CITY COUNCIL
AGENDA
TUESDAY, JULY 12, 2016

Work Session Agenda

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

Organizational Structure

Presenter: *Mayor Kenneth C. Alexander*

Closed Session

(If Necessary)

Break For Dinner

Agenda Overview

Presenter: *Marcus D. Jones, City Manager*

Norfolk Redevelopment And Housing Authority - Promoting Housing Choice

Presenters: *John Kownack, Executive Director, Jim Holloman, Chief Development Officer, and Steve Morales, Neighborhood Services Director, Norfolk Redevelopment and Housing Authority*

Smart Processing And Special Exceptions

Presenter: *George Homewood, Director of Planning*

Norfolk Community Services Board

Presenter: *Sarah Fuller, Executive Director*

Additional Documents

Documents:

07-12-16 CITY PLANNING COMMISSION PUBLIC HEARING RESULTS FROM JUNE 23.PDF
07-12-16 COUNCIL INTERESTS MEMO.PDF
07-12-16 MEMO - PCO DEVELOPMENT CERTIFICATE SIGN WAIVER - 222 W. 21ST ST.PDF
07-12-16 MINUTES OF CITY COUNCIL MEETING OF JUNE 28.PDF
07-12-16 MINUTES OF CITY COUNCIL ORGANIZATIONAL MEETING OF JULY 1.PDF
07-12-16 MINUTES OF HEALTH, EDUCATION AND FAMILIES COMMITTEE MEETING OF JUNE 28.PDF

07-12-16 PENDING LAND USE ACTIONS.PDF

Announcement Of Meeting

Documents:

ANNOUNCEMENT OF MEETING.PDF

Formal Session

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

Prayer

Prayer to be offered by Imam Vernon M. Fareed, Masjid William Salaam, followed by the Pledge of Allegiance.

Invitation To Bid

IB-1

INVITATION TO BID scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a long term Garage Parking Agreement, with a term of approximately twenty (20) years, for four hundred (400) parking spaces in the Fountain Park Garage located at 130 Bank.

Documents:

IB-01 ACCEPTANCE OF BID FOR LONG TERM PARKING AGREEMENT - FOUNTAIN PARK GARAGE.PDF

Public Hearing

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 authorizing the sale to Virginia Natural Gas of a certain parcel of property measuring approximately 3,000 square feet in area, owned by the City of Norfolk and located south of **3488 Godwin Boulevard** in the City of Suffolk, for the sum of $2,400.00.

Documents:

PH-01 CONVEYANCE OF PROPERTY TO VIRGINIA NATURAL GAS.PDF

Regular Agenda

R-1

Matter of a 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.

(NRHA has requested that this matter be continued to July 19, 2016)

Documents:

R-01 CONTINUE TO JULY 19 - NRHA - FORMATION OF LEGAL ENTITIES.PDF

R-2

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of automobile storage yard known as 'Aristocrat Towing' on properties located at **1132 to 1138 Harmony Road**," will be introduced in writing and read by its title.

Documents:

R-02 SPECIAL EXCEPTION - ARISTOCRAT TOWING.PDF

R-3

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named 'Ya Ya Asian Gourmet House' on property located at **109 College Place, Suite A**," will be introduced in writing and read by its title.

Documents:

R-03 SPECIAL EXCEPTION - YA YA ASIAN GOURMET HOUSE.PDF

R-4

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named 'Shiptown Seafood Company' on property located at **4314 Colley Avenue**," will be introduced in writing and read by its title.

Documents:

R-04 SPECIAL EXCEPTION - SHIPTOWN SEAFOOD COMPANY.PDF

R-5

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named 'Wing Stop' on property located at **7750 Tidewater Drive, Building 3, Unit 305**," will be introduced in writing and read by its title.

Documents:

R-05 SPECIAL EXCEPTION - WING STOP.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 and truck rental facility known as 'Hertz' on property located at **700 Monticello Avenue**," will be introduced in writing and read by its title.

Documents:

R-06 SPECIAL EXCEPTION - THE HERTZ CORPORATION.PDF

R-7

Letter from the City Manager and the following two Ordinances:

An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named 'Orapax Inn' on property located at **1300 Redgate** Avenue," will be introduced in writing and read

by its title.

Documents:

R-07 SPECIAL EXCEPTION - ORAPAX INN.PDF

R-7A

An Ordinance entitled, "An Ordinance granting a **Special Exception** to permit mixed uses on property located at **911 Orapax Street**," will be introduced in writing and read by its title.

R-8

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the sale of alcoholic beverages for off-premises consumption at an establishment known as 'Corks and Caps' on property located at **240 East Main Street**," will be introduced in writing and read by its title.

Documents:

R-08 SPECIAL EXCEPTION - CORKS AND CAPS.PDF

R-9

Letter from the City Manager and an Ordinance entitled, "An Ordinance to revoke the permission granted to **Monticello Arcade Limited Partnership and Christopher Corrie D/B/A Chartreuse Bistro** to encroach into the right of way at **205 E. City Hall Avenue** for the purpose of outdoor dining and to terminate the Encroachment Agreement," will be introduced in writing and read by its title.

Documents:

R-09 TERMINATION OF OUTDOOR DINING ENCROACHMENT.PDF

R-10

Letter from the City Manager and an Ordinance entitled, "An Ordinance amending Section 1 of Ordinance No. 46,336, entitled 'An Ordinance approving a Lease Agreement with **Grace's Tailor Shop, Inc.** for the lease of city owned property located at **130 Bank Street** SO AS TO correct the name of the Lessee on the said Lease," will be introduced in writing and read by its title.

Documents:

R-10 AMEND ORDINANCE 46336 TO CORRECT THE NAME OF LESSEE.PDF

R-11

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a Grant Award of $275,000.00 from the **Virginia Department of Behavioral Health and Development Services** for the Norfolk Community Services Board to assist individuals with developmental disabilities in gaining access to and maintaining tenancy in their own housing and appropriating and authorizing the expenditure of the grant funds to provide the assistance" will be introduced in writing and read by its title.

Documents:

R-11 GRANT AWARD FROM VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES.PDF

R-12

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $6,237,603 in funding from the Commonwealth of Virginia for the Fiscal Year 2017 **Children's Services Act for At-Risk Youth and Families Funds Pool ("CSA") Services Program** and $639,899 from the Virginia Department of Juvenile Justice in Support of the Fiscal Year 2017 Virginia Juvenile Community Crime Control Act ("VJCCA") Program, appropriating and authorizing the expenditure of the funds and appropriating and authorizing the expenditure of $2,232,397 in local matching funds for CSA from the City through its Department of Human Services, and $300,000 from the School Board of the City of Norfolk and $639,899 of local matching funds for VJCCA from the City," will be introduced in writing and read by its title.

Documents:

R-12 FY 2017 CHILDRENS SERVICES ACT FOR AT-RISK YOUTH AND THEIR FAMILIES.PDF

R-13

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting and appropriating the donation from the **Ghent Dog Park Association** of certain improvements to the Stockley Garden Dog Park, and authorizing the City Manager to enter into a Right of Entry and License Agreement with the Ghent Dog Park Association and its members, material suppliers and contracted service providers for work related to the dog park improvements," will be introduced in writing and read by its title.

Documents:

R-13 DONATION FROM GHENT DOG PARK ASSOCIATION.PDF

R-14

Letter from the City Manager and a Resolution entitled, "A Resolution approving the **Norfolk Community Services Board's Performance Contract** with the Commonwealth for Fiscal Year 2017 renewable by mutual agreement for Fiscal Year 2018," will be introduced in writing and read by its title.

Documents:

R-14 NORFOLK COMMUNITY SERVICES BOARD PERFORMANCE CONTRACT FOR FY 2017.PDF

R-15

Letter from the City Manager and a Resolution entitled, "A Resolution approving the exercise by the **Economic Development Authority of the City of Norfolk of Powers conferred by the Industrial Development and Revenue Bond Act** in connection with the authority's issuance of a revenue and refunding bond in a principal amount not to exceed $32,000,000, the proceeds of which will be loaned to Norfolk Academy (the 'School') to be used in financing a program of capital improvements at the School's Campus at 1585 Wesleyan Drive, Norfolk, Virginia refunding certain prior bonds and paying certain costs" will be introduced in writing and read by its title.

Documents:

R-15 ISSUANCE OF REVENUE AND REFUNDING BOND BY THE ECONOMIC DEVELOPMENT AUTHORITY.PDF

R-16

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $16,784.09, plus interest to **Influance Hair Care, LLC** based upon the overpayment of its **Business Personal Property Tax for the years 2013 through 2015**," will be introduced in writing and read by its title.

Documents:

R-16 TAX OVERPAYMENT - INFLUANCE HAIR CARE, LLC.PDF

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: June 23, 2016 City Planning Commission Public Hearing Results

DATE: July 8, 2016

Attached are the results from the June 23, 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
JUNE 23, 2016
RESULTS

The Norfolk City Planning Commission will hold a public hearing on June 23, 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

DENIAL RECOMMENDED, 5-1

1. **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

APPROVAL RECOMMENDED, 4-2

1. **NORFOLK CHRISTIAN SCHOOLS,** for the following applications:
   a. Amendment to the Future Land Use Designation in the general plan, *plaNorfolk2030*, from Single-Family Traditional to Institutional at 260 Filbert Street.
   b. Change of zoning from IN-1 (Institutional), conditional IN-1, and R-8 (Single-Family) to conditional IN-1 at 255 Thole Street and 260 Filbert Street.

   The purpose of this request is to modify the site layout of the school campus by adding educational, fine arts, and athletic buildings, a new parking lot, a bus parking area, an athletic field, and additional landscaping.

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

APPROVAL RECOMMENDED, 6-0

2. **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

WITHDRAWN

3. **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

REGULAR AGENDA

APPROVAL RECOMMENDED, 5-0

1. **CITY PLANNING COMMISSION,** general plan amendment to *plaNorfolk2030*, to add new action items to the Wards Corner Area Plan.

   The purpose of this request is to support community efforts to address the need for recreation and open space, property maintenance and to inform land use decisions.

   Staff contact: Paula Shea at (757) 664-4772, paula.shea@norfolk.gov

CONTINUED TO THE JULY 28th, 2016 PUBLIC HEARING

2. **CITY PLANNING COMMISSION,** for a zoning text amendment to section 15-1.2, "Grandfathering of existing motor vehicle parking," of the *Zoning Ordinance* to no longer permit proposed land uses from utilizing the grandfathered parking provision when proposing to increase the parking intensity at a site within the Suburban and Coastal Character Districts.

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

APPROVAL RECOMMENDED, 5-0

3. **CITY PLANNING COMMISSION,** for a zoning text amendment to section 24-6, "Standards for conditional zoning map amendments" of the *Zoning Ordinance* to modify language applicable to conditional zoning map amendments for residential development as a result of changes to state law.

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

APPROVAL RECOMMENDED, 5-0

4. **NORFOLK PREMIUM OUTLETS,** for the following applications:
   a. Zoning text amendment to repeal section 11-54, "Norfolk Premium Outlets Localized Alternative Sign Overlay District (NPO-LASO)," of the *Zoning Ordinance*.
   b. Special exception to permit alternative signage at 6282 Northampton Boulevard.

   The purpose of this request is to allow for the modification of the proposed size and placement of freestanding signage for the Simon Premium Outlets mall.

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

APPROVAL RECOMMENDED, 5-0

5. **HENRIETTE QUENZA,** for the following applications at 925 W. 21st Street:
   a. Change of zoning from I-1 (Limited Industrial) district to C-2 (Corridor Commercial) district and Pedestrian Commercial Overlay District – 21st Street (PCO-21st).
   b. Special exception for mixed uses.

   The purpose of this request is to allow the existing warehouse building to add a retail and office suite along W. 21st Street and bring the existing nonconforming dwelling unit on the second floor into conformity.

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

APPROVAL RECOMMENDED, 5-0

6. **CLAUS IHLEMANN,** for the following applications at 2202 Llewellyn Avenue:
   a. Change of zoning from I-1 (Limited Industrial) district to C-2 (Corridor Commercial) district and Pedestrian Commercial Overlay District – 21st Street (PCO-21st).
   b. Special exception for mixed uses.

   The purpose of this request is to allow the vacant warehouse building to be converted into commercial suites with three dwelling units above on the second story.

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

APPROVAL RECOMMENDED, 5-0

7. **DSF DEVELOPMENT, LLC,** for a change of zoning from R-6 (Single-Family) district to conditional R-8 (Single-Family) district at 421 Brockwell Avenue.

   The purpose of this request is to allow for the construction of two single-family homes where only one is permitted under the current zoning district.

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

APPROVAL RECOMMENDED, 5-0

8. **TCS LEASING AND BUILDING,** for a change of zoning from C-2 (Corridor Commercial) district to conditional R-7 (Single-Family) district at 3649 Sewells Point Road.

   The purpose of this request is to allow for the construction of one single-family home.

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

APPROVAL RECOMMENDED, 5-0

9. **THE HERTZ CORPORATION,** for a special exception to operate an automobile and truck rental facility at 700 Monticello Avenue.

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

APPROVAL RECOMMENDED, 5-0

10. **ARISTOCRAT TOWING INC.,** for a special exception to operate an automobile storage yard at 1132-1138 Harmony Road.

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

APPROVAL RECOMMENDED, 5-0

11. **ORAPAX INN,** for the following special exceptions:
    a. Eating and drinking establishment at 1300 Redgate Avenue.
    b. Mixed uses at 911 Orapax Street.

    The purpose of this request is to allow the existing restaurant to expand and bring the existing nonconforming dwelling unit on the second floor into conformity.

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

APPROVAL RECOMMENDED, 5-0

12. **WING STOP,** for a special exception to operate an eating and drinking establishment at 7750 Tidewater Drive, Bldg 3, Unit 305.

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

APPROVAL RECOMMENDED, 5-0

13. **SHIPTOWN SEAFOOD CO.,** for a special exception to operate an eating and drinking establishment at 4314 Colley Avenue.

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

APPROVAL RECOMMENDED, 5-0

14. **YA YA ASIAN GOURMET HOUSE,** for a special exception to operate an eating and drinking establishment at 109 College Place, suite A.

    The purpose of this request is to allow the existing eating establishment to offer alcoholic beverages to their customers.

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

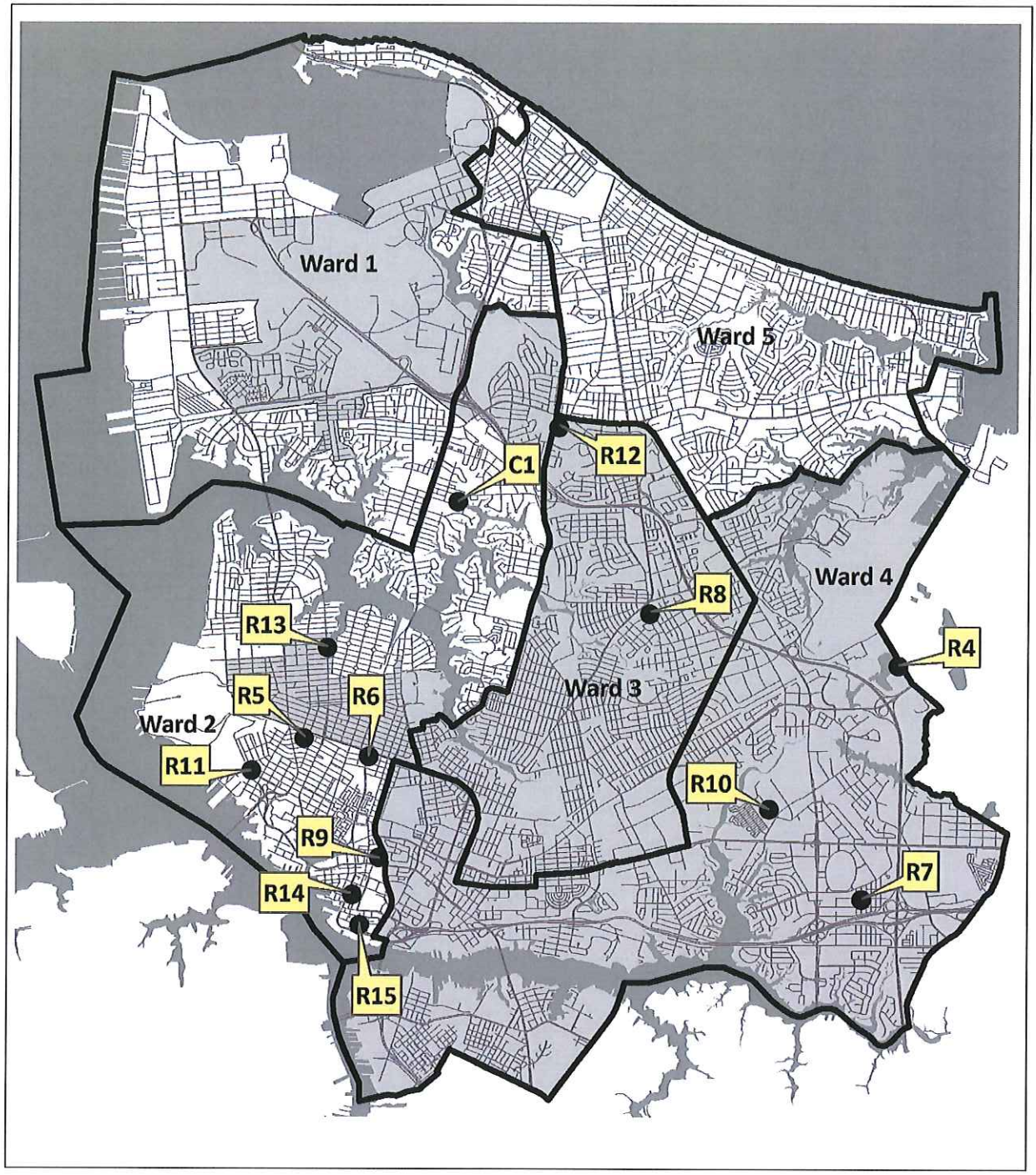
APPROVAL RECOMMENDED, 5-0

15. **CORKS AND CAPS,** for a special exception for the sale of alcoholic beverages for off-premises consumption at 240 E. Main Street.

    Staff contact: Chris Whitney at (757) 823-1253, chris.whitney@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, FAICP, CFM
Executive Secretary



Planning Commission Items
JUNE

0 4,000 8,000 16,000 Feet

Superwards
6
7

This map is for graphic purposes only.

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

THE CITY OF NORFOLK

July 8, 2016

City Council;

Today's memo includes information from the June Council meetings. Highlights include:

- Grass Cutting
- SWaM Initiatives
- Military Highway Construction Project

The memo also includes information on the Norfolk Community Services Board Performance Contract which will come before you on Tuesday.

With the temperature on the rise this week, the Office to End Homelessness staff spread out citywide to hand out free, cold bottled water. As you can see, their efforts were really appreciated.

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:	July 8, 2016

Today's memo includes information regarding Council Interests from Tuesday, June 28th Informal Session as well as information on an upcoming agenda item.

Norfolk Community Services Board (NCSB) Performance Contract: The Norfolk Community Services Board operates primarily under a "Performance Contract" with the Virginia Department of Behavioral Health and Developmental Services. That contract provides guidance on the relationship of the CSB with the state, the coordination of services between the state hospitals and the CSB, the services the CSB is expected to provide, and the administrative requirements for funds utilization and reporting.

The FY2017 Performance Contract accounts for $12M of the CSB's $26M annual budget. The contract is scheduled for your consideration on July 12th.

Sheriff's Crews Grass Cutting: Sheriff crews primarily assist city crews during the grass growing season by mowing and trimming in cemeteries, some small parks, and paper streets. Sheriff crews do not mow in medians due to safety concerns.

Small, Women and Minority Initiatives: Norfolk recognizes it cannot fully grow its economy and fulfill its potential without engaging small, women and minority-owned (SWaM) firms in economic development and neighborhood revitalization. Earlier this year, staff began the process to formalize a program to support SWaM businesses and identify SWaM businesses in the city. This comprehensive process focuses on:

- outreach and business development
- procurement
- access to capital
- capacity-building and training
- business attraction

The City has two programs underway designed to assist SWaM enterprises with access to capital and technical assistance; the Grow Norfolk Fund and Community Business Cafés. In addition, the City is in the

process of hiring a SWaM Coordinator. Staff has received more than 60 applications. In addition, the $121 Million construction project for four new schools is currently meeting its SWaM goals.

Military Highway Continuous Flow Intersection: Virginia Department of Transportation (VDOT) is scheduled to begin construction soon on the Military Highway Continuous Flow Intersection (CFI) at the intersection of Military Highway and Northampton Blvd. VDOT and the City worked closely on a communications plan that identified stakeholders and messaging. For the past few weeks, VDOT has been hosting community meetings about the project. The communication plan also calls for radio, billboard and print advertisements. The project website is http://www.virginiadot.org/projects/hamptonroads/military_highway_continuous_flow_intersection.asp

Have a great weekend.

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
Matthew Simons, AICP, CFM, City Planning

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

SUBJECT: Pedestrian Commercial Overlay (PCO) Development Certificate sign waiver to reconstruct a monument sign at 222 W. 21st Street

DATE: July 8, 2016

At the June 23, 2016 Planning Commission public hearing an application was presented for a PCO Development Certificate waiver to erect a new sign structure within the Pedestrian Commercial Overlay District (PCO-21st Street) larger than what is currently permitted within the standards of the PCO-21st district at the 21st Street Pavilion Shops located at 222 W. 21st Street.

History

The PCO-21st Street Overlay District was originally adopted in 1995 in concert with many meetings with the Ghent Business Association. At the time, additional restrictions were adopted concerning the maximum size of freestanding signs in an attempt to promote a more pedestrian-focused district rather than an automobile-oriented district. The signage requirements, while recognizing that 21st Street carries automobile traffic, are also intended to provide for a pedestrian-scale environment.

The Pavilion Shops were constructed prior to the adoption of the PCO-21st Street district and the freestanding sign serving the shops has been considered a nonconforming structure ("grandfathered") since that time.

Request

The applicant, 21st Street Pavilion Shops, is proposing to partially reconstruct the nonconforming sign; providing a new sign cabinet overtop the existing brick pediment at the same height and size as the existing size that is currently on the site. The size of the existing sign, and proposed

sign, is 13.5 feet tall and with 58 square feet of sign surface area per sign face. The PCO-21st Street district only permits freestanding signs with a height no taller than 6 feet and with no more than 32 square feet of sign surface area per face.

As a general principle of planning and zoning, nonconforming uses and structures are expected to diminish or be abated over time as attrition, reconstruction and maintenance occurs. In the case of nonconforming signs, the expectation is that normal wear and tear will lead to replacement or substantial renovation as is the case here. When that occurs, the nonconforming elements should be brought into conformance – entirely whenever possible, but at least to some extent when full conformity cannot be reasonably achieved.

Furthermore, the need for a larger and taller monument sign is normally a function of the speed of travel of the automobile traffic along the corridor. Generally, the higher the travel speed, the less time is available for the viewer to recognize the message upon the sign. However, the traffic along this portion of W. 21st Street tends to travel between 15-25 mph. Therefore, the need for a larger and taller monument sign is not particularly justified and the tenants would likely be better served with a freestanding sign that has a more pedestrian-oriented size and height.

In this case, no effort has been made to reduce the degree of nonconformity.

On May 24, 2016 a letter of support for the sign as proposed was received from the Ghent Business Association.

Recommendation

Staff recommends **denial** of the PCO Development Certificate waiver, since the proposal is not in conformity with the PCO-21st Street requirements and no effort has been made to bring the sign more into conformance with regards to either square footage or height.

By a vote of 5 to 1, the Planning Commission voted to **deny** the sign waiver.

The majority of the Planning Commissioners pointed out that the PCO rules are set by the City upon request of local business and civic associations. If the desire of the local business community is to permit larger signs, the rules should be changed to apply to all instead of a select few. Absent changes to the rules for all, a sign in conformance or more nearly in conformance should be the expectation and this proposal makes no effort to do that.

The one Commissioner that voted in support of the request voiced her support based on the support of the Ghent Business Association and because the proposed sign would not be larger than the existing sign.

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

July 8, 2016

Attached are the minutes from the City Council meeting held on June 28, 2016.

R. Breckenridge Daughtrey

NORFOLK, VIRGINIA

BUSINESS MEETING OF COUNCIL

TUESDAY, JUNE 28, 2016

President Fraim called the meeting to order at 5:24 p.m. with the following members present: Ms. Graves, Ms. Johnson, Mr. Protogyrou, Mr. Smigiel, Dr. Whibley and Mr. Winn. Mr. Riddick was absent.

He thereupon called for the first item of business.

A. COUNCIL INTERESTS

- Councilman Smigiel: Suggested building an indoor athletic facility that could be managed by a private organization or RPOS. He suggested either Military Circle or Lake Wright as a possible location.

- Councilwoman Whibley: Asked for City Council to recognize the first female Postmaster of Norfolk, Ms. Diana Branch

- Vice-Mayor Graves: With regard to comments made by Mr. Phillip Hawkins, she asked the City Manager to consider relocating the Parking Office to City Hall and changing the hours of operation to better accommodate citizens.

B. ADMINISTRATION SELECT TOPICS

- Mary Miller, President and CEO of the Downtown Norfolk Council, presented a video and report tracing downtown's progress and thanking Council for its essential support for DNC's work.

- Karen Scherberger, CEO of Festevents, presented a report on its progress and achievements and showed a video on this year's 40th annual Harborfest.

- Rob Cross, Executive Director/Perry Artistic Director, of the Virginia Arts Festival reported on the Festival's 20th anniversary celebration, noting numerous sold-out performances, as well as on performers at the Attucks Theater and performances in Norfolk Public Schools. He also reported on the Fringe Festival held in the arts district and its education outreach initiatives.

- Lori Crouch, Director of Corporate Communication, reported on Norfolk's efforts that led to its selection as a 2016 All American City. The application focused on the city's partnership with United Way's United for Children, Teens with a Purpose and Norfolk Emerging Leaders.

C. TAYLOR-WHITTLE HOUSE

David Freeman, Director of General Services, reported on this item as follows:

- The house is located in the Freemason neighborhood, was built in 1791 and is on the National Register of Historic Places.
- It was transferred by will to the Norfolk Historic Foundation who transferred it to the city in 1975. It has been expensive to maintain.
- Restoration is estimated at $2 million.
- The Virginia Historic Restoration Foundation is interested in the property, and it is recommended the home be transferred to the foundation.

