inch standard width on the roof.

VI. **Norfolk Design Guidelines:**

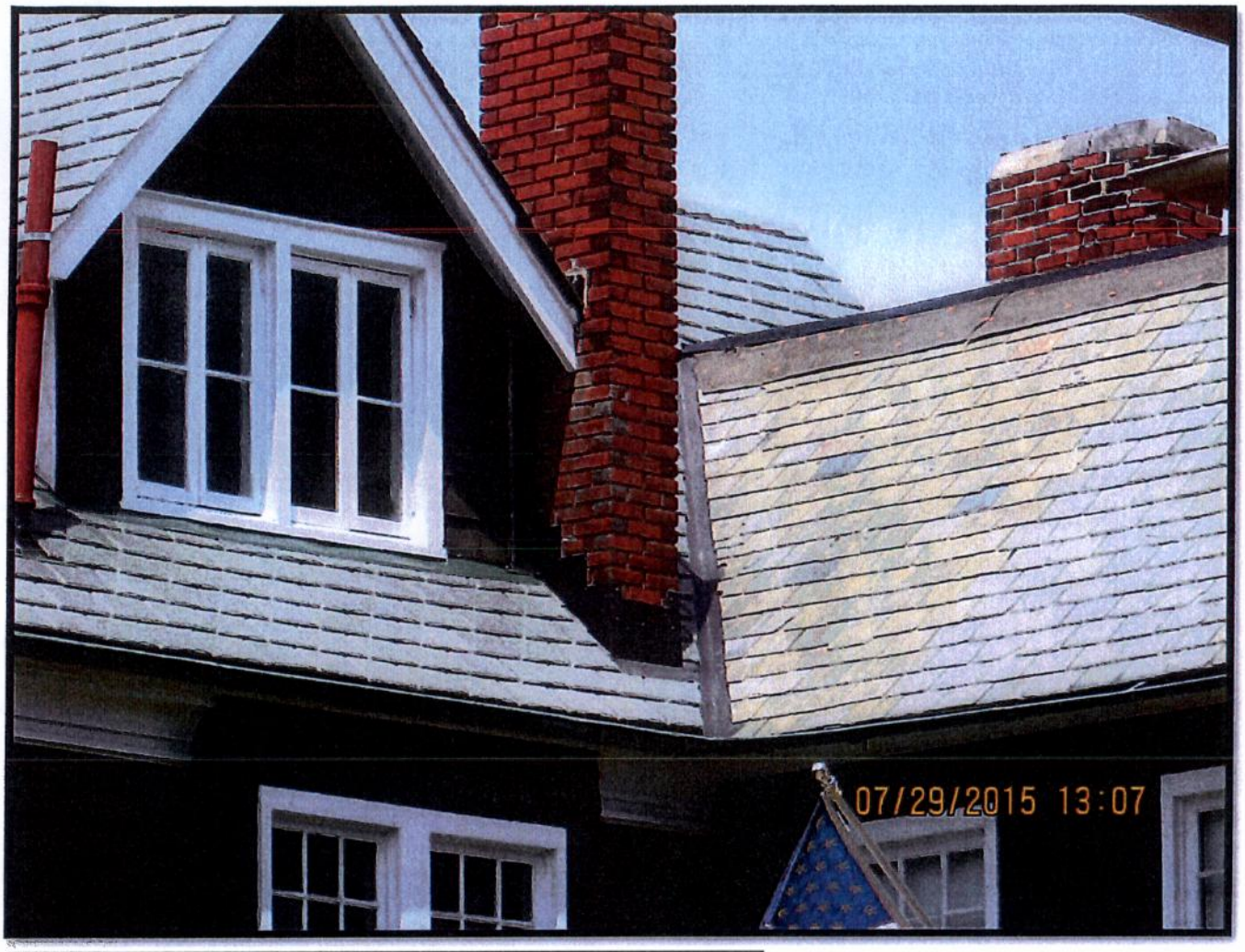
2:2 Roofs

1. Preserve and retain the roof shape, slope, and overhang as well as features such as dormer, cupolas, chimneys, parapet ornamentation, window's walks, cornices, rafter tails, barge boards, weathervanes, and cresting.
2. Retain roofing materials that are historic and contribute to the character of the building. Repair should be considered before wholesale replacement.
3. When demonstrated that it is necessary to replace original roofing materials, matching materials are appropriate.
4. Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

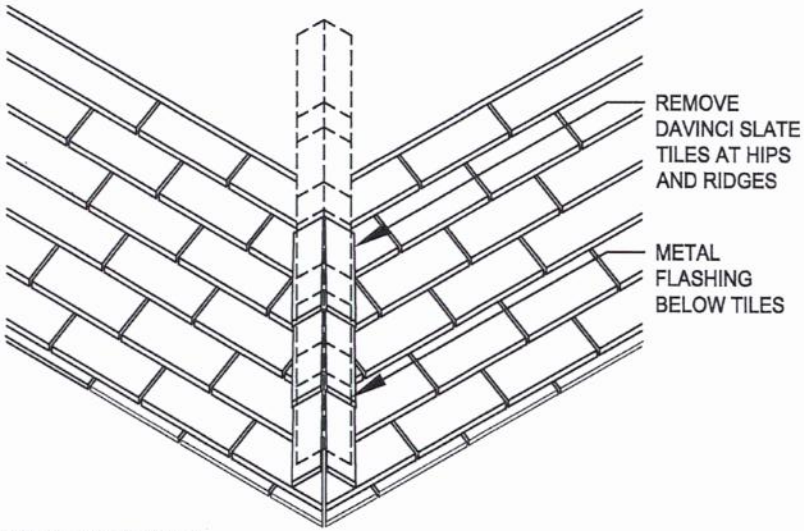
V. **Recommendation:** Staff recommends denial for a Certificate of Appropriateness for the slate roof replacement with composite slate, because it does not meet the *City of Norfolk Historic District Design Guidelines* for *Roofs:* (3) Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

534 Pembroke Avenue-prior to roof changes

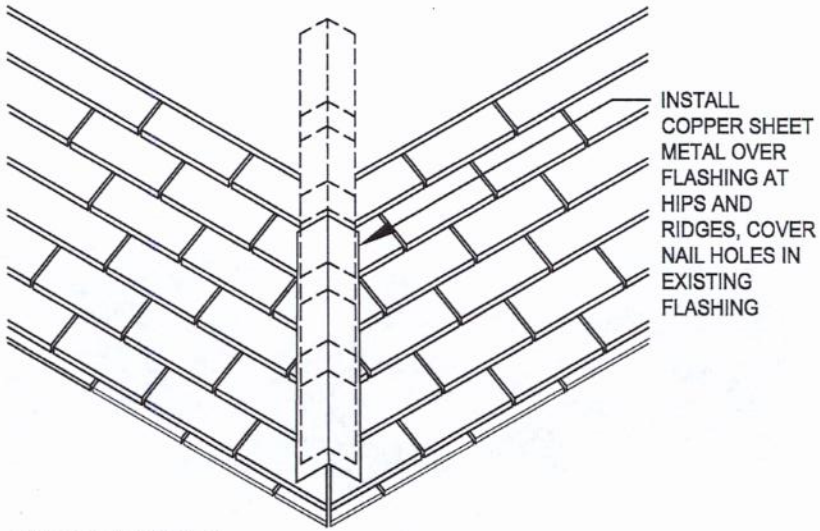
Most of the roof has been replaced with the DaVinci composite slate-note the difference in the installation of the composite material in the areas of the ridges. The valley of the original roof has oxidized to a brown patina and the installer used a green flashings



Left of the valley has been replaced to the right it has not



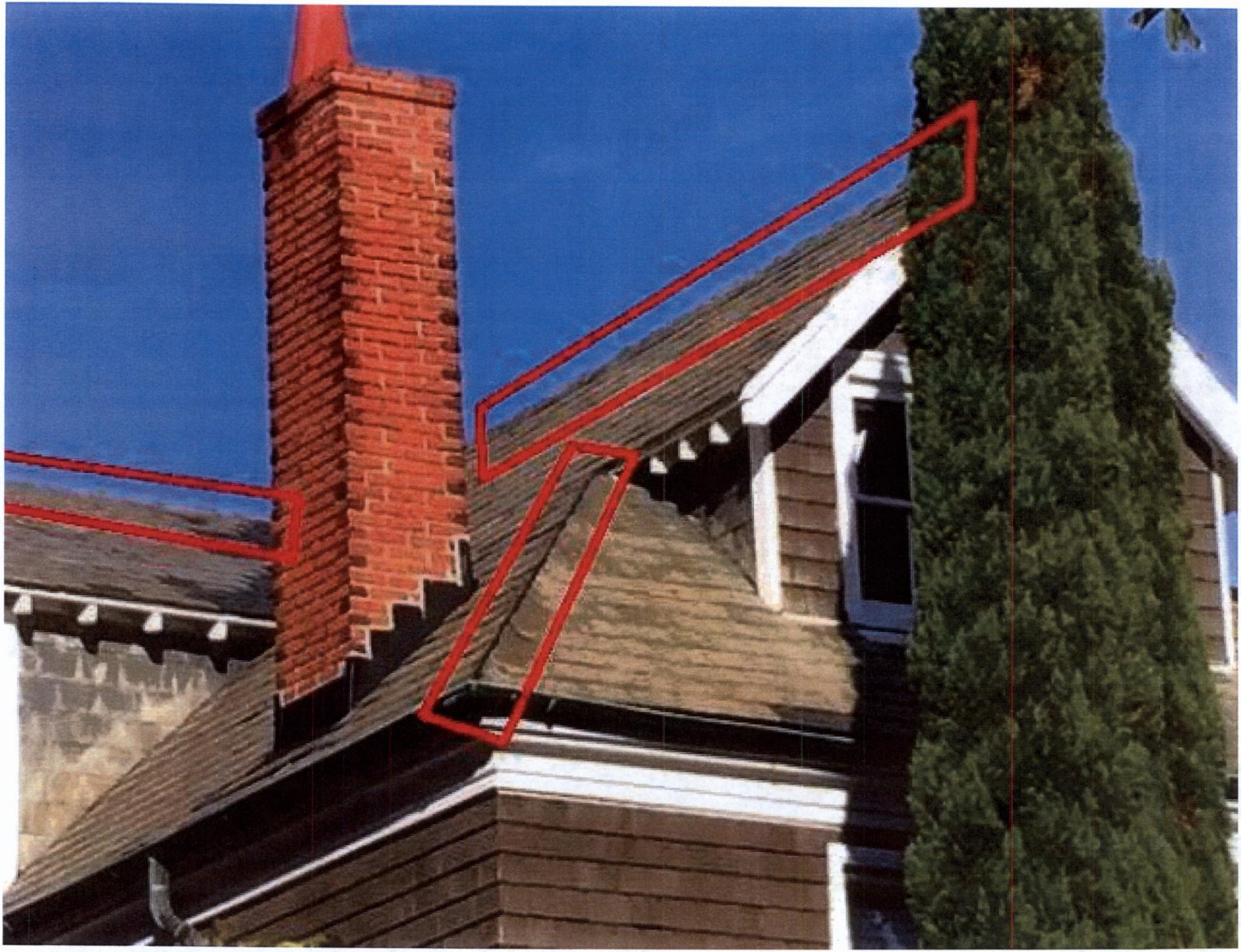
STEP 1: DEMOLITION



STEP 2: INSTALLATION

HIP/ RIDGE CAP DETAIL
OTTINGER RESIDENCE
534 PEMBROKE AVE.
NORFOLK, VA 23507

530
07/29/2015 13:07



THE MINUTES OF THE NORFOLK ARCHITECTURAL REVIEW BOARD DECEMBER 7, 2015

On December 7, 2015 at 4:00 p.m., a meeting of the Norfolk Architectural Review Board was held in the 10th Floor Conference Room, City Hall Building. Those in attendance were:

MEMBERS PRESENT:

Ms. Gustavson (Acting Chairman), Mr. Thomas, Mr. Rutledge, Ms. Pollard, Mr. Glenn, Mr. Klemt

MEMBERS ABSENT:

Mr. Lyall, Mr. Gould, Mr. Hoffler

STAFF:

Mr. Newcomb, Ms. McBride

I. Call to Order

Ms. Gustavson called the meeting to order.

II. Roll call

Mr. Newcomb called the roll. (Quorum present)

III. Consent Agenda

a. Meeting minutes – November 9, 2015

The Board voted to approve the minutes as presented.

b. 131 Granby Street – Benny Domato's – Business signage

After a review of drawings, photographs and detailed specifications, the Board

approved the consent agenda item as presented. Ms. Pollard abstained.

IV. Continued Applications

Ghent

a. 534 Pembroke Avenue – Replace slate roof

Drawings and photographs were presented. Ms. McBride reviewed the history of the application as follows:

The original application was before the Board November 2014. At that time the Board determined that the Vermont green slate was beyond repair and not as durable as other slates; therefore, they could consider the use of synthetic materials. They approved the use of a composite slate to match the existing slate in style, color, installation and at a 10-inch width. However, a Certificate of Appropriateness was never issued because Mr. Ottinger withdrew his application from the December 2014 agenda and indicated that he wanted time to consult with the manufacturer about getting a composite slate in a standard size.

Mr. Ottinger next planned to present an application to the Board in the spring of 2015 but did not.

In July 2015, work was begun on the roof without a Certificate of Appropriateness using what was thought to have been a 9-inch-width composite slate that had not been approved by the Board.

Mr. Ottinger next appeared before the Board in August 2015. He relayed that a 12-inch-width composite slate had been installed, which was the manufacturer's standard size, and not the 9-inch-width. He stated that the manufacturer could produce a 10-inch-width composite slate but at a significant increase in price; therefore, he chose to use the standard 12-inch-width. At that time the Board expressed that a significant concession had been made to allow the use of the 10-inch-width composite slate. The Board added that they were disappointed that Mr. Ottinger ignored the process and installed the 12-inch-width composite slate without a Certificate of Appropriateness. The Board voiced concerns about setting a precedent for future applicants with similar requests to use synthetic materials. After discussing several options to resolve the issue, the Board continued the application. They asked Mr. Ottinger to provide a written, detailed plan and to include the treatment of the ridge cap, hip cap, et cetera, and that said plan must be submitted ahead of time to staff so it can be provided to Board members. Mr. Conde and

Ms. Reynes expressed support for following the process and the Historic Guidelines.

At today's meeting, Mr. Ottinger presented additional documentation and material samples. Ms. Pollard expressed concern that the drawings were still incomplete because they did not show any information about the valleys. Mr. Ottinger stated that information about the valleys had not been excluded intentionally and he would provide any documentation required. He added that he plans to install copper gutters and downspouts. He cited houses at 531 Warren Crescent (new construction) and 212 Colonial Avenue that have synthetic slate. He asked the Board to consider approving the Certificate of Appropriateness.

Ms. Reynes and Ms. McEnery appeared on behalf of the Ghent Neighborhood League. Ms. Reynes stated that the Ghent Neighborhood League's position had not changed since the August 2015 meeting. They are in support of applicants following the process and the Historic Guidelines. Ms. McEnery added that if the Board approved this application it would be a step backwards from what they are trying to accomplish with the Historic Guidelines and would also set a precedent. Mr. Ottinger responded that the Board had approved the composite product but just a different size. He noted that it is 60 feet from the sidewalk to the first place you can actually see that portion of the roof.

Mr. Rutledge made a motion to deny the application for failure to comply with Design Guideline 2-2, Roofs. Mr. Klemt seconded the motion. The Board voted aye.

b. 617 Boissevain Avenue – New construction 3,000 square-foot home

Drawings and photographs were presented, and Ms. McBride reviewed the application which was first presented to the Board on November 9, 2015. The application was continued at that time and the applicant was asked to address the following issues: competing design styles; provide details showing how this home lines up with the homes to either side; consider some type of overhang for the rear patio door; and to consult with the city's arborist regarding the existing tree and proposed driveway extension.

Mr. Yarow appeared before the Board and reviewed design and material changes. An overhang was added over the rear door. A brick planting area was added and a landscaping plan was submitted. The city's arborist reviewed the driveway plans and asked that the tree be protected during construction. A detached shed is proposed for the backyard.

THE CITY OF NORFOLK
CITY PLANNING

Denial

December 7, 2015

Mr. Richard Ottinger
534 Pembroke Avenue
Norfolk, Virginia 23507-2115

Re: 534 Pembroke Avenue—Ghent Historic District—#15-60C

Dear Mr. Ottinger:

On November 10, 2014 the ARB approved your request to replace your original slate with a slate composite on your residence at the above noted address. This approval was based on the deteriorated condition of the existing ten inch wide slate. The Board had specific conditions for allowing the use of the composite slate material and you were requested to seek a product that matched the width of the existing slate.

On December 7, 2015 the Architectural Review board reviewed your request for a Certificate of Appropriateness (COA) to increase the width of the composite slate that was partially installed on your roof without finalizing your COA process.

The ARB denied your request for a Certificate of Appropriateness for this request because this request does not meet the *City of Norfolk Historic District Design Guidelines* for *Roofs:* (3) Replacement of original roofing materials with different roofing materials is strongly discouraged. The replacement should include detailed documentation as to condition and attempts to maintain the existing roof materials. If approved, it should replicate the original materials in color, shape size, and pattern.

You have the right to appeal this action to the Council of the City of Norfolk. The appeal must be submitted in writing stating the basis for the appeal to the City Clerk's Office within fourteen (14) days of the date of the Architectural Review Board decision. Should you have further questions about the appeal process, contact Susan M. McBride, Principal Planner at 757/823-1451.

Sincerely,

Leonard M. Newcomb, III
Assistant Director, Planning

RICHARD AND LISA OTTINGER
534 PEMBROKE AVE.
NORFOLK, VA 23507
(757) 451-7141

DECEMBER 18, 2015

VIA HAND DELIVERY
Breck Daughtrey, City Clerk
810 Union Street
Suite 1006
Norfolk, VA 23510

Re: ARB Appeal

Dear Mr. Daughtrey:

I am writing to appeal the decision of the Architectural Review Board's ("ARB") denial on December 7, 2015 of our request for a Certificate of Appropriateness ("COA") to increase the allowable width of a synthetic slate material to replace the slate roof on our home.

My wife Lisa, I and our two children live at 534 Pembroke Ave., which is in the Ghent section of Norfolk. The 3-story home was built in 1908 with a Vermont Green slate roof. After we moved in in 2012, we noticed signs of several roof leaks. We explored a number of options for repair and replacement. Although roughly 70% of the historic houses in the neighborhood have had their original roofs replaced with asphalt shingles, we looked at both real slate and several synthetic slate products as opposed to the less expensive asphalt shingle options. Following the construction of a new home around the corner on which a synthetic slate was used, we decided to seek ARB approval for a COA to install the same product on our house, albeit in a different size and color, which would more closely match what we were considering replacing.

On November 10, 2014, we received approval to install the synthetic slate in a 10" width. We had sought approval for the company's standard 12" width, but the ARB wanted cost information for the non-standard size.

In the weeks following that November 2014 hearing, I began my campaign for Virginia Senate and my time was wholly consumed and my attention to the roof issue waned. At that point, we decided to simply make limited repairs as necessary. In the early summer of 2015, several leaks became noticeably worse. At that point, I contacted the roofing contractor who had installed our neighbor's roof, and asked them to make repairs to the areas where the leaks were located. Due to my miscommunication with the contractor and my failure to pay close attention to the work, the contractor installed the

larger synthetic slates. Additionally, when performing the repairs, the contractor found that the condition of the original slate was such that greater areas than expected needed repair.

In response to a query from Ms. McBride, I confirmed that the larger slates had been installed. I then filed an application for approval of a COA that would permit the installation of the larger slates. At the initial hearing on that COA, the Chairman and other board members suggested that an offer of concessions of the installation of copper detailing might be helpful to the process. The matter was continued so that I could obtain architectural drawings and confirm that the detailing could be added. I submitted that additional information to planning and returned for hearing on December 7 at which time the members of the ARB who were present, denied my application. The denial would require the removal of the 12" synthetic slates and installation of 10" synthetic slates.

While the synthetic slates used by the contractor are 2" wider than the original approval, I believe that the look is clearly superior to the original slate in its current condition. More importantly, if the 12" synthetic slates are removed and replaced with 10" synthetic slates, virtually no difference could be detected from the closest point on a right of way, which is approximately 60' from the roof. The cost to replace the 12" slates with 10" would be approximately $35,000. I strongly believe those funds would be better spent on the copper detailing, which we are still willing to add, and other repairs to the home.

We respectfully request that City Council grant the application for a COA for use of the12" synthetic slates with the offered concessions.

Regards,

Richard H. Ottinger

C: Director, Department of City Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: **Granby Development Certificate at 210 E. 22nd Street – The Monument Companies**

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

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

I. **Staff Recommendation: Approval.**

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

III. **Request:** Granby Development Certificate to permit the substantial renovation of a three-story, historic warehouse into a 36-unit multi-family building in the G-1 zoning district with no development waivers requested.

IV. **Applicant: The Monument Companies**

V. **Description:**

- The site is located on the north side of East 22nd Street east of the Monticello Avenue service lane directly south of the Norfolk Southern railroad tracks within the Mid-Town Industrial Area.
- Given that no development waivers are requested, and that the proposed use is supported by the adopted Future Land Use Map and is permitted by-right within the G-1 zoning district, and since the proposed adaptive reuse of the historic warehouse is supported by the Preserving Our Heritage chapter of *plaNorfolk2030*, staff recommends approval of the Granby Development Certificate.

VI. **Historic Resources Impacts**

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

- The building, historically known as the *British-American Tobacco Co. Warehouse/George G. Lee Co., Inc. Plumbing Supplies* building (Jacob Tevss – architect and builder), was constructed in 1917, 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.

VII. Public Schools Impacts

This site is located within 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:

- Proponents and Opponents
- Staff Report to CPC dated May 26, 2016 with attachments
- Letter of support
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

City Planning Commission: May 26, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Staff: Matthew Simons, AICP, CZA, CFM M.S.

Staff Report	**Non-public hearing item**	
Address	**210 East 22nd Street**	
Applicant	**The Monument Companies**	
Request	**Granby Development Certificate**	Convert existing warehouse to multi-family residential
Property Owner	William T. & Charlene G. Reynolds	
Site Characteristics	Site/Building Area	35,568/31,537 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: Industrial warehouse
	South	G-1: Parking lot
	West	G-1: Phase I of Monument proposal: 51 units

A. Summary of Request

- The site is located on the north side of East 22nd Street east of the Monticello Avenue service lane directly south of the Norfolk Southern railroad tracks within the Mid-Town Industrial Area.
- This application is for a Granby Development Certificate to permit the substantial renovation of a three-story, historic warehouse into a 36-unit multi-family building in the G-1 zoning district with no development waivers requested.

B. 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 (N5.1.18).
    - This chapter also includes an action for the Mid-Town Industrial Area calling for the city to encourage and market underutilized warehouse spaces for reuse (N5.1.16(b)).
- The Preserving Our Heritage chapter of *plaNorfolk2030* calls for protecting Norfolk's historic resources, in part by encouraging the reuse of nonconforming historic structures.
    - Approval of the Granby Development Certificate will permit the project to move forward to pursue historic tax credits under the NPS/VDHR guidelines; saving the 99-year-old structure from eventual demolition, which would be supported by *plaNorfolk2030*.

C. Historic Context and Impacts

- The building, historically known as the *British-American Tobacco Co. Warehouse/George G. Lee Co., Inc. Plumbing Supplies* building (Jacob Tevss – architect and builder), was constructed in 1917, 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 Williamston-Woodland Historic District 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.
- 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.

D. Zoning Analysis – Granby Development Certificate

i. General

- The site is zoned G-1; which permits multi-family by-right.
- A Development Certificate is required for any development or substantial renovation.

ii. Flood Zone

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 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 75% of the entire length of the property line.

- **Open space requirement**:
  - Minimum of 15% required.
    - Proposal conforms at 22%.

- **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 six 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 44 off-street parking spaces provided.

- **Lot coverage**:
  - Maximum of 80% lot coverage permitted.
    - Proposal conforms with 31% lot coverage.

E. Public Schools Impacts

- The site is located in the Taylor Elementary School, the Blair Middle School and Maury High School attendance zones.
- School attendance zones include Taylor Elementary School (82% utilization), Blair Middle School (77% utilization) and Maury High School (95% utilization).
- Approximately 4 school aged children could be generated by the proposed development (0.1 school aged children per unit).
- Given the low number of potential students and the existing school capacity, no significant school impacts are anticipated.

F. Environmental Impacts

- The proposed multi-family conversion is currently being reviewed through the City's 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

N/A

H. Surrounding Area/Site Impacts

By requiring this use to conform to the condition listed below, granting the development certificate 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 of the request was given to the Ghent Business Association on April 13.

K. Recommendation

Given that no development waivers are requested, and that the proposed use is supported by the adopted Future Land Use Map and is permitted by-right within the G-1 zoning district, and since the proposed adaptive reuse of the historic warehouse is supported by the Preserving Our Heritage chapter of *plaNorfolk2030*, staff recommends **approval** of the Granby Development Certificate, 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 April 7, 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
plaNorfolk2030 Future Land Use Map
Zoning Map
plaNorfolk2030 Action N5.1.16 for Mid-Town Industrial Area
plaNorfolk2030 Action N5.1.18 with proposed boundaries of Monticello-Granby Corridor
Application
Physical Survey
Conceptual Site Plan
Notice to the Ghent Business Association

Proponents and Opponents

Proponents
Chris Johnson – Applicant
1425 E. Cary Street
Richmond, VA 23219

Opponents
None

05/25/2016 lds

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved: M.S

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A GRANBY DEVELOPMENT CERTIFICATE TO PERMIT THE RENOVATION OF AN EXISTING WAREHOUSE TO PROVIDE RESIDENTIAL DWELLING UNITS ON PROPERTY LOCATED AT 210 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 36 new residential dwelling units on property located at 210 East 22nd Street. The property to which the Certificate applies is more fully described as follows:

> Property fronts 230 feet, more or less, along the northern line of East 22nd Street beginning 90 feet, more or less, from the eastern line of Monticello Avenue and extending eastwardly; premises numbered 210 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.

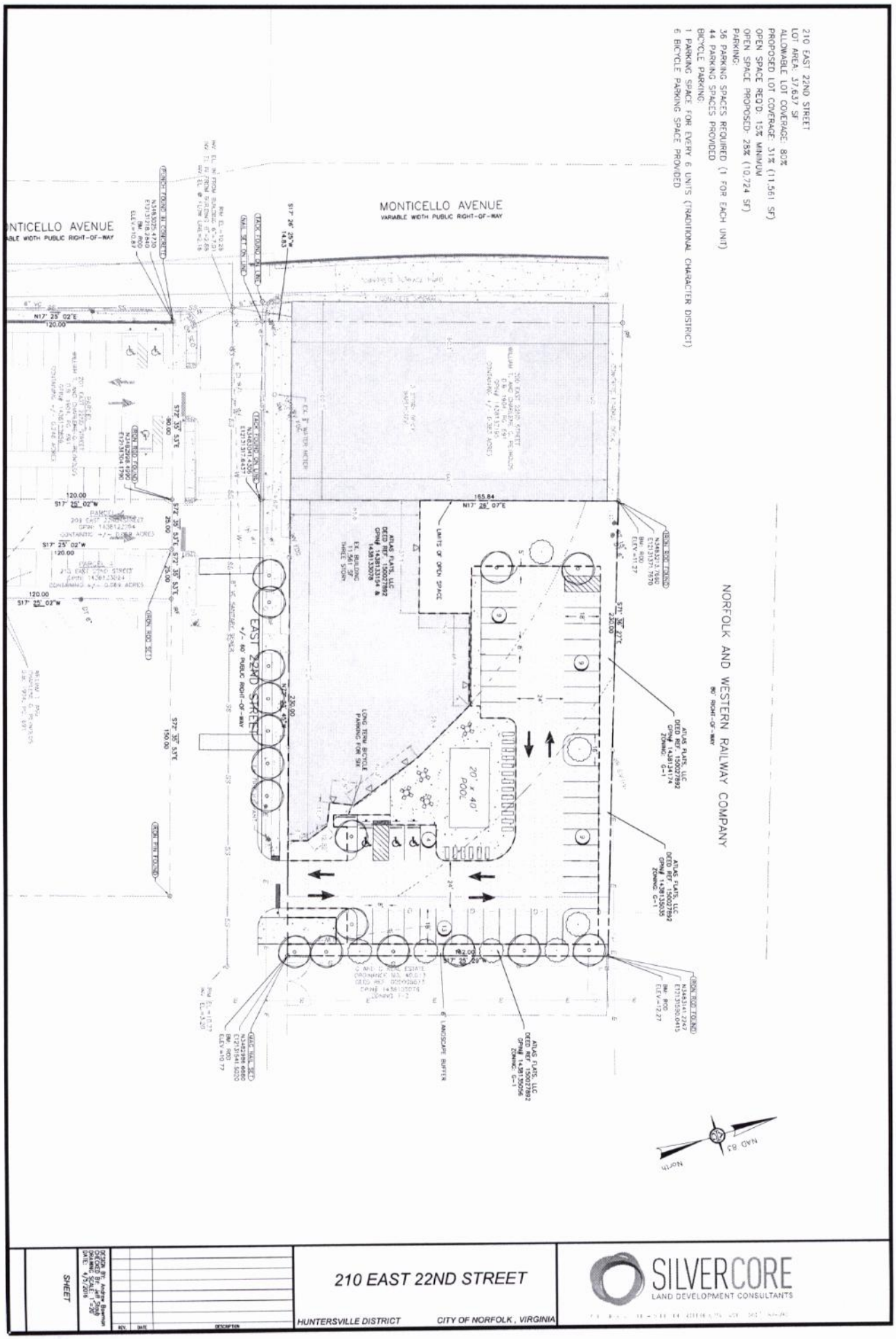
Section 3:- That the Granby Development Certificate granted hereby shall be subject to the following condition:

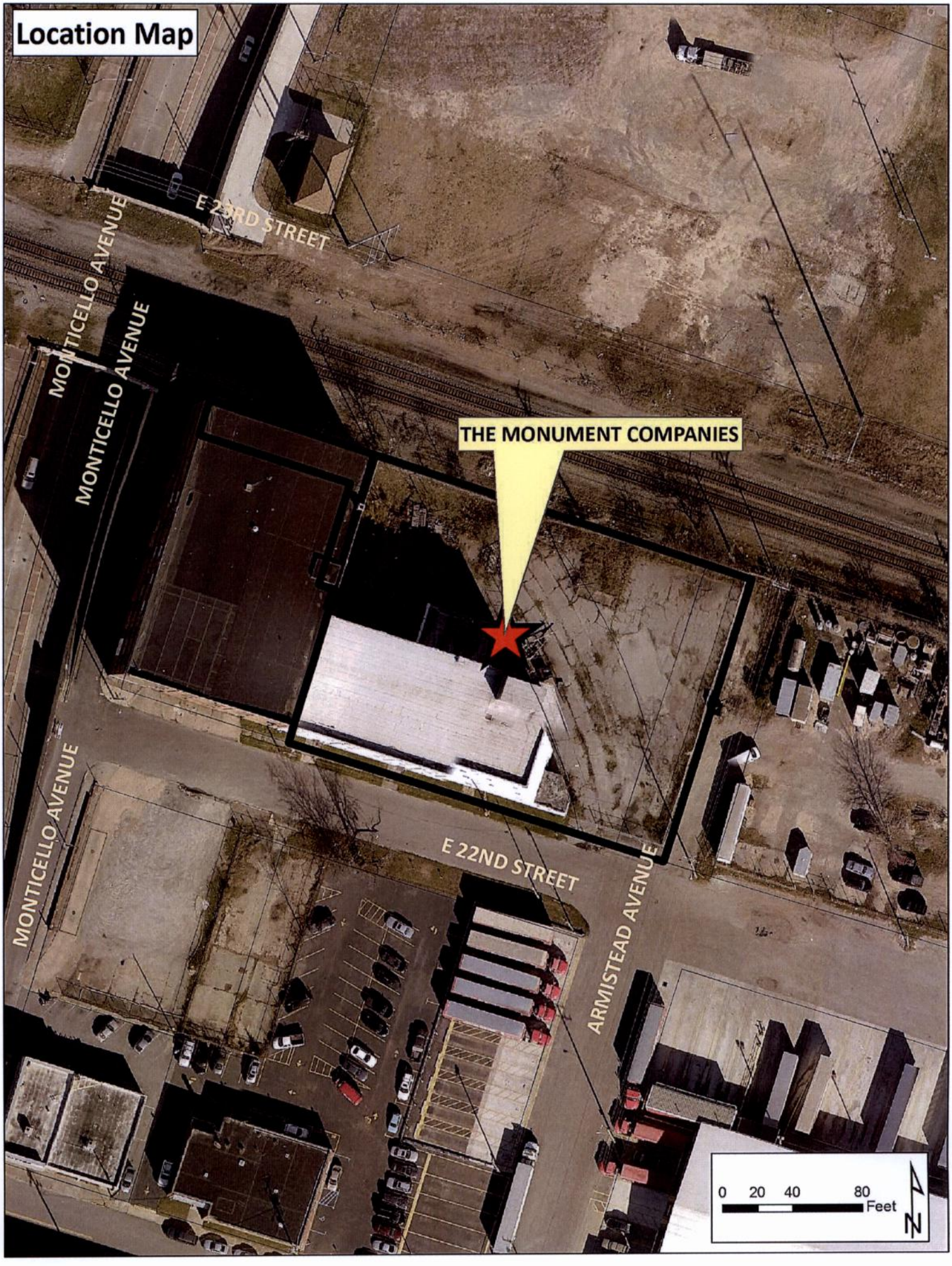
(a) The site shall be designed generally in accordance with the layout as prepared by Silvercore Land Development Consultants, dated April 5, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required to be made by the City during the review by the City's site plan review process 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


210 EAST 22ND STREET
LOT AREA: 37,637 SF
ALLOWABLE LOT COVERAGE: 80%
PROPOSED LOT COVERAGE: 31% (11,561 SF)
OPEN SPACE REQ'D: 15% MINIMUM
OPEN SPACE PROPOSED: 28% (10,724 SF)
PARKING:
36 PARKING SPACES REQUIRED (1 FOR EACH UNIT)
44 PARKING SPACES PROVIDED
BICYCLE PARKING:
1 PARKING SPACE FOR EVERY 6 UNITS (TRADITIONAL CHARACTER DISTRICT)
6 BICYCLE PARKING SPACE PROVIDED
MONTICELLO AVENUE
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
NORFOLK AND WESTERN RAILWAY COMPANY
80' RIGHT-OF-WAY
EAST 22ND STREET
+/- 60' PUBLIC RIGHT-OF-WAY
20' x 40' POOL
LIMITS OF OPEN SPACE
LONG TERM BICYCLE PARKING FOR SIX
6' LANDSCAPE BUFFER
NAD 83
North
SHEET
DESIGN BY: Andrew Bowman
CHECKED BY: Jeff Staub
DRAWING SCALE: 1"=20'
DATE: 4/5/2016
REV. DATE DESCRIPTION
210 EAST 22ND STREET
HUNTERSVILLE DISTRICT
CITY OF NORFOLK, VIRGINIA
SILVERCORE
LAND DEVELOPMENT CONSULTANTS


Location Map
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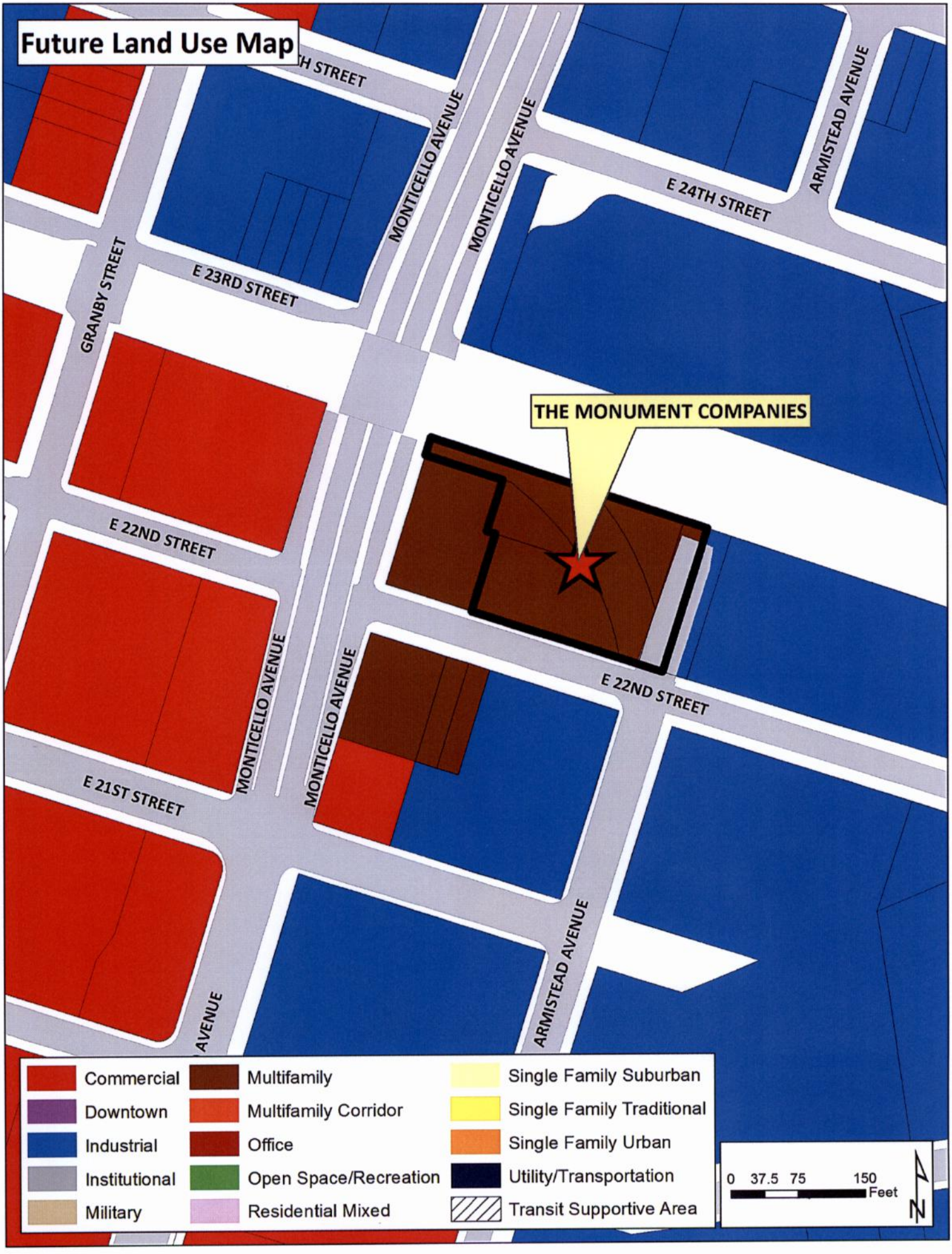
Future Land Use Map
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THE MONUMENT COMPANIES
E 22ND STREET
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MONTICELLO AVENUE
E 22ND STREET
E 21ST STREET
AVENUE
ARMISTEAD AVENUE
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily 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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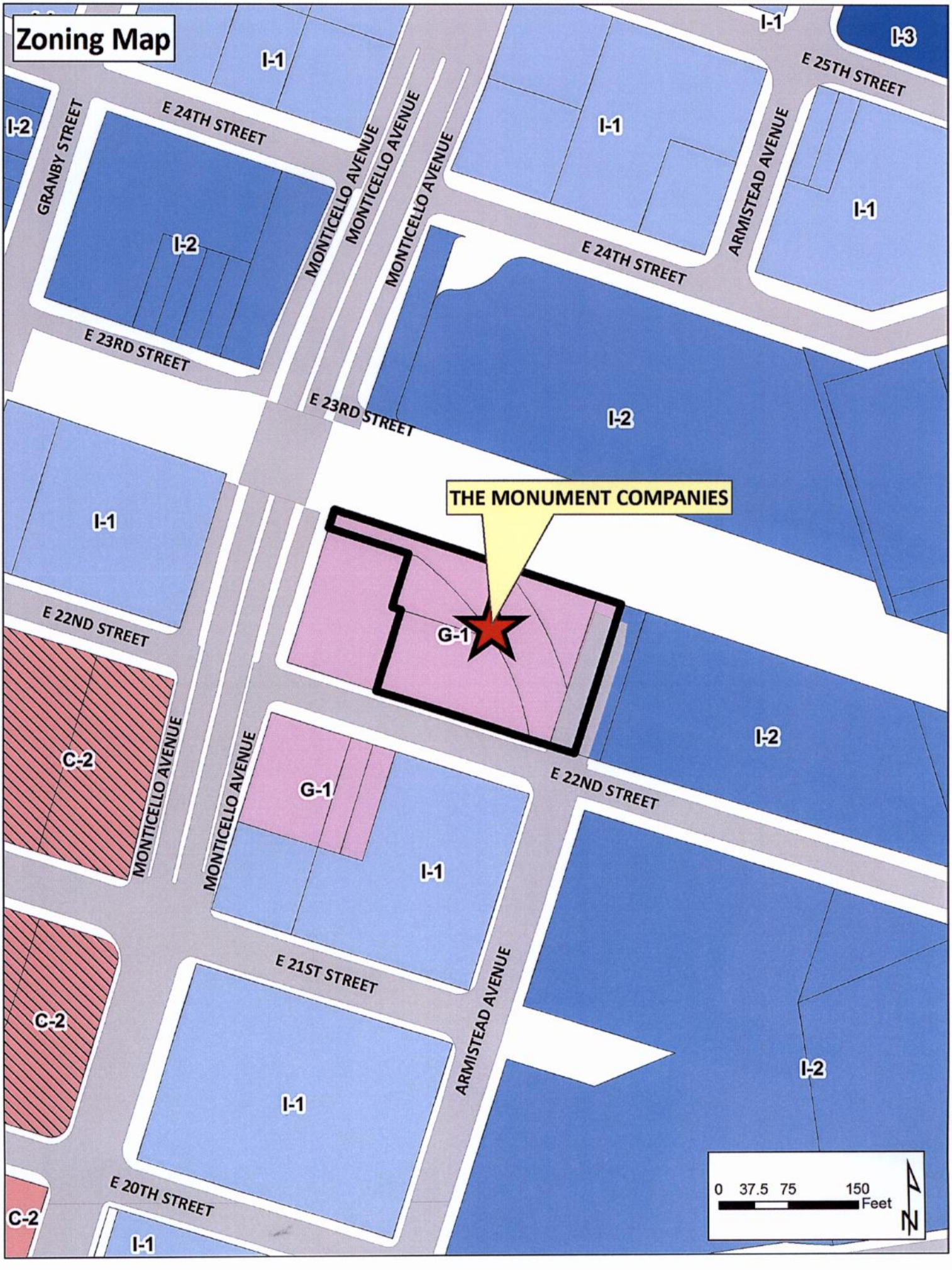
Zoning Map
I-1
I-2
I-3
C-2
G-1
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E 25TH STREET
E 23RD STREET
E 22ND STREET
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MONTICELLO AVENUE
ARMISTEAD AVENUE
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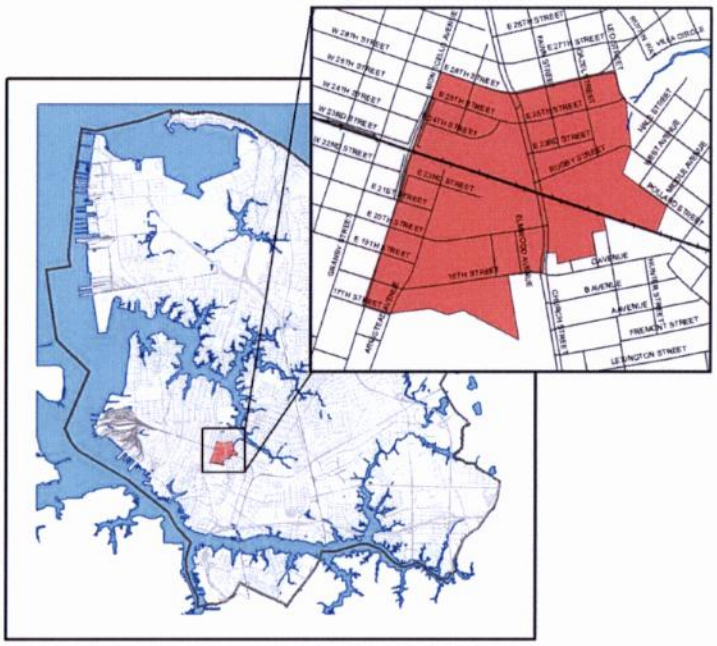
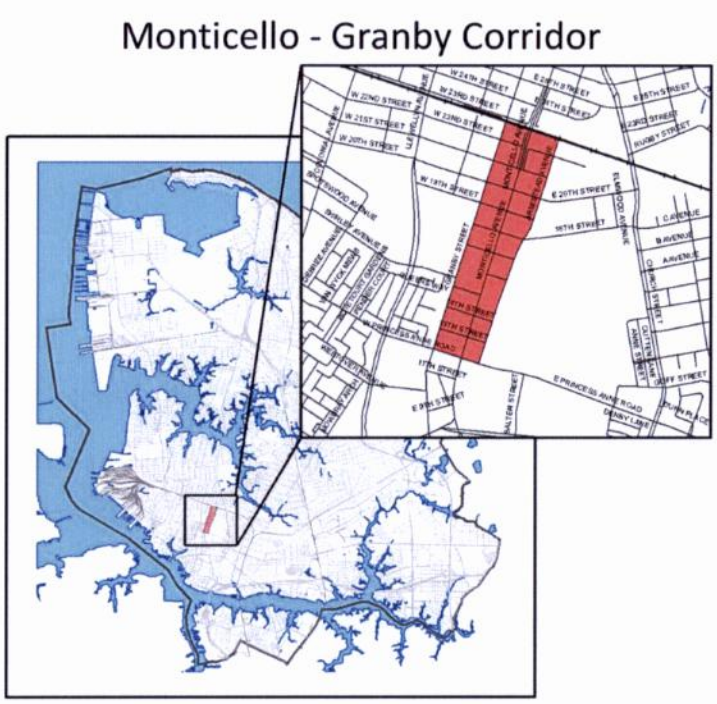
Action N5.1.16. Continue to implement the following actions for the Mid-Town Industrial Area.

- N5.1.16(a). Explore making Fawn and Gazel Streets two-way streets.
- N5.1.16(b). Market underutilized warehouse spaces for reuse.

Mid-Town Industrial Area



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: April 5, 2016

DESCRIPTION OF PROPERTY

Proposed Location of Property: Street Number) 210 (Street Name) E. 22nd St
Zoning Classification: G-1

Existing Use of Property: Vacant warehouse

Current Building Square Footage: 30,991 sf

Proposed Use: Residential Multi-Family (36 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) Atlas Flats, LLC (First) MI)

Mailing address of property owner (Street/P.O. box): 520 W 21st St, Suite G2-110

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

Daytime telephone number of owner (757)615.4615 _

E-mail address of property owner: andy@rockvilledevelopment.com

CIVIC LEAGUE INFORMATION

Civic League contact: Ted Enright, Ghent Business Association

Date(s) contacted: 04/04/2016. Will present at May 11th GBA Meeting

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 36 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.

(c) Location and adequacy of off-street parking and loading provisions, including the desirability of bicycle parking.
One vehicle parking space for each unit is required. Forty-four parking spaces for cars are proposed, which allows for one space per unit plus eight additional parking spaces. One bicycle parking space for every six units is required. We propose six bicycle parking spaces as shown on the site plan.

(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 lot area is 37,637 sf and the lot coverage is 11, 561 sf (31%; 80% allowed). We propose 8,263 sf (22%; 15% minimum required) of open space on the lot. A pool amenity for tenants as well as green space are proposed on the rear of the site.

(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: _____ **Sign:** Tom Dickey 04/06/2016
(Signature of Property Owner, or Authorized Agent of Property Owner) (Date)

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

April 4, 2016

Department of City Planning
810 Union Street, Room 508
Norfolk, Virginia 23510

City Surveyor
Division of Surveys
City of Norfolk
Room 750, City Hall Building
Norfolk, Virginia 23501

RE: 210 East 22nd Street

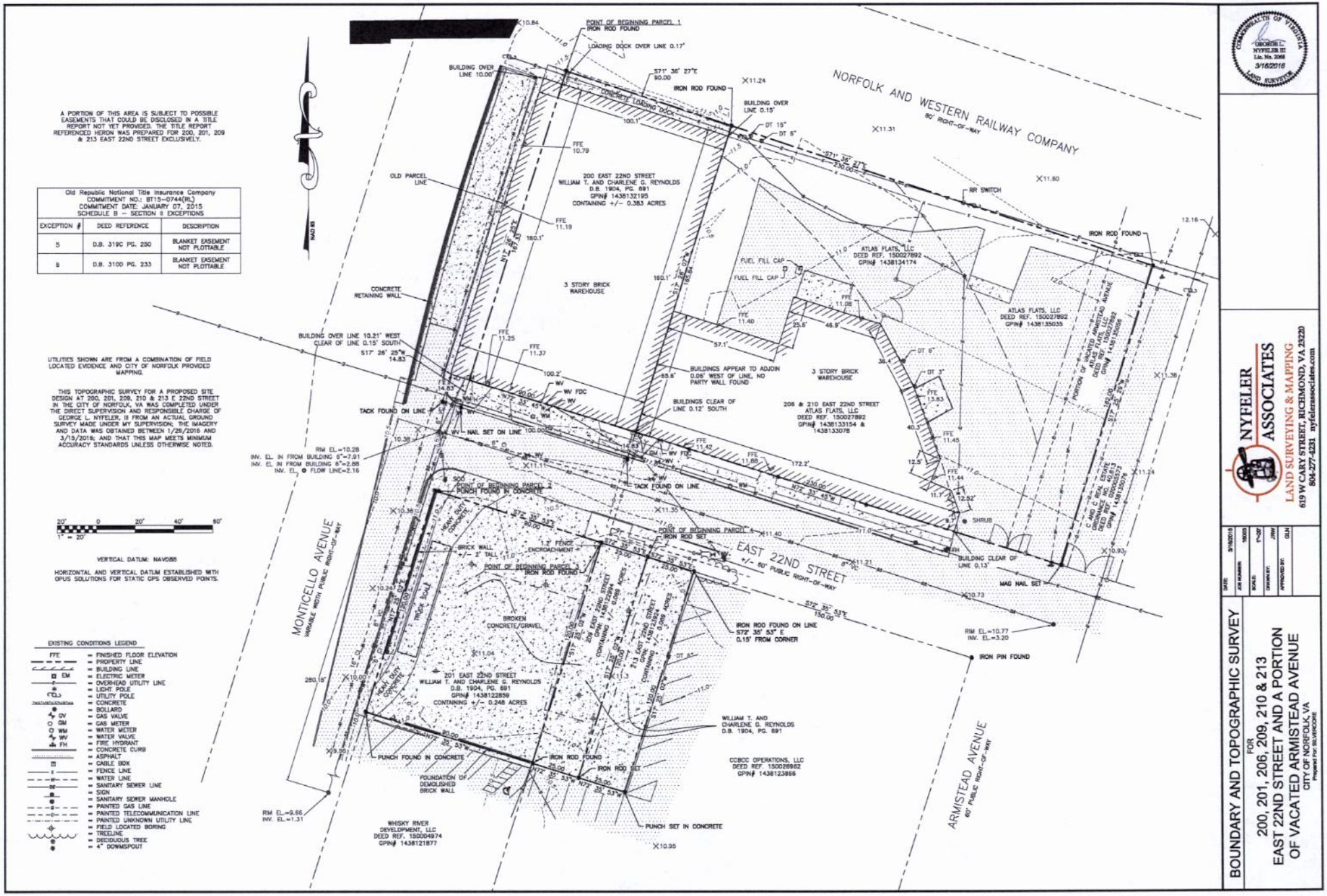
To Whom It May Concern:

Please accept this letter on our behalf (Owner of the below properties), to grant permission to The Monument Companies to file applications for the Granby Development Certificate and Site Plan Review and all other necessary submittals with the City of Norfolk for the properties listed below.

210 E. 22nd Street
Parcel 1: 1438133154 & 1438133078
206 E. 22nd Street
Parcel 2: 1438134174
W S Armistead Avenue
Parcel 3: 1438135035
N S E 22nd Street
Parcel 4: 1438135056

Sincerely,

Andy McCullough
Owner, Atlas Flats, LLC



COMMONWEALTH OF VIRGINIA
GEORGE L. NYFELER III
Lic. No. 2068
3/16/2016
LAND SURVEYOR

NYFELER ASSOCIATES
LAND SURVEYING & MAPPING
619 W CARY STREET, RICHMOND, VA 23220
804-277-4231 nyfelerassociates.com

DATE: 3/16/2016
JOB NUMBER: 16005
SCALE: 1"=20'
DRAWN BY: JRM
APPROVED BY: GLN

BOUNDARY AND TOPOGRAPHIC SURVEY

FOR

200, 201, 206, 209, 210 & 213
EAST 22ND STREET AND A PORTION
OF VACATED ARMISTEAD AVENUE

CITY OF NORFOLK, VA

Prepared For: SILVERCORE

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, April 13, 2016 10:47 AM
To: 'ted@nusbauminsurance.com'
Cc: Riddick, Paul; Williams, Angelia M.; Wilson, Denise; Simons, Matthew
Subject: new Planning Commission application
Attachments: Monument Companies.pdf

Mr. Enright,

Attached please find the application to grant a Granby Development Certificate without waivers to permit a substantial renovation of an existing structure located at 210 East 22nd Street.

The item is tentatively scheduled for the May 26, 2016 Planning Commission public hearing.

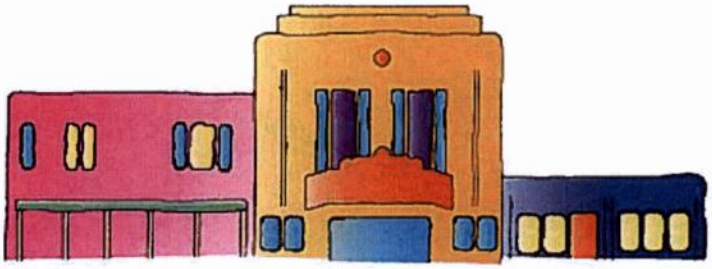
Staff contact: Matt Simons at (757) 664-4750, matthew.simons@norfolk.gov

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov



Ghent Business Association

May 24, 2016

City Council
City of Norfolk
City Hall
Norfolk, VA 23510

To whom it may concern,

The GBA would like to express its support for the project proposed for the address 210 E. 22nd Street by Monument Construction.

Sincerely,

Ted Enright
Corresponding Secretary
Development Committee Chairman
Ghent Business Association

P.O. Box 11571 • Norfolk, VA 23517

C: Dir., Department of City Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: Ordinance to approve and adopt a schedule of fees related to the cost of implementing and enforcing the Uniform Statewide Building Code

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

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-5**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Department of City Planning

III. **Description:**
This agenda item is an ordinance to adopt a new schedule of building permit fees as a component of the greater "Smart Permitting" effort.

IV. **Analysis**

- "Smart Processing" was introduced in 2013 to promote exceptional customer service by ensuring businesses and homeowners have a seamless experience while going through the City's development process.
- "Smart Permitting" is an important aspect of Smart Processing, with a focus on the Planning permitting processes.
    - The Go Live date for Norfolk's new online and cloud-based permitting system is July 5, 2016. This system will automate building permits, inspections, and code enforcement, support online applications and payments, and allow 24/7 access for viewing inspection status and tracking permits.
    - Full utilization of this new permitting system requires a restructuring of the building permit fee structure.
        - This remodeled building permit fee structure is straightforward and clear for residents and builders to understand, modern and process driven, shortened and better organized than the current fee schedule, and more efficient and user-friendly.

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

V. Financial Impact

The financial impact to the City will consist of similar revenue intake from building permits; the remodeled fee structure results in some fees increasing slightly, some fees decreasing slightly, and some fees remaining the same. This also applies to residents and builders, as they should not experience a notable deviation from the building permit costs they are accustomed to.

VI. Environmental

N/A

VII. Community Outreach/Notification

Coordination with the Tidewater Builders Association is ongoing in an effort to bring awareness to builders, developers, and contractors of the new fee structure. 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 City Attorney's Office and the Department of Budget and Strategic Planning.

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit A – Building Code Schedule of Fees

05/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: CW

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO APPROVE AND ADOPT A SCHEDULE OF FEES RELATED TO THE COST OF IMPLEMENTING AND ENFORCING THE UNIFORM STATEWIDE BUILDING CODE.

- - -

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

Section 1: That the "Building Code Schedule of Fees" attached hereto and marked as "Exhibit A," related to the cost of implementing and enforcing the Uniform Statewide Building Code and the adoption of which is authorized by said Code, is hereby approved.

Section 2:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENT:
Exhibit A (5 pages)

THE CITY OF NORFOLK
CITY PLANNING

Development Services Center
City of Norfolk

BUILDING CODE SCHEDULE OF FEES

ADMINISTRATIVE FEES

A. A 2% surcharge on all permits will be levied, as required by Section 36-137 of the Code of Virginia

B. A $5 technology fee will be added to all permits

C. An administrative fee of $150 shall be charged for work begun without a permit

D. Appeal to the Board of Building Code Appeals - $75

E. Re-inspection Fee - $50

F. Minimum Permit Fee (Building and PME only) - $50

G. Changes or corrections to the application or approved plans - $50

H. Certificate of occupancy or certificate of compliance - $50
When issued in connection with a building permit - **No charge**

I. Temporary C.O. for 30 days - $600
Plus **$600** for each additional 30 days, if granted

BUILDING PLAN REVIEW FEES

A. New Construction, Alterations, and Repairs
0 – 2500 Sq. Ft. - **$35**
2501 – 5000 Sq. Ft. - **$75**
5001 – Unlimited - **$100**

B. Fire Protection Systems (Includes all Fire Protection Systems & Alarms) - $75

C. Swimming pools, commercial fences, riprap, bulkheads, piers and similar accessory structures - $50
(includes Signs, Elevators, Communication Towers, Pump Stations, Vaults)

BUILDING PERMIT / INSPECTION FEES

A. Residential
i) New Construction (includes additions that increase the gross area of the existing structure) - **$0.15/square foot**

ii) Alterations/Repairs - **$100 (flat fee)**
iii) Accessory Structures - **$0.15/square foot**
B. Commercial/Other
New Construction (including additions), Alterations, and Repairs - **$0.16/square foot**
C. Demolition
Any building or structure - **$50 each**
D. New Hydraulic and Traction Elevators, Escalators
Acceptance Tests:
i) Hydraulic Elevators - **$250 per unit**
ii) Traction Elevators - **$350 per unit**
iii) Escalators/Moving Walkways - **$350 per unit**
iv) Miscellaneous Elevators (chair lifts, dumbwaiters, pneumatics, material lifts, etc.) - **$250 per unit**
E. Elevator Maintenance Inspections (Operational Permits)
i) Annual Elevator Inspections - **$80 per unit**
ii) 5-Year Elevator Inspections - **$100 per unit**
F. Fire Protection Systems (New/Existing Sprinkler Systems) - $100 per System or Alarm
G. Piers and Bulkheads
i) Residential bulkhead without tiebacks, and/or open pile pier up to 100 linear feet - **$50**
Each additional 100 linear feet or fraction thereof - **$50**
ii) Residential bulkhead with tiebacks, and riprap up to 100 linear feet - **$75**
Each additional 100 linear feet or fraction thereof - **$75**
iii) Commercial bulkhead and piers **$50 plus $1 per linear foot**
H. Porches and Decks
i) Uncovered, one story:
Up to 100 sq. ft. - **$50**
101 – 400 sq. ft. - **$100**
401 sq. ft. & above - **$125**
I. Re-roof and siding
i.) Residential - **No permit required**
ii.) Commercial - **$150 (flat fee)**
J. Signs
i) Any New Sign - **$80**
ii) Alteration or modification of a sign - **$50**
K. Swimming Pools – (Plumbing and Electrical Permits may also be required)
i) Above ground pool - **$50**

ii) In-ground pool - **$125**
iii) Pool barrier - **$50**
L. Tents (901 sq. ft. or greater and Other Temporary) - $50
M. Communication Tower - $50
N. Amusement Devices and Rides - $50 per ride/device inspection
O. Tower Cranes - $250
ELECTRICAL FEE SCHEDULE
A. Electrical Service
i) Single Phase or Three Phases:
0 - 200 AMP - **$50**
201 - 400 AMP - **$100**
401 - 600 AMP - **$150**
$25 for each additional 100 AMP up to 1000 AMP
$50 for each additional 100 AMP over 1000 AMP without limit
ii) For each piece of equipment and each circuit or feeder installed, extended, relocated, or repaired - **$3 per circuit up to 100 circuits, then $4 per circuit**
B. Miscellaneous
Pool grounding - **$50**
Temporary Release - **$50**
Temporary Electrical Construction Pole - **$50**
MECHANICAL FEE SCHEDULE
A. $40 each
Burner Replacement
Chiller
Cooling Tower/Water Tower
Grease Duct
Commercial Hoods
Condensate
Hydronic Piping (each zone)
Incinerator/Crematory
Prefab Gas Fireplace
Wood Stove, Fireplace Insert
Gas Logs
Replacement for Chimney or Vents

B. $20 each
Air Conditioning Equipment
Boiler
Combination Unit (gas, oil, electric)
Furnace
Heat Pump
Regulated Equipment not addressed
Space Heater
Replacement Water Heater
Gas Line
C. $10 each
Air Handler
Commercial Clothes Dryer
Kitchen Cooking Equipment
Refrigerator Equipment ($10 per compressor)
Kitchen Cooking Equipment
Dispenser (pump)
D. $5 each
Air Distribution System
Exhaust Duct System
Fan Exhaust
Make Up Air (Ventilation)
Fire/Smoke Dampers
Fueling Piping System (gasoline & oil)
Gas Light
Residential Hood/Duct
Residential Dryer
VAV Box
Ventilation Duct System
Medical Gas Piping
Residential Bath Fan ($5 each)
Residential Bathroom Exhaust Duct
PLUMBING FEE SCHEDULE
A. Plumbing Equipment/Fixtures - $7 per fixture or device
B. Plumbing Piping - $20 per Sewer/Service Line
C. Sewer Caps - $50 each
REFUNDS
A. Inspections Completed - Percentage of Refund Allowed

i) Building:
Foundation Inspection - **75%**
Framing Inspection - **25%**
ii) Electrical, Mechanical, Plumbing Rough-In - **40%**

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: **Special Exception for an Automobile Storage Yard**

Reviewed: _____ **Ward/Superward: 2/7**
Ronald H. Williams, Jr., Deputy City Manager

Approved: _____ **Item Number: R-6**
Marcus D. Jones, City Manager

I. **Staff Recommendation: Approval.**

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

III. **Request:** Special Exception for an indoor automobile storage yard.

IV. **Applicant: Work Program Architects**

V. **Description:**
- The site is located on the south side of West 24th Street and east of Colonial Avenue.
- The owner of the property proposes to use the existing warehouse for indoor, long term storage of automobiles.
- No auto repair is permitted on site.
- All vehicles are to be stored inside the building.

VI. **Historic Resources Impacts:**
The building is located within the Norfolk and Western Railroad state and federal historic district and is contributing.

VII. **Public Schools Impacts:**
This site is located in the James Monroe Elementary, the Blair Middle School and Maury School zones.

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

Attachments:
- Staff Report to CPC dated May 26, 2016 with attachments
- Letter of support
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: May 26, 2016
Executive Secretary: George M. Homewood, FAICP, CFM GS
Staff: Robert J. Tajan, AICP, CFM RJT

Staff Report	**Item No.** 7	
Address	**429 West 24th Street**	
Applicant	**Work Program Architects**	
Request	**Special Exception**	**Automobile Storage Yard**
Property Owner	Trevilian Landmark, LLC	
Site Characteristics	Site Area	10,493 sq. ft./0.24 Acres
	Zoning	**I-2 (Light Industrial Commercial)**
	Neighborhood	Park Place
	Character District	Traditional
Surrounding Area	North	I-2: auto repair
	East	I-2: auto repair
	South	Rail Road right of way
	West	C-2 (Corridor Commercial): Norfolk Chophouse (vacant)

A. Summary of Request

- The site is located on the south side of West 24th Street and east of Colonial Avenue.
- The request would allow the existing warehouse to be used for indoor, long term storage of automobiles.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The site is currently developed with a vacant warehouse.
- The applicant proposes to rehabilitate the existing warehouse for the use of a secure indoor automobile storage yard.
- The site will be open to the public by appointment only.
- No cars will be stored or parked outside of the building and no repair will occur on the site.
- A special exception is required for any indoor or outdoor automobile storage yard.

ii. Parking

- The site is located in the Traditional Character District which requires:
  - One parking space per 500 square feet of office area (one space).
  - In total, one parking space is required and 43 are provided inside the building.

iii. Flood Zone

- The property is in an X (Low to Moderate) Flood Zone which is not a special flood hazard zone.

D. Transportation Impacts

The change of the use from warehouse to indoor automobile storage yard would not generate any additional vehicle trips per day.

E. Historic Context and Impacts

The site is located within the Norfolk and Western Railroad state and federal historic district and the building is a contributing structure.

F. Public School Impacts

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

G. Impact on the Environment

The proposed conditions will require the applicant to complete the sidewalk in front of the property on West 24th Street.

H. Impact on Surrounding Area/Site

- The site is surrounded by commercial and industrial uses with existing automobile repair establishments being located to the North and East.
- The use of the warehouse as an indoor automobile storage yard would not have a negative impact on the surrounding land uses.

I. Payment of Taxes

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

J. Civic League

- A letter was sent to the Park Place Civic League on April 13.
- A letter of support was received from the Park Place Civic League.

K. Communication Outreach/Notification

- Legal notice was posted on the property on April 19.
- Letters were mailed to all property owners within 300 feet of the property on May 13.
- Legal notification was placed in *The Virginian-Pilot* on May 12 and May 19.

L. Recommendation

Staff recommends that the special exception for automobile storage yard be **approved** subject to the following conditions:

(a) All vehicles shall be parked or stored inside the building.

(b) No automobile repair or service shall be permitted on the site.

(c) The storage of the vehicles shall be done in a manner that does not allow for the leakage or discharge of oil or other contaminants into the City sewer or stormwater system.

(d) A sidewalk shall be installed along the property fronting West 24th Street.

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

(f) There shall be no storage of wrecked vehicles in the building or on the property.

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

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

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

(j) No business license shall be approved prior to the completion of condition (d).

Attachments
Zoning Map
Location Map
Application
Letter to Park Place Civic League
Letter of Support – Park Place Civic League

Proponents and Opponents

Proponents

Peter Johnston – Work Program Architects (Applicant)
208 East Plume Street, Suite 2
Norfolk, VA 23510

Opponents

None

5/24/2016 lds

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF AN AUTOMOBILE STORAGE YARD FOR "DAC WAREHOUSING, LLC" ON PROPERTY LOCATED AT 429 WEST 24TH STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the operation of an Automobile Storage Yard for "DAC Warehousing, LLC" on property located at 429 West 24th Street. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 50 feet, more or less, along the southern line of West 24th Street beginning 100 feet, more or less, from the eastern line of Colonial Avenue and extending eastwardly; property also fronts 50 feet, more or less, along the northern line of West 23rd Street; premises numbered 429 West 24th Street.

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

(a) All vehicles shall be parked or stored inside the building.

(b) No automobile repair or service shall be permitted on the site.

(c) All vehicles shall be stored in a manner that prevents the leakage or discharge of oil or other contaminants into the City sewer or stormwater system.

(d) A sidewalk shall be installed along the property fronting West 24th Street.

(e) The use of temporary signs shall comply with

Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended). The use of feather signs, flag signs, and pennants is expressly prohibited.

(f) There shall be no storage of wrecked vehicles in the building or on the property.

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

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

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

(j) No automobile associated with this facility shall be parked in any public right-of-way.

(k) No business license shall be issued for any business on the property until condition (d), above, has been complied with in its entirety.

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

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

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

(c) The proposed use and development will not have an

adverse effect upon the character of the area or the public health, safety and general welfare. Conditions may be applied to the proposed use and development, as specified in section 25-8 below, to mitigate potential adverse impacts;

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

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

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

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

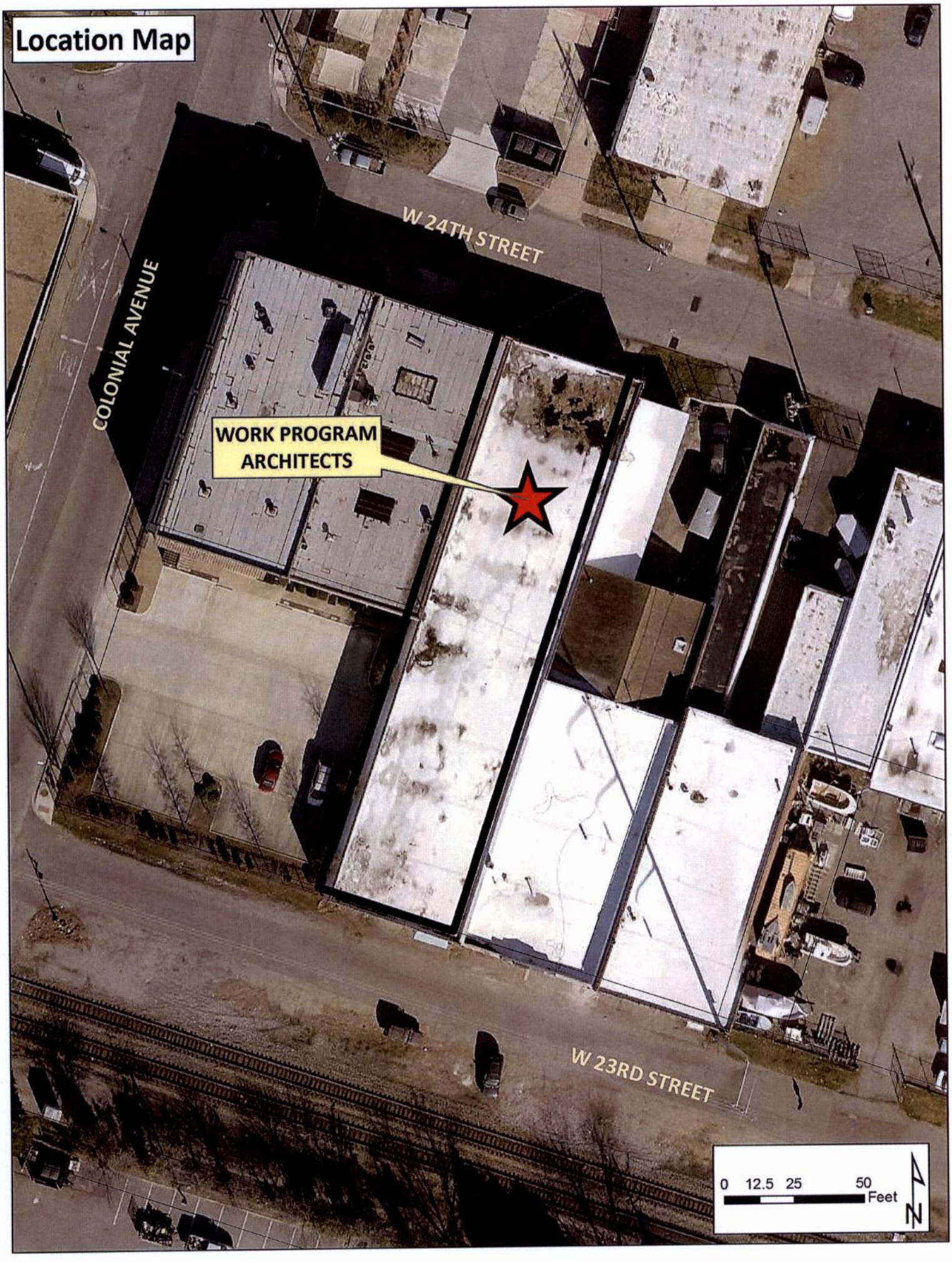
(h) The proposed use and development will not cause substantial air, water, soil or noise pollution or other types of pollution which cannot be mitigated;

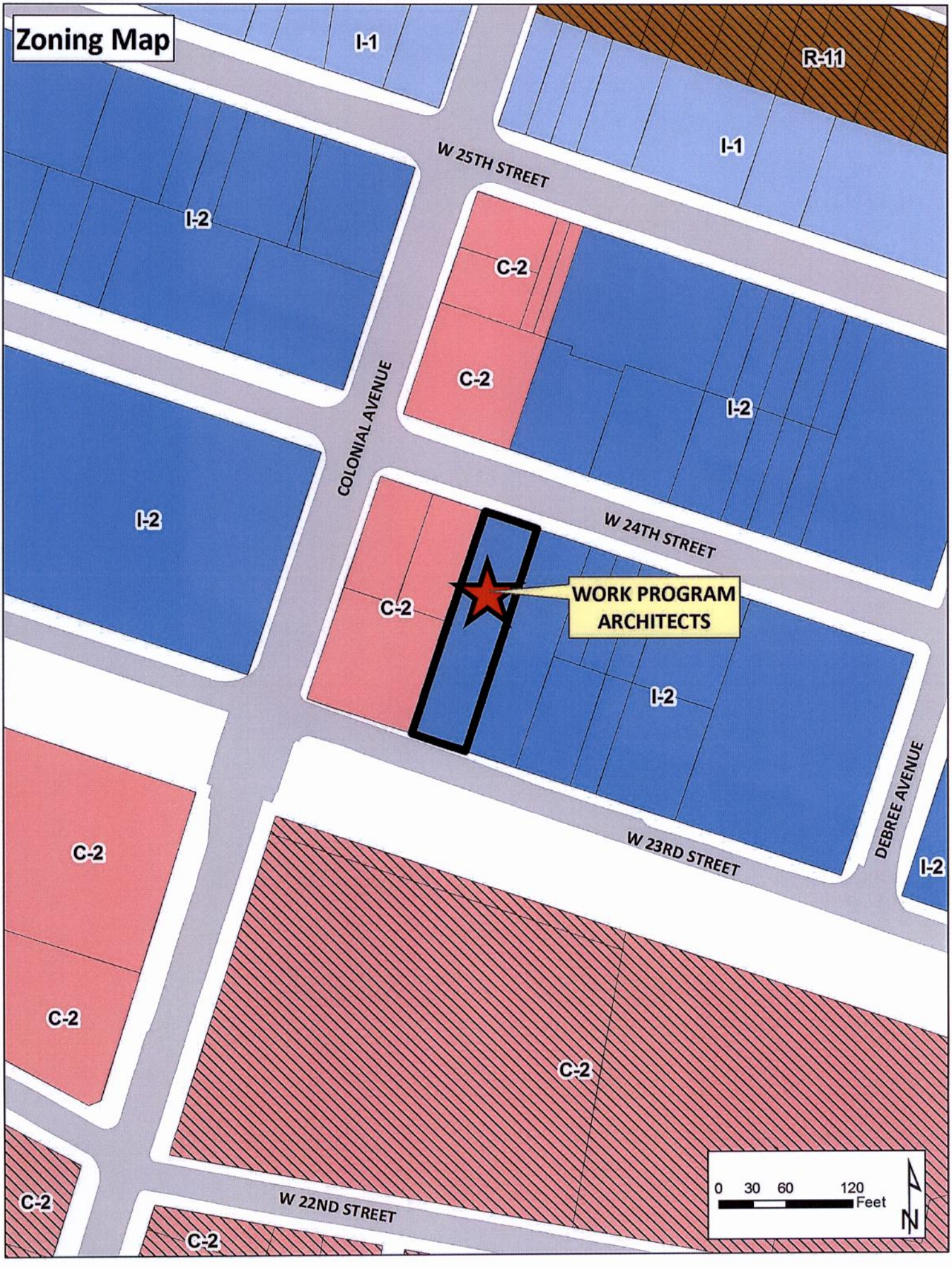
(i) The proposed use and development will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special exception uses of all types on the immediate neighborhood and the effect of the proposed type of special exception use on the city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

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

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

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


Location Map
W 24TH STREET
COLONIAL AVENUE
WORK PROGRAM
ARCHITECTS
W 23RD STREET
0 12.5 25 50
Feet
N


Zoning Map
I-1
R-11
I-1
W 25TH STREET
I-2
C-2
C-2
I-2
COLONIAL AVENUE
I-2
W 24TH STREET
C-2
WORK PROGRAM
ARCHITECTS
I-2
DEBREE AVENUE
W 23RD STREET
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C-2
W 22ND STREET
C-2
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Feet
N

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Automobile Storage Yard in I-2 Zone

Date of application: 4-14-2016

DESCRIPTION OF PROPERTY

Property location: (Street Number) 429 (Street Name) West 24th Street

Existing Use of Property Warehouse

Current Building Square Footage 10,500

Proposed Use

Long term storage of collector automobiles in controlled environment. Open by appointment only to store and retrieve automobiles.