D. IKEA

Peter Chapman, Deputy City Manager, reported on this item as follows:

- IKEA is the world's largest home furnishing retailer, currently operating more than 380 stores in 48 countries, and they are very selective with areas of expansion. Norfolk will be their 43rd store in the United States and the Grand Opening is anticipated in summer 2018.
- IKEA incorporates sustainability into the day-to-day business and support initiatives that benefit children and the environment.
- The store will house nearly 10,000 exclusively designed items, 50 inspirational room-settings, three model home interiors, a supervised children's play area, and a 450-seat restaurant.
- IKEA has been ranked among "Best Companies to Work For" and has raised its own minimum wage twice in two years.
- The building will be adjacent to Interstate-64 and US Route-13. There will be over $9 million in interstate improvements from the Commonwealth.
- Direct revenue anticipated is $2.5 million annually and $25 million over the first ten years.
- The Economic Development Authority will enter into a 15-year Revenue Sharing Performance Agreement (RSPA) at a maximum of $5 million.

- Next steps for City Council are consideration of a Land Disposition and Development Contract (LDDC) for the sale of the land and consideration of a Cooperation Agreement with the EDA for a RSPA.

Vice Mayor Graves:

- Asked how we might have these new businesses form a partnership with Opportunity Inc. and the Employment Commission to assist with training citizens to be eligible for employment opportunities. She stressed that we need to make sure our citizens are informed in a timely manner about job fairs.

Councilman Smigiel:

- Asked that public service announcements are made in advance to notify citizens about the Landsdale traffic circle project that will begin in August.
- Asked can we negotiate with IKEA to hire a certain percentage of Norfolk citizens?
- Suggested having a job fair just for Norfolk citizens.
- Asked that IKEA save as many existing trees on the site as possible.

Councilwoman Johnson:

- Suggested we initiate a master plan to address the 6,000 new jobs.

E. HUD-SELECTION 108 -19M

Peter Chapman, Deputy City Manager, reported on this item as follows:

- The city has received a $19 million HUD grant to use for:
  - Affordable, mixed-income housing rehab
  - Commercial/office/industrial
  - Non-profit facilities
  - Working capital /other kinds of support for operating businesses.
- Loans can range from $500,000 to $5 million.

Councilman Smigiel: Asked that funds be distributed evenly throughout the city rather than towards one specific area.

F. CLOSED SESSION

Motion for closed session was approved for purposes which are set out in **Clause(s)_1_of subsection (A) of Section 2.2-3711** of **the Virginia Freedom of Information Act**, as amended:

(1) Discussion of candidates for appointment to city boards, commissions or authorities.

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

No: None.

NORFOLK, VIRGINIA

DOCKET FOR THE COUNCIL

TUESDAY, JUNE 28, 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: Ms. Graves, Ms. Johnson, Mr. Protogyrou, Mr. Smigiel, Dr. Whibley, Mr. Winn and Mr. Fraim.

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

Motion adopted.

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

No: None.

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

Motion adopted.

Yes: Graves, Johnson, 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 June 28, 2016.

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

No: None.

CEREMONIAL MATTERS

President Fraim introduced Ms. Carolyn M. Clark, Executive Director of the Park Place Child Life Center. Ms. Clark and the children presented a banner to Council thanking them for all they have done.

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 August 23, 2016)

ACTION: Continued to August 23, 2016.

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

No: None.

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

Vic Yurkovic, 1816 East Ocean View Avenue, and Ellis James, 2021 Kenlake Place, both spoke in favor of this matter and thanked Mr. Fraim, Mr. Protogyrou and Mr. Winn for their services to the City.

Thereupon, An Ordinance entitled, "An Ordinance to amend the City's General Plan, *Planorfolk2030*, **SO AS TO** adopt and incorporate **the "Sand Management Plan,"** was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

PH-2A An Ordinance entitled, "An Ordinance to amend and reordain **Chapter 49, Article III of the Code of the City of Norfolk, Virginia 1979, SO AS TO** establish a **Coastal Management and Review Board**, to revise the process for designating the membership of the Erosion Advisory Commission, and to repeal the existing Coastal Primary **Sand Dune Zoning Ordinance**," was introduced in writing and read by its title.

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

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

No: None.

PH-3 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City of Norfolk,** to amend the future land use designation in the General Plan, *plaNorfolk2030*, from Institutional to Office and for a change of zoning from IN-1 (Institutional) to BC-1 (Business and Commerce Park) District on property located at **900-901 Asbury Avenue.**

Thereupon, An Ordinance entitled, "An Ordinance to amend the City's General Plan, *Planorfolk2030*, **SO AS TO** change the land use designation for properties located at **900 and 901 Asbury Avenue** from Institutional to Office," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

PH-3A An Ordinance entitled, "An Ordinance to rezone properties located at **900 and 901 Asbury Avenue** from IN-1 (Institutional) District to BC-1 (Business and Commerce Park) District," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

PH-4 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Richard Levin,** to change the 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**.

Richard Levin, the applicant, 610 Pembroke Avenue, was present to answer questions.

Thereupon, An Ordinance entitled, "An Ordinance to rezone properties located at **3920 Granby Street and 3917 Columbus Avenue** from C-2 (Corridor Commercial), PCO-Riverview (Pedestrian Commercial Overlay – Riverview), and R-9 (Single-Family Residential) Districts to Conditional C-2 (Corridor Commercial) and PCO-Riverview (Pedestrian Commercial Overlay – Riverview) Districts," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

PH-5 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Commonwealth Preservation Group,** to designate the existing structure at **6651 Talbot Hall Court** as a Norfolk Historic Landmark.

Paige Pollard, representing the applicant, 208 East Plume Street, was present to answer questions.

Thereupon, An Ordinance entitled, "An Ordinance to designate the property located at **6651 Talbot Hall Court** as a **Norfolk Historic Landmark** and to amend the zoning map to show the designation," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

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

Thereupon, An Ordinance entitled, "An Ordinance to amend **Section 14-4.2** of the **Zoning Ordinance of the City of Norfolk, 1992, SO AS TO** increase the number of days allowed for temporary festivals, bazaars, and outdoor sale events in Pedestrian Commercial Overlay Districts," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

PH-7 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Norfolk Redevelopment and Housing Authority,** for the closing, vacating and discontinuing a portion of **May Avenue**, between **East Virginia Beach Boulevard** and **Booth Street** to the south of **East Virginia Beach Boulevard**, between **May Avenue** and **Cecelia Street**.

Thereupon, An Ordinance entitled, "An Ordinance to close, vacate and discontinue a portion of May Avenue and a 10-foot lane off Virginia Beach Boulevard, to authorize the conveyance of any interest in the said vacated right-of-way by Quitclaim Deed to Norfolk Redevelopment and Housing Authority," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective July 29, 2016.

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

No: None.

PH-8 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on granting an exemption from real estate taxes by classification for real property of **Old Dominion Real Estate Foundation**.

Thereupon, An Ordinance entitled, "An Ordinance granting an exemption from real estate taxes by classification for real property of **Old Dominion Real Estate Foundation**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

PH-9 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on granting an exemption from real estate taxes for real property of **First Baptist Church, Berkley and/or Trustees of First Baptist Church, Berkley** retroactive to September, 2010.

Thereupon, An Ordinance entitled, "An Ordinance granting an exemption from real estate taxes for real property of **First Baptist Church, Berkley and/or Trustees of First Baptist Church, Berkley** retroactive to September 1, 2010," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

PH-10 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance to DPT Construction, LLC of certain parcels of property located at **1301 and 1303 Wilson Road**.

Thereupon, An Ordinance entitled, "An Ordinance authorizing the conveyance to **DPT Construction, LLC** of certain parcels of property located at **1301 and 1303 Wilson Road** for the total sum of $22,400.00 in accordance with the terms and conditions of the Conveyance Agreement; and authorizing the release of the City's right of reverter upon certain conditions," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective July 29, 2016.

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

No: None.

PH-11 **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 certain parcels of property located at **2600 and 2604 Campbell Avenue**.

Thereupon, An Ordinance entitled, "An Ordinance authorizing the conveyance to **Balance Builders, Inc**. of certain parcels of property located at **2600 and 2604 Campbell Avenue** for the total sum of $21,000.00 in accordance with the terms and conditions of the **Conveyance Agreement**; and authorizing the release of the City's right of reverter upon certain conditions," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective July 29, 2016.

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

No: None.

PH-12 **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 the **Virginia Historic Restoration Foundation** of property located at **227 West Freemason Street, and 334 Duke Street**.

Thereupon, An Ordinance entitled, "An Ordinance approving the terms and conditions of the **Real Estate Purchase and Sale Agreement** and the conveyance to the **Virginia Historic Restoration Foundation** of property located at **227 West Freemason Street** and **334 Duke Street** in the **City of Norfolk**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective July 29, 2016.

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

No: None.

Abstain: Winn

PH-13 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance of real property located at **6000 Northampton Boulevard**.

Thereupon, An Ordinance entitled, "An Ordinance authorizing the conveyance of real property located at **6000 Northampton Boulevard** in the **City of Norfolk** in accordance with the terms and conditions of the **Agreement of Sale**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective July 29, 2016.

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

No: None.

REGULAR AGENDA

R-1 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**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective July 29, 2016.

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

No: None.

R-2 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $18,877 from the **Virginia Department of Criminal Justice Services** for the **Juvenile Accountability Block Grant Program**, appropriating and authorizing the expenditure of the funds and $2,097 in local cash matching funds for the **Program** for total **Program** funding in the amount of $20,974," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

R-3 Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain the **Norfolk City Code, 1979 SO AS TO** add one new section numbered **12-141.6**, relating to the creation of 111 graves in the re-subdivision of **Section 26-A**, in a portion south of existing **Block 26, Calvary Cemetery Annex**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

R-4 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting the **Palace Shops South, LLC** to encroach into the right-of-way at **328 West 20th Street** with lights and signage," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a right of entry permitting the **New Hope Church of God in Christ** to go upon and use that certain City owned property numbered and designated as **616, 618,** and **620 West 35th Street**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

R-6 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $52,074.00 in additional grant funding from the **Virginia Department of Criminal Justice Services** for the continuation of the **FY16 Victim/Witness Assistance Program**, appropriating and authorizing the expenditure of the additional grant funds for the program and authorizing the hiring of one (1) additional person for the program in a **Special Project** employment status," was introduced in writing and read by its title.

Betsy Powell, the controller, 312 Northshore Road, was present to answer questions and Ellis James spoke in support of this matter.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

R-7 Letter from the City Attorney and an Ordinance entitled, "An Ordinance designating **Philpotts Road** as **Walter H. Green Sr. Road**," was introduced in writing and read by its title.

Alveta Green, the applicant, 943 Philpotts Road, thanked Council for the action, stating that this honors her late husband, a civic activist, who dedicated his time and efforts to the community and to the City; she also thanked Mr. Fraim, Mr. Protogyrou and Mr. Winn for their service.

Ellis James, 2021 Kenlake Place, stated that Walter Green was a dear friend, and a civic activist, was there at a time when the City needed him and that this honor could not have happened to a better person.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

R-8 A Resolution entitled, "A Resolution appointing and reappointing **11 persons to 3 boards** for certain terms," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 28, 2016.

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

No: None.

NEW BUSINESS

1. Danny Lee Ginn, 3844 Dare Circle, called on the new council to take a "no confidence" vote on Mr. Riddick and thanked Mr. Fraim, Mr. Protogyrou and Mr. Winn for their service.

2. Phillip Hawkins, 3597 Mississippi Avenue, asked the Council to move the Residential Parking Permit Office back to the Commissioner of Revenue's Office, stating that the hours of operation are not convenient for citizens, parking is difficult and customer service needs some improvements. He also spoke about the closing of the Brambleton Center and thanked Mr. Fraim, Mr. Protogyrou and Mr. Winn for their service.

3. Vivian Walston, 2936 Gatehouse Road, Seniors in Motion Line Dancing Group, stated that they did not know that the Brambleton Center was closing. She asked Council to help them find a location so seniors can continue to dance.

4. John W. Hill, 2906 Mapleton Avenue and Max Shapiro, 330 West Brambleton, Citizens Recall Committee, asked for an audit of the Treasurer's office and for a recall of the City Treasurer. Councilman Smigiel noted an audit had been conducted that found no improprieties.

5. Janice McKee, 903 Hatton Street, and Betty Potts, Southside Education Committee and Roscoe Calloway, thanked Council for all they've done for Campostella K-8 School, and presented them with a token of appreciation. She also thanked Mr. Fraim, Mr. Protogyrou and Mr. Winn for their service.

City of Norfolk

Inter Department Correspondence Sheet

TO: Members of City Council

FROM: Breck Daughtrey, City Clerk

COPIES TO:

SUBJECT: Minutes of City Council Meetings

July 5, 2016

Attached are the minutes of the City Council Organizational meeting held on Friday, July 1, 2016.

Breck

Breck

NORFOLK, VIRGINIA

ACTION OF THE COUNCIL

CITY COUNCIL MEETING

FRIDAY, JULY 1, 2016 – 2:00 P.M.

President Alexander called the organizational meeting to order, with the following members present: Ms. Graves, Ms. Johnson, Ms. McClellan, Mr. Riddick, Mr. Smigiel, and Dr. Whibley.

Councilman Riddick notified Mayor Alexander that he was recovering from a medical procedure, that he was unable to attend city council meetings through the end of July 2016 and that he would participate in the meeting from Lake Taylor Transitional Care Hospital, 1309 Kempsville Road, Norfolk, Virginia.

Prayer was offered by Reverend Father George Bessinas, Annunciation Greek Orthodox Cathedral followed by the Pledge of Allegiance.

President Alexander stated Section 12 of the City Charter requires that council meet on July 1st following City Council elections for an organizational meeting where members of council officially enter into their duties. This meeting fulfills that requirement.

President Alexander then announced that the next order of business is the election of the Vice-Mayor and called for nominations. Councilman Smigiel nominated Councilwoman Dr. Terry Whibley. The nomination was seconded by Councilwoman McClellan. There being no further nominations, the city clerk called the roll and Councilwoman Whibley was elected Vice Mayor.

ACTION: Motion adopted.

Yes: Graves, Johnson, McClellan, Riddick, Smigiel, Whibley, and Alexander.

No: None.

With no further business before the council, the meeting was adjourned.

THE CITY OF NORFOLK

Inter Department Correspondence Sheet

TO: Members of Council

FROM: City Clerk

COPIES TO:

SUBJECT: Minutes of the Health, Education and Families Committee Meeting

July 8, 2016

Attached are the minutes from the Health, Education and Families Committee meeting held June 28, 2016.

R. Breckenridge Daughtrey

NORFOLK, VIRGINIA

HEALTH, EDUCATION AND FAMILIES COMMITTEE

TUESDAY, JUNE 28, 2016

The committee meeting was called to order at 4:36 p.m. with the following members present: Dr. Theresa Whibley, Ms. Mamie Johnson and Mr. Tommy Smigiel. Also present: City Attorney Bernard Pishko, City Clerk R. Breckenridge Daughtrey, Deputy City Manager Wynter Benda and Mr. Darrell Crittendon, director of Recreation Parks Open Spaces. Mr. Barclay Winn arrived at 4:53 p.m. and Mayor Paul Fraim arrived at 4:54 p.m.

Mr. Benda reported on grounds maintenance responsibilities at school sites. He presented and reviewed a graphic delineating schools and city responsibilities for grounds maintenance.

Council discussion ensued and touched on division of labor in maintaining school grounds as well as maintenance of city-owned properties.

Mr. Smigiel suggested conducting a study on shared services and doing a full analysis of anything outside of the schools, anything that is a public building, a public facility and finding playgrounds that are not on the list, including things that would be considered a school system responsibility like a tennis court, ball fields, pools, etcetera. He also asked to have a conversation with the school board about the MOU and what work is being done to collaborate with both.

Dr. Whibley asked for community gardens to be on the next agenda.

THE CITY OF NORFOLK
CITY PLANNING

MEMORANDUM

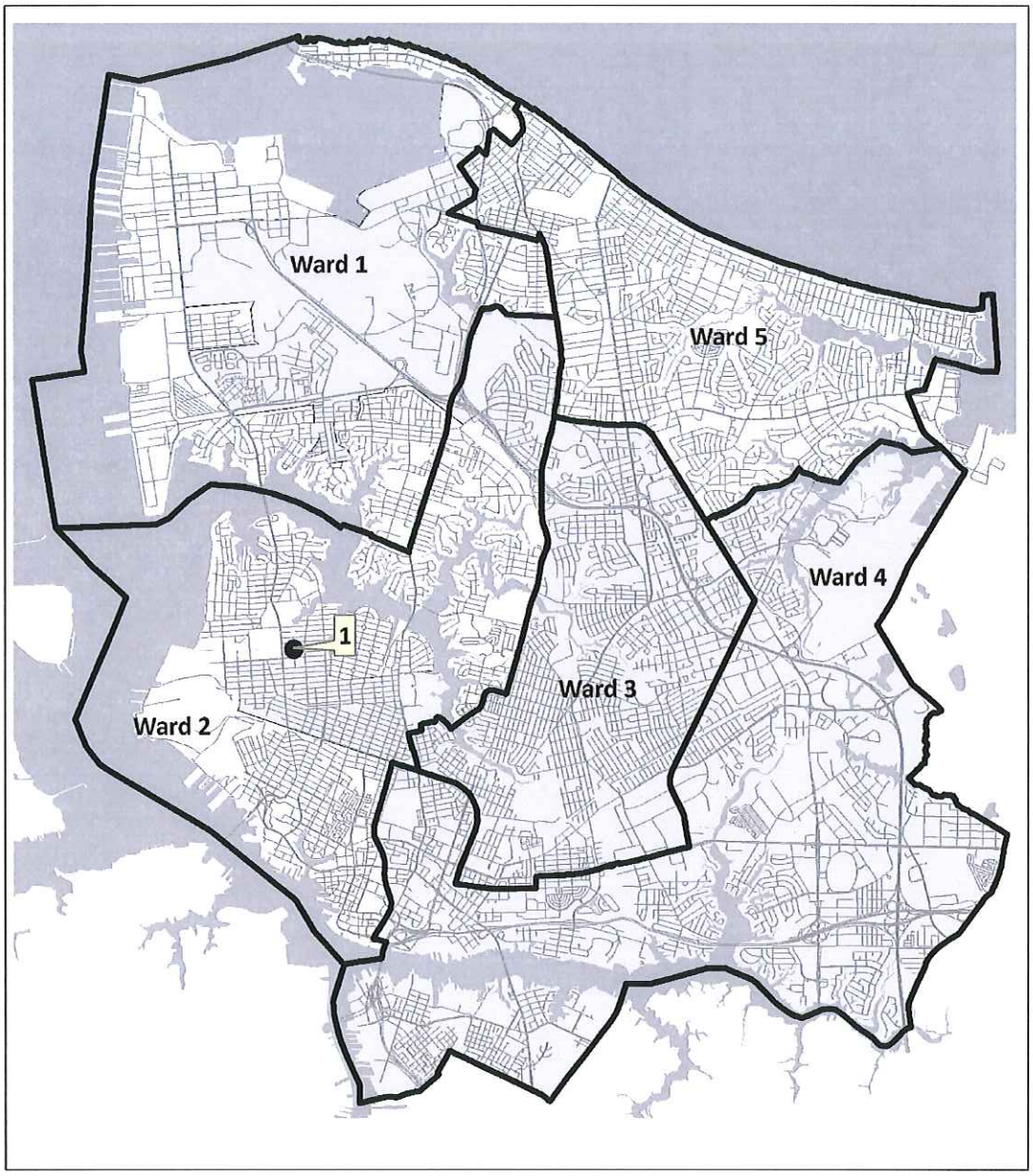
TO:	City Council
THROUGH:	Marcus D. Jones, City Manager
FROM:	George M. Homewood, FAICP, CFM, Planning Director
COPIES TO:	City Attorney, City Clerk
SUBJECT:	Pending Land Use Actions
DATE:	July 8, 2016

Attached for your review is the Pending Land Use Report, identifying applications received from June 22, 2016 through July 5, 2016. The report reflects items that are tentatively scheduled to be heard at the August 25, 2016 City Planning Commission meeting. In an effort to provide advance notice, this report is prepared prior to City Council meetings. No action is required on this report.

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

City Planning Commission – August 25, 2016

Number	Applicant	Location	Request	Ward	SW	Neighborhood
1	Borjo Coffeehouse	4416 Monarch Way	Special exception to operate an entertainment establishment with alcoholic beverages.	2	7	ODU Village



Pending Land Use Actions
JUNE 22 - JULY 5

0 4,000 8,000 16,000 Feet

Superwards
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This map is for graphic purposes only.

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

CITY OF NORFOLK
OFFICE OF THE MAYOR

KENNETH COOPER ALEXANDER
MAYOR

July 8, 2016

The Honorable Angelia Williams Graves
The Honorable Mamie B. Johnson
The Honorable Andria P. McClellan
The Honorable Paul R. Riddick
The Honorable Thomas R. Smigiel, Jr.
The Honorable Theresa W. Whibley

Ladies and Gentlemen:

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

Thank you,

Kenneth Cooper Alexander
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 • keneth.alexander@norfolk.gov

CITY OF NORFOLK
OFFICE OF THE MAYOR

Paul D. Fraim
Mayor

July 8, 2016

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

1. 4:00 P.M. Council to assemble in the 10th floor conference room at City Hall for a Business Meeting.

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

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

NORFOLK, VIRGINIA

DOCKET FOR THE COUNCIL

TUESDAY, JULY 12, 2016 – 7:00 P.M.

Prayer to be offered by Imam Vernon M. Fareed, Masjid William Salaam, followed by the Pledge of Allegiance.

INVITATION TO BID

IB-1 **INVITATION TO BID** scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a long term Garage Parking Agreement, with a term of approximately twenty (20) years, for four hundred (400) parking spaces in the Fountain Park Garage located at 130 Bank.

PUBLIC HEARING

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 authorizing the sale to Virginia Natural Gas of a certain parcel of property measuring approximately 3,000 square feet in area, owned by the City of Norfolk and located south of **3488 Godwin Boulevard** in the City of Suffolk, for the sum of $2,400.00.

REGULAR AGENDA

R-1 Matter of a 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.

(NRHA has requested that this matter be continued to July 19, 2016)

R-2 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of automobile storage yard known as 'Aristocrat Towing' on properties located at **1132 to 1138 Harmony Road**," will be introduced in writing and read by its title.

R-3 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named 'Ya Ya Asian Gourmet House' on property located at **109 College Place, Suite A**," will be introduced in writing and read by its title.

R-4 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named 'Shiptown Seafood Company' on property located at **4314 Colley Avenue**," will be introduced in writing and read by its title.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named 'Wing Stop' on property located at **7750 Tidewater Drive, Building 3, Unit 305**," 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 and truck rental facility known as 'Hertz' on property located at **700 Monticello Avenue**," will be introduced in writing and read by its title.

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

An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named 'Orapax Inn' on property located at **1300 Redgate Avenue**," will be introduced in writing and read by its title.

R-7A An Ordinance entitled, "An Ordinance granting a **Special Exception** to permit mixed uses on property located at **911 Orapax Street**," will be introduced in writing and read by its title.

R-8 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the sale of alcoholic beverages for off-premises consumption at an establishment known as 'Corks and Caps' on property located at **240 East Main Street,**" will be introduced in writing and read by its title.

R-9 Letter from the City Manager and an Ordinance entitled, "An Ordinance to revoke the permission granted to **Monticello Arcade Limited Partnership and Christopher Corrie D/B/A Chartreuse Bistro** to encroach into the right of way at **205 E. City Hall Avenue** for the purpose of outdoor dining and to terminate the Encroachment Agreement," will be introduced in writing and read by its title.

R-10 Letter from the City Manager and an Ordinance entitled, "An Ordinance amending Section 1 of Ordinance No. 46,336, entitled 'An Ordinance approving a Lease Agreement with **Grace's Tailor Shop, Inc.** for the lease of city owned property located at **130 Bank Street** SO AS TO correct the name of the Lessee on the said Lease," will be introduced in writing and read by its title.

R-11 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a Grant Award of $275,000.00 from the **Virginia Department of Behavioral Health and Development Services** for the Norfolk Community Services Board to assist individuals with developmental disabilities in gaining access to and maintaining tenancy in their own housing and appropriating and authorizing the expenditure of the grant funds to provide the assistance" will be introduced in writing and read by its title.

R-12 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $6,237,603 in funding from the Commonwealth of Virginia for the Fiscal Year 2017 **Children's Services Act for At-Risk Youth and Families Funds Pool ("CSA") Services Program** and $639,899 from the Virginia Department of Juvenile Justice in Support of the Fiscal Year 2017 Virginia Juvenile Community Crime Control Act ("VJCCA") Program, appropriating and authorizing the expenditure of the funds and appropriating and authorizing the expenditure of $2,232,397 in local matching funds for CSA from the City through its Department of Human Services, and $300,000 from the School Board of the City of Norfolk and $639,899 of local matching funds for VJCCA from the City," will be introduced in writing and read by its title.

R-13 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting and appropriating the donation from the **Ghent Dog Park Association** of certain improvements to the Stockley Garden Dog Park, and authorizing the City Manager to enter into a Right of Entry and License Agreement with the Ghent Dog Park Association and its members, material suppliers and contracted service providers for work related to the dog park improvements," will be introduced in writing and read by its title.

R-14 Letter from the City Manager and a Resolution entitled, "A Resolution approving the **Norfolk Community Services Board's Performance Contract** with the Commonwealth for Fiscal Year 2017 renewable by mutual agreement for Fiscal Year 2018," 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 exercise by the **Economic Development Authority of the City of Norfolk of Powers conferred by the Industrial Development and Revenue Bond Act** in connection with the authority's issuance of a revenue and refunding bond in a principal amount not to exceed $32,000,000, the proceeds of which will be loaned to Norfolk Academy (the 'School') to be used in financing a program of capital improvements at the School's Campus at 1585 Wesleyan Drive, Norfolk, Virginia refunding certain prior bonds and paying certain costs" will be introduced in writing and read by its title.

R-16 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $16,784.09, plus interest to **Influance Hair Care, LLC** based upon the overpayment of its **Business Personal Property Tax for the years 2013 through 2015**," will be introduced in writing and read by its title.

C: Dir., General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

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

Subject: Acceptance of Bid for a Long-Term Parking Agreement for 400 parking spaces in the City of Norfolk in the Fountain Park Garage located at 130 Bank Street

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **IB-1**

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

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an Ordinance accepting a bid for a Long-Term Parking Agreement for four hundred (400) parking spaces in Fountain Park Garage located at 130 Bank Street. This parking garage has sufficient available capacity to accommodate the 400 parking spaces required by this agreement.

IV. **Analysis**
As stated above, sufficient capacity is available in the parking garage noted above to accommodate the potential demand of 400 total spaces. The term of the parking agreement would be twenty (20) years, with the option to extend the term for up to two (2) additional periods of five (5) years each. Because the term is in excess of five (5) years, the proposed lease must be bid in accordance with the requirements of sections 15.2-2100, 15.2-2101 and 15.2-2102 of the *Code of Virginia*.

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

VI. **Environmental**
N/A

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

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

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

6/3/2016MR

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING THE BID SUBMITTED BY _____ FOR A LONG TERM GARAGE PARKING AGREEMENT WITH A TERM OF APPROXIMATELY TWENTY (20) YEARS, WITH THE OPTION TO EXTEND THE TERM FOR UP TO TWO (2) ADDITIONAL PERIODS OF FIVE (5) YEARS EACH, FOR THE LEASE OF 400 PARKING SPACES IN THE FOUNTAIN PARK GARAGE LOCATED AT 130 BANK STREET IN THE CITY OF NORFOLK.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2100, et seq., of the Code of Virginia, 1950, as amended, the City of Norfolk has invited bids for a lease of 400 parking spaces in the Fountain Park Garage located at 130 Bank Street for a term of approximately twenty (20) years, with the option to extend the term for up to two (2) additional periods of five (5) years each, subject to certain terms and conditions; and

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

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

Section 1:- That _____, being the highest responsible bidder, its bid for a parking agreement with a term of approximately twenty (20) years, with the option to extend the term for up to two

(2) additional periods of five (5) years each, in accordance with the terms and conditions set forth in Exhibit A attached hereto, for 400 spaces in the Fountain Park Garage located at 130 Bank Street in the City of Norfolk, is hereby accepted.

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

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

EXHIBIT A

TERMS AND CONDITIONS OF PROPOSED LONG TERM GARAGE PARKING AGREEMENT

1. PROVISION OF PARKING.

During the Term of this Agreement, the City shall provide Tenant parking in the Garage subject to the following conditions:

(a) Parking capacity in the Garage of four hundred (400) parking spaces (the "Maximum Allocated Amount") will be made available by the City to Tenant to provide long term parking for the residents of the Project pursuant to this Agreement. Except as otherwise set forth herein, the parking spaces leased by Tenant pursuant to this Agreement shall be unreserved and will be "24/7" spaces, available twenty four (24) hours per day, seven days per week. Until such time as the Project is complete and a final certificate of occupancy is issued, Tenant shall have the right to utilize the spaces leased hereunder for its contractors, and employees working at the Project or the contractors or employees involved with the redevelopment of the building known as Two Commercial Place, provided that the spaces shall be "daytime" spaces available from 6:00 a.m. until 9:00 p.m.

(b) If the City reasonably determines that parking in the Garage is not sufficient to provide reliable parking to the Project's tenants pursuant to this Agreement because of its existing obligations to provide parking to the tenant of Two Commercial Place, the City shall have the right to relocate not more than _____ parking spaces of the Maximum Allocated Amount from Fountain Park Garage to other parking facilities owned by the City, which facilities will be located as conveniently to the Project as reasonably possible. In such event, the Maximum Allocated Amount shall be decreased by the number of such relocated spaces, and a maximum allocated amount equal to the decrease in the Maximum Allocated Amount for Fountain Park Garage shall be designated for the new location and shall be subject to the terms and conditions of this Agreement. The City shall provide at least thirty (30) days' prior written notice of such relocation to Tenant.

(c) Any of the parking capacity in the Garage that has not been designated for allocation to Tenant may be made available by City to the general public (including Tenant's guests) for transient parking on a non-exclusive, unreserved, first-come, first-served, open occupancy basis. Tenant specifically understands that maximum utilization of all parking spaces is extremely important to City, and Tenant covenants to do all things reasonably necessary to permit City to obtain such maximum utilization. On any given day, City shall have no obligation to make available to Tenant any parking in excess of the Maximum Allocated Amount.

(d) Subject to paragraph (e) below, the City shall charge Tenant and Tenant shall pay to the City _____ ($____) per month ("Parking fee"), commencing as of _____, for each of the parking spaces leased until such time as a certificate of occupancy is issued for residential use of all or any portion of the Project and thereafter the City shall charge the then current standard rate for the downtown residents parking in the Garage for the number of spaces that are issued to residents of the Project. Except as otherwise set forth in Section 1(a) above, Tenant shall

not permit any of the parking spaces leased hereunder to be used for any purpose other than parking for residents of the Project without the express consent of the City. In the event such consent is given, Tenant shall obtain the necessary Parking Permit and shall pay the applicable parking rate for any such parking space. Guests of Tenant or Tenant's tenants shall obtain Guest Parking Permits through the City's Parking Division at the standard, residential parking rate set by the City Council. Payment shall be made by Tenant in advance on or before the first day of each calendar month during the Term, as hereinafter defined, to the City of Norfolk, Division of Parking, 232 East Main Street, Norfolk, Virginia 23510 or to such other address as directed by the City.

(e) The term of this Agreement and the City's obligation to provide parking hereunder shall commence on _____ and shall continue for a period of approximately twenty (20) years until _____ (the "Term"). Tenant shall have the right to extend the Term by two (2) successive periods of five (5) years each by giving the City written notice of the exercise of such right not less than ninety (90) days prior to the commencement of the extension term for which the notice is given. Each such extension term, if exercised by Tenant, shall be on all of the terms and conditions as one applicable to the initial twenty (20) year term. A memorandum of this Agreement may be recorded in the land records of the City of Norfolk, Virginia, and the City agrees to execute and deliver to Tenant any such memorandum that accurately reflects the terms of this Agreement. Tenant may terminate this Agreement at any time by giving City not less than thirty (30) days prior written notice. Tenant may, at any time, lower the number of leased spaces with thirty (30) days' written notice to City and to Tenant's lender, if any. Such notice shall include a written statement by Tenant's lender, if any, that the Lender agrees to the reduction in the number of leased spaces to Tenant. The number of spaces leased by Tenant after any such reduction shall constitute the new Maximum Allocated Amount, which number shall not thereafter be increased without the written approval of the City Manager.

(f) Tenant understands, acknowledges and agrees that the Parking Fee may be increased from time to time by written notice from the City to Tenant in amounts proportionate to rate increases for the Garage enacted by the City Council of the City of Norfolk; however, the City agrees that such rates shall not exceed the applicable standard rates charged to other tenants in the Garage.

(g) Tenant may not charge residents of the Project or other permitted users of the parking spaces leased hereunder any parking related fees in excess of those established by the City for the Garage.

(h) Tenant agrees to cooperate in all reasonable respects with the City and use such systems as the City may reasonably adopt from time to time, after consulting with Tenant, in order to track actual use of parking spaces and the number of vehicles parked in the Garage, so long as such systems are generally consistent with those used in other comparable City owned garages to track similar uses of parking. Tenant agrees to, and agrees to cause its agents, employees and contractors to, use good faith in the use and administration of any such tracking systems in order to insure that each vehicle parked in the Garage through the Project-validated guest self-parking is accounted for pursuant to the terms of this Agreement. Tenant acknowledges and agrees that attempts by Tenant, its agents, employees or contractors to circumvent such tracking systems and park additional vehicles without payment therefor may constitute grounds for termination of this Agreement.

(i) Tenant shall have the option to administer the parking spaces leased hereunder, in which event the City shall provide parking passes directly to Tenant for issuance, which passes shall be subject to a replacement fee in the event of loss or damage, which fee is currently $5.00 per pass. Tenant shall issue passes for residential parking only to bona fide residents of the Project. Tenant shall provide a monthly accounting to the City of the parking spaces being utilized. The City shall have the right to audit the books and records of Tenant with respect to the parking spaces leased hereunder and to make copies of such records. Tenant shall keep a record of each person authorized to park in the Garage and the make and model of their vehicle.

2. OPERATION AND USE.

(a) The City or its designated operator shall continue to operate the Garage with all services and facilities normally associated with comparable public parking areas in the City of Norfolk.

(b) The City shall allow unimpeded and open access to permitted users of the Garage to and from the Garage at all times, i.e., twenty-four (24) hours per day, seven (7) days per week, including holidays.

(c) In addition to the parking spaces leased to Tenant, other parking spaces may be available on a non-exclusive, unreserved, self-parking, first-come, first-served, open-occupancy basis subject to such short-term and daily rates as the City establishes.

(d) Upon giving reasonable notice to Tenant, the City or its designated operator may restrict access to the Garage for the performance of necessary repairs or maintenance and such repairs or maintenance shall be completed as quickly as reasonably possible. If requested by Tenant, the City will provide replacement parking during such maintenance and repairs at other parking facilities owned by the City, and such facilities will be located as conveniently to the Project as reasonably possible.

(e) Use of the Garage by Tenant, its tenants, agents, employees, contractors and guests shall be subject to such reasonable rules and regulations as the City may adopt from time to time. The City shall reasonably and equitably enforce such rules and regulations.

3. MAINTENANCE AND REPAIR.

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

(b) In the event of any damage or destruction of all or any portion of the Garage, the City shall undertake promptly to repair or rebuild the Garage to provide as promptly as reasonably possible after the date of such damage or destruction, the Maximum Allocated Amount

of parking. During the period of any such repair or rebuilding, the City shall provide replacement parking as provided by paragraph 2(d).

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

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

(e) The City shall have the right to make and complete, using high quality workmanship and materials, such replacements, repairs, alterations and improvements to the Garage as it deems necessary or desirable in connection with the aforementioned usage consistent with applicable zoning laws. During the period of such replacements, repairs, alterations and improvements, the City shall provide replacement parking as provided by paragraph 2(d).

(f) In performing maintenance, the City shall use reasonable efforts to interfere as little as possible with the use, occupation and enjoyment of the Garage by Tenant. If possible, maintenance shall be confined to the area actually being so maintained.

4. TAX LIABILITY.

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

5. TITLE TO PROPERTY

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

6. INTEREST; ATTORNEYS' FEES.

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

7. INSURANCE; LIABILITY.

The City shall not be liable to Tenant or Tenant's tenants, employees, agents or contractors for any injury, damage, compensation or claim directly or indirectly relating to or arising out of any use of the Garage by Tenant tenants, employees, agents or contractors unless such

injury, damage, compensation or claim results from the City's gross negligence or willful misconduct.

8. ASSIGNMENT AND LEASING.

(a) Tenant may not assign this Agreement, in whole or in part, or, except as set forth in Section 1(a) above, lease all or any part of the parking spaces leased hereunder to anyone other than residents of the Project or other permitted users, except to (i) a purchaser of One Commercial Place, (ii) an Affiliate of Tenant, (iii) any lender as collateral for financing or (iv) any purchaser at a foreclosure sale, transferee pursuant to a deed in lieu of foreclosure, or any receiver appointed for the property. For purposes hereof, "Affiliate" shall mean as to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control with such person. For purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") of a person means the possession, directly or indirectly, of the power to vote more than 50% of the voting stock or membership interests of such person or to direct or cause the direction of the management and policies of such person, whether through the ownership of voting stock or membership interests, or by contract or otherwise. The City agrees to enter into any agreement reasonably requested by any lender or prospective lender to confirm that the assignment of this Agreement to the lender is permitted and to agree to give such lender notice of Tenant's default and a reasonable opportunity to cure such default. The foregoing notwithstanding, Tenant's administration of the parking spaces leased pursuant to the provisions of Section 1(h) shall not constitute an assignment for purposes of this Section 8.

9. NOTICES.

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

To the City:

City Manager
City of Norfolk
1100 City Hall Building
810 Union Street
Norfolk, VA 23510

with copies to:

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

Director of City Planning
500 City Hall
810 Union Street
Norfolk, Virginia 23510

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

To Tenant:

_____
_____
_____
_____

with a copy to:

_____
_____
_____
_____

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

10. TERMINATION.

In the event Tenant violates any provision of this Agreement or defaults in any of its obligations hereunder, the City may terminate this Agreement if Tenant fails to cure such violation or default within thirty (30) days after Tenant's receipt of written notice of the violation or default. The City agrees to give a simultaneous duplicate notice of default to any of Tenant's lenders for which Tenant has provided the City a notice address. Tenant shall have the right to terminate this Agreement at any time by giving the City thirty (30) days written notice prior to the effective date of the termination.

11. EASEMENT.

This Lease is subject to the rights, if any, of the grantee under that certain Easement Agreement dated as of June 4, 1997 by and between NationsBank, N.A. and Three Commercial Place Associates recorded in the Clerk's office of the Circuit Court of the City of Norfolk in Deed Book 2909 at page 0211.

12. ENTIRE AGREEMENT.

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

13. COMPLIANCE WITH FEDERAL IMMIGRATION LAW.

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

14. AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH.

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

15. MISCELLANEOUS.

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

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

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

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

C: Dir., Department of Utilities

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

From: Kristen M. Lentz, P.E., Director of Utilities

Subject: Conveyance of property located off Godwin Boulevard in the City of Suffolk

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

Ward/Superward: N/A

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-1**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk Department of Utilities

III. **Description:**
This agenda item is an ordinance authorizing the sale of a three thousand square foot parcel of property (the "property") owned by the City of Norfolk (the "City") to Virginia Natural Gas ("VNG"). The property is located off Godwin Boulevard south of 3488 Godwin Boulevard in Suffolk, Virginia.

IV. **Analysis**
The purchase of this property will allow VNG to upgrade and expand its gate station at this location as it owns the adjacent parcel. The property is located outside of the watershed and the conveyance will not impact the water quality of the City's drinking water reservoir. The property is not needed by the City for any of its municipal purposes.

V. **Financial Impact**
The property is proposed to be conveyed to Virginia Natural Gas for $2,400.

VI. **Environmental**
There is no environmental impact associated with this matter.

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Purchase and Sale Agreement

6/17/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Utilities

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE SALE TO VIRGINIA NATURAL GAS OF A CERTAIN PARCEL OF PROPERTY MEASURING APPROXIMATELY 3,000 SQUARE FEET IN AREA, OWNED BY THE CITY OF NORFOLK AND LOCATED SOUTH OF 3488 GODWIN BOULEVARD IN THE CITY OF SUFFOLK, FOR THE SUM OF $2,400.00, AND APPROVING THE PURCHASE AND SALE AGREEMENT.

- - -

WHEREAS, the City of Norfolk owns certain property located in the City of Suffolk south of 3488 Godwin Boulevard; and

WHEREAS, Virginia Natural Gas has offered to purchase a portion of the said property, measuring approximately 3,000 square feet in area, such portion being described in Exhibit A and shown on Exhibit B, attached hereto, from the City of Norfolk for the sum of $2,400.00; and

WHEREAS, Section 2(5) of the Norfolk City Charter grants the City of Norfolk the power to sell any of its property, whether located within or without the city; and

WHEREAS, it is the judgment of the Council that the property described in Exhibit A and shown on Exhibit B is not needed by the City of Norfolk for any of its municipal purposes and should be sold to Virginia Natural Gas, now therefore,

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

Section 1:- That the sale to Virginia Natural Gas of that certain parcel of property located south of 3488 Godwin Boulevard in the City of Suffolk, measuring approximately 3,000 square feet in area, described in Exhibit A and shown on Exhibit B, for the sum of $2,400.00, is hereby authorized and the Purchase and Sale Agreement, a copy of which is attached as Exhibit C, is hereby approved.

Section 2:- That upon receipt of the sum of $2,400.00 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 Virginia Natural Gas, 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, consistent with 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

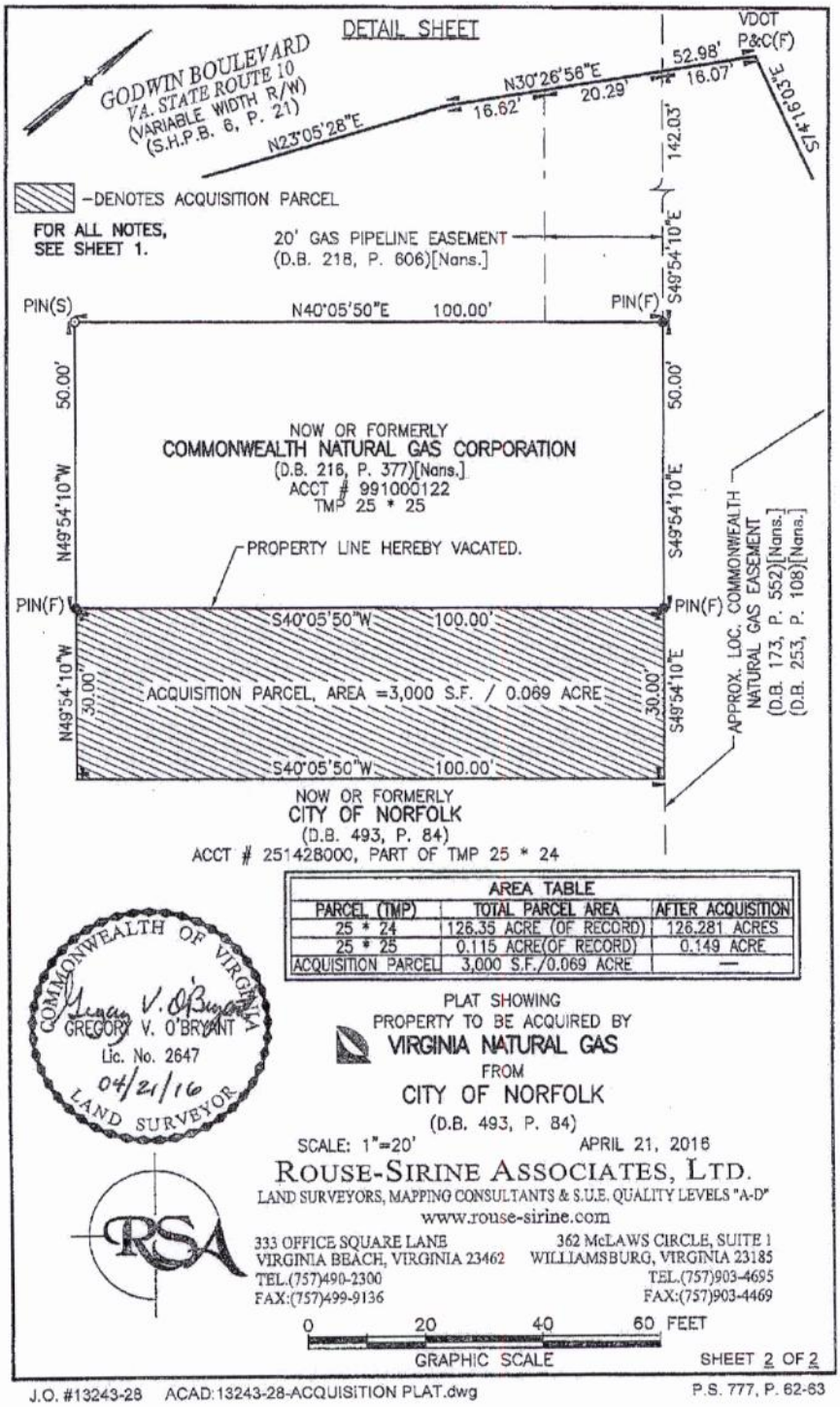
City of Norfolk Parcel located in Suffolk, Virginia
To Be Acquired by Virginia Natural Gas

A rectangular-shaped lot, piece or parcel of land situate, lying and being in the City of Suffolk, Virginia, said parcel being further described as follows: COMMENCING at a point located at the northeastern corner of the Commonwealth Natural Gas Corporation property; thence, running in a southeasterly direction along a bearing of S49°54'10"E, 50.00 feet to a point; said point being the Point Of Beginning and being the northeastern corner of the City of Norfolk parcel duly recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia in Deed Book 493, at Page 84; thence, continuing along a bearing of S49°54'10"E, 30.00 feet to a point; thence, along a bearing of S40°05'50"W, 100.00 feet to a point; thence, along a bearing of N49°54'10"W, 30.00 feet to a point; thence, along a bearing of N40°05'50"E, 100.00 feet to the Point Of Beginning, all as shown on that certain plat entitled "Plat Showing Property To Be Acquired By Virginia Natural Gas From City Of Norfolk" dated April 21, 2016.

The above-described parcel contains 0.069 acre of land, more or less.

June 10, 2016

EXHIBIT B TO ORDINANCE



28339002

EXHIBIT C TO ORDINANCE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made as of this ___ day of June, 2016, by and between the **CITY OF NORFOLK** ("City"), a municipal corporation of the Commonwealth of Virginia ("City"), and **VIRGINIA NATURAL GAS** ("VNG"), a Virginia public service corporation.

RECITALS

A. City is the owner in fee simple of a certain parcel of real property, together with all improvements thereon and all rights and appurtenances thereunto pertaining, located in the City of Suffolk, Virginia, the said parcel measuring approximately 3,000 square feet or 0.069 acre in size, and being further shown and described as "Acquisition Parcel Area – 3,000 S.F./0.069 Acre," on Sheet 2 of 2 of a certain plat dated April 21, 2016, prepared by Rouse-Sirine Associates, Ltd., entitled, "Plat Showing Property To Be Acquired By Virginia Natural Gas From City of Norfolk (D.B. 493, P.84)," a copy of which is attached hereto as Exhibit A and by this reference made a part hereof (the "Property").

B. VNG desires to purchase and City agrees to sell the Property in accordance with the terms and conditions of this Agreement.

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

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

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

2. PURCHASE PRICE. The purchase price (the "Purchase Price") for the Property is **Two Thousand Four Hundred and 00/100 Dollars ($2,400.00)**, and the Purchase Price will be paid in the form of a certified check or by wire transfer of funds at closing.

3. CLOSING.

(a) Closing will be made at the offices of the Norfolk City Attorney in Norfolk, Virginia 23510, or such other location as the parties may agree, on or before that date that is the earlier of (i) ten (10) business days following receipt by City of written notification from VNG that VNG has elected to proceed to closing, or (ii) thirty (30) days following VNG's receipt of the Approvals, as hereinafter defined (the "Closing Date"), but in no event shall the Closing Date be sooner than ten (10) business days from the date this Agreement has been fully executed by all parties (the "Effective Date"). Notwithstanding any provision of this Agreement to the contrary, (1) if closing has not occurred on or before October 1, 2017 (the "Outside Closing Date") through no fault of City, City and VNG shall each have the right, but not the obligation, to terminate this Agreement by giving written notice thereof to the other, in which event, the parties hereto shall have no further rights or obligations under this Agreement; (2) if VNG obtains all of the Approvals

prior to the Closing Date or prior to the Outside Closing Date, as applicable, VNG shall use commercially reasonable efforts to close on the purchase of the Property as soon as reasonably possible thereafter; and (3) if City exercises its right in (1) to terminate this Agreement, VNG shall have the right to require City to rescind such termination, if within thirty (30) days after receipt by VNG of City's termination notice, VNG advises City in writing that VNG will nevertheless close on the purchase of the Property, in which event VNG shall use commercially reasonable efforts to close on or before thirty (30) days following City's receipt of VNG's notice that it will close on the purchase of the Property, provided that VNG's obligation to close shall remain subject to all other terms, covenants, conditions and agreements set forth in this Agreement. For the purposes of this Agreement, City and VNG agree that all references therein to the Closing Date shall mean and include the Outside Closing Date, if applicable.

(b) In addition to the conditions set forth in Section 6 below and elsewhere in this Agreement, City and VNG expressly acknowledge and agree that the obligation of VNG under this Agreement to close on the purchase of the Property from City is subject to the satisfaction, as of the Closing Date, of each of the following conditions precedent:

i. City is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, and City shall have executed and delivered to Buyer an affidavit to this effect complying with the provisions of Section 1445 of the Internal Revenue Code of 1986;

ii. City shall have timely and properly performed and observed, in all respects, all covenants and agreements set forth in this Agreement to be performed and observed by City as of the Closing Date and City's representations and warranties contained in this Agreement are true and correct on the date when made and on the Closing Date as if made on and as of the Closing Date;

iii. As of the Closing Date, there shall have been no actual or threatened adverse change in the physical condition of the Property, including, but not limited to, any loss or damage to the Property or any improvements or fixtures located thereon by fire or other casualty or by City's failure to properly maintain and repair the Property or any part thereof, or by eminent domain or deed in lieu thereof;

iv. All Approvals (including, but not limited to, the City Council Approval, as hereinafter defined) shall be and remain in full force and effect as of the Closing Date and shall not have been modified or amended without VNG's prior written consent, in its sole discretion; and

v. City shall have prepared and executed and delivered the following to VNG: (1) the Deed (as hereinafter defined), in form and substance satisfactory to VNG, in its sole discretion; (2) a Form 1099, Form W-9, and Form R-5 from the Virginia Department of Taxation, and any other tax forms executed as are customary in real estate closings in Virginia; and (3) such documents, agreements, affidavits and instruments, (including, but not limited to, an affidavit as to mechanics' liens and possession) as shall be reasonably required by VNG or by VNG's title insurer as conditions to its issuance of an owner's title insurance policy acceptable to VNG, in its

sole discretion, as long as the production of any such documents does not require any monetary expenditure by the City.

4. CONVEYANCE.

(a) At closing, City shall convey good and marketable fee simple title to the Property, in its "AS IS" condition, to VNG by special warranty deed (the "Deed"), free and clear of all encumbrances, restrictions, easements, conditions, agreements, tenancies, liens (for taxes or otherwise) and other matters of survey or title, except as may otherwise be provided in this Agreement.

(b) The parties acknowledge that the City's obligation to convey the Property is subject to the approval of Norfolk City Council, after a public hearing, in the form of a duly adopted "30 day" ordinance (the "City Council Approval").