Proposed Square Footage 10,500

Proposed Hours of Operation:

Weekday	From	N/A	To	—
Friday	From	—	To	—
Saturday	From	—	To	—
Sunday	From	—	To	—

BY APPOINTMENT ONLY

Trade Name of Business (If applicable) DAC Warehousing, LLC

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

APPLICANT

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

1. Name of applicant: (Last) Johnston (First) Peter (MI) M

Mailing address of applicant (Street/P.O. Box): 208 E. Plume St., Suite 2

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

Daytime telephone number of applicant (757) 227-5310 Fax ( )

E-mail address of applicant: peter@wparch.com

AUTHORIZED AGENT (if applicable)

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

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

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

(City) (State) (Zip Code)

Daytime telephone number of applicant ( ) Fax ( )

E-mail address of applicant:

PROPERTY OWNER

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

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

Mailing address of property owner (Street/P.O. box): 2349 Haversham Close

(City) Virginia Beach (State) VA (Zip Code) 23454

Daytime telephone number of owner (757) 553-2718 email: stevendandalides@hotmail.com

CIVIC LEAGUE INFORMATION

Civic League contact: Park Place - Rodney Jordan

Date(s) contacted: N/A

Ward/Super Ward information: Ward 2 / Superward 7

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

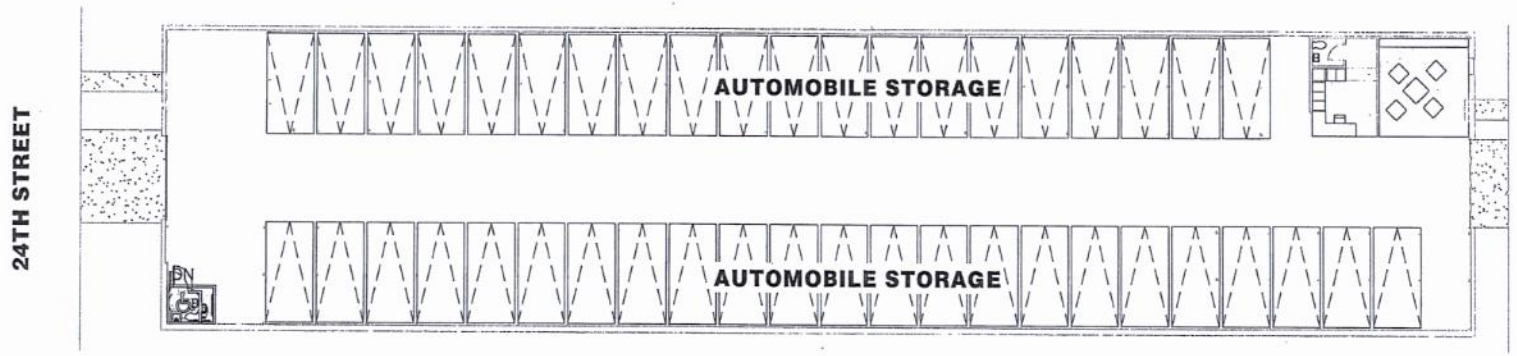
Print name: Steven M Dandalides **Sign:** _____ 4/ 14/ 2016
(Property Owner or Authorized Agent of Signature) (Date)

Print name: PETER JOHNSTON **Sign:** _____ 4/14/2016
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

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



1 A001 | A001 CONCEPTUAL SITE PLAN
1" = 20'-0"

WPA
WORK PROGRAM ARCHITECTS
757.227.5310

COMMONWEALTH OF VIRGINIA
MARVIN E. PRICE
Lic No. 018330
ARCHITECT

24TH STREET WAREHOUSE

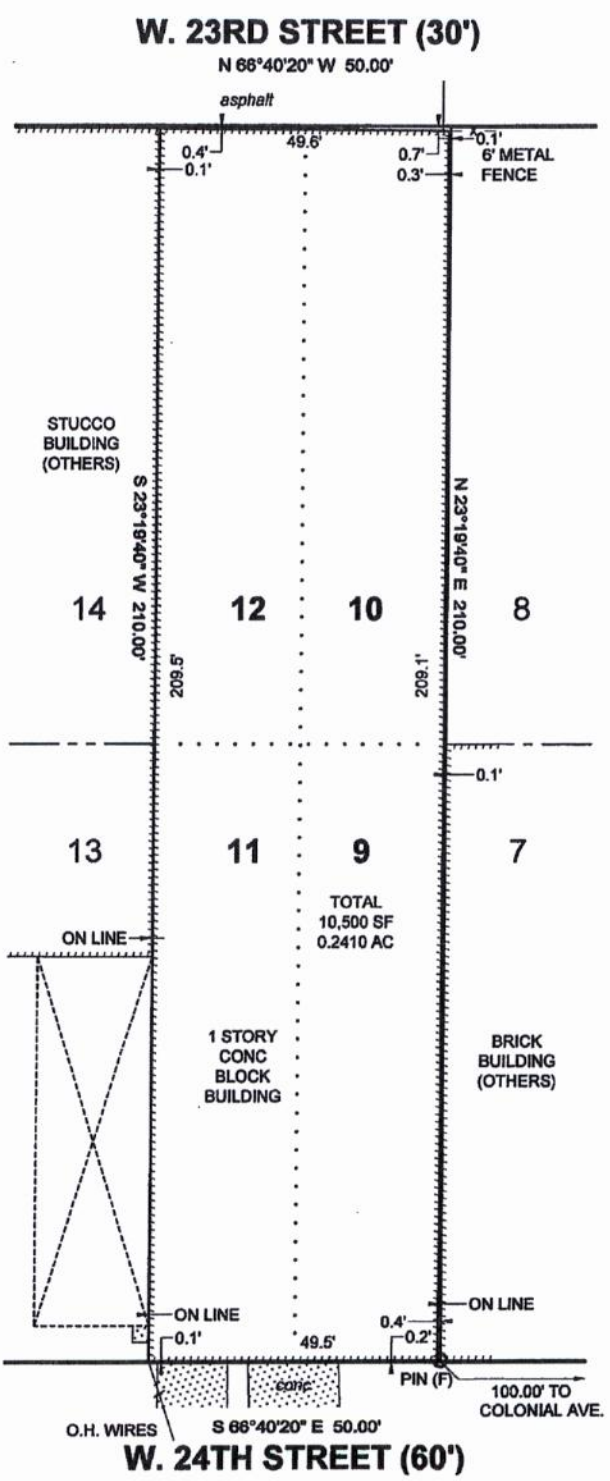
429 W. 24TH STREET, NORFOLK, VA 23517

Project #
1606
Date
4.14.2016

CONCEPTUAL SITE PLAN

A001

1. THIS IS TO CERTIFY THAT I, ON JULY 17, 2015, SURVEYED THE PROPERTY SHOWN ON THIS PLAT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE ONLY EASEMENTS APPEARING ON THIS SURVEY ARE THOSE WHICH WERE SHOWN ON THE RECORDED SUBDIVISION PLAT UNLESS OTHERWISE NOTED.
2. THIS PROPERTY APPEARS TO FALL IN FLOOD ZONE(S) X AS SHOWN ON THE N.F.I.P. MAP FOR THE CITY OF NORFOLK, MAP/PANEL 510104-0130G, DATED DECEMBER 16, 2014. BASE FLOOD ELEVATION: N/A FINISHED FLOOR ELEVATION: N/A



COMMONWEALTH OF VIRGINIA
DENNIS TAFLAMBAS
Lic. No. 002189
7-17-15
LAND SURVEYOR

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

PHYSICAL SURVEY OF

LOTS 9-12, BLOCK 59
PARK PLACE

NORFOLK, VIRGINIA M.B.3 P.96-97 (CHESAPEAKE)

FOR: **TREVILIAN LANDMARK, LLC.**

DRAWN	MTW	SCALE	1" = 25'
CHECK	DT	JOB	10256
DATE	7-17-15	REVISED	-
FIELD BOOK	147/57	SHEET	1 OF 1

Tajan, Robert

From: Straley, Matthew
Sent: Monday, April 18, 2016 8:46 AM
To: 'fjkriston@gmail.com'; 'mwsalaam@yahoo.com'
Cc: Whibley, Terry; Williams, Angelia M.; Wilson, Denise; Tajan, Robert
Subject: new Planning Commission application
Attachments: WPA_AutoStorage.pdf

Mr. Kriston and Mr. Fareed,

Attached please find the application for a special exception to operate an automobile storage yard at 429 W. 24th Street.

The item is tentatively scheduled for the May 26, 2016 Planning Commission public hearing.

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

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

PARK PLACE

Park Place Civic League

606 west 25th street, Norfolk, VA 23508

May 10, 2016

Mr. George Homewood
Director
Department of Planning
City Hall Building
Norfolk, VA 23510

Re: Work Program Architects Zoning Request
429 W. 24th St.

Dear Mr. Homewood,

Mr. Peter Johnston appeared before the Park Place Civic League on May 2, 2016, and requested League support of his zoning request for a special exception to operate an auto storage facility at 429 W. 24th St. The Civic League voted in favor of the request. We look forward to the success of this new business and a positive relationship between CAC Warehouse and the Park Place neighborhood.

Please feel free to contact me should additional information be required.

Respectfully Submitted,

Frank Kriston, President
Park Place Civic League

Cc: Dr. Theresa Whibley, City Council

City of NORFOLK

C: Director, Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: **Special Exception for a Commercial Drive-Through at 7600-7620 Hampton Boulevard**

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

Ward/Superward: 1/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-7

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

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

III. **Request:** Special Exception for a Commercial Drive-Through.

IV. **Applicant:** **Starbucks**

V. **Description:**
- The proposal is to redevelop the site with a new building and a commercial drive-through.
- The proposed structure is pulled up to the right-of-way lines along Hampton Boulevard and W. Little Creek Road, framing the intersection and creating a pedestrian-friendly corner at the western gateway to W. Little Creek Road.
- The site layout as proposed is consistent with the intent of the Wards Corner Plan by offering a pedestrian-friendly gateway to the south and east, which should encourage a similar building form and eventual completion of the gateway when redevelopment occurs at the northeast intersection.

VI. **Historic Resources Impacts**
The site is not located within a federal, state, or local historic district.

VII. **Public Schools Impacts**
This site is located within the Sewells Point Elementary School, Blair Middle School and Maury High School attendance zones.

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

Attachments:
- Proponents and Opponents
- Staff Report to CPC dated May 26, 2016 with attachments
- Letter of support
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

City Planning Commission: May 26, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Staff: Matthew Simons, AICP, CZA, CFM

Staff Report	Item No. 11	
Address	7600-7620 Hampton Boulevard	
Applicant	Starbucks	
Request	Special Exception	Commercial Drive-Through
Property Owner	Fris Chkn, LLC	
Site Characteristics	Site/Building Area	27,870 sq. ft./1,470 sq. ft.
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial)
	Neighborhood	Meadowbrook
	Character District	Suburban
Surrounding Area	North	C-2 & R-14 (High Density Multi-Family): Popeye's and Norfolk Fire-Rescue Firehouse 12
	East	OSP (Open Space Preservation): proposed location of new fire station
	South	R-11 (Moderate Density Multi-Family): single-family and duplex homes; R-12 (Medium Density Multi-Family): apartments
	West	R-11, OSP & R-6 (Single-Family): single-family and duplex homes and open space

A. Summary of Request

- The site is located at the southeast corner of Hampton Boulevard and W. Little Creek Road, and along the west side of Baylor Place, on the western edge of the Meadowbrook neighborhood.
- The proposal is to redevelop the site with a new building and a commercial drive-through.

B. Plan Consistency

- The proposed special exception is consistent with *plaNorfolk2030*, which designates this site as Commercial.
- The *Greater Wards Corner Comprehensive Plan* (Wards Corner Plan) identifies the intersection of Hampton Boulevard and W. Little Creek Road as being a gateway to the port and naval station to the north, a gateway to Old Dominion University to the south and a gateway to Wards Corner to the east.
  - The proposed structure is pulled up to the right-of-way lines along Hampton Boulevard and W. Little Creek Road, framing the intersection and creating a pedestrian-friendly corner at the western gateway to W. Little Creek Road.
  - The principal façade and entrance for the building is located along W. Little Creek Road, which includes a transparent façade at the sidewalk level.
  - The site layout as proposed is consistent with the intent of the Wards Corner Plan by offering a pedestrian-friendly gateway to the south and east, which should encourage a similar building form and eventual completion of the gateway when redevelopment occurs at the northeast intersection.

C. Zoning Analysis

i. <u>General</u>

- The applicant proposes to demolish the existing nonconforming structure on the site and construct a Starbucks with a commercial drive-through.
- A commercial drive-through is permitted in the C-2 district by special exception.
- A special exception is required for the drive-through because the existing nonconforming site improvements are being removed.
- The site is surrounded by a mix of commercial, residential and institutional uses nearby.
- Automobiles entering and exiting the drive-through would access the site from Baylor Place, which accommodates much safer ingress/egress to the site than the accesses currently located along Hampton Boulevard and W. Little Creek Road.
- The conceptual site plan submitted by the applicant and the attached conditions ensure compliance with the adopted general plan, Wards Corner Plan, as well as all *Zoning Ordinance* requirements for a commercial drive-through.

ii. Parking

- For an eating establishment of this size located within the Suburban Character District, the *Zoning Ordinance* requires that the 1,913 square foot establishment provide a minimum of 13 parking spaces and sufficient room to accommodate two bicycles.
  - The applicant proposes to provide 20 parking spaces and a bike rack to accommodate at least two bicycles.
  - The proposed number of parking spaces, based on the proposed square footage of the building, exceeds the parking maximum for commercial uses established in the *Zoning Ordinance*.
    - As part of Site Plan approval, the applicant will have the choice to either reduce the number of parking spaces provided, or to provide additional landscaping and stormwater improvements to offset the additional impervious parking proposed on the site.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that that this proposed restaurant with a drive through will generate 317 new vehicle trips per day by increasing the size of a restaurant with a drive-through on the site by 443 square feet.
- Neither Hampton Boulevard nor W. Little Creek Road adjacent to the site are identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit service with Hampton Roads Transit bus routes 2 (Hampton) and 21 (W. Little Creek) operating near the site.
- Both W. Little Creek Road and Baylor Place adjacent to the site are identified priority corridors in the City of Norfolk Bicycle and Pedestrian Strategic Plan.
  - New sidewalks are being provided along all road frontages by the applicant.
- All vehicular circulation elements necessary to facilitate the drive-through are designed to be internal to the site with no direct egress to public streets from the drive-through window.

E. Historic Resources Impacts

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

F. Public Schools Impacts

The site is located in the Sewells Point Elementary School, Blair Middle School and Maury High School attendance zones.

G. Environmental Impacts

- The construction of an eating establishment with a drive-through lane should not adversely impact the surrounding uses.

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

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

By requiring this use to conform to the conditions listed below, granting the special exception should not have a negative effect on the surrounding area.

J. Payment of Taxes

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

K. Civic League

Notices were sent to the Meadowbrook and Lochaven Civic Leagues on April 13.

L. Recommendation

Given that the site layout as proposed fosters the creation of a western gateway to W. Little Creek Road, and given that all ingress/egress to the site will be located along Baylor Place as opposed to the heavily traveled Hampton Boulevard and W. Little Creek Road, staff recommends **approval** of the special exception, subject to the following conditions:

(a) The site shall be generally designed in accordance with the conceptual site plan prepared by Blakeway, dated May 24, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(b) There shall be no driveway access to or from the site along Hampton Boulevard or West Little Creek Road.

(c) The site shall be developed to reflect the general massing, materials, fenestration and design elements for the north, south, east and west side of the building as shown in the elevations entitled "Exterior Elevations," prepared by GPD Group, dated May 4, 2016, attached hereto and marked as "Exhibit B," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(d) No smoking shall be permitted anywhere in the outdoor dining area and signage to this effect shall be conspicuously posted.

(e) Landscaping shall be installed and maintained at the base of any freestanding sign in accordance with the provisions of section 16-6 of the *Zoning Ordinance of the City of Norfolk*, 1992 (as amended). The landscaping shall be maintained at all times.

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

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

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

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

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

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

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

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

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

(o) No business license shall be issued until conditions (a), (c), (e), (j) and (k) have all been implemented fully on the site.

Attachments

Location Map
Zoning Map
Application
Physical Survey
Conceptual Site Plan
Proposed Building Elevations
Notice to the Meadowbrook and Lochaven Civic Leagues
Letter of support

Proponents and Opponents

Proponents

Thomas Kleine – Representative, legal counsel
Troutman Sanders, LLP
222 Central Park Avenue, Suite 2000
Virginia Beach, VA 23462

Steve Blevins – Representative, civil engineer
770 Independence Circle
Virginia Beach, VA 23455

Wick Smith
934 Larchmont Crescent
Norfolk, VA 23508

Ed Kimple
1014 Magnolia Avenue
Norfolk, VA 23508

Opponents

None

05/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF A COMMERCIAL DRIVE-THROUGH FOR "STARBUCKS" ON PROPERTY LOCATED AT 7600 HAMPTON BOULEVARD.

- - -

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

Section 1:- That a Special Exception is hereby granted authorizing the operation of a Commercial Drive-Through for "Starbucks" on property located at 7600 Hampton Boulevard. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 120 feet, more or less, along the eastern line of Hampton Boulevard, 148 feet, more or less along the southern line of West Little Creek Road, and 238 feet, more or less, along the western line of Baylor Place; premises numbered 7600 Hampton Boulevard.

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

(a) The site shall be generally designed in accordance with the conceptual site plan prepared by Blakeway, dated May 24, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(b) There shall be no vehicular access to or from the site along either Hampton Boulevard or West Little Creek Road.

(c) The site shall be developed to reflect the general massing general architectural style, materials, and colors for the north, south, east and west sides of the building as shown in the elevations dated May 4, 2016, attached hereto and marked as "Exhibit B," subject to reasonable modifications as required to

accommodate the site layout shown in "Exhibit A" or as required by the City during the Site Plan Review and building permit plan review processes.

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

(e) Landscaping shall be installed and maintained at the base of any freestanding sign in accordance with the provisions of section 16-6 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

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

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

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

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

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

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

(l) During all hours of operation the establishment operator shall be responsible for maintaining the property, those portions of public rights-of-way improved by sidewalk, and those portions of any parking lot adjacent to and used by customers of

the premises regulated by the Special Exception so at to keep such areas free of litter and refuse.

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

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

(o) No business license shall be issued until conditions (a), (c), (e), (j) and (k) have all been implemented fully on the site.

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

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

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

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

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

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

refuse disposal, parks, libraries, and schools;

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

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

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

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

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

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

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

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

Exhibit A

AERIAL MAP

NOT TO SCALE

VICINITY MAP

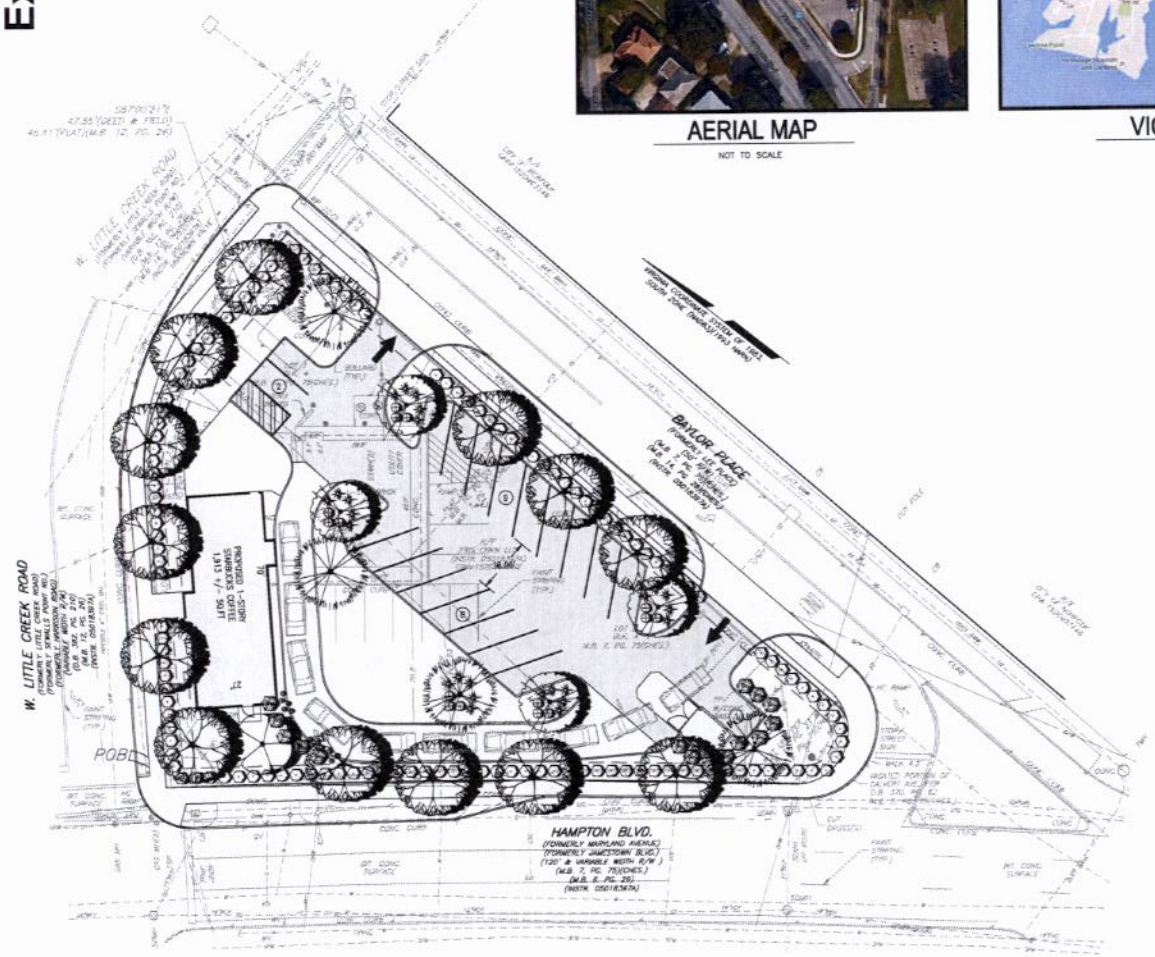
1" = 1000'

GENERAL NOTES

1. THE SITE IS DESIGNED IN ACCORDANCE WITH C-2 ZONING REQUIREMENTS OF THE CITY OF NORFOLK ZONING ORDINANCE.
2. THE SITE WILL REQUIRE A SPECIAL EXCEPTION PERMIT FOR A STARBUCK COFFEE.
3. BLAKEWAY ASSUMES BUT DOES NOT GUARANTEE THAT REQUIRED STORMWATER QUANTITY AND QUALITY IMPROVEMENTS WILL BE ACHIEVED WITH THE USE OF ONSITE STORMWATER DETENTION OR MANUFACTURED STORMWATER BMPS, AND THAT ADEQUATE STORMWATER INFRASTRUCTURE IS AVAILABLE WITHIN THE PUBLIC RIGHT OF WAY.

SITE ANALYSIS

PROPOSED PARCEL AREA:	25,663.74± sf 0.59± ac.
PROPOSED ZONING:	C-2
SETBACKS:	REQUIRED
FRONT:	0'
SIDE:	0'
SIDE(LEFT):	10'
REAR:	0'
PARKING:	
REQUIRED:	13 SPACES (1 PER 150)
PROVIDED:	20 SPACES



GRAPHIC SCALE

HAMPTON BLVD

HAMPTON BLVD

HAMPTON BLVD

HAMPTON BLVD

STARBUCKS COFFEE

BLAKEWAY
surveying + engineering + environmental
770 INDEPENDENCE CIR - VA BEACH, VIRGINIA 23455
P757 226 0081 - F757 226 8765
www.blakewaycorp.com

REV	DATE	DESCRIPTION

DATE ISSUED 05-24-16
DRAWN BY GF
REVIEWED BY SMB
DESIGNED BY GF

LOCATION: HAMPTON BLVD STARBUCKS

SHEET TITLE: CONCEPT PLAN

SITE ID:

SITE ADDRESS: 7600 HAMPTON BLVD NORFOLK, VA

SHEET NO. 1

SPEX PLAN

Exhibit B

2 NE ELEVATION

1 NW ELEVATION

GPD GROUP
Professional Corporation
520 S. MAIN ST.
SUITE 2531
AKRON, OH 44311
PHONE: 330.572.2100 FAX: 330.572.2101
Copyright: Glaus, Pyle, Schomer, Burns & DeHaven, Inc. (GPD)

REV.	DATE	DESCRIPTION
	5/4/18	PLANNING COMMISSION MEETING

NORFOLK STARBUCKS
7620 HAMPTON BOULEVARD
NORFOLK, VA 23505

EXTERIOR ELEVATIONS

	DATE
PERMIT	
BID	
CONSTRUCTION	
RECORD	
PROJECT MANAGER	DESIGNER

JOB NO.
2016379.01

SD-3

2 SW ELEVATION

4 CORNER PERSPECTIVE

3 CORNER PERSPECTIVE

1 SE ELEVATION

GPD GROUP
Professional Corporation
520 S. Main St.
Suite 2531
Akron, OH 44311
Phone: 330.572.2100 Fax: 330.572.2101
Copyright Glaus, Pyle, Schomer, Burns & DeHaven, Inc. (GPD)

REV.	DATE	DESCRIPTION
	5/9/16	PLANNING COMMISSION MEETING

NORFOLK STARBUCKS
7620 HAMPTON BOULEVARD
NORFOLK, VA 23505

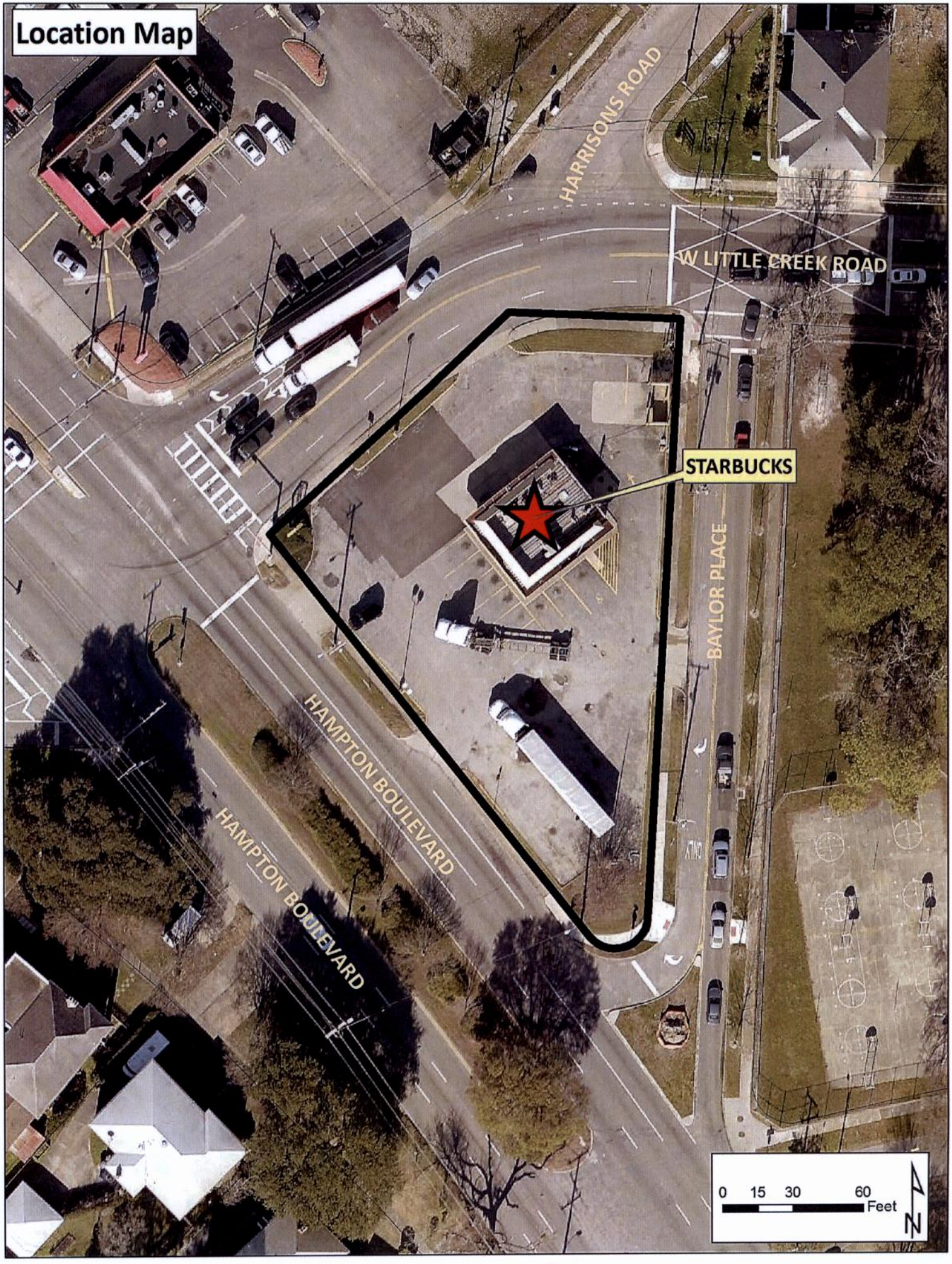
EXTERIOR ELEVATIONS

	DATE
PERMIT	
BID	
CONSTRUCTION	
RECORD	

PROJECT MANAGER	DESIGNER
BH	HR

JOB NO.
2016379.01

SD-2


Location Map
HARRISONS ROAD
W LITTLE CREEK ROAD
STARBUCKS
BAYLOR PLACE
HAMPTON BOULEVARD
HAMPTON BOULEVARD
0 15 30 60
Feet
N

Zoning Map
C-2
SWINK STREET
R-13
HARRISONS ROAD
C-2
R-14
W LITTLE CREEK ROAD
OSP
MAURY ARCH
W LITTLE CREEK ROAD
C-2
STARBUCKS
BAYLOR PLACE
OSP
GLENEAGLES ROAD
TROUVILLE AVENUE
R-6
R-11
R-12
R-5
HAMPTON BOULEVARD
R-6
MUIRFIELD ROAD
R-6
0 30 60 120
Feet
N

APPLICATION
SPECIAL EXCEPTION

Special Exception for: 7600 Hampton Blvd. Starbucks

Date of application: 04-11-2016

DESCRIPTION OF PROPERTY

Property location: (Street Number) 7600 (Street Name) Hampton Blvd.

Existing Use of Property Church's Chicken Restaurant with Drive-thru

Current Building Square Footage 1,470

Proposed Use

Starbucks Restaurant with Drive-thru

Proposed Square Footage 1,913

Proposed Hours of Operation:

Weekday	From	4:30am	To	11pm
Friday	From	11	To	11pm
Saturday	From	11	To	11pm
Sunday	From	11	To	11pm

Trade Name of Business (If applicable) Starbucks Coffee

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

APPLICANT

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

1. Name of applicant: (Last) Sunderland (First) Lisa (MI)

Mailing address of applicant (Street/P.O. Box): 2987 Clairmont Rd.

(City) Atlanta (State) GA (Zip Code) 30329

Daytime telephone number of applicant (970) 817-4279 Fax ( )

E-mail address of applicant:

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) Tucker (First) Larae (MI)

Mailing address of applicant (Street/P.O. Box): 1209 S. White Chapel Blvd.

(City) Southlake (State) TX (Zip Code) 76092

Daytime telephone number of applicant (214) 862-6570 Fax ( )

E-mail address of applicant: ltucker@verticalcm.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) Maurillo (First) Stephen (MI)

Mailing address of property owner (Street/P.O. box): 16767 N. Perimeter Dr., Suite 210

(City) Scottsdale (State) AZ (Zip Code) 85260

Daytime telephone number of owner (770) 512-3993 email: smaurillo@churchs.com

CIVIC LEAGUE INFORMATION

Civic League contact: Meadowbrooke / Harold Bell

Date(s) contacted:

Ward/Super Ward information:

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

Print name: STEPHEN MARELLO **Sign:** [signature] 4 / 11 / 16
(Property Owner or Authorized Agent of Signature) (Date)

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

ONLY NEEDED IF APPLICABLE:

Print name: LARAE TUCKER **Sign:** [signature] 4 / 11 / 16
(Authorized Agent Signature) (Date)

CIVIC LEAGUE INFORMATION

Civic League contact: Meadowbrooke / Harold Bell

Date(s) contacted:

Ward/Super Ward information:

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

Print name: Lisa Sunderland **Sign:** Lisa Sunderland 4/11/16
(Property Owner or Authorized Agent of Signature) (Date)

Representative for Starbucks

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

ONLY NEEDED IF APPLICABLE:

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

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, April 13, 2016 11:43 AM
To: 'meadowbrookcivicleague@gmail.com'; 'adam.c.tharp@gmail.com'
Cc: Protogyrou, Andrew; Winn, Barclay; Ransom, Carlton; Simons, Matthew
Subject: new Planning Commission application
Attachments: Starbucks_Hampton.pdf

Mr. Bell and Mr. Tharp,

Attached please find the application for a special exception to operate a commercial drive-through at 7600 Hampton Boulevard.

The item is tentatively scheduled for the May 26, 2016 Planning Commission public hearing.

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

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

Simons, Matthew

From: Adrienne Sullivan <sullivanfamilyof5@cox.net>
Sent: Wednesday, May 25, 2016 7:28 PM
To: Simons, Matthew
Subject: Support of Starbucks on Hampton Blvd

Good evening Mr. Simons,

I am a resident of the Larchmont neighborhood of Norfolk and would love to see at Starbucks open where the Church's Chicken used to be. I think this would benefit the area greatly.

Thank you for your consideration.

Best regards,
Adrienne Sullivan
1051 Cambridge Crescent
Norfolk, VA 23508

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: **Special Exception for a Commercial Drive-Through, ordinance granting a 21st Street Pedestrian Commercial Overlay Development Certificate (PCO-21st Street) and an ordinance to vacate a portion of a Building Line on the north side of W. 20th Street at 2000 Colonial Avenue, Suite 12 – Starbucks**

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-8

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

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

III. **Requests:**
   a. ***Special Exception –*** Commercial Drive-Through
   b. ***21st Street PCO Development Certificate***
   c. ***Building Line Vacation***

IV. **Applicant:** **Starbucks**

V. **Description:**
- The proposal is to redevelop a portion of the site in order to construct a new building with a commercial drive-through.
- The drive-through is completely internal to the site and thus complies with the PCO standards with no PCO waivers needed.
- Although the proposed location of a commercial drive-through within a PCO presents an additional design challenge, the proposed site layout will contain and screen the internal circulation of the proposed drive-through, as well as eliminate one of the driveway accesses to the site along W. 20th Street.
  - This may improve the overall safety of pedestrian movement to and from the site and along the adjacent sidewalks.

VI. **Historic Resources Impacts**
The site is not located within a federal, state, or local historic district.

VII. **Public Schools Impacts**

This site is located within the Taylor Elementary School, Blair Middle School and Maury High School attendance zones.

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

Attachments:

- Proponents and Opponents
- Staff Report to CPC dated May 26, 2016 with attachments
- Letters of support/opposition
- Ordinances

THE CITY OF NORFOLK
CITY PLANNING

City Planning Commission: May 26, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Staff: Matthew Simons, AICP, CZA, CFM

Staff Report	Item No. 10	
Address	2000 Colonial Avenue, Unit 12	
Applicant	Starbucks	
Requests	Special Exception	Commercial Drive-Through
	Development Certificate	For a new building within the Pedestrian Commercial Overlay District (PCO-21st)
Property Owner	Corner Shops, LLC	
Site Characteristics	Site/Building Area	58,536 sq. ft./1,800 sq. ft.
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial) & PCO-21st districts
	Neighborhood	Ghent
	Character District	Traditional
Surrounding Area	North	C-2 & PCO-21st: Wells Fargo bank,
	East	C-2 & PCO-21st: The Corner Shops (retail)
	South	C-2 & PCO-21st: Bank of America
	West	C-2 & PCO-21st: Sherwin-Williams Paints; R-14 (High Density Multi-Family): condos

A. Summary of Request

- The site is located on the northeast corner of Colonial Avenue and W. 20th Street within The Corner Shops.
- The proposal is to redevelop a portion of the site in order to construct a new building with a commercial drive-through.

B. Plan Consistency

- The proposed special exception and PCO Development Certificate are consistent with *plaNorfolk2030*, which designates this site as Commercial.
- Within the Creating and Maintaining Healthy and Vibrant Neighborhoods chapter of *plaNorfolk2030*, one of the neighborhoods goals reiterates the purpose statement of the PCO:
  - *PCO zoning districts encourage the location of specialty retail, entertainment, and restaurant uses in concentrations and to a scale that encourages pedestrian movement.*
- A drive-through facility within the PCO is generally unacceptable and should only be permitted if the site layout and building design maintain the intent of the PCO purpose statement.
  - The proposed building will be pulled to the right-of-way edge, with the primary entrance along Colonial Avenue, and the ground floor will consist of active uses that will be transparent along the sidewalk.
  - The drive-through will be oriented to the rear of the building and will be screened from the sidewalk along W. 20th Street with a brick wall and landscape hedge.
  - No new points of vehicular ingress/egress are being created, and one of the existing driveways will be eliminated to reduce the points of vehicular and pedestrian conflict.
  - All of the drive-through operations are internal to the site with no direct ingress/egress from adjacent streets to the drive-through.

C. Zoning Analysis

i. <u>General</u>

- The applicant proposes to demolish an existing nonconforming structure on the site and construct a Starbucks with a commercial drive-through.
- A commercial drive-through is permitted in the PCO-21st district by special exception.
  - The *Zoning Ordinance* states the purpose for requiring a special exception for certain uses as follows:
    - *Special exception uses are those uses having some potential impact or uniqueness which requires a careful review of their location, design, configuration and impacts to determine against fixed standards, the desirability of permitting their establishment on any given site.*

ii. Special Exception

- Automobiles entering and exiting the drive-through would use one of three existing driveways on Colonial Avenue, W. 21st Street or W. 20th Street.
- The conceptual site plan submitted by the applicant complies with *Zoning Ordinance* standards for a commercial drive-through.
- The attached conditions ensure compliance with the adopted general plan and all *Zoning Ordinance* requirements.

iii. PCO-21st Street Development Certificate – Development Standards

- The *Zoning Ordinance* states the purpose of the PCO-21st Street district is *to maintain and enhance the commercial vitality of the 21st Street business area, to expand on the existing nucleus and establish a concentration of pedestrian oriented commercial activities, to insure that new construction and property renovations are harmonious with the special pedestrian character and with the planned public improvements in the district, and to insure that required off-street parking reflects the pedestrian nature and unique development patterns of the district.*
- Building Location and Orientation:
  - The proposed structure is pulled to within five feet of the property line along the principal street, Colonial Avenue.
  - The principal façade and entrance for the building is located along Colonial Avenue.
  - The proposed development complies with the building location and orientation standards of the district.
- Façade Treatment:
  - The ground floor façade along Colonial Avenue is transparent and therefore no waiver is needed.
- Parking Location and Access:
  - Parking is located to the rear of the building, which complies with the PCO development standards.
- Signage:
  - All signage will conform to the PCO development standards.
- Landscaping and Buffering:
  - The landscaping includes a masonry wall 18 to 36 inches in height, to be located along the W. 20th Street property line in order to screen the drive-aisle and surface parking and define the edge of the pedestrian corridor; this conforms to the PCO-21st Street development standards as does the remainder of the proposed landscape treatment.
- Special regulations for drive-throughs within the PCO-21st Street district:
  - The *Zoning Ordinance* states that *access/egress shall be incorporated into permitted curb cuts for parking wherever feasible...impact of the drive-thru on traffic flow on the principal street shall be evaluated in determining whether the drive-three will be permitted.*
    - The drive-through is completely internal to the site and thus complies with the PCO standards.

- No new driveways will be added, and the westernmost driveway along W. 20th Street will be removed.

- The proposed use and development meets all *Zoning Ordinance* requirements with no waivers necessary.

iv. Parking

- The Corner Shops retail center consists of 10 tenants within 14 commercial suites.
- A parking analysis was performed to determine the parking availability within the center.
  - The current uses within the center, including the existing office building to be demolished, require 69 parking spaces; 56 spaces are currently provided.
    - 12,595 sq. ft. of office (1 space/250 sq. ft.)
    - 7,184 sq. ft. of specialty retail (1 space/666 sq. ft.)
    - 48-seat restaurant (1 space/6 seats)
  - The proposal would demolish a 5,000 sq. ft. office space (20 space parking demand) and replace it with a 1,800 sq. ft. coffee shop with 43 seats (7 space parking demand).
- By replacing the existing office building with a smaller one, the parking demand for the center will be reduced by 13 spaces, and the site will be able to accommodate two additional parking spaces than what is currently available on-site.
  - Following demolition of the existing office building and development of the Starbucks building, the shopping center would altogether require 56 parking spaces and 58 will be provided on-site.

v. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers (ITE) figures estimate that that this proposed restaurant with a drive through will generate 1,231 new vehicle trips per day.
- Based upon ITE data, the existing office use on this site would be expected to generate 58 weekday trips while the proposed restaurant would be expected to generate 1,289 trips on weekdays; which translates into an average of 645 vehicles per day entering and exiting the site.
- Experience indicates that majority of travel to the type of use proposed would will not be new trips on the surrounding streets; instead, motorists already traveling the corridors will likely stop in on their way to somewhere else.
- Colonial Avenue adjacent to the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- However, W. 21st Street near the site is identified as a severely congested corridor in the PM peak in the current update to regional Hampton Roads Congestion Management analysis.

- The site is near transit service with Hampton Roads Transit bus routes 4 (Church) and 11 (Colonial) operating near the site.
- Colonial Avenue, W. 20th Street and W. 21st Street adjacent to the site are not identified priority corridors in the City of Norfolk Bicycle and Pedestrian Strategic Plan.
- The applicant provided a trip generation, distribution and traffic capacity analysis as performed by Kristen Tynch, Professional Engineer and Transportation Manager at VHB Engineering.
    - Based on existing traffic volume, 20% of the projected traffic is assumed to come from the east on W. 21st Street, 15% from the west on W. 21st Street, 30% from the south on Colonial Avenue and 10% from the north on Colonial Avenue.
    - Both an AM peak (6:00-9:00 AM) and PM peak (3:00-6:00 PM) analysis of the level of service (LOS) was performed to determine the average change in delay per vehicle.
        - For the AM peak, the anticipated change in delay per vehicle is expected to average less than one second of extra delay per vehicle for both east and westbound traffic along W. 20th Street, and no delay for north and southbound traffic along Colonial Avenue.
        - For the PM peak, the anticipated change in delay per vehicle is expected to be less than two seconds of extra delay per vehicle for both east and westbound traffic along W. 20th Street, and no delay for north and southbound traffic along Colonial Avenue.

E. Historic Resources Impacts

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

F. Public Schools Impacts

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

G. Environmental Impacts

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

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

By requiring this use to conform to the conditions listed below, granting the special exception and development certificate should not have a negative effect on the surrounding area.

J. Payment of Taxes

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

K. Civic League

Letters were sent to the Ghent Neighborhood League and Ghent Business Association on March 13.

L. Recommendation

- Although the proposed location of a commercial drive-through within a PCO presents an additional design challenge, the proposed site layout will contain and screen the internal circulation of the proposed drive-through, as well as eliminate one of the driveway accesses to the site along W. 20th Street.
  - This may improve the overall safety of pedestrian movement to and from the site and along the adjacent sidewalks.
- All vehicular circulation elements necessary to facilitate the drive-through are designed to be internal to the site and self-contained with no direct egress from the drive-through window.
- Where the drive-through lane intersects an internal pedestrian crossing, the lane will include a painted stop bar with a stop sign and arrow; "Stop here for pedestrians," which includes a brick crosswalk designed to infer that priority of crossing yields to the pedestrian.
- The drive-through lane exists onto existing drive aisles within the Corner Shops; the points of egress for the shopping center are dispersed amongst three separate driveway aprons along three streets: Colonial Avenue, W. 20th Street and W. 21st Street.
- This will mitigate the impacts of a drive-through by dispersing the exiting traffic across three exit options, thus avoiding traffic choke points from forming.
- Staff recommends **approval** of the special exception and PCO-21st Street Development Certificate, subject to the following condition:

Special Exception Conditions – Commercial Drive-Through

(a) The site shall be generally designed in accordance with the conceptual site plan prepared by VHB, dated May 18, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(b) The site shall be developed to reflect the general massing, materials, fenestration and design elements for the north, south, east and west side of the building as shown in the elevations dated March 14, 2016, attached hereto and marked as "Exhibit B," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(c) All signage on the site shall conform to the material, size and placement standards depicted in the sign package, attached hereto, and marked as "Exhibit C," subject to any required revisions made during the Site Plan Review and building permit plan review processes.

(d) A brick or masonry wall, between 18 and 36 inches high, shall be installed along the West 22nd Street public rights-of-way, excluding pedestrian and vehicle ingress/egress access points and any easements or sight-distance triangles determined as conflicting with the placement of such wall as identified during the City's Site Plan Review Process. The brick or masonry wall shall include a contiguous landscape hedge at the base.

(e) No smoking shall be permitted anywhere in the outdoor dining area and signage to this effect shall be conspicuously posted.

(f) The existing trees in the right-of-way along Colonial Avenue shall be preserved and not removed.

(g) Landscaping shall be installed and maintained at the base of any freestanding sign in accordance with the provisions of section 16-6 of the *Zoning Ordinance of the City of Norfolk*, 1992 (as amended). The landscaping shall be maintained at all times.

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

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

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

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

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

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

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

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

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

(q) No business license shall be issued until conditions (a), (b), (c), (d), (g), (l) and (m) have all been implemented fully on the site.

PCO-21st Street Development Certificate

(a) The site shall be generally designed in accordance with the conceptual site plan prepared by VHB, dated May 18, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(b) The site shall be developed to reflect the general massing, materials, fenestration and design elements for the north, south, east and west side of the building as shown in the elevations dated March 14, 2016, attached hereto and marked as "Exhibit B," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(c) A brick or masonry wall, between 18 and 36 inches high, shall be installed along the West 22nd Street public rights-of-way, excluding pedestrian and vehicle ingress/egress access points and any easements or sight-distance triangles determined as conflicting with the placement of such wall as identified during the City's Site Plan Review Process. The brick or masonry wall shall include a contiguous landscape hedge at the base.

Attachments

Location Map
Zoning Map
1000' radii map of commercial drive-throughs
Applications
Conceptual Site Plan – Starbucks
Conceptual Site Plan – Corner Shops
Proposed Building Elevations
Proposed Sign Package
Engineered Traffic Study
Notice to the Ghent Neighborhood League and Ghent Business Association
Letter from the Ghent Neighborhood League
Letter from the Ghent Business Association and subsequent notice of pending revote
Letters of support – Ghent residents

Proponents and Opponents

Proponents Present at Public Hearing (39)

Jeff Cooper – Applicant/Property Owner
555 E. Main Street, Suite 1100
Norfolk, VA 23510

Kristen Tynch – Representative, engineer
VHB
4500 Main Street, Suite 400
Virginia Beach, VA 23462

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

Angel Chin
2000 Colonial Avenue, Suite 7
Norfolk, VA 23517

Billy King
999 Waterside Drive, Suite 1400
Norfolk, VA 23510

Margie Tekamp
327 Fairfax Avenue
Norfolk, VA 23507

Jack Plomgren
1611-B Colley Avenue
Norfolk, VA 23517

Larry Brett
517 Warren Crescent
Norfolk, VA 23507

Joe Vita
7315 Colony Point Road
Norfolk, VA 23505

Ed Kimple
1014 Magnolia Avenue
Norfolk, VA 23508

Dave McDonald
424 W. 21st Street
Norfolk, VA 23517

Mark Carrier
350 W. 22nd Street
Norfolk, VA 23517

Linwood Beckner
296 College Place
Norfolk, VA 23510

Jeffrey Brooke
1341 Botetourt Gardens
Norfolk, VA 23517

Joe Bushey
1009 Artesia Way
Virginia Beach, VA 23456

Robyn Muscara
738 W. 22nd Street, Suite 15
Norfolk, VA 23517

Edward Kaufman
530 Raleigh Avenue
Norfolk, VA 23507

Phillip Ecerlg
216 Warren Street, Unit 7
Norfolk, VA 23505

Rachael Spruill
1348 Bayonne Street
Norfolk, VA 23505

Camille Cooper
117 Buckingham Avenue
Norfolk, VA 23508

Leah Cooper
117 Buckingham Avenue
Norfolk, VA 23508

Allison Cooper
804 Botetourt Gardens
Norfolk, VA 23507

Cynthia Vasquez
555 E. Main Street
Norfolk, VA 23510

Andy Stein
999 Waterside Drive, Suite 1400
Norfolk, VA 23510

Warren Tisdale
440 Monticello Avenue, Suite 2200
Norfolk, VA 23510

Wick Smith
934 Larchmont Crescent
Norfolk, VA 23508

Denbeigh Marchant
226 58th Street
Virginia Beach, VA 23451

Raymond Hicks
605 Pinewood Drive
Virginia Beach, VA 23451

Mary Yelinek
222 Central Park Drive, Suite 1820
Virginia Beach, VA 23462

Charles M. Cooper
7339 Barberry Lane
Norfolk, VA 23505

John Cooper
117 Buckingham Avenue
Norfolk, VA 23508

Erik Cooper
414 Brackenridge Avenue
Norfolk, VA 23505

Jon Pavilack
1141 Cedar Point Drive
Virginia Beach, VA 23451

Linda Staetling
555 E. Main Street, Suite 1100
Norfolk, VA 23510

Bob King
1432 Graydon Place
Norfolk, VA 23507

Hugh Tierney
731 9th Street
Virginia Beach, VA 23451

Jeff Parker
5310 Rolfe Avenue
Norfolk, VA 23508

Lindsey Bilisoly
1435 W. Princess Anne Road
Norfolk, VA 23507

David Chase
1515 Trouville Avenue
Norfolk, VA 23505

Opponents Present at Public Hearing (3)

Richard Levin
610 Pembroke Avenue
Norfolk, VA 23507

Emily R. Birknes
212 Colonial Avenue
Norfolk, VA 23507

Norma Dorey
710 W. 21st Street
Norfolk, VA 23517

05/25/2016 lds

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved: M.S.

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF A COMMERCIAL DRIVE-THROUGH FOR "STARBUCKS" ON PROPERTY LOCATED AT 2000 COLONIAL AVENUE, UNIT 12.

- - -

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

Section 1:- That a Special Exception is hereby granted authorizing the operation of a Commercial Drive-Through for "Starbucks" on property located at 2000 Colonial Avenue, unit 12. The property which is the subject of this Special Exception is more fully described as follows:

Property fronts 226 feet, more or less, along the eastern line of Colonial Avenue, 287 feet, more or less, along the northern line of West 20th Street, and 235 feet, more or less, along the southern line of West 21st Street; premises numbered 2000 Colonial Avenue, unit 12.

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

(a) The site shall be generally designed in accordance with the conceptual site plan prepared by VHB, dated May 18, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(b) The site shall be developed to reflect the general massing, materials, fenestration and design elements for the north, south, east and west side of the building as shown in the elevations dated March 14, 2016, attached hereto and marked as "Exhibit B," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(c) All signage on the site shall conform to the material, size and placement standards depicted in the sign package, attached hereto, and marked as "Exhibit C," subject to any required revisions made during the Site Plan Review and building permit plan review processes.

(d) A brick or masonry wall, between 18 and 36 inches high, shall be installed along the West 20th Street right-of-way, excluding pedestrian and vehicle ingress/egress access points and any easements or sight-distance triangles determined as conflicting with the placement of such wall as identified during the City's Site Plan Review process. The brick or masonry wall shall include a contiguous landscape hedge at the base.

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

(f) The existing trees in the right-of-way along Colonial Avenue shall be preserved and not removed.

(g) Landscaping shall be installed and maintained at the base of any freestanding sign in accordance with the provisions of section 16-6 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

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

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

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

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

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

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

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

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

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

(q) No business license shall be issued until conditions (a), (b), (c), (d), (g), (l) and (m) have all been implemented fully on the site.

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

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

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

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

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

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

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

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

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

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

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

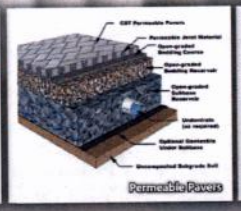
(k) No application for a special exception shall be recommended or granted until any and all delinquent real estate taxes owed to the City of Norfolk on

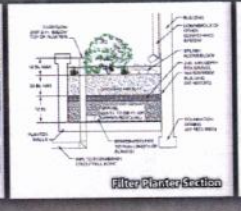
the subject property have been paid.

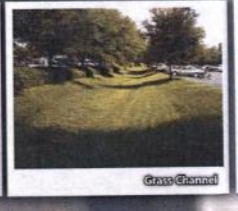
Section 4:- That this ordinance shall be in effect from the date of its adoption.

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

Exhibit A







5' Maximum Building Setback along Colonial Avenue per 21st Street PCO District

Pedestrian Crossing

STOP HERE FOR PEDESTRIANS
R1-5c

STOP
DRIVE THRU

STARBUCKS COFFEE

Colonial Avenue

DRIVE THRU

N

LEGEND

- (A) Permeable Paver Outdoor Plaza/Seating Area
- (B) Permeable Paver Entrance
- (C) Existing Street Trees
- (D) Bike Rack
- (E) EcoDog Fountain
- (F) Planting Area
- (G) Lawn
- (H) Filter Planter
- (I) Menu Board & Order Speaker
- (J) 54" High Hedgerow
- (K) Brick Wall
- (L) Grass Channel
- (M) Drive-Thru Directional Signage
- (N) Existing Shops

5' Side Yard Setback

Property Line

W 20th Street

© Harris Corp, Earthstar Geographics LLC Earthstar Geographics SIO
© 2015 Microsoft Corporation.

vhb

PROJECT NUMBER: 33845.02
FILE PATH: \\vabedata\projects\33845.02 DesignGhentStarbucks\graphics\BOARDS

SCALE IN FEET
0' 10' 20'
N

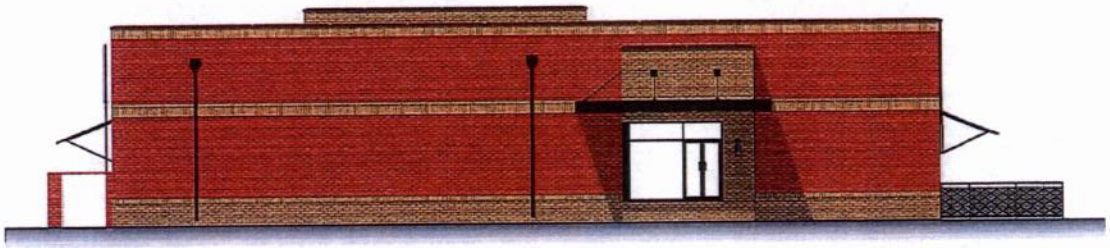
WATER QUALITY AND QUANTITY EXHIBIT
STARBUCKS
GHENT ■ NORFOLK, VIRGINIA
DATE: May 18, 2016

Exhibit B

WEST ELEVATION

TRANSPARENCY REQUIREMENT = 50% frontage
REQUIRED = 10' (height) x 71.3' (linear feet) x (.5) = 356.5 square feet
ACTUAL = 358.2 square feet

SOUTH ELEVATION



EAST ELEVATION

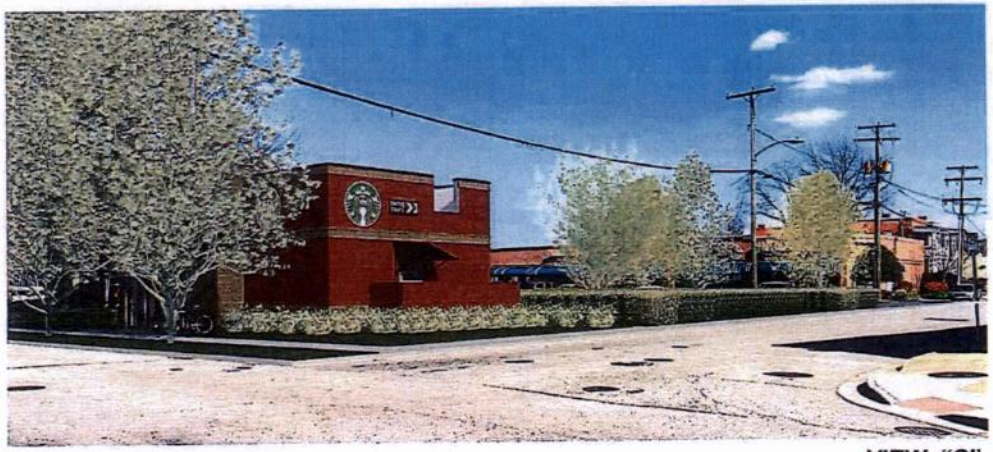
NORTH ELEVATION

STARBUCKS

GHENT - NORFOLK - VIRGINIA
DATE: MARCH 14, 2016

VIEW "A"

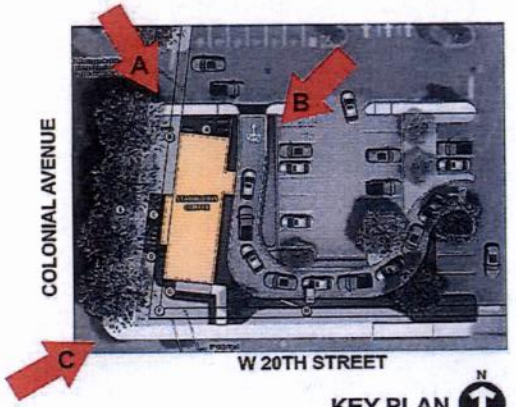
VIEW "B"



VIEW "C"

STARBUCKS

GHENT - NORFOLK - VIRGINIA
DATE: MARCH 14, 2016



KEY PLAN

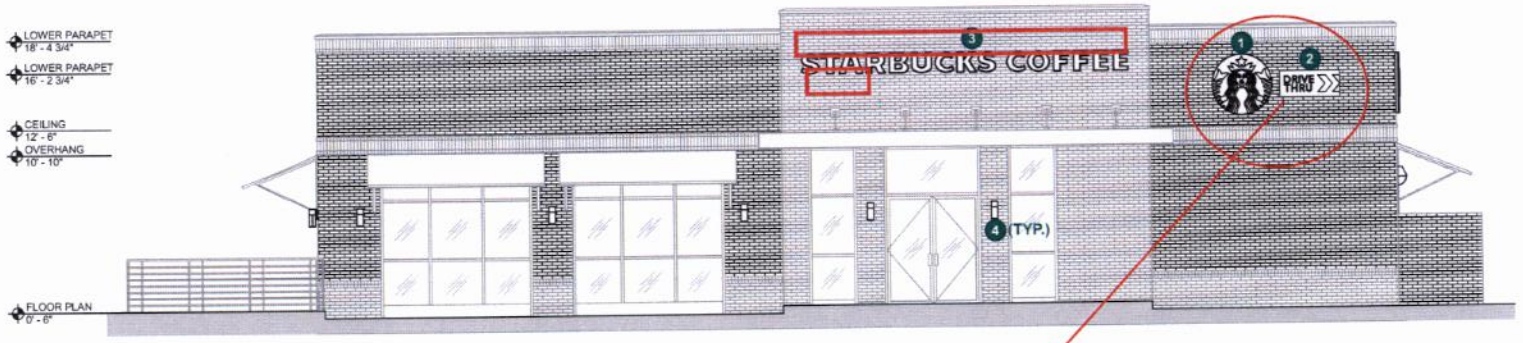
2X2 STEEL FRAME WIITH DECORATIVE
METAL PANEL AND STARBUCKS LOGO.
ELEMENT BELOW SIGN TO FUNCTION
AS A TRELLIS FOR PLANTING

STEEL RAILING SYSTEM
WITH DECORATIVE
METAL PANEL

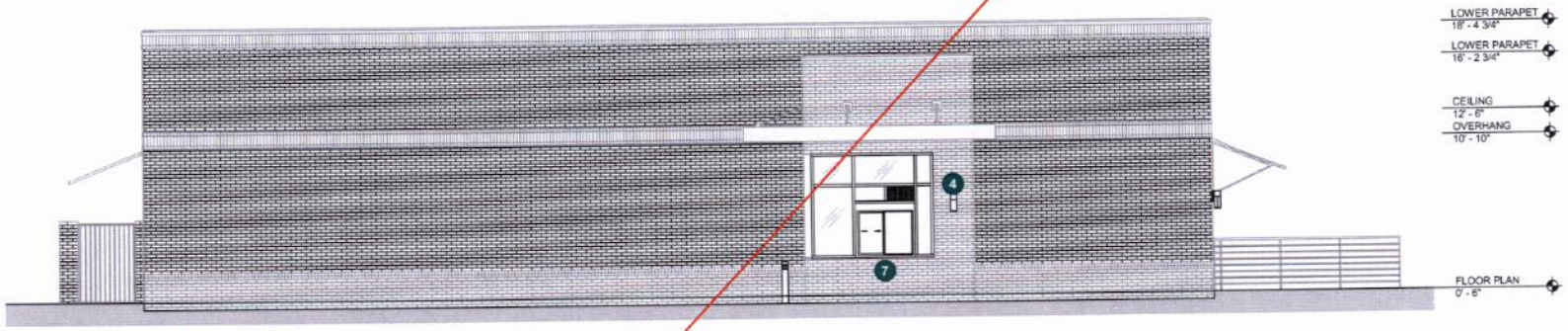
STARBUCKS

GHENT - NORFOLK - VIRGINIA

1. 48" ILLUMINATED LOGO DISK
2. 48" ILLUMINATED DRIVE-THRU SIGN
3. 16" WHITE ILLUMINATED WORDMARK
4. DECORATIVE SCONCES
5. SECURITY LIGHT
6. NEW LANDSCAPING TO SCREEN SERVICE DOOR
7. DRIVE-THRU WINDOW SHOWN ON LL DRAWINGS WILL NEED TO BE UPDATED TO MATCH STARBUCKS HURRICANE WINDOW SPEC AS SHOWN



PROPOSED WEST ELEVATION
SCALE: 1/8" : 1'-0"



PROPOSED EAST ELEVATION
SCALE: 1/8" : 1'-0"

ALLOWED SIGNAGE REQUIREMENTS:

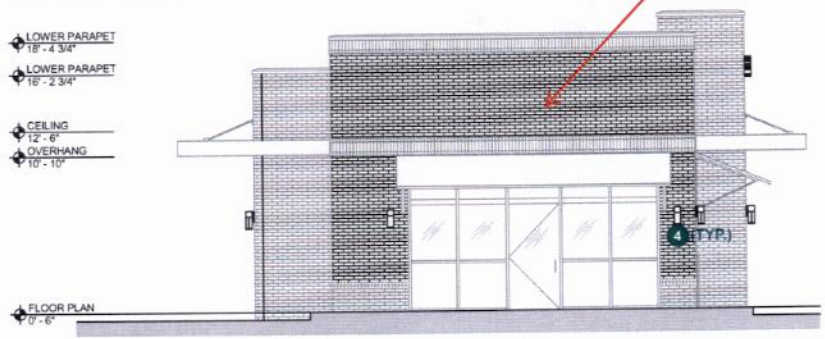
WALL SIGNS
1 SF PER 1 FT OF BUILDING FRONTAGE FACING PUBLIC STREET. WALL SIGNS MAY ONLY BE PLACED ON STREET-FACING FACADES.

PROPOSED SIGNAGE:

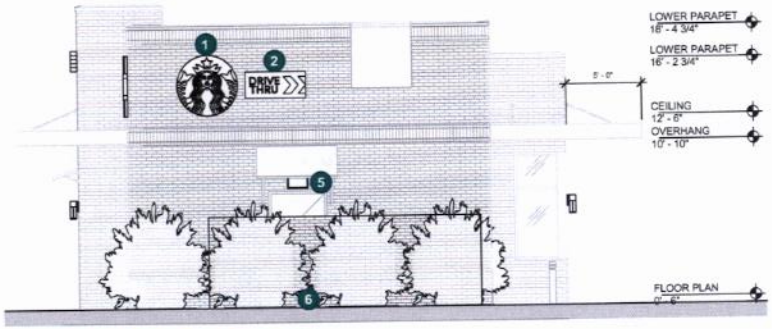
PROPOSED SOUTH ELEVATION:
ALLOWABLE: 23 SF
48IN ILLUMINATED LOGO DISK: 12.6 SF
48 IN DRIVE-THRU SIGN: 6.96 SF
TOTAL: 19.56 SF

PROPOSED WEST ELEVATION:
ALLOWABLE: 71 SF
48IN ILLUMINATED LOGO DISK: 12.6 SF
48 IN DRIVE-THRU SIGN: 6.96 SF
16IN ILLUMINATED WORDMARK: 28.7 SF
TOTAL: 48.26 SF

Review comments from RDO (Sheryl) as well.



PROPOSED NORTH ELEVATION
SCALE: 1/8" : 1'-0"



PROPOSED SOUTH ELEVATION
SCALE: 1/8" : 1'-0"

Exhibit C

05/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: M.S.

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A PEDESTRIAN COMMERCIAL OVERLAY DISTRICT DEVELOPMENT CERTIFICATE TO PERMIT THE CONSTRUCTION OF A NEW RETAIL SALES AND EATING ESTABLISHMENT ON PROPERTY LOCATED AT 2000 COLONIAL AVENUE, UNIT 12.

- - -

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

Section 1: - That a Pedestrian Commercial Overlay District (PCO) Development Certificate is hereby granted to permit the construction of a new retail sales and eating establishment on property located at 2000 Colonial Avenue, unit 12. The property to which this PCO Development Certificate applies is more fully described as follows:

> Property fronts 226 feet, more or less, along the eastern line of Colonial Avenue, 287 feet, more or less, along the northern line of West 20th Street, and 235 feet, more or less, along the southern line of West 21st Street; premises numbered 2000 Colonial Avenue, unit 12.

Section 2:- That the PCO Development Certificate granted hereby shall be subject to the following conditions:

(a) The site shall be generally designed in accordance with the conceptual site plan prepared by VHB, dated May 18, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(b) The site shall be developed to reflect the general massing, materials, fenestration and design elements for the north, south, east and west side of the building as shown in the elevations dated March 14, 2016, attached hereto and marked as "Exhibit B," subject to any revisions required by the City to be made during the Site Plan Review and

building permit plan review processes.

(c) A brick or masonry wall between 18 and 36 inches high shall be installed along the West 20th Street right-of-way, excluding pedestrian and vehicle ingress/egress access points and any easements or sight-distance triangles determined as conflicting with the placement of such wall as identified during the City's Site Plan Review process. The brick or masonry wall shall include a contiguous landscape hedge at the base.

(d) Any subsequent changes made to the project, as described in the staff report and as approved through this development certificate process, shall be reviewed as an amendment to the development certificate.

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

ATTACHMENTS:
Exhibit A (1 page)
Exhibit B (3 pages)

Exhibit A

vhb

PROJECT NUMBER: 33845.02
FILE PATH: \\vabedata\projects\33845.02 DesignGhentStarbucks\graphics\BOARDS

SCALE IN FEET
0' 10' 20'
N

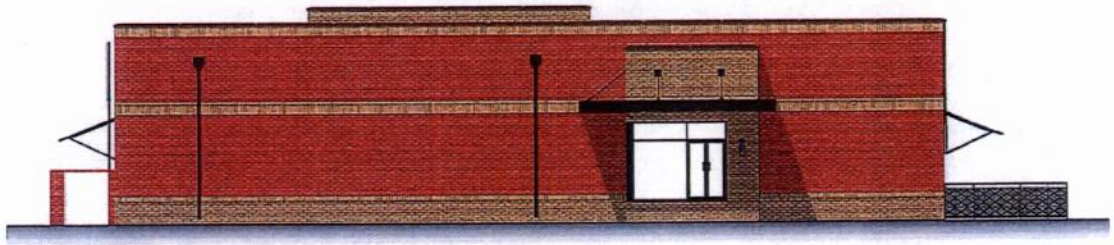
WATER QUALITY AND QUANTITY EXHIBIT
STARBUCKS
GHENT ■ NORFOLK, VIRGINIA
DATE: May 18, 2016

Exhibit B

WEST ELEVATION

TRANSPARENCY REQUIREMENT = 50% frontage
REQUIRED = 10' (height) x 71.3' (linear feet) x (.5) = 356.5 square feet
ACTUAL = 358.2 square feet

SOUTH ELEVATION



EAST ELEVATION

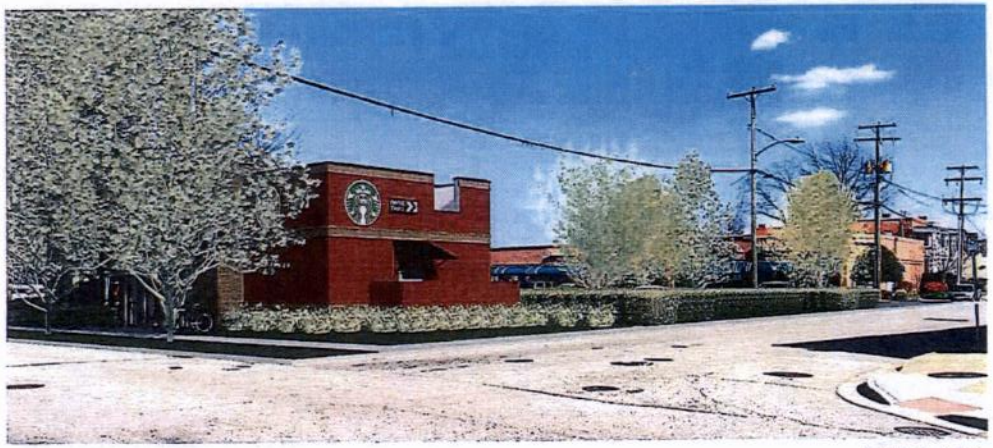
NORTH ELEVATION

STARBUCKS

GHENT - NORFOLK - VIRGINIA
DATE: MARCH 14, 2016

VIEW "A"

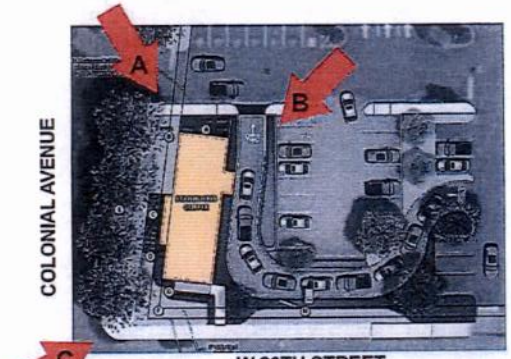
VIEW "B"



VIEW "C"

STARBUCKS

GHENT - NORFOLK - VIRGINIA
DATE: MARCH 14, 2016



KEY PLAN

2X2 STEEL FRAME WIITH DECORATIVE
METAL PANEL AND STARBUCKS LOGO.
ELEMENT BELOW SIGN TO FUNCTION
AS A TRELLIS FOR PLANTING

STARBUCKS

GHENT - NORFOLK - VIRGINIA

05/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: M.S.

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE VACATING A PORTION OF A BUILDING LINE SITUATED ON THE NORTH SIDE OF WEST 20TH STREET BETWEEN COLONIAL AVENUE AND DEBREE AVENUE.