(c) Title. VNG shall have the right to obtain a commitment (the "Title Commitment") for issuance of an ALTA Owner's Policy of Title Insurance (the "Title Policy"), on which City shall be entitled to rely, at its sole risk and without any warranty or representation whatsoever by or from VNG as to accuracy or any other matter, as to City's interest in the Property. In the event that the Title Commitment discloses defects of title or other matters unsatisfactory to VNG, in its sole discretion, VNG may notify City in writing (an "Objection Notice"), within sixty (60) days after the Effective Date, of such title defects or other matters to which VNG objects. City covenants that it shall, at its cost and expense, cure all non-monetary title objections which may be cured by execution of a document requiring the signature of no party other than City (including any affidavits which may reasonably be required by VNG or its title insurer). City may notify VNG in writing (an "Objection Response"), within ten (10) business days after receiving an Objection Notice if it believes that the Objection Notice makes reference to any title defect or other matter that City cannot or elects not to cure (other than non-monetary title objections that may be cured by execution of a document requiring the signature of no party other than City). Upon receipt of an Objection Response from City, VNG shall have the option either to (i) terminate this Agreement by notice to City given within ten (10) business days after receipt of the Objection Response or (ii) accept the defects, exceptions or other matters referenced in such Objection Response and proceed to closing hereunder with no reduction of the Purchase Price, or (iii) to extend the Closing Date to provide City with additional time to cure all such defects, exceptions and other matters. City shall have the period until the Closing Date within which to correct all defects, exceptions or other matters that it is required or elects to cure, provided that City shall use its best efforts to cure all such defects, exceptions and other matters as quickly as possible.

(d) In the event this conveyance requires (i) a subdivision of the property of which the Property is a part and the recording of an approved subdivision plat under the Suffolk City Code or (ii) any other Approvals (as hereinafter defined), VNG shall be responsible, at its sole expense, for using its commercially reasonable efforts to obtain all such Approvals (with the exception of the City Council Approval to be obtained by the City) prior to closing. City agrees to execute all instruments and documents reasonably necessary to enable VNG to obtain all Approvals.

(e) City shall deliver exclusive possession of the Property to VNG at Closing, free and clear of all rights of tenants and other persons and entities to possession of the Property or any part thereof.

(f) City agrees to pay the costs and expenses of preparing the Deed and other documents and instruments required to be prepared or obtained by or on behalf of City under this Agreement. VNG will pay all other fees charged in connection with recordation of the Deed.

(g) The attorney or title company selected by VNG shall act as settlement agent at VNG's sole expense.

(h) Real estate taxes and assessments and utilities shall be prorated as of the Closing Date.

(i) VNG and City expressly acknowledge and agree that VNG's receipt of all final, non-appealable Approvals, acceptable to VNG, in its sole discretion, is a condition precedent to VNG's obligation to proceed to closing hereunder and that VNG shall have the right to terminate this Agreement in the event VNG is unable to obtain all such final, unappealable Approvals on or before by the Outside Closing Date.

(j) Upon execution of this Agreement by City and VNG, VNG shall have the right to commence efforts to obtain, at VNG's sole cost and expense, all approvals and permits from local, state and federal entities (collectively, the "Approvals") necessary or desirable, in VNG's sole discretion, for VNG's contemplated use and occupancy of the Property, including, but not limited to, any subdivision, site plan and/or boundary line adjustment approvals, the City Council Approval and the approvals described in subsections (d) and (i) above, subject only to such conditions and matters as are acceptable to VNG, in its sole discretion. City agrees to cooperate with VNG to the extent reasonably necessary for VNG to obtain the Approvals from the appropriate governmental authorities, and, in connection therewith, City agrees, promptly after request therefor, to execute such applications and other documents as may be requested by VNG and/or the appropriate governmental authorities in connection with obtaining the Approvals, but any such cooperation shall not entail any monetary expenditure by the City. In the event VNG, despite commercially reasonable efforts, is unable to obtain the Approvals by the Outside Closing Date, VNG shall have the right to terminate this Agreement, in which case the parties shall have no further rights or obligations whatsoever under this Agreement.

5. RIGHT OF ENTRY. VNG and VNG's authorized representatives may, at any reasonable time and after giving reasonable notice to City, enter upon the Property for the purpose of making inspections, appraisals, surveys, including, but not limited to, the cutting of survey lines and putting up markers and driving stubs and stakes, site analysis, engineering studies, core sampling for engineering reports, and locating existing rights of way, easements, and utilities. VNG will exercise this right of entry in such a way so as to not cause unreasonable damage to the Property. VNG agrees to indemnify and save harmless the City from all claims of liability for any bodily injury or property damage or otherwise to any person or property caused solely and directly by any action or omission of VNG or its agents before or after closing. This indemnity provision shall survive closing and shall not be merged in the Deed; provided, however, that VNG shall not

be responsible for and shall not be required to indemnify or hold harmless City for any pre-existing conditions which may be encountered by VNG or its agents, employees, representatives, contractors, successors or assigns, or for any injuries or damages caused or resulting from, in whole or in part, any act, omission, negligence or willful misconduct of City or any of its employees, agents, invitees, contractors, licensees, tenants, representatives, successors or assigns.

6. CONDITIONS. In addition to the satisfaction of other conditions contained in this Agreement, VNG's obligations are further expressly conditioned upon the satisfaction of each of the following conditions, in the sole determination of VNG. If any one of the following conditions cannot be met prior to the Closing Date, VNG may unilaterally terminate this Agreement or extend the Closing Date:

(a) Receipt of a satisfactory Title Commitment with all matters contained in the Objection Notice removed or cured;

(b) Receipt of a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by VNG at VNG's expense and such other studies, investigations, surveys, tests and reports as may be required or desired by VNG, in its sole discretion, all of which must be satisfactory to VNG, in its sole discretion;

(c) Receipt of a report satisfactory to VNG, in its sole discretion, of the results of testing of any underground or aboveground storage tanks located on the Property;

(d) Receipt of evidence satisfactory to VNG, in its sole discretion, that the Property is properly zoned for VNG's intended use and that any and all required variances or special use permits have been or can be obtained.

(e) Receipt of the Approvals, all of which must be satisfactory to VNG, in its sole discretion;

(f) Proper and timely satisfaction by City, as determined by VNG, in its sole discretion, of all of City's obligations under this Agreement; and

(g) Receipt of soil and other studies required or desired by VNG, all of which must be satisfactory to VNG, in its sole discretion.

7. ENVIRONMENTAL AND RELATED MATTERS.

(a) Definitions. As used in this Agreement, the following terms will have the following meanings:

i. **Contamination** means any release of a Hazardous Substance; Petroleum Substance or Product; polychlorinated biphenyl (PCB); asbestos or asbestos containing material; radon gas; or other substance considered to be a contaminant by professionals in the field of environmental assessments under standard commercial practice;

ii. **Hazardous Substance** means those substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9601(14), and includes any material that is toxic, flammable, explosive, or corrosive as these terms are defined by CERCLA. Petroleum Substances or Products as defined below are excluded.

iii. **Petroleum Substance or Product** means any material containing refined or crude oil, or any fraction thereof, and includes natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas. Hazardous Substances as defined above are excluded.

iv. **Environmental Assessments** have the meanings understood by professionals in the field of environmental assessments, which may include, but shall not be limited to, screening the Property for existing or threatened Contamination and screening the Property for such other and further inquiries and examinations as are required or desired by VNG.

v. **Release** means occurrences as defined by CERCLA, 42 U.S.C. §9601(10), and includes any intentional or accidental discharging, spilling, leaking, pumping, pouring, injecting, escaping, leaching, dumping, disposing, or emitting into the environment.

(b) Environmental Assessments and Soil Studies.

i. VNG, at VNG's expense, may have soil studies and Environmental Assessments of the Property and any other studies, investigations, examinations, tests, surveys and reports performed by qualified consultants (the "Consultants") selected by VNG. A copy of the Environmental Assessments will be made available to City, together with copies of any supplemental reports or assessments.

ii. VNG and its agents, Consultants, representatives, employees, contractors, successors and assigns shall have the right to make such excavations, borings and drilling as may be reasonably necessary to perform such environmental assessments, soil studies and other tests, studies, analyses, investigations, surveys and examination.

8. REPRESENTATIONS AND WARRANTIES BY SELLER. City represents and warrants as of the date of this Agreement and as of the Closing Date that:

(a) City has the right, title, and authority to enter into this Agreement and to perform its obligations hereunder, subject to the provisions of Section 4(b) above;

(b) The entry and performance of this Agreement by City will not breach any other agreement with any other party or create a violation of any applicable law, rule, or regulation;

(c) To the best of the City's knowledge, the Property fully complies with all environmental and other federal, state, and local laws, regulations, rules and requirements. City has no knowledge or reason to believe that the Property does not fully comply with any such federal, state or local laws, regulations or requirements;

(d) City has no knowledge or reason to believe that any Hazardous Substance, Petroleum Substance or Product, asbestos, asbestos containing material, or PCBs are being or have, in the past, been manufactured, treated, stored, sold, or disposed on the Property or on property adjacent to the Property;

(e) City has no knowledge of or reason to believe there exists, or has in the past, existed on the Property or on property adjacent to the Property any soil, surface water, groundwater, or structural or other Contamination or threat of such Contamination;

(f) City has no knowledge of or reason to believe there exists, or has in the past, existed on property adjacent to the Property any Contamination of, or threat of Contamination to, soil, surface water, groundwater, or otherwise;

(g) City has no knowledge of or reason to believe there exists on the Property any environmental liens, restrictions, notifications, or conditions regarding the release, treatment, storage, or disposal of Hazardous Substances or Petroleum Products, and City has no knowledge of or reason to believe that any such liens, restrictions, notifications or conditions are or have been claimed or threatened relating to the Property;

(h) City has no knowledge of or reason to believe there exists, or has in the past, existed any notice, claim, or assertion by anyone that there are any underground storage tanks on the Property;

(i) City has no knowledge of or reason to believe that there exists, or has in the past, existed any administrative proceedings, litigation, or any notices, claims, or assertions of a violation of any environmental, health, or safety law or regulation affecting the Property; and

(j) There are no existing boundary, water or drainage disputes of which the City has any knowledge, or reason to believe currently exists.

(k) No leases or rights of possession of the Property or any part thereof to tenants or other persons or entities are in effect or will be in effect at Closing.

(l) City has no knowledge of or reason to believe that there are any graveyards, cemeteries or graves or artifacts of historical significance on the Property.

All of the representations, warranties and covenants of City contained in this Agreement or in any document delivered to VNG pursuant to the terms of this Agreement (i) shall be true and correct in all material respects as of the Closing Date, just as though the same were made at such time, and (ii) VNG's rights to enforce such representations, warranties and covenants shall survive any termination of this Agreement or the closing and shall not be merged into any documents delivered by City at closing. City shall inform VNG immediately if any of City's representations or warranties in this Agreement is or becomes untrue or inaccurate or misleading. VNG shall have the right to require City to execute a certificate at closing confirming the accuracy of the representations and warranties contained in this Agreement.

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

VNG:	Virginia Natural Gas 544 S. Independence Boulevard Virginia Beach, Virginia 23452 Attention: Dennis Devasia, Associate Engineer
With Copies to:	Michael C. Partee, Esquire Senior Environmental Counsel 1844 Ferry Road, Floor 7W Naperville, Illinois 60563
	Mary Jo Diana Senior Land Management Agent 10 Peachtree Place Atlanta, Georgia 30309
	Neil S. Kessler, Esquire Troutman Sanders LLP 1001 Haxall Point, 15th Floor Richmond, Virginia 23219
City:	City of Norfolk Attn: Bernard Pishko, City Attorney 900 City Hall Building Norfolk, Virginia 23510

10. PRORATIONS. All rents, interest, taxes, and insurance premiums, if any, will be prorated as of the Closing Date.

11. RISK OF LOSS. All risk of loss or damage to the Property by fire, windstorm, casualty, eminent domain or threat thereof or deed in lieu thereof or other cause is assumed by City until closing. In the event of any loss or damage to the Property before closing, VNG will have the option of either:

(a) Terminating this Agreement, or

(b) Affirming this Agreement and proceeding to closing.

12. BROKERAGE OR AGENT'S FEES. Each of the parties represents to the other that it has not retained or used the services of a broker, finder or agent in connection with this transaction and that no fees or commissions shall be payable to any brokers, agents or finders in connection with or related to this transaction (the "Commissions").

13. DEFAULT AND REMEDIES.

(a) If the sale and purchase contemplated by this Agreement is not consummated because of City's or VNG's default, the non-defaulting party may elect to:

i. Terminate this Agreement;

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

iii. Pursue all other rights or remedies available at law or in equity, including an action for damages.

(b) If either City or VNG defaults under this Agreement, the defaulting party will be liable for any expenses incurred by the non-defaulting party in connection with the enforcement of its rights under this Agreement.

(c) These remedies are cumulative and non-exclusive and may be pursued at the option of the non-defaulting party without a requirement of election of remedies.

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

15. WAIVER. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of the term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or more times be deemed a waiver or relinquishment of the right or power at any other time or times.

16. SEVERABILITY. This Agreement will be construed in its entirety and will not be divisible, except that the invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

17. CAPTIONS. Captions are used in this Agreement for convenience only and will not be used to interpret this Agreement or any part of it.

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

19. CHOICE OF FORUM/JURISDICTION. The parties hereby consent to the jurisdiction and venue of the courts of the Commonwealth of Virginia, specifically to the courts of the City of Norfolk, Virginia, and to the jurisdiction and venue of the United States District Court for the Eastern District of Virginia in connection with any action, suit, or proceeding arising

out of or relating to this Agreement and further waive and agree not to assert in any action, suit, or proceeding brought in the City of Norfolk, Virginia, or the Eastern District of Virginia that the parties are not personally subject to the jurisdiction of these courts, that the action, suit, or proceeding is brought in an inconvenient forum or that venue is improper.

20. WAIVER OF TRIAL BY JURY. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENTS OR INSTRUMENTS AND THE ENFORCEMENT THEREOF, INCLUDING ANY CLAIM OF INJURY OR DAMAGE TO ANY PARTY OR THE PROPERTY OF ANY PARTY.

21. SUCCESSOR/ASSIGNMENT. This Agreement will be binding upon and the obligations and benefits hereof will accrue to the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement shall not be assigned by VNG without City's written consent. If this Agreement is assigned by VNG with the City's written consent, VNG will nevertheless remain fully liable for its performance.

22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each will be considered an original, and together they will constitute one Agreement.

23. FACSIMILE SIGNATURES. Facsimile signatures will be considered original signatures for the purpose of execution and enforcement of the rights delineated in this Agreement.

24. IRS REPORTING REQUIREMENTS. For the purpose of complying with any information reporting requirements or other rules and regulations of the Internal Revenue Service ("IRS") that are or may become applicable as a result of or in connection with the transaction contemplated by this Agreement including, but not limited to, any requirements set forth in proposed Income Tax Regulation Section 1.6045-4 and any final or successor version thereof (the "IRS Reporting Requirements"), City and VNG hereby designate and appoint VNG's title insurer 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. Without limiting the responsibility and obligations of VNG's title insurer as the Reporting Person, City and VNG 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 VNG each retain an original counterpart of this Agreement for at least four (4) years following the calendar year of the Closing.

WITNESS the following duly authorized signatures and seals:

(SIGNATURE PAGES TO FOLLOW)

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on 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, 2016, have acknowledged the same before me in my City and State aforesaid.

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

_____
Notary Public
Registration No._____

APPROVED AS TO CONTENTS:

_____
Director, Department of Utilities

APPROVED AS FORM AND CORRECTNESS:

_____
Deputy City Attorney

VIRGINIA NATURAL GAS

By: _____
Name (Printed): _____
Title: _____

STATE OF _____
CITY/COUNTY OF _____:

I, _____, a Notary Public in and for the City/County of _____, in the State of _____, whose term of office expires on _____, do hereby certify that _____, _____ (Title) of Virginia Natural Gas whose name is signed to the foregoing Purchase and Sale Agreement, has acknowledged the same before me in my City/County 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 No._____

EXHIBIT A

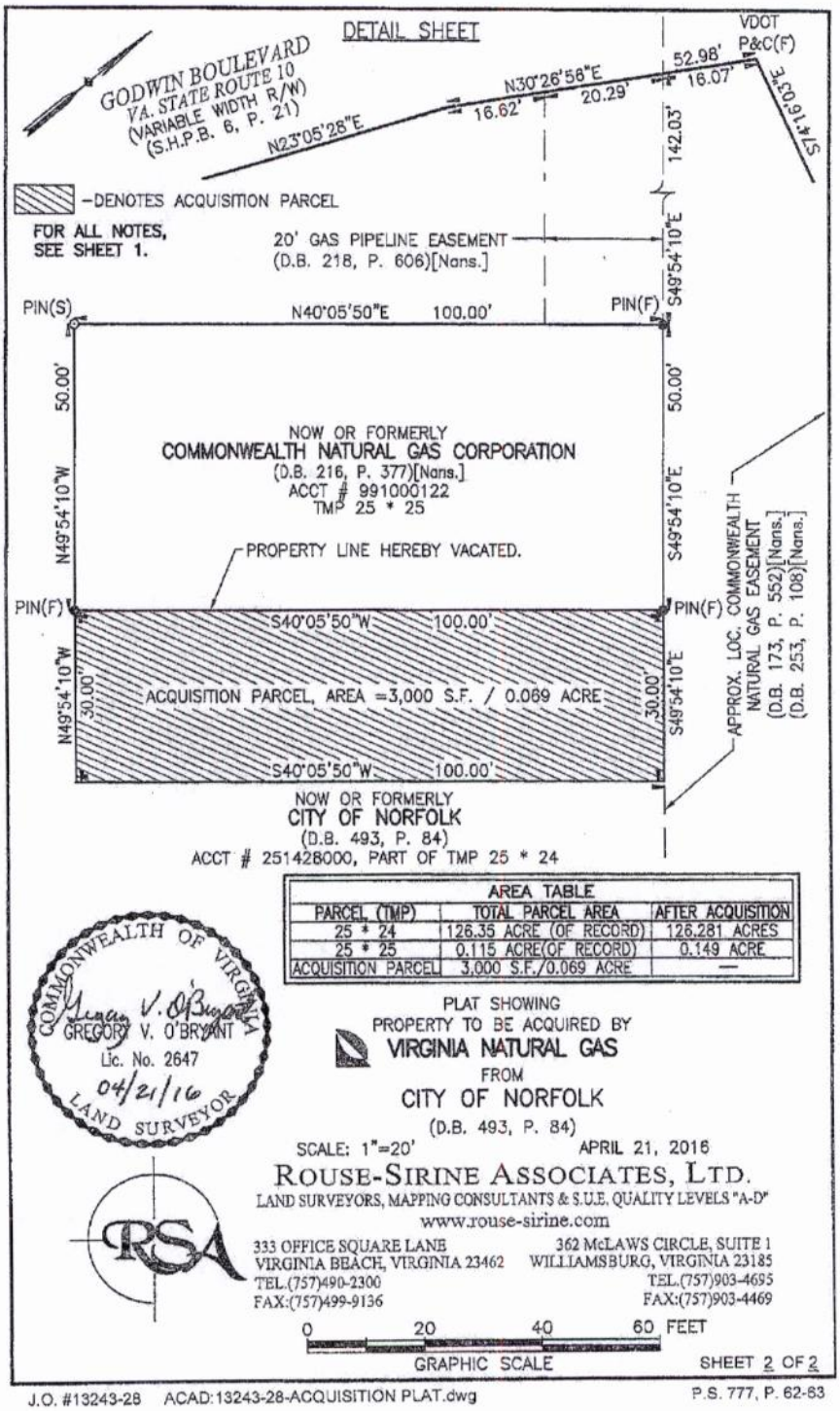
City of Norfolk Parcel located in Suffolk, Virginia
To Be Acquired by Virginia Natural Gas

A rectangular-shaped lot, piece or parcel of land situate, lying and being in the City of Suffolk, Virginia, said parcel being further described as follows: COMMENCING at a point located at the northeastern corner of the Commonwealth Natural Gas Corporation property; thence, running in a southeasterly direction along a bearing of S49°54'10"E, 50.00 feet to a point; said point being the Point Of Beginning and being the northeastern corner of the City of Norfolk parcel duly recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia in Deed Book 493, at Page 84; thence, continuing along a bearing of S49°54'10"E, 30.00 feet to a point; thence, along a bearing of S40°05'50"W, 100.00 feet to a point; thence, along a bearing of N49°54'10"W, 30.00 feet to a point; thence, along a bearing of N40°05'50"E, 100.00 feet to the Point Of Beginning, all as shown on that certain plat entitled "Plat Showing Property To Be Acquired By Virginia Natural Gas From City Of Norfolk" dated April 21, 2016.

The above-described parcel contains 0.069 acre of land, more or less.

June 10, 2016

EXHIBIT B



AREA TABLE		
PARCEL (TMP)	TOTAL PARCEL AREA	AFTER ACQUISITION
25 * 24	126.35 ACRE (OF RECORD)	126.281 ACRES
25 * 25	0.115 ACRE(OF RECORD)	0.149 ACRE
ACQUISITION PARCEL	3,000 S.F./0.069 ACRE	—

COMMONWEALTH OF VIRGINIA
GREGORY V. O'BRYANT
Lic. No. 2647
04/21/16
LAND SURVEYOR

PLAT SHOWING
PROPERTY TO BE ACQUIRED BY
VIRGINIA NATURAL GAS
FROM
CITY OF NORFOLK
(D.B. 493, P. 84)

SCALE: 1"=20' APRIL 21, 2016

ROUSE-SIRINE ASSOCIATES, LTD.
LAND SURVEYORS, MAPPING CONSULTANTS & S.U.E. QUALITY LEVELS "A-D"
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 20 40 60 FEET
GRAPHIC SCALE

SHEET 2 OF 2

J.O. #13243-28 ACAD:13243-28-ACQUISITION PLAT.dwg P.S. 777, P. 62-83

28339002

R-1 Request received from Norfolk Redevelopment and Housing Authority to continue this matter to July 19.

02/17/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

RESOLUTION

R-1

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.

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

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

Subject: **Special Exception to operate an Automobile Storage Yard at 1132-1138 Harmony Road – Aristocrat Towing**

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

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-2

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

II. **Commission Action:** By a vote of **5 to 0**, the Planning Commission recommends **Approval.**

III. **Request:** Special Exception to operate an automobile storage yard.

IV. **Applicant:** **Aristocrat Towing**

V. **Description:**
- The site is located on the east side of Harmony Road north of Sabre Road.
- The site is surrounded primarily by industrial uses with some institutional uses nearby.
- The site was previously operated as a contractor's office with a storage yard.
  - All vehicles and material in the storage yard are screened from direct view from the public right-of-way.

VI. **Historic Resources Impacts**
The building is not located within a federal, state, or local historic district.

VII. **Public Schools Impacts**
This site is located in the Ingleside Elementary School, Lake Taylor Middle School and Lake Taylor 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 June 23, 2016 with attachments
- Ordinance

Proponents and Opponents

Proponents
Ernie Cooper – Applicant
1132 Harmony Road
Norfolk, VA 23503

Opponents
None

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016

Executive Secretary: George M. Homewood, FAICP, CFM

Planner: Matthew Simons, AICP, CZA, CFM

Staff Report	**Item No.: 10**	
Address	**1132-1138 Harmony Road**	
Applicant	**Aristocrat Towing**	
Request	**Special Exception**	**Automobile Storage Yard**
Property Owner	Pickett Road Associates	
Site Characteristics	Site/Building Area	29,692 sq. ft./ 3,813 sq. ft.
	Future Land Use Map	Industrial
	Zoning	I-2 (Light Industrial)
	Neighborhood	N/A
	Character District	Suburban
Surrounding Area	North	I-2: Womack Contractors
	East	I-2: Vacant warehouse
	South	I-2: Jack's Towing
	West	I-2 and IN-1 (Institutional): Hampton Roads Church

A. Summary of Request

- The site is located on the east side of Harmony Road north of Sabre Road.
- The applicant proposes to operate an automobile storage yard on the site.

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 zoned I-2 (Light Industrial) district which permits the use by Special Exception.
- The site is surrounded primarily by industrial uses with some institutional uses nearby.
- The site was previously operated as a contractor's office with a storage yard.
  - All vehicles and material in the storage yard are screen from direct view from the public right-of-way.

ii. Parking

- The site is located in the Suburban Character District.
- Parking for automobile storage yards is primarily limited by the space present on the site.
- The site is required to maintain seven parking spaces at the front of the site along Harmony Road to provide daily parking to the employees and patrons of the site.

ii. Flood Zone

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

D. Transportation Impacts

N/A

E. Historic Resources Impacts

The building is not located within a federal, state, or local historic district.

F. Public Schools Impacts

The site is located in the Ingleside Elementary School, Lake Taylor Middle School and Lake Taylor High School Attendance Zones.

G. Environmental Impacts

If the site provides storage to wrecked vehicles then an oil/water separator must be installed upon an improved surface in order properly contain and dispose of any vehicle fluids that may be leaked from wrecked vehicles.

H. Impact on Surrounding Area/Site

- The site is surrounded by similar industrial uses, including two existing tow lots.
- Landscaping will be maintained along the Harmony Road frontage to screen the automobile storage yard from the public right-of-way.

I. Payment of Taxes

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

J. Civic League

Notice was sent to the management of the Pointe at Pickett Farms apartment community on May 20.

K. Communication Outreach/Notification

- Legal notice was posted on the property on May 17.
- Letters were mailed to all property owners within 300 feet of the property on June 9.
- Legal notification was placed in *The Virginian-Pilot* on June 9 and June 16

L. Recommendation

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

Special Exception Conditions – Automobile Storage Yard

(a) 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, 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 maintained for any portion of the site which will store wrecked vehicles, subject to any limitation or preemption that may exist by operation of state law. No wrecked vehicles shall be permitted anywhere upon the site until after this device is installed.

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

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

(d) 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.

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

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

(g) No wrecked or inoperative vehicles shall be kept on site without an appropriate contract obligation. All such wrecked and/or inoperative vehicles shall be removed upon completion of insurance matters or upon obtaining title to the car if abandoned.