- - -

WHEREAS, by Ordinance numbered 18,425, adopted by the City Council on August 7, 1956 and made effective on September 6, 1956, a building line was established on the northern side of West 20th Street between Colonial Avenue and Debree Avenue in the City of Norfolk, described on a plat entitled "Plat Showing Widening of 20th Street," prepared by the Division of Surveys, Department of Public Works, City of Norfolk, and dated March, 1956; and

WHEREAS, the City Council has determined that all that portion of the building line described below should be vacated, in part, because the purposes for which the line was originally established have materially changed; now, therefore,

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

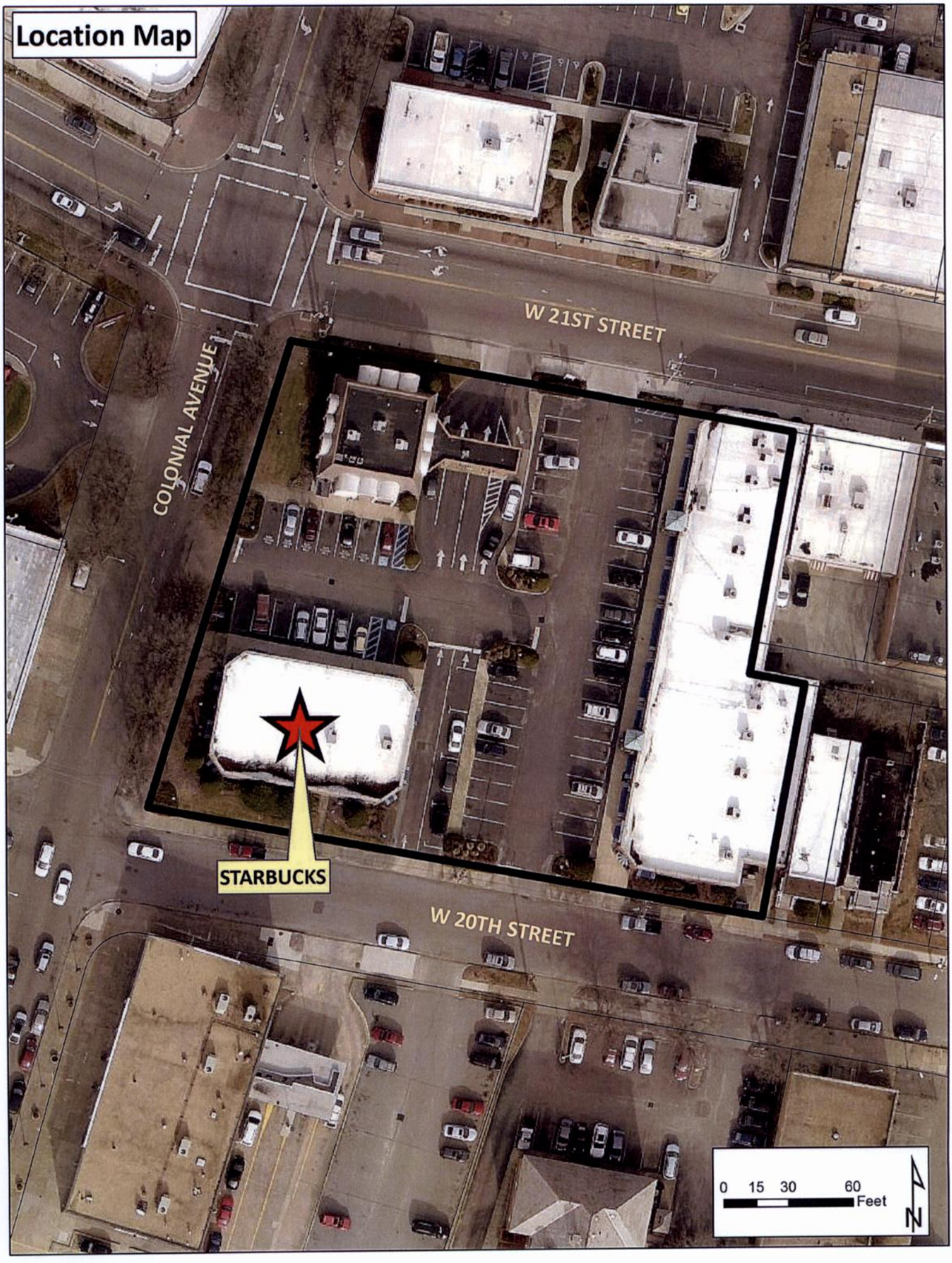
Section 1:- That the westernmost 287 feet, more or less, of the building line situated on the north side of West 20th Street between Colonial Avenue and Debree Avenue and previously established by the City Council (Ordinance No. 18,425) is hereby vacated. Said portion is more particularly described as follows:

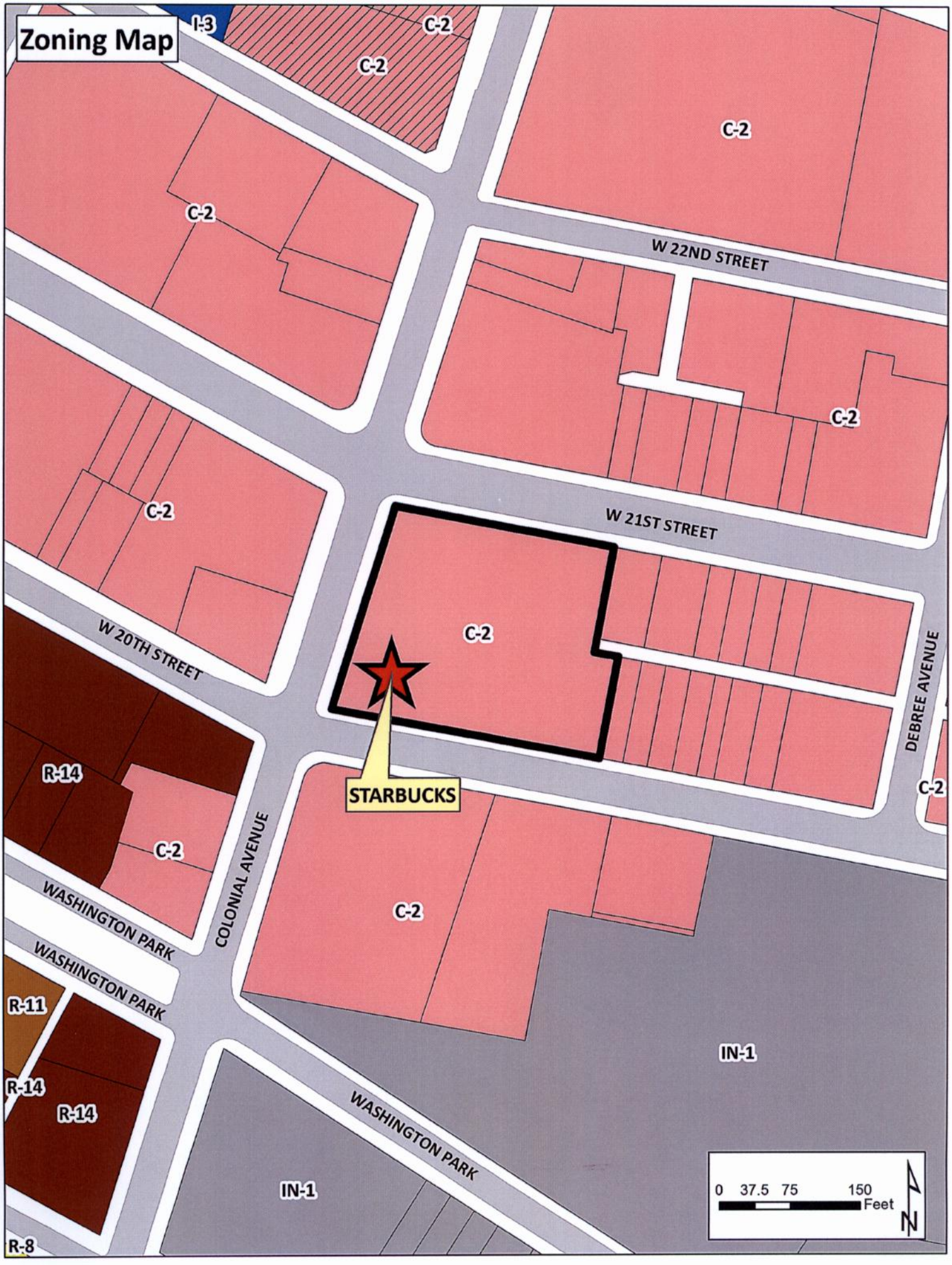
All that portion of the building line established by Ordinance numbered 18,425 situated on the north side of

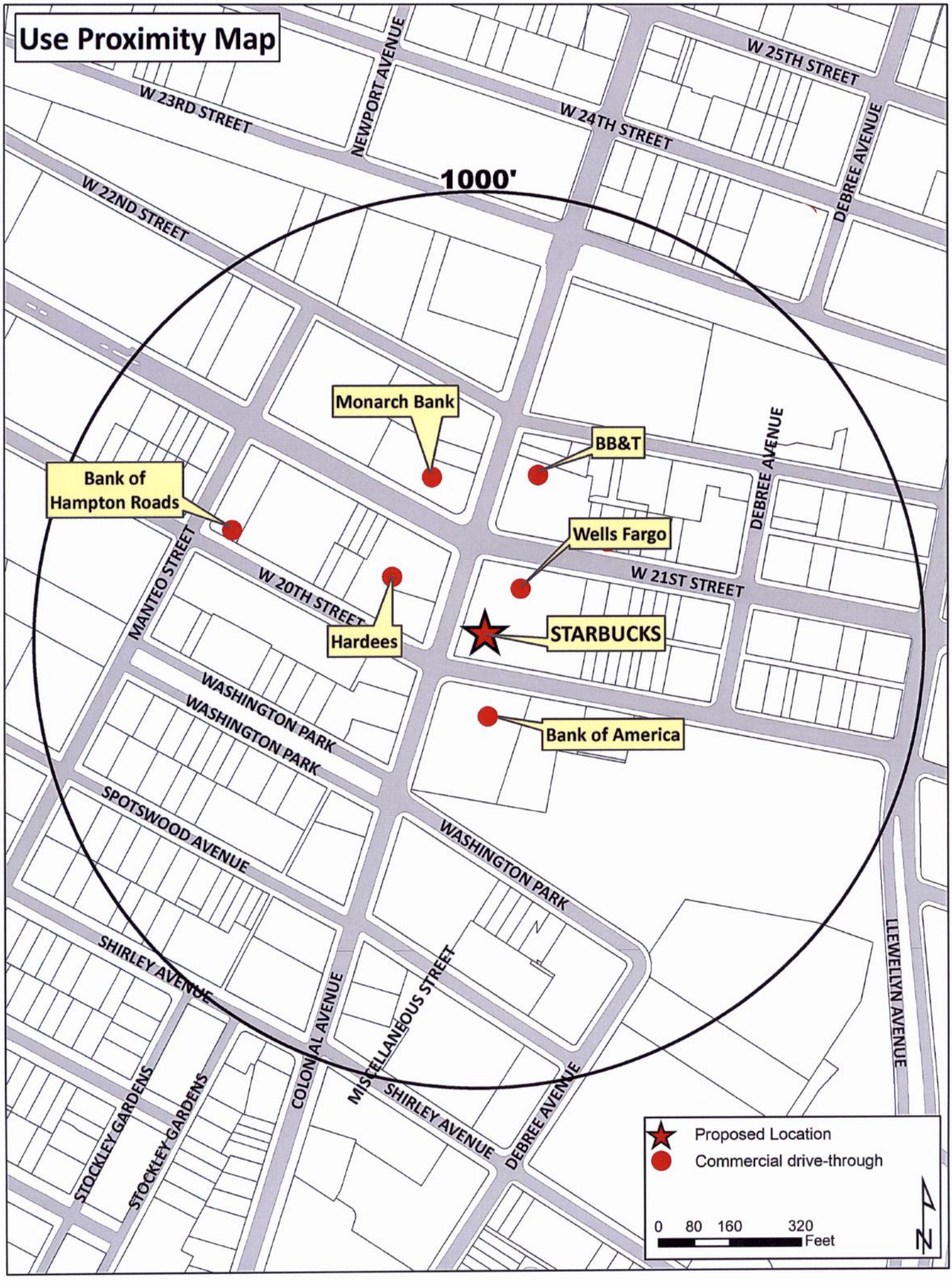
West 20th Street beginning at the eastern line of Colonial Avenue and extending eastwardly 287 feet, more or less; said portion of the building line being that which is located on Lots 1 and 9 of Block 8 of the plat of Fairmont Land & Building Corp. dated January, 1908 and Lots 171, 170, 169, 168 and 167 of the plat of Home Land Company dated December, 1887.

Section 2:- That the City Manager shall do all things necessary to properly reflect in the public records of the City of Norfolk the vacation of the aforementioned portion of the building line.

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


Location Map
W 21ST STREET
COLONIAL AVENUE
STARBUCKS
W 20TH STREET
0 15 30 60
Feet
N


Zoning Map
I-3
C-2
C-2
C-2
C-2
W 22ND STREET
C-2
C-2
W 21ST STREET
C-2
W 20TH STREET
DEBREE AVENUE
C-2
STARBUCKS
R-14
C-2
COLONIAL AVENUE
WASHINGTON PARK
WASHINGTON PARK
C-2
R-11
R-14
R-14
IN-1
WASHINGTON PARK
IN-1
R-8
0 37.5 75 150
Feet
N


Use Proximity Map
W 23RD STREET
NEWPORT AVENUE
W 24TH STREET
W 25TH STREET
DEBREE AVENUE
1000'
W 22ND STREET
Monarch Bank
BB&T
Bank of Hampton Roads
Wells Fargo
MANTEO STREET
W 20TH STREET
W 21ST STREET
Hardees
STARBUCKS
WASHINGTON PARK
WASHINGTON PARK
Bank of America
SPOTSWOOD AVENUE
WASHINGTON PARK
SHIRLEY AVENUE
LLEWELLYN AVENUE
STOCKLEY GARDENS
STOCKLEY GARDENS
COLONIAL AVENUE
MISCELLANEOUS STREET
SHIRLEY AVENUE
DEBREE AVENUE
Proposed Location
Commercial drive-through
0 80 160 320
Feet
N

APPLICATION
SPECIAL EXCEPTION

Special Exception for: STARBUCKS - DRIVE THRU.

Date of application: 3/14/16.

DESCRIPTION OF PROPERTY UNIT 12.

Property location: (Street Number) 2000 (Street Name) COLONIAL AVE

Existing Use of Property COMMERCIAL

Current Building Square Footage 5,000 SF.

Proposed Use STARBUCKS COFFEE SHOP.

Proposed Square Footage 1800 SF

Proposed Hours of Operation:

Weekday From _____ To _____

Friday From _____ To _____

Saturday From _____ To _____

Sunday From _____ To _____

Trade Name of Business (If applicable) STARBUCKS.

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

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

CORNER SHOPS, LLC

1. Name of applicant: (Last) Cooper (First) Jefferson (MI) S

Mailing address of applicant (Street/P.O. Box): 555 E. Main Street, Suite 1100

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

Daytime telephone number of applicant (757) 622-2768 Fax (757) 625-3717

E-mail address of applicant: jcooper@cooperrealtyva.com

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

2. Name of applicant: (Last) Thomas (First) Robin (MI) J

Mailing address of applicant (Street/P.O. Box): 913 W 21st St 'C'

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

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

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

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

Same as APPLICANT

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

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

(City) (State) (Zip Code)

Daytime telephone number of owner ( ) email:

CIVIC LEAGUE INFORMATION

Civic League contact: PRELIM MTG W/ GNL COMMERCIAL COMMITTEE

Date(s) contacted: ATTENDING GEN. MEM. MTG. 3/7/16.

Ward/Super Ward information: ATTENDED GBA MTG 3/9/16.

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: CORNER SHOPS, LLC By Jefferson S. Cooper **Sign:** Jeff S Cooper 3/14/16
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Jefferson S. Cooper **Sign:** Jeff S Cooper 3/14/16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: Robin Thomas **Sign:** 3/14/16
(Authorized Agent Signature) (Date)

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

APPLICATION
Pedestrian Commercial Overlay Development Certificate

Date of application: 3/18/16.

DESCRIPTION OF PROPERTY

Proposed Location of Property: Street Number) 2000 UNIT 12 (Street Name) COLONIAL AVE

Zoning Classification: C-2 21ST ST PCO DISTRICT.

Existing Use of Property: COMMERCIAL

Current Building Square Footage 5000 SF

Proposed Use COFFEE SHOP W/ DRIVE THRU.

Trade Name of Business (If applicable) STARBUCKS.

APPLICANT/ PROPERTY OWNER

1. Name of applicant: (Last) Cooper Corner Shops, LLC (First) JEFFERSON (MI) S

Mailing address of applicant (Street/P.O. Box): 555 E MAIN STREET SUITE 1100

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

Daytime telephone number of applicant (757) 622-2768 Fax (757) 625-3717

E-mail address of applicant: jcooper@cooperrealtyva.com

2. Name of property owner: (Last) SAME AS APPLICANT (First) _____ (MI) _____

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

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

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

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised December, 2014)

CIVIC LEAGUE INFORMATION

Civic League contact: ATTENDED GNL HEARING 3/17/16

Date(s) contacted: _____

Ward/Super Ward Information: _____

CRITERIA FOR REVIEW

Please provide the following information:

(a) Use characteristics of the proposed development, including the types of ground-floor active uses and activity continuity along the street front. FREESTANDING ONE STORY BUILDING. W/ INTERIOR SEATING AND EXTERIOR PATIO SEATING EXTENDING TO THE SIDEWALK.

(b) Location and adequacy of off-street parking and loading provisions, including desirability of bicycle parking.
OFF STREET PARKING IS DIRECTLY ADJACENT TO THE BUILDING / 5 BIKE RACKS (10 BIKES) ARE LOCATED ADJ TO THE FRONT ENTRANCE

(c) Architectural relationships, both formal and functional, of the proposed development of both surrounding buildings and the public right-of-way, including siting, massing, proportion, and scale.
THE BUILDING SITS IN THE SW CORNER OF THE CORNER SHOPS SHOPPING CTR. THE BRICK MATCHES THE EXT BRICK, THE DESIGN INCORP DECORATIVE METAL ELEMENTS.

(d) Suitability of signs, landscape, lighting, and other site or building features in relations to the existing or planned public improvements in the district.
ALL SIGNAGE IS LOCATED ON THE BUILDING & WELL WITHIN ALLOWABLE SF. THE DRIVE THRU LANES ARE SCREENED FROM 20TH ST WITH A 54" HIGH HEDGE ROW. A FILTER PLANTER IS LOCATED ON THE EAST SIDE OF THE BUILDING. PERMEABLE PAVERS ARE BEING USED FOR OUTDOOR SEATING AREAS

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

REQUIRED ATTACHMENTS

- Check for **$5** made payable to Treasurer, City of Norfolk,
- **If waivers are requested**, additional analysis will be needed; which will require an additional fee of **$100**.
- Description and details of proposal.
- Two 8½ x 14 inch copies of a survey or site plan drawn to scale showing:
  - ▪Existing and proposed building structures
  - ▪Driveways
  - ▪Parking
  - ▪Landscaping
  - ▪Physical and architectural relationships to surrounding development
  - ▪Location, access, and egress, and site design of parking serving the principal use(s)
  - ▪Pedestrian circulation on and near the site, including pedestrian connections between the designated parking and principal use(s)
  - ▪Location and character and continuity of any open space and landscaping on the site.
  - ▪Location and dimensions of onsite signage
  - ▪Please provide the names and addresses of all professional consultants advising the applicant in the proposed development

---

CERTIFICATION:

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

Print name: CORNER SHOPS, LLC By Jefferson S. Cooper **Sign:** Manager 3/18/16
(Property Owner or Authorized Agent Signature) (Date)

Print name: Robin J Thomas **Sign:** 3/18/16.
(Applicant or Authorized Agent Signature) (Date)

Consultants VHB - civil engineers.
Robin Thomas Architecture - Architects.

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised December, 2014)

Memorandum

To: Jeff Cooper

Date: March 17, 2016

Project #: 33845.052

From: Kirsten Tynch, PE, PTOE

Re: Starbucks at Corner Shoppes

This memorandum provides an assessment of trip generation (site generated traffic volumes) and traffic impacts related to a proposed Starbucks development, located at the northeast quadrant of Colonial Avenue and 20th Street in Norfolk, Virginia.

Project Background

A Starbucks coffee shop is proposed on the northeast corner of Colonial Avenue and 20th Street in Norfolk, Virginia. The development is planned to be 1,800 square feet (sf) and is expected to have three full access driveways: one on 21st street north of the site, one onto Colonial Avenue west of the site and one onto 20th Street south of the site as shown in the figure below. Its estimated year of opening is 2016.

Figure 1. Proposed Starbucks layout

4500 Main Street
Suite 400
Virginia Beach, VA 23462-3361
P 757.490.0132

Trip Generation

Trip generation for this site was developed using the *9th Edition* of the *Institute of Traffic Engineers (ITE) Trip Generation Manual* for Coffee/Donut Shops with Drive-Through Windows (Land Use Code 937). This type of development usually experiences a high level of pass-by trips. A pass-by trip is when a driver makes an intermediate stop on his or her way to their primary destination. The *ITE Trip Generation Handbook* provides a pass-by rate of 89% for a coffee/donut shop with a drive thru but no indoor seating. Since a pass-by rate was not provided for a coffee/donut shop with a drive thru and indoor seating, a conservative pass-by percentage of 50% was used for this analysis. The trip generation is shown in Table 1.

Table 1: Trip Generation

Land Use	ITE Code	Size	Units	Daily	AM Peak Hour			PM Peak Hour		
					Enter	Exit	Total	Enter	Exit	Total
Coffee/Donut Shop with Drive-Through Window	937	1,800	SF	1,473	90	93	183	33	32	65
Pass-By Trips	%									
Coffee/Donut Shop with Drive-Through Window	50%				45	47	92	17	16	33
Total New Coffee/Donut Shop with Drive-Through Window		**1,800**	**SF**	**1,473**	**45**	**46**	**91**	**16**	**16**	**32**

Reference: Trip Generation, 9th Edition, Institute of Transportation Engineers, Washington, DC. 2008.

Trip Distribution

The Starbucks is expected to serve the surrounding community with the majority of patrons arriving from 21st Street and along Colonial Avenue. Based on the existing traffic volume, 20% of the projected traffic is assumed to come from the east on 21st Street, 15% from the west on 21st Street, 30% of the traffic is assumed to come from the south on Colonial Avenue, 10% from the north on Colonial Avenue, 15% from the east on 20th Street, and 10% from the west on 20th Street. Pass-by trips are assumed to occur from all directions.

Traffic Capacity Analysis

A traffic capacity analysis was conducted at the intersection of Colonial Avenue and 20th Street. Existing conditions were derived from counts conducted on Tuesday, March 15th, 2016 from 6:00 AM – 9:00 AM and Wednesday, March 16th, 2016 from 3:00 PM – 6:00 PM. Due to the projected opening of the establishment in the 2016, a background growth rate was not included in the analysis.

The trips generated by the Starbucks were distributed to the surrounding roadway network based on existing travel patterns and were added to the existing traffic volumes. Synchro Version 9.1 was used to analyze the level of service (LOS) and delay for the existing and build conditions. Table 2 shows the level of service and delay for the existing and build conditions for the AM and PM peak periods. The change of delay by movement and intersection are also shown.

Table 2: Level of Service and Expected Delay

Intersection & Movement	AM Peak			PM Peak		
	Existing (2016)	Build (2016)	Change in Delay per Vehicle (seconds)	Existing (2016)	Build (2016)	Change in Delay per Vehicle (seconds)
Colonial Avenue & 20th Street	Level of Service (LOS) - Delay/Vehicle (seconds)					
20th Street - Eastbound	B - 14.9	C - 15.7	0.8	C - 24.6	D - 25.6	1.0
20th Street - Westbound	C - 22.3	C - 23.2	0.9	E - 41.6	E - 43.6	2.0
Colonial Avenue - Northbound	A - 0.8	A - 0.8	0.0	A - 0.8	A - 0.8	0.0
Colonial Avenue - Southbound	A - 1.6	A - 1.5	-0.1	A - 1.4	A - 1.4	0.0
Overall Intersection	A - 6.1	A - 6.2	0.1	B - 11.9	B - 12.3	0.4

As shown in Table 2, the traffic generated by the Starbucks is expected to have minimal impact on the intersection of Colonial Avenue and 20th Street. The greatest expected impact is on the westbound approach in the PM peak where the anticipated increase in delay is 2.0 seconds per vehicle. The low level of service experienced in the PM peak for this westbound approach is due to the existing traffic and not the proposed Starbucks. All other movements and periods operate within acceptable levels of service.

Markowski, Kimberly K.

From: Simons, Matthew
Sent: Wednesday, June 01, 2016 12:41 PM
To: Markowski, Kimberly K.
Subject: FW: GBA regarding Starbucks proposal for Corner Shops LLC
Attachments: GBA re Starbucks 06012016 final.docx

Kim,
Can you please add the attached letter from GBA to the City Council packet for the proposed Starbucks at 2000 Colonial Avenue.

Thanks,

Matthew Simons, AICP, CZA, CFM
City Planner II

757-664-4750

From: Douglas Knack [mailto:dougknack@howardhanna.com]
Sent: Wednesday, June 01, 2016 12:25 PM
To: Daughtrey, Breck
Cc: Simons, Matthew
Subject: GBA regarding Starbucks proposal for Corner Shops LLC

Gentlemen,

Attached is a letter from me, on behalf of the Ghent Business Association, regarding our position on the proposed Starbucks Drive-thru at Colonial Avenue and 20th Street. Will be sending a hard copy as well.

If you have any questions, please feel free to contact me.

D

Please note new email address and company name below, and please change your records!

Douglas E. Knack
Howard Hanna
2204 Hampton Blvd
Norfolk, VA 23517

757-625-2580 (office)
757-408-5556

dougknack@howardhanna.com

Licensed in Virginia

Howard Hanna
Home
Happens
Here.
Real Estate Mortgage Title Insurance

June 1, 2016

The Honorable Paul Fraim and City Council of Norfolk
1006 City Hall Building
810 Union St.
Norfolk, VA 23510

Dear Mayor Fraim and Council;

At a special board meeting this morning, the Board of the Ghent Business Association has voted to drop it's opposition to the Starbucks Drive-thru proposal by Corner Shops LLC at the intersection of Colonial Avenue and 20th Street.

This has been a longer process than we had hoped, but it brought about a great deal of needed conversation by the Board on how to proceed so that we accomplish our mission to make Ghent a great place to Live, Work and Play.

There are still legitimate concerns about the project and we are asking that City Staff study the traffic management and impact at the intersections of Colonial Avenue, 21st Street and 20th Street. The Ghent Business Association has concerns about the impact of the added traffic generated by the proposed drive-thru as it relates to vehicular and pedestrian traffic at these already very congested intersections. We would value the review of the City's Traffic Engineers and their recommendations on how we best minimize any negative impact.

As an Association, we continue to be opposed to food and beverage drive thru in the PCO District. This vote doesn't change that view, and our goal remains to make the Ghent Business District very pedestrian friendly.

With that said, the Board of the Ghent Business Association has arrived at a good decision, based on what we feel is in best interest of the business community we call home.

Sincerely,

Memorandum

To: Jeff Cooper

Date: May 20, 2016

Project #: 33845.02

From: Kirsten Tynch, PE, PTOE

Re: Starbucks Access & Egress

A concern has been raised regarding the impact of queuing in the northbound direction at the intersection of 21st Street and Colonial Avenue on traffic leaving the proposed Starbucks drive thru. The expressed concern was traffic may back up in the drive thru lane if drivers can't exit onto Colonial Avenue due to the queuing caused by the signalized intersection at 21st Street, and therefore, the entrance on Colonial Avenue should be converted to a right in/right out.

Based on the site layout and the availability of alternative access/egress points for the shopping center, VHB feels the drive thru traffic will not be significantly impacted by any proposed queuing on Colonial Avenue and that a right in/right out entrance on Colonial Avenue is unnecessary. As shown in Figure 1, there are three (3) existing access and egress points for the shopping center. Potential queuing on Colonial Avenue would be visible from the Starbucks drive thru lane. Vehicles in the drive thru will have the option to turn left and wait for the queue to clear or turn right and use either of the exits onto 21st Street or 20th Street. Based on VHB's experience in commercial development and traffic engineering, drivers will take the easiest route and will utilize the exits on 21st Street or 20th Street rather than wait in a queue. Therefore, VHB does not believe a right in/right out entrance should be constructed along Colonial Avenue.

Figure 1. Alternate Egress Patterns Due to Queuing on Colonial

4500 Main Street
Suite 400
Virginia Beach, VA 23462-3361
P 757.490.0132

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, March 16, 2016 12:44 PM
To: 'info@ghentva.org'; 'Emily Birknes'; 'ted@nusbauminsurance.com'
Cc: Whibley, Terry; Winn, Barclay; Wilson, Denise; Simons, Matthew
Subject: new Planning Commission application
Attachments: Starbucks.pdf

Ms. Birknes and Mr. Enright,

Attached please find the following applications at 2000 Colonial Avenue, unit 12:

a. Special exception to operate a commercial drive-through.
b. 21st Street Pedestrian Commercial Overlay (PCO-21st Street) development certificate.

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

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

Thank You.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

Ghent Neighborhood League

Friday, May 20, 2016

Dear Mr. Homewood,

In the March 17, 2016 Ghent Neighborhood League general meeting, Mr. Jefferson Cooper and Ms. Robyn Thomas presented to membership the application: "Starbuck's - Drive Thru" dated 3/14/2016.

Prior to the general membership meeting, the GNL Development Committee met with Mr. Cooper and Ms. Thomas. The GNL's preliminary review of the application resulted in a recommendation that the GNL not support the application, for reasons that included traffic concerns at the proposed location, the precedent this application would set for other Drive Thrus in Ghent, and, in general, the move away from a pedestrian-friendly neighborhood to one that encourages cars. The GNL Development Committee's opposition to the application was stated in the general membership meeting.

A full membership vote was advertised in an e-mail blast to membership, on the website and Facebook page. The vote was split with 15 members voting to approve the application, 10 members voting to oppose the application, and 2 members abstaining.

Since the March 17th meeting, three (3) members, who voted to approve the application, have contacted me, requesting to change their votes in favor to votes in opposition. I suggested to each of those individuals that each should contact you with the requested change.

Sincerely,
Emily Birknes
President, Ghent Neighborhood League

Cc Mr. Jefferson Cooper
Mr. Matthew Simons
Ms. Robyn Thomas

Simons, Matthew

From: Richard Ottinger <ROttinger@vanblacklaw.com>
Sent: Monday, May 23, 2016 9:22 AM
To: Simons, Matthew
Subject: Ghent Starbucks

Matthew –

I am a resident of Ghent (534 Pembroke) and am very much in favor of the re-development of the space at the corner of Colonial and 20th to include a new Starbucks with a drive through.

Regards, Richard
Richard Ottinger
Vandeventer Black LLP
500 World Trade Center
Norfolk, VA 23510
(757) 446-8673

This email may contain confidential or privileged information. If you are not the intended recipient, please advise by return email and delete immediately without reading or forwarding to others.

Simons, Matthew

From: jrcrump3@gmail.com
Sent: Tuesday, May 24, 2016 3:43 PM
To: Simons, Matthew
Subject: New Starbucks

Dear Mathew,

I live at 1117 Westover Ave in West Ghent and I am writing you to voice my support for the proposed relocation of the Starbucks on 21st. I further note my support of a drive thru for that cafe.

A new Starbucks, with a drive thru, will be an asset for the neighborhood.

Thank you for sharing my support with the Planning Commission and the City Council.

Sent from my iPad

Sent from my iPad

Simons, Matthew

From: Courtney Violette <courtney.violette@gmail.com>
Sent: Tuesday, May 24, 2016 6:51 PM
To: Simons, Matthew
Subject: Starbucks in Ghent

Dear Sir,

As a mother with small children, I appreciate the idea of a Starbucks with a drive through for Ghent. While in an ideal world I would always leisurely sit in a coffee shop and enjoy my java with a book, that's not real life. Any mom can tell you that most days you only have 2 minutes to do a little something for yourself... and on those days when your kids are hysterically crying in the car or you're stuck in the minivan while it's pouring rain, a Starbucks drive through would be a little piece of heaven.

I can't wait until the brewing begins - even in the drive thru line.

Please consider this when you make a decision regarding the Starbucks in Ghent.

Thank you,
Courtney Violette

WILLIAM L. NUSBAUM
1700 DOMINION TOWER
NORFOLK, VIRGINIA 23510
May 25, 2016

SENT VIA EMAIL TO matthew.simons@norfolk.gov

Norfolk Planning Commission
c/o Norfolk Planning Department
City Hall Building
810 Union Street, Suite 508
Norfolk, VA 23510

Re: Starbucks Ghent – 20th Street and Colonial Avenue

Dear Commissioners:

I write to ask the Planning Commission to approve the proposed relocation of Starbucks to 20th Street and Colonial Avenue. The relocation of their North Ghent neighborhood store from a mere half block away will provide reassuring continuity in the 21st Street corridor for this small anchor tenant – for that's what Starbucks is, given the extent to which a Starbucks' presence routinely outstrips its small footprint.

Starbucks' commitment to the community – both as a "third place" in its own right to which the community flocks, and also as a corporate citizen involved in the fabric of the community – is legendary. As a former president of Foodbank of Southeastern Virginia, I am very impressed with the support that Starbucks provides to the Foodbank. At Thanksgiving last year, 15-20 Starbucks employees prepared food for Foodbank clients, but what has really excited me is that earlier this year, Starbucks began donating ready to eat meals to the Foodbank on an ongoing basis. This is part of a very ambitious program called ***Foodshare***, which Starbucks has launched nationally, to great acclaim. Additionally, Starbucks is generous with its employees, providing benefits like health insurance and tuition support.

I have known the developers, the Coopers, for many years and know that they are professional property managers with a real focus on growing Norfolk economically, and they have, over the years, epitomized that same deep dedication to our community's fabric that I've ascribed to Starbucks, giving generously of their time and money to local social services, the arts and educational non-profits.

Furthermore, as Colonial Place residents, my wife Sharon and I, along with a close friend, often walk to the current 21st Street Starbucks. We would hate to see 21st Street lose its Starbucks, and hope that soon, we will be able to patronize a new, pedestrian friendly, attractive Starbucks. Alternately, on those days when it's raining or for those parents with kids in tow, the drive through will be a great option, too.

In conclusion, both Starbucks and the Coopers are great corporate citizens, and the relocated Starbucks will be a terrific addition to the charming 21st Street corridor. Please approve the Starbucks application!

Cordially yours,

William L. Nusbaum

Simons, Matthew

From: skaufman@dollartree.com
Sent: Wednesday, May 25, 2016 4:46 PM
To: Simons, Matthew
Subject: Starbucks in Ghent, 2000 Colonial Avenue

To the attention of the Norfolk Planning Commission Members:
I am a Gold Club-level customer of Starbucks, a longtime resident of Ghent, and Vice President of Corporate and Supply Chain Human Resources at Dollar Tree; and I am writing in support of the proposed Starbucks for 20th Street.

Having responsibility for executive recruiting at a $20 Billion retail organization, it is my job to attract senior management prospects from around the country to come to work at Dollar Tree. In this capacity I have learned the importance of showing candidates that this region has nationally recognizable, premium offerings for them here such as Starbucks, as well as locally owned and operated small businesses. I should also mention that the folks I recruit work long hours (as do I!) and therefore are fans of a convenience amenity like a drive-through on their way to work. These candidates are exactly the types of people we want to attract to live in wonderful areas of Norfolk like Ghent, and so I ask the Planning Commission to approve the proposed Starbucks relocation.

Sincerely,

Suzan Kaufman
502 Fairfax Avenue
Norfolk, Virginia 23507

Suzan M. Kaufman
Vice President of Corporate andSupply Chain Human Resources
Dollar Tree Stores, Inc.
757.321.5272
skaufman@dollartree.com

Simons, Matthew

From: Jennifer Eichert <jennifer@mermaidwinery.com>
Sent: Wednesday, May 25, 2016 4:39 PM
To: Simons, Matthew
Subject: Starbucks - 2000 Colonial Avenue, Norfolk

Dear Planning Commission,

I know you are extremely busy and I really appreciate your time. I'm writing to express my support for the Starbucks locating at 2000 Colonial Avenue in Norfolk. I've reviewed the plans and it looks like a beautiful addition to our neighborhood. It's really exciting to see a new construction project energize the Ghent community and get everyone talking about the future of this neighborhood. I hope that the men and women of the Planning Commission will vote in favor of this project.

Cheers!
Jennifer Eichert
Mermaid Winery
757.233.4155
330 W. 22nd Street, #106
Norfolk, VA 23517
www.mermaidwinery.com

Simons, Matthew

From: Benny Lebon <scoop252@icloud.com>
Sent: Wednesday, May 25, 2016 3:01 PM
To: Simons, Matthew
Subject: Star Bucks

I support a new Star Bucks on Colonial and 20th with a drive through. Seems to me to be a great assets to the community.

Sent from my iPhone

Simons, Matthew

From: David Beatty <David.Beatty@townebank.net>
Sent: Wednesday, May 25, 2016 1:46 PM
To: Simons, Matthew
Subject: Supporting the relocation of the Starbucks to the Long & Foster (vacant) building at corner of 21st and Colley

Dear Mr. Simon:
I am writing to you in support of the very practical relocation of the Starbucks to this site with its new drive-thru capability where there is a presently vacant building there in Ghent at 21st Street. That currently vacant building is a "blemish" . "Starbucks" is a fantastic improvement for 21st Street.

I am a Norfolk resident and we now live at 7304 Shirland Avenue in Meadowbrook in Norfolk

The new Starbucks solves problems. Do not buy into the argument that it creates problems or that it would "disturb" the neighborhood. That is simply just "whining" and jealousy. The presence of and impact of a "drive thru" there at this new location is a welcome addition to the Starbucks product offering as none exists now in what is a arguably a "cul de sac" situation down the street and basically contributes to congestion there for lack of parking spaces. A drive through solves that.

This is a "win win win" proposition and, as a resident of Ghent for 19 years (1982 – 2000) just south down Colley Avenue at Warren Crescent just off the Hague, and a frequent visitor to 21st Street and shops then and today , I see it as a way to revitalize that center and to create "vibrancy" for that block that the present building there, formerly Long & Foster and a vitamin shop, has never contributed through its prior tenancies.

There is "precedent" for it too. I would also like to point out that while we were living in Ghent those years, a terrific upscale coffee shop, "First Colony Coffee", opened right in the location that is now housing "Sherwin Williams" in this center and that operation was very similar to and a "Starbucks" wannabe. That center is no stranger to coffee shops is my point. One was there before! And even having an existing one across the street with a drive-thru does nothing but help that current coffee shop as this would 'float all boats" in terms of attracting coffee lovers to that location for all to share. It is about "demand" and vibe" and Starbucks does it better than anyone else. Period.

Courteous coffee drinkers and "coffee house" aficionados will keep the night life activity going at that location where none exists now at that site. The Drive-thru will work just fine and it seems to me that it is a "red herring" offered up by jealous neighbors or a competitor to prevent upscale development.

Reasonable development is always welcome. No one should fear it. Embrace it. Manage it.
Thank you.
David

David J. Beatty
President
TowneBank Commercial Mortgage, LLC
Office: 757-628-6360
Fax: 757-623-5790
Cell: 757-681-1291

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Simons, Matthew

From: Cox Account <tforchas1@cox.net>
Sent: Wednesday, May 25, 2016 3:05 PM
To: Simons, Matthew
Subject: Starbucks relocation

I am writing to inform you I support the relocation of Starbucks to colonial Ave and 21st St. Thank you

Sent from my iPhone

Simons, Matthew

From: Alexandra Konikoff <alexandra.konikoff@gmail.com>
Sent: Thursday, May 26, 2016 9:07 AM
To: Simons, Matthew
Subject: New Starbucks In Ghent

Dear Mr. Simons,

I would like to take this opportunity to express my support to the proposed Starbucks development on Colonial Avenue in Ghent.

Being a resident of Ghent for the last 12 years, I strongly believe bringing to our community brands such as Starbucks that are committed to excellent service, creating jobs with benefits and corporate and social responsibility will help drive our city. I also believe that such brands make the area desirable for other businesses and promote a dynamic and competitive economy.

To be honest, Ghent has been we are lacking some of the commodities of downtown and having a window service would be most convenient for many. The development of this project will continue to energize the neighborhood and build bridges between Down Town, ODU, Wards Corner ultimately benefiting the whole area.

I sincerely trust that you will give your full consideration and support to this project. I remain available should you have any questions.

Alexandra E. Konikoff, Esq.

Simons, Matthew

From: Scott Konikoff <skonikoff@konikofflaw.com>
Sent: Wednesday, May 25, 2016 10:39 PM
To: Simons, Matthew
Subject: Proposed Starbucks on Colonial Avenue

Matt:

I wanted to take a moment to express my support for the proposed Starbucks development at the corner of Colonial Avenue in advance of tomorrow's planning commission meeting. As a resident of Ghent and an advocate for bettering our community, I believe the proposed Starbucks represents a welcomed stride towards a more pedestrian engaging environment in the 21st Street PCO. A larger urban site will raise the bar of the Ghent aesthetic and improve the indoor and outside meeting space for the dozens of social, student, professional, retiree and support groups within our neighborhoods. Such a development will fulfill the demand echoed by the GNL and the greater Ghent community for a contemporary and environmentally conscious store with window service. For these reasons, I am hopeful that tomorrow's meeting will yield a vote in favor of the project.

With my best regards,

Scott B. Konikoff

Scott B. Konikoff | Attorney at Law
KONIKOFF LAW, P.C.
Office: 757.648.8891 | Fax: 757.648.8896
Saint Paul Building, Suite 201
125 Saint Paul Boulevard
Norfolk, Virginia 23510
skonikoff@konikofflaw.com / www.konikofflaw.com

Beginnning May 23, 2016, please note our new office location at the Saint Paul Building directly across the street from the Norfolk Circiuit Court.

AFFILIATION DISCLOSURE: Konikoff Law, P.C. and Konikoff Title and Settlement LLC are both wholly owned and operated by Scott B. Konikoff. NOTICE: Information contained in this transmission to the named addressee is proprietary information and is subject to attorney-client privilege and work product confidentiality. If the recipient of this transmission is not the named addressee, the recipient should immediately notify the sender and destroy the information transmitted without making any copy or distribution thereof. DEBT COLLECTION NOTICE: One of the services of this law firm is the collection of consumer debt. If this correspondence is being delivered in connection with the collection of such debt, please be advised that all communications between the named addressee and this law firm may be used to collect the debt. If you dispute the existence of the debt, you are required to notify this office within thirty days of your receipt of this message. Evidence of the debt will be mailed to the debtor using the address provided by the creditor or this office, upon request of the debtor.

Simons, Matthew

From: Megan Merlock Gliniecki <meganglinieckl@gmail.com>
Sent: Thursday, May 26, 2016 8:15 AM
To: Simons, Matthew
Subject: Starbucks on Colonial

Dear Norfolk Planning Commissioners:
I am a dedicated customer of Starbucks and I am writing in support of the proposed Starbucks relocation store in Ghent.
Each day I take my child to school at The Williams School in Ghent and I look forward to getting a cup of coffee at Starbucks in Ghent before heading to work as a professor at Virginia Wesleyan College in Norfolk. I would surely love the convenience of being able to take advantage of the proposed drive through on those days when my schedule is tight.
As a longtime fan of Starbucks, I wish to point out that the company is an excellent corporate citizen, offering health insurance and college tuition to its employees, and I understand from my conversations with staff at the Ghent store, that Starbucks will be increasing their number of employees the new store. Starbucks also helps local charities in Norfolk such as For Kids and Ronald McDonald House.
I think the proposed Starbucks will make a great addition to Ghent and I encourage the Commission to approve their application.
Thank you,

Dr. Megan Gliniecki
Virginia Wesleyan College
1584 Wesleyan Dr
Norfolk, VA 23502

Sent from my iPhone

Simons, Matthew

From: buzz crown <buzzcrown@verizon.net>
Sent: Thursday, May 26, 2016 2:53 PM
To: Simons, Matthew
Subject: Starbucks with drive thru colonial ave

Mr. Simons,

I own a quick service restaurant business on Colley Ave. in the Ghent section of Norfolk, and am writing to you to offer my support to the new Starbucks W/ Drive thru that is being proposed for Colonial Ave. Starbucks is a tough competitor, but at the same time, sets a high bar for customer service, employee relations, and aesthetic value. They are a company we surely try to emulate, and we welcome as a corporate neighbor.

In my opinion, wherever Starbucks goes, consumers follow and all business grows. Thanks so much for entertaining my note and I wish you all continued success.

Samuel T. Crown "Buzz"
CIH GHENT 2 LLC DBA Pita Pit
buzzcrown@verizon.net
757 348 2871

Simons, Matthew

From: Heather Bliss <heatherleebliss@gmail.com>
Sent: Wednesday, May 25, 2016 6:02 PM
To: Simons, Matthew
Subject: Starbucks Relocation

Dear Mr. Simons:

I am a resident of Norfolk (Colonial Place) and oppose the relocation of Ghent's Starbucks to 21st and Colonial. Not only do I feel the relocation that has been chosen is poor, but so is the addition of a drive-thru.

Ghent has a unique charm to it and adding such a drive through will distract from the character that Ghent has. I don't appreciate the drive throughs that are there now, but that is beyond the scope of this email. Furthermore, relocating Starbucks to 21st and Colonial does not support small business owners in the area by saturating a two block stretch of Colonial with two coffee houses.

To build a strong community we must support our small businesses and preserve the characteristics that make areas unique, which in turn wth draw patronage and continued growth. I am hopeful that others share in my opinion and oppose this motion as well.

I appreciate your time and attention in this matter and please help keep Ghent special.

Kindest Regards,
Heather Bliss

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: **Special Exception for the sale of alcoholic beverages for off-premises consumption at 257 Granby Street – Elixia**

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-9

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

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

III. **Request:** Special Exception for the sale of alcoholic beverages for off-premises consumption.

IV. **Applicant:** **Tiffany Kidwell-Gaylord**

V. **Description:**

- The site is located Downtown on the west side of Granby Street between W. Tazewell Street and College Place.
- The applicant proposes to offer beer for off-premises consumption at Elixia, a newly approved restaurant and entertainment establishment.

	Previous (Empire)	Proposed (Elixia)
Hours of Operation	11:00 a.m. until 2:00 a.m., Seven days a week	Same
Hours for the Sale of Alcoholic Beverages for Off-Premises Consumption	N/A	11:00 a.m. until 12:00 midnight, Seven days a week
Off-Premises Alcohol Types	N/A	No less than 32 oz. growlers

VI. Historic Resources Impacts

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

VII. Public Schools Impacts

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

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

Attachments:

- Staff Report to CPC dated May 26, 2016 with attachments
- Proponents and Opponents
- Ordinance

Proponents and Opponents

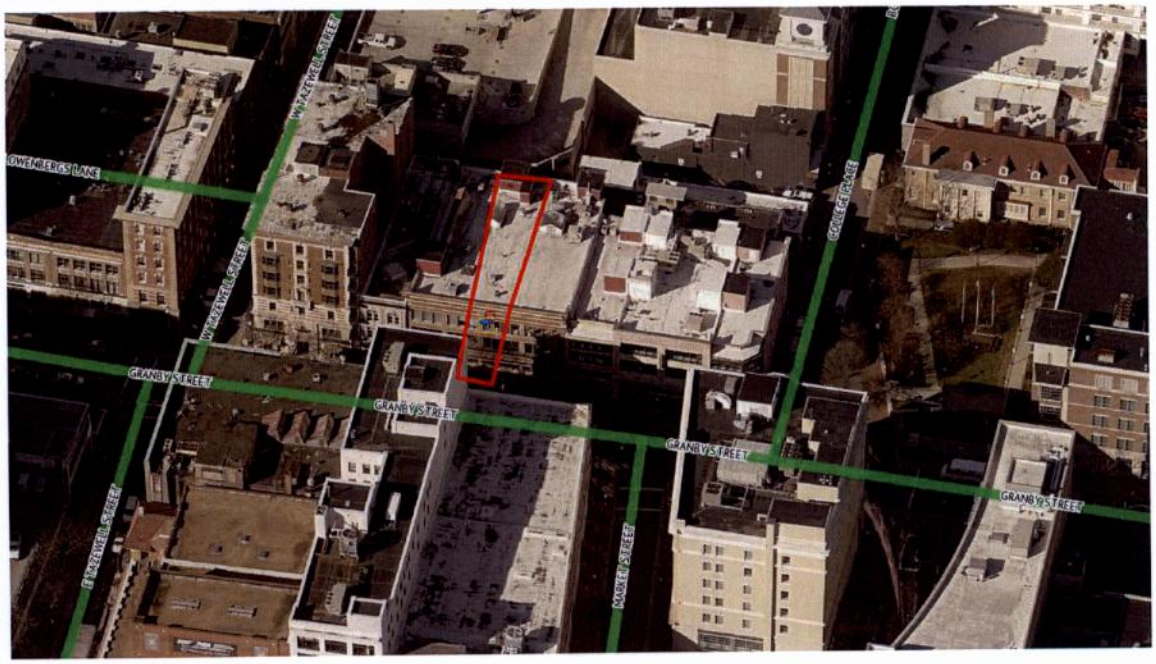
Proponents
None

Opponents
None

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: May 26, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Chris Whitney, CFM

Staff Report	Item No. 12	
Address	**257 Granby Street**	
Applicant	**Elixia**	
Request	**Special Exception**	**Sale of Alcoholic Beverages for Off-Premises Consumption**
Property Owner	Two Fifty-Five Granby, LLC	
Site Characteristics	Building Area/Space	27,681 sq. ft./2,500 sq. ft.
	Future Land Use Map	Downtown
	Zoning	D-3 (Freemason/Granby Conservation and Mixed Use) and HO-D (Downtown Historic Overlay)
	Neighborhood	Downtown
	Character District	Downtown
Surrounding Area	North	D-3: Subway, MacArthur Pharmacy
	East	D-3: The Governors School for the Arts, Harry's BBQ (vacant)
	South	D-3: Saint Germain, Ciniva web design
	West	D-3: Tidewater Community College, Harbor Heights condominiums



A. Summary of Request

- The site is located Downtown on the west side of Granby Street between W. Tazewell Street and College Place.
- The applicant proposes to offer beer for off-premises consumption at Elixia, a newly approved restaurant and entertainment establishment.

B. Plan Consistency

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

C. Zoning Analysis

i. General

The site is located in the D-3 district, which permits the proposed use by special exception.

	Previous (Empire)	Proposed (Elixia)
Hours of Operation	11:00 a.m. until 2:00 a.m., Seven days a week	Same
Hours for the Sale of Alcoholic Beverages for Off-Premises Consumption	N/A	11:00 a.m. until 12:00 midnight, Seven days a week
Off-Premises Alcohol Types	N/A	No less than 32 oz. growlers

- Special exception history:

City Council Approval	Applicant	Request
2001	Posh Dolche	Eating and Drinking Establishment
2002	Posh Dolche	Entertainment Establishment
2007	Posh Dolche	New owner/operator
January 2009 (revoked November 2009)	Posh Dolche	Add managers/operators
2010	Bootleggers	Entertainment Establishment
2011	Wonderbar	Entertainment Establishment
2012	Wonderbar	Add managers/operators
2013	Empire	Eating and Drinking Establishment

May 2016	Elixia	Entertainment Establishment
Pending	Elixia	Sale of alcoholic beverages for off-premises consumption

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

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

D. Transportation Impacts

- No new trips are forecast related to the proposed addition of off-premises alcohol sales at this existing restaurant.
- Granby Street adjacent to the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- This downtown site has good transit accessibility served with both frequent bus service and also light rail available at the nearby Monticello Station.
- Granby Street adjacent to the site is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

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

F. Public Schools Impacts

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

G. Environmental Impacts

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

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

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

J. Payment of Taxes

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

K. Civic League

- Notice was sent to the Downtown Norfolk Civic League and Downtown Norfolk Council on April 13.
- An email of no objection was received from the Downtown Norfolk Civic League on April 13.

L. Communication Outreach/Notification

- Legal notice was posted on the property on April 19.
- Letters were mailed to all property owners within 300 feet of the property on May 13.
- Legal notification was placed in *The Virginian-Pilot* on May 12 and May 19.

M. Recommendation

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

(a) The hours of operation for the establishment shall be limited to 11:00 a.m. until 2:00 a.m., seven days a week.

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

(c) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever is earlier.

(d) No alcoholic beverages other than those defined as "beer," "wine," "wine cooler," or "low alcohol beverage cooler," as defined by state law, shall be sold.

(e) No alcoholic beverage having more than 21% alcohol by volume shall be sold.

(f) Beer shall be sold only in growler containers, either sold on-premises or provided by the customer for refill, which are exclusively produced in bottles of 32 ounces or greater. No wine shall be sold or refilled in containers less than 375 ml each.

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

(h) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by

this Special Exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new Special Exception must be obtained prior to any such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

(i) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this Special Exception. This Special Exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(j) A copy of this Special Exception ordinance and "Exhibit A" shall be available on site at all times for inspection, and a notice indicating that this Special Exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

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

(l) At all times, all temporary window signage must comply with the applicable regulations of Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Signs."

Attachments

Location Map
Zoning Map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
Notice to the Downtown Norfolk Civic League and Downtown Norfolk Council
Email of no objection from the Downtown Norfolk Civic League

Proponents and Opponents

Proponents
None

Opponents
None

05/26/2016 lds

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved: CW

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE SALE OF ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION AT AN ESTABLISHMENT KNOWN AS "ELIXIA" ON PROPERTY LOCATED AT 257 GRANBY STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted to The Society, LLC authorizing the sale of beer and wine for off-premises consumption at an establishment known as "Elixia" on property located at 257 Granby Street. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 20 feet, more or less, along the western line of Granby Street beginning 112 feet, more or less, from the northern line of West Tazewell Street and extending northwardly; premises numbered 257 Granby Street.

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

(a) The hours of operation for the establishment shall be limited to 11:00 a.m. until 2:00 a.m. the following morning, seven days per week.

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

(c) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the

establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever is earlier.

(d) No alcoholic beverages other than those defined as "beer," "wine," "wine cooler," or "low alcohol beverage cooler," as defined by state law, shall be sold.

(e) No alcoholic beverage having more than 21% alcohol by volume shall be sold.

(f) Beer shall be sold only in refillable growler containers, either sold on-premises or provided by the customer, having a minimum volume capacity of 32 ounces. No wine shall be sold in containers less than 375 ml each.

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

(h) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this Special Exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new Special Exception must be obtained prior to any such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

(i) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this Special Exception. This Special Exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(j) A copy of this Special Exception ordinance and "Exhibit A" shall be available on site at all times for inspection, and a notice indicating that this Special Exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

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

(l) At all times, all temporary window signage must comply with the applicable regulations of Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Signs."

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

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

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

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

mitigate potential adverse impacts;

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

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

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

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

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

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

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

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

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

ATTACHMENT:
Exhibit A (2 pages)

EXHIBIT "A"
Description of Operations
Off-Premises Sale of Alcoholic Beverage

Date of Application: 4/8/16

Name of business: _____

Address of business: 257 Granby St Norfolk VA 23510

Name(s) of business owner(s)*: The Society, LLC

Name(s) of property owner(s)*: Bobby Wright

Name(s) of business manager(s)/operator(s): Tiffany Kidwell, David Hledik, Hunt, Her.

Daytime telephone number ( ): _____

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

1. Proposed Hours of Operation:

Facility			Alcoholic Beverage Sales		
Weekday	From 11:00 AM	To 2:00 AM	Weekday	From 11:00 AM	To 12:00 AM
Friday	From 11:00 AM	To 2:00 AM	Friday	From 11:00 AM	To 12:00 AM
Saturday	From 11:00 AM	To 2:00 AM	Saturday	From 11:00 AM	To 12:00 AM
Sunday	From 11:00 AM	To 2:00 AM	Sunday	From 11:00 AM	To 12:00 AM

2. Type of alcoholic beverage applied for:
☒ Beer ☐ Wine ☐ Mixed Beverage

3. Alcoholic beverages to be sold:
☐ Room temperature ☒ Refrigerated

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

4. As a general rule, the City does not approve selling beer in a single-sized serving container or selling wine in a bottle that is less than 375 milliliters. If you are seeking approval to sell servings that do not meet these criteria, please explain your justification as well as indicate what sizes you would sell:

_____

_____

_____
Signature of applicant/owner

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
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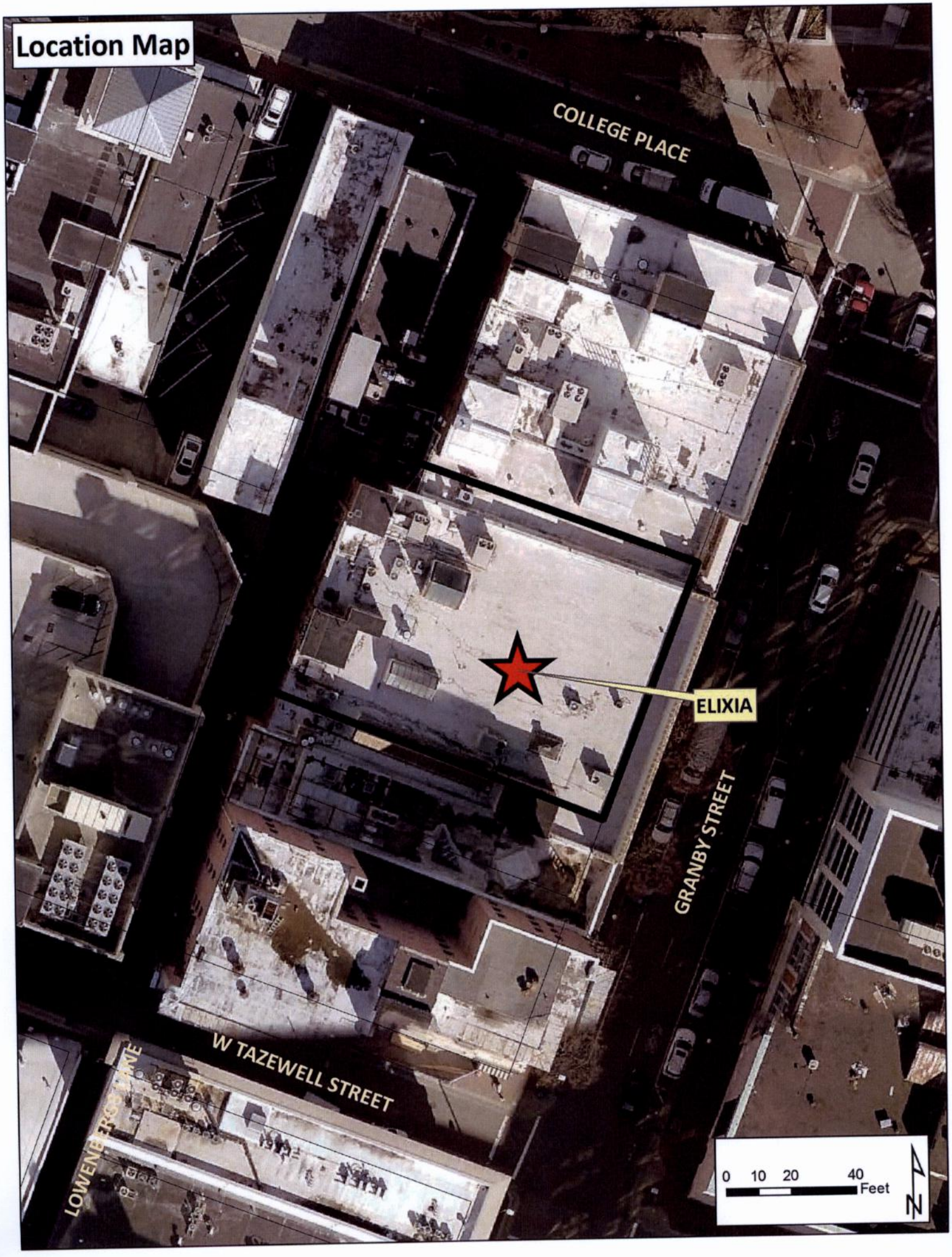
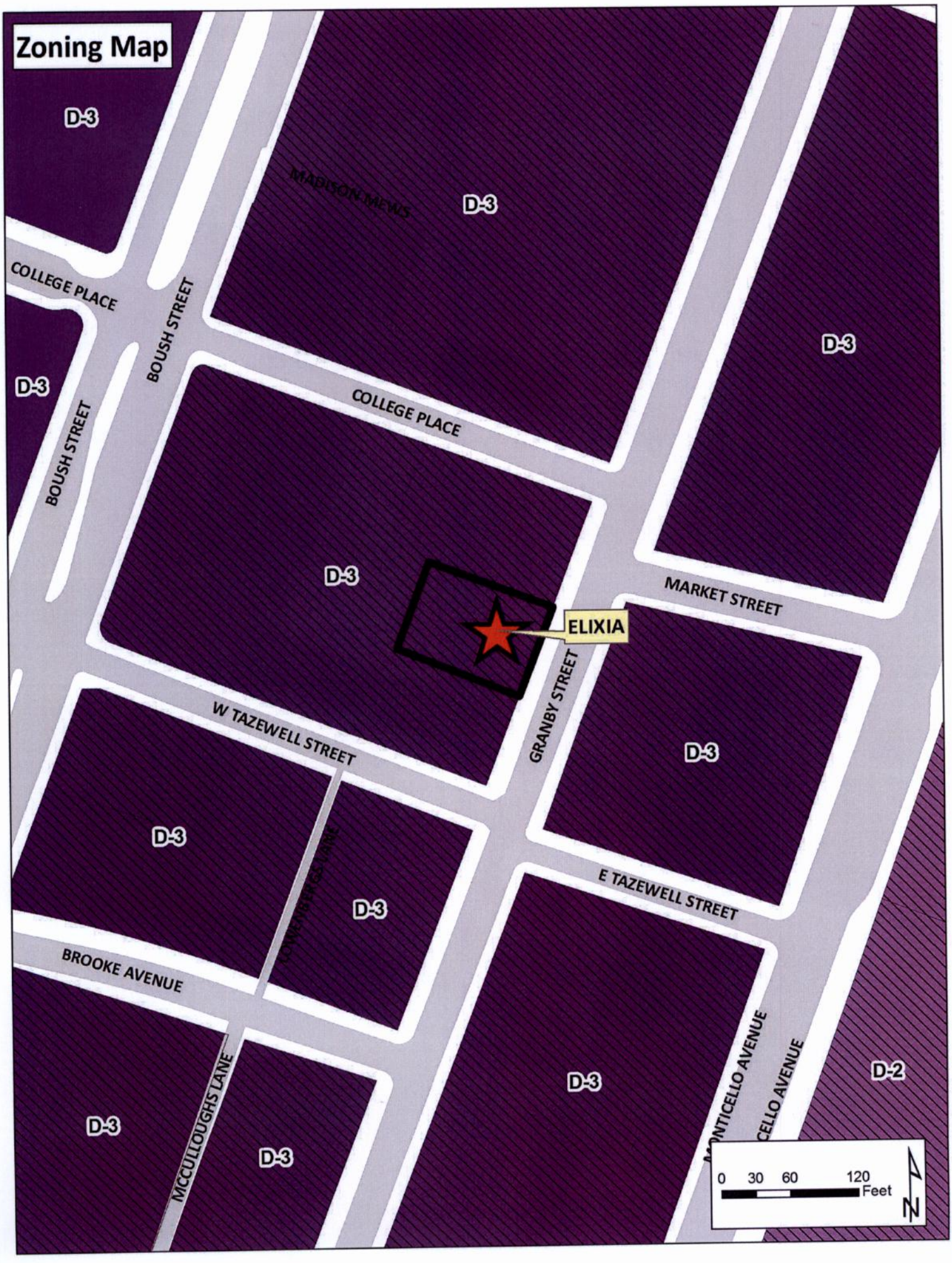
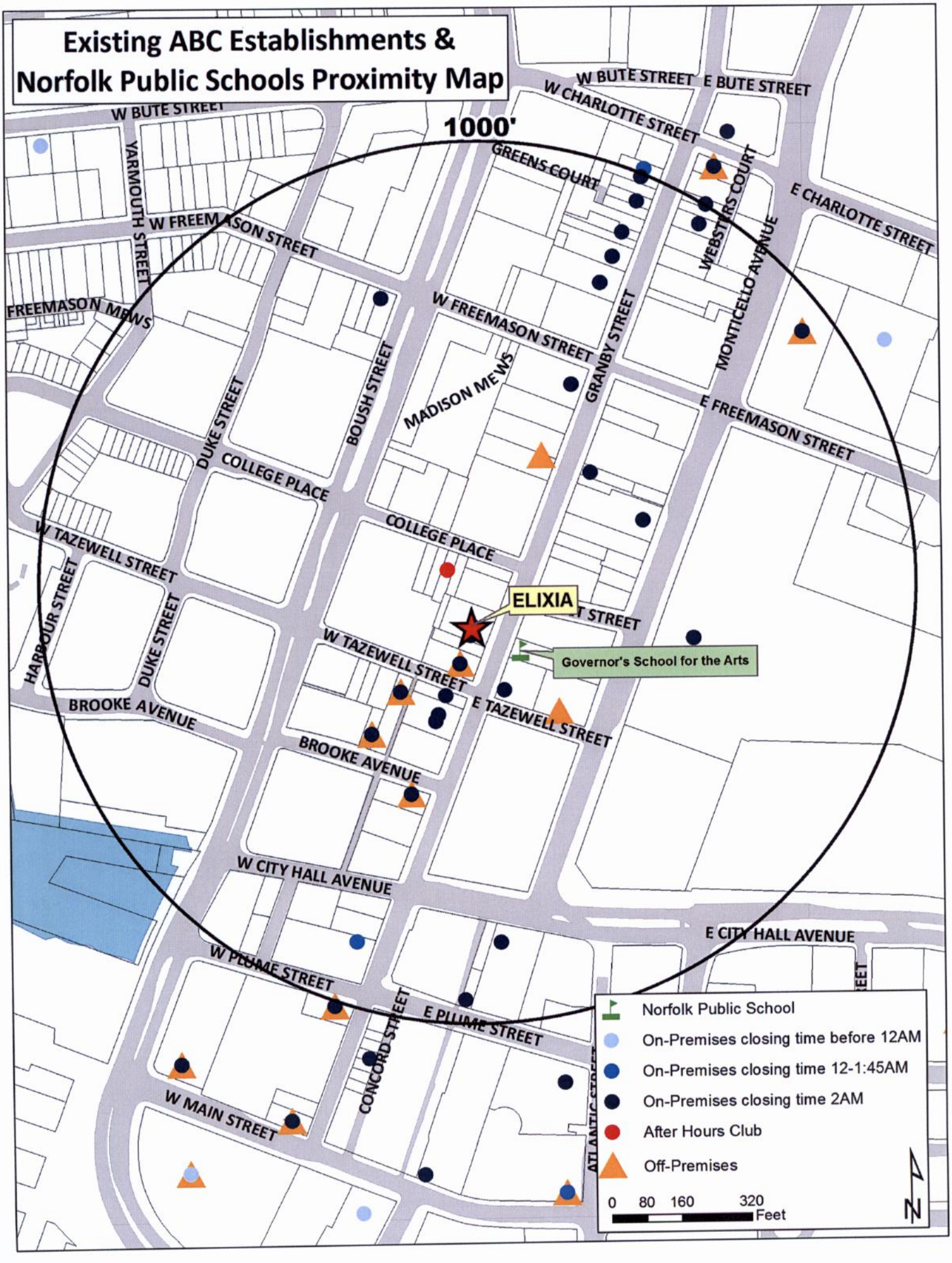

Location Map
COLLEGE PLACE
ELIXIA
GRANBY STREET
W TAZEWELL STREET
LOWENBERG LANE
0 10 20 40
Feet
N


Zoning Map
D-3
MADISON MEWS
D-3
COLLEGE PLACE
BOUSH STREET
D-3
D-3
BOUSH STREET
COLLEGE PLACE
D-3
D-3
MARKET STREET
ELIXIA
GRANBY STREET
D-3
W TAZEWELL STREET
D-3
D-3
E TAZEWELL STREET
BROOKE AVENUE
D-3
D-3
MCCULLOUGHS LANE
D-3
D-3
D-2
0 30 60 120
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
W BUTE STREET
E BUTE STREET
W CHARLOTTE STREET
E CHARLOTTE STREET
GREENS COURT
WEBSTERS COURT
MONTICELLO AVENUE
YARMOUTH STREET
W FREEMASON STREET
E FREEMASON STREET
FREEMASON MEWS
GRANBY STREET
BOUSH STREET
MADISON MEWS
DUKE STREET
COLLEGE PLACE
W TAZEWELL STREET
E TAZEWELL STREET
HARBOUR STREET
ELIXIA
Governor's School for the Arts
BROOKE AVENUE
W CITY HALL AVENUE
E CITY HALL AVENUE
W PLUME STREET
E PLUME STREET
CONCORD STREET
ATLANTIC STREET
W MAIN STREET
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION

Date of Application: _____

DESCRIPTION OF PROPERTY

Property location: (Street Number) 257 (Street Name) Granby St Norfolk VA 23510

Existing Use of Property Eating and Drinking Establishment

Current Building Square Footage 2500 sq

Proposed Use SAME

Proposed Building Square Footage 2500 sq

Trade Name of Business (If applicable) _____

TIFFANY Kidwell, DAVID HIEDIK, HUNTER HERI

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

1. Name of applicant: (Last) Kidwell-Gaylord (First) Tiffany (MI) Ann

Mailing address of applicant (Street/P.O. Box): 1628 Duke of Windsor Rd

(City) Virginia Beach (State) VA (Zip Code) 23454

Daytime telephone number of applicant (757) 724-0096 Fax ( ) _____

E-mail address of applicant: TiffanyKidwell1@gmail.com

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

2. Name of applicant: (Last) HENN (First) Rick (MI) J

Mailing address of applicant (Street/P.O. Box): 1400 GRANBY ST UNIT 407

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

Daytime telephone number of applicant (757) 615-6905 Fax ( )

E-mail address of applicant: RICKHENNCONSULTING@GMAIL.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) WRIGHT (First) BOBBY (MI)

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

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

Daytime telephone number of owner (757) 472-9393 email: BOBBY@THEWRIGHTSITES.COM

CIVIC LEAGUE INFORMATION

Civic League contact: _____

Date(s) contacted: _____

Ward/Super Ward information: _____

REQUIRED ATTACHMENTS:

- ✓ Required application fee, **$355.00** (if check, make payable to the City of Norfolk).
  - Application fee includes a non-refundable $5 technology surcharge.
- ✓ One 8½ x 14 inch or 11 x 17 inch copy of a physical survey, drawn to scale and showing site conditions and improvements (including portions of the right-of-way to the curb line):
  - Existing and proposed building structures
  - Driveways
  - Parking
  - Landscaping
  - Property lines (see attached example)
- ✓ One 8 ½ x 14 inch or 11 x 17 inch copy of a conceptual site plan drawn to scale and showing all proposed site improvements, landscaping, drive aisles and parking with dimensions, and proposed changes to parcel/property lines (including lease lines) if applicable.
- ✓ One 8½ inch X 11 inch copy of a floor plan drawn to scale showing where cold and/or room temperature alcoholic beverages will be sold. (see attached example).
- ✓ Completed Exhibit A, Description of Operations (attached).
- ✓ Please provide a brief description of the business (i.e., # of employees, current locations, type of restaurant, etc…).

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

Print name: Robert Wright **Sign:** [signature] 4/08/16
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Tiffany Kowell-Gaylord **Sign:** [signature] 4/8/2016
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: [signature] **Sign:** Rick Heaton 4/8/16
(Authorized Agent Signature) (Date)

DEPARTMENT OF CITY PLANNING
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(Revised January, 2015)

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Off-Premises Sale of Alcoholic Beverage

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Saturday	From 11:00 AM	To 2:00 AM	Saturday	From 11:00 AM	To 2:00 AM
Sunday	From 11:00 AM	To 2:00 AM	Sunday	From 11:00 AM	To 2:00 AM

2. Type of alcoholic beverage applied for:
☒ Beer ☐ Wine ☐ Mixed Beverage

3. Alcoholic beverages to be sold:
☐ Room temperature ☒ Refrigerated

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_____

_____

_____
Signature of applicant/owner

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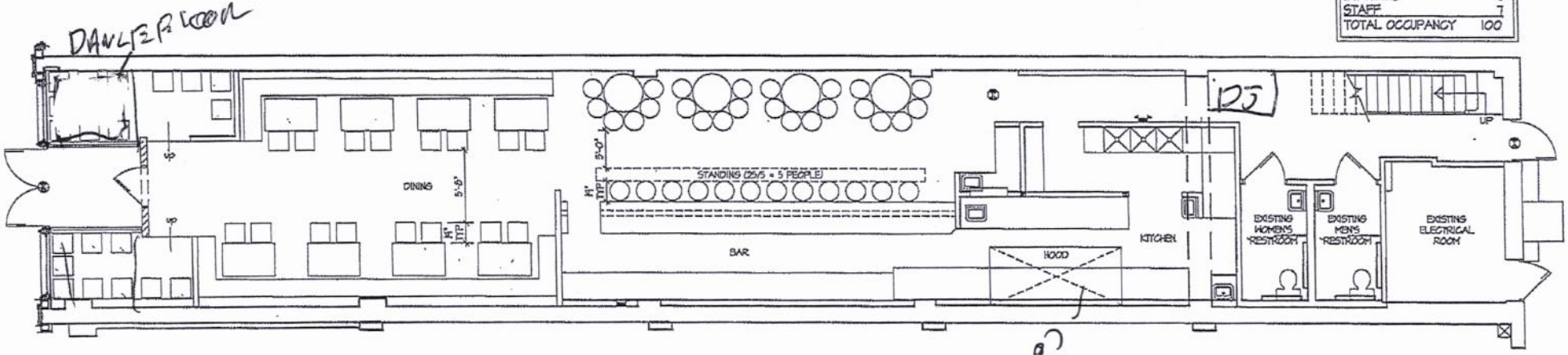
OCCUPANCY CALCULATIONS	
INDOOR SEATS	76
BAR SEATS	12
STANDING	5
STAFF	7
TOTAL OCCUPANCY	100



EMPIRE: 257 GRANBY STREET, NORFOLK, VIRGINIA

NTS

LEGEND

- • IRON ROD/PIPE FOUND
- ■ R.R. SPIKE FOUND
- P.K. NAIL FOUND
- FENCE POST FOUND & USED
- ● DRILL HOLE FOUND
- ☼ LIGHT POLE
- ☐ DRAIN INLET

BLDG.	BUILDING
ELEC. TRANS.	ELECTRIC TRANSFORMER
STM. M.H.	STORM MANHOLE
M.H.	MANHOLE
R.O.W.	RIGHT OF WAY
M.B.	MAP BOOK
D.B.	DEED BOOK
P.I.	POINT OF INTERSECTION
N/F	NOW OR FORMERLY
RCP	REINFORCED CONCRETE PIPE

- • CONCRETE ACCENT LIGHTING BASE
- · 4' LAMP POST
- ⊠ LIGHT POLE ON CONCRETE BASE
- CURB DROP INLET
- S.C.O. SANITARY CLEAN OUT
- SPRINKLER CONTROL VALVE
- WATER VALVE
- FIRE HYDRANT
- HANDICAPPED PARKING SIGN
- DIRECTION OF FLOW
- —x— FENCE LINE
- —O/E— OVERHEAD POWER LINE
- FIREWALL
- BREAK POINT
- ○ IRON ROD/PIPE SET
- ■ R.R. SPIKE SET
- (A) INSTRUMENT DISTANCE
- (D) DEED DISTANCE

STATEMENT OF ENCROACHMENTS

N/A

SCHEDULE "B" ITEMS PER COMMITMENT FOR TITLE INSURANCE DATED JUNE 12, 2006 ISSUED UNDER 182459

12. EASEMENT TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, AS RECORDED IN THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA, IN DEED BOOK 1808, PAGE 122. (AS SHOWN ON SURVEY)

GENERAL NOTES

1. SUBJECT PROPERTY CONTAINS 20,103 SQUARE FEET or 0.46 ACRES (INCLUDING EASEMENTS AND RESERVATIONS).
2. ALL UTILITIES SERVING PROPERTY ARE UNDERGROUND UNLESS NOTED.
3. BEARING SYSTEM BASED ON RECORDED PLAT MAP BOOK 10 PAGE 10.
4. SUBJECT PROPERTY IS ZONED D-3. NO APPLICABLE BUILDING SETBACKS.
5. THE INSTRUMENTATION AND FIELD PROCEDURES UTILIZED IN THE PREPARATION OF THE SURVEY WERE TRAVERSE AND ELECTRONIC THEODOLITE AND THAT A MINIMUM LINEAR CLOSURE OF 1:15000 WAS OBTAINED.
6. NO ON-SITE PARKING PROVIDED.
7. ALL INGRESS/EGRESS TO THE PROPERTY IS FROM PUBLIC RIGHT-OF-WAYS.
8. ALL UTILITIES CONNECT TO THE PROPERTY THROUGH A PUBLIC RIGHT-OF-WAY OR AN INSURED EASEMENT.
9. ALL EXTERIOR BUILDING WALLS ARE LOCATED ALONG THE PROPERTY LINES, EXCEPT AS SHOWN.
10. THERE ARE NO VISIBLE GAPS OR GORES ALONG PROPERTY LINES AS DESCRIBED.

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE C OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 510104-0017D, REVISED DATE OF APRIL 17, 1984. EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE.

GRAPHIC SCALE

(IN FEET)

COMMONWEALTH OF VIRGINIA
WARD M. HOLMES
CERTIFICATE No. 1186
LAND SURVEYOR

VICINITY MAP SCALE: 1" = 1000'

SURVEYOR'S CERTIFICATE

JUNE 30, 2006

THE UNDERSIGNED, BEING A DULY LICENSED AND QUALIFIED SURVEYOR IN AND FOR THE STATE OF VIRGINIA DOES HEREBY CERTIFY TO: GRANBY STREET, LLC & FIRST AMERICAN TITLE TITLE INSURANCE COMPANY.

THAT THIS SURVEY PRINT IS A TRUE AND ACCURATE SURVEY BASED ON AN INSPECTION OF THE FOLLOWING DESCRIBED REAL ESTATE (THE "PREMISES"):

LEGAL DESCRIPTION

Parcel 1:
ALL THAT certain lot, piece, or parcel of land, together with all the buildings and improvements thereon and all of the rights, privileges, and appurtenances thereunto appertaining, lying, situate, and being on the western side of Granby Street between Tazewell Street and College Place, in the City of Norfolk, Virginia, the said improvements being now numbered 255 to 263, inclusive, Granby Street, according to the present numbering of buildings on said street, which said piece or parcel of land is more particularly bounded and described as follows to-wit:

BEGINNING at a point on the western line of Granby Street which said point is distant eighty-one (81) feet in a northerly direction along said western line of Granby Street from its intersection with the northern line of Tazewell Street and from said point of beginning running thence in a westerly direction and parallel with Tazewell Street a distance of one hundred fourteen and ninety-nine hundredths (114.99) feet (D) 115.00 (A) to a point; thence in a northerly direction and parallel with Granby Street a distance of seventy-eight and ninety-eight hundredths (78.98) feet (D) 78.87(A) to the southern line of the property which was conveyed to W.B. Rogers by Sallie Tazewell and Ella W. Tazewell by their deed bearing date of the 8th day of May, 1863, and duly of record in the Office of the Clerk of the Circuit Court of the City of Norfolk, Virginia, in Deed Book 60, at page 197; thence in an easterly direction, along the southern line of the said Rogers lot, eight and three tenths (8.30) feet(D) 8.81(A) to the southeastern corner of the said Rogers lot; thence in a northerly direction, inclining toward Granby Street and along the eastern line of the said Rogers lot, a distance of two and sixty-five hundredths (2.65) feet(D) 2.56(A) to the southwestern corner of the land now or formerly belonging to C.W. Fentress and formerly belonging to Newton; thence in an easterly direction along the southern line of the said Fentress property one hundred five and seventy-five hundredths (105.75) feet(D) 106.21(A) to the western line of Granby Street; and thence in a southerly direction along the western line of Granby Street eighty-three and eighty-three hundredths (83.83) feet(D) 83.87(A) to the point of beginning; the said parcel of land being composed of a portion of Lots One (1), Two (2), and Three (3), in Block 8, as shown on a certain plat recorded in Map Book 1, page 20.

Together with a perpetual right of way or easement to be used in common with the owners of the other property abutting thereon, for right of way across a certain lane or alley in the rear of the above-described premises as reserved in two certain deeds from American Contracting Company, one to Hotel Corporation of Norfolk, dated June 12, 1905, and recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Deed Book 146-B, page 267, and the other to Royal Realty Corporation, dated September 25, 1905, and recorded in said Clerk's Office in Deed Book 147-B, page 468.

Reference is made to a plat of physical survey of said property of record in the aforesaid Clerk's Office in Map Book 11, at page 6.

Parcel 2:
ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon, situated in the City of Norfolk, Virginia, and designated as 265 – 271 Granby Street, as shown on a plat prepared by Baldwin & Gregg, Civil Engineers & Surveyors, dated January 2, 1962, and entitled "Physical Survey of #265-275 Granby Street and #103 & #105 College Place, Property of S.L. Slover Corporation, Norfolk, Virginia", which plat is duly recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Map Book 19, at page 10.

BEGINNING at a point on the west side of Granby street 25.68 feet south of the southwest intersection of Granby Street and College Place as marked by a drill hole in the concrete sidewalk; thence along the west side of Granby Street S 0 degrees 00' 00" E, 74.48 feet to a point in the concrete sidewalk, said point being on the extension of the center line of a two-foot party wall between #265 and #263 Granby Street; thence S 89 degrees 59' 58" W, 106.21 feet to and along said center line of said party wall and to a point in a concrete lane; thence N 0 degrees 28' 15" W, 75.08 feet to a point in the southern line of College Place said line also being on the extension of the center line of a two-foot party wall between #271 & #273 Granby Street, thence N 89 degrees 59' 58" E along said center line a distance of 106.70' to the point of beginning.

Parcel 3:
ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon and the rights, privileges and appurtenances thereto belonging, situate in the City of Norfolk, Virginia, and designated as 273 – 275 Granby Street and 103 – 105 College Place on a plat prepared by Baldwin & Gregg, Civil Engineers & Surveyors, dated January 2, 1962, and entitled "Physical Survey of #265 – #275 Granby Street and # 103 and # 105 College Place PROPERTY OF S.L. SLOVER CORPORATION, NORFOLK, VIRGINIA", duly recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Map Book 19 at Page 10; and more particularly described with reference to said plat follows, to-wit:

BEGINNING at the southwest intersection of Granby Street and College Place as marked by a drill hole in the concrete sidewalk; thence along the west side of Granby Street S 0 degrees 00' 00" E, 25.68 feet to a point in the concrete sidewalk, said point being on the extension of the center line of a two-foot party wall between #271 and #273 Granby Street; thence S 89 degrees 59' 58" W, 106.69(D) 106.70(A) feet to and along said center line of said party wall and to a point in a concrete lane; thence N 0 degrees 28' 15" W, 24.29 feet to a point in the southern line of College Place said line being also along the exterior wall of #275 Granby Street, thence N 88 degrees 15' 30" E along said exterior wall a distance of 105.90' to the point of beginning.

I HEREBY CERTIFY TO IDS LIFE INSURANCE COMPANY, ITS SUCCESSORS AND/OR ASSIGNS; 255 GRANBY, LLC; 265 GRANBY, L.L.C., 273 GRANBY, LLC, 332 GRANBY LLC; FIRST AMERICAN TITLE INSURANCE COMPANY. THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION ON JUNE 30, 2006; THIS SURVEY HAS BEEN PREPARED (I) IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", ADOPTED IN 1999, INCLUDING TABLE A ITEMS 1-4, 6, 7(a), (b), (c), 8-10, 11(b) AND 14-16; AND (II) PURSUANT TO ACCURACY STANDARDS, IN EFFECT ON THE DATE OF THIS CERTIFICATION, AND THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS, WHICH CONTROL LAND BOUNDARIES FOR ALTA\ACSM LAND TITLE SURVEYS. NONE OF THE BUILDINGS SHOWN ENCROACH ON ANY STREET, TITLE OR BUILDING LINES, NOR ARE THERE ENCROACHMENTS BY IMPROVEMENTS FROM ADJOINING PROPERTIES, EXCEPT AS SHOWN.

DATE: 6-30-06

SIGNED: [signature]
WARD M. HOLMES L.S.

ALTA/ACSM SURVEY
OF
PROPERTIES LOCATED AT 255-275 GRANBY STREET
NORFOLK, VIRGINIA

ADDRESS: 255, 265, 273 GRANBY STREET NORFOLK, VIRGINIA
JOB NO.: [illegible] SCALE: 1" = 20' DATE: 6-30-06 REVISED: 10-4-06 SHEET 1 OF 1

WARD M. HOLMES
LAND SURVEYOR, P.C.
2225 Granby Street, Norfolk, Virginia 23517

Whitney, Chris

From: Straley, Matthew
Sent: Wednesday, April 13, 2016 10:55 AM
To: 'dncl@welovenorfolk.org'; Miller, Mary
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Whitney, Chris
Subject: new Planning Commission application
Attachments: KidwellGaylord.pdf

Ms. Miller and Mr. Murphy,

Attached please find the application for a special exception to permit the sale of alcoholic beverages for off-premises consumption at 257 Granby Street.

The item is tentatively scheduled for the May 26, 2016 Planning Commission public hearing.

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

Thank You.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

Whitney, Chris

From: Kevin R. Murphy <krmurphy@verizon.net>
Sent: Wednesday, April 13, 2016 11:02 AM
To: Straley, Matthew
Subject: RE: new Planning Commission application
Attachments: KidwellGaylord.pdf

Matthew,

The DNCL will not object to this application.

Kevin

From: Straley, Matthew [mailto:Matthew.Straley@norfolk.gov]
Sent: Wednesday, April 13, 2016 10:55 AM
To: dncl@welovenorfolk.org; Miller, Mary <mmiller@downtownnorfolk.org>
Cc: Whibley, Terry <Theresa.Whibley@norfolk.gov>; Winn, Barclay <barclay.winn@norfolk.gov>; Howard, Oneiceia <Oneiceia.Howard@norfolk.gov>; Whitney, Chris <Chris.Whitney@norfolk.gov>
Subject: new Planning Commission application

Ms. Miller and Mr. Murphy,

Attached please find the application for a special exception to permit the sale of alcoholic beverages for off-premises consumption at 257 Granby Street.

The item is tentatively scheduled for the May 26, 2016 Planning Commission public hearing.

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

Thank You.

Matthew Straley
GIS Technician II

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

Connect with us:
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City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: **Special exception to operate an automobile and truck repair facility at 5880 Poplar Hall Drive – Dale Stocks, Sr.**

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

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-10

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

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

III. **Request:** Special exception – automobile and truck repair.

IV. **Applicant:** **Dale Stocks, Sr.**

V. **Description:**

- The site is located on the north side of Poplar Hall Drive to the south of the Military Circle Mall.
- The request is to bring the existing nonconforming automobile and truck repair facility into compliance.
- The site is currently developed with Dale's Train Station, a retail establishment, and multiple other commercial uses including three automobile repair businesses.
- Automobile repair has been operating on this site prior to the current regulations requiring a special exception and the use is legally nonconforming.
- The applicant proposes to intensify the site by constructing a communication tower thus requiring the site to come into compliance by obtaining a special exception to operate automobile repair.
- A special exception is also required for the commercial communication tower.

VI. **Historic Resources Impacts**

The site is not located in any local, state or federal historic district.

VII. Public Schools Impacts

The site is located in the Fairlawn Elementary, Lake Taylor Middle, and Booker T. Washington School zones.

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

Attachments:

- Staff Report to CPC dated May 26, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: May 26, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Staff: Susan Pollock Hart, CFM

Staff Report	Item No. 8	
Address	**5880 Poplar Hall Drive**	
Applicant	**Dale Stocks Sr.**	
Request	**Special Exception**	**Automobile and Truck Repair**
Property Owner	Daley Company, LC	
Site Characteristics	Site Area	1.3 Acres
	Zoning	**C-2 (Corridor Commercial)**
	Neighborhood	Military Circle/Glenrock
	Character District	Suburban
Surrounding Area	North	C-3 (Retail Center): Sears auto repair facility (vacant); Military Circle Mall
	East	R-13 (Moderate Density Multi-Family): multi-family
	South	Conditional C-2: Office site; R-6 (Single-Family)
	West	C-3 (Retail Center): Sears auto repair facility (vacant); Military Circle Mall

A. Summary of Request

- The site is located on the north side of Poplar Hall Drive to the south of the Military Circle Mall.
- The request is to bring the existing nonconforming automobile and truck repair facility into compliance.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The site is currently developed with Dale's Train Station, a retail establishment, and multiple other commercial uses including three automobile repair businesses.
- Automobile repair has been operating on this site prior to the current regulations requiring a special exception and the use is legally nonconforming.
- The applicant proposes to intensify the site by constructing a communication tower thus requiring the site to come into compliance by obtaining a special exception to operate automobile repair.
- A special exception is also required for the commercial communication tower.

ii. Parking

- The site is located in the Suburban Character District which requires:
  - One parking spaces per 250 square feet of commercial/office space (55 spaces)
  - For automobile repair, three parking spaces per bay (three bays requires 9 parking spaces)
  - The applicant has provided two parking spaces for the tower.
  - In total, 66 parking spaces are required and 73 are provided.

iii. Flood Zone

- The property is in an X (Low to Moderate) Flood Zone which is not a special flood hazard zone.

D. Transportation Impacts

- The site is currently operating with four service bay and the addition of a communication tower would not generate any additional vehicle trips per day.
- The site is near transit service with the major Hampton Roads Transit Military Circle transfer station servicing four separate routes (15 –Military, 20-Virginia Beach, 23-Princess Anne and 25-Newtown) near the site.

E. Historic Context and Impacts

The site is not located in any local, state or federal historic district.

F. Public School Impacts

The site is located in the Fairlawn Elementary, Lake Taylor Middle, and Booker T. Washington School zones.

G. Impact on the Environment

The applicant proposes to provide landscaping on the site along Poplar Hall Drive and around the dumpster.

H. Impact on Surrounding Area/Site

- The site is generally surrounded by commercial uses.
- The continued use of the site for automobile repair would not have a negative impact on the surrounding land uses.

I. Payment of Taxes

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

J. Civic League

A letter was sent to the Glenrock Civic League on April 13.

K. Communication Outreach/Notification

- Legal notice was posted on the property on April 19.
- Letters were mailed to all property owners within 300 feet of the property on May 13.
- Legal notification was placed in *The Virginian-Pilot* on May 12 and May 19.

L. Recommendation

Staff recommends that the special exception for automobile and truck repair be **approved** subject to the following conditions:

(a) The hours of operation for the facility shall be from 10:00 a.m. until 6:00 p.m., Monday through Friday and from 10:00 a.m. to 2:00 p.m., Saturday and Sunday.

(b) Only three automobile and truck repair businesses shall operate from the site and only four bays, as identified on the attached landscape plan, shall be used for automobile and truck repair.

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

(d) Subject to any limitation or preemption that may exist by operation of state law, an oil/water separator or other device approved by the city's Department of Public Works sufficient to capture leaks or spills related to the operation of the facility shall be installed and a hazardous materials management plan shall be prepared and submitted to the Department of Planning detailing the methods to be employed on the property in

order to minimize the infiltration into groundwater or surface waters of petroleum-based materials or other waste associated with the dispensing and handling of fuel or other potentially hazardous liquids. The use allowed by this special exception shall not commence until after this management plan is approved. Once approved, the plan shall be fully and continuously implemented.

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

(f) The parking lot shall be striped in accordance with attached site plan.

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

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

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

(j) Dumpsters shall be gated and not visible from any public right-of-way, and will be screened.

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

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

(m) All automobile and truck repair facilities on the site shall maintain a current, active business license at all times while in operation.

(n) No final approvals shall be provided to any new structure on the site prior to the implementation of the improvements indicated on the attached landscape plan.

Attachments
Zoning Map
Location Map
Application
Letter to Glenrock Civic League

Proponents and Opponents

Proponents

C.E. Forehand – Representative
219 Sir Oliver Road
Norfolk, VA 23505

Opponents

None

05/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF AN AUTOMOBILE REPAIR FACILITY ON PROPERTY LOCATED AT 5880 TO 5888 POPLAR HALL DRIVE.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the operation of an Automobile Repair facility on property located at 5880 to 5888 Poplar Hall Drive. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 223 feet, more or less, along the northern line of Poplar Hall Drive, beginning 722 feet, more or less, from the western line of Glenrock Road and extending westwardly; premises numbered 5880 to 5888 Poplar Hall Drive.

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

(a) The hours of operation for the facility shall be limited to 10:00 a.m. until 9:00 p.m. Monday through Friday and 10:00 a.m. until 2:00 p.m. on Saturday and Sunday. No use of the facility outside of the hours of operation listed herein shall be permitted.

(b) Only three (3) automobile and truck repair businesses shall operate from the site and only four (4) repair bays, in accordance with those identified on the landscape plan attached hereto and marked as "Exhibit A" shall be used for automobile and truck repair.

(c) The use of temporary signs shall comply with Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended). The use of feather

signs, flag signs, and pennants is expressly prohibited.

(d) Subject to any limitation or preemption that may exist by operation of state law, an oil/water separator or other device approved by the city's Department of Public Works sufficient to capture leaks or spills related to the operation of the facility shall be installed and a hazardous materials management plan shall be prepared and submitted to the Department of Planning detailing the methods to be employed on the property in order to minimize the infiltration into groundwater or surface waters of petroleum-based materials or other waste associated with the dispensing and handling of fuel or other potentially hazardous liquids. The use allowed by this special exception shall not commence until after this management plan is approved. Once approved, the plan shall be fully and continuously implemented.

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

(f) The parking lot shall be striped in accordance with attached landscape plan attached hereto and marked as "Exhibit A."

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

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

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

(j) Dumpsters shall be gated and not visible from any public right-of-way, and will be screened.

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

(l) No vehicle associated with this facility shall be parked or displayed in any public right-of way, on

any unimproved surface, or within any sight distance triangle.

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

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

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

(p) All automobile and truck repair facilities and other businesses on the site shall maintain a current, active business license at all times while in operation.

(q) No final approvals, including no final approval of all building permits, shall be issued with regard to any new structure on the site until all improvements indicated on the landscape plan attached hereto and marked as "Exhibit A" have been fully implemented.

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

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

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

(c) The proposed use and development will not have an

adverse effect upon the character of the area or the public health, safety and general welfare. Conditions may be applied to the proposed use and development, as specified in section 25-8 below, to mitigate potential adverse impacts;

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

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

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

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

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

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

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

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

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

ATTACHMENT:
Exhibit A (1 page)

Exhibit A

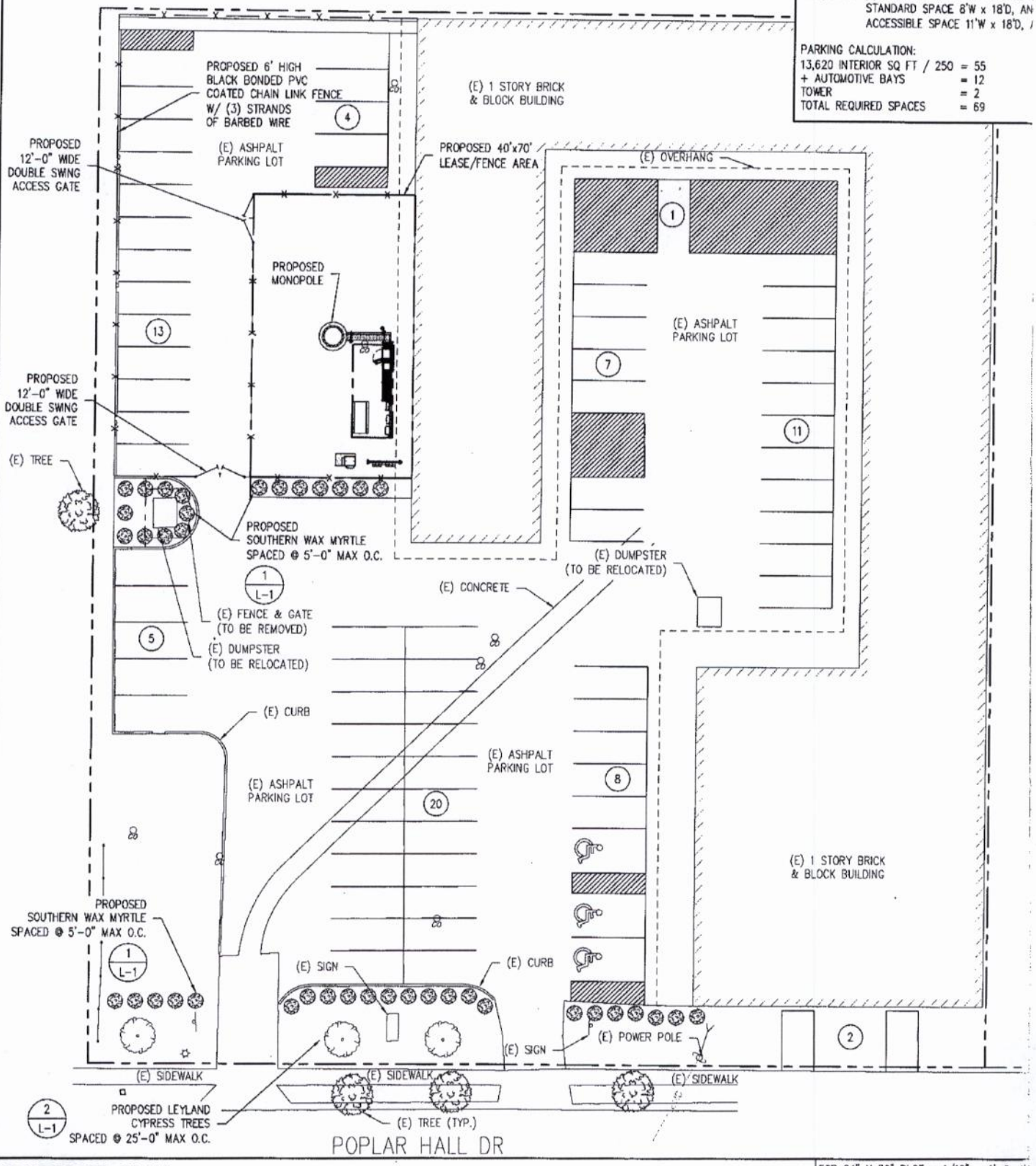
PLANTING SCHEDULE							
TYPE	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	SPREAD	QUANTITY	REMARKS
CL	CUPRESSOCYPARIS LEYLANDII	LEYLAND CYPRESS	2 1/2" MIN.	8'	25' O.C.	3	FULL, DENSE. PLANT AS SHOWN
MC	MYRICA CERIFERA	SOUTHERN WAX MYRTLE	–	3'-5'	18"-30"	40	FULL, DENSE. PLANT AS SHOWN

*TREE CONTAINER TO BE MIN. 25 GAL OR EQUIVALENT BALL AND BURLAP.

PARKING REQUIREM	
PARKING TOTALS	[REQUI
STANDARD SPACES	69*
ACCESSIBLE SPACES	3
GRAND TOTALS:	

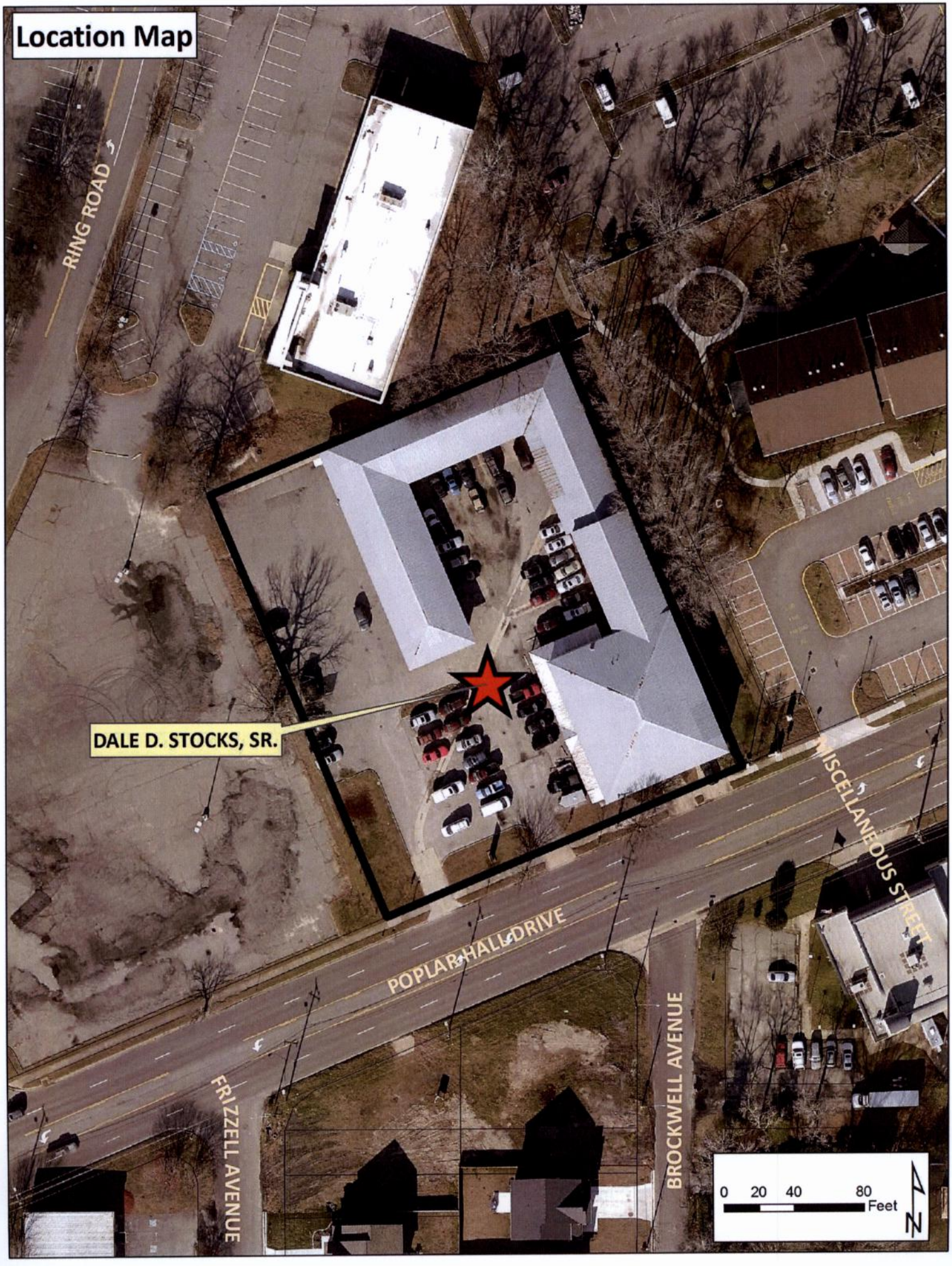
*REQUIRED: (1) PARKING FOR EACH 250 SQUA
STANDARD SPACE 8'W x 18'D, AN
ACCESSIBLE SPACE 11'W x 18'D, /

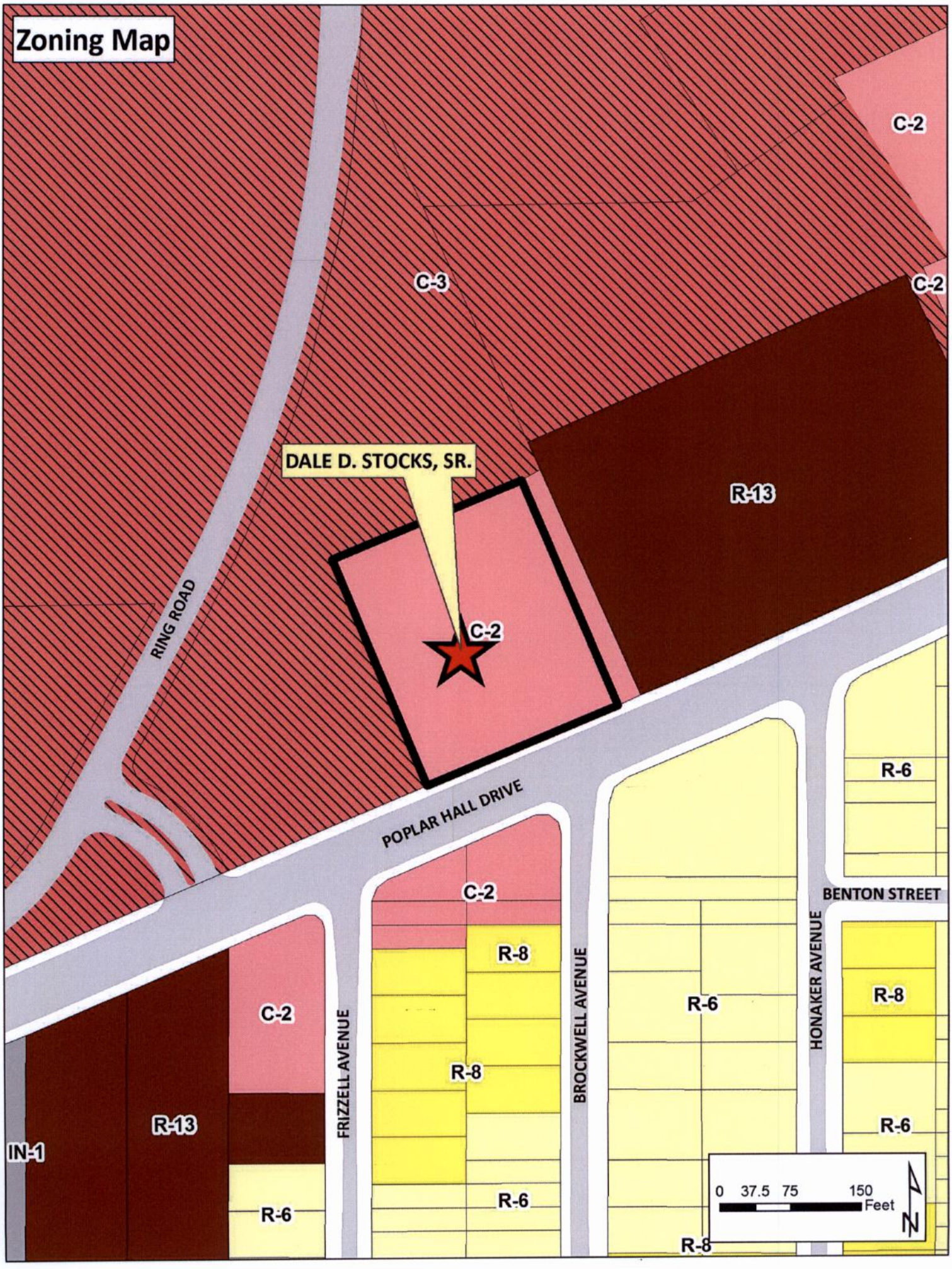
PARKING CALCULATION:
13,620 INTERIOR SQ FT / 250 = 55
+ AUTOMOTIVE BAYS = 12
TOWER = 2
TOTAL REQUIRED SPACES = 69

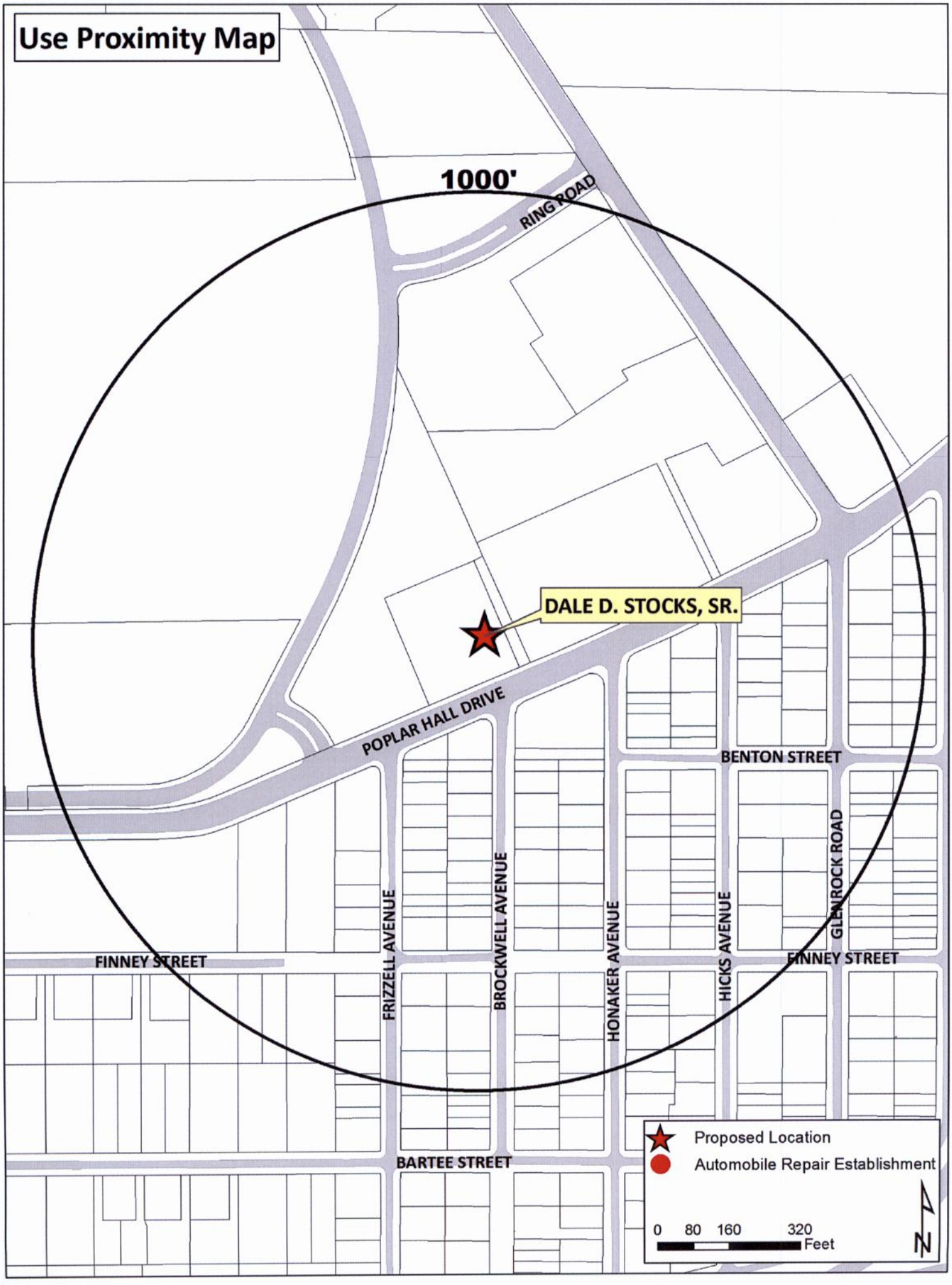


LANDSCAPE PLAN

FOR 24" X 36" PLOT – 1/16" = 1' 0 4
FOR 11" X 17" PLOT – 3/64" = 1'


Location Map
RING ROAD
DALE D. STOCKS, SR.
POPLAR HALL DRIVE
MISCELLANEOUS STREET
BROCKWELL AVENUE
FRIZZELL AVENUE
0 20 40 80
Feet
N


Zoning Map
C-2
C-3
C-2
DALE D. STOCKS, SR.
R-13
C-2
RING ROAD
POPLAR HALL DRIVE
R-6
BENTON STREET
C-2
R-8
R-6
HONAKER AVENUE
BROCKWELL AVENUE
FRIZZELL AVENUE
C-2
R-8
R-8
R-13
IN-1
R-6
R-6
R-6
0 37.5 75 150 Feet
N


Use Proximity Map
1000'
RING ROAD
DALE D. STOCKS, SR.
POPLAR HALL DRIVE
BENTON STREET
FINNEY STREET
FINNEY STREET
FRIZZELL AVENUE
BROCKWELL AVENUE
HONAKER AVENUE
HICKS AVENUE
GLENROCK ROAD
BARTEE STREET
Proposed Location
Automobile Repair Establishment
0 80 160 320
Feet
N

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Automobile Repair.

Date of application: 3-30-16

DESCRIPTION OF PROPERTY

Property location: (Street Number) 5880 (Street Name) Poplar Hall Drive

Existing Use of Property Automotive Repair & Storage

Current Building Square Footage _____

Proposed Use Automotive Repair & Storage

Proposed Square Footage _____

Proposed Hours of Operation:

Weekday	From	10	To	6
Friday	From	10	To	6
Saturday	From	10	To	2
Sunday	From	10AM	To	closed 2PM

Trade Name of Business (If applicable) _____

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

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

1. Name of applicant: (Last) DAley Co (First) _____ (MI) ____

Mailing address of applicant (Street/P.O. Box): 5880 Poplar Hall Drive

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

Daytime telephone number of applicant (757) 461-3636 Fax ( ) _____

E-mail address of applicant: Tinkys16@cox.net

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

2. Name of applicant: (Last) Fenchand (First) C.E. (MI) ____

Mailing address of applicant (Street/P.O. Box): 219 Shoulders Rd

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

Daytime telephone number of applicant (757) 650-1673 Fax ( ) _____

E-mail address of applicant: cefland6@cox.net

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) DAley Co (First) _____ (MI) ____

Mailing address of property owner (Street/P.O. box): 5880 Poplar Hall Drive

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

Daytime telephone number of owner (757) 461-3636 email: tinkey16@cox.net

CIVIC LEAGUE INFORMATION

Civic League contact: Glenrock David Hicks 757-739-4939

Date(s) contacted: _____

Ward/Super Ward information: _____

REQUIRED ATTACHMENTS:

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

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

Print name: _____ **Sign:** _____ / ____ / ____
(Property Owner) (Date)

Print name: C.E. Fonchano **Sign:** _____ 1 / 18 / 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: Dale D. Stocks Sr. **Sign:** _____ 01 / 18 / 16
(Authorized Agent Signature) (Date)
Dale D. Stocks Sr.

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

Pollock, Susan

From: Straley, Matthew
Sent: Wednesday, April 13, 2016 11:01 AM
To: 'wewatchglenrock@live.com'
Cc: Riddick, Paul; Williams, Angelia M.; Goldin, Jamie; Pollock, Susan
Subject: new Planning Commission application
Attachments: Stocks.pdf

Mr. Hicks,

Attached please find the application for a special exception to operate an automobile repair establishment at 5880 Poplar Hall Drive.

The item is tentatively scheduled for the May 26, 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

City of NORFOLK

C: Director, Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: **Special exception to operate a commercial communication tower at 5880 Poplar Hall Drive – T-Mobile**

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

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-11

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

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

III. **Request:** Special exception – commercial communication tower.

IV. **Applicant:** **Dale Stocks, Sr.**

V. **Description:**

- The site is located on the north side of Poplar Hall Drive to the south of the Military Circle Mall.
- The applicant proposes to construct a commercial communication tower on the site.
- The site is currently developed with Dale's Train Station, a retail establishment, and multiple other commercial uses including automobile repair.
- The site is currently zoned C-2 which allows a commercial communication tower by special exception.
    - The 185 foot tall tower is proposed to be located on the west side of the existing building.

VI. **Historic Resources Impacts**

The site is not located in any local, state or federal historic district.

VII. **Public Schools Impacts**

The site is located in the Fairlawn Elementary, Lake Taylor Middle, and Booker T. Washington School zones.

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

Attachments:

- Staff Report to CPC dated May 26, 2016 with attachments
- Proponents and Opponents
- Ordinance

Proponents and Opponents

Proponents

C.E. Forehand – Representative
219 Sir Oliver Road
Norfolk, VA 23505

Opponents

None

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: May 26, 2016

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

Staff: Susan Pollock Hart, CFM SP

Staff Report	**Item No. 9**	
Address	**5880 Poplar Hall Drive**	
Applicant	**T-Mobile**	
Request	**Special Exception**	**Commercial Communication Tower**
Property Owner	Daley Company, LC	
Site Characteristics	Site Area	1.3 Acres
	Zoning	**C-2 (Corridor Commercial)**
	Neighborhood	Military Circle/Glenrock
	Character District	Suburban
Surrounding Area	North	C-3 (Retail Center): Sears auto repair facility (vacant); Military Circle Mall
	East	R-13 (Moderate Density Multi-Family): multi-family
	South	Conditional C-2: Office site; R-6 (Single-Family)
	West	C-3 (Retail Center): Sears auto repair facility (vacant); Military Circle Mall

A. Summary of Request

- The site is located on the north side of Poplar Hall Drive to the south of the Military Circle Mall.
- The applicant proposes to construct a commercial communication tower on the site.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The site is currently developed with Dale's Train Station, a retail establishment, and multiple other commercial uses including automobile repair.
- The site is currently zoned C-2 which allows a commercial communication tower by special exception.
  - The 185 foot tall tower is proposed to be located on the west side of the existing building.

ii. Parking

- The site is located in the Suburban Character District which requires:
  - One parking spaces per 250 square feet of commercial/office space (55 spaces)
  - For automobile repair, three parking spaces per bay (three bays requires 9 parking spaces)
  - The applicant has provided two parking spaces for the tower.
  - In total, 64 parking spaces are required and 73 are provided.

iii. Flood Zone

- The property is in an X (Low to Moderate) Flood Zone which is not a special flood hazard zone.

D. Transportation Impacts

N/A

E. Historic Context and Impacts

The site is not located in any local, state or federal historic district.

F. Public School Impacts

The site is located in the Fairlawn Elementary, Lake Taylor Middle, and Booker T. Washington School zones.

G. Impact on the Environment

The applicant proposes to provide landscaping on the site along Poplar Hall Drive and around the dumpster.

H. AICUZ Impacts

N/A

I. Impact on Surrounding Area/Site

- The site is generally surrounded by commercial uses.
- The addition of a communication tower would not have a negative impact on the surrounding land uses.

J. Payment of Taxes

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

K. Civic League

A letter was sent to the Glenrock Civic League on April 13.

L. Communication Outreach/Notification

- Legal notice was posted on the property on April 19.
- Letters were mailed to all property owners within 300 feet of the property on May 13.
- Legal notification was placed in *The Virginian-Pilot* on May 12 and May 19.

M. Recommendation

Staff recommends that the special exception be **approved** subject to the following conditions:

1. On-site lighting shall be directed and shielded so as not to glare into any adjacent residential properties or public rights-of-way.

2. If the tower is not utilized for a period of 6 consecutive months, it shall be removed.

3. The holder of this special exception will construct the tower in a manner which will accommodate future multiple users in an effort to reduce the number of similar towers in the immediate area.

4. The holder of this special exception shall be obligated to maximize co-location of antennae on this tower at market lease rates.

5. No final approvals shall be provided to any new structure on the site prior to the implementation of the improvements indicated on the attached landscape plan.

Attachments

Zoning Map
Location Map
Application
Letter to Glenrock Civic League

Proponents and Opponents

Proponents

C.E. Forehand – Representative
219 Sir Oliver Road
Norfolk, VA 23505

Opponents

None

05/24/16 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE CONSTRUCTION OF A COMMUNICATION TOWER (COMMERCIAL) ON PROPERTY LOCATED AT 5880 TO 5888 POPLAR HALL DRIVE.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the construction of a Communication Tower (commercial) on property located at 5880 to 5888 Poplar Hall Drive. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 223 feet, more or less, along the northern line of Poplar Hall Drive beginning 722 feet, more or less, from the western line of Glenrock Road and extending westwardly; premises numbered 5880 to 5888 Poplar Hall Drive.

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

(a) On-site lighting shall be directed and shielded so as not to glare into any adjacent residential properties or public rights-of-way.

(b) If the tower is not utilized for a period of six (6) consecutive months, it shall promptly be removed at the expense of the owner.

(c) The tower will be constructed in a manner which will accommodate multiple users in the future, for the purpose of reducing the need to construct similar towers in the immediate area.

(d) The applicant for this special exception shall maximize the co-location of other antennae on this tower by offering to lease useful, available space to others at reasonable, market rates.

(e) No advertisements or signage shall be allowed on the tower.

(f) No final approvals, including no final approval of all building permits, shall be issued with regard to any new structure on the site until all improvements indicated on the landscape plan attached hereto and marked as "Exhibit A" have been fully implemented.

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT:
Exhibit A (1 page)

Exhibit A

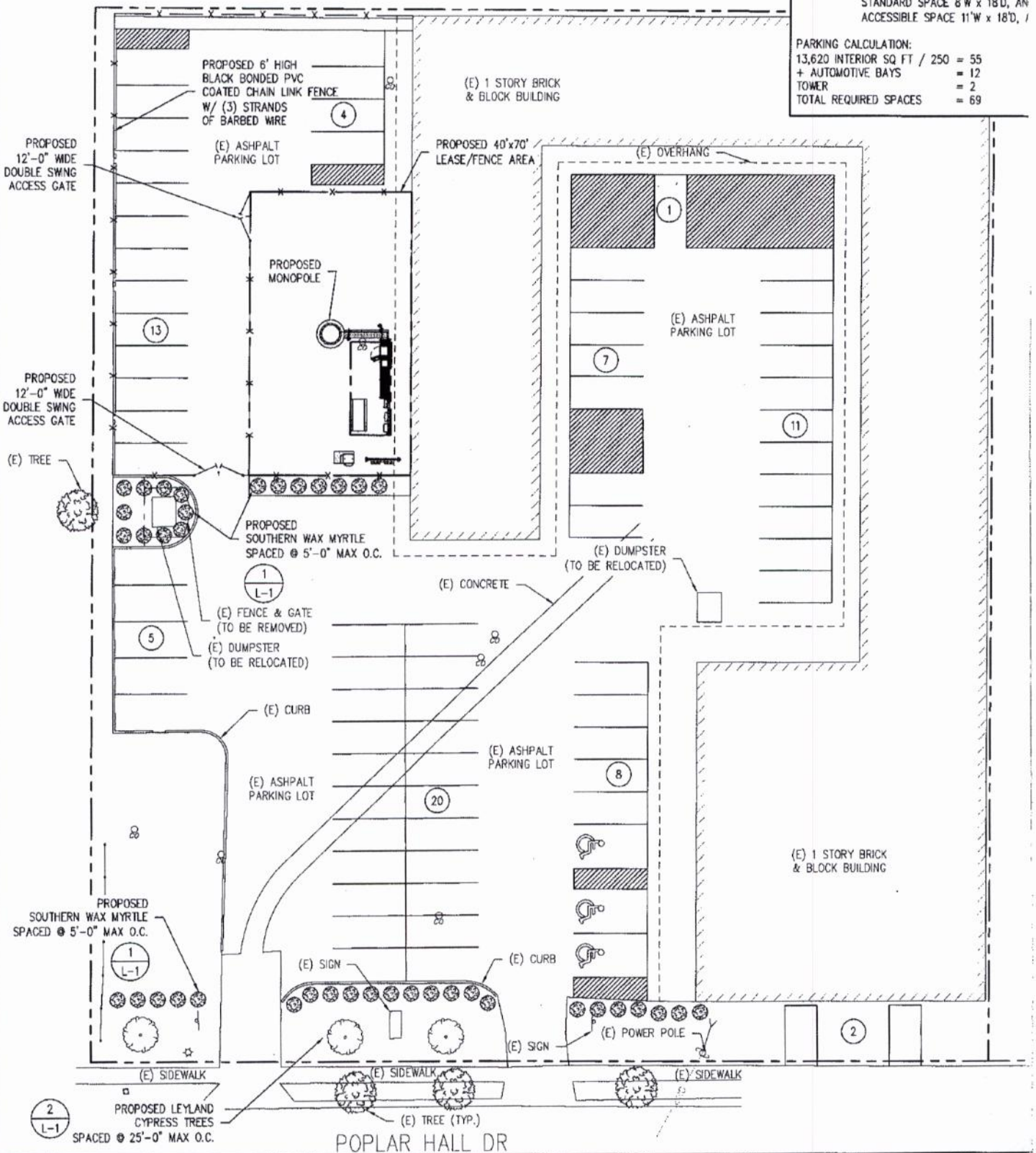
PLANTING SCHEDULE							
TYPE	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	SPREAD	QUANTITY	REMARKS
CL	CUPRESSOCYPARIS LEYLANDII	LEYLAND CYPRESS	2 1/2" MIN.	8'	25' O.C.	3	FULL, DENSE. PLANT AS SHOWN
MC	MYRICA CERIFERA	SOUTHERN WAX MYRTLE	–	3'-5'	18"-30"	40	FULL, DENSE. PLANT AS SHOWN

*TREE CONTAINER TO BE MIN. 25 GAL OR EQUIVALENT BALL AND BURLAP.

PARKING REQUIREM	
PARKING TOTALS	[REQUI
STANDARD SPACES	69*
ACCESSIBLE SPACES	3
GRAND TOTALS:	

*REQUIRED: (1) PARKING FOR EACH 250 SQUA
STANDARD SPACE 8'W x 18'D, AN
ACCESSIBLE SPACE 11'W x 18'D, /

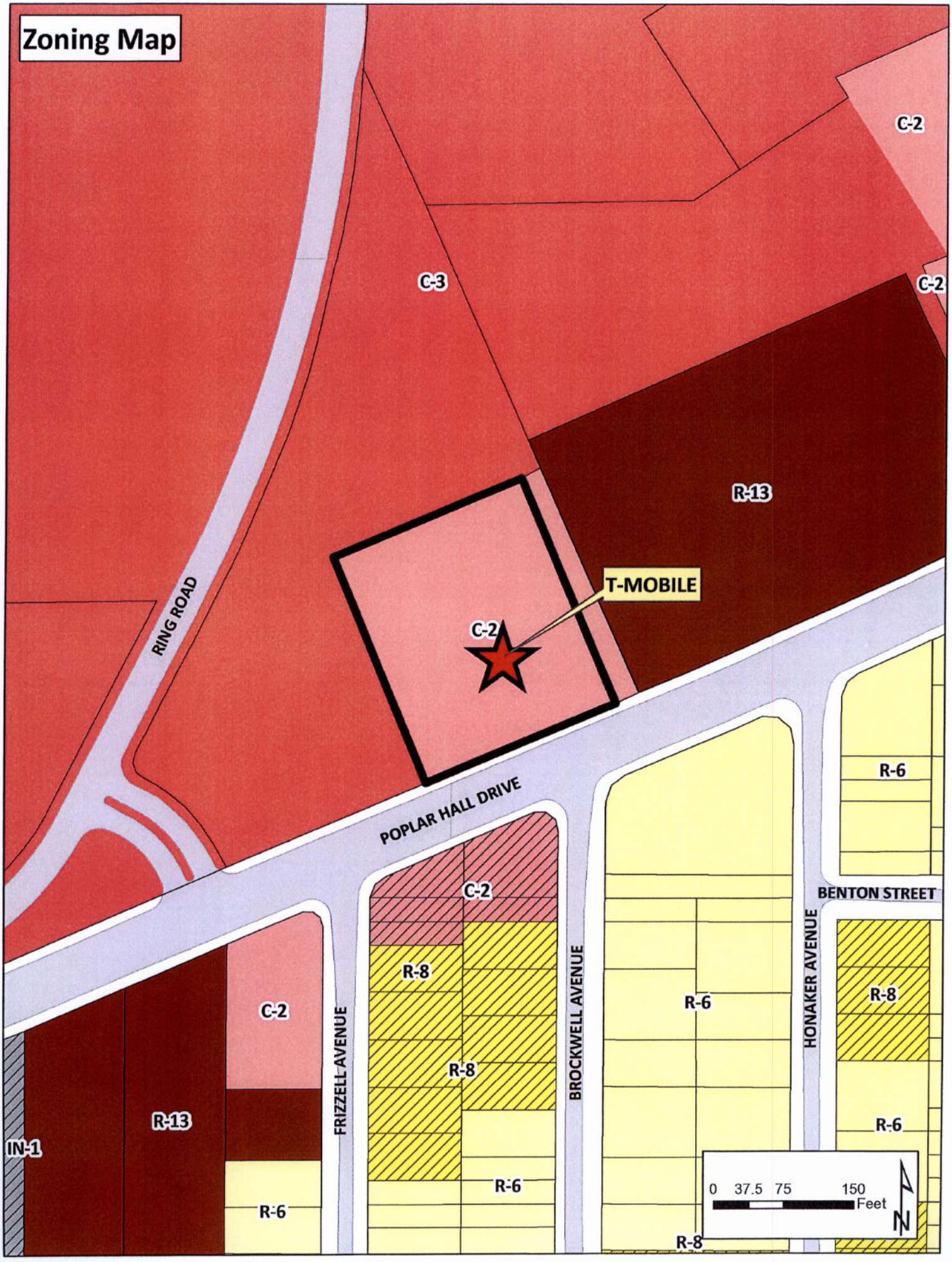
PARKING CALCULATION:
13,620 INTERIOR SQ FT / 250 = 55
+ AUTOMOTIVE BAYS = 12
TOWER = 2
TOTAL REQUIRED SPACES = 69



LANDSCAPE PLAN

FOR 24" X 36" PLOT – 1/16" = 1' 0
FOR 11" X 17" PLOT – 3/64" = 1'

Location Map
RING ROAD
T-MOBILE
MISCELLANEOUS STREET
POPLAR HALL DRIVE
RING ROAD
FRIZZELL AVENUE
BROCKWELL AVENUE
0 25 50 100
Feet
N


Zoning Map
C-2
C-3
C-2
R-13
T-MOBILE
C-2
RING ROAD
POPLAR HALL DRIVE
R-6
C-2
BENTON STREET
R-8
R-6
HONAKER AVENUE
R-8
C-2
FRIZZELL AVENUE
BROCKWELL AVENUE
R-13
IN-1
R-8
R-6
R-6
R-6
0 37.5 75 150
Feet
N
R-8

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Communication tower

Date of application: 3-30-16

DESCRIPTION OF PROPERTY

Property location: (Street Number) 5880 (Street Name) Poplar Hall Drive

Existing Use of Property Commercial - light Industrial

Current Building Square Footage N/A - parking lot

Proposed Use Cell tower - monopole

Proposed Square Footage 2,800 Exterior space

Proposed Hours of Operation: unmanned radio station

Weekday	From	N/A	To	
Friday	From		To	
Saturday	From		To	
Sunday	From		To	

Trade Name of Business (If applicable) T-mobile

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

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

1. Name of applicant: (Last) Tmobile (First) _____ (MI) ____

Mailing address of applicant (Street/P.O. Box): c/o FCI Towers 2528 Horse Pasture Road

(City) Virginia Beach (State) VA (Zip Code) 23453

Daytime telephone number of applicant (757) 650-1673 Fax (757) 490-4990

E-mail address of applicant: ce4hand@cox.net

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

2. Name of applicant: (Last) _____ (First) _____ (MI) ____

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

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

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

E-mail address of applicant: _____

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

3. Name of property owner: (Last) Daley Co (First) _____ (MI) ____

Mailing address of property owner (Street/P.O. box): 5880 Poplar Hall Drive

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

Daytime telephone number of owner ( ) 461-3636 email: Tintoys10@cox.net

CIVIC LEAGUE INFORMATION

Civic League contact: _____

Date(s) contacted: _____

Ward/Super Ward information: _____

REQUIRED ATTACHMENTS:

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

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

Print name: _____ **Sign:** _____ / _____ / _____
(Property Owner) (Date)

Print name: C.E. Fanchand **Sign:** _____ 2 / 18 / 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: Dale D. Stacks Sr. **Sign:** _____ 02 / 18 / 16
(Authorized Agent Signature) (Date)

Pollock, Susan

From: Straley, Matthew
Sent: Wednesday, April 13, 2016 10:59 AM
To: 'wewatchglenrock@live.com'
Cc: Riddick, Paul; Williams, Angelia M.; Goldin, Jamie; Pollock, Susan
Subject: new Planning Commission application
Attachments: TMobile.pdf

Mr. Hicks,

Attached please find the application for a special exception to construct and operate a communication tower (commercial) at 5880 Poplar Hall Drive

The item is tentatively scheduled for the May 26, 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

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: **Special Exception to operate an eating and drinking establishment at 1917 Colley Avenue – Little Dog Diner**

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-13

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

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

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

IV. **Applicant:** **Mike Basham**

V. **Description:**
The applicant proposes to expand the available hours for on-premises alcohol consumption and slightly increase the capacity at the existing Little Dog Diner.

	Previous	Proposed
Hours of Operation and Hours for use of outdoor seating along Colley Avenue	6:00 a.m. until 10:00 p.m., Monday through Thursday Open 24-hours starting Friday at 6:00 a.m., ending at 10:00 p.m. on Sunday	Same
Hours for the use of outdoor seating along Harrington Avenue	6:00 a.m. until 10:00 p.m., Sunday through Thursday 6:00 a.m. until 12:00 midnight Friday and Saturday	Same
Hours for the Sale of Alcoholic Beverages	9:00 a.m. until 10:00 p.m., Seven days a week	8:00 a.m. until 10:00 p.m., Sunday through Thursday 8:00 a.m. until 2:00 a.m., Friday and Saturday
Capacity	• 36 seats indoors • 56 seats outdoors • 95 total capacity	• 37 seats indoors • 56 seats outdoors • 98 total capacity

VI. Historic Resources Impacts

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

VII. Public Schools Impacts

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

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

Attachments:

- Staff Report to CPC dated May 26, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: May 26, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Matthew Simons, AICP, CZA, CFM

Staff Report	**Item No.: 13**	
Address	**1917 Colley Avenue**	
Applicant	**Little Dog Diner**	
Request	**Special Exception**	**Amendment to the hours for on-premises alcohol consumption for an existing Eating and Drinking Establishment**
Property Owner	Page and Teresa Jett	
Site Characteristics	Site/Building Area	10,000 sq. ft./1,275 sq. ft.
	Zoning	C-2 (Corridor Commercial) PCO-Colley
	Neighborhood	Ghent
	Character District	Traditional
Surrounding Area	North	C-2 & PCO-Colley: Nazef
	East	C-2 & PCO-Colley: Chabad House
	South	C-2 & PCO-Colley: Ghent Lamp & Shade
	West	R-13 (Moderately High-Density Multi-Family): townhomes

Summary of Request

- The site is located at the southwest corner of Colley Avenue and Harrington Avenue within the Ghent neighborhood, and along a corridor mixed with commercial, residential and institutional uses.
- The applicant proposes to allow the existing diner, Little Dog Diner, to expand the available hours for on-premises alcohol consumption.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The site is zoned C-2 (Corridor Commercial) and Colley Avenue Pedestrian Commercial Overlay (PCO-Colley) districts which permits the use by Special Exception.
- The site is surrounded by a mix of commercial, residential and institutional uses nearby.

	Previous	Proposed
Hours of Operation and Hours for use of outdoor seating along Colley Avenue	6:00 a.m. until 10:00 p.m., Monday through Thursday Open 24-hours starting Friday at 6:00 a.m., ending at 10:00 p.m. on Sunday	Same
Hours for the use of outdoor seating along Harrington Avenue	6:00 a.m. until 10:00 p.m., Sunday through Thursday 6:00 a.m. until 12:00 midnight Friday and Saturday	Same
Hours for the Sale of Alcoholic Beverages	9:00 a.m. until 10:00 p.m., Seven days a week	8:00 a.m. until 10:00 p.m., Sunday through Thursday 8:00 a.m. until 2:00 a.m., Friday and Saturday
Capacity	• 36 seats indoors • 56 seats outdoors • 95 total capacity	• 37 seats indoors • 56 seats outdoors • 98 total capacity

ii. History:

City Council Approval	Applicant	Changes
Development Certificate - 2010	Do Nut Dinette	Initial Application – Addition to front of building
Encroachment into the public right-of-way - 2015	New Donut Dinette	280 square feet of outdoor dining area to encroach 8' along Colley Avenue
Special Exception for an Eating and Drinking Establishment – 2015	Little Dog Diner	Addition of alcohol for on-premise consumption
Development Certificate – 2015	Little Dog Diner	Addition of outdoor dining structure along Harrington
Special Exception amendment – pending	Little Dog Diner	Expand available hours for on-premises alcohol consumption

ii. Parking

- The site complies with current parking requirements.
- Amending the available hours for on-premises alcohol consumption of an existing restaurant does not require additional parking.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that this restaurant will generate five additional vehicle trips per day by increasing total indoor seating at this location by one seat above currently approved levels.
- Colley Avenue adjacent to the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- Colley Avenue adjacent to the site is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

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

F. Public Schools Impacts

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

G. Environmental Impacts

The applicant has preserved the existing trees to the north of the building; incorporating them into the design of the outdoor dining, with appropriate surface material and permeability so as not to hinder the continued health and growth of the trees.

H. Impact on Surrounding Area/Site

- Over the past year, there have been two calls for police service at this site with no arrests made.
  - The calls for service were in relation to a potential burglary and a response to a security alarm.

I. Payment of Taxes

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

J. Civic League

Letters were sent to the Ghent Neighborhood League and Ghent Business Association on April 13.

K. Communication Outreach/Notification

- Legal notice was posted on the property on April 19.
- Letters were mailed to all property owners within 300 feet of the property on May 13.
- Legal notification was placed in *The Virginian-Pilot* on May 12 and May 19.

L. Recommendation

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

(a) The hours of operation for the establishment and for the use of the outdoor seating on the east of the building (along Colley Avenue) shall be from 6:00 a.m. until 10:00 p.m., Monday through Thursday, from 6:00 a.m. until 12:00 midnight on Friday, 24-hours on Saturday, and from 12:00 a.m. until 10 p.m. on Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The hours for the use of the outdoor seating on the north side of the building (along Harrington Avenue) shall be limited to 6:00 a.m. until 10:00 p.m. Sunday through Thursday and from 6:00 a.m. until 12:00 midnight on Friday and Saturday. No use of this outdoor seating area outside the hours of operation listed herein shall be permitted.

(c) The hours for the sale of alcoholic beverages shall be from 8:00 a.m. until 10:00 p.m., Sunday through Thursday, and from 8:00 a.m. until 2:00 a.m. the following morning, Friday and Saturday.

(d) The seating for the establishment shall not exceed 37 seats indoors, 56 seats outdoors, and the total occupant capacity, including employees, shall not exceed 98 people.

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

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

(g) In order to shield the adjacent residential property, a six (6) foot tall wooden privacy fence shall be installed and maintained along the eastern property line extending from the northernmost point of the existing fence and continuing northwardly to a point approximately 10 feet from the northern property line.

(h) A dumpster or trash enclosure shall be installed and maintained along the rear of the building, in a location that does not interfere with any existing parking spaces or impede the drive aisle, and shall include a six (6) foot tall wooden privacy fence, with a locking gate, to surround the enclosure.

(i) The existing trees on the property, located north of the building, shall not be removed, and no development or improvements that are likely to adversely affect health or growth of the trees shall be permitted in the area north of the building.

(j) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever is earlier.

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

(l) The establishment shall remain current on all food and beverages taxes and business personal property taxes which may become due while it is in operation.

(m) No public telephone(s) shall be permitted on the exterior of the property. Any public phone(s) on the interior of the building shall be located in an area within full view of the establishment's staff and shall not be permitted within any restroom.

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

(o) A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.

(p) The business authorized by this special exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this special exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new special exception must be obtained prior to implementing such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

(q) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this special exception. This special exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(r) There shall be no entertainment, no dancing, and no dance floor provided.

(s) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(t) A copy of this special exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this special exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

Attachments:

Location map
Zoning map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
Notice to the Ghent Neighborhood League and Ghent Business Association

Proponents and Opponents

Proponents
Mike Basham – Applicant
1917 Colley Avenue
Norfolk, VA 23517

Opponents
None

05/26/2016 lds

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN EATING AND DRINKING ESTABLISHMENT KNOWN AS "LITTLE DOG DINER" ON PROPERTY LOCATED AT 1917 COLLEY AVENUE.

- - -

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

Section 1:- That a Special Exception is hereby granted to Little Dog Diner, LLC authorizing the operation of an eating and drinking establishment known as "Little Dog Diner" on property located at 1917 Colley Avenue. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 100 feet, more or less, along the western line of Colley Avenue and 100 feet, more or less, along the southern line of Harrington Avenue; premises numbered 1917 Colley Avenue.

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

(a) The hours of operation for the establishment and for the use of the outdoor seating on the east side of the building (along Colley Avenue) shall be limited to 6:00 a.m. until 10:00 p.m. Monday through Thursday, 6:00 a.m. until 12:00 midnight on Friday, 24-hours on Saturday, and 12:00 midnight until 10:00 p.m. on Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The hours for the use of the outdoor seating on the north side of the building (along Harrington Avenue) shall be limited to 6:00 a.m. until 10:00 p.m. Sunday through Thursday and 6:00 a.m. until 12:00 midnight on Friday and Saturday. No use of this outdoor seating area outside the hours of operation listed herein shall be permitted.

(c) The hours for the sale of alcoholic beverages shall be limited to 8:00 a.m. until 10:00 p.m. Sunday through Thursday and 8:00 a.m. until 2:00 a.m. the following morning on Friday and Saturday.

(d) The seating for the establishment shall not exceed 37 seats indoors, 56 seats outdoors, and the total occupant capacity, including employees, shall not exceed 98 people.

(e) No portion of the outdoor dining area shall be enclosed and any covering must leave the dining space open on at least two (2) sides.

(f) The existing trees on the property, located north of the building, shall not be removed, and no development or improvements that are likely to adversely affect health or growth of the trees shall be permitted in the area north of the building.

(g) In order to shield the adjacent residential property, a six (6) foot tall wooden privacy fence shall be installed along the eastern property line extending from the northernmost point of the existing fence and continuing northwardly to a point approximately 10 feet from the northern property line.

(h) A dumpster or trash enclosure shall be installed along the rear of the building, in a location that does not interfere with any existing parking spaces or impede the drive aisle, and shall include a six (6) foot tall wooden privacy fence, with a locking gate, to surround the enclosure.

(i) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever is earlier.

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

(k) The establishment shall remain current on all food and beverages taxes and business personal property taxes which may become due while it is in operation.

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

(m) A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.

(n) The business authorized by this special exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this special exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new special exception must be obtained prior to implementing such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

(o) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this special exception. This special exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(p) There shall be no entertainment, no dancing, and no dance floor provided.

(q) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(r) A copy of this special exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this special exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

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

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

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

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

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

neighboring property in accordance with the applicable district regulations;

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

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

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

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

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

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

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

Section 4:- That the Special Exception granted hereby amends the previously granted special exception permitting an eating and drinking establishment on this property, adopted on April 14, 2015 (Ordinance No. 45,895). All provisions and conditions previously approved are entirely superseded by the terms of this Special Exception.

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

date of its adoption.

ATTACHMENT:
Exhibit A (3 pages)

EXHIBIT "A"
Description of Operations
Eating and Drinking Establishment

Date 3/16/16

Trade name of business Little Dog Diner

Address of business 1917 Colley Ave

Name(s) of business owner(s)* Stephen De la Cruz / Charles Sears DBA Little Dog Diner LLC

Name(s) of property owner(s)* Page & Teresa Jett

Daytime telephone number (757) 625-0259

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

1. Proposed Hours of Operation:

Facility			Alcoholic Beverage Sales		
Weekday	From 6 AM	To 10PM	Weekday	From 8am	To 10 pm
Friday	From 6AM	To All Night	Friday	From 8am	To 2 am
Saturday	From 24 Hours		Saturday	From 8am	To 2am
Sunday	From 9 11 morning	To 10 pm	Sunday	From 8am	To 10 pm

2. Type of ABC license applied for (check all applicable boxes)
☒ On-Premises ☐ Off-Premises (additional application required)

3. Type of alcoholic beverage applied for
☒ Beer ☒ Wine ☒ Mixed Beverage

4. Will indoor or outdoor entertainment be provided?
(Entertainment consists of anything more than one, unamplified musician)
☐ Yes (Different application required) ☒ No

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(Revised January 2015)

5. Will video games, pool tables, game boards or other types of games be provided?
☐ Yes (If more than 4, additional application required) ☒ No

5a. If yes, please describe type and number of each game to be provided

_____

_____

6. Will patrons ever be charged to enter the establishment?
☐ Yes ☒ No

6a. If yes, why

_____

_____

6b. Which days of the week will there be a cover charge (circle all applicable days)?

Monday Tuesday Wednesday Thursday Friday

Saturday Sunday

7. Will the facility or a portion of the facility be available for private parties?
☒ Yes ☐ No

7a. If yes, explain

_____

_____

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

8a. If yes, explain

_____

_____

9. Will there ever be a minimum age limit?
☐ Yes ☒ No

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(Revised January 2015)

Eating and Drinking Establishment

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

_____

_____

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

* Charles H. Sears Jr.