Attachments:

Location map
Zoning map
Application
Notice to the Pointe at Pickett Farms Community

6/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF AN AUTOMOBILE STORAGE YARD KNOWN AS "ARISTOCRAT TOWING" ON PROPERTIES LOCATED AT 1132 TO 1138 HARMONY ROAD.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the operation of an Automobile Storage Yard known as "Aristocrat Towing" on properties located at 1132 to 1138 Harmony Road. The properties which are the subject of this Special Exception are more fully described as follows:

> Properties front 50 feet, more or less, along the eastern line of Harmony Road beginning 332 feet, more or less, from the northern line of Sabre Road and extending northwardly; premises numbered 1132 to 1138 Harmony Road.

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

(a) 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, 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 maintained for any portion of the site on which wrecked vehicles are stored, subject to any limitation or preemption that may exist by operation of state law. No wrecked vehicles shall be permitted anywhere upon the site until after this device is installed.

(b) All landscaping installed on the site shall be

maintained in a healthy growing condition at all times and shall be replaced when necessary.

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

(d) 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

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

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

(g) No wrecked or inoperative vehicles shall be kept or stored on site without a current storage contract obligation. All such wrecked or inoperative vehicles shall be removed upon resolution of all insurance-related matters or, if abandoned, upon obtaining title to the vehicle.

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;

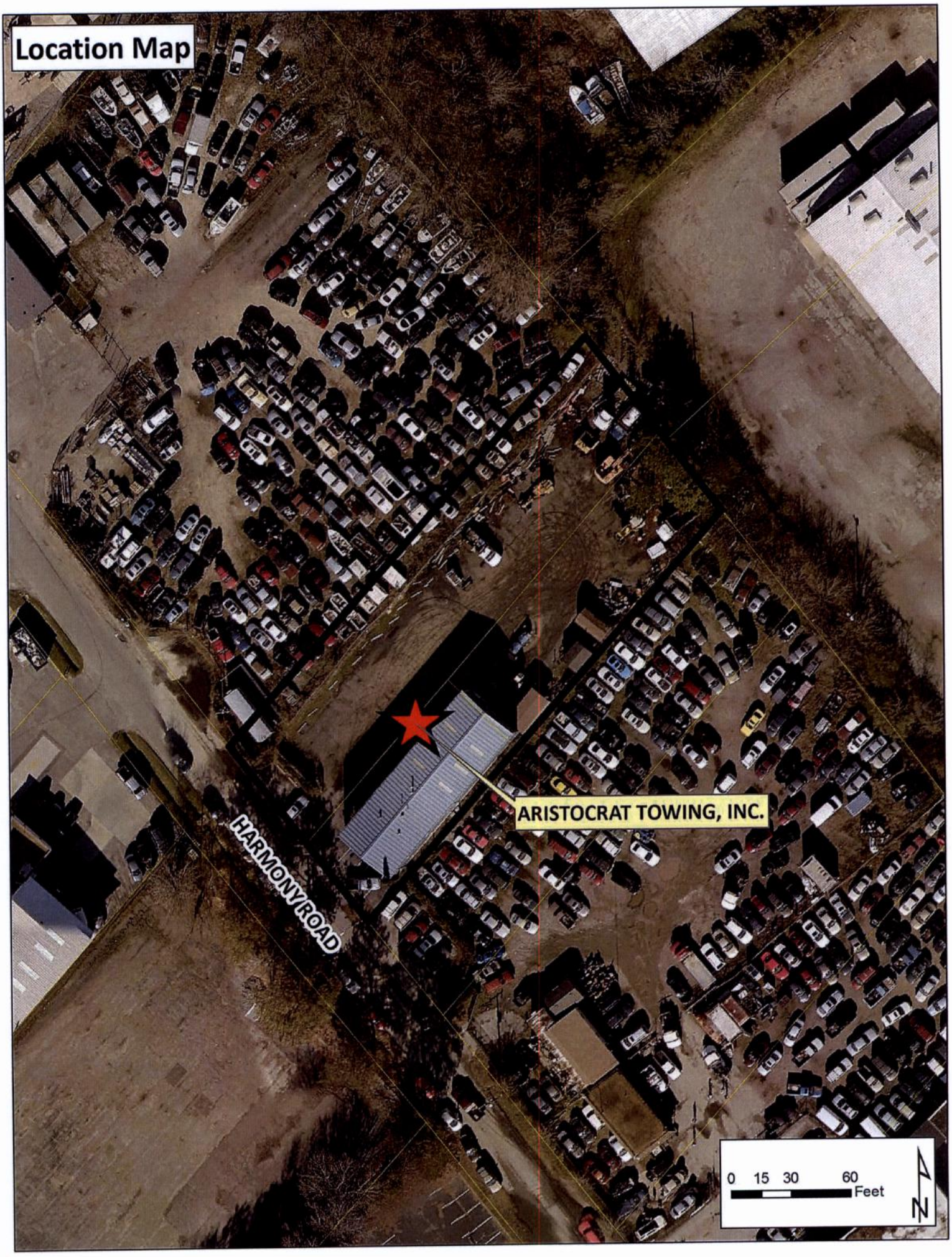
(i) The proposed use and development will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special exception uses of all types on the immediate neighborhood and the effect of the proposed type of special exception use on the city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

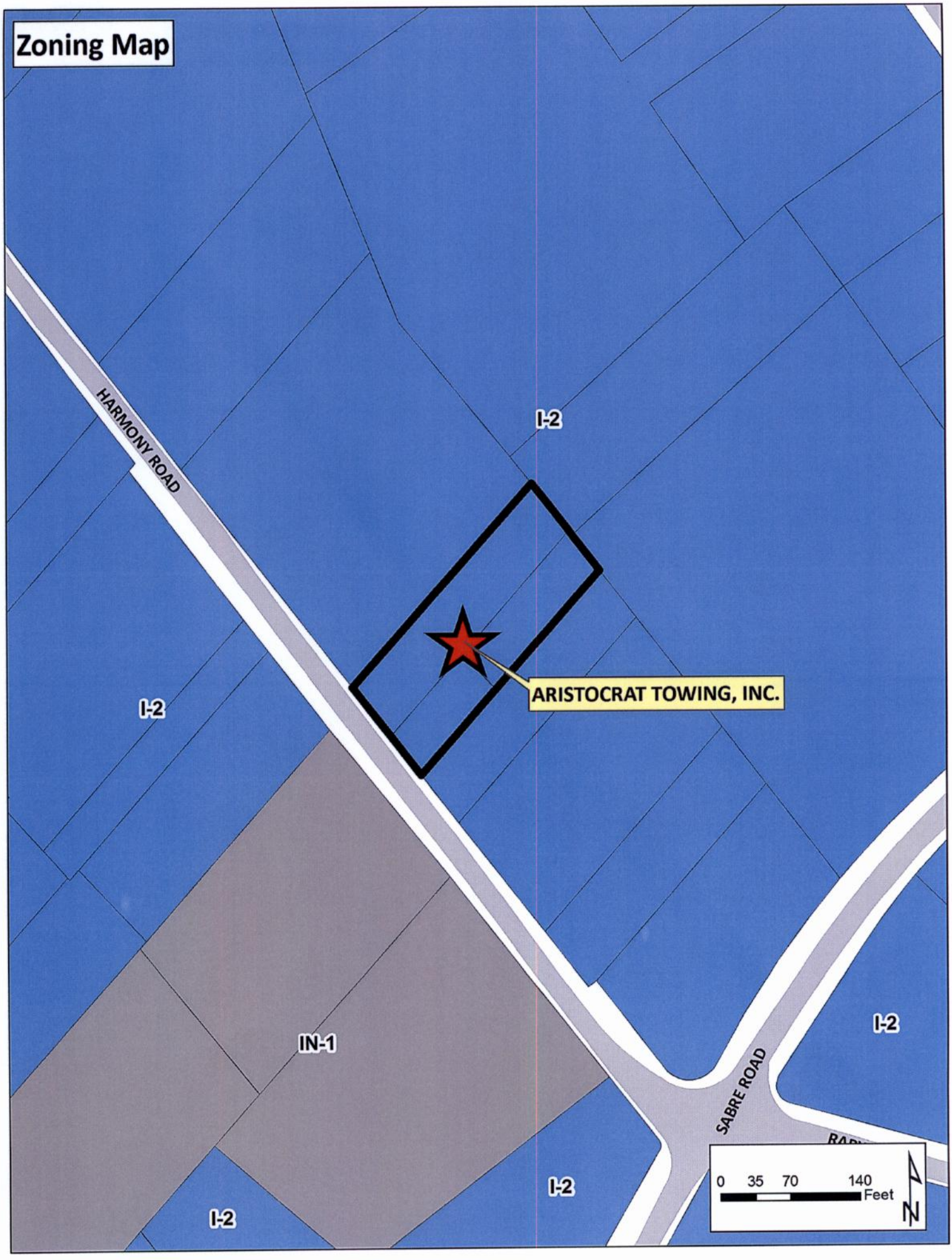
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

(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
ARISTOCRAT TOWING, INC.
HARMONY ROAD
0 15 30 60
Feet
N


Zoning Map
HARMONY ROAD
I-2
ARISTOCRAT TOWING, INC.
I-2
IN-1
I-2
SABRE ROAD
I-2
I-2
0 35 70 140
Feet
N

APPLICATION
SPECIAL EXCEPTION

Special Exception for: 1132/1138 Harmony ST. Norfolk

Date of application: _____

DESCRIPTION OF PROPERTY

Property location: (Street Number) 1132 (Street Name) Harmony Rd

Existing Use of Property _____

Current Building Square Footage 3,813

Proposed Use VEHICLE IMPOUND

Proposed Square Footage _____

Proposed Hours of Operation:

Weekday From 24 HR PER DAY To _____

Friday From 7 DAYS A Week To _____

Saturday From _____ To _____

Sunday From _____ To _____

Trade Name of Business (If applicable) ARISTOCRAT TOWING, INC

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) Cooper (First) Earnest (MI) A. Jr.

Mailing address of applicant (Street/P.O. Box): 80 f Bowling Grn. Trl.

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

Daytime telephone number of applicant (757) 4355206 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) Cooper (First) Earnest (MI) A. Jr

Mailing address of applicant (Street/P.O. Box): 1132 Harmony St

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

Daytime telephone number of applicant (757) 4355206 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) Pickett Road Enterprises LLC (First) / Stenke, George (President) (MI)

Mailing address of property owner (Street/P.O. box): 1132 Harmony Rd

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

Daytime telephone number of owner (757) 536-1991 email: gstenke@cox.net

CIVIC LEAGUE INFORMATION

Civic League contact: NO Civic League

Date(s) contacted: _____

Ward/Super Ward information: 7 | Angelia Williams Graves

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.

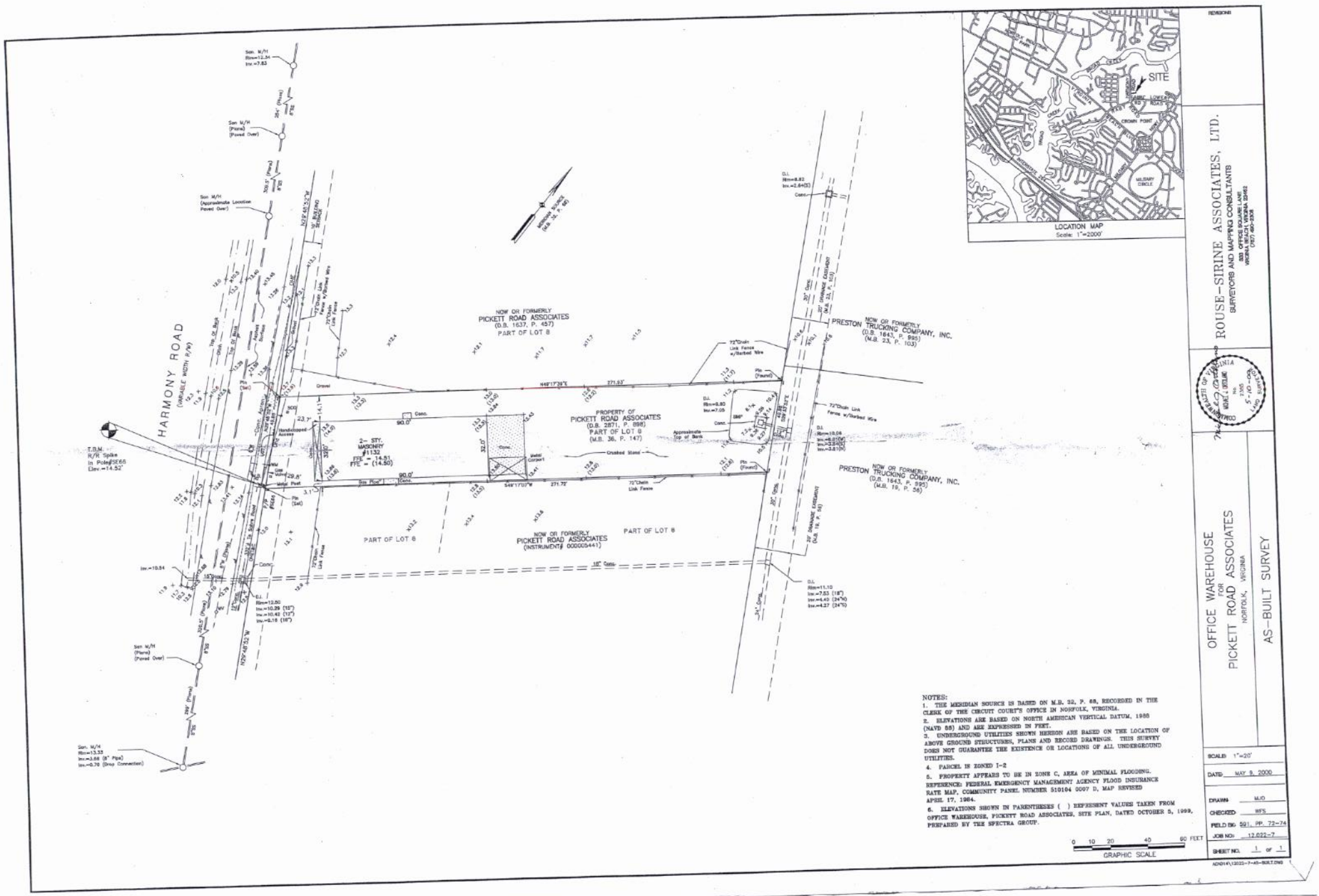
CERTIFICATION:
I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: George Stenke for Pickett Road Enterprises LC (Property Owner) **Sign:** _____ 4 / 26 / 16 (Date)

Print name: Ernest A. Copp (Applicant) **Sign:** _____ 4/26/16 (Date)

ONLY NEEDED IF APPLICABLE:

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



NOTES:
1. THE MERIDIAN SOURCE IS BASED ON M.B. 32, P. 68, RECORDED IN THE CLERK OF THE CIRCUIT COURT'S OFFICE IN NORFOLK, VIRGINIA.
2. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD 88) AND ARE EXPRESSED IN FEET.
3. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON THE LOCATION OF ABOVE GROUND STRUCTURES, PLANS AND RECORD DRAWINGS. THIS SURVEY DOES NOT GUARANTEE THE EXISTENCE OR LOCATIONS OF ALL UNDERGROUND UTILITIES.
4. PARCEL IS ZONED I-2
5. PROPERTY APPEARS TO BE IN ZONE C, AREA OF MINIMAL FLOODING. REFERENCE: FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 510104 0007 D, MAP REVISED APRIL 17, 1984.
6. ELEVATIONS SHOWN IN PARENTHESES ( ) REPRESENT VALUES TAKEN FROM OFFICE WAREHOUSE, PICKETT ROAD ASSOCIATES, SITE PLAN, DATED OCTOBER 5, 1999, PREPARED BY THE SPECTRA GROUP.

REVISIONS

ROUSE-SIRINE ASSOCIATES, LTD.
SURVEYORS AND MAPPING CONSULTANTS
333 OFFICE SQUARE
VIRGINIA BEACH, VIRGINIA 23462
(757) 490-2306

COMMONWEALTH OF VIRGINIA
No. 2305
5-10-00
LAND SURVEYOR

OFFICE WAREHOUSE
FOR
PICKETT ROAD ASSOCIATES
NORFOLK, VIRGINIA

AS-BUILT SURVEY

SCALE: 1"=20'
DATE: MAY 9, 2000
DRAWN: MJO
CHECKED: WFS
FIELD BK: 591, PP. 72-74
JOB NO: 12.022-7
SHEET NO. 1 OF 1

AD\2\12022-7-AS-BUILT.DWG

Simons, Matthew

From: Simons, Matthew
Sent: Friday, May 20, 2016 3:16 PM
To: 'tfranklin@tfjgroup.com'
Subject: new Planning Commission application - 1132-1138 Harmony Road
Attachments: application.pdf

Taylor,
Attached please find the application for a special exception for the operation of an automobile storage yard (tow lot) at 1132-1138 Harmony Road. I'm sending this to you because of the proximity of the proposed operation to the Point at Pickett Farm community.

The item is tentatively scheduled for the June 23, 2016 Planning Commission public hearing.

If you have any questions/concerns please feel free to contact me.

Matthew Simons, AICP, CZA, CFM
City Planner II

THE CITY OF NORFOLK
City Planning
810 Union Street, Suite 508
Norfolk, VA 23510
757-664-4750

Connect with us:
www.norfolk.gov

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

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

Subject: **Special Exception to operate an eating and drinking establishment at 109 College Place, Suite A – Ya Ya Asian Gourmet House**

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-3

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

II. **Commission Action:** By a vote of **5 to 0**, the Planning Commission recommends **Approval.**

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

IV. **Applicant:** **Bin Chen**

V. **Description:**

- The site is located Downtown on College Place, west of the corner of Granby Street and College Place.
- The applicant proposes to serve alcoholic beverages for on-premises consumption at Ya Ya Asian Gourmet House, an existing restaurant.

	Proposed
Hours of Operation and for the Sale of Alcoholic Beverages	11:00 a.m. until 10:30 p.m., Monday through Saturday 11:00 a.m. until 10:00 p.m., Sunday
Seating Capacity	42 seats indoors 0 seats outdoors 47 total capacity

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 June 23, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM GH
Planner: Chris Whitney, CFM CW

Staff Report	Item No. 14	
Address	**109 College Place, Suite A**	
Applicant	**Ya Ya Asian Gourmet House**	
Request	**Special Exception**	**Eating and Drinking Establishment**
Property Owner	Krm Properties, LLC	
Site Characteristics	Building Area/Space	4,788 sq. ft./1,800 sq. ft.
	Future Land Use Map	Downtown
	Zoning	D-3 (Freemason/Granby Conservation and Mixed Use District) and HO-D (Downtown Historic Overlay)
	Neighborhood	Downtown
	Character District	Downtown
Surrounding Area	North	D-3: Tidewater Community College plaza
	East	D-3: Urban Outfitters
	South	D-3: The Tazewell Hotel
	West	D-3: Bugatti's

A. Summary of Request

- The site is located Downtown on College Place, west of the corner of Granby Street and College Place.
- The applicant proposes to serve alcoholic beverages for on-premises consumption at Ya Ya Asian Gourmet House, an existing restaurant.

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.

	Proposed
Hours of Operation and for the Sale of Alcoholic Beverages	11:00 a.m. until 10:30 p.m., Monday through Saturday 11:00 a.m. until 10:00 p.m., Sunday
Seating Capacity	42 seats indoors 0 seats outdoors 47 total capacity

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 (Low to Moderate) and X (Shaded) Flood Zones, which are low-risk flood zones.

D. Transportation Impacts

- No new trips are forecast related to the proposed addition of on-premises alcohol sales at this existing restaurant.
- Granby Street near 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 three 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 May 11.
- An email of no objection was received from the Downtown Norfolk Civic League on May 11.

L. Communication Outreach/Notification

- Legal notice was posted on the property on May 17.
- Letters were mailed to all property owners within 300 feet of the property on June 9.
- Legal notification was placed in *The Virginian-Pilot* on June 9 and June 16.

M. Recommendation

Staff recommends **approval** of the special exception request subject to the conditions below:

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be from 11:00 a.m. until 10:30 p.m. Monday through Saturday and from 11:00 a.m. until 10:00 p.m. Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 42 seats indoors, no seats

outdoors, and the total occupant capacity, including employees, shall not exceed 47 people.

(c) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever is earlier.

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

(e) The establishment shall remain current on all food and beverages taxes and other local taxes which may become due while it is in operation.

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

(h) A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.

(i) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this Special Exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new Special Exception must be obtained prior to implementing such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

(j) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this Special Exception. This Special Exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(k) There shall be no entertainment, no dancing, and no dance floor provided.

(l) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(m) A copy of this Adult Use Special Exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this Adult Use Special Exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

Attachments

Location Map
Zoning Map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
Notice to the Downtown Norfolk Civic League and Downtown Norfolk Council
Email of no objection from the Downtown Norfolk Civic League

Proponents and Opponents

Proponents
Rick Henn – Representative
1400 Granby Street, Unit 407
Norfolk, VA 23510

Opponents
None

06/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: CW

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN EATING AND DRINKING ESTABLISHMENT NAMED "YA YA ASIAN GOURMET HOUSE" ON PROPERTY LOCATED AT 109 COLLEGE PLACE, SUITE A.

- - -

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

Section 1:- That a Special Exception is hereby granted to Ya Ya Gourmet House, Inc. authorizing the operation of an eating and drinking establishment named "Ya Ya Asian Gourmet House" on property located at 109 College Place, Suite A. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 25 feet more or less along the southern line of College Place beginning 107 feet, more or less, from the western line of Granby Street and extending westwardly; premises numbered 109 College Place, suite A.

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be limited to 11:00 a.m. until 10:30 p.m. Monday through Saturday and from 11:00 a.m. until 10:00 p.m. on Sunday.

(b) The seating for the establishment shall not exceed 42 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 47 people.

(c) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation of the establishment as described in the

Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever is earlier.

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

(e) The establishment shall remain current on all food and beverages taxes and other local taxes which may become due while it is in operation.

(f) 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.

(g) 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.

(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 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.

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

(k) 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.

(l) A copy of this Adult Use Special Exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this Adult Use Special Exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

Section 3:- That the City Council hereby determines that the Special Exception granted herein complies with each of the requirements of § 25-7 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), namely that:

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

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

(c) The proposed use and development will not have an adverse effect upon the character of the area or

the public health, safety and general welfare. Conditions may be applied to the proposed use and development, as specified in section 25-8 below, to mitigate potential adverse impacts;

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

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

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

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

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

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

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

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

Section 4:- That the Special Exception granted hereby amends the previously granted special exceptions permitting the operation of an entertainment establishment, adopted on June 4, 2002 (Ordinance No. 40,731), and an eating and drinking establishment, adopted on February 9, 2010 (Ordinance No. 43,732). 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 5/2/16

Trade name of business Ya Ya Gourmet House, Inc.

Address of business 109 A College PL, Norfolk, VA 23510

Name(s) of business owner(s)* Bin Chen, Yi Ting Cheng

Name(s) of property owner(s)* _____

Daytime telephone number (917) 535-5970

*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 10:00 PM	Weekday	From 11:00 AM	To 10:30 PM
Friday	From 11:00 AM	To 10:30 PM	Friday	From 11:00 AM	To 10:30 PM
Saturday	From 11:00 AM	To 10:30 PM	Saturday	From 11:00 AM	To 10:30 PM
Sunday	From 11:00 AM	To 10:00 PM	Sunday	From 11:00 PM	To 10:00 PM

2. Type of ABC license applied for (check all applicable boxes)
☒ On-Premises ☐ Off-Premises (additional application required)

3. Type of alcoholic beverage applied for
☒ Beer ☒ Wine ☐ Mixed Beverage

4. Will indoor or outdoor entertainment be provided?
(Entertainment consists of anything more than one, unamplified musician)
☐ Yes (Different application required) ☒ No

DEPARTMENT OF CITY PLANNING
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Norfolk, Virginia 23510
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(Revised January 2015)

Exhibit A – Page 2
Eating and Drinking Establishment

5. Will video games, pool tables, game boards or other types of games be provided?
   ☐ Yes (If more than 4, additional application required) ☒ No

   5a. If yes, please describe type and number of each game to be provided

   _____

   _____

6. Will patrons ever be charged to enter the establishment?
   ☐ Yes ☒ No

   6a. If yes, why

   _____

   _____

   6b. Which days of the week will there be a cover charge (circle all applicable days)?