Signature of Applicant

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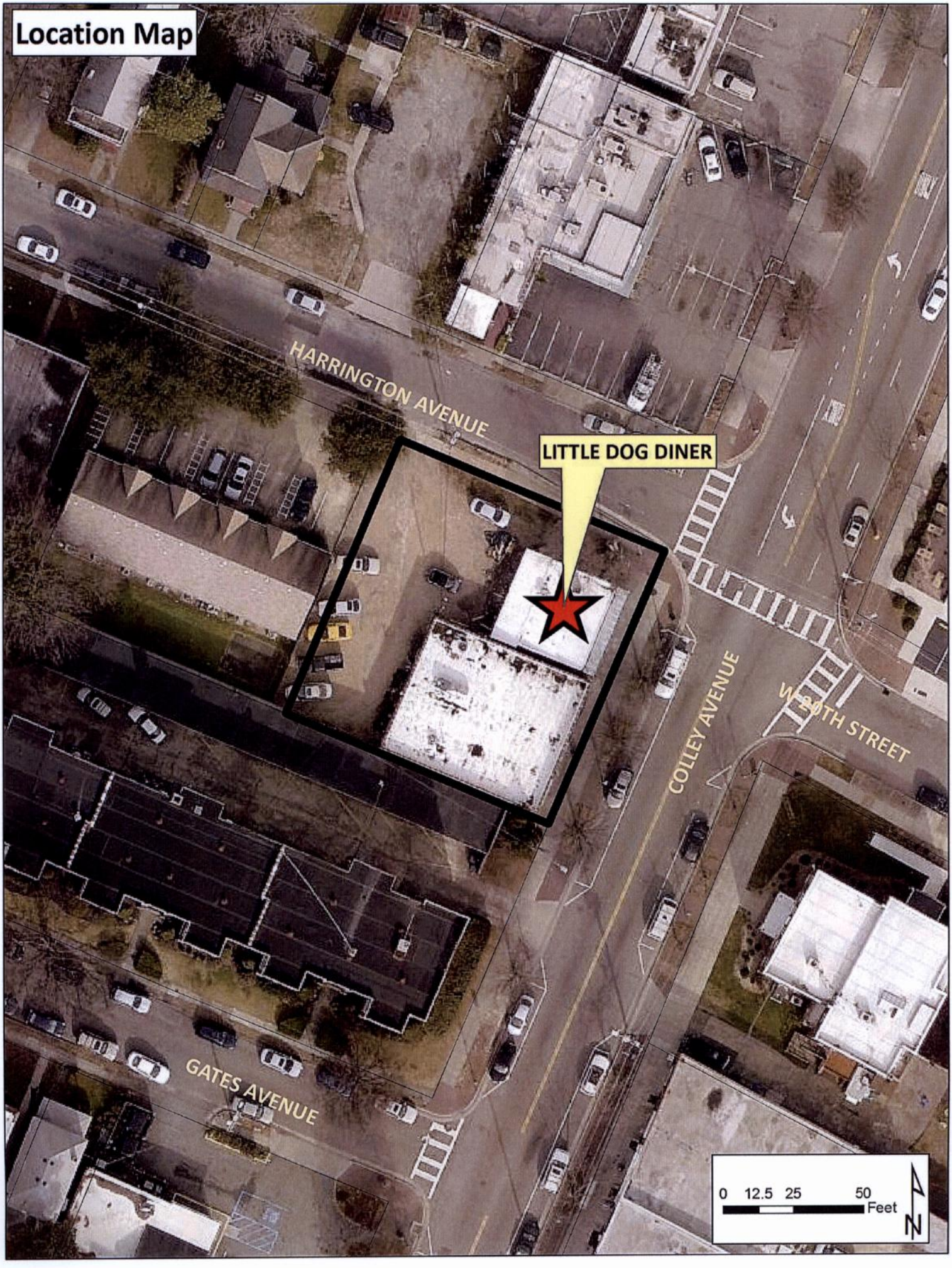
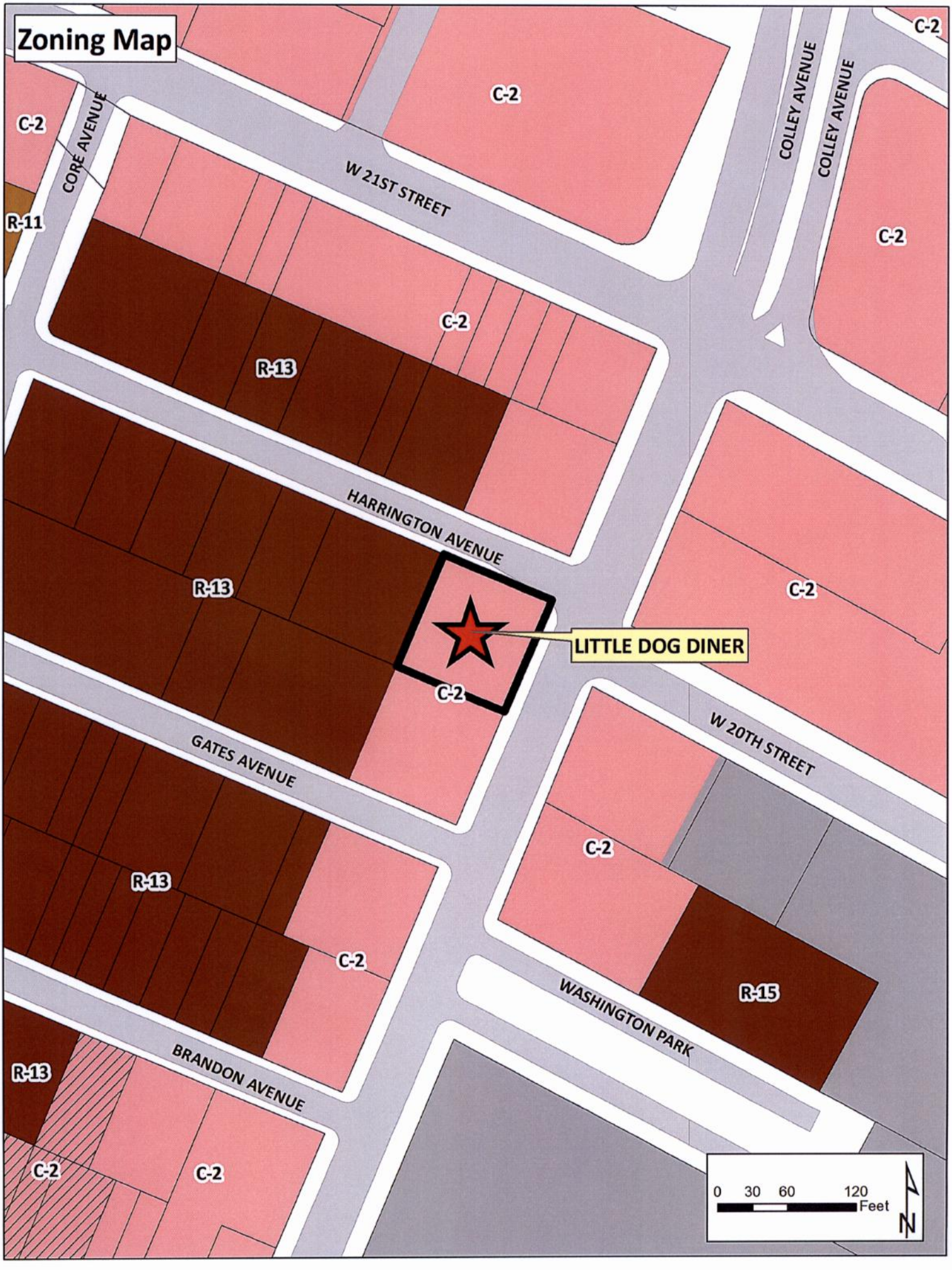
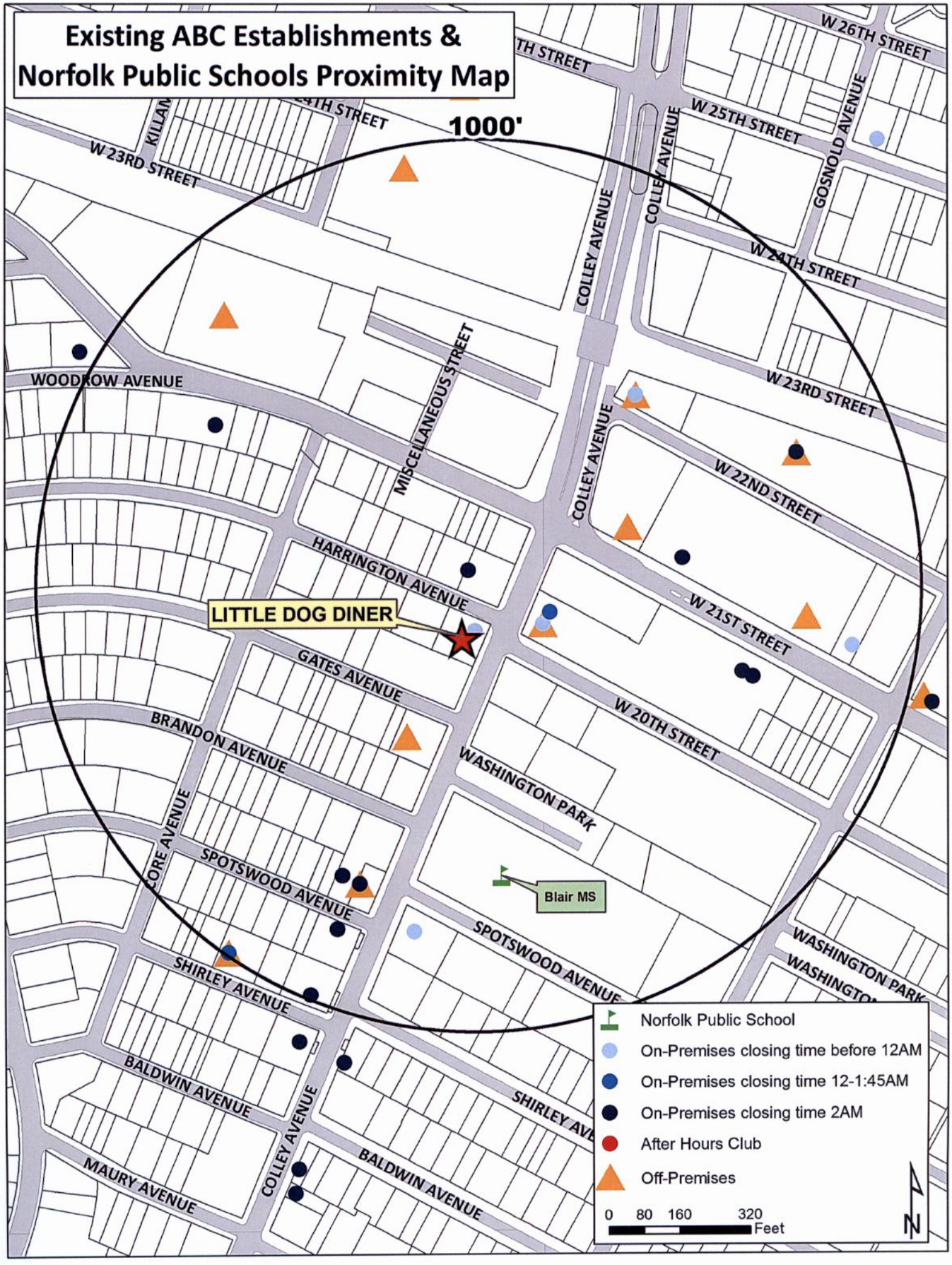
(Revised January 2015)


Location Map
HARRINGTON AVENUE
LITTLE DOG DINER
COLLEY AVENUE
W 10TH STREET
GATES AVENUE
0 12.5 25 50
Feet
N


Zoning Map
C-2
CORE AVENUE
W 21ST STREET
COLLEY AVENUE
COLLEY AVENUE
C-2
C-2
C-2
R-11
R-13
HARRINGTON AVENUE
R-13
C-2
LITTLE DOG DINER
C-2
C-2
GATES AVENUE
W 20TH STREET
R-13
C-2
C-2
R-15
WASHINGTON PARK
R-13
BRANDON AVENUE
C-2
C-2
0 30 60 120
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
LITTLE DOG DINER
Blair MS
W 26TH STREET
W 25TH STREET
W 24TH STREET
W 23RD STREET
W 22ND STREET
W 21ST STREET
W 20TH STREET
W 23RD STREET
KILLAM
COLLEY AVENUE
GOSNOLD AVENUE
MISCELLANEOUS STREET
WOODROW AVENUE
HARRINGTON AVENUE
GATES AVENUE
BRANDON AVENUE
WASHINGTON PARK
SPOTSWOOD AVENUE
SHIRLEY AVENUE
BALDWIN AVENUE
MAURY AVENUE
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
EATING AND DRINKING ESTABLISHMENT
(Please print)

Date 3/16/16

DESCRIPTION OF PROPERTY

Address 1917 Colley Ave

Existing Use of Property Restaurant.

Proposed Use Restaurant

Current Building Square Footage 1,275 ⌀

Proposed Building Square Footage same

Trade Name of Business (if applicable) Little Dog Diner

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

1. Name of applicant: (Last) Sears (First) Charles (MI) H

Mailing address of applicant (Street/P.O. Box): 1421 Colley Ave

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

Daytime telephone number of applicant (757) 672-3523 625-0259 Fax (757) 625-~~[illegible]~~ 1675

E-mail address of applicant: ~~[illegible]~~ Littledogdiner@yahoo.com

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(Revised January 2015)

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

2. Name of applicant: (Last) _____ (First) _____ (MI) _____

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

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

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

E-mail address of applicant: _____

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

3. Name of property owner: (Last) Jett (First) Page & Teresa (MI) _____

Mailing address of property owner (Street/P.O. box): 1307 Daniel Ave

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

Daytime telephone number of owner (757) 438-3020 email: _____

CIVIC LEAGUE INFORMATION

Civic League contact: GNL

Date(s) contacted: _____

Ward/Super Ward information: _____

REQUIRED ATTACHMENTS

- Required application fee, **$355.00** (if check, make payable to the City of Norfolk).
    - Application fee includes a non-refundable $5 technology surcharge.
- One 8½ inch x 11 inch copy of a floor plan prepared by a registered design professional drawn to scale showing seats/tables, restroom facilities, bar, ingress and egress, standing room, outdoor dining and total maximum capacity (see attached example)
- One 8½ x 14 inch or 11 x 17 inch copy of a physical survey, drawn to scale and showing site conditions and improvements (including portions of the right-of-way to the curb line):
    - Existing and proposed building structures
    - Driveways
    - Parking
    - Landscaping
    - Property lines (see attached example)
- One 8 ½ x 14 inch or 11 x 17 inch copy of a conceptual site plan drawn to scale and showing all proposed site improvements, landscaping, drive aisles and parking with dimensions, and proposed changes to parcel/property lines (including lease lines) if applicable.
- Completed Exhibit A, Description of Operations (attached)

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

Print name: Page A. Jett (Property Owner) **Sign:** Page A Jett 3/16/16 (Date)

Print name: CHARLES H. SEARS Jr. (Applicant) **Sign:** Charles H Sears Jr 3/16/16 (Date)

ONLY NEEDED IF APPLICABLE:

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

Exhibit A – Floor Plan(s) Worksheet
Eating and Drinking Establishment

- Complete this worksheet based for each floor plan submitted with application.

- Floor plan must be prepared by a registered design professional and include:
  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Outdoor seating
  - Total maximum capacity (including employees)

Total capacity

a. **Indoor**
   Number of seats (not including bar seats) 22
   Number of bar seats 15
   Standing room —

b. **Outdoor**
   Number of seats 56

c. **Number of employees** 5

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 98

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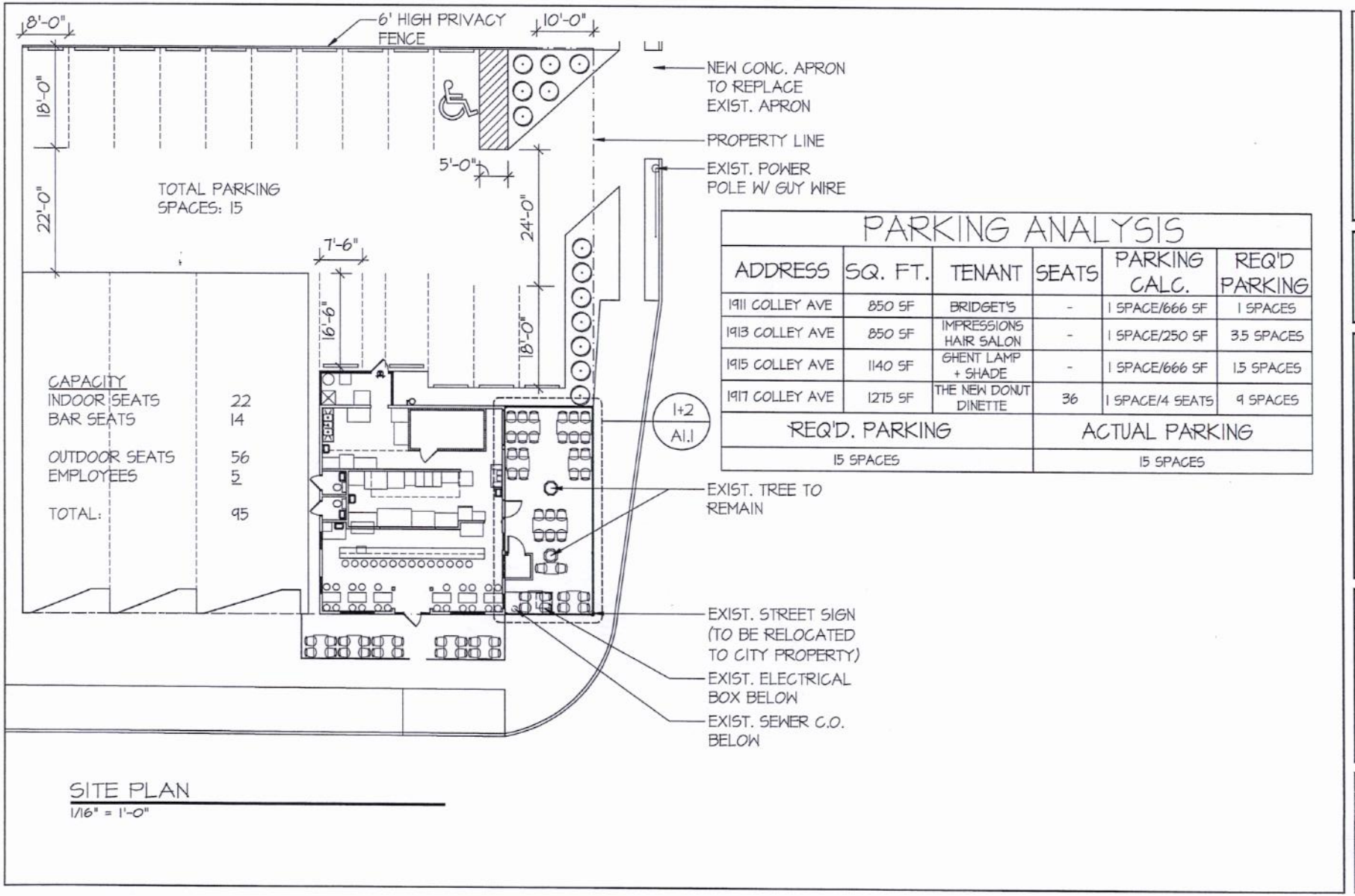
(Revised January 2015)



SITE PLAN

1/16" = 1'-0"

PARKING ANALYSIS

ADDRESS	SQ. FT.	TENANT	SEATS	PARKING CALC.	REQ'D PARKING
1911 COLLEY AVE	850 SF	BRIDGET'S	-	1 SPACE/666 SF	1 SPACES
1913 COLLEY AVE	850 SF	IMPRESSIONS HAIR SALON	-	1 SPACE/250 SF	3.5 SPACES
1915 COLLEY AVE	1140 SF	GHENT LAMP + SHADE	-	1 SPACE/666 SF	1.5 SPACES
1917 COLLEY AVE	1275 SF	THE NEW DONUT DINETTE	36	1 SPACE/4 SEATS	9 SPACES
REQ'D. PARKING			ACTUAL PARKING		
15 SPACES			15 SPACES		

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

COMMONWEALTH OF VIRGINIA
ROBYN J. THOMAS
No. 7180
ARCHITECT

RENOVATIONS TO
1917 COLLEY AVE.
NORFOLK, VA

REVISIONS

△	DATE	COMMENTS

OF	
DATE	01.29.2015
COMM NO.	14-084
DRAWN	CGB
CHECKED	RJT

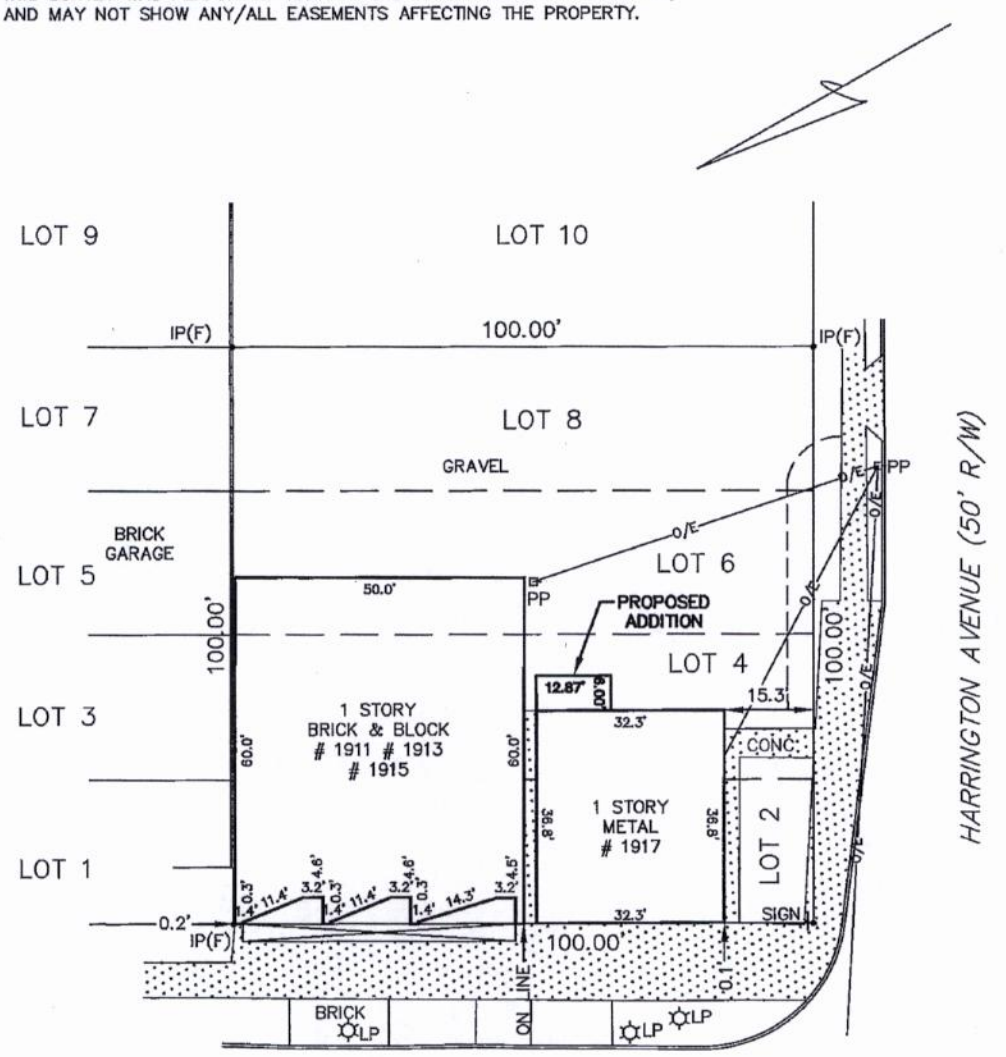
A1.0

THIS IS TO CERTIFY THAT I, ON DEC. 11, 2014, SURVEYED THE PROPERTY SHOWN HEREON AND THAT THE TITLE LINES AND PHYSICAL IMPROVEMENTS ARE AS SHOWN HEREON. THE IMPROVEMENTS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDINGS EXCEPT AS SHOWN.

SIGNED: Ward M. Holmes

NOTES:

1) THE PROPERTY SHOWN HEREON APPEARS TO LIE IN "X" (UNSHADED) FLOOD ZONE ACCORDING TO F.E.M.A. MAP PANEL NO. 510104–0130F, REVISED SEPT. 2, 2009.
2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, AND MAY NOT SHOW ANY/ALL EASEMENTS AFFECTING THE PROPERTY.



PHYSICAL SURVEY
OF
LOTS 2, 4, 6, & 8, BLOCK 6
NORTH GHENT
NORFOLK, VIRGINIA
FOR
CHARLES SEARS

COMMONWEALTH OF VIRGINIA
WARD M. HOLMES
LIC. No.1403
Ward M. Holmes
12-11-14
LAND SURVEYOR

DATE: DEC. 11, 2014
SCALE: 1" = 25'
NOTE: FOR PLAT SEE M.B.1 PG.46–46A NORFOLK, VA.

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

DRAWN BY: DHH

PROJECT NO. 14–1059

699/95

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, April 13, 2016 10:51 AM
To: 'info@ghentva.org'; 'Emily Birknes'; 'ted@nusbauminsurance.com'
Cc: Whibley, Terry; Winn, Barclay; Wilson, Denise; Simons, Matthew
Subject: new Planning Commission application
Attachments: Little Dog Diner.pdf

Ms. Birknes and Mr. Enright,

Attached please find the application to amend a previously granted special exception to operate an eating and drinking establishment at 1917 Colley Avenue.

The purpose of the request is to allow the existing diner to increase the available hours of alcohol sales.

The item is tentatively scheduled for the May 26, 2016 Planning Commission public hearing.

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

Thank You.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

C: Dir., Department of Development

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: Reprogramming of Federal Economic Development Administration Grant

Reviewed: _____
Peter H. Chapman, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-14**

I. **Recommendation:** Adopt Ordinance

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

III. **Description:**

This agenda item is an ordinance to shift the administrative responsibility of the Revolving Loan Fund from Norfolk Redevelopment and Housing Authority ("NRHA") to the Norfolk Economic Development Authority ("EDA"). These funds were previously identified as a funding source for the Norfolk First Funds. These funds will support the Citywide Partnership Fund and the Global Initiatives Fund. The Citywide Partnership Fund provides financial assistance to new and expanding businesses within the City of Norfolk that will create permanent employment opportunities for low to moderate-income residents. The Global Initiatives Fund provides patient, flexible capital to serve small and medium sized enterprises that seek to expand their presence in the global marketspace.

IV. **Analysis**

- The Norfolk Revolving Loan Fund (the "fund") was established with grant proceeds from the Economic Development Administration in 1998.
- The fund was established with $300,000 EDA (Federal) grant dollars and $110,000 in matching funds from the City of Norfolk (the "City"). The program has been administered since its inception by NRHA.
- The capital base for the fund is approximately $607,000.
- The NRHA has agreed for the EDA to assume the administrative role for the fund.
- The fund will be used as part of a larger access to a capital program initiative for the City.

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

V. **Financial Impact**

Matching City funds were provided at the program's inception. There are no further City matching requirements. The fund is 100% capitalized. Loans from the fund will be used to generate and retain jobs in the City.

VI. **Environmental**

N/A

VII. **Community Outreach/Notification**

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

VIII. **Board/Commission Action**

N/A

IX. **Coordination/Outreach**

This letter and ordinance have been coordinated with the Department of Development, the City Attorney's Office, the Norfolk Economic Development Authority, and the City Manager's office.

Supporting Material from the Department of Development:

- Ordinance and its attachments which are the following documents:
  Cooperation Agreement
  Revised Norfolk Revolving Loan Fund Plan (October 2015)
- Letter of approval of October 2015 Plan

02/16/16 lds

Form and Correctness Approved: NMC

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$519,549.69 and up to $105,450.31 in future loan proceeds 2275-26-9150 Account

Director of Finance 3/8/16 Date

AMSOL

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE AMENDMENT OF THE REVOLVING LOAN FUND PLAN, AS APPROVED BY THE UNITED STATES DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION, AUTHORIZING THE COOPERATION AGREEMENT TO BE ENTERED INTO WITH THE ECONOMIC DEVELOPMENT AUTHORITY, AND, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF UP TO $625,000.00 IN GRANT FUNDS IN FURTHERANCE OF THE NORFOLK REVOLVING LOAN FUND PLAN DATED OCTOBER 2015.

- - -

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

Section 1:- That the Norfolk Revolving Loan Fund Plan - October 2015 ("RLF Plan"), which is hereto attached as Exhibit 1, and which amends The Norfolk Enterprise Community Revolving Loan Fund Plan -June 2012, is hereby authorized.

Section 2:- That a cooperation agreement in furtherance of the RLF Plan, in substantial conformity with the agreement hereto attached as Exhibit 2, to be entered into with the Economic Development Authority, is hereby authorized.

Section 3:- That a sum up to $625,000.00 is hereby appropriated and its expenditure authorized, as required by the RLF Plan.

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

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT ("Agreement") is made as of _____, 2016, between the CITY OF NORFOLK, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "City"), and the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK, a political subdivision of the Commonwealth of Virginia (the "Authority").

WHEREAS, the City has determined to introduce new economic and neighborhood development tools to promote comprehensive urban revitalization and to foster job growth and economic opportunity for all residents of the City; and

WHEREAS, the City is the recipient of a grant from the United States of America to be utilized as a revolving loan fund; and

WHEREAS, the United States Department of Commerce through its Economic Development Administration has approved a five-year plan for the revolving loan fund, said agreement titled The Norfolk Revolving Loan Fund Plan - October 2015 (the "Plan") hereto attached as **Exhibit 1**; and

WHEREAS, the Plan calls for the cooperation of the City and the Authority in the implementation of its programs; now therefore,

For and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

WITNESSETH:

In consideration of the public benefits to accrue to the City and its citizens from the undertaking and carrying out of the Plan, and, of the mutual covenants hereinafter set forth, the Authority and the City agree as follows:

1. Parties to Perform Their Obligations. The Authority and the City agree to take all actions reasonably necessary to fully perform the duties and obligations incumbent on them in order to assure the timely implementation of the Plan. The Agreement between the Authority and the City in connection with such matters includes, but is not limited to the specific agreements, actions and undertakings set forth in this Agreement and in the Plan and those matters necessary and incidental thereto.

2. City to Provide Its Funds to Authority. The City agrees to take all actions reasonably necessary to fulfill its obligations and to grant to the Authority sufficient funds to satisfy the Authority's financial obligations as specifically set forth in the attached Plan, which is hereto incorporated by reference.

3. Authority to manage certain parts of the Plan. The Authority shall administer the Revolving Loan Fund in accordance with the Plan. All loans will have to be approved by a vote of the board of directors of the Authority.

4. Agent of Authority. To the extent that the City (i) has expressly agreed by the terms of the Plan to perform services in furtherance of the Plan, or (ii) upon the request of Authority, agrees to provide services or assistance to Authority in furtherance of the Plan, the relationship of City to Authority shall be that of Authority's agent.

5. Authority to Perform its Obligations. With regard to the rights, duties and obligations of the Authority under the Plan, the Authority agrees to fully enforce its rights there under, to faithfully perform its duties and obligations and to keep the City fully informed as to its activities.

6. Provision of Personnel and Material. The Authority and the City collectively and cooperatively shall provide or cause to be provided all personnel, consulting services, equipment and materials reasonably necessary to fulfill their obligations and exercise their rights under the Plan and any related agreements, including but not limited to reports, all planning, administration and accounting functions and such related activities as may be necessary to carry out their respective roles in implementing the Plan and related activities completely, satisfactorily and in a timely manner.

7. Reports and Payments to City. The Authority shall deposit all payments received by the Authority under the Plan to the Citywide Partnership Fund or the Global Initiatives Fund, as appropriate, which funds will be established and maintained under the Plan, including any payments made by businesses in satisfaction of any loan made by the Authority under the Plan. The Authority shall report on its progress with respect to undertaking and carrying out the responsibilities of the Authority hereunder and shall provide to the City copies of all accounting, contracts, and any documents in its possession related to the Plan.

8. No Discrimination. The Authority and the City agree not to discriminate in carrying out this Agreement against any employee or applicant for employment or any Plan loan applicant because of race, color, religion, sex, age or national origin and agree to take affirmative action to insure that applicants are employed and that employees are treated during employment, and that Plan loan applicants are treated without regard to race, color, religion, sex, age or national origin. Such action shall include, but not be limited to employment, promotion, demotion, termination, rates of pay, other compensation and selection for training including apprenticeship, and Plan loan application acceptance and review.

9. Subcontracting. The Authority may subcontract for services essential to undertaking and carrying out its responsibilities under this Agreement with prior approval by the City. It shall be responsible to the City for the actions or omissions of its subcontractors and of persons either directly or indirectly employed by them and for the acts and omissions of persons directly employed by it, and at the time such subcontracting shall provide such bonds or insurance coverage as may be agreed upon by the parties.

10. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia.

11. Notices. Any notices required to be given under this Agreement shall be sufficient if in writing and sent by first class, registered or certified mail, return receipt requested; if to the Authority, 500 E. Main Street, Suite 1500, Norfolk, Virginia 23510, Attention: Executive Director; or, if to the City, 1101 City Hall Building, Norfolk, Virginia 23510, Attention: City Manager. Either party may change its address for purposes of notice by giving notice to the other in accordance with this paragraph.

12. Binding on Successors in Interest. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto; provided, however, that in no event may this Agreement or any of the rights, benefits, duties or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give.

13. Third Party Beneficiaries. It is understood between the parties that no third party rights are created by this Agreement.

CITY OF NORFOLK

By_____
City Manager

ATTEST:

_____
City Clerk

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK

By_____
Chairman

ATTEST:

_____
Secretary-Treasurer

CERTIFICATE OF FUNDING

I hereby certify that the money required for this agreement is in the City Treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose.

ACCOUNT:_____

AMOUNT: $498,-----_____

VENDOR CODE:_____

CONTRACT NO.:_____

_____

Director of Finance Date

Contents Approved:

_____

Acting Assistant City Manager

Approved as to Form and Correctness:

_____

Deputy City Attorney

Exhibit 1

RLF Plan

Economic Development Authority of the City of Norfolk, Virginia

Sub grantee for the City of Norfolk, Virginia

[THE NORFOLK REVOLVING LOAN FUND PLAN]

October 2015

The Norfolk Revolving Loan Fund
Revolving Loan Plan

The Norfolk Revolving Loan Program has been developed to assist business and industry in the City of Norfolk by providing below market rate loans for the acquisition of fixed assets and for use in providing working capital. Funding was originally provided with a $300,000 grant awarded by the Economic Development Administration in 1997 in Award No.: 01-49-03642. The City of Norfolk contributed $110,000, for an initial capitalization of $410,000.

PART I: REVOLVING LOAN FUND STRATEGY

The Norfolk Revolving Loan Program will assist business and industry in the City of Norfolk by providing below market rate loans in conjunction with private financing or private equity for the acquisition or expansion of fixed assets and/or provision of working capital to expand employment.

Regional Economic Development Strategy

Norfolk's Department of Development has begun working with regional groups to develop a new Comprehensive Economic Development Strategy (CEDS) for the Hampton Roads region. Compiling a team that can study the economic conditions for the metropolitan region is critical to ongoing viability of the regional economy in an ever changing environment. As part of the 100 Resilient Cities Initiative, pioneered by the Rockefeller Foundation, a study was performed to help cities become more resilient to the physical, social, and economic challenges that are a growing part of the 21st century. The information provided in the study identifies a SWOT analysis that is Norfolk-specific within a regional context. The SWOT analysis will be used as a baseline for participation in the preparation of an updated CEDS.

Working with HR&A Advisors and guided by stakeholder and community engagement efforts, Norfolk's Chief Resilience Officer and other senior members of staff identified a baseline analysis of current-state economic conditions. The results of that process is found below:

Strengths

- The East Coast's preeminent defense hub, with the Navy deeply entrenched
- Strategically located deep water port
- Downtown is the urban commercial core of the region
- Large set of neighborhoods that collectively create a strong, urban residential fabric
- Home to the region's major research university – Old Dominion University (ODU), as well as other educational assets including Eastern Virginia Medical School (EVMS) and Norfolk State University
- Waterfront access a strong amenity
- Home to region's only rail transit system
- Major hospital center serves regional population
- Committed core group of public, private and non-profit sector leadership focused on city and regional economic development

Weaknesses

- Endemic concentrated poverty in some City neighborhoods
- Public education system fails to equip students with necessary skills and is detrimental to the retention of workers with families
- Significant job losses compared to neighboring cities
- Lack of connections between new creative businesses and legacy corporations and industries
- Failure to tell the City's compelling story to a wide audience
- Uncoordinated regional economic policies and goals, yielding unfocused strategies for growth, multiple organizations working towards same goals in isolation, and misaligned incentives
- Historic lack of patenting activity has failed to attract outside investment in a reinforcing cycle
- Supply of quality affordable housing does not meet local resident needs
- Limited regulatory autonomy and ability to experiment with some economic development models as a strict Dillon's rule state

Opportunities

- Increasing demand for downtown, multi-family living in region creates opportunity for Norfolk, the region's urban core, to benefit from additional population growth
- Thousands of skilled workers leaving the military every year from Naval Station Norfolk
- Expansion of the Panama Canal, potential port development at Craney Island, and growth of ancillary port industries
- New economic development leadership team shifting economic development paradigm and expanding tool kit
- Continued expansion of The Tide, including into Virginia Beach, enhances the value of the whole network, while existing station areas offer transit-oriented development opportunities
- Support for new workforce development initiatives that better align with regional demand
- Emerging entrepreneurial community centered in City of Norfolk
- Concurrent resilience research efforts with the support of varied stakeholders, including 100 Resilient Cities, The Rockefeller Foundation, and ODU, could form platform for new resilience industry
- Ongoing rewrite of the city's zoning code and update of its comprehensive plan PlaNorfolk 2030
- Upcoming housing strategy presents opportunity to bolster public and affordable housing and investment in neighborhood improvements
- Military Circle, St. Paul's Quadrant, and Fort Norfolk represent potentially transformational projects that could help to define resilient development moving forward
- Diverse, well-educated international community drawn to the City by NATO, brings new perspectives and international connections

Threats

- Increasing rate of sea level rise and more frequent storms
- Over-reliance on sectors over which the City has limited control and that are at risk of downsizing, such as military and ancillary industries
- Eroding corporate presence and attendant high vacancies in Downtown as companies move to larger southern and mid-Atlantic cities, or neighboring cities with lower rents and greater land availability

- Longstanding fiscal stress relative to state and other cities in the region, and correspondent difficulty maintaining infrastructure quality, largely attributable to Norfolk's large share of non-taxable land and high intensity uses such as the port and Navy
- Industries with job gains have lower wages than industries with job losses
- Limited land to accommodate development could limit Norfolk's ability to benefit from growing industries such as the port
- Students leaving for college outside the region and not returning home to begin their careers
- Declining City capture of regional tourism market

The best hope for regional transformation and combating dependency in Hampton Roads are:

- Diversifying the economic base and developing new industry of the future;
- Gaining public support for and appreciation of the economic value of its regional assets.
- Maintaining and growing the three pillars of the regional economy – the port, tourism and its federal assets;
- Building on defense-related competencies that can be utilized in other industries;
- Leveraging technologies developed at local colleges, universities and federal labs as well as commercial entities; improving commerce derived from industry, all of which is dependent on transportation infrastructure; The region must make it easier for people and products to move within the region;
- Significantly increasing the quality of life for residents by leveraging the variety of attractions, such as the arts and culture, venues and performances to provide more recreational opportunities in the region.

The overriding goal for *Vision Hampton Roads* became:

With proper foresight, continuous planning, and dynamic economic development, Hampton Roads will be recognized internationally as a region fueled by Innovation, Intellectual and Human Capital, Infrastructure and a Sense of Place.

The City of Norfolk's Department of Development has created a *Comprehensive Economic Development Plan (CEDP)* and has identified a series of goals for economic development. The City of Norfolk's Comprehensive Economic Development Plan was endorsed by City Council in 2015. The goal of the CEDP is "growing a prosperous economy by design with long-term growth and development of Norfolk's employment base and labor force." The core strategy is to:

- Build a sustainable local economy that:
    - Affords access to opportunity for all Norfolk residents
    - Fosters vibrant mixed-income residential neighborhoods
    - Supports and expands our tax revenue base
    - Harnesses Norfolk's competitive advantages as a diverse urban center
- Create an environment that is favorable for, and invites investment
- Offers a strengthened brand

The CEDP focuses on the following four multi-disciplinary components.

Business Development through business attraction, retention and expansion of target clusters.

- *Business Attraction Core Activities*
  - Direct engagement of site and location consultants
  - Rigorous research into and targeting of companies exploring relocations
  - Responding to solicitations from companies seeking to relocate
  - Administration of industry- and sector-specific incentive overlay zones
  - Marketing missions in coordination with selected partners
- *Retention and Expansion Core Activities*
  - Administration of financing tools to help address the capital needs of expanding businesses
  - Management of a tiered NorfolkFirst program targeting local employers of all sizes
  - Leveraging City and Norfolk Redevelopment and Housing Authority (NRHA) owned sites for local company expansions
- *SWaM Core Activities*
  - Harnessing the City's purchasing/procurement for small business development
  - Strengthening/managing referral process and links with established technical assistance providers
- Target Clusters
  - Healthcare/Life Sciences
  - Maritime/Supply Chain
  - Defense/Cybersecurity
  - Innovation/Technology/Manufacturing
  - Headquarters
  - Policy Associations
  - Creative/Artisanal/Film
  - Retail
  - Renewable Energy/Resiliency

Revitalization & Redevelopment. Redevelopment of opportunity sites in priority target areas

- *Core Redevelopment /Revitalization Activities*
  - Develop Requests for Proposals as a means of soliciting developer partners for City or NRHA-owned properties
  - Work with property owners to encourage redevelopment of strategic, privately-owned assets
  - Develop and implement financing strategies to help bring projects to fruition

- *Neighborhood Commercial Areas Revitalization Core Activities*
  - Administration of loan and grant programs for façade improvement, marketing, etc.
  - Technical assistance for small businesses

Financial Services & Reinvestment

- Direct lending utilizing federal dollars
- Underwriting of "synthetic" and bond-based tax increment financing deals
- Capital "formation" and acquisition (e.g. community development venture capital, tax credits)

Workforce Innovation & Wealth Creation

- Assist in designing and overseeing adult workforce development programs in partnership with external organizations
- Conduct research on philanthropic prospects and help draft funding proposals to support City-initiated or sponsored workforce development and social enterprise programs and activities targeting low- and moderate-income individuals (e.g., vets, public housing residents)

Business Development Objectives and Financing needs of Targeted Businesses

The City of Norfolk and the Economic Development Authority of the City of Norfolk (EDA) are focused on providing access to capital to aid in the City's development and revitalization and to create employment opportunities generated through new and expanding business activity. Originally funds were made available to just those businesses located in the Enterprise Community. In an effort to bring more benefit to City residents and businesses, the eligible lending area will be broadened to the entire city.

Evaluation of the S.W.O.T. analysis found in the 100 Resilient Cities study showed that many of the same issues identified in the last CEDS analysis still hold true today. It has been determined that the RLF needs to target locally owned and operated businesses that need assistance in obtaining financing for fixed assets as well as funding for working capital. The City's Comprehensive Economic Development Plan has identified those target clusters that are critical to growth in the Norfolk market. The City will continue to identify publicly owned land and/or facilities to meet the business community's need for expansion. The strategy is to make land available for the development of commercial and industrial facilities, work with existing businesses to expand, attract new businesses to commercial industrial properties and provide incentives to new and existing businesses in the form of loans and public improvements.

Objectives of the Business Development Strategy:

1. To attract new businesses, industry and commerce
2. To retain existing businesses in the City of Norfolk
3. To aid in the expansion of current Norfolk businesses
4. Provide support in the form of financing, tax relief, physical infrastructure, marketing and other assistance to promote growth and development of new and existing businesses in the Target Clusters.

Financing Strategy

1. Current Types of Financing Needs.
   Small businesses historically have difficulty obtaining financing for fixed assets. If financing is available, the down-payment requirement or terms prohibit some business's ability to move

forward with these financing options. Obtaining financing after the most current recession is also difficult because financial institutions are reluctant to absorb the added risk.

2. Availability of Public and Private Financing.
There is a shortage of both private and public funding available to finance economic development in Norfolk.

3. Financing Niche.
   (a) The RLF will finance small to moderate sized businesses with 1-150 employees.
   (b) Fixed asset financing will be available for the purchase of real estate, machinery and heavy equipment. Working capital financing will be available especially for those entrepreneurs who are in the early stages of their business life cycle.
   (c) The terms of the loan will be no more than ten years for machinery and equipment and no more than twenty years for real estate, with a fixed interest rate. Working Capital loan terms will be no more than seven years. All terms will be based on the useful life of the assets being financed.
   (d) Terms will be flexible to meet the borrower's cash flow needs. Initial periods of interest-only payments will be considered for start-up operations and possibly to support a large expansion project.
   (e) The available funds will be divided equally between two new loan fund initiatives: Citywide Partnership Fund and a Global Initiatives Fund. The two funds will be combined for the purposes of reporting to the EDA on a semi-annual basis.

4. RLF Impact.
The RLF, was originally capitalized at a total of $410,000. The current balance available to fund approved loan requests is $498,968.03 according to the 3/31/2015 RLF Semi-Annual Financial Report. We project making eight (8) to ten (10) new loans creating a minimum of twenty-five (25) new jobs.

Policy and Portfolio Standards

The RLF will target industrial, commercial, service, and exporting businesses within the City of Norfolk and will be consistent with the identified Target Clusters. Loans from the RLF will be made available to new businesses as well as existing businesses. The financing structure for each loan will require that 57% of the financing be obtained from a financial institution or equity infusion, 33% from the RLF and a minimum of 10% cash injection from the borrower. The RLF will create one (1) new, full-time permanent job for every $20,000 loaned from the RLF. The overall objective is to create as many jobs as is feasible, but in any case, the minimum standard will be to create one (1) full-time permanent job for every $20,000 loaned by the RLF.

Lending Criteria

Economic impact criteria used to evaluate proposed loans will include the borrower's repayment ability; the extent and amount of job creation the business will provide. In addition, the RLF will make loans to those businesses that cannot otherwise be funded through commercial loans at favorable terms and/or rates.

PART II: OPERATIONAL PROCEDURES

Portfolio Management Procedures

The Economic Development Authority of the City of Norfolk, Virginia will be the organization with primary responsibility for administering the RLF. Staff from the City's Department of Development will provide support for day-to-day operations of the RLF. Department of Development staff will perform all of the required functions in the making and servicing of RLF loans for business development.
The Department of Development has hired a Chief Investment Officer (CIO) who will provide oversight over the program. The CIO has more than 20 years of experience in commercial banking, to include, underwriting, credit analysis, loan structuring, collections and workout resolution.

The City of Norfolk Department of Development also has primary responsibility for business recruitment and business retention for the RLF eligible activities and will be actively involved in marketing the RLF; in analysis of its use; and in determining how to improve its effectiveness in meeting the goals and objectives of the City of Norfolk.

The law firm of Kaufman and Canoles represents the EDA of the City of Norfolk. George Consolvo is the lead attorney. The firm has extensive legal experience in all aspects of commercial lending and will provide the legal support required in the operation of the RLF.

The loan management function will be managed by City's Department of Development staff. They will undertake loan processing, credit analysis, loan write-ups and recommendations, and collections. Department of Development staff is responsible for loan servicing, delinquent loans, foreclosures and compliance with state and federal grant requirements. Loan closings and processing will be performed by the law firm, Kaufman and Canoles.

The Norfolk First Loan Committee (NFLC)

The Norfolk First Loan Committee (NFLC) shall review loan requests for the Citywide Partnership Fund and the Global Initiatives Fund. The loan committee shall be composed of various community representatives, including those from the financial, real estate, and small business sectors within the City of Norfolk. The NFLC will have 5 members as well as an ex-officio member from Economic Development Authority Board. Members of the loan committee will be appointed by Norfolk's City Manager.

The NFLC, while not having loan approval authority, will review the loan credit package in its entirety and will make a recommendation to approve or decline credit requests. Recommendations will be made to the Economic Development Authority Board of Directors for their approval.
NFLC meetings will be held on an as-needed basis. A quorum of committee members is required to recommend a loan.

Conflict of Interest

No Department of Development employee or member of the EDA Board, or other City board or City employee that advises, approves, recommends or otherwise participates in decisions concerning loans or the use of RLF funds, or person related to said persons by immediate family, law, or business arrangement, may receive any benefits resulting from the use of RLF loan or grant funds. Immediate family is defined as parents, grandparents, siblings, children and grandchildren, but does not include more

distant relatives, including cousins, unless they live in the same household. Exception: A benefit or loan may be conferred if the officer, employee, City Council member or other board or commission member affected first discloses to the EDA Board on the public record the proposed or potential benefit and receives the Authority's Attorney's written determination that the benefit involved is not so substantial as to reflect adversely upon or affect the integrity of the RLF's decision process or of the services of the officer, employee, or member of the EDA Board. EDA Board members are responsible for disclosing any possible conflict of interest that may exist with respect to a particular action of the loan approval.

Any Department of Development employee, or EDA officer, or member of the EDA Board, or City employee shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment or any other thing of monetary value, for him or herself or for another person, from any person or organization seeking to obtain a loan or any portion of the RLF funds. Former EDA Board members and/or officers are ineligible to apply for or receive loan or grant funds for a period of one year from the date of termination of his/her services. Loan Committee members that have other professional relationships (i.e., a banker with loan to borrower) with a prospective borrower cannot be present for deliberations, but may respond to questions from other members of the Board, to avoid the appearance of a conflict of interest. All Board members will be required to comply with local and state conflict of interest policies and filing requirements.

Loan Processing and Underwriting

1. Standard Loan Application Requirements - Each applicant for a RLF Loan will be required to provide the following information for review and analysis by the RLF staff and by the Norfolk First Loan Committee:
    - All borrowers must complete and sign the relevant loan application specific to the investment program in which they are seeking financing. There will be a $250 non-refundable application fee. The applications are available on line at www.norfolkdevelopment.com or at the Economic Development Authority of the City of Norfolk's office located at 500 E. Main Street, Suite 1500, Norfolk, Virginia 23510.
    - All questions regarding the application should be directed to Norfolk Department of Development.
    - Borrower must provide the following for an application to be considered complete:
        - Signed Loan Application
        - Signed Personal Resume for all principals with a 20% or greater ownership interest in the applying entity and key management.
        - Freedom of Information Act Disclosure should be acknowledged by authorized representative for the applicant as well as all principals with a 20% or greater ownership interest in the applying entity.
        - Completed Company Profile form
        - Signed Business Debt Schedule
        - Signed Personal Financial Statement for all principals with 20% or greater ownership interest in the applying entity. Personal Financial Statements should not be more than 90 days old.
        - 3 years signed business tax returns
        - 3 years signed personal tax returns (for all principals with a 20% or greater ownership interest in the applying entity)

- Three most recent years of company's CPA audited, reviewed or compiled financial statements (balance sheet, income statement & statement of cash flows), current year to date interims statements. CPA prepared financial statements are preferred. Exceptions may be made when an entity does not have CPA prepared statements.
- A business plan for any company that has been in existence less than 2 years. The business plan should provide detailed projections related to the entity and the project itself.
- Description of collateral
- Organizational documents: Norfolk Business License for sole proprietors; Partnership Agreement for partnerships; Articles of Organization for LLC along with operating agreement if there is more than one member; Articles of Incorporation for corporations along with by-laws.
- Other related information as needed.

- Stamp all documents confidential.

2. Credit Reports. The RLF will also require a credit report for each borrower and the applicant must execute a form authorizing the Revolving Loan Fund staff to obtain the necessary credit reports.

3. Appraisal Reports. For all applications approved by the Norfolk First Loan Committee an appraisal of the fair market value of the real estate to be financed must be obtained prior to loan closing. The appraisal must support the estimated value of the property as contained in the loan application. The appraisal to be provided to the RLF staff must be a full narrative appraisal which contains the three methods of computing fair market value (construction/income/comparable sales). The RLF staff will review the appraisal, discuss it with the Norfolk First Loan Committee, if appropriate, and insure that the project being funded with RLF financing is supported by an accurate and comprehensive estimate of its collateral value.

4. Environmental Review. The borrower will be required to comply with all state and local environmental review requirements with all applicable Federal, state and local standards. The RLF staff will visit and inspect each property proposed for RLF financing to determine if any potential exists for environmental hazards. The condition and age of the existing property, its current and former use, and the nature and condition of neighboring adjacent uses will all be analyzed and considered. A determination will be made for additional inspection by a qualified inspector, as well as an environmental audit, as appropriate. If the potential exists for environmental problems with the property to be financed, a Phase I Environmental Report will be required of the borrower. The RLF will utilize the services of qualified personnel to review environmental questionnaires for compliance with the above. The RLF staff will review and consider the Phase I report and make a determination before a loan commitment letter is extended. The RLF staff will not recommend participation in any loan where a potential exists for serious environmental problems or where the collateral value of the asset to be financed would be compromised without proper mitigation or coordination with local and state agencies to address environmental concerns.

5. Standard Collateral Requirements. The RLF will require the personal guaranty of any owner holding a 20% or more interest in the business to be financed. The RLF will require comprehensive hazard insurance naming EDA as a loss payee for each loan in an amount sufficient to insure the protection of the principal amount of the loan. The RLF will require key

man life and/or disability insurance on a case by case basis as determined by the Norfolk First Loan Committee.

A lender's title insurance policy will be required on each real estate property financed. The RLF will provide financing for fixed assets in combination with and subordinate to a commercial lender of the borrower's choosing. The RLF will obtain a second deed of trust, subordinate only to the participating first mortgage lender, in an amount equal to its loan amount and supported by the appraisal discussed in #3.

6. Standard Equity Requirements. The RLF will make loans for the acquisition of fixed assets and working capital. For loans approved for an existing business, the borrower must make an equity investment of at least 10% of the total project cost. The 10% equity investment required may come from the personal assets of the borrower or the assets of the business to be assisted. The borrower must demonstrate the availability of the required 10% equity investment in the material submitted to the staff prior to the Norfolk First Loan Committee.

   For loans approved for a new business venture, the borrower must make an equity investment of at least 15% of the total project cost.

   If the Norfolk First Loan Committee determines that the asset to be financed is a single purpose building it may require an additional equity investment over and above the previously stated minimums.

7. Loan Write Up.
   The staff will provide the Norfolk First Loan Committee a comprehensive loan write-up prior to the Loan Review Committee meeting. The loan write-up will summarize the key aspects of the proposed financing and will include:

   1. Location of the project.
   2. Detailed description of the borrower(s). A list of owners and their percentage of the business.
   3. List the names and relationships of the guarantors to the owners of the business as appropriate.
   4. Briefly describe the business.
      (a) Loan request, the monthly amortization, and term.
      (b) Interest rate.
      (c) Use of Funds by category.
      (d) Loan Fees: The maximum fee charged will be 1%. Applicants shall be responsible for any outside costs incurred for processing, such as appraisals, environmental reports, credit reports, etc.
   5. Description of the collateral pledged for this loan, and indicate the secured position of the RLF
   6. For non-real estate related assets, Invoices, Bill of Sale or other means to value the asset(s) being financed can be used.
   7. Description in detail for the purpose of the loan. Detail on the sources and uses of proceeds to complete the project.
   8. Public Benefit: Describe the benefit of this loan in terms of jobs retained and/or created. Indicate the value of this borrower to the community. Jobs saved are defined as jobs that would be imminently lost without RLF assistance.

9. Job/Cost Ratio: Divide the total loan amount by the number of jobs saved and/or created as a result of this loan.
10. Why the loan is necessary and appropriate and proof the proposed loan does not replace private sector funding sources
11. Financial Analysis that describes the Company's financial performance as reflected by its financial statements, with special emphasis on revenues and operating income, leverage, cash flow, and debt capacity.
12. Credit Report obtained on the principals, guarantors, and company.
13. Discuss any City environmental review and the results of any required Phase I or Phase II environmental study. Attach an environmental checklist or other review that is relevant to consideration of the loan. Indicate what actions the borrower must take to comply with any environmental findings or requirements.
14. Recommendation, based on analysis of the financial analysis, and ability to repay.

The RLF staff will also provide the Norfolk First Loan Committee a copy of the participating bank's internal credit/background analysis report when available to provide insight and observations of the borrower's bank of account.

Loan Review Process

1. Applications shall be reviewed in the order received and based on readiness for the project to proceed. In the event that the loan funds requested exceed available funds, the following criteria will be used to determine which business(es) will be awarded the loan(s):
    a. Eligibility of the applicants;
    b. Eligibility of the project to be undertaken;
    c. Evidence of the ability to repay the loan;
    d. The extent to which the loan can be secured;
    e. The extent to which private funds are being leveraged;
    f. The extent to which jobs are to be created, the type of jobs and wages;
    g. Timing of the proposed expenditures
    h. Length of time in business or experience
    i. Other relevant factors as deemed appropriate by a majority of the Loan Committee members, as applicable.

2. Preliminary Review - Staff from the Department of Development will review the application for completeness and verify the proposed project meets the minimum requirements provided for in this credit policy. Any exceptions must be documented. If the application is not complete, the applicant will be informed of the deficiencies.
3. Credit Analysis Review – Prior to the Committee's review of the application, the Department of Development will prepare a credit analysis for each principal owner or officer of the business with a 20% ownership interest or greater.
4. Formal Review – The Committee will meet to review an application and credit analysis package. The Committee has the ability to determine if a proposal is acceptable for funding or not. The Committee will make a recommendation to the EDA.

Economic Development Authority Loan Approval
At the Economic Development Authority's monthly meeting, all loan request recommendations from the Norfolk First Loan Committee will be discussed, voted on, or deferred. A majority of the Board members at a meeting in which a quorum is present shall be required for official action concerning the loan requests.

Federal Compliance
To ensure the loan activity or purpose is compliant with federal funding requirements, a designated representative from the Norfolk Department of Development will seek guidance from the National Development Council and/or the City's CDBG Grant Administrator and/or the Federal EDA to verify compliance. Only those loans that are compliant with federal standards will be recommended for approval.

Minutes of each RLF Loan Review Committee meeting will be maintained and reviewed and approved at subsequent Board meetings. The RLF staff will notify each applicant in writing of the Loan Committee's decision. Those loans that are approved will receive a loan commitment letter stating the terms and conditions of the financing to be provided. The RLF staff will also provide the borrower with a listing of the information/documentation required for closing the RLF loan.

Loan Decline and Appeal Process
The Board will act upon recommendations for loan approval with the knowledge that the due diligence and underwriting on each loan has been completed, and upon reliance that the financial exhibits provided in the application are correct. Where a loan is denied by the Board, an applicant may request further review, if the applicant can provide additional information that addresses the concerns of the Board about the proposed loan. However, the Board's decisions on loans are final and binding and cannot be appealed to the City Council.

General Closing Requirements

The RLF will require that the borrower demonstrate both evidence of total project cost at closing with paid invoices or a HUD settlement statement and execute a certificate of injection stipulating the amount of funds the borrower has personally or corporately invested in the project.

1. The RLF will require copies of the borrower's bank commitment letter for permanent and interim financing, promissory note, first deed of trust, UCC filings, assignment of rents, if applicable, and other executed documents evidencing the bank's participation prior to loan closing.

2. Loan Closing Documentation Requirements.

   The standard document checklist for closing will include the following:

   - RLF commitment letter
   - RLF executed Promissory Note, Deed of Trust, Loan Agreement
   - Assurance of Compliance for Nondiscrimination and Agreement of Compliance (SBA Form 601)
   - Use of Proceeds Form
   - A statement of No Adverse Change in the Financial Condition of the Borrower
   - Injection Certificate and Evidence of Injection

- Agreement of Prior Lienholder and Estoppel Letter
- Permanent Loan Bank Note
- Settlement Statement
- Certificate of Occupancy, if applicable
- Hazard, Life, Title, and Disability Insurance Documentation as required
- Deed of Bargain and Sale

3. Loan Disbursement Requirements.
   If the RLF loan is for machinery or heavy equipment, the borrower must take delivery of the asset to be financed and present the necessary invoice for payment before the RLF loan could be closed and funded.

   The RLF will only disburse funds at closing upon the satisfactory completion of construction and after all necessary documentation has been provided that the purchase and/or construction has indeed been completed in accordance with previously agreed upon terms and conditions and building plans.

After a loan is approved, the Environmental Review Record for the project is completed. Thereafter, a Loan Commitment Letter will be issued with the terms and conditions of the approved loan addressed to the borrower and guarantors. All parties involved in the loan transaction must execute the Commitment Letter. This executed letter becomes part of the loan documentation package.
The Economic Development Authority will engage an attorney to draft the necessary loan documents. At a minimum there will be a promissory note, a loan agreement, a security agreement or any necessary documents to secure the loan with the approved collateral. Guarantee agreements will be required when the borrower is an entity and the related person(s)/entities are guaranteeing the loan. Other documentation may be required to perfect liens and security interests and to evidence other loan deliverables.

A designated representative from the Department of Development is accountable for ensuring that the loan documents conform to the approval. The designated representative will work closely with the closing attorney and borrower to ensure a timely closing. A loan closing should occur within 30 to 45 days of a signed commitment, although commitments will be valid for up to 90 days.

Funds will be disbursed through the appropriate loan fund and checks must be issued using standard operating procedures for check issuance for the Economic Development Authority.

If the application is not approved, the Department of Development will send a letter to the applicant stating the reasons for rejection.

Loan Documentation
Loan documents for individual loans will conform to the loan approval and shall be in compliance with all applicable laws. The documents will at a minimum address the following:

- **Financial Terms** – interest rate, term, conditions under which loan proceeds will be disbursed, and a prepayment clause.
- **Performance Commitments** – representations and warranties, covenants, events of default, remedies and enforcement.

The list above is not exhaustive and may be added too as necessary for individual loan requirements.

Records

Written records of all program activities, including Economic Development Authority Board meetings, loan applications and related documents shall be maintained in the appropriate files. All files shall be kept in a secure place with access limited to authorized personnel.

The following items shall be established and maintained in a loan file by the Norfolk Department of Development acting on behalf of the Economic Development Authority:

1. Application: This will be kept in the loan file and includes the application, business financial statements, personal financial statements, business tax returns, personal tax returns, credit reports, business plan documents and other supporting loan information submitted along with all applicable correspondence.
2. Credit Package: The loan file will include the credit memo and all supporting analysis needed to make a lending decision. The credit package will be reviewed by the Committee and a recommendation will be made to the Economic Development Authority Board. Each loan file shall contain a copy of the signed approval document with the loan terms and conditions clearly delineated.
3. Loan Documentation: The loan file will contain copies of all the loan closing documents such as security instruments, the promissory note, loan agreement, security agreement, appraisals (collateral valuation documentation), and applicable correspondence. Original copies of legal documents will be maintained in a protected area.
4. Grant Compliance Tracking Information: All monitoring required to verify compliance with federal grant requirements will be performed annually at the time of the annual loan review. If the grant requires more frequent monitoring, the staff will follow the required schedule. Documentation will be maintained in the loan file.

Standard Lending Terms

1. Equity or cash investments.
The RLF borrower will provide a 10% cash injection based upon the total project cost for an existing business and a 15% cash injection based upon the total project cost for a new business.

2. Repayment terms. Repayment terms for fixed assets, such as machinery and equipment, will be no more than ten years and no more than twenty years for the acquisition of or improvements to real estate. Working capital loans will have a maximum of seven year terms. A permanent loan commitment will be extended prior to construction or renovation of a building.

3. Interest Rates
The minimum interest rate will be determined accordingly as four (4) percentage points below the current money center prime interest rate quoted in the Wall Street Journal, or the maximum interest rate allowed under State law. In no event shall the interest rate be less than the lower of four percent (4%) or seventy-five percent (75%) of the prime interest rate listed in the Wall Street Journal. If the prime interest rate listed in the Wall Street Journal exceeds fourteen percent (14%), in no event, will the maximum interest rate charged be more than ten percent (10%). The determined rate will be a fixed rate for the term of the loan.

4. Required collateral for borrowers. A personal guarantee will be required of all borrowers who have a 20% or more ownership interest in the business being assisted.

5. Loan sizes. The RLF will make loans with a minimum loan size of $25,000 and a maximum loan size of $100,000. Under exceptional circumstances the Board may approve a loan up to $150,000, where a larger loan is necessary to assist in the expansion or attraction of business in a targeted industry cluster, with significant job creation. In any event, the RLF loan for each business will be no more than 33% of the total project cost.

6. Uses of Capital. The RLF will be targeted toward new and existing industrial, commercial, service and exporting businesses in the City of Norfolk. Funds from the RLF will be used to finance fixed assets such as real estate for the business to locate and operate, for machinery and heavy equipment for the business operation, and working capital. Heavy equipment and machinery must have a useful life of at least ten (10) years.

7. Restrictions on Use of Capital. Consistent with Federal EDA regulations (13 CFR § 307.17) RLF capital may not be used for the following: (1) to acquire an equity position in a private business; (2) to subsidize interest payments on an existing RLF loan; (3) to provide for borrowers' required equity contributions under other Federal Agencies' loan programs; (4) to enable borrowers to acquire an interest in a business either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation. Sufficient justification may include acquiring a business to save it from imminent closure or to acquire a business to facilitate a significant expansion or increase in investment with a significant increase in jobs. The

potential economic benefits must be clearly consistent with the strategic objectives of the RLF; (5) to provide RLF loans to a borrower for the purpose of investing in interest-bearing accounts, certificates of deposit or any investment unrelated to the RLF; or (6) to refinance existing debt, unless the RLF recipient sufficiently demonstrates in the loan documentation a "sound economic justification" for the refinancing (e.g., the refinancing will support additional capital investment intended to increase business activities.

8. Leveraging of Funds. The financing structure for each loan will require that at least 67% of the project is privately financed. Loans will be structured so that 57%of the financing will be obtained from a financial institution or equity infusion, 33% from the RLF and a 10% cash injection from the borrower. For loans approved for a new business venture, the borrower must make an equity investment of at least 15% of the total project cost. The private investment must have been made within twelve (12) months prior to approval of an RLF loan, as part of the same business development project.

Interest Bearing Account

All RLF loan payments will be maintained and reported in a separate RLF account. Once loan payments are received they will be placed in an interest bearing account until they are relent or expended on an eligible expense such as an annual audit. The RLF financial report will designate and make a careful distinction between repayment of principal and interest received on loans, interest received on RLF funds invested on short term basis until they are relent, and late payment penalties and fees.

Revolving Loan Fund Income

RLF income will be used for the purpose of making loans or paying for eligible and reasonable administrative costs associated with the RLF's operations. RLF income will be used for administrative costs incurred in processing, servicing or sourcing existing and new loans. These costs will be reported in the semi-annual reports to EDA. RLF income that is not used for administrative costs will be used for new loans. RLF income may fund administrative costs, provided: (1) such RLF income and the administrative costs are incurred in the same six-month reporting period; (2) RLF income that is not used for administrative costs during the six-month reporting period is made available for lending activities; and (3) RLF income shall not be withdrawn from the RLF capital base in a subsequent reporting period for any purpose other than lending without the prior written consent of EDA.

Capital Utilization Standard

A Capitalization standard of seventy-five percent (75%) will be maintained for the revolving loan fund. Repayment and lending schedules will be monitored to ensure seventy-five percent (75%) of funds are in use for the duration of the program. Income earned during a reporting period is not included as RLF capital when calculating the capital utilization percentage.

When the percentage of loaned RLF capital falls below seventy-five percent (75%), capital utilization percentage for two (2) consecutive reporting intervals, the excess funds will be deposited into a separate interest-bearing account, separate from the RLF account. Interest from the sequestered funds will be remitted proportionally each quarter according to EDA RLF requirements. Use of the funds for new loans will require EDA approval.

Collections

Loan Payment and Collection Procedures. The RLF will encourage but not require a system of automatic payment withdrawals. For borrowers who do not participate in this system, a payment notice will be mailed monthly. The RLF staff will promptly account for and deposit all payments received in a federally insured RLF bank account.

Monitoring

The RLF staff will monitor each loan on a continuing basis to make sure that:

1. The asset financed is maintained in good condition.
2. That annual financial statements are provided by the borrower and reviewed for potential problems.
3. That an annual site visit is conducted to make sure the borrower is complying with all applicable RLF loan requirements and federal requirements.
4. That all required insurance is in place at all times and that EDA is named as a loss payee.
5. That all UCC filings are in place and refiled as necessary to protect the interests of the RLF.

Foreclosures

Procedures for handling loans over 90 days in arrears. The RLF staff will discuss any loan 90 days or more in arrears with the Loan Committee, and EDA Board and the private sector lender/bank which holds the first deed of trust on the property for which a RLF loan has been made. The RLF staff will take whatever steps are necessary and prudent to collect overdue payments, including but not limited to, instituting foreclosure proceedings so that the fixed asset can be sold to recover funds loaned and seeking a court judgment against the borrower(s) to recover the amount owed to the RLF from the personal resources of the borrower(s).

Write-off Procedures

The RLF staff will diligently and forcefully pursue recovery of all principal, accrued interest and late payment penalties. In those instances where despite the concerted efforts of the RLF staff and its attorneys, the RLF is not able to recover the amount owed, the RLF staff will report the amount unrecoverable to the Norfolk First Loan Committee as a loss and charge off this amount as a loan write-off.

Evidence of Fidelity Bond Coverage

EDA will maintains Fidelity coverage with an insurance provider. A copy of the policy declaration will be maintained and updated with the plan. The fidelity bond coverage for staff authorized to handle funds under the Grant award is in an amount up to $500,000 single loss which is sufficient to protect the interests of EDA and the RLF as it exceeds original and current capitalization for the revolving loan program.

Accounting Principles

EDA operates in accordance with generally accepted accounting principles (GAAP) and follow governmental accounting standards board (GASB).

Part III: Administrative Procedures

LOAN ADMINISTRATION

Loan servicing begins immediately after the Closing, and continues for the term of the financing. The loan servicing function is a part of a proactive system which includes post loan review to ensure the continuing viability of the loan.
Loan records will be maintained and tracked using computer software that interfaces with QuickBooks.
Department of Development staff is responsible for:

- Maintaining current information in the loan file.
- Collecting updated financial information (tax returns and/or financial statements) on an annual basis or more frequently if required in the loan agreement.
- Monitoring and receiving updated or renewed insurance coverage.
- Monitoring and receiving updated tax payment information (for real estate, personal property, and income).
- Monitoring and reviewing UCC Financial Statements (filing renewals or modifications as needed).
- Responding to Borrower's requests for modifications to the existing loan.
- Conducting formal and/or informal periodic site visits and phone calls.
- Conducting annual reviews.
- Providing periodic reports to the Economic Development Authority.

PERFORMANCE MONITORING

Private Leverage Commitments
The EDA reserves the right to monitor the use of funds and expenditures of the private leverage commitment. Documentation may include invoices or receipts for materials and supplies, letters from lenders, documents of conveyance, and canceled checks.

Hiring of New Employees
The Department of Development, for the benefit of the Economic Development Authority, shall monitor the borrower's progress in meeting agreed-upon job creation or retention goals. Failure of the business to provide the targeted number of Low to Moderate Income (LMI) level jobs may be a condition of default unless the business can show it made a good faith effort to create the targeted number of LMI jobs, but did not succeed due to reasons beyond its control.

Annual Review
In order for an Annual Review to be an effective management tool, it must be performed within 90 to 120 days of a Borrower's fiscal year end. If the Borrower has filed an extension on its tax returns, a copy of the extension should be maintained in the file. The purpose of the annual review is to:

1. Determine if there has been a change in the Borrower's financial position which could affect repayment ability;
2. Determine if there has been a violation of any loan covenant;
3. Determine if there has been any material change in the collateral and guarantees securing the loan which threatens the collateral coverage;
4. If necessary, provide a platform from which an Action Plan can be developed with the borrower which will address or remedy any outstanding deficiencies.

Annual Review Steps

1. Collecting financial statements and information on an annual basis (to include an updated Personal Financial Statement for all borrowers/guarantors);
2. Performing updated personal and corporate credit checks as needed;
3. Comparing financial information and performance against loan covenants;
4. Perform a site visit to interview borrower, check collateral and review financial analysis;
5. Preparing an annual loan review report to include that information gathered in steps 1-4;
6. Review the annual report with the applicable Committee and the Economic Development Authority.

Events of Default

Upon the occurrence of an event of default, a designated representative from the Norfolk Department of Development along with Economic Development Authority Counsel or an appointed representative will seek timely cure, and absent a cure, remedy.

Use of Repayments and Reporting

Repaid loans shall be re-deposited into the revolving loan fund from which it was disbursed and used in a manner consistent with this policy manual. A separate accounting record for each loan shall be kept to account for all funds loaned. The EDA shall submit annual reports to the City as prescribed by federal requirements for compliance. The EDA shall submit a Revolving Loan Fund Semi-Annual Financial Report (ED-209) as required.

GRANT COMPLIANCE

1. Procedures for Complying with EDA Reporting Requirements. RLF Staff maintain all RLF financial records and will receive and account for all payments made on RLF loans.

   All RLF loan payments will be maintained and reported in a separate RLF account. Once loan payments are received they will be placed in an interest bearing account until they are relent or expended on an eligible expense such as an annual audit. The RLF financial report will designate and make a careful distinction between repayment of principal, interest received on loans, interest received on RLF funds invested on a short term basis until they are relent, and late payment penalties on fees.

3. Grantee Control Procedures for Ensuring Compliance with all Grant Requirements and for Monitoring the RLF Portfolio. The RLF staff will continually monitor the RLF loan portfolio to insure that all terms and conditions of the RLF loan are complied with and that the borrower is in compliance with all applicable RLF/EDA codes and regulations. The RLF staff will coordinate with the Economic Development Administration staff, to review grant requirements and to go over the loan program and loan portfolio so as to make sure that all grant requirements are met.

4. The loan agreement shall contain covenants that shall require the borrower to comply with the Federal statutory and regulatory requirements that apply to activities carried out with RLF loans. The loan agreement shall contain a provision to protect and hold the Federal government harmless from and against all liabilities that the Government may incur as a result of providing an award to assist (directly or indirectly) in site preparation or construction as well as the renovation or repair of any facility or site. This applies to the extent that such liabilities are incurred because of ground water, surface, soil or other conditions caused by operations of the RLF Recipient or any of its predecessors on the property. The loan agreement shall also include a list of the Federal requirements that apply to RLF Borrowers as provided in U.S. Department of Commerce Economic Development Administration *Revolving Loan Fund Standard Terms and Conditions, Part III. Lending Restrictions and Borrower Requirement*.

UNITED STATES DEPARTMENT OF COMMERCE
Economic Development Administration
The Curtis Center
601 Walnut Street
Suite 140S
Philadelphia, PA 19106-3323

Leslie Osborne
City of Norfolk
500 E. Main St.
Suite 1500
Norfolk, VA 23510

EDA Project # 01-49-03642

Dear Ms. Osborne:

Thank you for the submission of City of Norfolk's EDA Five Year Revolving Loan Fund (RLF) Plan. The Philadelphia Regional Office has completed its review, in accordance with EDA regulations. EDA offers approval of your EDA RLF Plan.

Please note that a Plan modification request must be approved by EDA before an RLF operator may change any aspect of their Plan or the operation of their revolving loan fund program. You will be required to submit your next 5 Year plan in February 2021.

We wish you continued success in your efforts to implement the economic development activities described in your RLF Plan. Please address any questions to Kia Booker, RLF Economic Development Specialist for Virginia at (215) 597-1080 or by email at kbooker@eda.gov.

Sincerely,

Paul Matyskiela
Administrative Director

C: Dir., Department of Development

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: Young Terrace & Diggs Town Communities- NRHA Renovations

Reviewed: _____
Peter H. Chapman, Deputy City Manager

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-15**

I. **Recommendation:** Approve Resolution

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

III. **Description:**
This agenda item is a resolution to approve the formation of legal entities by the Norfolk Redevelopment and Housing Authority ("NRHA") to facilitate the renovation of the communities known as Young Terrace and Diggs Town (collectively, the "Communities").

IV. **Analysis:**
NRHA has determined it is appropriate to renovate, modernize and improve the Communities. The formation by NRHA of limited liability companies, limited partnerships and other entities may be necessary to facilitate its participation in one or more transactions using low-income housing tax credits.

V. **Financial Impact**
N/A

VI. **Environmental**
N/A

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

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and resolution have been coordinated with the Department of Development and the City Attorney's Office.

Supporting Material from the Department of Development:

- Ordinance

02/17/2016 lds

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

RESOLUTION

RESOLUTION APPROVING THE FORMATION OF LEGAL ENTITIES BY THE NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY TO FACILITATE THE RENOVATION OF THE YOUNG TERRACE AND DIGGS TOWN COMMUNITIES

- - -

WHEREAS, the Board of Commissioners of the Norfolk Redevelopment and Housing Authority (the "Authority") has determined that it is appropriate to renovate, modernize and improve the communities known a Young Terrace and Diggs Town (collectively, the "Communities") located in Norfolk, Virginia, and to convert the Communities from Low Income Public Housing ("LIPH") to Project Based Section 8 Vouchers through the Rental Assistance Demonstration ("RAD") initiative (collectively hereinafter referred to as the "Project"); and

WHEREAS, the Project may be implemented in several phases; and

WHEREAS, the Authority intends to use low-income housing tax credits to help finance one or more phases of the Project; and

WHEREAS, the participation of the Authority in transactions using low-income housing tax credits to support the Project necessitates the creation of such limited liability companies, limited partnerships and other entities as may be desirable to

facilitate the use of low-income housing tax credits under Section 42 of the Internal Revenue Code, as amended; and

WHEREAS, pursuant to subsection 12 of Section 36-19 of the Virginia Housing Authorities Law, Chapter 1, Title 36, Code of Virginia of 1950, as amended (the "Act"), the Authority is authorized to form corporations, partnerships, joint ventures, trusts, or any other legal entity or combination thereof, with the approval of the local governing body; and

WHEREAS, on December 10, 2015, the Board of Commissioners of the Authority adopted a Resolution authorizing the formation of such limited liability companies, limited partnerships and other entities as may be necessary to facilitate the participation of the Authority in one or more transactions using low income housing tax credits for the Project, subject to the approval of the Council of the City of Norfolk (the "City Council"); and

WHEREAS, the City Manager of the City of Norfolk has recommended that the City Council approve the creation of such entities and the participation of the Authority therein;

BE IT RESOLVED by the Council of the City of Norfolk that:

Section 1:- The formation by the Authority of such limited liability companies, limited partnerships and other entities as may be necessary to facilitate the participation of the Authority in one or more transactions using low-income housing tax credits for the Project is hereby authorized and approved.