   Monday Tuesday Wednesday Thursday Friday

   Saturday Sunday

7. Will the facility or a portion of the facility be available for private parties?
   ☐ Yes ☒ No

   7a. If yes, explain

   _____

   _____

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

   8a. If yes, explain

   _____

   _____

9. Will there ever be a minimum age limit?
   ☐ Yes ☒ No

Exhibit A – Page 3

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(Revised January 2015)

Eating and Drinking Establishment

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

3 YEARS IN LOCATION

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

Cheri

Signature of Applicant

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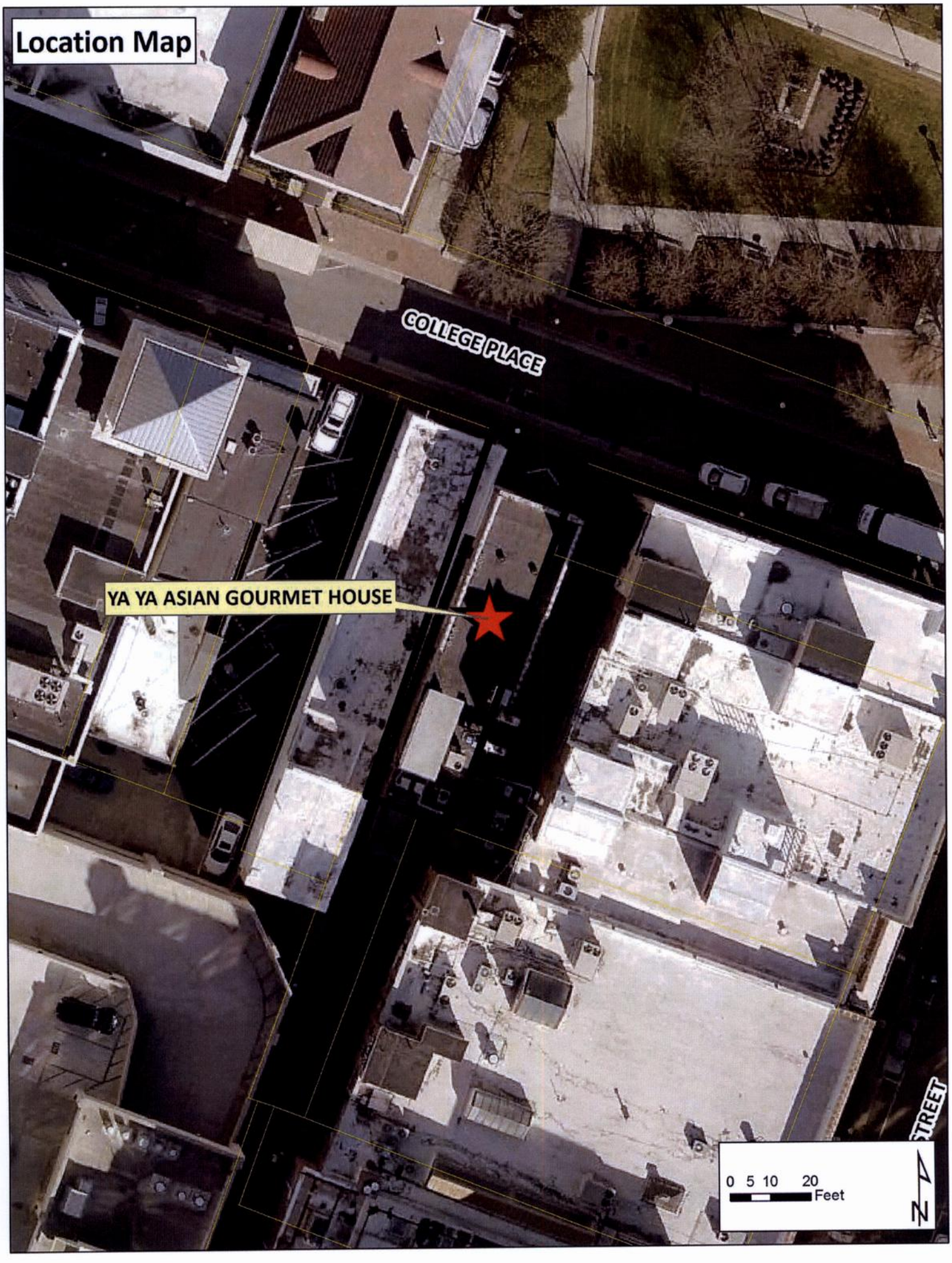
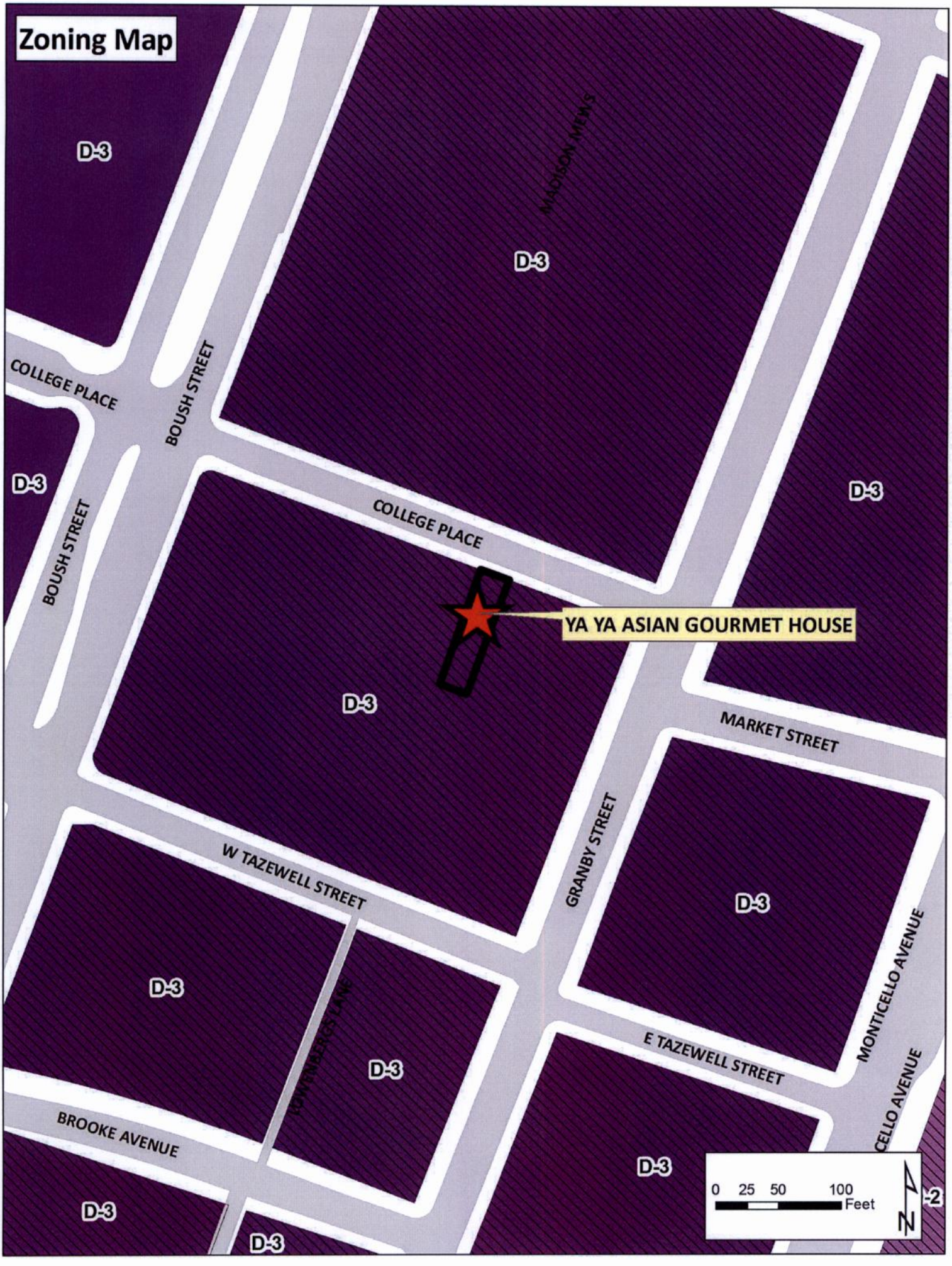
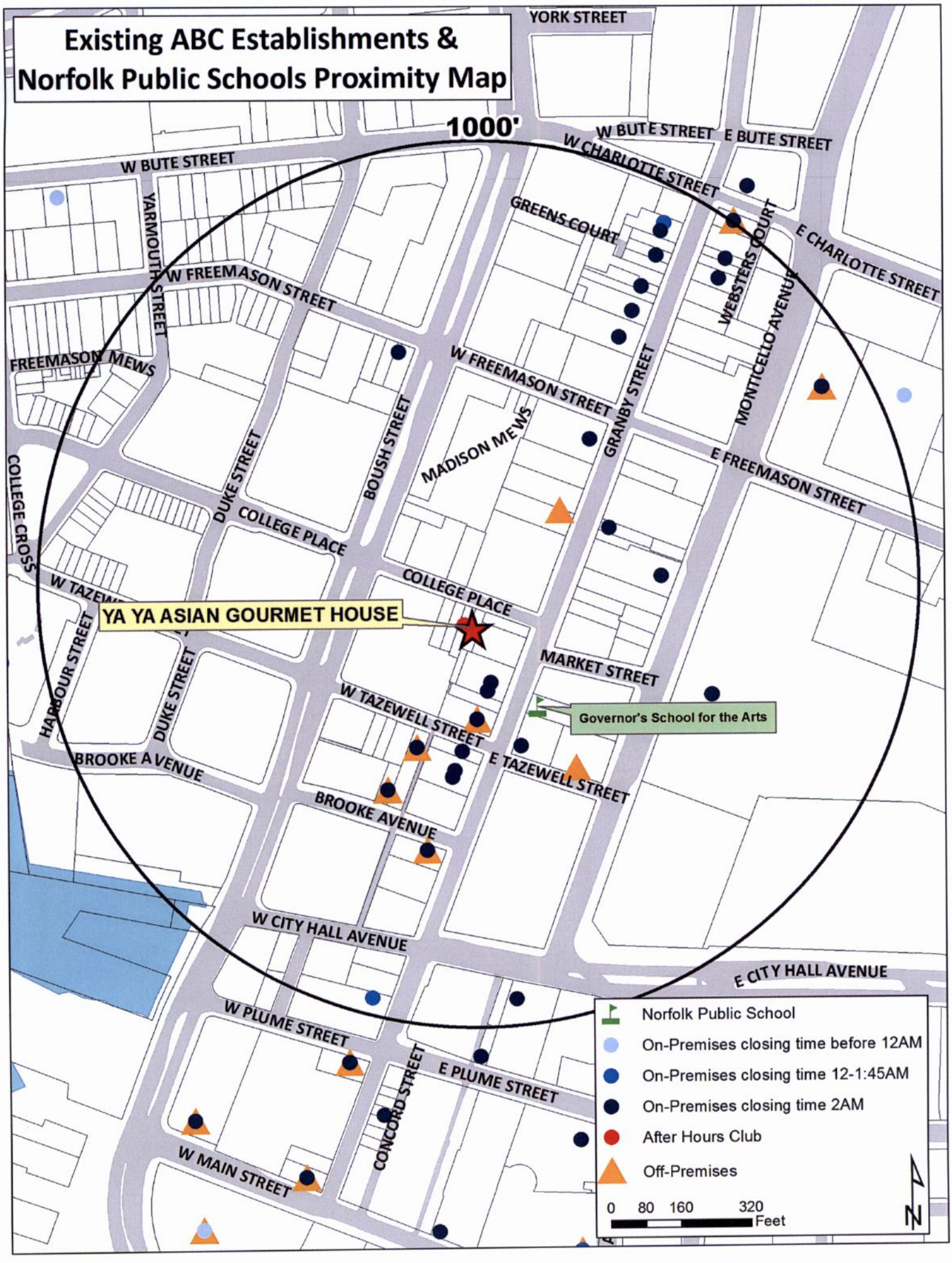
(Revised January 2015)


Location Map
COLLEGE PLACE
YA YA ASIAN GOURMET HOUSE
0 5 10 20
Feet
N


Zoning Map
D-3
MADISON MEWS
COLLEGE PLACE
BOUSH STREET
YA YA ASIAN GOURMET HOUSE
MARKET STREET
GRANBY STREET
W TAZEWELL STREET
E TAZEWELL STREET
MONTICELLO AVENUE
BROOKE AVENUE
0 25 50 100
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
YORK STREET
W BUTE STREET
E BUTE STREET
W CHARLOTTE STREET
E CHARLOTTE STREET
GREENS COURT
WEBSTERS COURT
MONTICELLO AVENUE
YARMOUTH STREET
W FREEMASON STREET
FREEMASON MEWS
GRANBY STREET
E FREEMASON STREET
BOUSH STREET
MADISON MEWS
DUKE STREET
COLLEGE CROSS
COLLEGE PLACE
YA YA ASIAN GOURMET HOUSE
MARKET STREET
HARBOUR STREET
W TAZEWELL STREET
E TAZEWELL STREET
Governor's School for the Arts
BROOKE AVENUE
W CITY HALL AVENUE
E CITY HALL AVENUE
W PLUME STREET
E PLUME STREET
CONCORD 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
EATING AND DRINKING ESTABLISHMENT
(Please print)

Date 5/2/16

DESCRIPTION OF PROPERTY

Address 109 A College PL

Existing Use of Property Restaurant

Proposed Use Restaurant

Current Building Square Footage 1800 ft

Proposed Building Square Footage 1600 ft

Trade Name of Business (if applicable) YA YA Gourmet House Inc

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

1. Name of applicant: (Last) Chen (First) Bin (MI) ____

Mailing address of applicant (Street/P.O. Box): 109A College PL

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

Daytime telephone number of applicant ( ) 757-282-6688 Fax ( ) 757-282-6387

E-mail address of applicant: yayanorfolk@gmail.com

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

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) HEWN (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: RickHewnconsulting@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) MURPHY (First) KEVIN (MI) R.

Mailing address of property owner (Street/P.O. box): 109-B COLLEGE PL.

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

Daytime telephone number of owner (757) 626-3865 email: KRMPROPERTIES@VERIZON.NET

CIVIC LEAGUE INFORMATION

Civic League contact: KEVIN R. MURPHY (DNCL)

Date(s) contacted: 5-02-16

Ward/Super Ward information: WARD 2 / SUPER WARD 6

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: KEVIN R. MURPHY (Property Owner) **Sign:** _____ 5/02/16 (Date)

Print name: BIN CHEN (Applicant) **Sign:** _____ 5/02/16 (Date)

ONLY NEEDED IF APPLICABLE:

Print name: _____ (Authorized Agent Signature) **Sign:** RICK HRNCIR 5/2/16 (Date)

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Norfolk, Virginia 23510
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Exhibit A – Floor Plan(s) Worksheet
Eating and Drinking Establishment

- Complete this worksheet based for each floor plan submitted with application.

- Floor plan must be prepared by a registered design professional and include:
  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Outdoor seating
  - Total maximum capacity (including employees)

Total capacity

a. **Indoor**
   Number of seats (not including bar seats) 42
   Number of bar seats 0
   Standing room 0

b. **Outdoor**
   Number of seats 0

c. **Number of employees** 5

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 47

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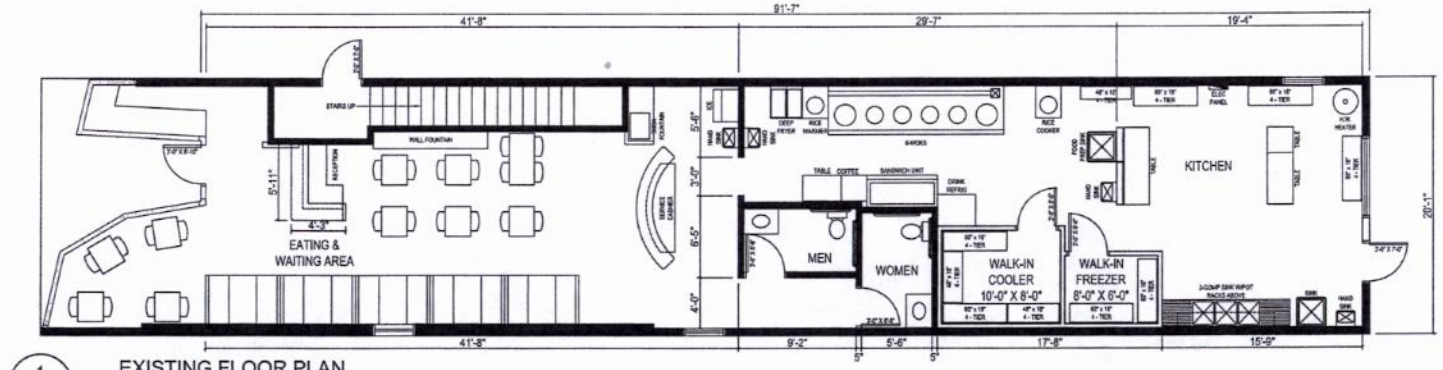


1
A101

EXISTING FLOOR PLAN

1/4" = 1'-0"

WORK PROGRAM ARCHITECTS

YA YA ASIAN BISTRO

109 COLLEGE PLACE BLDG. NORFOLK, VIRGINIA 23510

10 OCT 2013
DATE

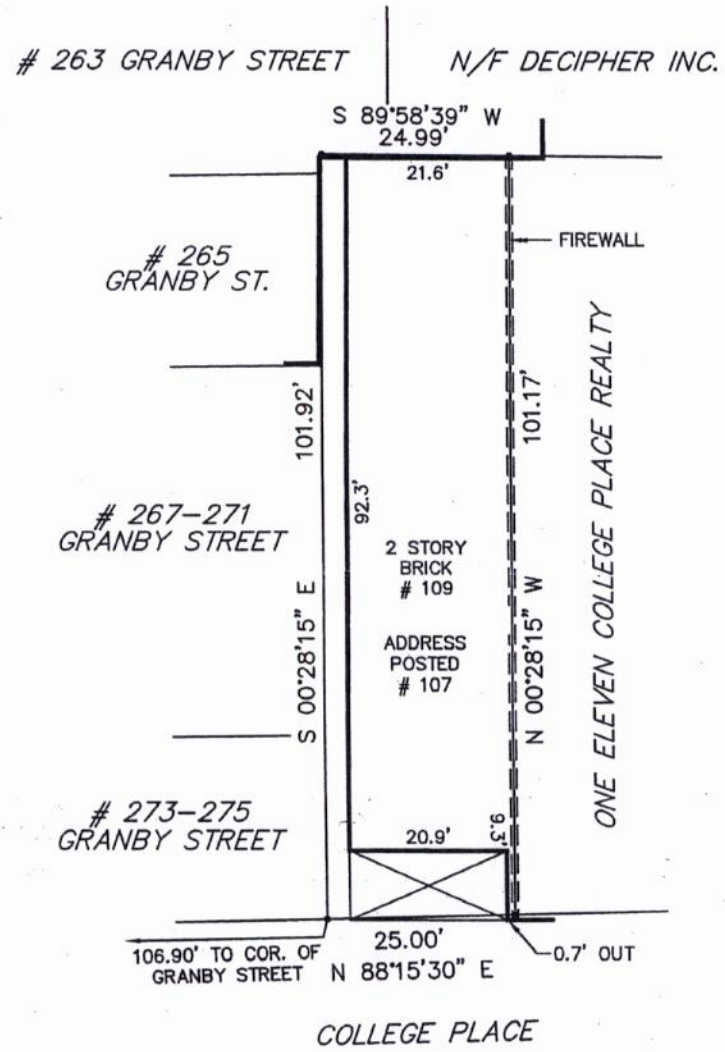
A101

THIS IS TO CERTIFY THAT I, ON SEPT. 15, 2006, 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 "C" FLOOD ZONE ACCORDING TO F.E.M.A. MAP PANEL NO. 510104–0017D, REVISED APR. 17, 1984.
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
109 COLLEGE PLACE
PROPERTY OF
COMMONWEALTH NATIONAL BANK
NORFOLK, VIRGINIA
FOR
KEVIN R. MURPHY

DATE: SEPT. 15, 2006
SCALE: 1" = 20'
NOTE: FOR PLAT SEE
D.B.364B PG.452
NORFOLK, VA.

COMMONWEALTH OF VIRGINIA
WARD M. HOLMES
CERTIFICATE No.
1403
VIRGINIA
Ward M Holmes
9-15-06
LAND SURVEYOR

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

DRAWN BY: DJB

PROJECT NO. 061667

236/46

Whitney, Chris

From: Straley, Matthew
Sent: Wednesday, May 11, 2016 10:41 AM
To: Miller, Mary; 'dncl@welovenorfolk.org'
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Whitney, Chris
Subject: new Planning Commission application - 109 College Place
Attachments: YaYaGourmet.pdf

Ms. Miller and Mr. Murphy,

Attached please find the application for a special exception to operate an eating and drinking establishment at 109 College Place, suite A.

The purpose of the request is to allow the existing eating establishment to offer alcoholic beverages to their customers.

The item is tentatively scheduled for the June 23, 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, May 11, 2016 10:54 AM
To: Straley, Matthew; Miller, Mary; dncl@welovenorfolk.org
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Whitney, Chris
Subject: RE: new Planning Commission application - 109 College Place
Attachments: YaYaGourmet.pdf

Matthew,

The DNCL will not object to this application.

Thanks,

Kevin

From: Straley, Matthew [mailto:Matthew.Straley@norfolk.gov]
Sent: Wednesday, May 11, 2016 10:41 AM
To: Miller, Mary <mmiller@downtownnorfolk.org>; dncl@welovenorfolk.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 - 109 College Place

Ms. Miller and Mr. Murphy,

Attached please find the application for a special exception to operate an eating and drinking establishment at 109 College Place, suite A.

The purpose of the request is to allow the existing eating establishment to offer alcoholic beverages to their customers.

The item is tentatively scheduled for the June 23, 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:

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

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

Subject: **Special Exception to operate an eating and drinking establishment at 4314 Colley Avenue – Shiptown Seafood Company**

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-4

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

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

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

IV. **Applicant:** **Shiptown Seafood Company**

V. **Description:**

- The site is located in the C-2 district, which permits the proposed use by special exception.

	Previous (Eva's)	Proposed
Hours of Operation and for the Sale of Alcoholic Beverages	4:00 p.m. until 12:00 midnight Monday through Thursday 4:00 p.m. until 2:00 a.m. Friday and Saturday 11:00 a.m. until 12:00 midnight Sunday	10:00 a.m. until 10:00 p.m., Seven days a week
Outdoor dining	4:00 p.m. until midnight Monday through Saturday 11:00 a.m. until 12:00 midnight Sunday	10:00 a.m. until 10:00 p.m., Seven days a week
Capacity	• 43 indoor seats • 44 outdoor seats • 103 total capacity	Same
Mixed Use	Second story dwelling unit	Same

VI. Historic Resources Impacts

- The building is not located within a federal, state, or local historic district.
  - The existing building is more than 50 years old and is eligible for designation.

VII. Public Schools Impacts

The site is located in the Larchmont Elementary School, Blair Middle School and Maury High School Attendance Zones.

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

Attachments:

- Staff Report to CPC dated June 23, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Staff: Susan Pollock Hart, CFM

Staff Report	Item No. 13	
Address	**4314 Colley Avenue**	
Applicant	**Shiptown Seafood Company**	
Request	**Special Exception**	**Eating and drinking establishment**
Property Owner	Natalie, LLC	
Site Characteristics	Site Area/Space	2,500 sq. ft./2,340 sq. ft.
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial)
	Neighborhood	Highland Park
	Character District	Traditional
Surrounding Area	North	C-2: Office and retail
	East	C-2: Lafayette River
	South	C-2: Mack's Barge restaurant
	West	C-2: Cogan's; Greater Grinders, Turbo Wash

A. Summary of Request

- The site is located Downtown at the southeast intersection of 44th Street and Colley Avenue.
- The applicant proposes to operate a restaurant serving alcohol to the patrons for on-premises consumption.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The site is located in the C-2 district, which permits the proposed use by special exception.

	Previous (Eva's)	Proposed
Hours of Operation and for the Sale of Alcoholic Beverages	4:00 p.m. until 12:00 midnight Monday through Thursday 4:00 p.m. until 2:00 a.m. Friday and Saturday 11:00 a.m. until 12:00 midnight Sunday	10:00 a.m. until 10:00 p.m., Seven days a week
Outdoor dining	4:00 p.m. until midnight Monday through Saturday 11:00 a.m. until 12:00 midnight Sunday	10:00 a.m. until 10:00 p.m., Seven days a week
Capacity	• 43 indoor seats • 44 outdoor seats • 103 total capacity	Same
Mixed Use	Second story dwelling unit	Same

ii. Parking

The eating establishment is replacing an existing eating establishment with the same number of seats.

iii. Flood Zone

- The property is located in the AE (High Risk) flood zone.
- Recent substantial improvements to the site required the building to come into compliance with current standards pertaining to flooding.

D. Transportation Impacts

- Institute of Transportation Engineers figures calculate forecast travel for restaurants based upon the total seating of an establishment.
- Since no increase in indoor seating is being proposed for the site, no additional trips are projected.
- Colley Avenue near the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- Colley Avenue adjacent to the site is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan and has shared lane markings on the pavement.

E. Historic Resources Impacts

- The building is not located within a federal, state, or local historic district.
  - The existing building is more than 50 years old and is eligible for designation.

F. Public Schools Impacts

The site is located in the Larchmont Elementary School, Blair Middle School and Maury High School Attendance Zones.

G. Environmental Impacts

The site was completely renovated for the prior tenant in 2013 and as part of that work landscaping complies with current requirements.

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

The applicant proposes to decrease the hours of operation of both the indoor and outdoor seating areas and would not negatively impact the surrounding area.

J. Payment of Taxes

The applicant is current on taxes.

K. Civic League

- Notice was sent to the Highland Park and Colonial Place/Riverview Civic Leagues on May 11.

L. Communication Outreach/Notification

- Legal notice was posted on the property on May 17.
- Letters were mailed to all property owners within 300 feet of the property on June 9.

- Legal notification was placed in *The Virginian-Pilot* on June 9 and June 16.

M. Recommendation

Staff recommends **approval** of the special exception request subject to the conditions below:

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be from 10:00 a.m. to 10:00 p.m., seven days a week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 43 seats indoors, 44 seats outdoors, and the total occupant capacity, including employees, shall not exceed 103 people.

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

(d) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation 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.

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

(f) The establishment shall remain current on all food and beverages taxes and other local taxes which may become due while it is in operation.

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

(h) A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.

(j) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this Special Exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new Special Exception must be obtained prior to implementing such change. Where any limitation or

representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

(k) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this Special Exception. This Special Exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(l) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(m) A copy of this Adult Use Special Exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this Adult Use 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 Highland Park and Colonial Place/Riverview Civic Leagues

Proponents and Opponents

Proponents

Jennifer Stringer
8834 Granby Street
Norfolk, VA 23504

Opponents

None

06/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN EATING AND DRINKING ESTABLISHMENT NAMED "SHIPTOWN SEAFOOD COMPANY" ON PROPERTY LOCATED AT 4314 COLLEY AVENUE.

- - -

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

Section 1:- That a Special Exception is hereby granted to Stephen Marsh authorizing the operation of an eating and drinking establishment named "Shiptown Seafood Company" on property located at 4314 Colley Avenue. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 25 feet, more or less, along the eastern line of Colley Avenue and 100 feet, more or less, along the southern line of 44th Street; premises numbered 4314 Colley Avenue.

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be limited to 10:00 a.m. until 10:00 p.m., seven days per week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 43 seats indoors, 44 seats outdoors, and the total occupant capacity, including employees, shall not exceed 103 people.

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

(d) No portion of the outdoor dining area shall be enclosed and any covering must leave the dining

space open on at least three (3) sides

(e) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation 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.

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

(g) The establishment shall remain current on all food and beverages taxes and other local taxes which may become due while it is in operation.

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

(i) A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.

(j) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this Special Exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new Special Exception must be obtained prior to implementing such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of

this ordinance, the conditions of this ordinance shall govern.

(k) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this Special Exception. This Special Exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(l) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(m) A copy of this Adult Use Special Exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this Adult Use Special Exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

Section 3:- That the City Council hereby determines that the Special Exception granted herein complies with each of the requirements of § 25-7 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), namely that:

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

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

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

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

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

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

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

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

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

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

(k) No application for a special exception shall be recommended or granted until any and all delinquent

real estate taxes owed to the City of Norfolk on the subject property have been paid.

Section 4:- That the Special Exception granted hereby amends the previously granted special exception permitting the operation of an eating and drinking establishment, adopted on May 13, 2014 (Ordinance No. 45,535). 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 5/9/16.

Trade name of business SHIPTOWN SEAFOOD COMPANY

Address of business 4314 COLLEY AVENUE.

Name(s) of business owner(s)* STEPHEN MARSH

Name(s) of property owner(s)* NATALIE MAHGEREFTEH

Daytime telephone number (757) 353-1611

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

---

1. Proposed Hours of Operation:

Facility			Alcoholic Beverage Sales		
Weekday	From 10:00	To 10:00	Weekday	From 10:00	To 10:00
Friday	From 10:00	To 10:00	Friday	From 10:00	To 10:00
Saturday	From 10:00	To 10:00	Saturday	From 10:00	To 10:00
Sunday	From 10:00	To 10:00	Sunday	From 10:00	To 10:00

2. Type of ABC license applied for (check all applicable boxes)
☒ On-Premises ☐ Off-Premises (additional application required)

3. Type of alcoholic beverage applied for
☒ Beer ☒ Wine ☒ Mixed Beverage

4. Will indoor or outdoor entertainment be provided?
(Entertainment consists of anything more than one, unamplified musician)
☐ Yes (Different application required) ☒ No

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
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(Revised January, 2015)

Exhibit A – Page 2
Eating and Drinking Establishment

5. Will video games, pool tables, game boards or other types of games be provided?
☐ Yes (If more than 4, additional application required) ☒ No

5a. If yes, please describe type and number of each game to be provided

6. Will patrons ever be charged to enter the establishment?
☐ Yes ☒ No

6a. If yes, why

6b. Which days of the week will there be a cover charge (circle all applicable days)?

☐Monday ☐Tuesday ☐Wednesday ☐Thursday ☐Friday

☐Saturday ☐Sunday

7. Will the facility or a portion of the facility be available for private parties?
☐ Yes ☒ No

7a. If yes, explain

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

8a. If yes, explain

9. Will there ever be a minimum age limit?
☐ Yes ☒ No

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Exhibit A – Page 3
Eating and Drinking Establishment

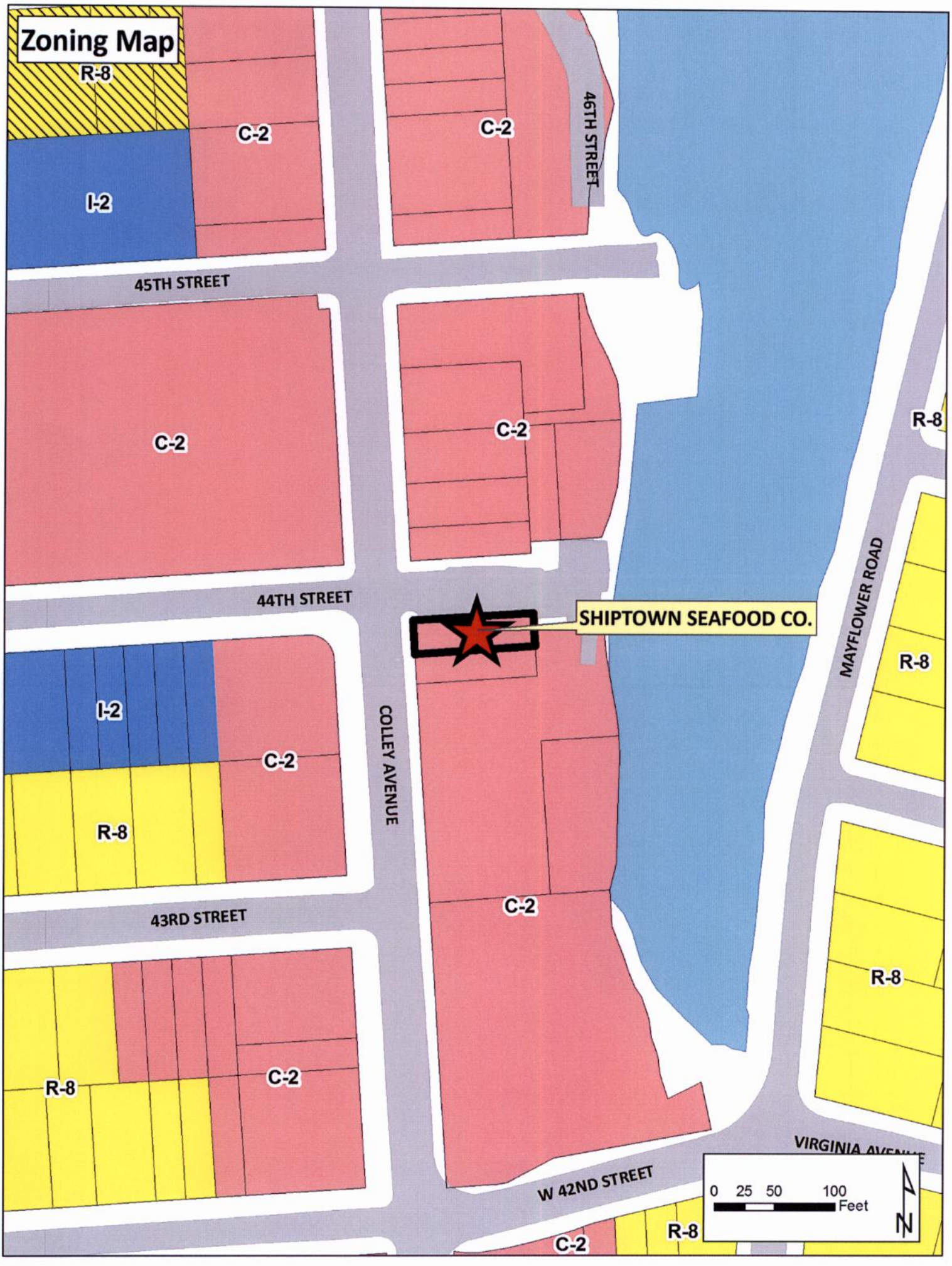
10. Additional comments/ description/operational characteristics or prior experience:

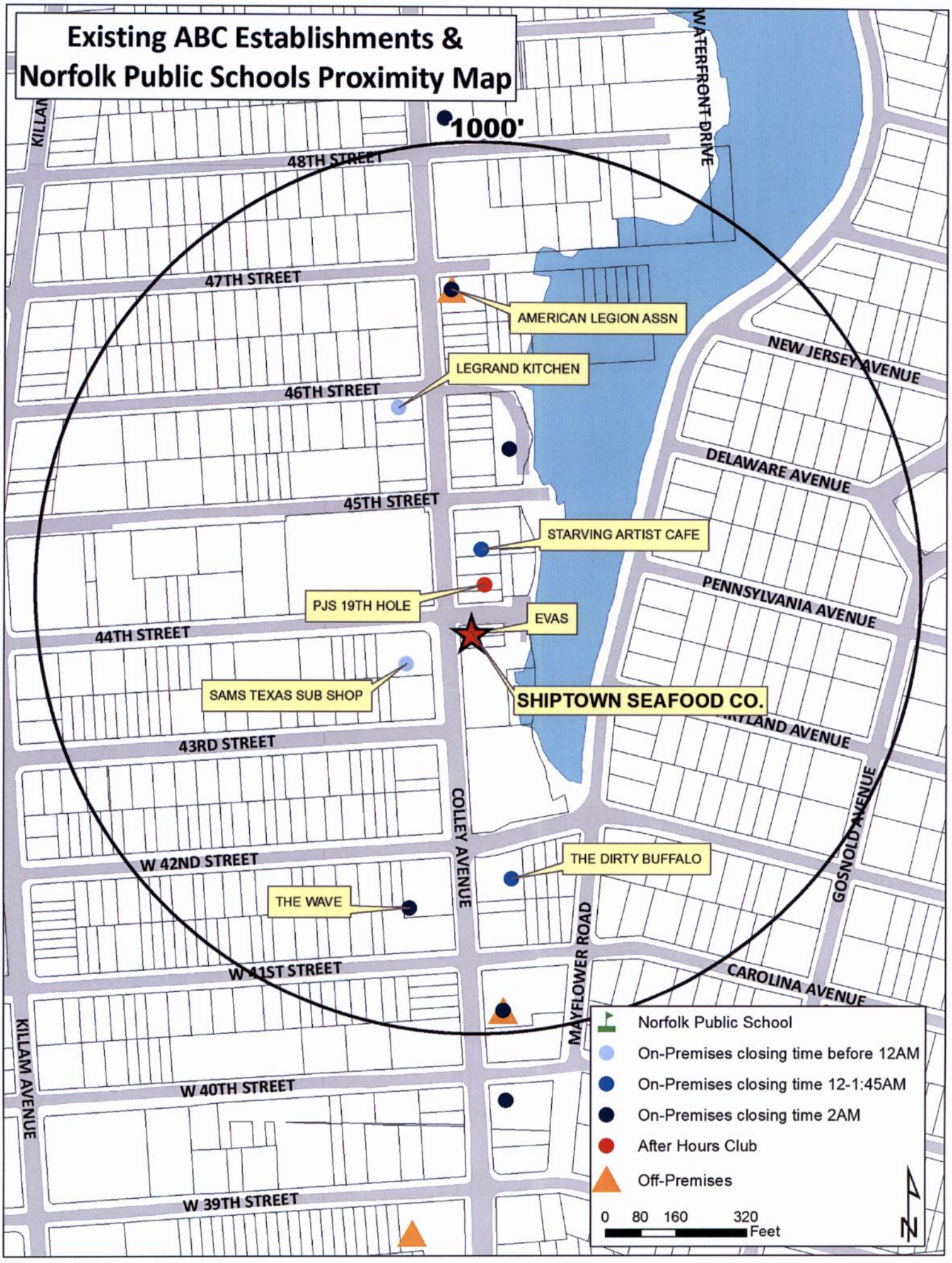
Note: If smoking is permitted, then floor plans must be submitted showing all necessary building requirements for such facility

Signature of Applicant

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

Location Map
44TH STREET
COLLEY AVENUE
SHIPTOWN SEAFOOD CO.
0 5 10 20
Feet
N


Zoning Map
R-8
C-2
I-2
C-2
46TH STREET
45TH STREET
C-2
C-2
R-8
44TH STREET
SHIPTOWN SEAFOOD CO.
MAYFLOWER ROAD
R-8
I-2
C-2
R-8
COLLEY AVENUE
C-2
43RD STREET
R-8
R-8
C-2
VIRGINIA AVENUE
W 42ND STREET
R-8
C-2
0 25 50 100
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
WATERFRONT DRIVE
48TH STREET
47TH STREET
46TH STREET
45TH STREET
44TH STREET
43RD STREET
W 42ND STREET
W 41ST STREET
W 40TH STREET
W 39TH STREET
KILLAM AVENUE
COLLEY AVENUE
MAYFLOWER ROAD
GOSNOLD AVENUE
NEW JERSEY AVENUE
DELAWARE AVENUE
PENNSYLVANIA AVENUE
CAROLINA AVENUE
AMERICAN LEGION ASSN
LEGRAND KITCHEN
STARVING ARTIST CAFE
PJS 19TH HOLE
EVAS
SAMS TEXAS SUB SHOP
SHIPTOWN SEAFOOD CO.
THE DIRTY BUFFALO
THE WAVE
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 5/9/16

DESCRIPTION OF PROPERTY

Address 4314 COLLEY AVE

Existing Use of Property RESTAURANT

Proposed Use RESTAURANT

Current Building Square Footage 1,045 sq. ft. (first floor) / 2,340 sq. ft. bldg total

Proposed Building Square Footage 1,045

Trade Name of Business (if applicable) SHIPTOWN SEAFOOD COMPANY

APPLICANT

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

1. Name of applicant: (Last) MARSH (First) STEPHEN (MI) ____

Mailing address of applicant (Street/P.O. Box): 4515 COLLEY AVE

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

Daytime telephone number of applicant (757) 636 - 6084 Fax (___) ____

E-mail address of applicant: legrandkitchen@gmail.com

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

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

2. Name of applicant: (Last) STRINGER (First) JENNIFER (MI) C

Mailing address of applicant (Street/P.O. Box): 8834 GRANBY ST

(City) NORFOLK (State) VA (Zip Code) 23503

Daytime telephone number of applicant (757) 828-5911 Fax ( )

E-mail address of applicant: jen@forthepeopleprojects.com

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

3. Name of property owner: (Last) MAHGEREFTEH (First) NATALIE (MI)

Mailing address of property owner (Street/P.O. box): 4125 PORTSMOUTH BLVD

(City) PORTSMOUTH (State) VA (Zip Code) 23701

Daytime telephone number of owner (757) 353-1611 email: nataliecosem@live.com

CIVIC LEAGUE INFORMATION

Civic League contact:

Date(s) contacted:

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

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

ONLY NEEDED IF APPLICABLE:

Print name: JENNIFER STRINGER **Sign:** 5/8/16
(Authorized Agent Signature) (Date)

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

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: Natalie Mahgerefteh (Property Owner or Authorized Agent of Signature) Sign: _____ (Date) 05/09/2016

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

ONLY NEEDED IF APPLICABLE:

Print name: JENNIFER STEINGER (Authorized Agent Signature) Sign: _____ (Date) 5/8/16

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

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: Natalie Mahgereftch **Sign:** [signature] 05/09/2014
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Stephen Marsh **Sign:** [signature] 5/9/16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: JENNIFER STRINGER **Sign:** [signature] 5/8/16
(Authorized Agent Signature) (Date)

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Exhibit A – Floor Plan(s) Worksheet
Eating and Drinking Establishment

- Complete this worksheet based for each floor plan submitted with application.

- Floor plan must be prepared by a registered design professional and include:
  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Outdoor seating
  - Total maximum capacity (including employees)

Total capacity

a. Indoor

Number of seats (not including bar seats)	30
Number of bar seats	13
Standing room	12

b. Outdoor

Number of seats	44

c. Number of employees 4

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 103

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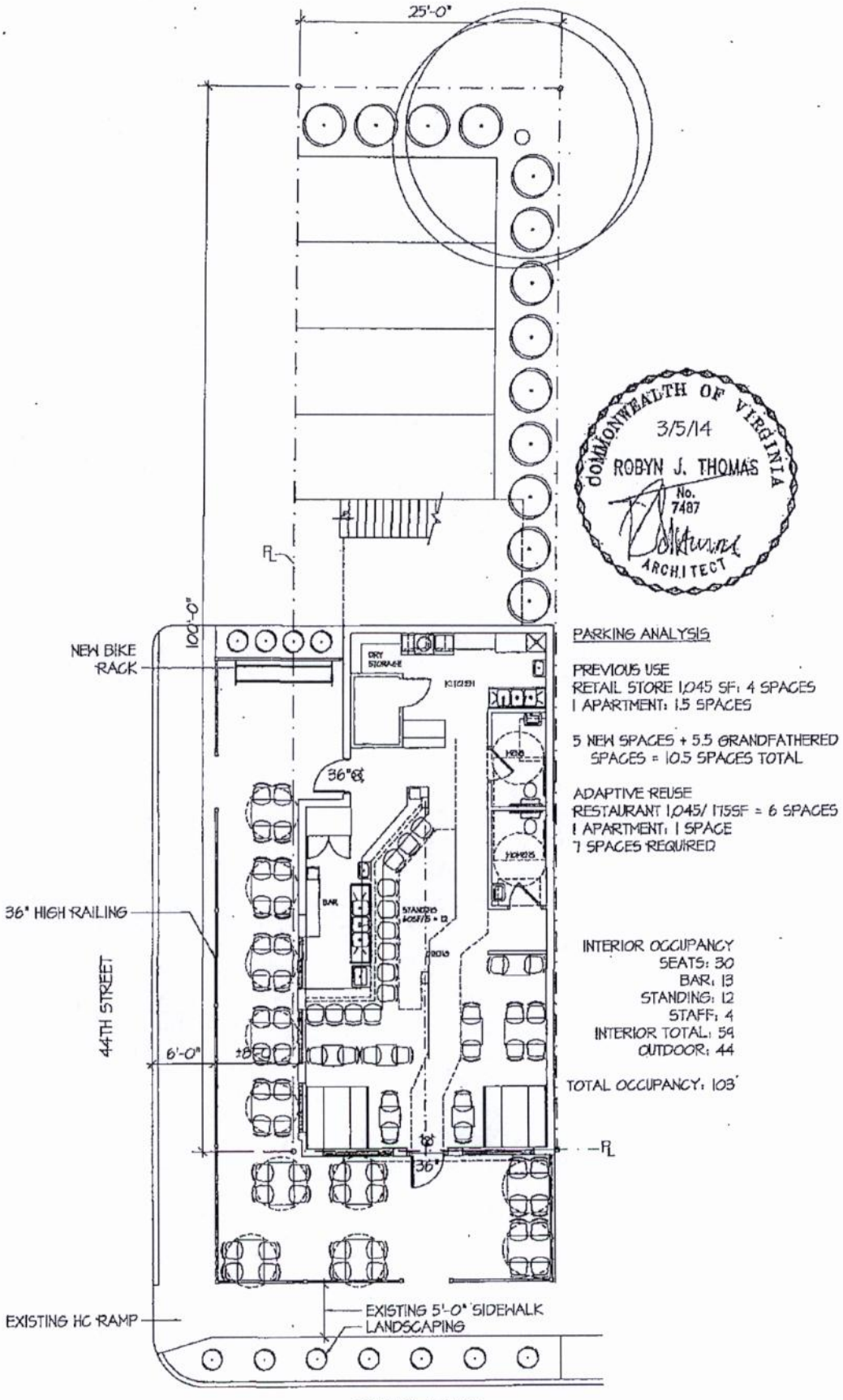
Exhibit B



PARKING ANALYSIS

PREVIOUS USE
RETAIL STORE 1,045 SF: 4 SPACES
1 APARTMENT: 1.5 SPACES

5 NEW SPACES + 5.5 GRANDFATHERED SPACES = 10.5 SPACES TOTAL

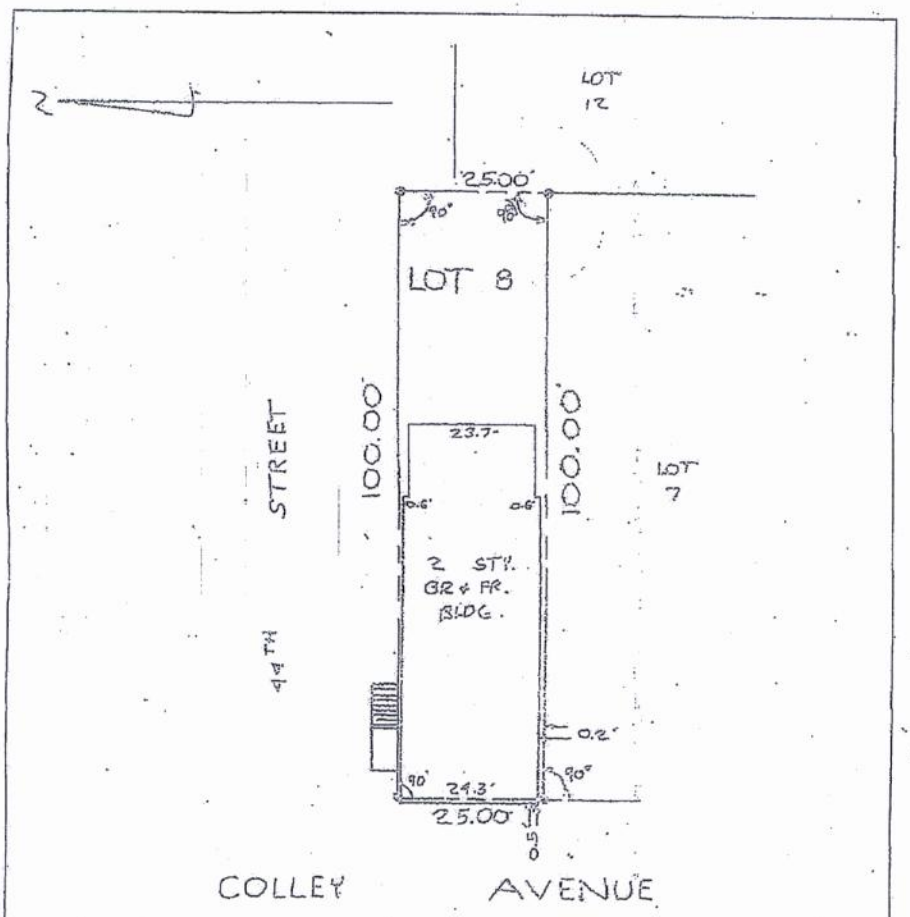
ADAPTIVE REUSE
RESTAURANT 1,045/ 175SF = 6 SPACES
1 APARTMENT: 1 SPACE
7 SPACES REQUIRED

INTERIOR OCCUPANCY
SEATS: 30
BAR: 13
STANDING: 12
STAFF: 4
INTERIOR TOTAL: 59
OUTDOOR: 44

TOTAL OCCUPANCY: 103

4314 COLLEY AVENUE: OCCUPANCY PLAN

3/32" = 1'-0"



COMMONWEALTH OF VIRGINIA
KEITH V. ROEMER
LIC. NO. 2108
3/27/13
LAND SURVEYOR

Reference: P.B. 1 PG. 5

NOTE: Property shown hereon lies in -
Flood Zone: AE
Comm. Panel: 510104 0009F
Date: 7/16/96

4314 COLLEY AVE

I certify that on MAR. 27 2013, I surveyed the property shown hereon, and that the boundary lines and physical improvements are as shown, and that there are no encroachments except as shown. This survey was completed without the benefit of a title report.

Signed:

Roemer Land Surveyors
213 Palen Avenue
Newport News, VA 23601
757.572.2203

Plat of the property of:

LOT 8, BLOCK 313
LAMBERT'S POINT
NORFOLK, VA.

Scale: 1 inch = 20' FB: 27 PG: 33

Pollock, Susan

From: Straley, Matthew
Sent: Wednesday, May 11, 2016 11:20 AM
To: 'ryderd@verizon.net'; 'highlandpark_cl@yahoo.com'; 'jrobert@jwrobertson.com'; 'vicepresident@cprv.net'
Cc: Whibley, Terry; Williams, Angelia M.; Wilson, Denise
Subject: new Planning Commission application - 4314 Colley Ave
Attachments: ShiptownSeafood.pdf

Mr. Ryder and Mr. Robertson,

Attached please find the application for a special exception to operate an eating and drinking establishment at 4314 Colley Avenue.

The item is tentatively scheduled for the June 23, 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

July 12, 2016

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

Subject: **Special Exception to operate an Eating and Drinking Establishment at 7750 Tidewater Drive, Bldg 3, Unit 305 – Wing Stop**

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

Ward/Superward: 3/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-5

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

II. **Commission Action:** By a vote of **5 to 0**, the Planning Commission recommends **Approval.**

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

IV. **Applicant:** **Wing Stop**

V. **Description:**

- The site is located at the east side of Tidewater Drive within the Little Creek Marketplace shopping center.
- The applicant proposes to serve alcoholic beverages for on-premises consumption at Wing Stop, an existing restaurant.

	Proposed
Hours of Operation and Hours for the Sale of Alcohol	11:00 a.m. until 12:00 midnight, seven days a week
Capacity	• 34 seats indoors • 0 seats outdoors • 73 total capacity

VI. **Historic Resources Impacts**
The building is not located within a federal, state, or local historic district.

VII. **Public Schools Impacts**
This site is located in the Crossroads Elementary School, Norview Middle School and Norview High School Attendance Zones.

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

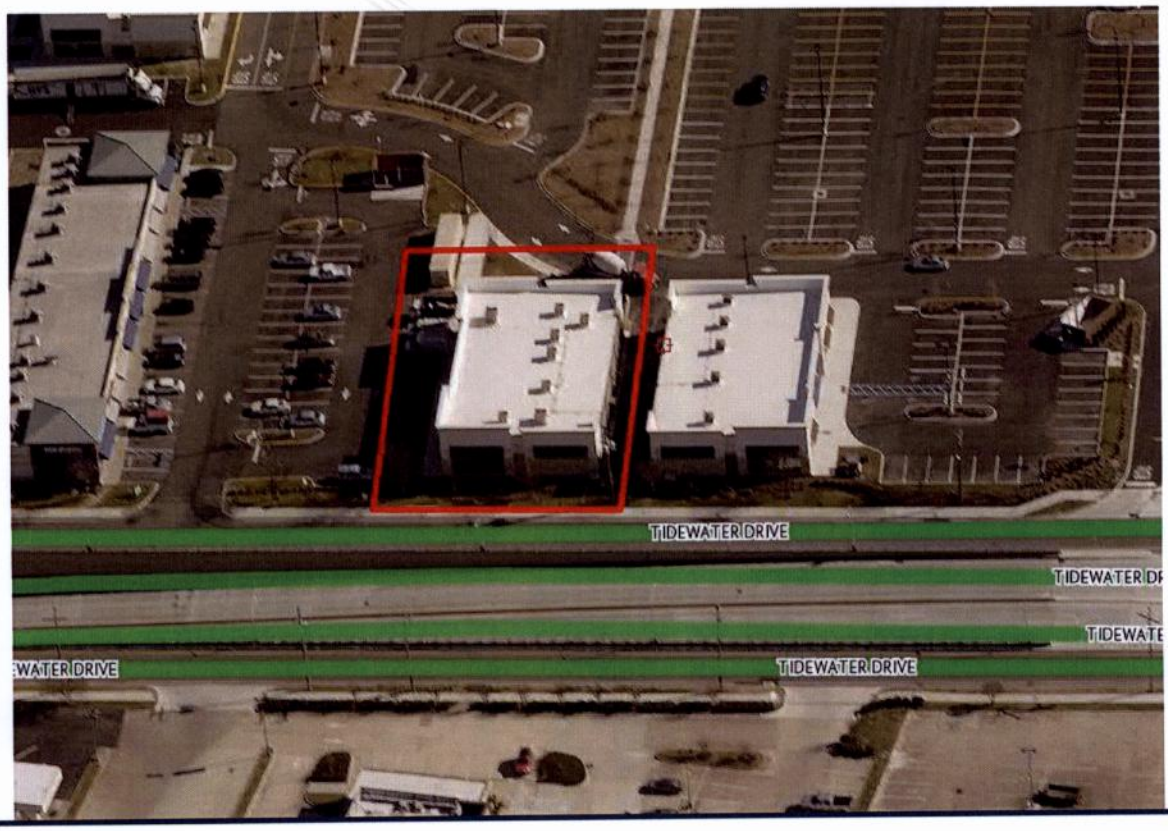
Attachments:

- Proponents and Opponents
- Staff Report to CPC dated June 23, 2016 with attachments
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Matthew Simons, AICP, CZA, CFM

Staff Report	**Item No.: 12**	
Address	**7750 Tidewater Drive, Bldg 3, Unit 305**	
Applicant	**Wing Stop**	
Request	**Special Exception**	**Eating and drinking establishment**
Property Owner	Little Tidewater Associates, LLC	
Site Characteristics	Building Area/Space Area	13,537 sq. ft./1,600 sq. ft.
	Zoning	C-3 (Retail Center) and Little Creek Marketplace Localized Alternative Sign Overlay
	Neighborhood	Crossroads/Oakwood Farms
	Character District	Suburban
Surrounding Area	North	C-3: Retail and office; Bank Atlantic, Patriot Computers, Great Wall, ABC store
	East	C-3: Fuddrucker's and Sam's Club
	South	C-3: Wal-Mart
	West	C-3: Southern Shopping Center



A. Summary of Request

- The site is located at the east side of Tidewater Drive within the Little Creek Marketplace shopping center.
- The applicant proposes to serve alcoholic beverages for on-premises consumption at Wing Stop, an existing restaurant.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The site is zoned C-3 (Corridor Commercial) district which permits the use by Special Exception.
- The site is surrounded by commercial uses.