Section 2:- That this resolution shall be in effect from and after its adoption.

C: Dir., Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: David L. Ricks, Director of Public Works

Subject: Encroach into the right-of-way of Boush Street and Grace Street with an underground footer and concrete flood wall

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager_

Item Number: **R-16**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** 749 Boush Street, LLC
749 Boush Street
Norfolk, Virginia 23510

III. **Description:**
This agenda item is an ordinance permitting 749 Boush Street, LLC to encroach into the right-of- way of Boush Street and Grace Street with an underground footer and concrete flood wall.

IV. **Analysis**
An encroachment is an object or structure that infringes into the City of Norfolk's (the "City's") rights-of-way or property. *Norfolk City Code*, § 42-10, requires all encroachments onto City rights-of-way or property to be approved by City Council. This encroachment in this location will allow 749 Boush Street, LLC to improve their existing footer and add flood protection.

V. **Financial Impact**
Liability insurance has been provided naming the City as additional insured in the amount of $1,000,000; therefore, there should be no financial risk to the City. The City did not charge a fee for this encroachment.

VI. **Environmental**
N/A

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 and the City Attorney's Office have reviewed this request for encroachment and offer no objections. Review and approval by the Norfolk Design Review Committee and the City Planning Commission is not required.

IX. Coordination/Outreach

This letter has been coordinated with Department of Public Works, the Department of Planning and Community Development, and the City Attorney's Office.

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A (2 sheets)

5/17/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE PERMITTING 749 BOUSH STREET, LLC TO ENCROACH INTO THE RIGHT-OF-WAY OF BOUSH STREET AND GRACE STREET WITH AN UNDERGROUND FOOTER AND CONCRETE FLOOD WALL.

- - -

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

Section 1:- That permission is hereby granted to 749 Boush Street, LLC ("749") to encroach into the right-of-way at 749 Boush Street and Grace Street with an underground footer and concrete flood wall, 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, 749, or its 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 749, or its successors and assigns, at its 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 749, and its 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.

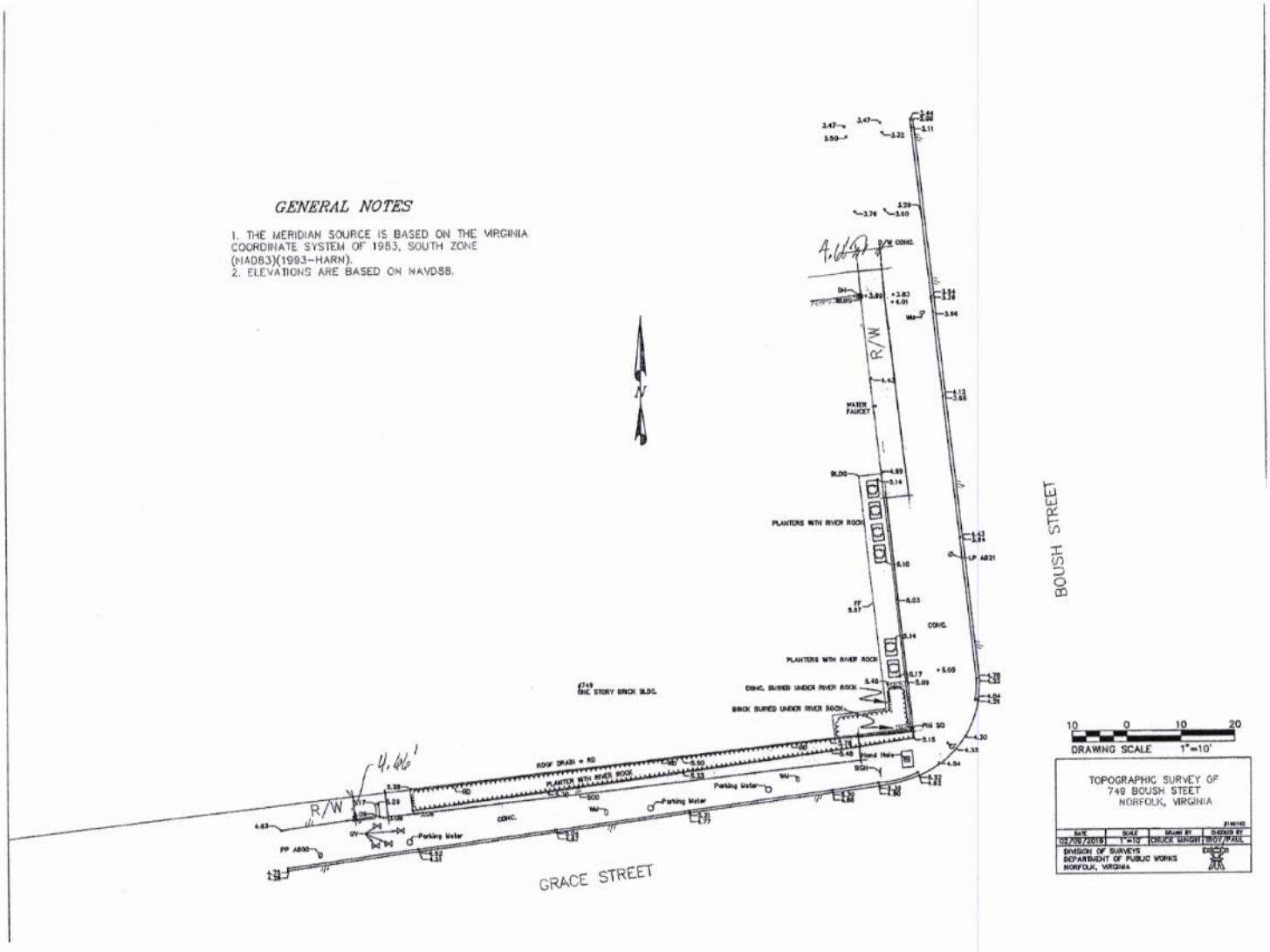
(4) That the City shall not be responsible for any damage to the encroaching structures, including replacement and reinstallation costs, resulting from the City's operation, maintenance, repair, or replacement of any utilities located in the right-of-way at the property address of 749 Boush Street.

Section 2:- That the failure of 749, or its 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 749, 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

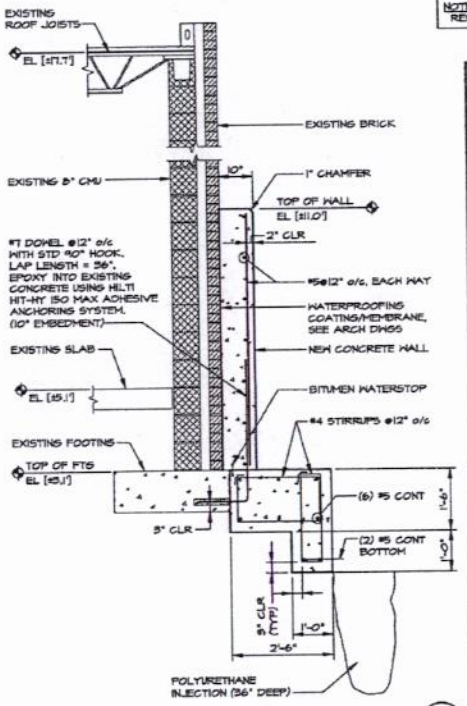


BASE FLOOD ELEVATION
BFE = 7.6'

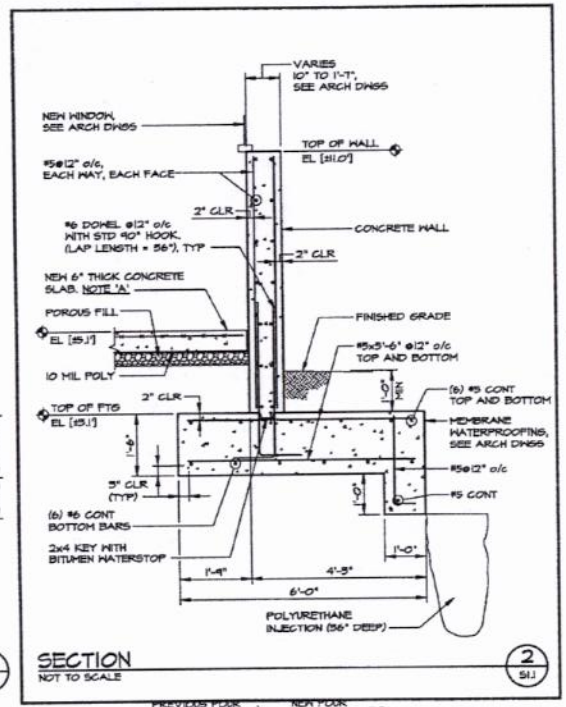
NOTE 'A':
EPOXY #5@16" o/c INTO EXISTING CONCRETE SLAB AT MID-HEIGHT USING HILTI HIT-HY 150 MAX ADHESIVE ANCHORING SYSTEM. (5" MINIMUM EMBEDMENT.)

NOTE 'B':
EPOXY #6@12" o/c INTO EXISTING CONCRETE FOOTING USING HILTI HIT-HY 150 MAX ADHESIVE ANCHORING SYSTEM. (6" MINIMUM EMBEDMENT.)

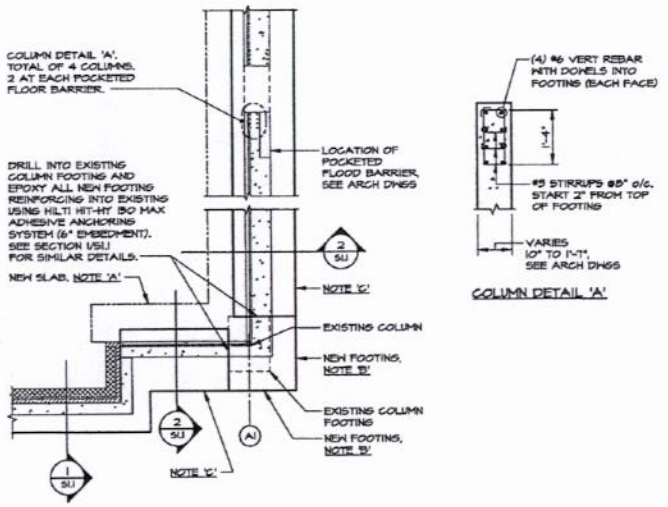
NOTE 'C':
REMOVE EXISTING FOOTING. INSTALL NEW FOOTING.



SECTION
NOT TO SCALE
1 / S1.1

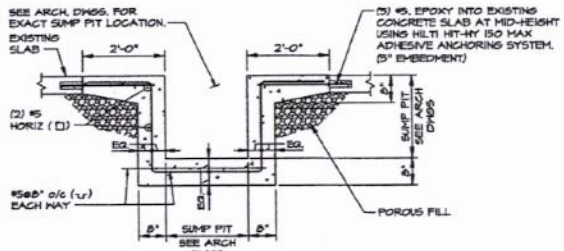


SECTION
NOT TO SCALE
2 / S1.1

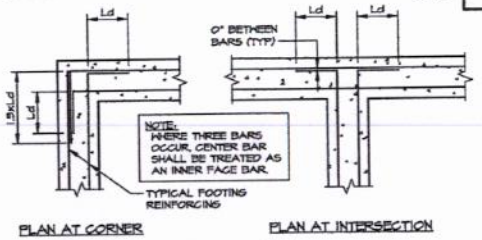


TIE IN AT BUILDING CORNER FOOTING
NOT TO SCALE

COLUMN DETAIL 'A'

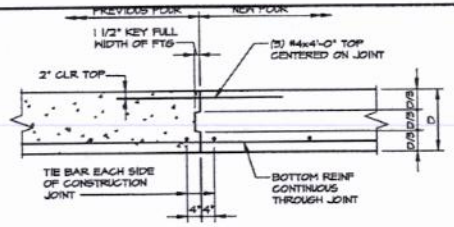


TYPICAL SUMP PIT DETAIL
NOT TO SCALE

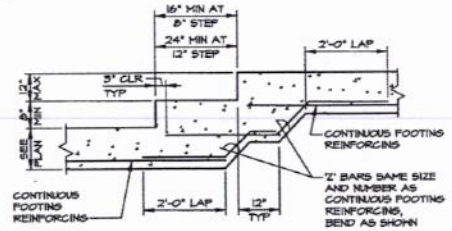


PLAN AT CORNER
PLAN AT INTERSECTION

TYPICAL CONTINUOUS WALL FOOTING REINFORCING DETAILS
NOT TO SCALE



TYPICAL CONCRETE FOOTING CONSTRUCTION JOINT DETAIL
NOT TO SCALE



TYPICAL STEPPED FOOTING DETAIL
NOT TO SCALE

TMA
THOMPSON + MCGRUE ARCHITECTS
510 RIGHT FOURTH STREET
NEWPORT, VIRGINIA 23601

ABConsulting, Inc.

COMMONWEALTH OF VIRGINIA
KARL E. DEMAS
LIC. No. 21469
PROFESSIONAL ENGINEER

BID SET

ISSUE
2016 NOV 25

S1.1
SECTIONS AND DETAILS

749 BOUSH STREET
FLOOD MITIGATION

C: Dir., Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: David L. Ricks, Director of Public Works

Subject: Encroach into the right-of-way of Lance Road with an overhead canopy

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

Ward/Superward: 4/7

Approved: Marcus D. Jones, City Manager

Item Number: **R-17**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Virginia Natural Gas
1184 Lance Road
Norfolk, Virginia 23502

III. **Description:**
This agenda item is an ordinance permitting Virginia Natural Gas ("VNG") to encroach into the right-of- way of 1184 Lance Road with an overhead canopy.

IV. **Analysis**
An encroachment is an object or structure that infringes into the City of Norfolk's (the "City's) rights-of-way or property. *Norfolk City Code*, § 42-10, requires all encroachments onto City rights-of-way or property to be approved by City Council. This encroachment in this location will allow VNG to erect a canopy over existing compressed natural gas facility.

V. **Financial Impact**
Liability insurance has been provided naming the City as additional insured in the amount of $1,000,000; therefore, there should be no financial risk to the City. The City did not charge a fee for this encroachment.

VI. **Environmental**
N/A

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 and the City Attorney's Office have reviewed this request for encroachment and offer no objections. Review and approval by the Norfolk Design Review Committee and the City Planning Commission is not required.

IX. Coordination/Outreach

This letter has been coordinated with Department of Public Works, the Department of Planning and Community Development, and the City Attorney's Office.

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A (4 sheets)

5/17/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE PERMITTING VIRGINIA NATURAL GAS TO ENCROACH INTO THE RIGHT-OF-WAY OF LANCE ROAD WITH AN OVERHEAD CANOPY.

- - -

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

Section 1:- That permission is hereby granted to Virginia Natural Gas ("VNG") to encroach into the right-of-way at 1184 Lance Road with an overhead canopy 15' 6" high, 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, VNG, or its 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 VNG, or its successors and assigns, at its 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 VNG, and its 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.

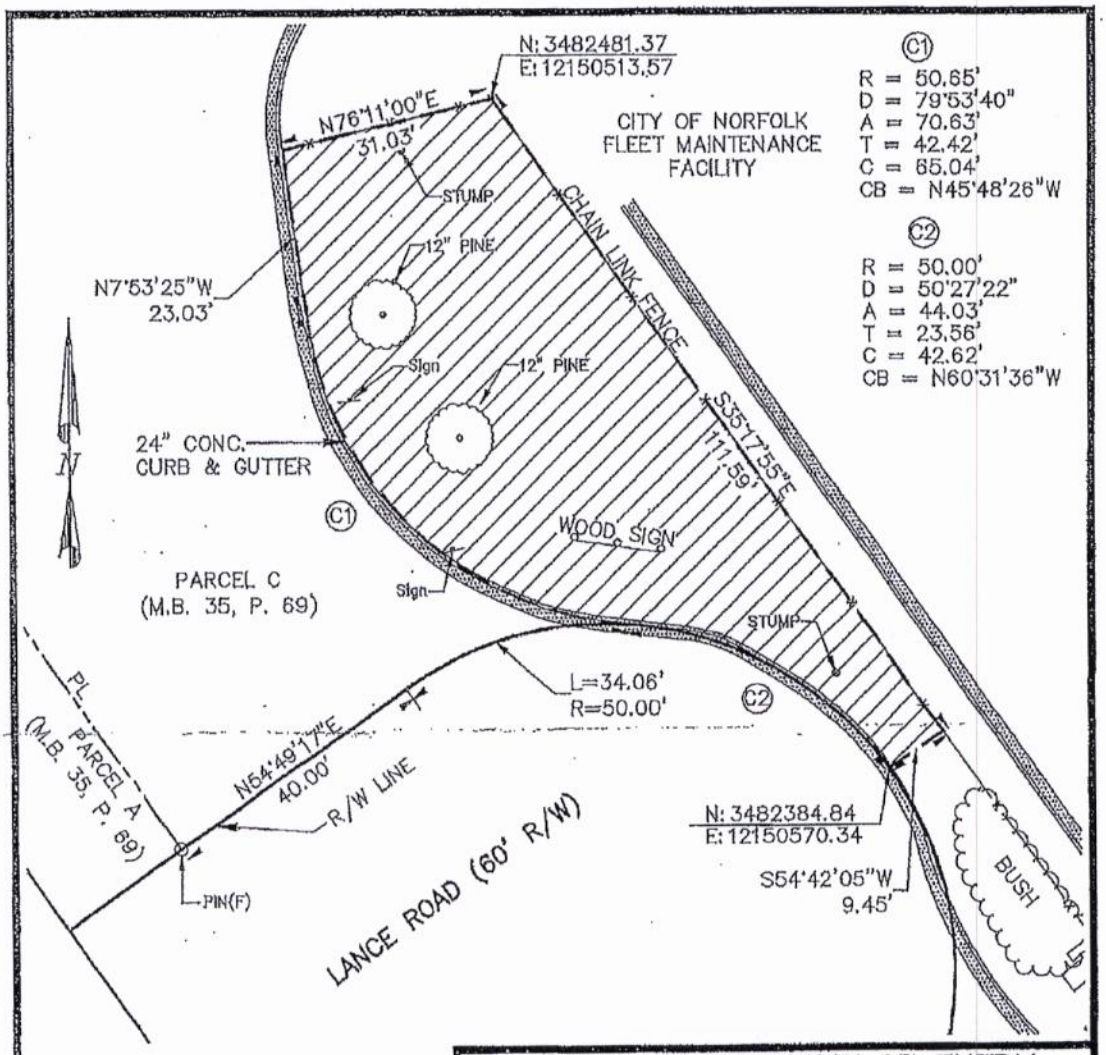
(4) That the City shall not be responsible for any damage to the encroaching structures, including replacement and reinstallation costs, resulting from the City's operation, maintenance, repair, or replacement of any utilities located in the right-of-way at the property address of 1184 Lance Road.

Section 2:- That the failure of VNG, or its 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 VNG, 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



NOTES:
1. MERIDIAN SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON THE VIRGINIA COORDINATE SYSTEM OF 1983, SOUTH ZONE (NAD83)(1993--HARN).
2. AREA OF RIGHT OF ENTRY AND EASEMENT ACQUISITION=3,784 SQUARE FEET OR 0.086 ACRE.

DENOTES AREA OF RIGHT OF ENTRY AND EASEMENT.

L.F.-304-1

LANCE ROAD RIGHT OF ENTRY AND EASEMENT EXHIBIT NORFOLK, VIRGINIA

20 0 20 40

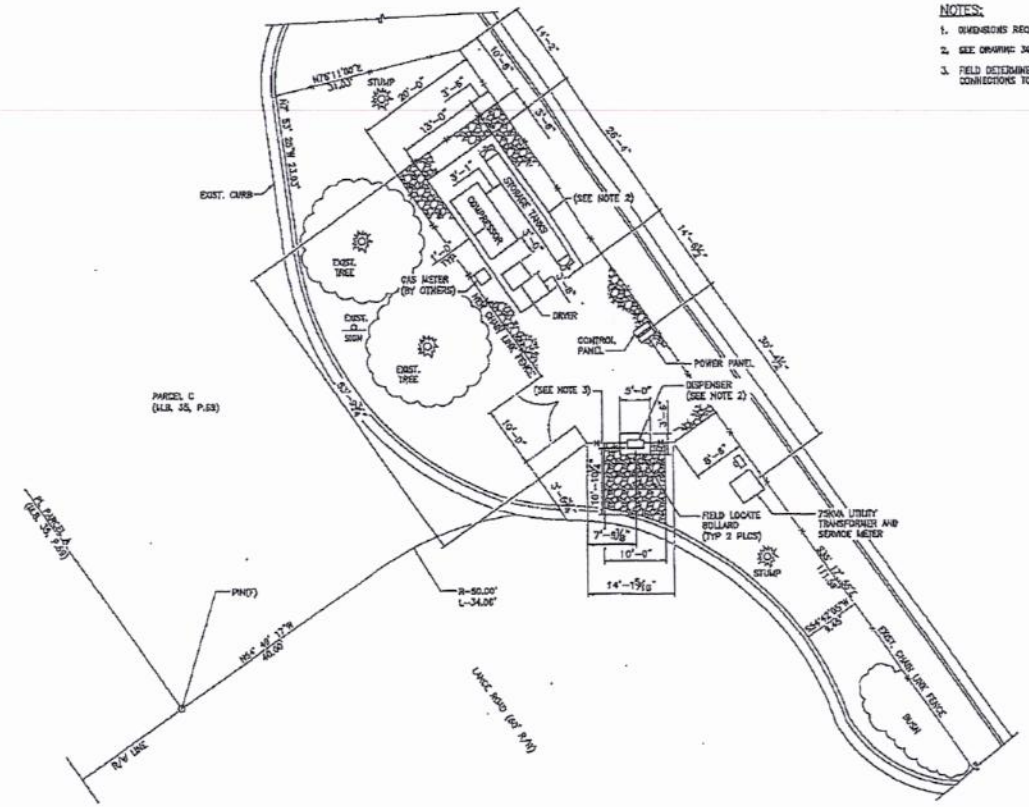
DRAWING SCALE 1"=20' 120297

DATE	SCALE	DRAWN BY	CHECKED BY
6-21-2012	1"=20'	ELG/RWC	MJO

DIVISION OF SURVEYS
DEPARTMENT OF PUBLIC WORKS
NORFOLK, VIRGINIA

NOTES:

1. DIMENSIONS REQUIRE VERIFICATION.
2. SEE DRAWING 3990-S06 FOR CONCRETE PADS.
3. FIELD DETERMINE DISPENSER SETBACK BASED UPON FIELD TURNS CONNECTIONS TO DISPENSER.



SITE PLAN

SCALE: 1/8"=1'-0"

ISSUED FOR APPROVAL – NOT FOR CONSTRUCTION

DRAWING REVISIONS

REFERENCE DRAWINGS

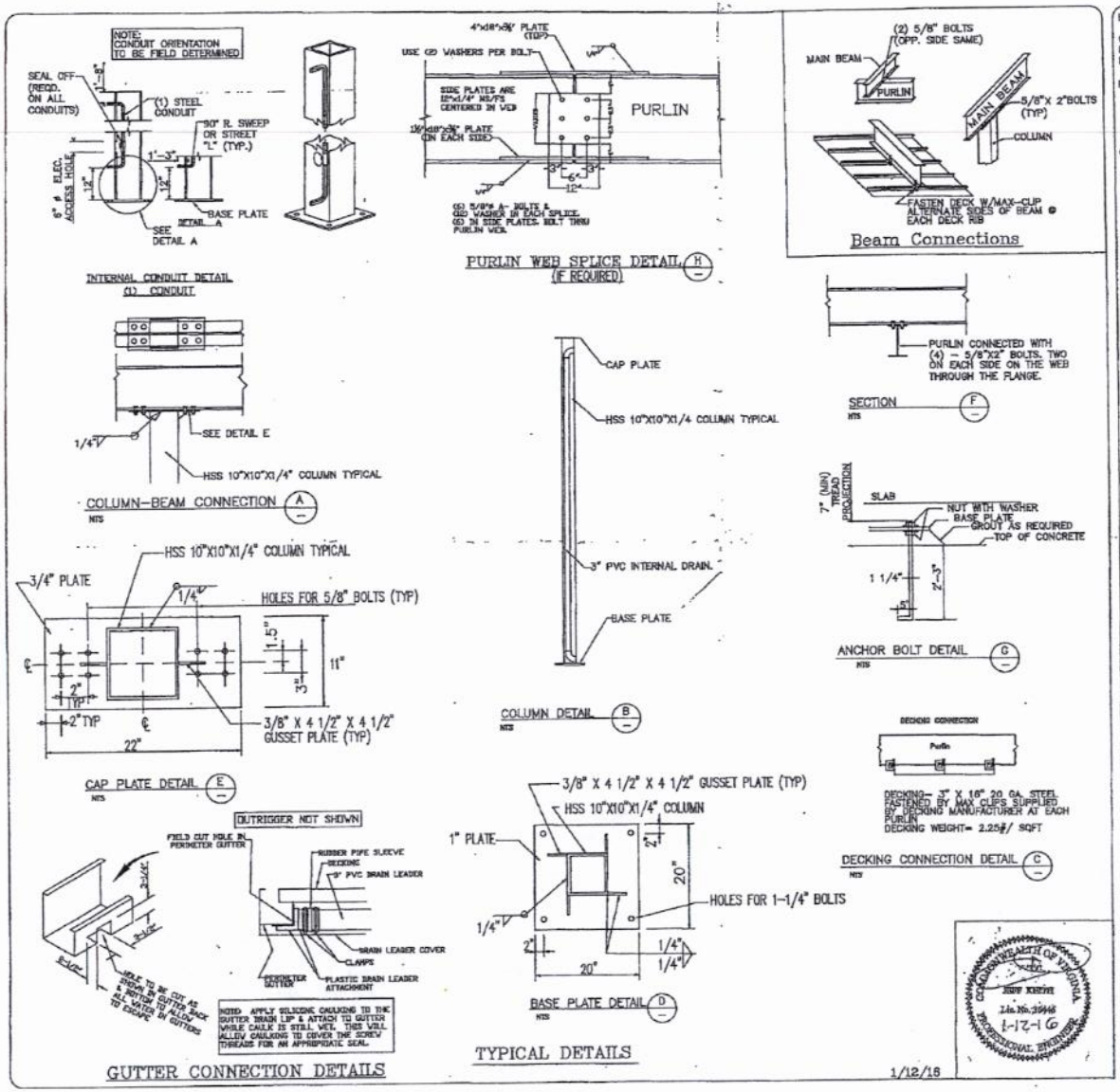
Virginia Natural Gas

Player

PROGRESSIVE DESIGN, INC.

VA NATURAL GAS
CNG REFUELING STATION
SITE PLAN

3990-S01



FRAMING SCHEDULE

COL. – SEE PLAN
BEAM – SEE PLAN
PURLIN – SEE PLAN

FOOTING DESIGN:
CONSTRAINED CONDITION
LATERAL BEARING PRESSURE 100 PSF/Ft
MAX. END BEARING PRESSURE 1500 PSF
EXTEND FOOTING BELOW FROST LINE

CONCRETE: (PER ACI 318-11) – 3000 PSI STRENGTH (MIN) @ 28 DAYS

BOLTS
BOLTS SHALL CONFORM TO ASTM A325 FOR STRUCTURAL STEEL CONNECTIONS. BOLTS SHALL BE TIGHTENED PER AISC TURN OF THE NUT METHOD. U.N.O.

STEEL
1. ERECTION OF STEEL STRUCTURE SHALL BE PERFORMED PER ALL AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) ERECTION PROVISIONS.
2. STRUCTURAL STEEL SHALL CONFORM TO:
Wide Flange Beams – ASTM A572, Grade 50, Fy = 50 KSI
Structural Angles and Channel – ASTM A36, Fy = 36 KSI
Structural Plate – ASTM A572, Grade 50, Fy = 50 KSI
Structural Tubing – ASTM A500, Grade B, Fy = 50 KSI
Structural Pipe – ASTM A572, Grade C, Fy = 46 KSI
REBAR – ASTM A615, GRADE 60, Fy = 60 KSI

WELDS
ALL WELDED CONNECTIONS SHALL BE IN ACCORDANCE WITH LATEST AWS SPECIFICATIONS, USING E70XX ELECTRODES. ALL WELDING SHALL BE PERFORMED BY AN AWS CERTIFIED WELDER.

ROOF PANELS
20 GA. ROLLED FORM STEEL DECKING INSTALLED W/ MAX CLIPS PER MFR. INSTRUCTIONS. U.N.O.

FOUNDATIONS
ANCHOR BOLTS ARE 1-1/4" X 36"
SEE FOOTING PLANS FOR DETAILS.

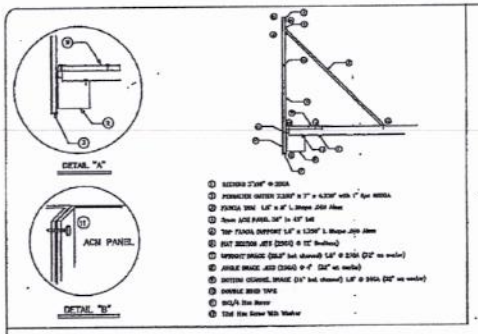
GROUT
Factory Package – ASTM 108
Non-Corrosive and Non-Staining
To be mixed with water for consistency suitable for application and 30 minute working time.

ALL WORK TO BE IN ACCORDANCE WITH THE 2012 VUSBC

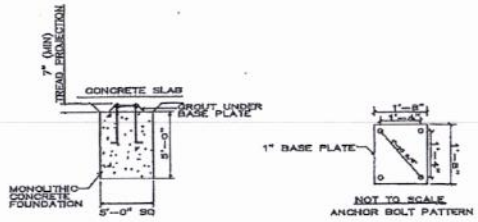
PHILLIPS ALUMINUM CO.
3032 POLKVILLE ROAD
SHELBY, NORTH CAROLINA 28150
(704) 487-7989 FAX (704) 487-1832

PREPARED FOR: J&F Norfolk
LOCATION: 1184 Lance Rd Norfolk, VA 23502

SCALE	DRAWING #	SHEET
NTS	503	2 OF 2



FASCIA DETAIL



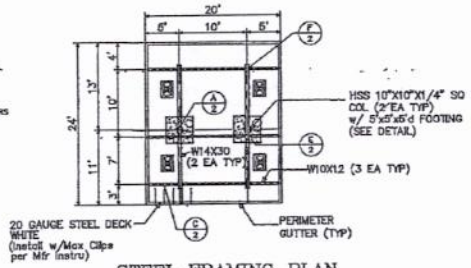
FOOTING DETAIL (U.N.O.)

FOUNDATION NOTES

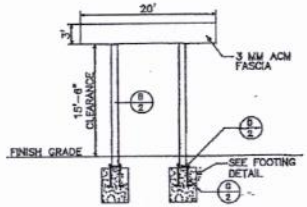
1. FOOTINGS ARE DESIGNED TO BEAR ON SOIL WITH A MINIMUM ALLOWABLE BEARING PRESSURE OF 1,500 POUNDS PER SQUARE FOOT.
2. ANCHOR BOLTS ARE 1-1/4" DIA. – FOUR EACH PER FOOTING.
3. ANCHOR BOLT PATTERN IS 16" ON CENTER.
4. IF FILL IS USED IT SHALL BE GRANULAR, STRUCTURAL FILL COMPACTED TO TO 100% MODIFIED PROCTOR.

LEGEND

CANOPY LIGHT FIXTURE MODEL TO BE DETERMINED AND PROVIDED BY OTHERS TYP OF 4 EXACT LOCATION TO BE FIELD DETERMINED (WIRING BY OTHERS)



STEEL FRAMING PLAN



ELEVATION

1/12/18

FRAMING SCHEDULE

COL. – SEE PLAN
BEAM – SEE PLAN
PURLIN – SEE PLAN
DESIGN LOADS: (PER ASCE 7-10 & IBC 2012)
BUILDING STRUCTURE TYPE I

1603.1.1 FLOOR LIVE LOAD: N/A
1603.1.2 ROOF LIVE LOAD: 15 PSF
DEAD & COLLATERAL LOAD: 10 PSF
TOTAL ROOF DESIGN LOAD: 25 PSF
1603.1.3 ROOF SNOW LOAD:
SNOW LOAD COEF.(Ce) = 1.0
IMPORTANCE FACTOR (I) = 1.0
GROUND SNOW LOAD (Pg) = 15 PSF
FLAT ROOF SNOW LOAD (Pf) = 15 PSF
1603.1.4 WIND LOAD:
ULTIMATE DESIGN WIND SPEED, Vult (3 SEC GUST) : 115 MPH
NOMINAL DESIGN WIND SPEED, Vasd : 95 MPH
WIND EXPOSURE: B
INTERNAL PRESSURE COEFFICIENT (GCpi) : 0.00
COMPONENTS AND CLADDING
DESIGN WIND PRESSURE (Pnet) : 23.1 PSF
EARTHQUAKE LOAD DESIGN DATA
SEISMIC IMPORTANCE FACTOR (Ie) : 1.0
MAPPED SPECTRAL RESPONSE ACCELERATIONS
Ss=0.093 g Sms=0.148 g
S1=0.046 g Sm1=0.114 g
SITE CLASS "D"
SPECTRAL RESPONSE COEFFICIENTS
Sds=0.099 Sd1=0.076
SEISMIC DESIGN CATEGORY : A
BASIC SEISMIC FORCE RESISTING SYSTEM : CANTILEVERED COLUMN
DESIGN BASE SHEAR (V) : 0.11 KIPS / COLUMN (MAX)
RESPONSE MODIFICATION FACTOR (R) : 3.25
EQUIVALENT LATERAL FORCE ANALYSIS PROCEDURE USED
SEISMIC RESPONSE COEFFICIENT (Cs) : .031

FOOTING DESIGN:
CONSTRAINED CONDITION
LATERAL BEARING PRESSURE 100 PSF/Ft
MAX. END BEARING PRESSURE 1500 PSF
EXTEND FOOTING BELOW FROST LINE

CONCRETE: (PER ACI 318-11) – 3000 PSI STRENGTH (MIN) @ 28 DAYS

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ROOF PANELS
20 GA. ROLLED FORM STEEL DECKING INSTALLED W/ MAX CLIPS PER MFR. INSTRUCTIONS. U.N.O.

FOUNDATIONS
ANCHOR BOLTS ARE 1-1/4" X 38"
SEE FOOTING PLANS FOR DETAILS.

GROUT
Factory Package – ASTM 109
Non-Corrosive and Non-Staining.
To be mixed with water for consistency suitable for application and 30 minute working time.

ALL WORK TO BE IN ACCORDANCE WITH THE 2012 VUSBC

COMMONWEALTH OF VIRGINIA
JEFF KEITH
Lic. No. 35616
1-12-18
PROFESSIONAL ENGINEER

PHILLIPS ALUMINUM CO.
3032 POLKVILLE ROAD
SHELBY, NORTH CAROLINA 28150
(704) 487-7989 FAX (704) 487-1832

PREPARED FOR: J&F Norfolk
LOCATION: 1184 Lance Rd Norfolk, VA 23502

SCALE	DRAWING #	SHEET
NTS	503	1 OF 2

C: Dir., Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: David Ricks, Director of Public Works

Subject: Encroach into the right-of-way at 240 W. 21st Street with a canopy, sign, pilasters, capitals, window trim and lighting

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-18**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** 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 City of Norfolk's (the "City's") right-of-way at 240 W. 21st Street with a canopy, sign, pilasters, capitals, window trim and lighting.

IV. **Analysis:**
An encroachment is an object or structure that infringes into the City's rights-of-way or property. *Norfolk City Code*, § 42-10, requires all encroachments into the right-of-way to be approved by City Council. The encroachment in this location will allow the enhancement of the façade of the building located at 240 W. 21st Street.

V. **Financial Impact:**
Liability insurance has been provided naming the City as additional insured in the amount of $1,000,000; therefore, there should be no financial risk to the City. The City did not charge a fee for this encroachment.

VI. **Environmental:**
N/A

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. The encroachment was reviewed and recommended by the Norfolk Design Review Committee and the City Planning Commission.

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.

IX. Coordination/Outreach:

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

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A (7 Sheets)

5/18/2016 - 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 AT 240 W. 21ST STREET WITH A CANOPY, SIGN, PILASTERS, CAPITALS, WINDOW TRIM AND LIGHTING.

- - -

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 canopy, sign, pilasters, capitals, window trim and lighting, 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.

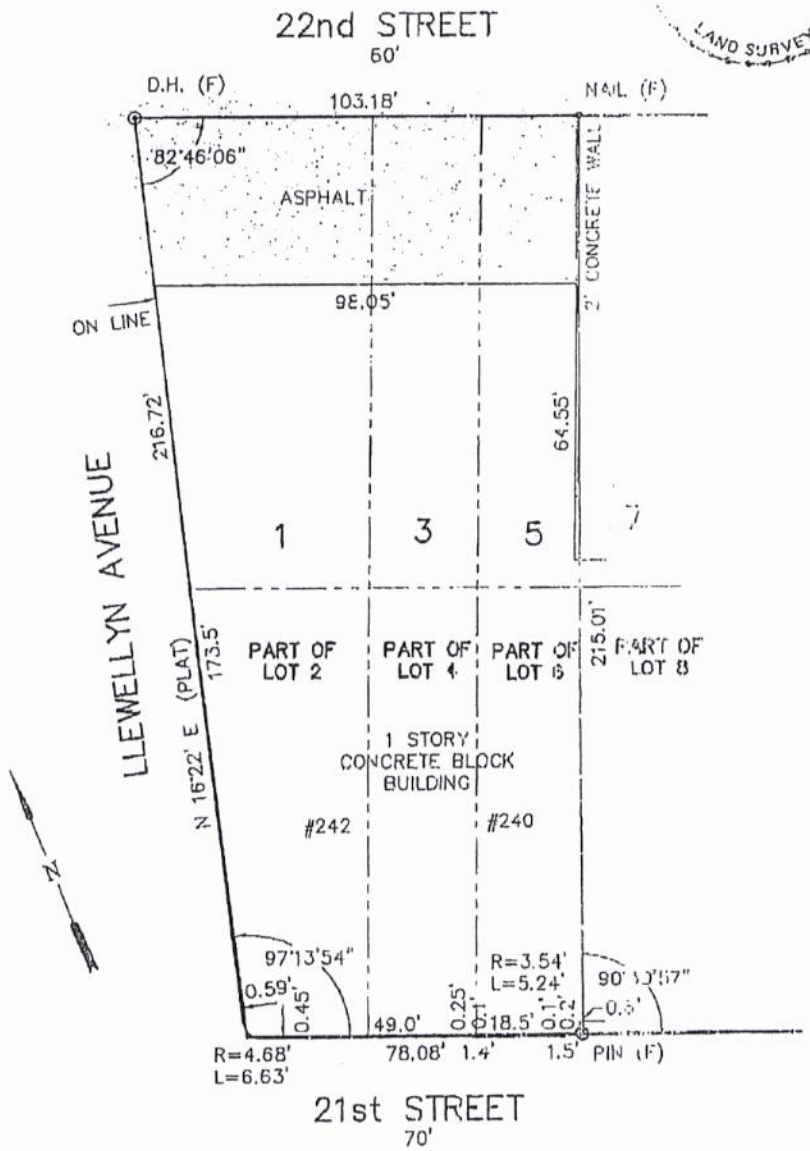
Section 3:- That the use of the said encroaching structures shall be deemed an acceptance by the Levins, and its successors and assigns, of all conditions to which the permissions herein are granted.

Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

THIS IS TO CERTIFY THAT I ON JUNE 30, 2003 SURVEYED THE PROPERTY SHOWN ON THIS PLAT. THE BUILDINGS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDINGS, EXCEPT AS SHOWN.

DENNIS J. GERWITZ
No. 1500
LAND SURVEYOR



NOTE: THIS PROPERTY APPEARS TO FALL IN FLOOD ZONE C AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM MAP FOR THE CITY OF NORFOLK
COMMUNITY NO. 510104-0017 D DATED 4/17/84
BASE ELEVATION
LOWEST FLOOR ELEVATION

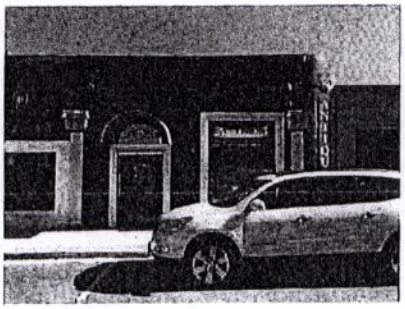
PHYSICAL SURVEY OF
LOTS 1, 3, 5 AND PART OF LOTS 2, 4, 6, BLOCK 65 PARK PLACE
NORFOLK, VIRGINIA M.B. 3, P.95&97 (N.Co.)
FOR
RICHARD G. LEVIN & JUDITH W. LEVIN

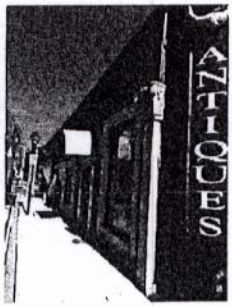
DATE: JUNE 30, 2003
SCALE: 1" = 30'
F.B.: 308A CAD TECH. D.V.

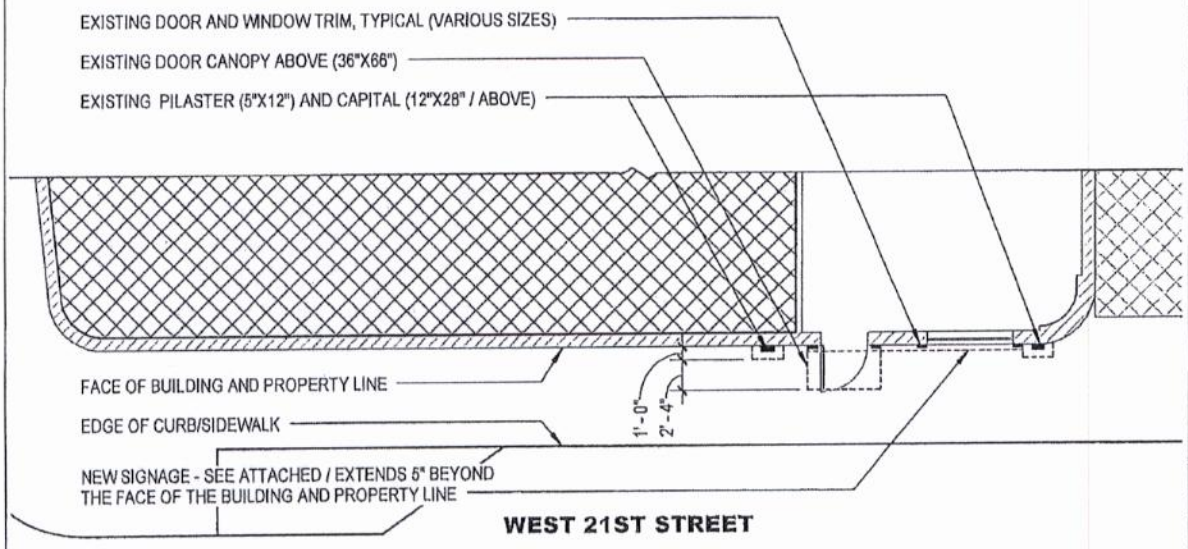
DJG
HTTP://DJGSURVEY.COM

DENNIS J. GERWITZ, P.C.
560 CENTRAL DRIVE, SUITE 112
VIRGINIA BEACH VIRGINIA 23454
757-498-1021 FAX 757-498-4340

\\Server102\PHYSICAL S\0000\0000\06300-...dwg, 7/3/2003 3:12:30 PM, 1:20







1 / G500 | G500 NEW SIGNAGE AND EXISTGING ENCROACHMENTS PLAN
1" = 10'-0"

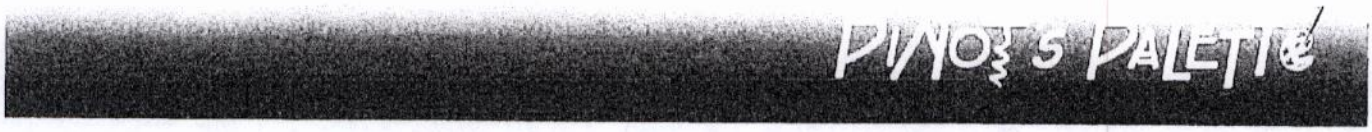
WPA
WORK PROGRAM ARCHITECTS
757.227.5310

PINOT'S PALETTE NORFOLK
240 WEST 21ST STREET

Project #
1536
Date
14 APRIL 2016

NEW SIGNAGE AND EXISTING ENCROACHMENTS

G500

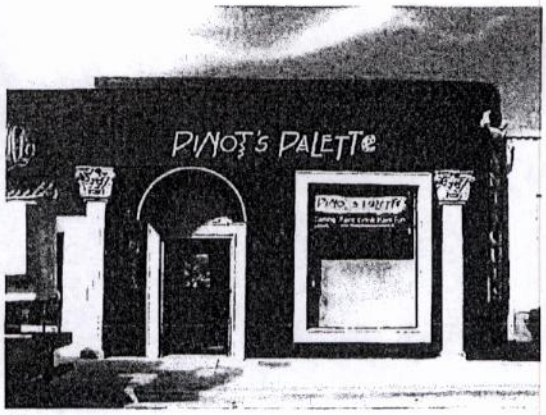


240 W 21st St
Norfolk, VA 23517

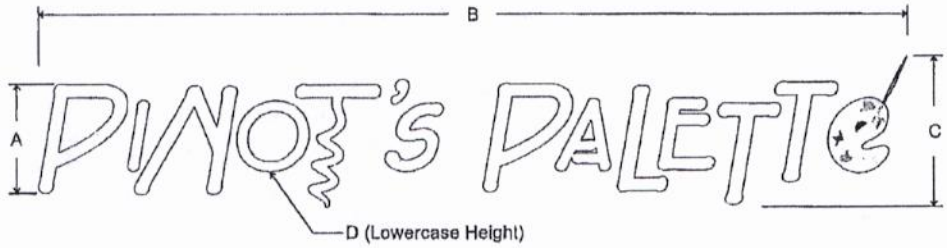
South Water Signs

03.22.16
7014703

Before
No existing sign



After



Part No.	A	B	C	D	SQ. FT (C x B)
PP-L-18-F-W	18"	12' 1/2"	25"	11-3/4"	25

PINOT'S PALETTE

240 W 21st St
Norfolk, VA 23517

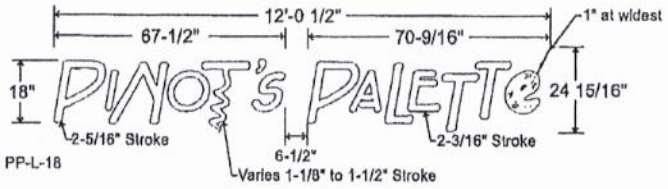
Face-Lit Letters
7014703
7014703_Pinots_Norfolk_VA.cdr

03.18.16 AV
03.22.16 AV

Main ID Sign

SouthWaterSigns
934 N. Church, Elmhurst, IL 60126

LISTED



PP-L-18

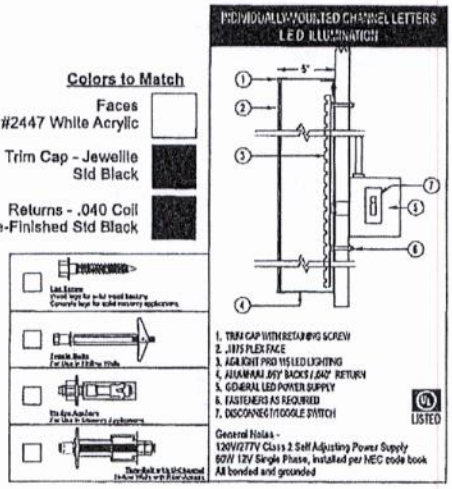
- Face lit 5"Deep fabricated channel letters
- .040 Black Aluminum coil returns (white interior)
- Cinched .063 pre-finished white backs
- Faces - 3/16" #2447 White acrylic 1" Std Black trimcap
- Graphics - Applied respective palette colors
- AgiLight Pro 115 White LED illumination
- UL Listed, Dedicated 20 amp Breaker & Disconnect as req.
- Mounted flush to exterior wall with necessary hardware based on installation conditions
- 2' 6" lower section of wall where sign will be mounted needs to be removed and repaired, painted satin black before new sign installation'

Colors to Match

Faces
#2447 White Acrylic

Trim Cap - Jewelite
Std Black

Returns - .040 Coil
Pre-Finished Std Black



240 W 21st St
Norfolk, VA 23517

CL Description
7014703
7014703_Pinots_Norfolk, VA.cdr
03.16.16 AV
03.22.16 AV

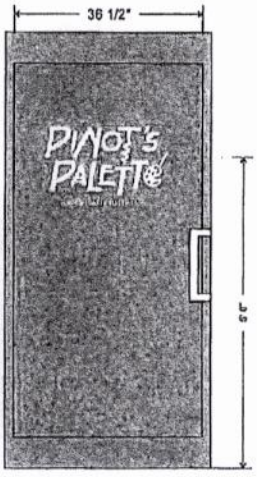
Main ID Description

SouthWaterSigns
934 N Church, Elmhurst, IL 60126

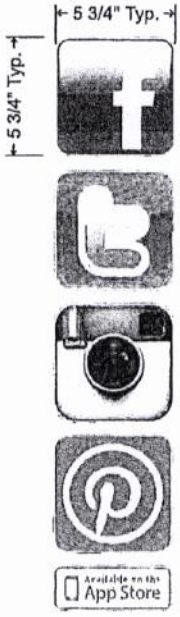
© COPYRIGHT 2016 SOUTHWATER SIGNS
ALL DESIGNS ON THIS SHEET ARE THE PROPERTY OF SOUTHWATER SIGNS AND MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION FROM SOUTHWATER SIGNS

Vinyl Details
1-1/2" = 1'

First surface applied vinyl graphics



Vinyl Install Details
3/4" = 1'



Entry Social Media Static Clings
3" = 1'

Applied static cling graphics
Mounted to main entry secondary door/side light glass
*Pink is die-line for cutting, do not print

PINOT'S PALETTE

240 W 21st St
Norfolk, VA 23517

Vinyl
7014703

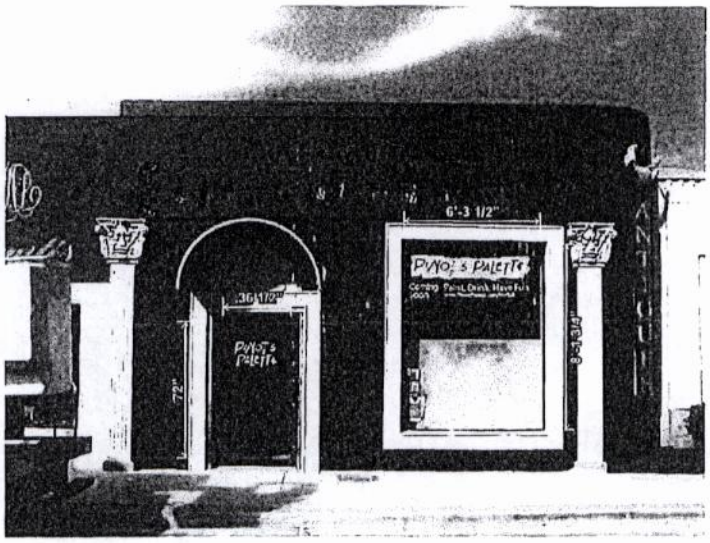
7014703_Pinots_Norfolk_VA.cdr

03.16.16 AV
03.22.16 AV

Entry Door Graphics

SouthWaterSigns
934 N. Church, Elmhurst, IL 60126

LISTED



PINOT'S PALETTE

240 W 21st St
Norfolk, VA 23517

Vinyl
7014703

7014703_Pinots_Norfolk, VA.cdr

03.16.16 AV
03.22.16 AV

Entry Door Graphics

SouthWaterSigns
934 N. Church Elmhurst, IL 60126

LISTED

City of NORFOLK

C: Dir., Department of General Services

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: Encroachment Agreement with Blue Marble and Sun, LLC for Outdoor Dining at 9659 First View Street

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 5/6

Approved: Marcus D. Jones, City Manager

Item Number: **R-19**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Blue Marble and Sun, LLC
9659 First View Street
Norfolk, VA

III. **Description:**
This agenda item is an ordinance to permit Blue Marble and Sun, LLC ("Blue Marble") to encroach into the City of Norfolk's (the "city's") right-of-way at 9659 First View Street with an area measuring approximately 187 square feet for use as an outdoor dining area and for no other purpose.

IV. **Analysis**
This encroachment will permit Blue Marble to continue to utilize this area for their establishment's seating options for outdoor dining in addition to their indoor seating. The term of the encroachment is no longer than five (5) years, commencing on April 1, 2016, or the date of any authorizing ordinance, and terminating on March 31, 2021. The permission granted for this encroachment is subject to the right of revocation by the Norfolk City Council.

V. **Financial Impact**

Encroachment Fee (Blue Marble and Sun, LLC) (to be paid by the tenant)	Annual Rent: $1,122.00 (to be paid monthly: $93.50 per month)
Liability insurance for Blue Marble and Sun, LLC	The City has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the City

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

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Encroachment Agreement

5/25/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING BLUE MARBLE AND SUN, LLC PERMISSION TO ENCROACH AT INTO THE RIGHT-OF-WAY AT 9659 FIRST VIEW STREET APPROXIMATELY 187 SQUARE FEET FOR THE PURPOSE OF OUTDOOR DINING AND APPROVING THE TERMS AND CONDITIONS OF THE ENCROACHMENT AGREEMENT.

- - -

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

Section 1:- That the terms and conditions of the Encroachment Agreement between the City of Norfolk and Blue Marble and Sun, LLC ("Blue"), a copy of which is attached hereto as Exhibit A, are hereby approved, and in accordance therewith, permission is hereby granted to Blue to encroach into the right-of-way at 9659 First View Street approximately 187 square feet for the purpose of outdoor dining and for no other purpose.

Section 2:- That the City Manager and other proper officers of the City are hereby authorized to execute the Encroachment Agreement and do all things necessary for its implementation.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Encroachment Agreement as he may deem advisable consistent with the intent of the Council as expressed therein.

Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

ENCROACHMENT AGREEMENT

This **ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this ___ day of _____, 2016, by and between the **CITY OF NORFOLK, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia ("City"), and **BLUE MARBLE & SUN, LLC,** a limited liability company, ("Blue"), whose address is Post Office Box 8517, Norfolk, Virginia 23503.

WITNESSETH:

1. **ENCROACHMENT AREA:** City hereby grants permission to Blue to encroach into the right-of-way at 9659 First View Street approximately 187 +/- square feet, as shown on Exhibit A attached hereto ("Encroachment Area"), for the purpose of outdoor dining and for no other purpose.

2. **USE:** Blue, and its tenant(s), shall be permitted to occupy the Encroachment Area for outdoor dining purposes in conjunction with the operation of a dining establishment.

3. **TERM; TERMINATION:** The term of the permission to encroach granted hereby shall be no longer than five (5) years and shall commence on April 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur, and shall terminate on March 31, 2021. However, it is expressly understood that the permission granted hereby is subject to the right of revocation by the Norfolk City Council, and that in the event of such revocation Blue, and its tenant(s), shall remove the encroaching structures and shall cease using the Encroachment Area.

4. **COMPENSATION:** As compensation for the privilege of encroaching into the right of way, Blue shall pay City an annual encroachment fee in the amount of **One Thousand One Hundred Twenty-Two Dollars and 0/100 ($1,122.00)** to be paid in monthly installments of **Ninety-Three Dollars and 50/100 ($93.50),** beginning on the first day of July, 2016, or the day

the ordinance is effective, whichever is later. The encroachment fee shall be paid by check payable to the "Norfolk City Treasurer" and sent to the Department of General Services, 232 E. Main Street, Suite 250, Norfolk, VA 23510, Attn: Mr. Jim Resolute.

5. **LATE FEES:** For any late payments received 15 days after the first of each month, Blue shall pay a late fee of five percent (5%) of the amount not paid when due.

6. **UTILITIES:** City shall not be responsible for utilities of any type used within the Encroachment Area. Blue shall pay all utility meter and utility services charges for all utilities, including but not limited to, gas, electricity, water, telephone, sewer, and any other utilities necessary to serve the Encroachment Area.

7. **REPAIRS:** Blue, and its tenant(s), shall keep and maintain the Encroachment Area in good and complete state of repair and condition. Blue, and its tenant(s), shall make all repairs and replacements of every kind to the sidewalks and paved areas of the Encroachment Area in order to preserve and maintain the condition of the Encroachment Area. All such repairs and maintenance shall be performed in a good and competent manner, be at least equal in quality and usefulness to the original components, and not diminish the overall value of the Encroachment Area.

8. **REQUIREMENTS OF PUBLIC LAWS:** Blue, and its tenant(s), shall suffer no waste or injury to the Encroachment Area and shall comply with all federal, state, and municipal laws, ordinances and regulations applicable to the structure, use, and occupancy of the Encroachment Area. In addition, Blue, and its tenant(s), shall be responsible for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Encroachment Area.

9. **RIGHT TO ENTER AND CURE:** City shall retain the right to enter upon the Encroachment Area at any time for the purpose of inspecting the Encroachment Area, ascertaining

compliance with this Agreement, and making any repairs, which City deems necessary because of any failure of Blue, and/or its tenant(s), to meet their obligations under this Agreement. The cost of any such repairs shall be deemed additional compensation payable to the City on demand. Any entry upon the Encroachment Area for cure and repair shall be accomplished by City at reasonable times and in the exercise of reasonable discretion by the City. The making of any repairs by City shall not constitute a waiver by City of any right or remedy upon Blue's, and/or its tenant(s)', default in making repairs.

10. **NOTICE:** Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

City: Department of General Services
Attn: Mr. James Resolute, Jr.
232 E. Main Street, Suite 250
Norfolk, Virginia 23510

Blue: Blue Marble & Sun, LLC
Attn: Mr. Richard Hahn
Post Office Box 8517
Norfolk, Virginia 23503

With copies to: City Attorney
900 City Hall Building
810 Union Street
Norfolk, Virginia 23510

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

11. **DESTRUCTION:** If the encroaching structures or any part thereof shall be damaged or destroyed by fire, lightning, vandalism, or by any other casualty or cause, the permission granted hereby shall be automatically terminated unless the parties agree, in writing, to continue to permit the encroachments granted by this Agreement.

12. **NON-LIABILITY OF CITY:** City shall not be liable for any damage or injury which may be sustained by Blue, its tenant(s), or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, waste or spoil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power, conveyor, refrigeration, sprinkler, hearing or other systems, elevators or hoisting equipment, if any, upon the Encroachment Area, or by reason of the elements, or resulting from acts, conduct or omissions on the part of Blue, its tenant(s), or their agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or entity.

13. **REMOVAL OF SNOW:** Blue, and its tenant(s), agree to remove or cause to be removed, as the need for the same arises, snow and ice from the Encroachment Area.

14. **ALTERATIONS:** Blue, and its tenant(s), covenant and agree that they will not make any improvements, changes installations, renovations, additions, or alterations in and about the Encroachment Area without the prior written consent of the City other than the approval given by Norfolk's Design Review Committee and Norfolk's Planning Commission. If Blue, and/or its tenant(s), install or make any improvements, additions, installations, renovations, changes on or to the Encroachment Area with the approval of City, Blue, and its tenant(s), hereby agree to remove, if requested by City, any improvements, additions, installations, and renovations, changes on or to the Encroachment Area upon termination of this Agreement. In the event Blue, and/or its tenant(s), fail to remove the improvements, additions, installations, renovations, and changes on or to the Encroachment Area when requested to do so by City, then the City may remove the improvements, additions, installations, renovations, and changes. Blue, and its tenant(s), shall be jointly and severally liable for paying for the cost of such removal.

15. **ASSIGNMENT AND SUBLETTING:** City and Blue agree that the permission to encroach granted hereby is for the benefit of Blue and its tenant(s), and may not be assigned by

Blue without express authorization by the City. Further, upon Blue's lease of the premises (adjoining the Encroachment Area) to a tenant, Blue shall have any such tenant execute a copy of this Agreement, acknowledging acceptance of the terms and conditions set forth herein.

16. **SURRENDER:** Blue, and its tenant(s), will surrender possession of the Encroachment Area to City and remove all goods and chattels and other personal property therefrom upon termination of the permission granted hereby. Blue, and its tenant(s), shall return the Encroachment Area to the City in as good order and condition as it was at the beginning of Blue's use of the Encroachment Area. If Blue, and its tenant(s), have been requested to remove and fail to remove all items from the Encroachment Area upon termination hereof, City is authorized to remove and dispose of any such personal property and Blue, and its tenant(s), shall be jointly and severally liable to City for the cost of any removal and disposal.

17. **INSURANCE:** Blue, and/or its tenant(s), shall maintain in full force and effect Commercial General Liability ("CGL") insurance with a combined single limit policy of bodily injury, death and property damage insurance of One Million and 0/100 Dollars ($1,000,000) per occurrence and Two Million and 0/100 Dollars ($2,000,000) general aggregate insuring against all liability arising out of the use, occupancy, or maintenance of the Encroachment Area and appurtenant areas. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under insured contract. The City, its officers, employees, agents and representatives shall be named as additional insured on any such policy. Coverage shall be evidenced by a Certificate of Insurance provided to the City within thirty (30) days after adoption of this Agreement. All insurance policies and certificates shall provide for thirty (30) days advance notice in writing to City if the insurance is cancelled or modified. Blue, and its tenant(s), shall inform the City Attorney and the Department

of General Services within 15 days of receiving such notice or cancellation, and immediately obtain coverage compliant with this agreement.

Further, Blue, and its tenant(s), shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least $500,000 per accident/disease, and policy limit of $500,000 covering any of Blue's employees, as well as its tenant's employees, whose work occurs within the premises which are subject to this agreement.

18. **INDEMNIFICATION**: Blue, and its tenant(s), shall indemnify and save harmless City from all fines, penalties, costs, suits, proceedings, liabilities, damages, claims and actions of any kind arising out of the use and occupation of the Premises by reason of any breach or nonperformance of any covenant or condition of this Agreement by Blue, or its tenant(s), or by Blue's, or its tenant(s)', intentional act or negligence, and not caused in whole or in part by City. This indemnification shall extend to all claims of any person or party for death or injury to persons and damage to any property, and to legal expenses, including reasonable attorney's fees, incurred by City in the defense of such claims or incurred by City as a result of a breach of any provision of this Agreement by Blue, and/or its tenant(s), but does not extend to circumstances caused in whole or in part by City.

19. **FIXTURES:** City covenants and agrees that no part of the improvements constructed, erected or placed by Blue, or its tenant(s), in the Encroachment Area shall be or become, or be considered as being, affixed to or a part of the right of way, and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of City and Blue, and its tenant(s), to covenant and agree that all improvements of every kind and nature constructed, erected or placed by Blue, and/or its tenant(s), in the Encroachment Area shall be and remain the property of Blue, and/or its tenant(s), unless such improvements are not removed upon termination of this Agreement.

20. **ENVIRONMENTAL:**

(a) For purposes of this section:

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

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

(iii) "Notice" means any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any authority of the Commonwealth of Virginia, the United States Environmental Protection Agency (USEPA) or other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the Commonwealth of Virginia, or into waters outside the jurisdiction of the Commonwealth of Virginia or into the "environment," as such terms are defined in CERCLA. "Notice" shall include the imposition of any lien on any real property, personal property or revenues of Blue, and/or its tenant(s), including but not limited to the Blue's, or its tenant(s)', interest in the Encroachment Area or any of Blue's, and/or its tenant(s), property located thereon, or any violation of federal, state or local environmental laws, ordinances, rules, regulations, governmental actions, orders or permits, or any knowledge, after due inquiry and investigation, or any facts which could give rise to any of the above.

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

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

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

(e) Blue, and its tenant(s), hereby agrees to defend (with counsel satisfactory to City) and indemnify and hold City harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable cleanup costs and attorney's fees arising under this indemnity) which may arise directly or indirectly from any use or Release of Hazardous Substances in the Encroachment Area and losses and claims against City resulting from

Blue's, and/or its tenant(s), failure to comply strictly with the provisions of this section. The provisions of this section shall survive the termination of this permission granted by this Agreement.

21. **LIENS OR ENCUMBRANCES :** If because of any act or omission of Blue, and/or its tenant(s), any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Encroachment Area, Blue, and its tenant(s), shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from the City to Blue, and/or its tenant(s), of the filing thereof, and Blue, and/or its tenant(s), shall have the right to contest the validity of such lien if they so choose.

22. **APPLICABLE LAW:** The permission granted by this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any suit or legal proceeding relating to permission granted hereby shall be brought only in the state or federal courts located in Norfolk, Virginia.

23. **WAIVER OF TRIAL BY JURY:** To the extent permitted by law, City and Blue, and its tenant(s), mutually waive their rights to trial by jury in any action, proceeding, or counterclaim brought by either party against the other with respect to any dispute or claim arising out of the permission to encroach granted to Blue, and its tenant(s), by this agreement.

24. **OTHER REQUIREMENTS:**

(a) Blue, and its tenant(s), shall comply with the City of Norfolk's Outdoor Dining Policy, as amended from time to time.

(b) Blue, and its tenant(s), shall comply with all requirements of the City of Norfolk Department of Public Health with respect to the use of the Encroachment Area.

(c) The use of the Encroachment Area shall be subject to the jurisdiction and review of the City of Norfolk's Design Review Committee.

(d) Blue's, and its tenant(s)', use of the Encroachment Area shall not interfere with any water meters or sewer cleanouts.

(e) A trashcan compatible in design and style with the table and chairs will be provided for the outdoor dining, and trash shall be removed daily.

(f) Tables and chairs will be arranged according to plan approved by Norfolk's Design Review Committee.

25. **TITLES AND HEADINGS**: Titles and headings are inserted in this Agreement for reference purposes only, and shall not be used to interpret the Agreement.

26. **SEVERABILITY**: Each provision of this Agreement must be interpreted in a way that is valid under applicable law. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision or portion shall be deemed reformed, insofar as is possible, to cure the defect and give maximum effect to the intent of the City and Blue, and its tenant(s), entering into this Agreement, and in any event the remainder of the Agreement shall continue in full force and effect.

27. **ENTIRE UNDERSTANDING**: This Agreement constitutes the entire understanding between or on behalf of the City and Blue, and its tenant(s), and supersedes any prior understandings and/or written or oral agreements between them or on their behalf respecting the subject matter herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

This Agreement may be modified or amended only by a writing signed and dated by both parties. All amendments shall be incorporated and made a part of this Agreement, and attached hereto.

28. **SUCCESSORS AND ASSIGNS**: In the event Blue assigns, conveys, sells, or otherwise disposes of its interest in the property located at 9659 First View Street to a party other than an affiliated entity, the permission granted by this Agreement shall immediately terminate. Any such successor in interest to Blue that desires to encroach into the right-of-way must submit a new application for approval by the City.

29. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW:** At all times during which any term of this Agreement is in effect, Blue, and its tenant(s), do not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed either by Title 8, Section 1324a of the United states Code or the U.S. Attorney General.

30. **AUTHORITY TO EXECUTE:** The terms of this Agreement are contractual and not mere recital, and the individuals executing this Agreement hereby represent and warrant that they have full and complete authority to covenant and agree as herein provided and to execute this Agreement on behalf of the Parties hereto.

31. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:** Blue, and its tenant(s), hereby represent that they are organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

32. **COUNTERPARTS**: The Agreement may be signed in counterparts. The Parties hereto agree that facsimile or email signatures shall have the full force and effect of original signatures.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Encroachment Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

CITY OF NORFOLK

By:_____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

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

_____
Notary Public
Registration: _____

Approved as to Contents:

_____
Director of General Services

Approved as to Form and Correctness

_____
Deputy City Attorney

BLUE MARBLE & SUN, LLC

By:_____
Title:_____

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of Blue Granby Street, LLC whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

Tenant Endorsement and Acceptance:

Tenant: _____

By:_____
Title:_____

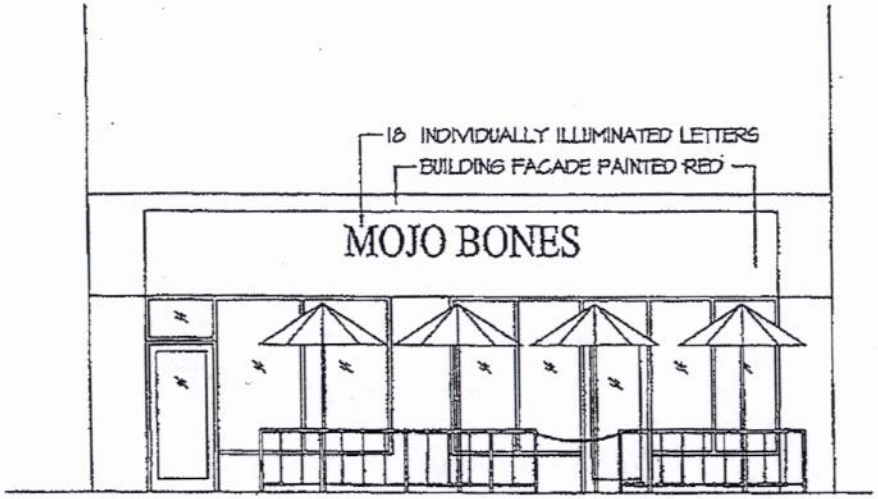
COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____ (title) of _____ whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

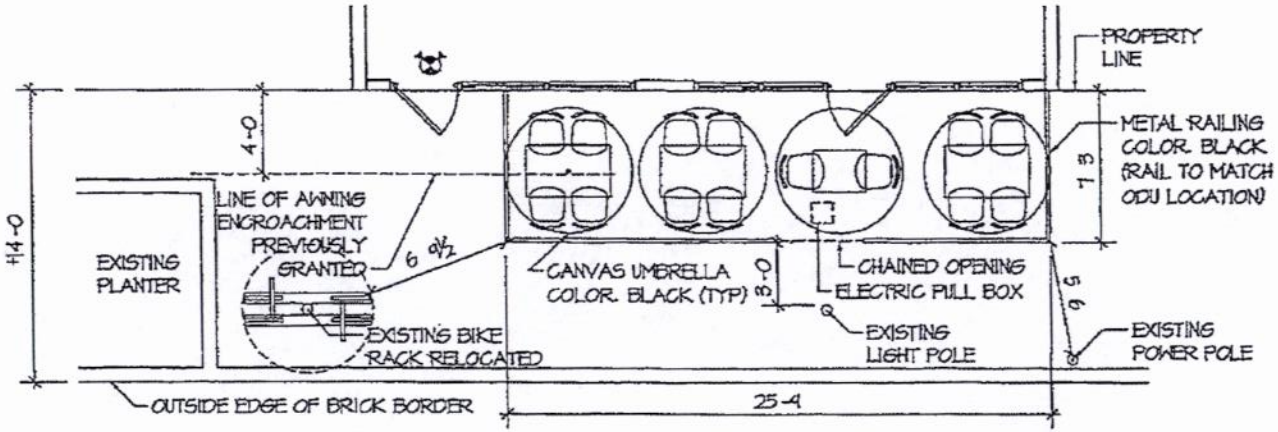
Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

EXHIBIT



A EXTERIOR ELEVATION
1/8" = 1'-0"



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PLAN VIEW @ STOREFRONT
1/8" = 1'-0"

BURKHART | THOMAS | REED
ARCHITECTURE & INTERIOR DESIGN
A Professional Corporation
913 W 21ST ST | SUITE C | NORFOLK, VA 23517
PHONE 757.622.7100 | FAX 757.640.1014

MOJO BONES
9659 FIRST VIEW STREET
NORFOLK VIRGINIA

REVISIONS

△	DATE	COMMENTS

SHEET	1 OF 1
DATE	
COMM NO	
DRAWN	KMS
CHECKED	RJT

C: Dir., Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: David L. Ricks, Director of Public Works

Subject: Right of Entry Agreement for VDOT's Military Highway Continuous Flow Intersection Project

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

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-20**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to authorize a Right of Entry Agreement between the City of Norfolk (the "City"), the Commonwealth of Virginia, Department of Transportation ("VDOT"), and Corman-E.V. Williams, a Joint Venture ("CEV") for improvements to Military Highway near its intersection with Princess Anne Road.

IV. **Analysis**

- The right of entry is required for construction of the VDOT-administered *Military Highway Widening and Continuous Flow Intersection Project*.
- This agreement supports a major construction project that will produce capacity improvements along one of the most important retail corridors in the region as well as an important connecting route for traffic to and from economic centers located at Norfolk International Airport, Naval Station Norfolk, and the Joint Expeditionary Base Little Creek.
- The City is willing to permit VDOT and CEV to enter upon the property for purposes of traffic control, temporary signage installation, regular excavation, embankment placement, temporary storm drainage, asphalt, and pavement markings for the building and maintenance of a temporary roadway during project construction.
- The right of entry permission granted shall be from July 1, 2016 to January 31, 2017.

V. **Financial Impact**
There is no financial impact associated with this right-of-entry.

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

- The construction of this project will improve the City's infrastructure and improve safety and quality of life, with the potential for encouraging economic development within the City.

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 City Attorney's office, Corman and VDOT.

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A: Right of Entry
- Exhibit B: Legal Description

5/26/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A RIGHT OF ENTRY AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION AND CORMAN-E.V. WILLIAMS, A JOINT VENTURE, FOR WORK RELATED TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION MILITARY HIGHWAY CONTINUOUS FLOW INTERSECTION PROJECT.

- - -

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

Section 1:- That the City Manager is hereby authorized to enter into a right of entry agreement, a copy of which is attached hereto as Exhibit A, on behalf of the City of Norfolk with the Commonwealth of Virginia, Department of Transportation and Corman-E.V. Williams, A Joint Venture, relative to certain city-owned property located adjacent to Military Highway near the intersection of Princess Anne Road in the City of Norfolk, such parcels of property being designated in Exhibit B attached hereto, for work related to the Virginia Department of Transportation Military Highway Continuous Flow Intersection Project.

Section 2:- That the City Manager, with the advice and counsel of the City Attorney, is further authorized to correct, amend or revise the right of entry agreement as he may deem necessary, consistent with the purposes stated herein, and to do all things necessary and proper to implement the agreement.

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

EXHIBIT A TO ORDINANCE

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), made this _____ day of June, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia (hereinafter "City"), Grantor, the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION** (hereinafter "VDOT") and **CORMAN-E.V. WILLIAMS, A JOINT VENTURE** (hereinafter "CEV"), Grantees.

WITNESSETH:

WHEREAS, the City owns certain property located along Military Highway near the intersection of Princess Anne Road in the City of Norfolk, Virginia, said properties being shown on Exhibit A and described on Exhibit B attached hereto ("Property"); and

WHEREAS, VDOT has initiated a project for certain improvements to Military Highway known as the Military Highway Continuous Flow Intersection Project (the "Project"); and

WHEREAS, CEV was hired by VDOT to construct a temporary by-pass for Military Highway, to facilitate the repair and replacement of the railroad tracks near the Property, as part of the Project; and

WHEREAS, in order complete the Project, CEV will need access to the Property for the purposes of traffic control, temporary signage installation, regular excavation, embankment placement, temporary storm drainage, asphalt, and pavement markings for the building and maintenance of a temporary roadway to re-route traffic from the area that will be worked on during the duration of the Project; and

WHEREAS, VDOT and CEV have requested permission to utilize the Property for such purpose, to which the City is agreeable upon certain terms and conditions.

NOW, THEREFORE, the City hereby grants to VDOT and CEV, their employees, agents, subcontractors and consultants, permission to enter upon and use the Property for the purposes set forth above upon the following terms and conditions:

1. The permission granted by this Agreement shall commence on July 1, 2016 and will terminate on January 31, 2017, subject to the City's right of revocation at any time in its sole discretion.

2. The City shall have access to the Property at all times.

3. Except as otherwise provided herein, VDOT and CEV shall take all necessary measures to ensure that the Property is returned to its original condition.

4. The City shall have the right to make periodic inspections of the manner in which CEV is using the Property and CEV shall exercise reasonable care in the performance of its work and other authorized activities.

5. Any costs associated with violations of the law, including but not limited to, remediation, clean-up costs, fines, administrative or civil penalties or charges, and third-party claims imposed on the City by any regulatory agency or by any third-party as a result of the noncompliance with applicable Federal, State or local environmental laws, regulations or nuisance statutes by VDOT and CEV, or by any of their subcontractors, consultants or sub-consultants, in connection with the work or other activities contemplated herein, shall be paid by VDOT and/or CEV.

6. CEV, at their own cost and expense, shall take out and keep in full force and effect during the term of this Agreement general liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring and naming VDOT and the City as an additional insured in the amount of at least $1,000,000 each occurrence and $2,000,000.00 general

aggregate against liability from claims, actions and suits that may be asserted or brought against the City and/or VDOT and/or CEV, and their successors and assigns, for any injury to, or death of any person or persons, or for any damage to, or destruction of Properties resulting from CEV's use of the Property, with evidence of such insurance being provided to the City.

7. The City shall not be responsible or liable for injuries to persons, including death or damage to the Property, when such injuries or damages are caused by or result from CEV's use of the Property under the terms of this Agreement, and CEV agrees to indemnify and hold harmless the City from and against any and all claims, demands, suits, actions and judgments of any kind or nature whatsoever, including costs and expenses, for any personal injury or property damage to any person or the Property, arising or resulting, directly or indirectly, from CEV's use of the Property under this Agreement.

8. This Agreement shall not be assigned by VDOT or CEV to any other party or entity.

9. Upon completion of the Project and all other activities on the Property permitted by this Agreement, VDOT and CEV shall leave the Property in the same condition as they existed prior to their entry upon the Property.

10. In exercising the rights granted hereby and undertaking activity pursuant to this Agreement, VDOT and CEV shall act in accordance with the applicable laws of the Commonwealth of Virginia and any other governmental body, State or Federal, having jurisdiction over such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

(SIGNATURE PAGES FOLLOW)

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION

By: _____
Name (Printed): _____
Title: _____

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____, Commonwealth of Virginia, whose term of office expires on the ____ day of_____, 20___, do hereby certify that_____, _____ (Title) of the Virginia Department of Transportation, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.:_____

CORMAN-E.V. WILLIAMS, A JOINT VENTURE

By: _____
Name (Printed): _____
Title: _____

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____, Commonwealth of Virginia, whose term of office expires on the ____ day of_____, 20___, do hereby certify that_____, _____ (Title) of Corman-E.V. Williams, A Joint Venture, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.: _____

CITY OF NORFOLK

By:_____ (SEAL)
City Manager

ATTEST:

_____
City Clerk

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

I, _____, a Notary Public of the City of Norfolk, State of Virginia, whose term of office expires on the _____ day of _____, 20____, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of_____, 2016.

_____
Notary Public
Registration No.:_____

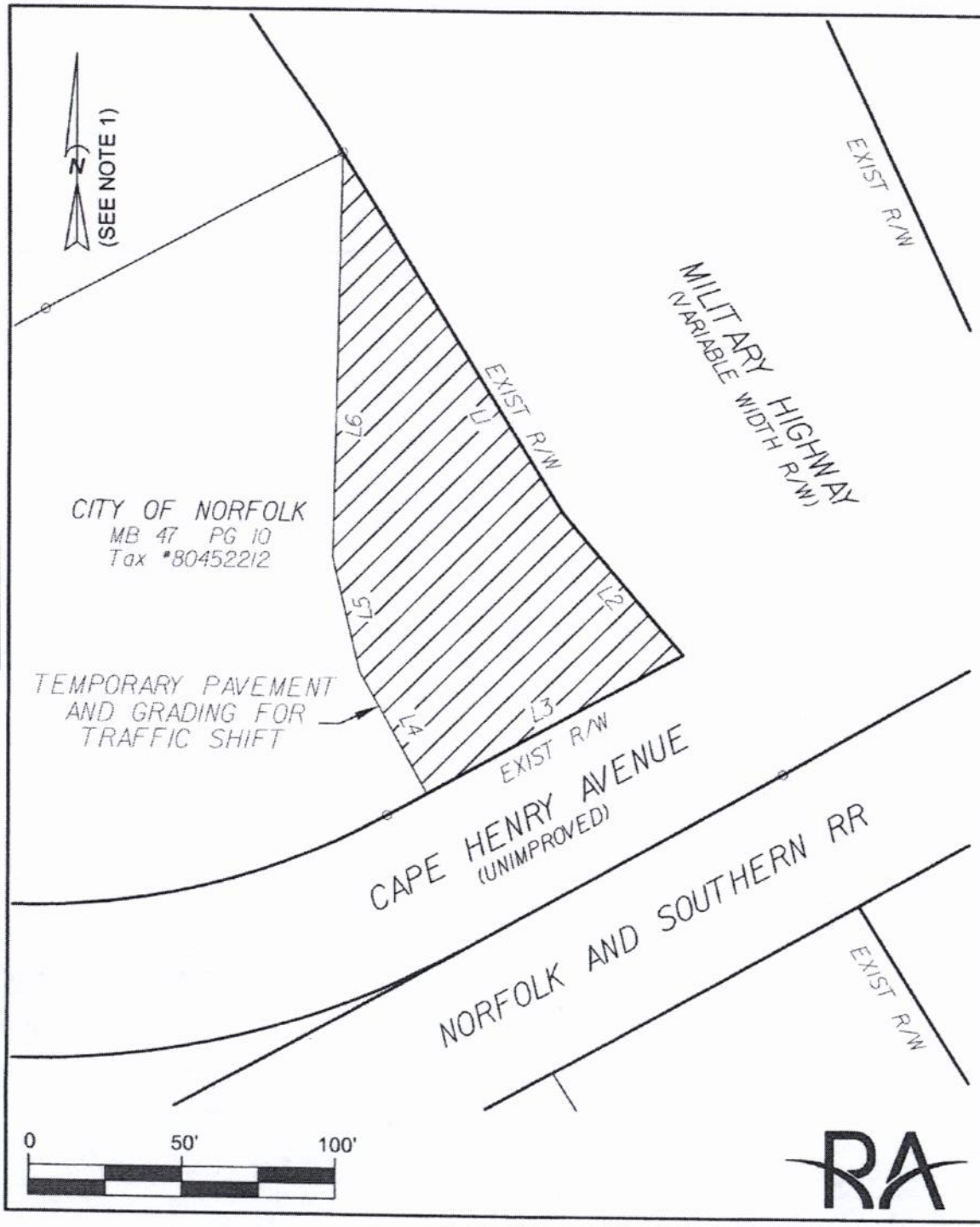
APPROVED AS TO CONTENT:

_____
Director of Public Works

APPROVED AS TO FORM AND CORRECTNESS:

_____
Deputy City Attorney

EXHIBIT A



NOTES:
1. MERIDIAN BASED ON VDOT PROJECT (0064-122-070 RW 202)
2. PROPOSED RIGHT OF ENTRY = 11,122 SQUARE FEET OR 0.255 ACRES.

LINE TABLE		
NO.	BEARING	DIST.
L1	S 31°46'50" E	137.27'
L2	S 40°40'47" E	60.45'
L3	S 61°05'25" W	95.40'
L4	N 29°13'00" W	45.67'
L5	N 13°24'17" W	38.12'
L6	N 01°17'12" E	131.66'

EXHIBIT FOR
PROPERTY OF CITY OF NORFOLK
RIGHT OF ENTRY
NORFOLK, VIRGINIA

RICE ASSOCIATES
SURVEYING PHOTOGRAMMETRY LASER SCANNING
3145 VIRGINIA BEACH BLVD, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
(757) 306-4260
WWW.RICESURVEYS.COM

DATE	SCALE	DRAWN BY	CHECKED BY
5-23-16	1" = 50'	GB	TS

EXHIBIT B

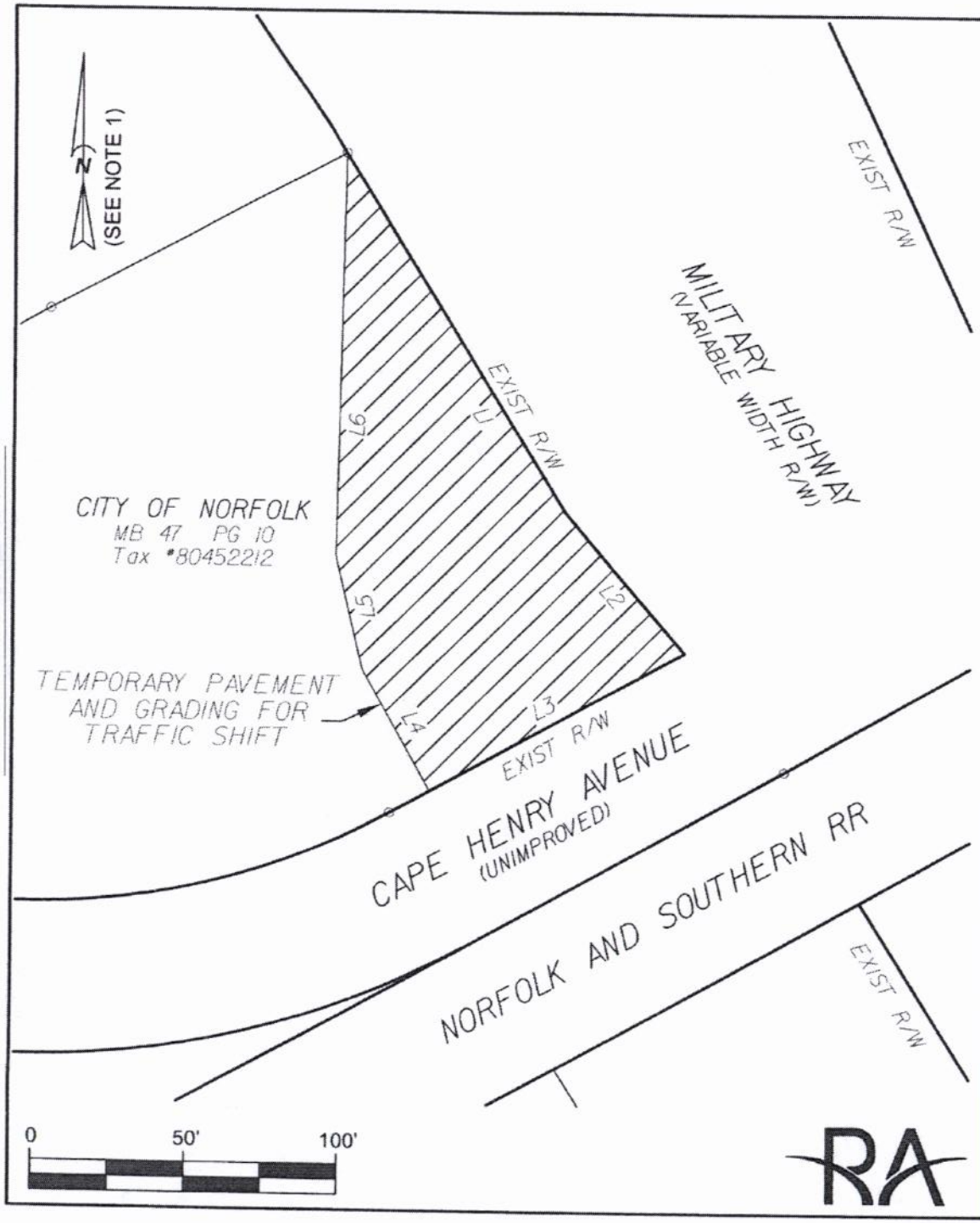
Legal Description
Cape Henry / Military - Right of Entry

An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: BEGINNING at a point that is the intersection of the western line of Military Highway and the northern line of Cape Henry Avenue; thence, S 61°-05'-25" W, 95.40 feet along the northern line of Cape Henry Avenue to a point; thence, leaving the northern line of Cape Henry Avenue, N 29°-13'-00" W, 45.67 feet, more or less, to a point; thence, N 13°-24'-17" W, 38.12 feet, more or less, to a point; thence, N 01°-17'-12" E, 131.66 feet, more or less, to a point on the western line of Military Highway; thence, S 31°-46'-50" E, 137.27 feet, more or less, along the western line of Military Highway to a point; thence, S 40°-40'-47" E, 60.45 feet, more or less, to the Point of Beginning; All as shown on that certain exhibit entitled, "Exhibit for Property of City of Norfolk Right of Entry," prepared by Rice Associates and dated May 23, 2016.

The above-described parcel contains 0.255 acre of land, more or less.

May 25, 2016

EXHIBIT B TO ORDINANCE



NOTES:
1. MERIDIAN BASED ON VDOT PROJECT (0064-122-070 RW 202)
2. PROPOSED RIGHT OF ENTRY = 11,122 SQUARE FEET OR 0.255 ACRES.

LINE TABLE		
NO.	BEARING	DIST.
L1	S 31°46'50" E	137.27'
L2	S 40°40'47" E	60.45'
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L4	N 29°13'00" W	45.67'
L5	N 13°24'17" W	38.12'
L6	N 01°17'12" E	131.66'

EXHIBIT FOR
PROPERTY OF CITY OF NORFOLK
RIGHT OF ENTRY
NORFOLK, VIRGINIA

RICE ASSOCIATES
SURVEYING PHOTOGRAMMETRY LASER SCANNING
3145 VIRGINIA BEACH BLVD, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
(757) 306-4260
WWW.RICESURVEYS.COM

DATE	SCALE	DRAWN BY	CHECKED BY
5-23-16	1" = 50'	GB	TS

C: Dir., Department of Utilities

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: Kristen M. Lentz, P.E., Director of Utilities

Subject: License Agreement with Western Tidewater Water Authority for operation and maintenance of a raw water main

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

Ward/Superward: N/A

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-21**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk, Department of Utilities

III. **Description:**
This agenda item is an ordinance to approve a license agreement between the City of Norfolk (the "City") and the Western Tidewater Water Authority (the "Authority") for the operation and maintenance of a raw water transmission main (the "main") across City property located in the City of Suffolk ("Suffolk").

IV. **Analysis**
Suffolk holds a 20' Public Utility License granted by the City in 2013 for access to the main located on City property in Suffolk. The Authority is acquiring ownership of the main from Suffolk and has requested that the City grant the Authority a 20' Public Utility License coterminous with the license held by Suffolk. The license agreement will allow the Authority to operate and maintain the main for transfer of water from the City's Western Branch pump station to Suffolk's water treatment plant.

V. **Financial Impact**
There is no cost associated with this license.

VI. **Environmental**
There will be no environmental impact as a result of this license agreement.

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

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- License Agreement
- Exhibit Plat

5/25/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Utilities

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A LICENSE AGREEMENT WITH THE WESTERN TIDEWATER WATER AUTHORITY FOR THE OPERATION AND MAINTENANCE OF A RAW WATER MAIN ACROSS CITY OF NORFOLK PROPERTY LOCATED IN THE CITY OF SUFFOLK.

- - -

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

Section 1:- That the terms and conditions of a License Agreement ("Agreement") between the City of Norfolk ("Norfolk") and the Western Tidewater Water Authority ("Authority"), a copy of which is attached hereto as Exhibit A, whereby Norfolk permits Authority to operate and maintain a raw water main across City of Norfolk property located in the City of Suffolk, are hereby approved.

Section 2:- That the City Manager and other proper officers of the City are authorized to execute the Agreement on behalf of the City.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Agreement as he may deem necessary in order to carry out the purposes as stated therein.

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

EXHIBIT A TO ORDINANCE

LICENSE

THIS LICENSE, made and entered into this ____ day of _____ 2016, by and between the **CITY OF NORFOLK, VIRGINIA** ("Norfolk"), a municipal corporation of the Commonwealth of Virginia, and the **WESTERN TIDEWATER WATER AUTHORITY** ("Authority"), a public body corporate and politic of the Commonwealth of Virginia.

WHEREAS, the City of Suffolk ("Suffolk"), holds a 20' Public Utility License granted by Norfolk for access across a certain parcel of property owned by Norfolk known as Tax Map & Parcel Number 18*12A in order to operate and maintain a raw water transmission main, which is shown on the attached plat entitled "Plat Showing 20' Public Utility License" dated January 14, 2013, and made by Rouse-Sirine Associates, Ltd. ("Licensed Area").

WHEREAS, Authority will acquire ownership of the raw water transmission main from Suffolk and has requested that Norfolk grant the Authority a 20' Public Utility License coterminous with the Licensed Area of the license held by Suffolk.

NOW, THEREFORE, THIS LICENSE AGREEMENT, WITNESSETH: That in consideration of the premises and the sum of Ten Dollars ($10.00), and other good and valuable consideration, Norfolk, to the extent that its title permits and without warranty, hereby grants to Authority a license, revocable and terminable as hereinafter provided, within the Licensed Area designated by diagonal lines and designated as "20' Public Utility License," containing 609 sq. ft./0.014 ac., as shown on the aforementioned plat, across the property owned by Norfolk known as Tax Map & Parcel 18*12A.

1. It is understood and agreed that this License and the privilege it confers shall have commenced on the earlier of (i) the date indicated above or (ii) the date Authority acquired ownership and possession of the raw water transmission main within the Licensed Area from Suffolk.

2. It is understood and agreed that this License and the privilege it confers may be revoked and terminated at the option of Norfolk. Norfolk reserves the right to revoke this License at any time for any reason upon thirty (30) days written notice. If not previously terminated hereunder, this License and the privileges it confers shall terminate and extinguish at midnight on June 30, 2048. At the end of such term, this License shall terminate unless Norfolk agrees to renew for an additional term of years.

3. Authority shall and will at all times hereafter be responsible for any and all damages, losses, claims, demands, suits, costs or expenses ("Claims") arising directly or indirectly by reason of the use of said Licensed Area and Norfolk shall have the right to seek compensation from Authority for any such Claims incurred by Norfolk.

4. A copy of this license is to be recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia.

IN WITNESS WHEREOF, the City of Norfolk, a municipal corporation of the Commonwealth of Virginia, and the Western Tidewater Water Authority, a political subdivision of the Commonwealth of Virginia, have hereunto caused this instrument to be signed by its duly authorized officers,

(SIGNATURES ON FOLLOWING PAGES)

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 License, have acknowledged the same before me in my City and State aforesaid.

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

_____
Notary Public
Registration No._____

Approved as to Contents:

_____
Director of Utilities

Approved as to Form and Correctness:

_____
Deputy City Attorney

WESTERN TIDEWATER WATER AUTHORITY

By: _____
Michael D. Duman
Chairman of the Board of Directors

ATTEST:

_____
Albert S. Moor, II
Secretary

COMMONWEALTH OF VIRGINIA
CITY OF SUFFOLK, to-wit:

I, _____, a Notary Public in and for the Commonwealth of Virginia, do certify that Michael D. Duman, Chairman of the Board of Directors, and Albert S. Moor, II, Secretary, respectively, of the Western Tidewater Water Authority, a public body corporate and politic of the Commonwealth of Virginia, whose names are signed to the foregoing License, have acknowledged the same before me.

Given under my hand this ___ day of _____ 2016.

_____
Notary Public
My Commission Expires: _____
Registration No.: _____

Approved as to Form:

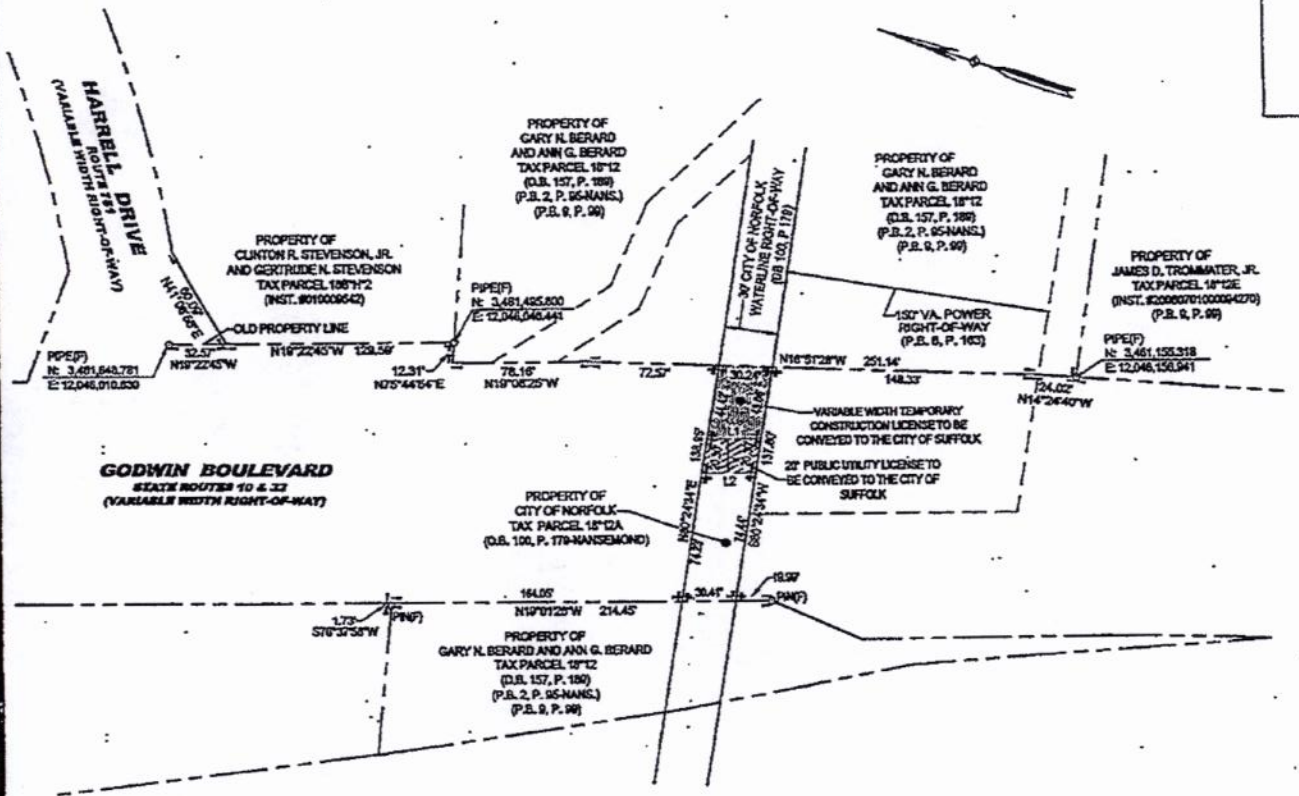
_____
Christopher D. Pomeroy
Attorney for WTWA

EXHIBIT A

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S19°24'40"E	30.45'
L2	N19°24'40"W	30.45'

TAX PARCEL #	VARIABLE WIDTH TEMPORARY CONSTRUCTION LICENSE AREA		20' PUBLIC UTILITY LICENSE AREA	
	SQ. FT.	ACREAGE	SQ. FT.	ACREAGE
18*12A	1,312	0.030	609	0.014

FOR CITY USE ONLY



NOTES:

1. MERIDIAN SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON VIRGINIA COORDINATE SYSTEM (SOUTH ZONE), NAD 1983 (1990).
2. PROPERTY LINE INFORMATION IS BASED ON VARIOUS PLATS AND DEEDS OF RECORD AND ACTUAL FIELD MEASUREMENTS.
3. THIS PLAT IS INTENDED FOR ACQUISITION PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
4. EASEMENTS TO BE ACQUIRED BY DEED.

MONUMENTATION LEGEND

○ PIN(F) =PIN FOUND (UNLESS OTHERWISE NOTED)

— DENOTES VARIABLE WIDTH TEMPORARY CONSTRUCTION LICENSE TO BE CONVEYED TO THE CITY OF SUFFOLK

— DENOTES 20' PUBLIC UTILITY LICENSE TO BE CONVEYED TO THE CITY OF SUFFOLK

COMMONWEALTH OF VIRGINIA
EUGENE L. REYNOLDS
Lic. No. 1250
1/14/13
LAND SURVEYOR

PLAT SHOWING
20' PUBLIC UTILITY LICENSE & VARIABLE WIDTH TEMPORARY CONSTRUCTION LICENSE
TO BE CONVEYED BY
THE CITY OF NORFOLK
TO
THE CITY OF SUFFOLK
CHUCKATUCK BOROUGH – SUFFOLK, VIRGINIA
SCALE: 1"=50' NOVEMBER 4, 2011

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 25 50 100 150 FEET
GRAPHIC SCALE

SHEET 1 OF 1

P.S. 726, P. 56-58; P.S. 737, P. 25

J.O. #12034-8-09A ACAD:12957-PLAT2-NORFOLK-REV11413.dwg

City of NORFOLK

C: Dir., Department of General Services
Dir., Department of Public Work

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

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

Subject: Acquisition of Property located at 312 and 314 Brockwell Avenue

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-22**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk, Department of Public Works

III. **Description:**
This agenda item is an ordinance to approve the City of Norfolk's (the "city's") acquisition of real property owned by the Runnymede Corporation located at 312 and 314 Brockwell Avenue (the "properties), for the purpose of constructing a retention pond.

IV. **Analysis**
The properties will be purchased to build a retention pond to allow the city to fix, repair, and maintain proper drainage in this area that has a history of drainage concerns. The *Code of Virginia* § 15.2-1901, §15.2-1901.1 and §15.2-2109 and *Norfolk City Charter* 2(5) provide the authority to purchase private property for public uses.

V. **Financial Impact**

FY2016 Assessed Value of Each Parcel	$18,000.00 - 312 Brockwell Avenue $18,000.00 - 314 Brockwell Avenue
Total Cost for Acquisition	Each parcel will sell for the assessed value plus $5,000.00 per parcel for transactional costs. Combined total cost for this acquisition is $46,000.00. ($36,000.00 for the parcels plus $10,000.00 for the transactional costs)
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees.

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

VI. Environmental

There are no anticipated environmental impacts.

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit Plat
- Legal Description

3/23/16 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ 46,000 — 2300-35-010-712-5307 (Account)

_____ Director of Finance — 5/31/16 Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE FINDING A PUBLIC NECESSITY FOR THE ACQUISITION IN FEE SIMPLE OF CERTAIN PROPERTY LOCATED AT 312 AND 314 BROCKWELL AVENUE FOR THE PURPOSE OF CONSTRUCTION OF A RETENTION POND; APPROVING THE ACQUISITION OF THE PROPERTY BY PURCHASE AGREEMENT OR CONDEMNATION; AND AUTHORIZING THE EXPENDITURE OF A SUM OF UP TO $46,000.00 FROM FUNDS HERETOFORE APPROPRIATED FOR ACQUISITION OF THE PROPERTY AND ALL RELATED TRANSACTIONAL COSTS.

- - -

WHEREAS, the City of Norfolk ("City") has identified a drainage issue at 312 and 314 Brockwell Avenue ("Property") and the surrounding area; and

WHEREAS, in order for the City to fix, repair and maintain proper drainage in the area, it will be necessary to construct a retention pond on the Property, said property being shown on Exhibit A and described in Exhibit B, attached hereto; and

WHEREAS, the City is empowered by the provisions of Virginia Code Sections 15.2-1901, 15.2-1901.1 and 15.2-2109 and by Norfolk City Charter Section 2(5) to acquire private property for public uses; and

WHEREAS, it is the judgment of the Council of the City

of Norfolk that the acquisition of the property is necessary to assist with drainage on and around the Property; and

WHEREAS, available property records indicate that the person or entity having an ownership or other possessory interest in the property to be acquired by the City is, at the time of the adoption of this ordinance, The Runnymede Corporation; now, therefore,

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

Section 1:- That pursuant to the provisions of Virginia Code Sections 15.2-1901, 15.2-1901.1 and 15.2-2109 and by Norfolk City Charter Section 2(5), the Council finds that the acquisition of the property shown on Exhibit A and described in Exhibit B is necessary for the purpose of building a retention pond to assist with drainage in the area.

Section 2:- That the acquisition of the said property upon such terms and conditions as the City Manager shall deem reasonable and in the best interest of the City is hereby authorized and approved.

Section 3:- That the City Manager is authorized to accept an appropriate deed in form satisfactory to the City Attorney, and to do all things necessary and proper for the acquisition of the property.

Section 4:- That the expenditure of the sum of up to $46,000.00 from funds heretofore appropriated for the acquisition of the property, including all related transactional costs, is hereby authorized and approved.

Section 5:- That in the event the bona fide efforts to acquire the property by means other than condemnation are ineffectual, the City Manager and City Attorney be, and hereby are, authorized and directed to take such action as may be necessary to acquire the property including the institution of condemnation proceedings and the payment of compensation to the owner of the property to be acquired as well as any other persons

having an interest in such property. Based on information in available property records, the name of the owner of the property to be acquired by the City and the total estimated funds necessary to compensate the owner of the property are as follows:

The Runnymede Corporation - not less than $36,000.00.

Section 6:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

M.B.3 P.135 (VA.BEACH)

GLENROCK

PROPERTY OF

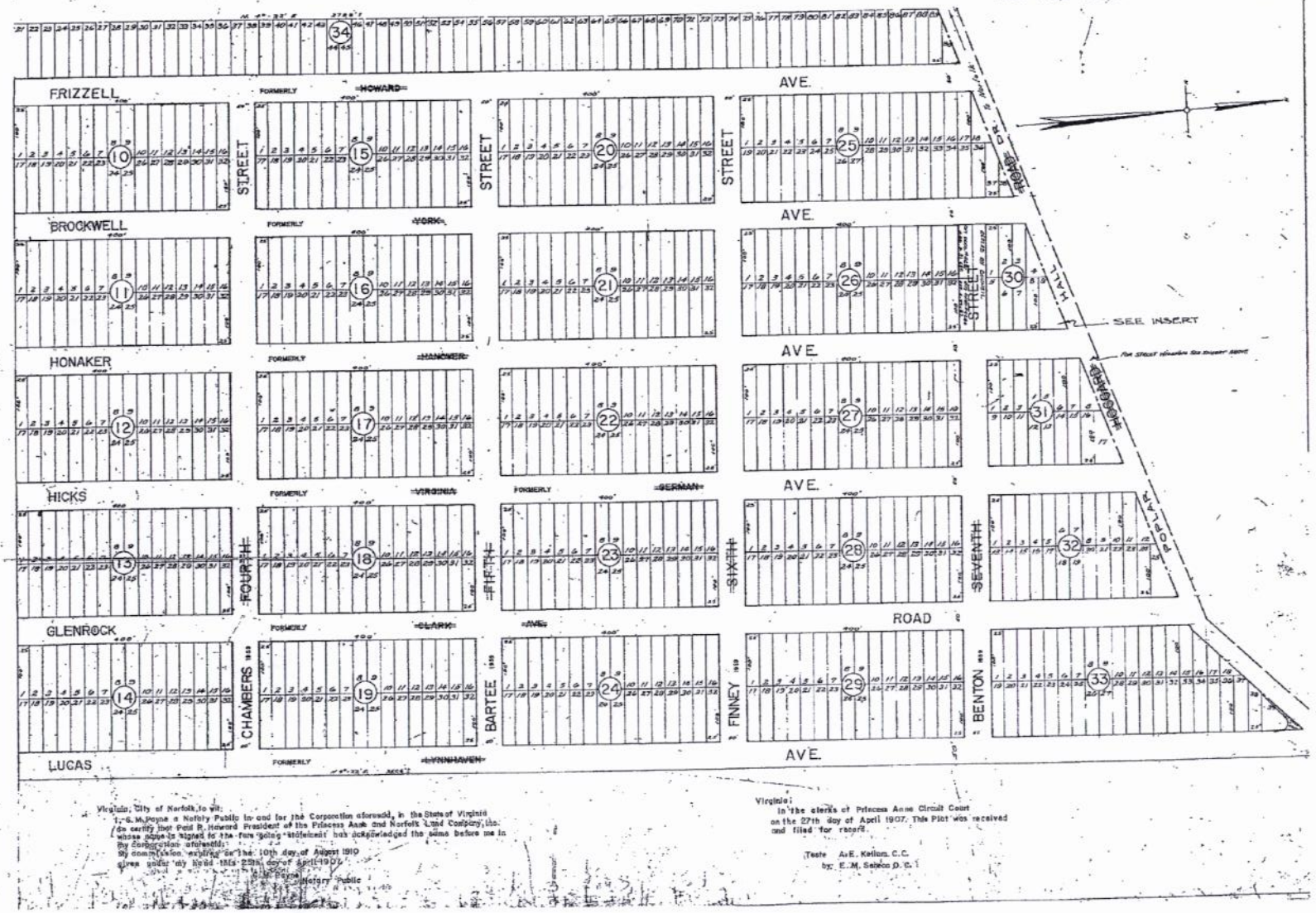
PRINCESS ANNE & NORFOLK LAND CO., INC.

EASTERN BRANCH ELIZABETH RIVER

1907

JAMES RIDDLE, ENGR

SCALE-1in. = 100 ft.



Virginia, City of Norfolk, to wit:
I, C. M. Payne a Notary Public in and for the Corporation aforesaid, in the State of Virginia do certify that Reid R. Howard President of the Princess Anne and Norfolk Land Company, the whose name is signed to the foregoing statement has acknowledged the same before me in My Corporation aforesaid.
My commission expiring on the 10th day of August 1910
Given under my hand this 25th day of April 1907.

C. M. Payne
Notary Public

Virginia:
In the clerks of Princess Anne Circuit Court on the 27th day of April 1907. This Plat was received and filed for record.

Teste A.E. Ketlam. C.C.
by: E.M. Selzon D. C.

EXHIBIT B TO ORDINANCE

312 Brockwell Ave
Lot 7, Block 16
Glenrock

A rectangular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, and being known, numbered and designated as Lot 7, in Block 16, being 25 feet in width along the eastern right-of-way of Brockwell Avenue and having a depth of 100 feet, as shown on that certain plat entitled, "Glenrock"; said plat being duly recorded on the 27th day of April, 1907, and is in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 3 at Page 135.

The above-described parcel contains 0.057 acre of land, more or less.

March 25, 2016

314 Brockwell Ave
Lot 8, Block 16
Glenrock

A rectangular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, and being known, numbered and designated as Lot 8, in Block 16, being 25 feet in width along the eastern right-of-way of Brockwell Avenue and having a depth of 100 feet, as shown on that certain plat entitled, "Glenrock"; said plat being duly recorded on the 27th day of April, 1907, and is in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 3 at Page 135.

The above-described parcel contains 0.057 acre of land, more or less.

March 25, 2016

C: Dir., Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: David Ricks, Director of Public Works

Subject: Nonexclusive Telecommunications Franchise Agreement, Mobilitie, L.L.C.

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

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-23**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Mobilitie, LLC
2220 University Drive
Newport Beach, CA 92660

III. **Description:**
This agenda item is an ordinance approving a Nonexclusive Telecommunications Franchise Agreement between the City of Norfolk (the "city") and Mobilitie LLC ("Mobilitie"). The term of the Agreement is for five (5) years.

IV. **Analysis**
Mobilitie is the largest privately-held wireless infrastructure provider in the United States. Mobilitie installs and operates indoor and outdoor neutral host distributed antenna systems, small cell antennas, Wi-Fi networks, and communication tower sites, as well as other infrastructure used by wireless carriers to enable high speed mobile cellular and broadband communications. This Agreement grants Mobilitie the right, upon certain conditions, to install, operate and maintain its telecommunications facilities, in, over, under, and across the city's rights-of-way for the purpose of enabling telecommunication services within certain areas of the city. Mobilitie is certificated by the State to provide local exchange telecommunications services.

V. **Financial Impact**
As compensation to the city for use of its right-of-way, Mobilitie will pay to the city a franchise fee of three (3) percent of its gross earnings for the provision of local telecommunication service.

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

VI. Environmental

N/A

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A, (Nonexclusive Telecommunications Franchise Agreement)

Form CCO-003

12/10/15 sb
Form and Correctness Approval:

By Martha P. McBann
Office of the City Attorney

Contents Approved:

By _____
DEPT. PUBLIC WORKS

NORFOLK, VIRGINIA

ORDINANCE No.

R-18

AN ORDINANCE APPROVING A NONEXCLUSIVE TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH MOBILITIE, LLC

- - -

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

Section 1: - That the Nonexclusive Telecommunications Franchise Agreement between the City of Norfolk and Mobilitie, LLC, a copy of which is attached hereto as Exhibit A, by which Mobilitie, LLC, shall have the right, upon certain conditions, to install and operate conduit in the City's rights of way for the purpose of enabling telecommunications services within certain areas of the City, is hereby approved.

Section 2: - That the proper officers of the City are authorized to enter into such agreement in behalf of the City, subject to approval by the City Attorney as to the agreement's form and correctness, and to do all things necessary and proper to carry out its provisions.

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

NONEXCLUSIVE TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Nonexclusive Telecommunications Franchise Agreement (hereinafter "Agreement") is made and entered into as of _____ ___, 2016, by and between the City of Norfolk, Virginia, a Virginia municipal corporation (hereinafter "City" or "Grantor") and Mobilitie, LLC (hereinafter "Mobilitie" or "Grantee"), having an office at 2220 University Drive, Newport Beach, CA 92660.

WHEREAS, Mobilitie has requested the right to install and operate a telecommunications system or facilities in the City's rights-of-way in order to provide telecommunication services within certain areas of the City; and

WHEREAS, Mobilitie desires to enter the City's rights-of-way under a nonexclusive telecommunications Franchise to use the rights-of-way at its own risk; and

WHEREAS, the City is agreeable to allowing Mobilitie to use the City's rights-of-way subject to certain terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and Mobilitie agree as follows:

Section 1. Grant of Authority. Mobilitie is hereby granted a nonexclusive telecommunications Franchise to construct, maintain, and operate telecommunications facilities in, over, under, and across the public ways within the City, as designated on the routing map attached as Exhibit 1, for the sole purpose of providing telecommunication services, including, but not limited to, both local and long distance. This Franchise does not include any provision of any cable television services of any type or any video programming other than telecommunication services as defined in the definitions section of this Agreement. The City specifically reserves the right to grant other telecommunications franchises, licenses or other rights as it deems appropriate for other telecommunication systems or facilities or any other purposes in accordance with the law. Mobilitie is not authorized to sublicense or sublease to any Person the right to occupy or use the Public Ways of the City to install, construct, maintain, upgrade, repair, or remove Telecommunications Facilities or any other equipment for any purpose.

Section 2. Acceptance of Franchise. Mobilitie hereby accepts the franchise and agrees to comply with all of the terms of the Agreement, as well as with all applicable Federal, State and local laws, ordinances, resolutions, codes, rules and regulations, regardless of whether they are expressly referenced in this Agreement.

Section 3. Definitions. For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Affiliate" means a person that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common ownership or control with another person.

"Cable Act" shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. *§532, et seq.* as now and hereafter amended.

"Cable operator" means a person providing or offering to provide "cable service" within the City as that term is defined in the Cable Act.

"Cable service" for the purpose of this Agreement shall have the same meaning provided by the Cable Act.

"City" means the City of Norfolk, Virginia, and where appropriate its officers, agents, employees and volunteers.

"City property" means and includes all real property owned by the City, other than public streets and utility easements, as those terms are defined herein, and all property held in a proprietary capacity by the City, which are not subject to right-of-way franchising as provided by law.

"Communications Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, and as may be amended from time to time.

"Conduit" means any materials such as the metal or plastic pipe that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunication service.

"Duct" means a pipe, tube, channel or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

"Excess capacity" means the volume or capacity in any existing or future duct, innerduct, conduit, manhole, handhold or other utility facility within the public way that is, or will be, available for use for additional telecommunications facilities.

"Effective Date" means the date of this Agreement as set forth on the first page of this Agreement, which shall be effective upon the date on which this Agreement has been fully executed by all the parties. This date shall be used for reference purposes and all other purposes.

"FCC" or ***"Federal Communications Commission"*** means the Federal administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

"Franchise" means the non-exclusive, revocable license granted to Grantee in this Agreement to use the public ways of the City for the purposes of constructing, installing, using, maintaining testing, inspecting, operating, repairing and removing the Telecommunications System pursuant to and in accordance with this Agreement.

"Grantee" or ***"Mobilitie"*** means Mobilitie, LLC

"Grantor" means the City of Norfolk, Virginia.

"Maintenance" means any effort or expenditure taken or made by a Grantee to preserve, repair, or improve existing telecommunications facilities or infrastructure in accordance with generally accepted industry standards.

"Other ways" means the highways, streets, alleys, utility easements or other rights-of-way within the City, but under the jurisdiction and control of a governmental entity other than the City.

"Overhead facilities" means utility poles, utility facilities and telecommunications facilities located above the surface of the ground, including the underground supports and foundations for such facilities.

"Person" means any natural person, corporation, company, association, joint stock company or association, firm, partnership, limited liability company, joint venture, trust, individual and any other legally recognized entity, private or public, whether for profit or not-for-profit and includes the officers, agents, employees or representatives of such entity where appropriate.

"Public street" means the surface of and the space above and below any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including non-paved surfaces, now or hereafter held by the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer easements or similar public use.

"Public way" means and includes all public streets and utility easements, as those terms are defined herein, now or hereafter held or controlled by the City, but only to the extent of the City's right, title, interest

or authority to grant a License to occupy and use such streets and easements for telecommunications facilities.

***"State"* or "Commonwealth"** means the Commonwealth of Virginia.

"State Corporation Commission" means the State administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers in the Commonwealth of Virginia.

"Surplus space" means that portion of the usable space on a utility pole which has the necessary clearance from other pole users, as required by the orders and regulations of the State Corporation Commission or other regulatory entity, to allow its use by a telecommunications carrier for a pole attachment.

"Telecommunications facilities" means the plant, equipment and property, including but not limited to, fiber optic cables, cables, lines, wires, conduits, ducts, circuits, pedestals, nodes, antennae, power supplies, radio, waveguides, vaults, manholes, amplifiers, electronics and other appurtenances or technology used or to be used to transmit, receive, distribute, provide or offer telecommunications services.

"Telecommunications service" means the providing or offering for rent, sale or lease, or in exchange for other value received, the transmittal of signals, including but not limited to voice, data, image, radio frequency, graphic or video or other programming information between or among points by wire, lines cable, fiber optics, circuits, laser or infrared, antennae, microwave, radio, satellite or other telecommunications facilities.

"Telecommunications system," see ***"Telecommunications facilities"***

"Underground facilities" means utility or telecommunications facilities located under the surface of the ground, excluding the underground foundations or supports for Overhead Facilities.

"Usable space" means the total distance between the top of a utility pole and the lowest possible attachment point that provides the minimum allowable vertical clearance as specified in the orders and regulations of the State Corporation Commission or other regulator entity.

"Public Utility" *or* ***"Utility"*** shall be defined in accordance with applicable state laws regarding public utilities, but shall specifically include providers of telecommunications services.

"Utility easement" means any easement held by the City and acquired, established, dedicated or devoted for public utility purposes not inconsistent with telecommunications facilities.

"Utility facilities" means the plant, equipment and property, including but not limited to, the poles, pipes, mains, conduits, ducts, cables, fiber optic cables, circuits, wires, lines, antennae, plant and equipment located under, on or above the surface of the ground within the public ways of the City and used or to be used for the purpose of providing utility or telecommunications services.

Section 4. Grantee's Authority. Grantee warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities to provide all telecommunications facilities and services it intends to provide within the City and upon request by the City will provide evidence of such authority.

Section 5. Franchise Only. Grantee acknowledges and agrees that all Grantee is granted by this Agreement is a nonexclusive telecommunications Franchise and that no other rights of any kind are granted by this Agreement, including but not limited to any right to provide any type of cable television services or video programming.

Section 6. Application of Undergrounding Ordinances. Grantee understands that the City is in the process of amending its undergrounding ordinances. Grantee acknowledges and agrees that to the extent

these ordinances require new utility facilities to be installed underground, within one hundred twenty (120) days of enactments, or, if such requirement is challenged in an administrative or judicial proceeding, within one hundred twenty (120) days of final resolution thereof, Grantee shall initiate, and expeditiously complete, the placement of all of its utility facilities in the City's public ways underground at its sole cost and without charge to the City.

Section 7. Compensation. As compensation to the City for use of the City's rights of way, Grantee shall pay to the City annually, in the manner set forth hereinafter, three (3) percent of its gross earnings derived in the City of Norfolk for the provision of Telecommunications Service.

7.1 The annual compensation for a Franchise as provided for in Section 7, shall be payable annually on or before the 60th day after the end of each calendar year or fraction thereof.

7.2 Each annual payment shall be by check made payable to the City and filed with the Norfolk Commissioner of Revenue.

7.3 Each payment required by this section shall be accompanied by a statement executed by an authorized officer of the Grantee certifying the amount of gross earnings for the period covered by the payment.

7.4 All payments required by this section, and accompanying statements, shall be subject to audit by the Norfolk Commissioner of Revenue and assessment or refund if the payment is found to be in error.

7.5 In the event that such audit results in an assessment by and an additional payment to the City, such additional payment shall be subject to interest at the rate of one and one-half percent (1½%) per month, or any fraction of a month elapsed after the due date where the additional payment exceeds five percent (5%) of the amount paid by the Grantee.

7.6 Failure of the Grantee to pay the fees required under this Section 7 within thirty (30) days of the due date shall subject the Grantee to a ten percent (10%) penalty, and interest charges of one and one-half percent (1½%) per month, or portion thereof, for each month payment is delinquent.

7.7 Failure of the Grantee to make the annual payment required under this Section 7 within ninety (90) days of the due date may subject the Grantee to the revocation of its Franchise following thirty (30) days written notice from the City. In the event the annual payment is not received within one hundred and twenty (120) days of the due date, the Grantee shall be considered to have abandoned the telecommunications facilities installed under this Franchise and said telecommunications facilities shall become the property of the City.

Section 8. Term. The term of the franchise shall begin on the Effective Date of this Agreement and shall expire five (5) years from the Effective Date. The term may be terminated earlier by mutual agreement or in the event of default. Upon Expiration of this Agreement, it is the intention of the parties hereto to enter into a new (5) year Franchise Agreement containing substantially similar terms; however, any such new Franchise Agreement shall be subject to the approval of City Council through a duly adopted ordinance. Grantee shall notify the City in writing of its desire to exercise any such renewal option at least ninety (90) days in advance of the expiration of the then current Franchise term.

Section 9. Other Remedies. Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or Grantee may have, at law or in equity, for enforcement of this Agreement.

Section 10. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

Section 11. Transfer of Ownership. Grantee shall not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either voluntarily or by forced or involuntary sale, or ordinary sale, consolidation, or otherwise (except to a parent, affiliate, wholly owned subsidiary, or in connection with financing by Grantee in the ordinary course of business) any of the rights or privileges granted by this Agreement without the prior consent of the City Council, which consent shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, but subject to any applicable requirements in the City Charter and the State Code, no consent from the City shall be required for a transfer in trust, mortgage, collateral, assignment or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a *pro forma* transfer of corporation, partnership, or other entity controlling, controlled by or under common control with the Grantee.

Section 12. Administrative Costs. Grantee will pay to the City the sum of One Thousand Dollars ($1,000) for the administrative costs and expenses incurred by the City related to the grant of this Franchise. Upon execution of the Agreement by both parties, the administrative fee shall be paid to the City within 14 days. Failure to pay such fee shall entitle the Grantor to revoke this Franchise Agreement at its sole discretion.

Section 13. Location of Facilities. Subject to the terms of Section 16 of this Agreement, Grantee's facilities shall be constructed, installed and located, at their sole expense, as follows:

(a) Grantee shall install its copper and/or fiber optic cables within an existing underground duct or conduit whenever excess capacity exists within such utility facility, so long as Grantee, by so doing, would not be required to relinquish ownership and control of its facilities to the owner of the duct or conduit, and so long as Grantee determines such installation to be the most economically feasible option available.

(b) Subject to any applicable City ordinances or code provisions, Grantee may install utility poles in the public right-of-way and attach Telecommunications facilities to said utility poles. In addition, Grantee may install its Telecommunications facilities on existing or replacement utility poles to the extent that space is available thereon.

(c) Grantee shall comply, at its sole expense, with all requirements regarding the placement of its facilities underground in those areas designated as underground districts in the Norfolk City Code, or whenever all new and existing cable facilities and Telecommunications facilities are located or are required to be located underground within a particular segment of a public way of the City.

Section 14. Permits. Grantee, including its contractors and consultants, prior to any construction or work being commenced, is required to obtain at its sole expense all applicable permits, including any application and permit for, street opening, if any streets will be disturbed, and street, lane or sidewalk closures. However, nothing herein shall prohibit the City and a Grantee from agreeing to an alternative plan to review permit and construction procedures provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices, and are in accordance with applicable City Code provisions.

Section 15. Public Works. The rights and privileges granted by this Agreement shall not be in preference or hindrance to the rights of the City and any other lawful governmental authorities having jurisdiction to perform or carry out any public works or public improvements. Should the telecommunications system interfere with the construction, maintenance or repair of such public works or improvements, Grantee, at its expense, shall protect or relocate the telecommunications system, or any applicable part thereof, as directed by the City or other governmental authorities having jurisdiction.

Section 16. Use of Public Ways.

16.1 Grantee, in any opening it shall make in the public ways of the City, shall be subject to the provisions of this Agreement and to all applicable ordinances, codes and regulations of the City. The

Telecommunications system of the Grantee shall be located so as not to interfere with the public safety or with the convenience of persons using the public ways.

16.2 The City reserves the right by resolution of the City Council or otherwise through proper representatives of the City to specifically designate the location of the Telecommunications system of Grantee with reference to municipal facilities, such sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, public cable television utilities, and railway communication and power lines, in such a manner as to protect the public safety and public and private property. Failure by the City to so designate does not relieve Grantee of its responsibilities in matters of public safety as provided in this Agreement. Grantee shall construct, maintain and locate its telecommunications system so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal and fiber optic facilities of the City.

16.3 Except in the cases of emergencies, Grantee shall not move, materially alter, materially change, or extend any of its telecommunications system in any public way unless prior written notice of its intention to do so is given to the City Manager and permission in writing to do so is granted by the City Manager or such requirement is waived by the City Manager. Such permission shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility or public service corporation for their respective purposes and functions. Such work by Grantee shall also be coordinated with the City's annual paving program through the Department of Public Works. This section shall be subject to 47 U.S.C. § 1455.

16.4 The City requires that written permits, in any and all cases, be obtained by Grantee whenever it becomes necessary for Grantee to excavate in the public ways in order to install, construct, maintain or extend the Telecommunications system. Such permits may be made applicable to any and all types of excavations in the public ways, as prescribed by City, and City may establish a fee for each excavation made in a public way by a Grantee. Such permits may require the particular part or point of the public ways where construction or excavation is to be conducted, the length of time in which such permit shall authorize such work to be done and the hours of each day during which such work shall be undertaken. A single permit maybe issued for multiple excavations to be made in public ways; provided, however, any public way opening fee established by City shall apply to each excavation made in public ways of the City. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in the public ways without permit, Grantee shall attempt to notify the Director of Public Works or his designee immediately to obtain appropriate guidance and authority; however, in the event Grantee is unable to make such contact after making a diligent attempt to do so, Grantee may make a report of each such excavation to the City within two (2) working days and pay such fee as may be established by City for excavations in public ways by Grantee. Any permit applications and inspections related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay Grantee in efficiently discharging its public service obligation.

16.5 Immediately after installation, repair or extension of the Telecommunications system or any portion thereof or any pavement cut by Grantee in any public way of the City, the incidental trenches or excavations shall be refilled by Grantee in a manner acceptable to the Director of Public Works. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by Grantee at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, Grantee shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then Grantee at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, Grantee shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the Director

of Public Works and the full length of the section or sections cut, a section being defined as that-area marked by expansion joints or scoring or as determined by the Director of Public Works in accordance with the City's Right-of-Way Excavation & Restoration Manual. Grantee shall maintain, repair and keep in good condition for a period of two (2) years following such disturbance all portions of public ways disturbed by Grantee, to the extent that such maintenance and repair is necessary because of defective workmanship or materials supplied by Grantee.

16.6 Grantee shall promptly remove or correct any obstruction, damage, or defect in any public way which may have been caused by Grantee in the installation, operation, maintenance or extension of Grantee's telecommunications system. Any such obstruction, damage, or defect which is not promptly removed, repaired or corrected by Grantee after proper notice so to do, given by the City to Grantee, may be removed or corrected by the City, and the cost thereof shall be charged against Grantee and may be enforced as a lien upon any of Grantee's properties or assets. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, communication facilities or other property resulting from construction or maintenance of Grantee's Telecommunications system shall be borne by Grantee and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by the Grantee to the City.

16.7 If weather or other conditions do not permit the complete restoration required by this Section, the Grantee shall temporarily restore the affected public ways or property. Such temporary restoration shall be at the Grantee's sole expense and the Grantee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

16.8 Grantee or other person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including the Virginia Work Area Protection Manual as amended from time to time.

16.9 Grantee shall not open, disturb or obstruct, at any one time, any more of the public ways than reasonably may be necessary to enable it to proceed in laying or repairing its Telecommunications system. Neither shall Grantee permit any public ways so opened, disturbed or obstructed by it in the installation, construction, repair or extension of its Telecommunications system to remain open or the public way disturbed or obstructed for a longer period of time than reasonably shall be necessary. In all cases where any public ways shall be excavated, disturbed or obstructed by Grantee, Grantee shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals and other devices necessary or proper to adequately give notice, protection and warning to the public of the existence of all actual conditions present.

16.10 Whenever the City shall widen, reconstruct, realign, pave or repave, or otherwise work on any public ways, or shall change the grade or line of any public ways, or shall construct or reconstruct any water, sanitary sewer, storm sewer, drainage or communications facility of the City, it shall be the duty of Grantee to move, alter or relocate its Telecommunications system or any part thereof as requested by the City at Grantee's expense. Upon written notice by the Director of Public Works of the City's intention to perform work as specified above, Grantee shall within a reasonable period of time accomplish its obligation in accordance with and to conform to the plans of the City for such construction, reconstruction or improvements. Should the Grantee fail, refuse or neglect to comply with such notice, the Telecommunications system or any part hereof may be removed, altered or relocated by the City and the City shall not be liable to Grantee for any damages resulting from such removal, alteration or relocation.

16.11 In the event any Street or portion thereof used by Grantee shall be vacated by the City or the use thereof discontinued by Grantee during the term of this Franchise, Grantee shall not be obligated to remove its Telecommunications facilities therefrom unless specifically requested by the City to

do so and on the removal thereof Grantee shall, at its own expense, restore, repair or reconstruct the Street area where such removal has occurred and place the Street area where such removal has occurred to a condition similar to that existing before such removal took place. In the event of failure, neglect or refusal of Grantee, after one hundred twenty (120) days' notice by the City to remove the Telecommunications facilities or to repair, restore, reconstruct, improve or maintain such Street portion, the City may do such work or cause it to be done, and the cost thereof as found and declared by the City shall be paid by Grantee as directed by the City and collection may be made by any available remedy.

Section 17. Damage to Property. Neither Grantee, nor any person acting on Grantee's behalf, shall take any action or permit any action to be done which may impair or damage any City Property, public ways of the City, other Ways or other property located in, on or adjacent thereto.

Section 18. Repair and Emergency Work. In the event of an unexpected repair or emergency, Grantee may commence such repair and emergency response work as required under the circumstances, provided Grantee shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable.

Section 19. Maintenance of Facilities. Grantee shall maintain its Telecommunications facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

Section 20. Safety Standards. Grantee shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries or nuisances to the public.

Section 21. Police Power. All rights and privileges granted hereby are subject to the lawful exercise of the police power of the City to adopt and enforce local laws, rules and regulations necessary to the health, safety and general welfare of the public. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

Section 22. Relocation of Facilities. Within one hundred twenty (120) days following written notice from the City, Grantee shall temporarily or permanently relocate, change or alter the position of any Telecommunications facilities within the public ways at Grantee's expense whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

(a) The construction, repair, maintenance or installation of any City facilities or other public improvement in or upon the public ways.

(b) The operations of the City or other governmental entity in or upon the public ways.

Grantee shall only relocate, change, or alter the position of Telecommunications facilities to sites that are mutually agreed upon by City and Grantee.

Section 23. Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut or move any Telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate or useful in response to any life-threatening emergency. The City will endeavor to notify Grantee of such emergencies that may affect their Telecommunications facilities. Nothing herein shall create any duties or obligations on the City to so notify Grantee nor shall the City, its officers, agents, employees, or volunteers in any way be liable for any failure to notify Grantee.

Section 24. Damage to Grantee's Facilities. Except for acts of gross negligence or willful misconduct, and subject to the City's rights to sovereign immunity, the City, its officers, agents, and employees, shall not be liable for any damage to or loss of any Grantee's Telecommunications services or

Telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

Section 25. Duty to Provide Information. Within ten (10) days of a written request from the City, Grantee shall furnish the City with information sufficient to demonstrate that:

(a) Grantee has complied with all requirements of this Agreement.

(b) That all franchise fees, municipal sales taxes, telecommunications taxes, utility taxes or any other taxes, fees or charges due the City in connection with the telecommunications services or facilities provided by the Grantee have been properly collected and/or paid by Grantee.

(b) All books, records, maps, and other documents maintained by Grantee with respect to its services or facilities within City or the public ways shall be made available for inspection by representatives of the City at least every six (6) months and at other reasonable times and intervals.

The City may request such information to the extent it is necessary to ensure compliance with this franchise agreement.

Section 26. Insurance and Bond Requirements.

26.1 Requirement of Insurance. Grantee shall, at its expense, obtain and maintain during the life of this Agreement the insurance and bond required by this Agreement. Any required insurance and bond shall be effective prior to the beginning of any work by Grantee within the City.

26.2 Commercial General Liability. Grantee shall maintain during the life of this Agreement Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limits of liability for this coverage shall be $2,000,000 combined single limit for any one occurrence.

26.3 Contractual Liability. Grantee shall maintain during the life of this Agreement broad form Contractual Liability insurance including the indemnification obligation set forth in this Agreement.

26.4 Workers' Compensation. Grantee shall maintain during the life of this Agreement Workers' Compensation insurance covering Grantee's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance for all its employees engaged in work under this Agreement.

26.5 Automobile Liability. Grantee shall maintain during the life of this Agreement Automobile Liability insurance. The minimum limit of liability for such insurance shall be $1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

26.7 Umbrella Coverage. The insurance coverages and amounts set forth in subsections (b), (c), (d) and (e) of this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of $5,000,000. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by subsections (b), (c), (d) and (e), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by Grantee to the City.

26.8 Pollution Liability Insurance. Grantee shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of $1,000,000 each occurrence. Coverage shall be provided for

bodily injury and property damage resulting from pollutants, which are discharged suddenly and accidentally. In addition, the insurance will provide coverage for cleanup costs.

26.9 Evidence of Insurance. All insurance shall meet the following requirements:

(a) The Grantee shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles, the amount of such deductible being subject to approval by the City.

(b) The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been received by the City of Norfolk."

(c) The required certificate or certificates of insurance shall name the City of Norfolk, its officers, agents, employees and volunteers as additional insured.

(d) Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement must be authorized to do business in the Commonwealth of Virginia.

Section 27: Liability. Grantee agrees and binds itself to indemnify, keep and hold the City, its officers, agents, and employees free and harmless from any and all claims, causes of action, damages or any liability on account of any injury or damage of any type to any persons or property growing out of, or directly or indirectly resulting from, any act or omission of Grantee, including but not limited to: (a) Grantee's use of the public ways or other areas of the City; (b) the acquisition, construction, reconstruction, erection, installation, operation, maintenance, repair or extension of Grantee's telecommunications facilities; (c) the exercise of any right or privilege granted by or under this Agreement; or (d) the failure, refusal or neglect of Grantee to perform any duty imposed upon or assumed by Grantee by or under this Agreement. In the event that any suit or proceeding shall be brought against the City at law or in equity, either independently or jointly with Grantee on account thereof, Grantee, upon timely notice given to it by the City, will defend the City in any such action or other proceeding at the cost of the Grantee. In the event of any settlement or final judgment being awarded against the City, either independently or jointly with Grantee, then Grantee will pay any such settlement or judgment or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the City, it officers, agents, and employees free and harmless therefrom.

Section 28: Hazardous Materials.

28.1 While on or near City's property or easement or in its performance of this Agreement, Grantee shall not transport, dispose of or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement and in any event Grantee shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances or waste. Regardless of City's acquiescence, Grantee shall indemnify and hold City, its officers, agents, employees and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines or penalties, including reasonable attorney's fees, resulting from Grantee's violation of this paragraph and agrees to reimburse City for all costs and expenses incurred by City in eliminating or remedying such violations. Grantee also agrees to reimburse City and hold City, its officers, agents, employees and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of Grantee's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon City's premises.

28.2 The Grantee shall protect, indemnify, and hold harmless the City from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the

performance of any work or activity arising out of the use of any telecommunication facilities or the provision of telecommunication service.

Section 29: Performance and Labor and Material Surety. Before this Agreement is effective, and as necessary thereafter, the Grantee shall provide such bonds or other instruments in form and substance acceptable to the City as may be required by this Agreement.

Section 30: Bond.

30.1 Within ten (10) consecutive calendar days after the effective date of this Agreement but before any construction is commenced, Grantee shall furnish to the City a performance bond made payable to the City in the amount of one hundred thousand dollars ($100,000). The Performance Bond is to guarantee that the project is constructed and maintained in a proper manner without damage to the public ways or other areas of the City. The bond shall be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. Upon satisfactory completion of construction of the Grantee's telecommunications facilities, the performance bond may be reduced to the amount of twenty-five thousand dollars ($25,000) and made payable to the City, and shall be maintained at this amount throughout the term of this Agreement.

30.2 The bond shall guarantee, to the satisfaction of the City:

(a) timely completion of construction;

(b) construction in compliance with applicable plans, permits, technical codes and standards;

(c) proper location of the facilities as specified by the City;

(d) proper maintenance of Grantee's facilities during the term of this Agreement;

(e) restoration of the public ways and other property affected by any construction or repair work performed by or at the request of Grantee;

(f) the submission of "as-built" drawings after completion of the work as required by this Agreement; and

(g) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work.

Section 31: Coordination of Construction Activities. Grantee is required to cooperate with the City as follows:

(a) Anytime Grantee plans expansion of its backbone system, Grantee shall provide the City with a schedule of its proposed construction activities in and around any public ways, or that may affect the public ways.

(b) Grantee shall meet with the City and other users of the public ways annually, or as determined by the City, to schedule and coordinate construction in the public ways.

(c) All construction locations, activities and schedules shall be coordinated, as ordered by the Director of Public Works, to minimize public inconvenience, disruption or damages.

Section 32: Nonenforcement by City. Grantee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City, upon any one or more occasions, to insist upon Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions of this Agreement.

Section 33: Construction Codes. Telecommunications facilities shall be constructed, installed, operated and maintained in accordance with all applicable federal, state and local codes, rules and regulations including the National Electrical Safety Code.

Section 34: Engineer's Certification. All permit applications for bridge attachments and for excavations that are adjacent to the Light Rail track bed shall be accompanied by the certification of a registered professional engineer that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations.

Section 35: Traffic Control Plan. All permit applications which involve work on, in, under, across or along any public ways shall be accompanied by a traffic control plan demonstrating the protective measures and devices that will be employed, consistent with applicable local, state and federal laws and regulations, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic.

Section 36: Issuance of Permit. Within forty-five (45) days after submission of all plans and documents required of the applicant and payment of the fees required by this Agreement, and compliance with the provisions of the Virginia Code, the City, if satisfied that the applications, plans and document comply with all requirements of this Agreement, shall issue a permit authorizing construction of the facilities, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as may be deemed necessary or appropriate.

Section 37: Construction Schedule. The Grantee shall submit a written construction schedule to the Director of Public Works ten (10) working days before commencing any work in or about the public ways. The Grantee shall further notify the Director of Public Works not less than five (5) working days in advance of any excavation or work in the public ways and shall comply with the provisions of the Virginia Underground Utility Damage Prevention Act, Virginia Code § 56-265.14 et. seq.

Section 38: Compliance with Permit. All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The City and its representatives shall be provided access to the work and such further information as it may require to ensure compliance with such requirements.

Section 39: Display of Permit. The Grantee shall maintain a copy of the construction permit and approved plans at the construction site, which shall be displayed and made available for inspection by the City at all times when construction work is occurring.

Section 40: Survey of Underground Facilities. The Grantee shall supply and specify the location of all facilities by depth, line, grade, proximity to other facilities or other standard, the Grantee shall cause the location of such facilities to be verified, to the extent required, by a registered state surveyor. The Grantee shall relocate, at its expense, any facilities which are not located in compliance with permit requirements.

Section 41: Noncomplying Work. Upon order of the City, all work which does not comply with the permit, the approved plans and specifications for the work, or the requirements of this Agreement, shall be removed at the sole expense of Grantee.

Section 42: Completion of Construction. The Grantee shall promptly complete all construction activities so as to minimize disruption of the City's public ways and other public and private property. All construction work authorized by a permit within the public ways, including restoration, must be completed within 30 days of the date of issuance of the permit.

Section 43: As-Built Drawings. Within sixty (60) days after completion of construction, the Grantee shall furnish the City with two (2) complete sets of as-built plans, drawn to scale and certified to the City as accurately depicting the actual location of all telecommunications facilities constructed pursuant to the permit and shall include a digitized map(s) in both printed and electronic form readable by the current version of Auto CAD or PDF. Grantee shall, upon request, provide updated maps annually.

Section 44: Landscape Restoration.

44.1 All trees, landscaping and grounds removed, damaged or disturbed as a result of the construction, installation, maintenance, repair or replacement of telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of the work.

44.2 All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the Director of Public Works, or his designee, and shall comply with sections 45-10 through 45-31 of the Code of the City of Norfolk, 1979.

Section 45: Responsibility of Owner. The owner of the facilities to be constructed and, if different, the Grantee is responsible for performance of and compliance with all provisions of this Agreement.

Section 46: Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and any applicable federal laws.

Section 47: Captions. The paragraph Captions and Headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 48: Nondiscrimination. Grantee shall not discriminate on the basis of race, religion, color sex or national origin in its employment practices, contracting or provision of services.

Section 49: Commencement of Work. Grantee will not commence work within City until detailed plans have been provided to and approved by the Director of Public Works.

Section 50: Forum Selection. By virtue of entering into this Agreement, Grantee agrees and submits itself to a court of competent jurisdiction in the City of Norfolk, Virginia, or in the United States District Court for the Eastern District of Virginia, Norfolk Division, and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of the Commonwealth of Virginia or any applicable federal laws or by any regulatory body with jurisdiction including the Federal Communications Commission.

Section 51: Effective Date. This Agreement shall be in full force and effect as of the Effective Date when fully executed by an authorized officer of Grantee and the authorized officials of the City.

Section 52: Removal of Grantee's Facilities. Subject to applicable law, if Grantee is not awarded a franchise or otherwise granted rights by any future ordinance or agreement adopted by the City, or if the term of this Agreement expires or the rights granted to Grantee by this Agreement are revoked by the City, Grantee shall immediately cease operations within the City and shall not be permitted to operate, maintain or repair its existing encroachments or facilities and shall promptly remove any and all Grantee's facilities and equipment within the City, all at the sole cost of Grantee.

Section 53: Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows or if sent by facsimile to the facsimile number set forth below, with a hard copy contemporaneously mailed as previously specified:

If to Grantor to:

City Manager
1101 City Hall Building
Norfolk, Virginia 23510
Fax No. (757) 664-4239

With copies to:

City Attorney
908 City Hall Building
Norfolk, Virginia 23510

Director of Public Works
700 City Hall Building
Norfolk, Virginia 23510

Fax No. (757) 664-4201 Fax No. (757) 664-4603

If to Grantee to:

Mobilitie, LLC
2220 University Drive
Newport Beach, CA 92660
ATTN: James Grass, Vice President, Corporate Counsel
Fax No. (949) 548-4667

With a copy to:

Grantor or Grantee may from time to time designate any other address for this purpose by written notice to the other party.

Section 54. Compliance with Federal Immigration Law. At all times during which any term of this Franchise is in effect, Grantee shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

Section 55. Compliance with State Law – Authorization to Conduct Business in the Commonwealth: Grantee hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

(SIGNATURE PAGE TO FOLLOW)

Mobilitie, LLC, by the undersigned authorized agent, does hereby agree to abide by the terms, conditions, and obligations of the Agreement.

WITNESS the following duly authorized signatures:

CITY OF NORFOLK
NORFOLK, VIRGINIA

By: _____
City Manager

_____
Date

ATTEST:

_____
City Clerk

_____
Date

Mobilitie, LLC

By:_____

Title:_____

_____
Date

ATTEST:

_____
Secretary

_____
Date

Approved as to Content:

_____
Director of Public Works

Approved as to Form and Correctness:

_____
Deputy City Attorney

C: Director, Norfolk Public Library

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: Sonal Rastogi, Director
Norfolk Public Library

Subject: Donation from Hampton Roads Community Foundation for $5,710

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-24**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept a donation and appropriate the sum of $5,710 from the William B. Purdy Fund of the Hampton Roads Community Foundation (the "Foundation") to benefit Norfolk Public Library ("NPL").

IV. **Analysis**
The Foundation's mission is to make grants and donations that transform the quality of life and inspire philanthropy in Southeastern Virginia. The Foundation wishes to donate funds to the City of Norfolk (the "city") to be used to support library services and programs.

V. **Financial Impact**
This donation is for $5,710 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 Norfolk Public Library, City Attorney's Office and Department of Finance.

Supporting Material from Norfolk Public Library:

- Ordinance

4/20/16 - bjt

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Norfolk Public Library

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.

bo

$ 5,710.00 2275-13-9155-9155
Account

_____ 5/4/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING WITH APPRECIATION THE DONATION OF $5,710 TO THE CITY FROM THE HAMPTON ROADS COMMUNITY FOUNDATION AND APPROPRIATING AND AUTHORIZING THE USE OF THE FUNDS TO SUPPORT LIBRARY SERVICES AND PROGRAMS.

- - -

WHEREAS, the Hampton Roads Community Foundation wishes to donate funds to the City to be used to support library services and programs; and

WHEREAS, the City accepts the donation from the Hampton Roads Community Foundation with appreciation now, therefore,

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

Section 1:- That a donation of $5,710 to the City from the Hampton Roads Community Foundation to be expended to support library services and programs is hereby accepted.

Section 2:- That $5,710 in donated funds are hereby appropriated and authorized to be expended to support library services and programs.

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

C: Dir., Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: David L. Ricks, Director of Public Works

Subject: Encroach into the right-of-way of Northampton Boulevard and Miller Store Road with a sign

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

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-25**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Norfolk Outlets, LLC
6288 Northampton Boulevard
Norfolk, Virginia 23502

III. **Description:**
This agenda item is an ordinance permitting Norfolk Outlets, LLC to encroach into the right-of- way of Northampton Boulevard and Miller Store Road with a sign.

IV. **Analysis**
An encroachment is an object or structure that infringes into the City of Norfolk's (the "City's") rights-of-way or property. *Norfolk City Code*, § 42-10, requires all encroachments onto City rights-of-way or property to be approved by City Council. This encroachment in this location will allow Norfolk Outlets, LLC to erect signage to identify their business location.

V. **Financial Impact**
Liability insurance has been provided naming the City as additional insured in the amount of $1,000,000; therefore, there should be no financial risk to the City. The City did not charge a fee for this encroachment.

VI. **Environmental**
N/A

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 and the City Attorney's Office have reviewed this request for encroachment and offer no objections. Review and approval by the Norfolk Design Review Committee and the City Planning Commission is not required.

IX. Coordination/Outreach

This letter has been coordinated with Department of Public Works, the Department of Planning and Community Development, and the City Attorney's Office.

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A (8 sheets)

5/17/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE PERMITTING NORFOLK OUTLETS, LLC TO ENCROACH INTO THE RIGHT-OF-WAY OF NORTHAMPTON BOULEVARD AND MILLER STORE ROAD WITH SIGNAGE.

- - -

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

Section 1:- That permission is hereby granted to Norfolk Outlets, LLC ("Outlets") to encroach into the right-of-way of Northampton Boulevard with a sign, and into the right-of-way of Miller Store Road with a sign, the location being described on Exhibit A and shown on Exhibit B 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, Outlets, or its 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 Outlets, or its successors and assigns, at its 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 Outlets, and its 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 of Northampton Boulevard and Miller Store Road, the location being described on Exhibit A.

Section 2:- That the failure of Outlets, or its 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 Outlets, 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

DESCRIPTION OF ENCROACHMENT

Proposed Sign Encroachment #1: Near the intersection of Northampton Boulevard and future Premium Outlets Boulevard

Approximate address: 6000 Northampton Boulevard, Norfolk, VA 23502

This proposed signage encroachment request is for the placement of an approximately 25' long by 22' tall by 5' wide monument sign for the proposed Norfolk Premium Outlets to be located within the old Lake Wright golf course property. The sign is proposed to be located within a landscape strip in the City of Norfolk between proposed Premium Outlets Boulevard (a proposed public right-of-way) and existing Wesleyan Drive. It will be approximately 97' back from the nose of the median at Northampton Boulevard and approximately 5' off of the back of curb of proposed Premium Outlets Boulevard. This location was selected due to presenting no adverse impact to traffic sight lines and the minimal danger posed to the traveling public. Due to the configuration of the parcel on which the proposed outlet mall is to be located, there is no opportunity for signage on the site which would allow for a view from a major existing public street such as Northampton Boulevard.

The proposed encroachment will be reviewed by the Norfolk Architectural Review Board through a separate process and submittal. It has been included in the civil design documents for proposed Premium Outlets Boulevard and has been extensively coordinated with City staff from the departments of Planning, Public Works Traffic Engineering and the City Attorney's office to ensure that any adverse impacts could be properly mitigated as a part of the plan review. To date, no objections to the sign placement have been received.

Proposed Sign Encroachment #2: At the intersection of Miller Store Road and Pritchard Street

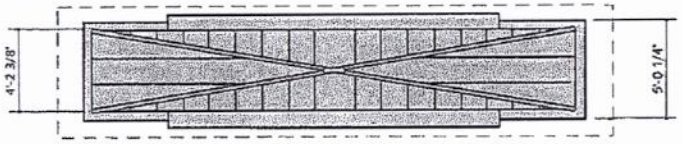
Approximate address: 6137 Miller Store Road, Norfolk, VA 23502

This proposed signage encroachment request is for the placement of an approximately 6.25' long by 12' tall by 1' wide monument sign for the proposed Norfolk Premium Outlets. The sign is proposed to be located within public right-of-way in a grassy area at the southeast corner of the intersection of Miller Store Road and Pritchard Street in the City of Norfolk, approximately 5' away from the edge of existing roadway. This location was selected such that the sign could be constructed without impacting other existing infrastructure in the area. In order to minimize impact to traffic sight lines, the sign base was designed with a height of 24". Additionally, the support for the sign above the 24" brick base is open from the top of the brick to a height of 7' above finished grade with the only obstructions being the 8" wide columns supporting the sign. This configuration allows for adequate visibility through the sign since it is located within the sight distance triangle. Other locations at or near the intersection were considered for the sign but were not found to be viable due to either space limitations or the presence of existing utilities.

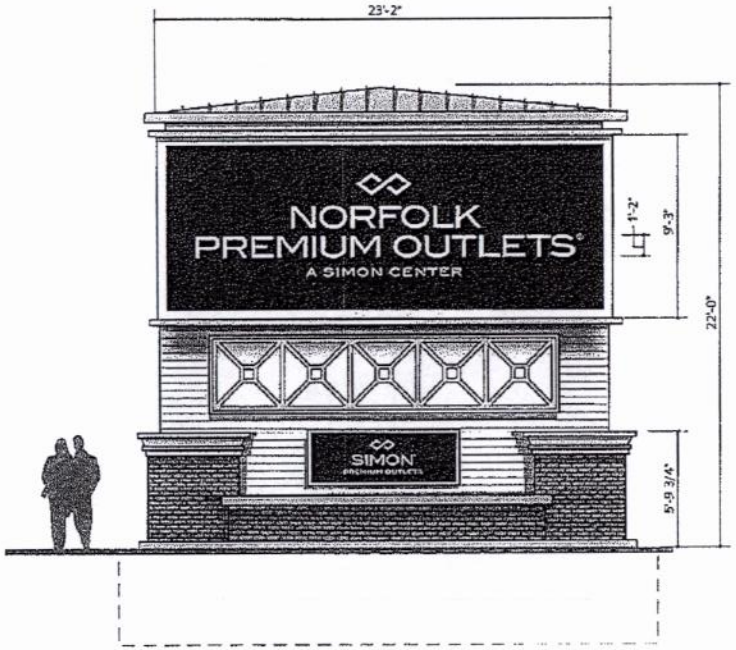
It is anticipated that Pritchard Street will serve as a secondary entrance to the property with a significantly smaller proportion of the traveling public utilizing it. For this reason, a smaller sign than used at Northampton Boulevard is being proposed to serve primarily as a directional feature. Due to the configuration of the parcel on which the proposed outlet mall is to be located, there is no opportunity for signage within the site which would allow for a view from Miller Store Road. This proposed encroachment has been included in the most recent site plan resubmittal for staff review. Additionally, we have coordinated with Norfolk Traffic Engineering regarding the proposed location and dimensional characteristics of the sign as described above to staff's satisfaction. Further, the proposed encroachment will be reviewed by the Norfolk Architectural Review Board through a separate process and submittal.

EXHIBIT B TO ORDINANCE

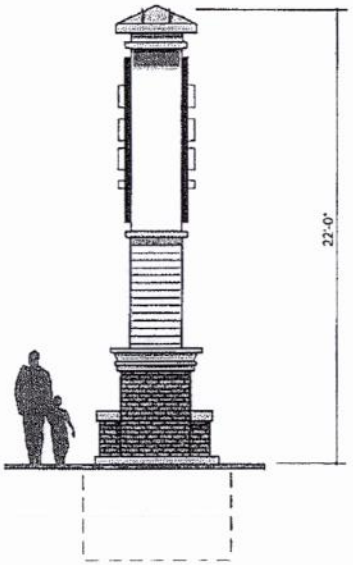
The designs represented here are for schematic representation only, and are subject to change as project development evolves.



Site Identity Monument Sign - Plan View (B1)



Site Identity Monument Sign - Front Elevation (B1)



Site Identity Monument Sign - Side Elevation (B1)

3D STUDIO
graphic design services

Project Name:
NORFOLK PREMIUM OUTLETS

Project Owner:
SIMON PREMIUM OUTLETS

Project Architect:

No.	Description	Date
01	[illegible]	[illegible]
02	[illegible]	[illegible]

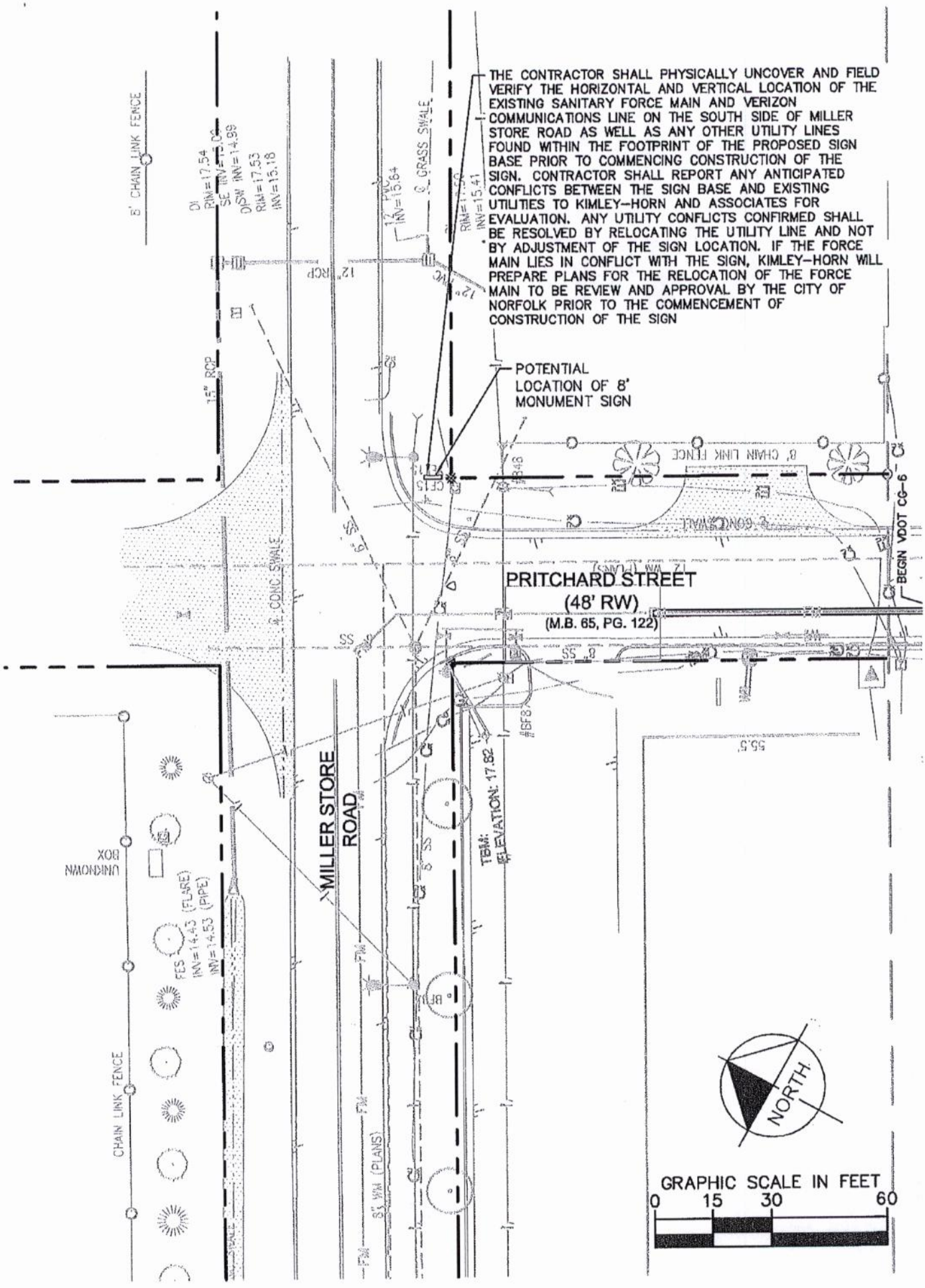
Site Identity Monument Sign

Sign Type:
B1

Study Elevations

Project:	[illegible]
Date:	[illegible]
Scale:	None
Drawn By:	[illegible]
Checked By:	[illegible]

B1.01

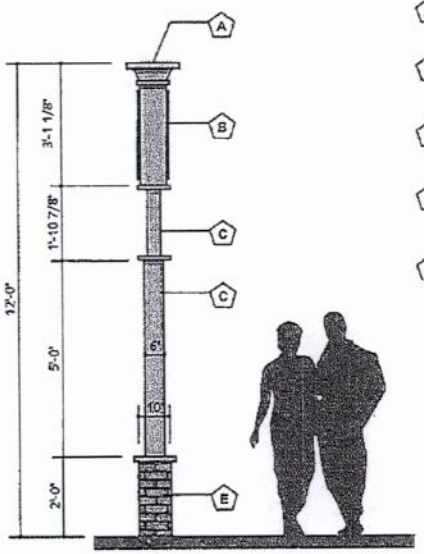

THE CONTRACTOR SHALL PHYSICALLY UNCOVER AND FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF THE EXISTING SANITARY FORCE MAIN AND VERIZON COMMUNICATIONS LINE ON THE SOUTH SIDE OF MILLER STORE ROAD AS WELL AS ANY OTHER UTILITY LINES FOUND WITHIN THE FOOTPRINT OF THE PROPOSED SIGN BASE PRIOR TO COMMENCING CONSTRUCTION OF THE SIGN. CONTRACTOR SHALL REPORT ANY ANTICIPATED CONFLICTS BETWEEN THE SIGN BASE AND EXISTING UTILITIES TO KIMLEY-HORN AND ASSOCIATES FOR EVALUATION. ANY UTILITY CONFLICTS CONFIRMED SHALL BE RESOLVED BY RELOCATING THE UTILITY LINE AND NOT BY ADJUSTMENT OF THE SIGN LOCATION. IF THE FORCE MAIN LIES IN CONFLICT WITH THE SIGN, KIMLEY-HORN WILL PREPARE PLANS FOR THE RELOCATION OF THE FORCE MAIN TO BE REVIEW AND APPROVAL BY THE CITY OF NORFOLK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF THE SIGN
POTENTIAL LOCATION OF 8' MONUMENT SIGN
PRITCHARD STREET
(48' RW)
(M.B. 65, PG. 122)
MILLER STORE ROAD
BEGIN VDOT CG-6
8' CHAIN LINK FENCE
6' CONC SWALE
GRASS SWALE
15" RCP
12" RCP
12" PVC
UNKNOWN BOX
FES (FLARE)
INV=14.43
INV=14.53 (PIPE)
CHAIN LINK FENCE
TBM: ELEVATION: 17.82
NORTH
GRAPHIC SCALE IN FEET
0 15 30 60

General Design Note:

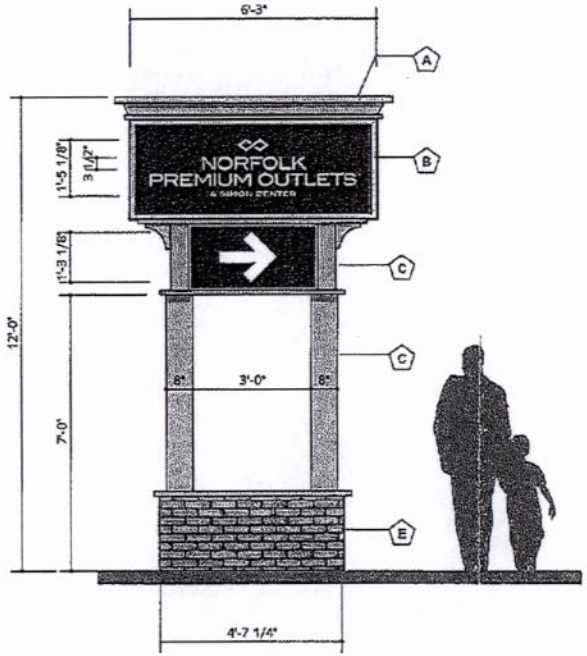
Sign design shown are illustrated for conceptual review only. Final design, dimensions and area may vary from concept illustration shown, but max. allowable sign area and sign structure area will not be exceeded.

General Material Notes:

- (A) Fabricated aluminum crown cap
- (B) Fabricated aluminum cabinet w/ routed and back lit letters
- (C) Painted aluminum tube
- (D) Fabricated aluminum cabinet w/ routed and back lit letters
- (E) Brick veneer over tube column



Site Directional Monument Sign - Side Elevation (B2)
Scale: 3/8"=1'-0"



Site Directional Monument Sign - Front Elevation (B2)
Scale: 3/8"=1'-0"

3D STUDIO
graphic design services

Project Name:
NORFOLK PREMIUM OUTLETS

Project Owner:
SIMON PREMIUM OUTLETS

Project Architect:

No.	Description	Date
01	SPO Review	03/25/16
02	SPO Review	03/29/16
03	SPO Review	04/12/16
04	SPO Review	04/18/16
05	SPO Review	05/12/16

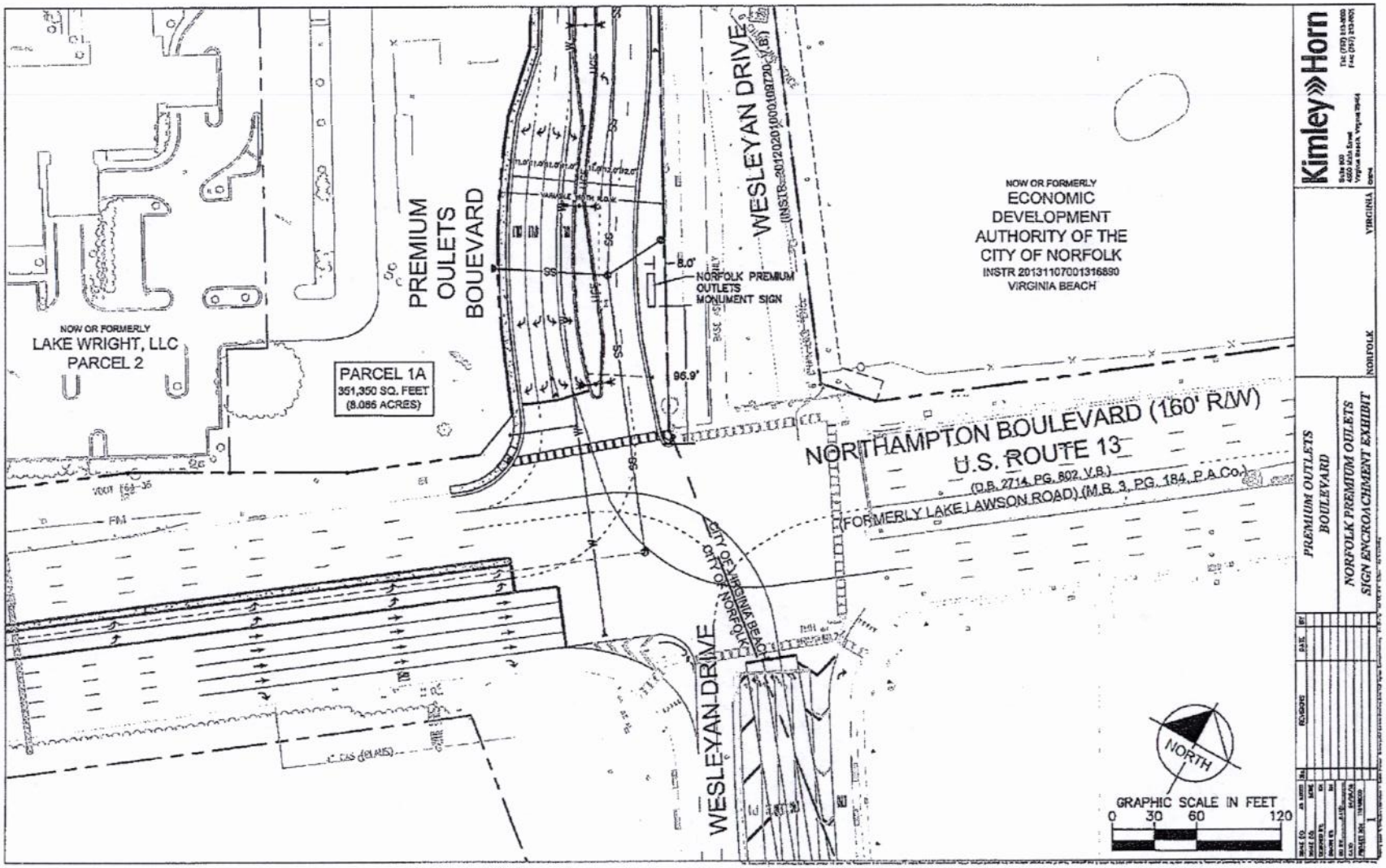
Site Directional Monument Sign

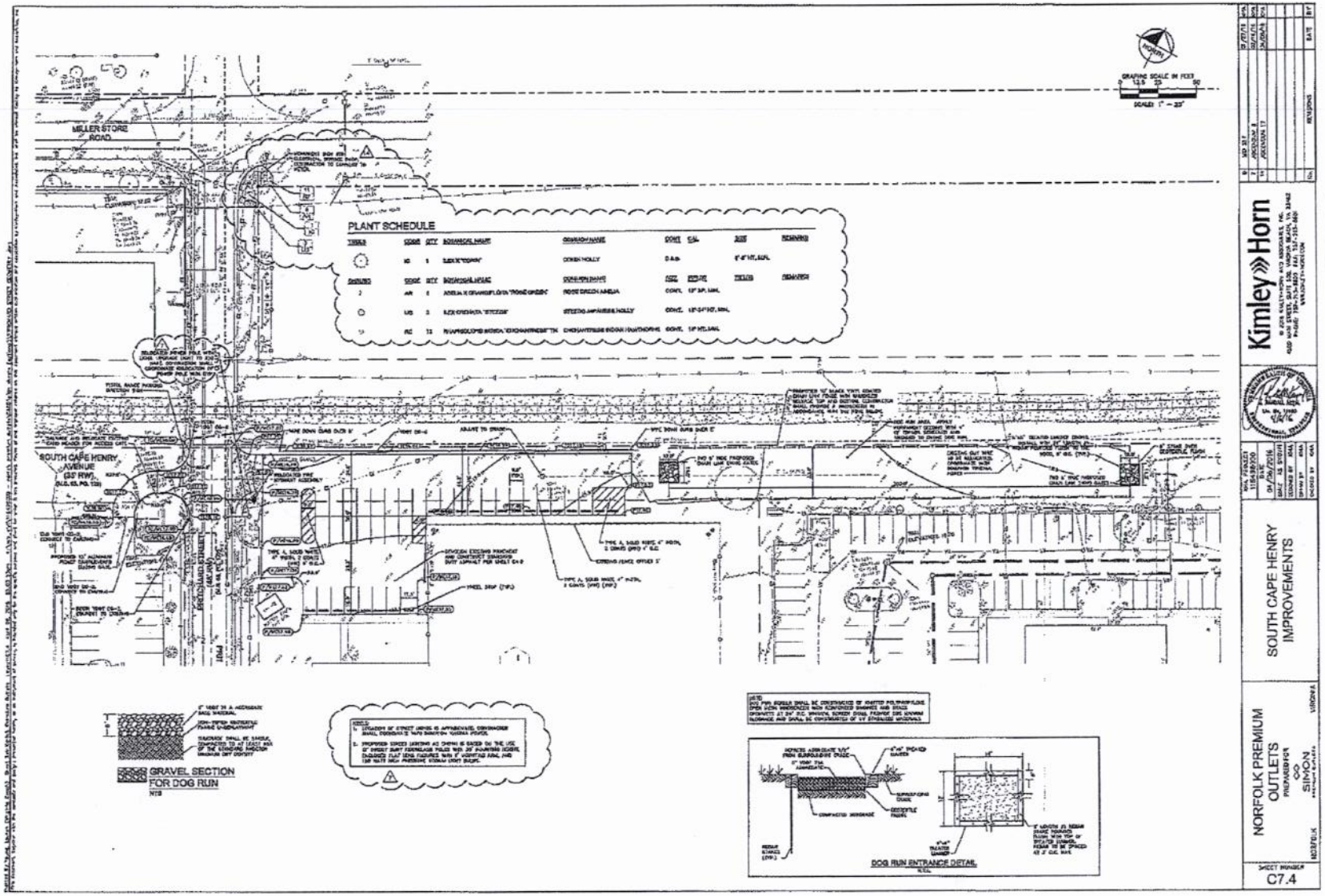
Sign Type:
B2

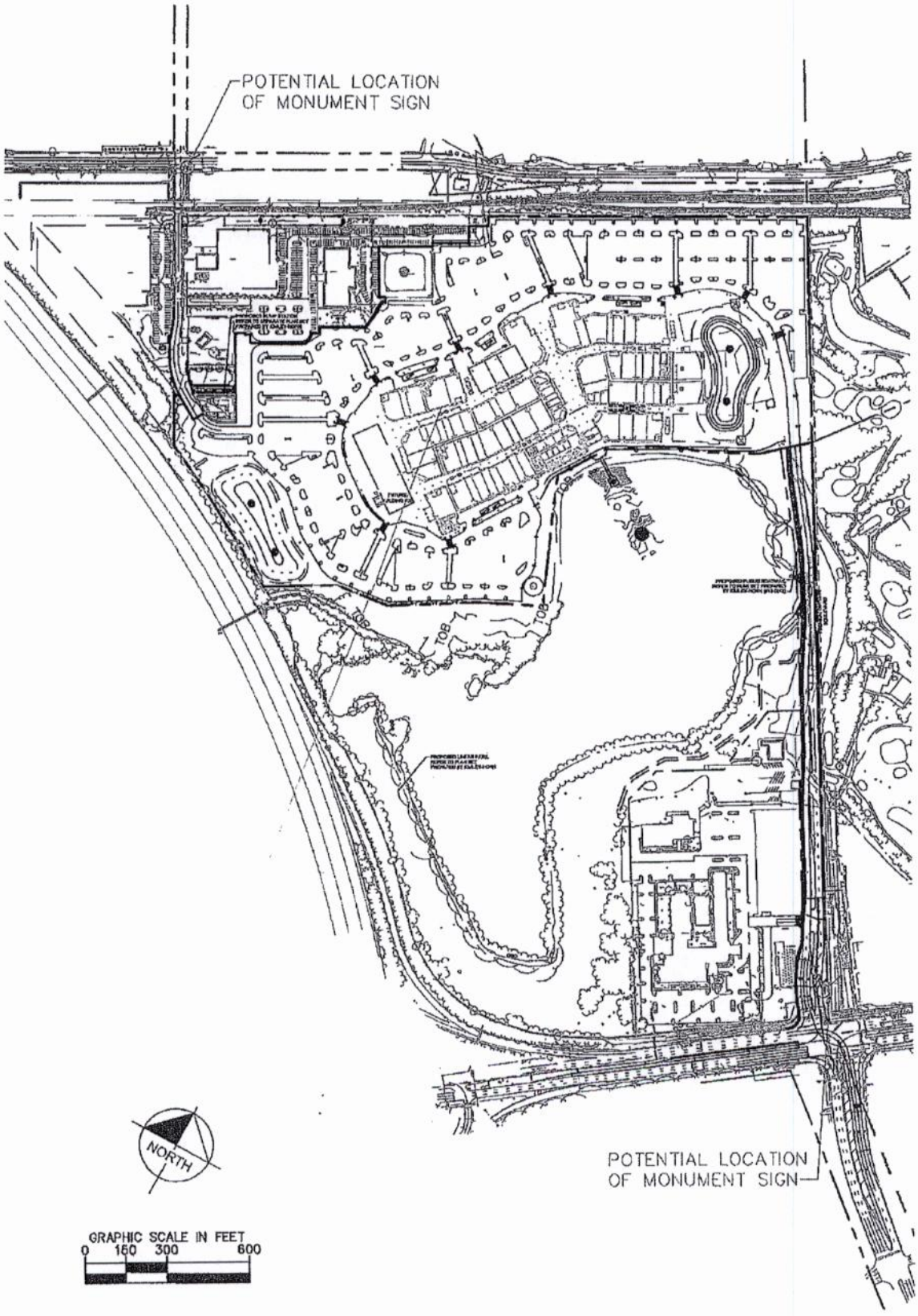
Study Elevations

Project:	131204
Date:	03/04/16
Scale:	Noted
Drawn By:	ML
Checked By:	DG

B2.02


PREMIUM OULETS BOUEVARD
WESLEYAN DRIVE
NOW OR FORMERLY
ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK
INSTR 20131107001316890
VIRGINIA BEACH
NOW OR FORMERLY
LAKE WRIGHT, LLC
PARCEL 2
PARCEL 1A
351,350 SQ. FEET
(8.056 ACRES)
8.0'
NORFOLK PREMIUM OUTLETS MONUMENT SIGN
96.9'
NORTHAMPTON BOULEVARD (160' R/W)
U.S. ROUTE 13
(D.B. 2714, PG. 802, V.B.)
(FORMERLY LAKE LAWSON ROAD) (M.B. 3, PG. 184, P.A.Co.)
CITY OF VIRGINIA BEACH
CITY OF NORFOLK
WESLEYAN DRIVE
NORTH
GRAPHIC SCALE IN FEET
0 30 60 120
Kimley»Horn
PREMIUM OUTLETS BOULEVARD
NORFOLK PREMIUM OUTLETS
SIGN ENCROACHMENT EXHIBIT
NORFOLK
VIRGINIA


MILLER STORE ROAD
SOUTH CAPE HENRY AVENUE (33' R/W)
PLANT SCHEDULE
GRAPHIC SCALE IN FEET
SCALE: 1" = 20'
GRAVEL SECTION FOR DOG RUN
DOG RUN ENTRANCE DETAIL
Kimley»Horn
NORFOLK PREMIUM OUTLETS
SOUTH CAPE HENRY IMPROVEMENTS
SHEET NUMBER
C7.4


POTENTIAL LOCATION
OF MONUMENT SIGN
POTENTIAL LOCATION
OF MONUMENT SIGN
NORTH
GRAPHIC SCALE IN FEET
0 150 300 600

C: Director, Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: David L. Ricks, Director of Public Works

Subject: Encroach into the right-of-way at 117 W. 21st Street with signage and an awning

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-26**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Jack Mavromatis, Jr.
477 Viking Drive
Virginia Beach, Virginia 23452.

III. **Description:**
This agenda item is an ordinance permitting Jack Mavromatis, Jr., Louis Mavromatis and Helen Christie to encroach into the right-of-way at 117 W. 21st Street with an existing awning and signage.

IV. **Analysis**
An encroachment is an object or structure that infringes into the City of Norfolk's (the "City's") rights-of-way or property. *Norfolk City Code*, § 42-10, requires all encroachments onto City rights-of-way or property to be approved by City Council. This encroachment in this location will keep an existing awning and allow signage for business identification at 117 W. 21st Street.

V. **Financial Impact**
Liability insurance has been provided naming the City as additional insured in the amount of $1,000,000; therefore, there should be no financial risk to the City. The City did not charge a fee for this encroachment.

VI. **Environmental**
N/A

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 and the City Attorney's Office have reviewed this request for encroachment and offer no objections. The encroachment was reviewed and recommended by the Architectural Review Board and the City Planning Commission.

IX. Coordination/Outreach

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

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A (4 sheets)

5/11/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE PERMITTING JACK MAVROMATIS, JR., LOUIS MAVROMATIS, AND HELEN CHRISTIE TO ENCROACH INTO THE RIGHT-OF-WAY AT 117 W. 21ST STREET WITH SIGNAGE AND AN AWNING.

- - -

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

Section 1:- That permission is hereby granted to Jack Mavromatis, Jr., Louis Mavromatis and Helen Christie ("Mavromatis") to encroach into the right-of-way at 117 W. 21st Street with a sign and an existing awning 114' by 4' by 12'' thick, as shown on Exhibit A attached hereto, such permission being further subject to the following conditions:

(A) That this permission is expressly subject to the right of revocation by the Council and that in the event of such revocation, Mavromatis, or their successors and assigns, shall immediately remove the encroaching structures.

(B) That upon the removal of the encroaching structures or any part thereof, the authority hereby granted shall cease and terminate.

(C) That Mavromatis, 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 this encroachment commercial general liability insurance with a company authorized to do business in the Commonwealth of Virginia. The amount of insurance shall be 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 of Norfolk ("City") and/or Mavromatis, 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. City shall be named as additional insured under such insurance, and a copy of the insurance policy, or a certificate of insurance, evidencing the insurance coverage, including any renewals or significant changes in coverage, shall be provided to the City Law Department.

(D) That 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 at 117 W. 21st Street.

Section 2:- That the failure of Mavromatis, 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.

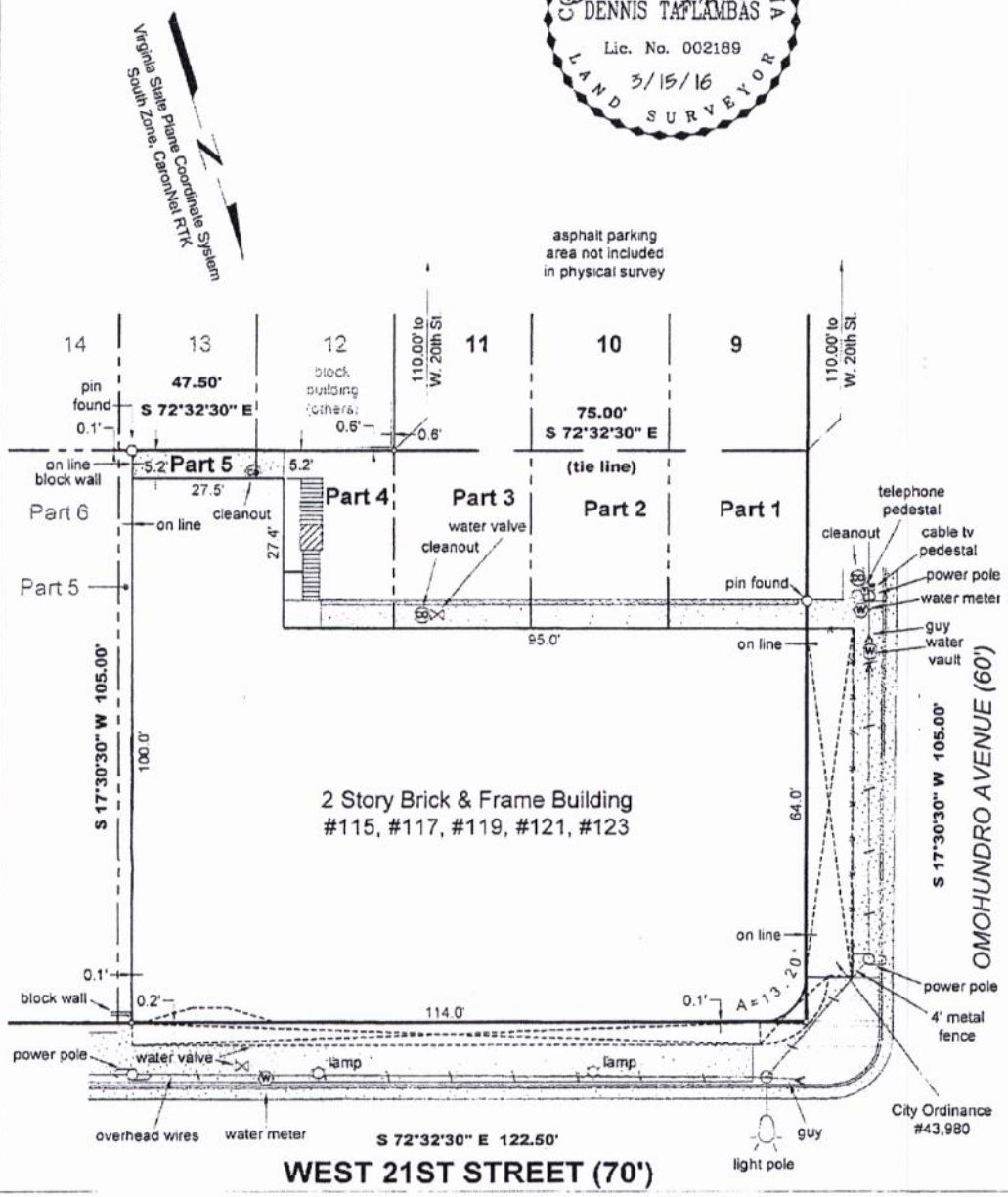
Section 3:- That the use of the said encroaching structures shall be deemed an acceptance by Mavromatis, and their successors and assigns, of all conditions to which the permissions herein are granted.

Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

1. The land boundary survey shown hereon is based on a current field survey performed on **March 15, 2016** and in combination with the plat(s) and/or deed(s) referenced herein. This survey was performed without the benefit of a current title report. The easements appearing on this survey, if any, were depicted and/or noted in the referenced plat(s) and/or deed(s) unless otherwise noted.
2. This property appears to fall in flood zone(s) **X** as shown on the NFIP map for the city of Norfolk, map/panel **510104 0130 G**, effective **12-16-2014**. Base Flood Elevation = **N/A** Finished Floor Elevation = **N/A**

COMMONWEALTH OF VIRGINIA
DENNIS TAFLAMBAS
Lic. No. 002189
3/15/16
LAND SURVEYOR



DKT Associates
LAND SURVEYORS
1100 Granby Street #100
Norfolk, Virginia 23510
DKTAssociates.com
(757) 588-5888 fax: 588-5880

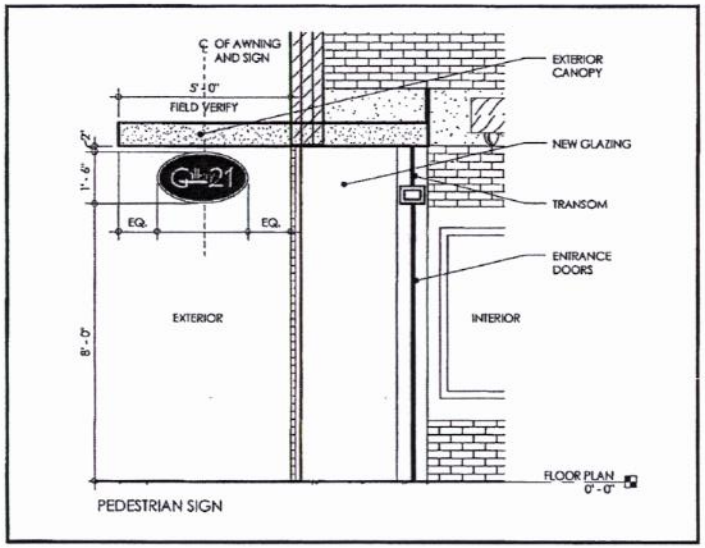
Physical Survey

Part of Lots 1, 2, 3, 4, 5, Block 29
WILLIAMSTON

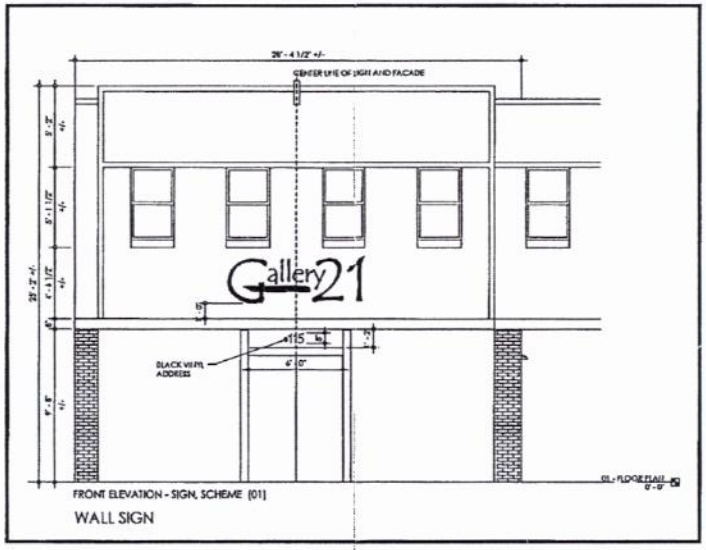
Norfolk, Virginia M.B.1 P.40A & 45

For: A & J Company

Job Number:	11737	Scale:	1" = 25'
Field Book:	168/21	Date:	3-15-16
Drawn By:	MTW	Revised:	n/a
Checked By	DT	Sheet:	1 of 1



PEDESTRIAN SIGN



WALL SIGN

SKETCHES PROVIDED BY EQUAL SPACES AND MODIFIED (SIGN DIMENSIONS ONLY) BY ADVANCED DESIGN

Specifications

Non-Illuminated Exterior Signs

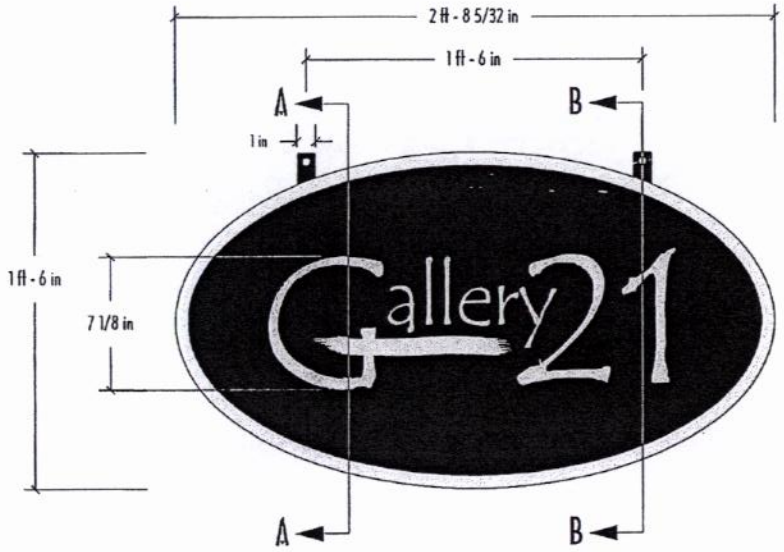
Remarks:
See Sheets 3 & 4 for Sign Details.

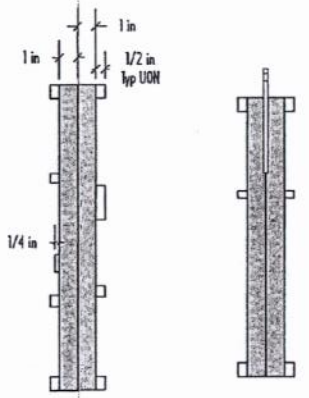
ADVANCED DESIGN
1220-B Fleetway Drive, Chesapeake, Virginia 23323
Phone: 757-487-9779 Fax: 757-487-8737

THIS DRAWING MUST NOT BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION

Gallery 21
Norfolk, Virginia
Exterior Signs
Date: 02/12/16

SCALE: NONE	REV. "A"	SHEET 3 of 4





Section A-A

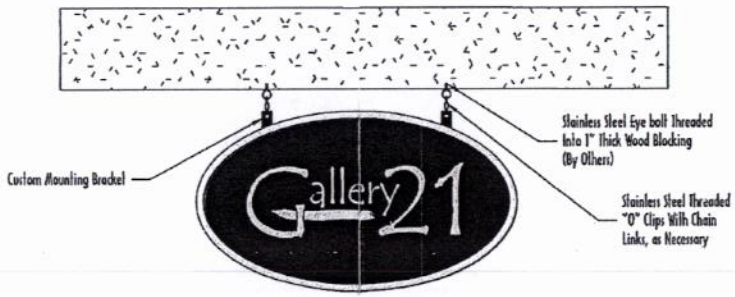
Section B-B

Sign Allotment: 1 : 1 @ 28 Foot Frontage = 28 Square Feet Total For All Signs
Encroachment Agreement(s) and Design Review Required

Wall Sign Size: 25 Square Feet
Maximum Sign Projection: 1-1/2 Inches

Pedestrian Sign Size: 3 Square Feet
Maximum Sign Projection: N/A

Total Sign Square Footage: 28 Square Feet



Mounting Detail

Specifications

Pedestrian Sign Details

Material:
Sign Body - 2" Thick Painted High Density Urethane (HDU) Foam.
Letters - 1/2" Thick Painted High Density Urethane (HDU) Foam
Brush Stroke - 1/4" Thick Painted High Density Urethane (HDU) Foam

Font:
Tempus Sans ITC Bold, as Shown, Unless Otherwise Directed.

Colors:
Red & Metallic Silver Black, As Shown, Specific Color Number(s) to be Specified by the Architect.

Installation Details:
See Mounting Detail

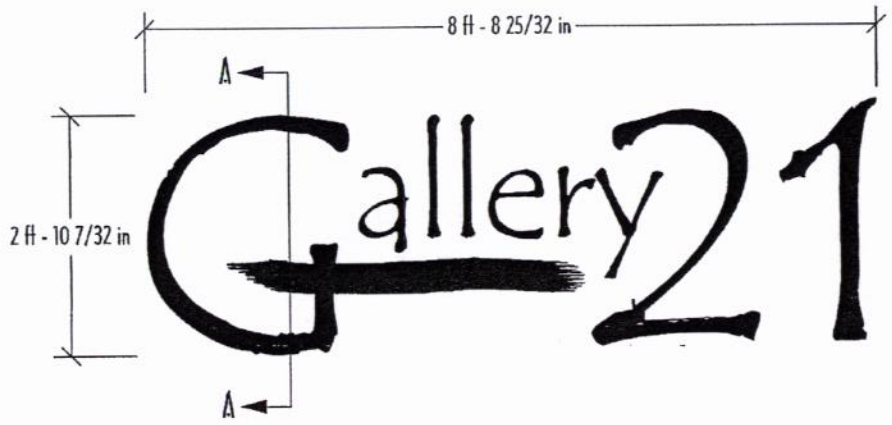
Remarks:
None.

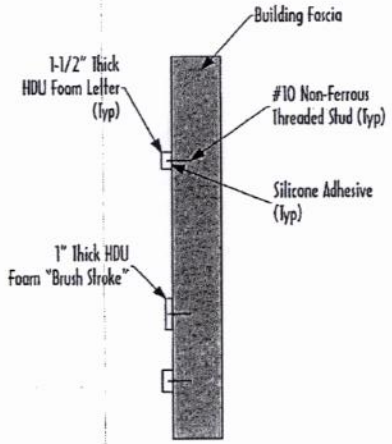
ADVANCED DESIGN
1220-B Fleetway Drive, Chesapeake, Virginia 23323
Phone: 757-487-9779 Fax: 757-487-8737

THIS DRAWING MUST NOT BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION

Gallery 21
Norfolk, Virginia
Exterior Signs
Date: 02/12/16

SCALE: NONE | REV. "A" | SHEET 3 of 4





Sign Allotment: 1 : 1 @ 28 Foot Frontage = 28 Square Feet Total For All Signs
Encroachment Agreement(s) and Design Review Required

Wall Sign Size: 25 Square Feet
Maximum Sign Projection: 1-1/2 Inches

Pedestrian Sign Size: 3 Square Feet
Maximum Sign Projection: N/A

Total Sign Square Footage: 28 Square Feet

Specifications

Wall Sign Details

Material:
Black Letters - 1-1/2" Thick Painted High Density Urethane (HDU) Foam.
Red Brush Stroke - 1" Thick Painted High Density Urethane (HDU) Foam.

Font:
Tempus Sans ITC Bold, as Shown, Unless Otherwise Directed.

Colors:
Red & Black, As Shown, Specific Color Number(s) to be Specified by the Architect.

Installation Details:
Letters Shall be Installed Using No. 10 Non-Ferrous Threaded Studs and Silicone Adhesive.

Remarks:
None.

ADVANCED DESIGN
1220-B Fleetway Drive, Chesapeake, Virginia 23323
Phone: 757-487-9779 Fax: 757-487-8737

THIS DRAWING MUST NOT BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION

Gallery 21
Norfolk, Virginia
Exterior Signs
Date: 02/12/16

SCALE: NONE	REV. "A"	SHEET 3 of 4

C: Dir. Finance

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: Christine Garczynski, Director of Finance

Subject: Dissolution of the Municipal Bond Commission

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: Citywide

Approved: Marcus D. Jones, City Manager

Item Number: **R-27**

I. **Recommendation:** Adopt Ordinance.

II. **Applicant:** City of Norfolk

III. **Description**

This agenda item is an ordinance to repeal Sections 16-177 to 16-184 of the Norfolk City Code to dissolve the Norfolk Municipal Bond Commission (the "Bond Commission"). The Bond Commission was established in 1958 by the City of Norfolk (the "city") and consists of six members appointed by City Council and three ex-officio members (Mayor, City Treasurer, City Manager, and Director of Finance). It was largely established for the purpose of providing guidance on bond financing decisions.

IV. **Analysis**

Bond Commissions, at one time, served as the bond related advisory board to a city, county or state. Overtime, governing bodies have migrated to the use of an independent contractual financial advisor and outside legal bond counsel for the necessary guidance on an array of financial issues which are not necessarily limited to bonds issuance.

The City of Norfolk is no different. The city holds a contract with Public Finance Management, Inc. (PFM) for independent financial advice and McGuireWoods, LLP for legal counsel. The composition of the city's debt profile, along with the complexity of the municipal market has undergone significant changes since 1958. Today's financings are more sophisticated and complex. This is especially true for the City of Norfolk, which employs unique and innovative bond financing techniques throughout its debt portfolio totaling over $1.2 billion.

The city's independent financial advisor and outside bond counsel provide guidance, legal opinions, document preparation, and the analysis necessary to make sound financial decisions. They also provide industry related updates and assistance in implementing the

latest techniques to minimize costs and legal exposure. In addition, PFM and McGurieWoods have a fiduciary or legal responsibility to act in the sole interest of the city and to provide the best guidance.

Finally, no other city in Hampton Roads utilizes a Bond Commission. All other cities use the services of professional staff and have financial advisors under contract for financial advice and to managing the bond programs.

V. **Financial Impact**
N/A

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 has been coordinated with the Department of Finance and the City Attorney's Office.

Supporting Documentation from the Department of Finance:

- Ordinance

05/23/16 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Finance

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REPEAL SECTIONS 16-177 TO 16-184 OF THE NORFOLK CITY CODE, 1979, SO AS TO DISSOLVE THE NORFOLK MUNICIPAL BOND COMMISSION.

- - -

BE IT ORDAINED by the Council of the City of Norfolk

Section 1:- That sections 16-177 to 16-184 of the Norfolk City Code, 1979, are hereby repealed.

Section 2:- 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

June 14, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Zahn Court Reporting, Limited

R-28

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Zahn Court Reporting, Limited in the amount of $2,547.25 based upon the overpayment of its 2016 Business License Tax, resulting in a refund due of $2,547.25, 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

5/23/2016mr
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.

$ 2547.25 1000 109 010
Account 4101

by for Christine Garczynski 5/27/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO ZAHN COURT REPORTING, LIMITED 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 Zahn Court Reporting, Limited 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 $2,547.25, plus interest; now, therefore

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

Section 1:- That $2,547.25, plus interest at the rate established by applicable law, is hereby appropriated for a refund to Zahn Court Reporting, Limited for the year 2016.

Section 2:- That the Treasurer of the City of

Norfolk is hereby directed to issue a refund to Zahn Court Reporting, Limited 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:

Zahn Court Reporting, Limited
Account Number
134832/009527

May 23, 2016

Overview: Zahn Court Reporting, Limited overpaid its 2016 BPOL tax. The business operates on a fiscal year. Business licenses are based on a calendar year's gross receipts. Taxpayer reported their fiscal year gross receipts instead of their calendar year gross receipts. Zahn overpaid their BPOL tax in the amount of $2,547.25. See the attached spreadsheet.

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 $2,547.25 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 **$2,547.25**.

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 $2,547.25 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: 5/25/16

Bernard Pishko, City Attorney — Date: 5/26/16

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

June14, 2016

To the Honorable Council
City of Norfolk, Virginia

R-29

Re: Council Organizational Meeting

Dear Ladies and Gentlemen:

Attached is an ordinance scheduling the organization meeting for July 1, 2016 at 2:00 p.m.

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 and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO SCHEDULE THE STARTING TIME OF THE ORGANIZATIONAL CITY COUNCIL MEETING AT 2:00 P.M., FRIDAY, JULY 1, 2016 IN THE COUNCIL CHAMBER.

- - -

WHEREAS, Section 12 of the City Charter provides that the starting time of the organizational meeting of the Council of the City of Norfolk to be held on the first day of July next following the regular municipal election; and

WHEREAS, it is the desire of the Council of the City of Norfolk to set the starting time of the organizational meeting of the Council of the City of Norfolk as Friday, July, 1, 2016 at 2:00 p.m. in the Council Chamber in the City Hall Building in the City of Norfolk, Virginia; now, therefore,

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

Section 1:- That, in accordance with the provisions of Section 12 of the City Charter, the organizational meeting of the Council of the City of Norfolk is hereby scheduled for Friday, July 1, 2016 at 2:00 p.m. in the Council Chamber of the City Hall Building, in the City of Norfolk, Virginia.

Section 2:- That this ordinance shall be in effect from and after its adoption.

City of NORFOLK

C: Dir., Department of Development

To the Honorable Council
City of Norfolk, Virginia

June 14, 2016

From: Chuck Rigney, Director of Development

Subject: An ordinance authorizing the City of Norfolk to enter into a cooperation agreement with the EDA and SC Royster, LLC

Reviewed: _____
Peter Chapman, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-30**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Economic Development Authority

III. **Description:**
This agenda item is an ordinance to authorize the City of Norfolk (the "city") to enter into a cooperation agreement with the Economic Development Authority (the "EDA") of the City of Norfolk and SC Royster, LLC ("SC Royster"). The ordinance approves a revenue sharing performance agreement to facilitate the historic renovation of the Royster Building into a Glass Art Centric Boutique Hotel.

IV. **Analysis**
The city has a renewed focus on leisure and tourism to grow Norfolk's diverse economy. SC Royster is proposing to renovate the historic Royster Building into an approximate 120 room Autograph Collection Hotel by Marriott. The project will create a four or five star boutique luxury hotel and a glass art destination. The hotel will enhance the draw of Granby Street and the greater downtown area through vibrant public spaces that include a lobby restaurant, rooftop lounge, and permanent glass art gallery open to the public.

V. **Financial Impact**
SC Royster will provide a capital investment of approximately $27 million for the historic renovation and create 60 permanent jobs. The direct revenue from the project includes real estate taxes, lodging taxes, hotel business/professional/occupational licenses (BPOL), sales tax, restaurant BPOL, restaurant meal, and business personal property. These direct revenues are estimated at approximately $7.6 million during the first ten years and $20.4 million during the first twenty years. Based on the revenue sharing performance agreement, revenue

generated from this project will be shared at an estimated at $333,333 per year for a total of $5.0 million or 15 years (whichever comes first).

Additionally, $1.0 million from the Public Amenities Fund will be used to assist with operational costs incurred by the former tenant to effect the economic development of this strategically located downtown building.

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 Material from the City Attorney's Office:

- Ordinance
- Cooperation Agreement
- Grant Agreement - Revenue Sharing Performance Agreement

06/09/16mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
Deputy City Manager

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATION AGREEMENT WITH THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK.

– – –

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

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

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

WHEREAS, the Authority has entered into or will enter into a contract to purchase the property consisting of two

buildings known as the "Royster Building" located at 201 and 205 Granby Street in the City of Norfolk (the "Property") from the Norfolk Redevelopment and Housing Authority for the purchase price of Five Million and 00/100 Dollars ($5,000,000.00); and

WHEREAS, the Authority has entered into or will enter into a contract to sell the Property to SC Royster, LLC (the "SC Royster Contract"), which provides for the refurbishment, equipping, and operation of the Property as an approximately 120 room, four or five star, boutique hotel with the Marriott Autograph Collection franchise, including a lobby restaurant and bar, rooftop lounge and a permanent glass art gallery that is open to the public (the "Intended Use"); and

WHEREAS, pursuant to the SC Royster Contract, the Authority has agreed to sell the Property to SC Royster for Five Million and 00/100 Dollars ($5,000,000.00) and in exchange for SC Royster's agreement to refurbishment, equipping, and operation of the Property for the Intended Use (the "Project"); and

WHEREAS, as additional consideration to induce SC Royster to enter into the SC Royster Contract and to rehabilitate, equip and operate the Property for the Intended Use, the Authority has determined that it is advisable to enter into a Revenue Sharing Performance Agreement, in the form attached hereto as Exhibit A (the "Agreement"), wherein the Authority agrees to make certain payments to SC Royster up to the maximum grant amount of Five

Million and 00/100 Dollars ($5,000,000.00) upon the terms and conditions set forth in the Agreement; and

WHEREAS, the Authority has represented to the City that the rehabilitation, equipping, and continued operation of the Property for the Intended Use is expected to provide approximately 70 additional permanent full time jobs, ten of which are management; and

WHEREAS, Section 15.2-4905 (12) of the Code authorizes the Authority:

> to accept contributions, grants and other financial assistance from . . . the Commonwealth, or any political subdivision, agency, or public instrumentality of the Commonwealth, for or in aid of the construction, acquisition, ownership, maintenance or repair of the authority facilities, . . . or in order to make loans in furtherance of the purposes of this chapter of such money, contributions, grants, and other financial assistance, and to this end the authority shall have the power to comply with such conditions and to execute such agreements . . . as may be necessary, convenient or desirable and to agree to such terms and conditions as may be imposed;

WHEREAS, Section 15.2-4901 of the Code concludes with the statement that "This chapter shall be liberally construed in conformity with these intentions," evidencing the legislative intent that all aspects of Title 15.2, Chapter 49 be broadly interpreted in order to promote and facilitate economic development in the Commonwealth and its localities; now, therefore

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

Section 1:- That the City Manager is authorized to

enter into the Cooperation Agreement attached hereto.

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

Section 2:- That this ordinance shall be in effect from and after the date of its adoption.

COOPERATION AGREEMENT
(City of Norfolk - EDA)

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

RECITALS

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

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

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

WHEREAS, the Authority has entered into or will enter into a contract to purchase the property consisting of two buildings known as the "Royster Building" located at 201 and 205 Granby Street in the City of Norfolk (the "Property") from the Norfolk Redevelopment and Housing Authority for the purchase price of Five Million and 00/100 Dollars ($5,000,000.00);

WHEREAS, the Authority has entered into or will enter into a contract to sell the Property to SC Royster, LLC (the "SC Royster Contract"), which provides for the refurbishment, equipping, and operation of the Property as an approximately 120 room, four or five star, boutique hotel with the Marriott Autograph Collection franchise, including a lobby restaurant and bar, rooftop lounge and a permanent glass art gallery that is open to the public (the "Intended Use");

WHEREAS, pursuant to the SC Royster Contract, the Authority has agreed to sell the Property to SC Royster for Five Million and 00/100 Dollars ($5,000,000.00) and in exchange for SC Royster's agreement to refurbishment, equipping, and operation of the Property for the Intended Use (the "Project");

WHEREAS, as additional consideration to induce SC Royster to enter into the SC Royster Contract and to rehabilitate, equip and operate the Property for the Intended Use, the Authority has determined that it is advisable to enter into a revenue sharing performance agreement, in the form attached hereto as Exhibit A (the "Agreement"), wherein the Authority agrees to make certain payments to SC Royster up to the maximum grant amount of Five Million and 00/100 Dollars ($5,000,000.00) upon the terms and conditions set forth in the Agreement;

WHEREAS, the Authority has represented to the City that the rehabilitation, equipping, and continued operation of the Property for the Intended Use is expected to provide approximately 70 additional permanent full time jobs, ten of which are management;

WHEREAS, Section 15.2-4905 (12) of the Code authorizes the Authority:

> to accept contributions, grants and other financial assistance from . . . the Commonwealth, or any political subdivision, agency, or public instrumentality of the Commonwealth, for or in aid of the construction, acquisition, ownership, maintenance or repair of the authority facilities, . . . or in order to make loans in furtherance of the purposes of this chapter of such money, contributions, grants, and other financial assistance, and to this end the authority shall have the power to comply with such conditions and to execute such agreements . . . as may be necessary, convenient or desirable and to agree to such terms and conditions as may be imposed;

WHEREAS, Section 15.2-4901 of the Code concludes with the statement that "This chapter shall be liberally construed in conformity with these intentions," evidencing the legislative intent that all aspects of Title 15.2, Chapter 49 be broadly interpreted in order to promote and facilitate economic development in the Commonwealth and its localities;

WHEREAS, on June 14, 2016, the Council of the City adopted Ordinance No. ____, approving this Cooperation Agreement, authorizing the execution and delivery hereof on behalf of the City and the performance of all obligations undertaken by the City under this Cooperation Agreement;

WHEREAS, on _____, 2016, the Board of Directors of the Authority adopted a resolution approving the form and substance of the Agreement and this Cooperation Agreement, authorizing the execution and delivery thereof and hereof on behalf of the Authority, and authorizing the performance of, and agreeing to perform, all obligations undertaken by the Authority under the Agreement and this Cooperation Agreement; and

WHEREAS, the parties hereto desire to enter into this Cooperation Agreement for the purpose of setting forth their understandings and agreements in connection with the SC Royster Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the public benefits to accrue to the City, the Authority, South Hampton Roads and the Commonwealth, and the inhabitants thereof from the undertaking and carrying out of the Project by SC Royster and in consideration of the mutual covenants hereinafter set forth, the Authority and the City agree as follows:

1. Appropriation of Funds. The City agrees, subject to appropriation, to fund a revenue sharing performance based grant (the "Grant") in accordance with the terms of the Agreement attached hereto as Exhibit A. This Cooperation Agreement is subject to the appropriation of funds by the City Council of the City of Norfolk. No amounts have been appropriated, and, unless and until such appropriation(s) is made, the City is without funding obligation.

2. EDA Obligations. The EDA agrees that any funds appropriated by the City pursuant to this Agreement shall be used exclusively for the purposes of making the required payments to SC Royster under the Agreement.

3. Non-Discrimination. In carrying out this Cooperation Agreement, the Authority and the City agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin and agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age or national origin. Such action shall include, but not be limited to employment, promotion, demotion, termination, rates of pay, other compensation, and selection for training including apprenticeship.

4. Applicable Law. This Cooperation Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia. In the event of litigation hereunder, venue shall be in the Circuit Court of the City of Norfolk.

5. Notices. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service (including reputable overnight courier service such as UPS), or sent by registered or certified mail, return receipt requested, bearing adequate postage and properly addressed as provided below. Each notice given by registered or certified mail shall be deemed to be given by the sender when mailed; 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 third day after such notice is sent.

If to the Authority:

Economic Development Authority of the City of Norfolk
500 East Main Street, Suite 1500
Norfolk, VA 23510
Attention: Executive Director

With a copy to:

Kaufman & Canoles
150 W. Main Street Suite 2100
Norfolk, Virginia 23510
Attention: George Consolvo, Esq.

If to the City:

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

With a copy to:

City Attorney
City of Norfolk
810 Union Street, Suite 900
Norfolk, Virginia 23510

6. Binding on Successors in Interest. This Cooperation Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto; provided, however, that in no event may this Cooperation Agreement or any of the rights, benefits, duties or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give.

7. Entire Agreement. This Cooperation Agreement constitutes the final, complete and exclusive written expression of the intents of the parties with respect to the subject matter hereof which will supersede all previous communications, representations, agreements, promises or statements.

8. Severability. If any one or more of the provisions contained in this Cooperation Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Cooperation Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

9. Amendment, Modification, Alteration. No amendment, modification or alteration of the terms of this Cooperation Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.

10. Headings. The titles of articles and sections of this Cooperation Agreement are for reference purposes only and shall be of no binding effect.

11. Waiver. The waiver by either party of any default or breach by the other party of any of the provisions of this Cooperation Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Cooperation Agreement.

12. Compliance with Laws. The parties shall comply with all applicable laws, ordinances and regulations with regard to any work, use, construction, and operation done or conducted with regard to this Cooperation Agreement.

13. Rights and Remedies Cumulative. The rights and remedies provided by this Cooperation Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its rights to use any and all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14. Authority to Execute Agreement. Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Cooperation Agreement and to perform its duties under this Cooperation Agreement; the person executing this Cooperation Agreement on its behalf has the authority to do so; upon execution and delivery of this Cooperation Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Cooperation Agreement does not violate any bylaw, charter, regulation, law or other governing authority of the party.

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

16. No Third Party Beneficiaries. This Cooperation Agreement is intended solely for the benefit of the parties hereto. This Cooperation Agreement is not intended and shall not be construed to benefit or create any rights for any third party. It is the express intent of the parties hereto that there be no third party beneficiaries hereof.

[SIGNATURE PAGES FOLLOW.]

WITNESS the execution of this Cooperation Agreement (City of Norfolk-EDA) by the duly authorized officials of the City and the Authority as of the day and year first set forth above.

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO CONTENTS:

_____
Deputy City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
Assistant City Attorney

[SIGNATURE PAGES CONTINUE ON NEXT PAGE]

[CONTINUATION OF SIGNATURE PAGES TO COOPERATION AGREEMENT (CITY OF NORFOLK - EDA)]

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK

By:_____
Name :_____
Title :_____

APPROVED AS TO CONTENTS:

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

APPROVED AS TO FORM AND CORRECTNESS:

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

EXHIBIT A

AGREEMENT

REVENUE SHARING PERFORMANCE AGREEMENT

THIS REVENUE SHARING PEFORMANCE AGREEMENT ("Agreement") is made as of the ___ day of _____, 20__, between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK, a duly organized and existing political subdivision of the Commonwealth of Virginia (the "Authority"), and SC ROYSTER, LLC, a Virginia limited liability company ("Royster").

WITNESSETH:

WHEREAS, the Authority and Royster have entered that certain Purchase and Sale Agreement, dated June ___, 2016, for the purchase by Royster of certain real property known as the "Royster Building" and located at 201 and 205 Granby Street in the City of Norfolk (the "Property");

WHEREAS, the Purchase and Sale Agreement provides for Royster's redevelopment of the Property as an approximately 120 room, four or five star, boutique hotel with the Marriott Autograph Collection franchise, including a lobby restaurant and bar, rooftop lounge and a permanent glass art gallery that is open to the public (the "Proposed Use"); and

WHEREAS, redevelopment of the Property for Royster's Proposed Use and the ongoing use of the Property by Royster for the Proposed Use has been found by both the Directors of the Authority and the City Council of the City (the "City Council") to constitute a significant economic development opportunity for the City, a positive factor in achieving the economic development objectives of the City, and worthy of inducement, as set forth in the resolutions adopted by the Authority and actions taken by the City Council approving the terms herein.

NOW, THEREFORE, WITNESSETH:

1. Definitions.

The following terms shall have the meanings set forth unless the context clearly requires otherwise:

1.1. "Improvements" means the two buildings of approximately _____ square feet on the Property to be refurbished, equipped, occupied and operated by Royster on a continuous basis during the term of the Grant as established in Section 2.2 hereof for Royster's Proposed Use.

1.2. "Calendar Year" means the calendar year beginning January 1 and ending December 31.

1.3. "Maximum Grant Amount" means the maximum cumulative amount to be paid to Royster over the term of the Grant which shall be Five Million Dollars ($5,000,000.00).

1.4. "Grant" means the annual sums to be transferred to Royster pursuant to the terms of this Agreement as an inducement for Royster to purchase the Property and to refurbish, equip, occupy and operate its business operations for the Proposed Use at the Property, subject to the Maximum Grant Amount.

2. The Grant.

2.1. *Amount of the Grant.* Subject to the conditions and limits set forth in Sections 3.1 and 3.2 below, subject to the Maximum Grant Amount, and subject to annual appropriation and transfer of funds to the Authority by the City, the Authority will pay to Royster a sum of money each year during the Grant Term, which annual grant payments shall be calculated using the following performance-based formula:

The following percentages of local tax receipts from Royster's business operations for the Proposed Retail Use at the Property during the applicable Calendar Year:

(a) 0.70% of gross receipts from retail sales (the tax rate is 1% of gross receipts);

(b) 4.55% of gross receipts from food and beverage sales (the tax rate is 6.5% of gross receipts); and

(c) 5.60% of gross receipts from hotel and motel room sales (the tax rate is 8% of gross receipts).

Neither the initial Grant payment nor any subsequent Grant payment shall exceed $333,333.00.

2.2. *Term of the Grant.* The term of the Grant shall commence upon completion the Improvements, as evidenced by issuance of a Certificate of Occupancy, and the opening of Royster's business operations at the Property for the Proposed Use. The term of the Grant shall expire upon the first to occur of (A) when the Maximum Grant Amount has been paid to Royster or upon payment by the Authority of the fifteenth (15th) annual Grant payment to Royster. The Grant payments shall commence on August 1 after the end of the first full Calendar Year of Royster's business operations for the Proposed Use and, subject to the terms and conditions set forth herein, shall be paid on each August 1 thereafter during the term of the Grant. Upon the termination of Royster's continuous business operations at the Property for the Proposed Use, the Grant term shall terminate immediately and no further Grant payments shall be appropriated by the City and made by the Authority.

3. Conditions of the Grant.

The obligation of the Authority to disburse the Grant is subject to the satisfaction of the conditions set forth below.

3.1. *Conditions to Initial Disbursement.* The initial disbursement of the Grant by the Authority shall be no sooner than August 1 after the end of the first full Calendar Year of Royster's business operations for the Proposed Use as stated in Section 2.2 and shall be subject to the satisfaction of the following conditions:

A. The Improvements have been completed, as evidenced by the final Certificate of Occupancy issued by the City of Norfolk.

B. Royster shall have commenced its business operations at the Property for the Proposed Use.

C. The representations and warranties of Royster set forth below shall be true and correct as of the date of this Agreement and shall continue to be true and correct at the time of the proposed disbursement of the initial Grant payment.

D. Based upon such documentation as the City deems appropriate, the City shall have calculated and advised the Authority in writing of the amount of the initial disbursement, the City Council of the City shall have appropriated funds for the then current Grant payment, and the City shall have transferred such funds to the Authority. The City's calculation of the amount of the initial Grant payment shall be deemed accurate and correct absent manifest error.

3.2. *Conditions to Each Annual Grant Payment.* Each subsequent disbursement of the Grant shall be subject to the satisfaction of the following conditions:

A. Royster shall have continuously operated its business at the Property on daily basis for the Proposed Use since the commencement of its business operations at the Property.

B. The representations and warranties of Royster set forth below shall be true and correct as of the date of this Agreement, and shall continue to be true and correct at the time of each subsequent disbursement of each year's Grant payment.

C. Based upon such documentation as the City deems appropriate, the City shall have calculated and advised the Authority in writing of the amount of the current Grant payment, the City Council of the City shall have appropriated funds for the Grant, and the City shall have transferred such funds to the Authority. The City's calculation of the amount of each subsequent Grant payment shall be deemed accurate and correct absent manifest error.

4. Representations and Warranties.

ROYSTER represents and warrants to the Authority that:

4.1. *Due Organization, Authority and Qualification.* Royster is a duly organized and validly existing limited liability company under the laws of the Commonwealth of Virginia, and has the full power and authority to own its properties and other assets and to transact the Proposed Use at the Property.

4.2. *Taxes.* Royster has filed and shall file all tax returns which are required to be filed in the Commonwealth of Virginia and elsewhere and has paid all taxes (including interest and penalties) which have become due pursuant to such returns or pursuant to any assessment or notice of tax claim or deficiency received by it. All tax liabilities within the Commonwealth of Virginia and elsewhere were adequately provided for when due and are now shown current on the books of Royster. No material tax liability has been asserted by the Internal Revenue Service, the Commonwealth of Virginia, the City, or any other jurisdiction for taxes (or interest or penalties thereon) in excess of those already paid.

4.3. *Compliance with Laws.* Royster and all of its assets and properties located in the Commonwealth of Virginia, including without limitation the Property, are and shall be in compliance in all material respects with all applicable laws, rules and regulations of each Federal, state, municipal or other governmental department, agency or authority, including without limitation the Americans with Disabilities Act of 1990, the regulations promulgated thereunder, and all applicable environmental, land use and zoning laws and regulations, to the extent applicable.

4.4. *Information Necessary to Calculate Grant Payments.* Reports of gross receipts and business tangible personal property required by law to be filed with the Tax Commissioner of the Commonwealth of Virginia or the Commissioner of Revenue of the City for the applicable tax year have and will be timely filed and copies delivered to the City and the Authority, and Royster shall have provided all information needed by the City, the State Tax Commissioner, the City Assessor, the City Commissioner of Revenue, the City Treasurer, and the Office of the City Manager to calculate each Grant payment.

5. General Matters.

5.1. *Authority Obligations Subject to Appropriation; Exculpation.*

A. All obligations of the Authority hereunder for the disbursement of the Grant and any other payment of money are subject to and expressly conditioned upon funds being appropriated, calculated and approved for such purpose by the City Council, the amount of Royster's grant payment being calculated and approved by the City, and the funds being delivered to the Authority, and shall not at any time constitute a legal obligation of the Authority for the disbursement of the Grant or the payment of money except to the extent so appropriated and delivered.

B. Neither the directors of the Authority nor any person executing this Agreement on behalf of either party shall be liable personally thereon by reason of the execution and delivery hereof. This Agreement is not, and shall not be deemed to constitute, a general obligation of the Commonwealth of Virginia or any political subdivision thereof, including the Authority and the City, and neither the Commonwealth of Virginia nor any such political subdivision thereof shall be liable for the payment of the Grant or any portion thereof except as expressly provided herein, nor in any event shall the Grant be payable out of funds or properties other than as set forth herein. This Agreement shall not constitute an indebtedness within the meaning of any Commonwealth of Virginia municipal debt limitation or restriction.

C. No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee or agent of the Authority or Royster in his or her individual capacity, and no such director, officer, employee or agent shall be subject to any liability under this Agreement or with respect to any other action taken by him or her.

5.2. *Assignment.* Royster may not assign its rights under this Agreement without the prior written consent of the Authority and the City.

5.3. *Waiver.* The failure of the Authority or Royster to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by the Authority or Royster of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and duly signed by the Authority or Royster, as applicable.

5.4. *Severability.* If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present of future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Agreement shall not be affected, and said remaining parts of this Agreement shall be enforceable, to the extent they are consistent with the spirit and intent of this Agreement in its original form.

5.5. *Licensee and Permits.* It shall be the ultimate responsibility of Royster at its expense to secure all licenses and permits required to be obtained by it with respect to construction, completion, equipping and occupancy of the Improvements.

5.6. *Notices Applicable Law.* This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Virginia. In the event of a conflict arising under this Agreement, venue shall be in the Circuit Court of the City of Norfolk.

5.7. *Interpretation.* For the purpose of construing this Agreement, unless the context indicates otherwise, words in the singular number shall be deemed to include words in the plural number and vice versa, words in one gender shall be deemed to include words in other genders, and the word "person" shall be deemed to include a corporation, company or partnership. Headings or Articles and Sections are inserted only for convenience and are not, and shall not be deemed a limitation on the scope of the particular Articles or Sections to which they refer.

5.8. *Notices.* All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service (including reputable overnight courier service such as UPS), or sent by registered or certified mail, return receipt requested, bearing adequate postage and properly addressed as provided below. Each notice given by registered or certified mail shall be deemed to be given by the sender when mailed; 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 third day after such notice is sent.

To the Authority: Economic Development Authority of
the City of Norfolk
500 E. Main Street, Suite 1500
Norfolk, VA 23510

With a copy to: Kaufman & Canoles, P.C.
150 W. Main Street, Suite 2100

Norfolk, VA 23510
Attn: George L. Consolvo

And with a copy to: City Attorney
City of Norfolk
810 Union Street, Suite 900
Norfolk, VA 23510

To Royster: SC Royster, LLC

With a copy to:

5.9. *Non-Discriminatory Policies.*

A. Royster will comply with all applicable laws regarding the discrimination of employees or applicants for employment because of the race, religion, color, sex or national origin of the employee or applicant for employment. Royster agrees to post, to the extent required by any applicable laws, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Royster, in all solicitations or advertisements for employees placed by or on behalf of Royster, will state, to the extent required by any applicable laws, that Royster is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

5.10. *Third Party Beneficiaries.* The City shall be a third party beneficiary of this Agreement. Except for the City, this Agreement is intended solely for the benefit of the parties hereto. Except for the City, this Agreement is not intended and shall not be construed to benefit or create any rights for any third party. It is the express intent of the parties hereto that there be no third party beneficiaries hereof, except for the City.

5.11. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the Grant, supersedes all prior understandings and writings and may be amended or modified only by a writing signed by the Authority and Royster.

WITNESS the following signatures, thereunto duly authorized:

ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF NORFOLK

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

SC ROYSTER, LLC

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

APPROVED AS TO FORM AND
CORRECTNESS:

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