	Proposed
Hours of Operation and Hours for the Sale of Alcohol	11:00 a.m. until 12:00 midnight, seven days a week
Capacity	• 34 seats indoors • 0 seats outdoors • 73 total capacity

ii. Parking

- The site is located in the Suburban Character District.
- Adding the sale of alcoholic beverages to an existing eating establishment does not require additional parking.
- No increase in occupancy or building floor area is proposed thus no additional parking impacts are anticipated.
- Bicycle parking is provided.

ii. Flood Zone

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

D. Transportation Impacts

- No new trips are forecast related to the proposed addition of on-site alcohol sales at this existing restaurant.
- Neither Tidewater Drive nor Little Creek Road adjacent to the site are identified as severely congested corridors in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit services with Hampton Roads Transit bus routes 5 (Willoughby), 8 (Tidewater) and 21 (Little Creek) operating near the site.

- Neither Tidewater Drive nor Little Creek Road adjacent to the site are identified priority corridors 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.

F. Public Schools Impacts

The site is located in the Crossroads Elementary School, Norview Middle School and Norview High School Attendance Zones.

G. Environmental Impacts

The site was developed under current development standards, including current standards for landscaping and parking.

H. Impact on Surrounding Area/Site

Over the past year, there have been seven calls for police service at this site with no arrests made.

I. Payment of Taxes

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

J. Civic League

Letters were sent to the Crossroads Civic League and Oakdale Farms Civic League on May 11.

K. Communication Outreach/Notification

- Legal notice was posted on the property on May 17.
- Letters were mailed to all property owners within 300 feet of the property on June 9.
- Legal notification was placed in *The Virginian-Pilot* on June 9 and June 16

L. Recommendation

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

Special Exception Conditions – Eating and Drinking Establishment

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be from 11:00 a.m. until 12:00 midnight, seven days a week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 34 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 73 people.

(c) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever is earlier.

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

(e) The establishment shall remain current on all food and beverages taxes and other local taxes which may become due while it is in operation.

(f) No public telephone(s) shall be permitted on the exterior of the property. Any public phone(s) on the interior of the building shall be located in an area within full view of the establishment's staff and shall not be permitted within any restroom.

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

(h) A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.

(j) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this Special Exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new Special Exception must be obtained prior to implementing such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

(k) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this Special Exception. This Special Exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(l) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(m) A copy of this Adult Use Special Exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this Adult Use 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 Crossroads and Oakdale Farms Civic Leagues

Proponents and Opponents

Proponents
None

Opponents
None

06/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN EATING AND DRINKING ESTABLISHMENT NAMED "WING STOP" ON PROPERTY LOCATED AT 7750 TIDEWATER DRIVE, BUILDING 3, UNIT 305.

- - -

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

Section 1:- That a Special Exception is hereby granted to Mid Atlantic Wings, LLC authorizing the operation of an eating and drinking establishment named "Wing Stop" on property located at 7750 Tidewater Drive, Building 3, Unit 305. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 1,505 feet, more or less, along the eastern line of Tidewater Drive and 480 feet, more or less, along the southern line of East Little Creek Road; premises numbered 7750 Tidewater Drive, Bldg 3, Unit 305.

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be limited to 11:00 a.m. until 12:00 midnight, seven days per week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 34 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 73 people.

(c) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the

operation of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever is earlier.

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

(e) The establishment shall remain current on all food and beverages taxes and other local taxes which may become due while it is in operation.

(f) 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.

(g) 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.

(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 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.

(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) 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.

(k) A copy of this Adult Use Special Exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this Adult Use Special Exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

Section 3:- That the City Council hereby determines that the Special Exception granted herein complies with each of the requirements of § 25-7 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), namely that:

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

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

(c) The proposed use and development will not have an adverse effect upon the character of the area or the public health, safety and general welfare. Conditions may be applied to the proposed use and

development, as specified in section 25-8 below, to mitigate potential adverse impacts;

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

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

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

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

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

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

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

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

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

ATTACHMENT:
Exhibit A (3 pages)

EXHIBIT "A"
Description of Operations
Eating and Drinking Establishment

Date 04/21/2016

Trade name of business Wing Stop

Address of business 7750 Tidewater Drive, Unit 305, Building 3 Norfolk VA 23505

Name(s) of business owner(s)* SANJAY PATEL; Midatlantic Wings LLC

Name(s) of property owner(s)* TIMOTHY FINN; Little Tidewater Associates LLC

Daytime telephone number (757) 465 8282

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

1. Proposed Hours of Operation:

Facility			Alcoholic Beverage Sales		
Weekday	From 11 am	To 12 am	Weekday	From 11 am	To 12 am
Friday	From 11 am	To 12 am	Friday	From 11 am	To 12 am
Saturday	From 11 am	To 12 am	Saturday	From 11 am	To 12 am
Sunday	From 11 am	To 12 am	Sunday	From 11 am	To 12 am

2. Type of ABC license applied for (check all applicable boxes)
☑ On-Premises ☐ Off-Premises (additional application required)

3. Type of alcoholic beverage applied for
☑ Beer ☐ Wine ☐ Mixed Beverage

4. Will indoor or outdoor entertainment be provided?
(Entertainment consists of anything more than one, unamplified musician)
☐ Yes (Different application required) ☑ No

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

Exhibit A – Page 2
Eating and Drinking Establishment

5. Will video games, pool tables, game boards or other types of games be provided?
   ☐ Yes (If more than 4, additional application required) ☑ No

   5a. If yes, please describe type and number of each game to be provided

   _____

   _____

6. Will patrons ever be charged to enter the establishment?
   ☐ Yes ☑ No

   6a. If yes, why

   _____

   _____

   6b. Which days of the week will there be a cover charge (circle all applicable days)?

   Monday Tuesday Wednesday Thursday Friday

   Saturday Sunday

7. Will the facility or a portion of the facility be available for private parties?
   ☐ Yes ☑ No

   7a. If yes, explain

   _____

   _____

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

   8a. If yes, explain

   _____

   _____

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

   21 yrs for Drinking

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Exhibit A – Page 3
Eating and Drinking Establishment

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

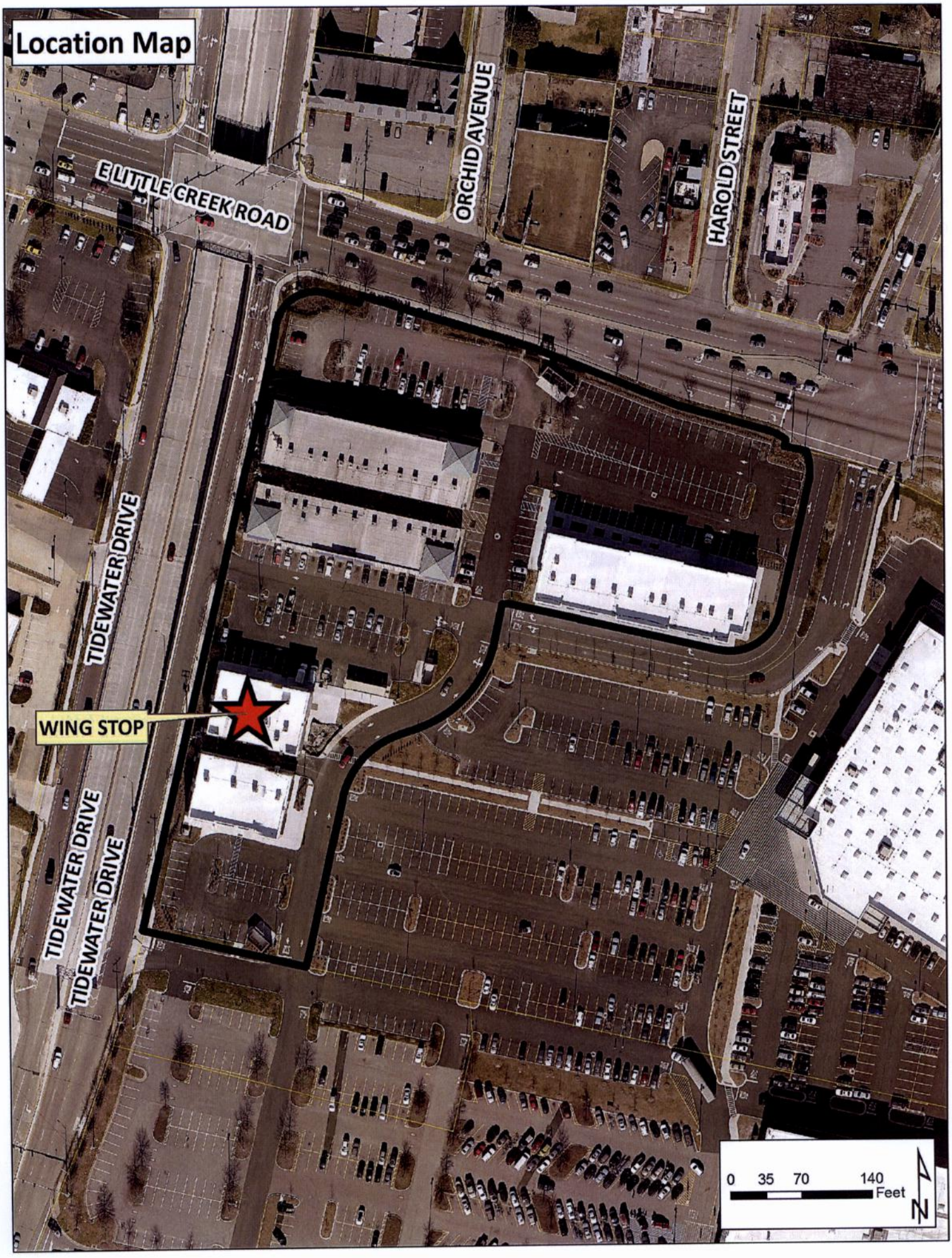
N/A

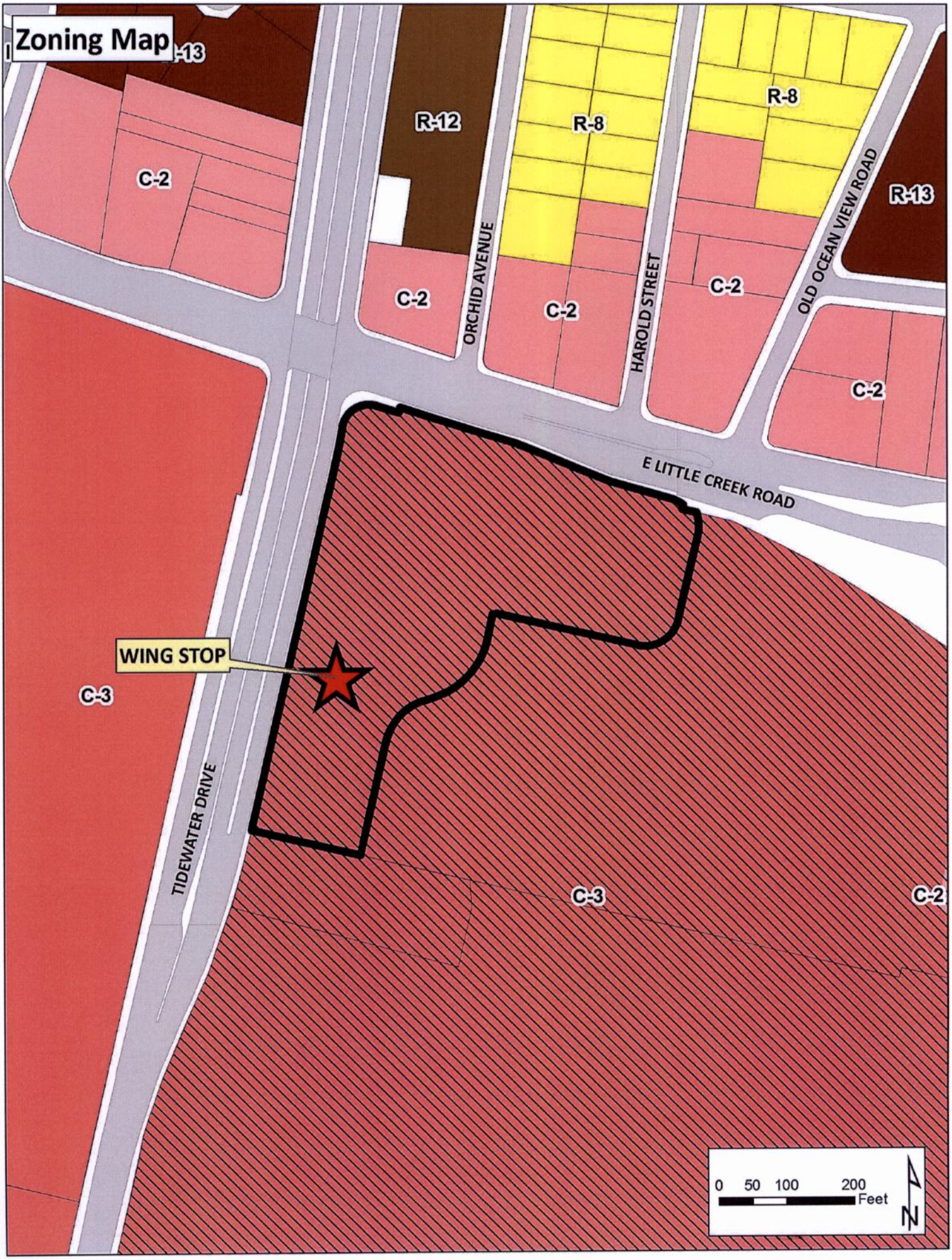
Note: If smoking is permitted, then floor plans must be submitted showing all necessary building requirements for such facility

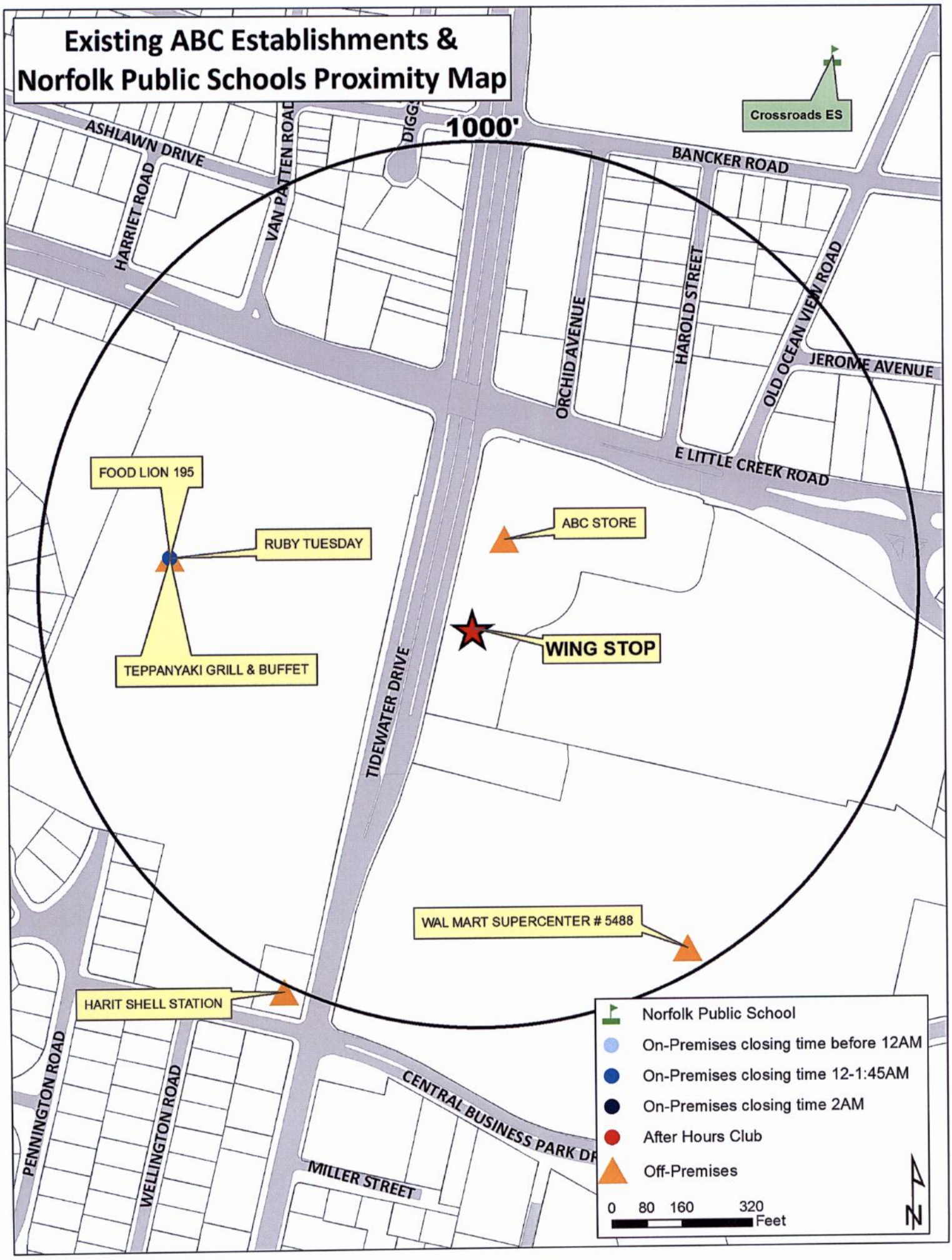
Sanjay Patel

Signature of Applicant

Midatlantic Wings LLC


Location Map
E LITTLE CREEK ROAD
ORCHID AVENUE
HAROLD STREET
TIDEWATER DRIVE
TIDEWATER DRIVE
TIDEWATER DRIVE
WING STOP
0 35 70 140
Feet
N


Zoning Map
R-13
R-12
R-8
R-8
R-13
C-2
C-2
C-2
C-2
C-2
C-2
ORCHID AVENUE
HAROLD STREET
OLD OCEAN VIEW ROAD
E LITTLE CREEK ROAD
WING STOP
C-3
TIDEWATER DRIVE
C-3
C-2
0 50 100 200
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
Crossroads ES
ASHLAWN DRIVE
HARRIET ROAD
VAN PATTEN ROAD
DIGGS
BANCKER ROAD
ORCHID AVENUE
HAROLD STREET
OLD OCEAN VIEW ROAD
JEROME AVENUE
E LITTLE CREEK ROAD
FOOD LION 195
RUBY TUESDAY
TEPPANYAKI GRILL & BUFFET
ABC STORE
WING STOP
TIDEWATER DRIVE
WAL MART SUPERCENTER # 5488
HARIT SHELL STATION
PENNINGTON ROAD
WELLINGTON ROAD
CENTRAL BUSINESS PARK DR
MILLER STREET
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
EATING AND DRINKING ESTABLISHMENT
(Please print)

Date 04/21/2016

DESCRIPTION OF PROPERTY

Address 7750 Tidewater Drive, Unit 305, Building 3 Norfolk VA 23505

Existing Use of Property Restuarant (new building)

Proposed Use Restuarant (new building)

Current Building Square Footage 1600

Proposed Building Square Footage 1600

Trade Name of Business (if applicable) WING STOP

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

1. Name of applicant: (Last) PATEL (First) SANJAY (MI) ____

Mailing address of applicant (Street/P.O. Box): 2434 Gum Road

(City) Chesapeake (State) VA (Zip Code) 23321

Daytime telephone number of applicant (757) 465 8282 Fax (757) 465 8585

E-mail address of applicant: sanjay patel @lapgroup. com

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

AUTHORIZED AGENT (if applicable) N / A
(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)
PROPERTY OWNER → Little Tidewater Associates LLC

3. Name of ~~property owner~~ MANAGER: (Last) Finn (First) Timothy (MI) _____

Mailing address of property owner (Street/P.O. box): 1700 Wells Fargo Center

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

Daytime telephone number of owner (757) 627 8611 email: tfinn@slnusbaum.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 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: LITTLE TIDEWATER ASSOCIATES, LLC (Property Owner) **Sign:** Timothy Fiorn, Manager 4/25/16 (Date)

Print name: Sanjay Patel (Applicant) **Sign:** Sanjay Patel 4/21/2016. (Date)

ONLY NEEDED IF APPLICABLE:

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

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Exhibit A – Floor Plan(s) Worksheet
Eating and Drinking Establishment

- Complete this worksheet based for each floor plan submitted with application.

- Floor plan must be prepared by a registered design professional and include:
    - Tables/seats
    - Restroom facilities
    - Bar
    - Ingress and egress
    - Standing room
    - Outdoor seating
    - Total maximum capacity (including employees)

Total capacity

a. **Indoor**
   Number of seats (not including bar seats) 34
   Number of bar seats
   Standing room 9

b. **Outdoor**
   Number of seats 0

c. **Number of employees** 30

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 73

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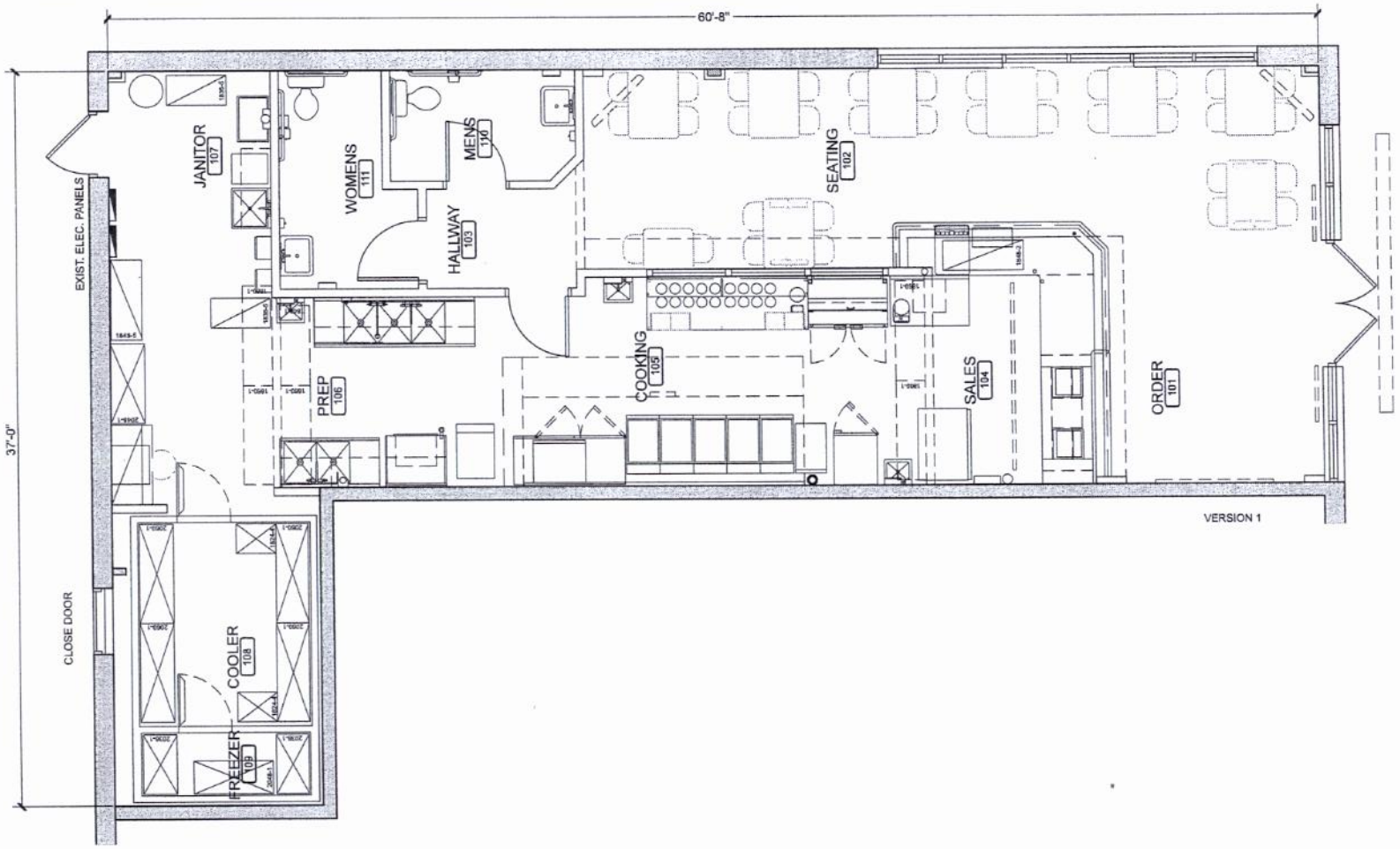


PROJECT DATA:

OVERALL NET LEASE (USABLE) AREA:	1,439 SQ. FT. (NET USABLE SPACE)
SALES, COOKING, PREP & JANITOR AREAS:	723 SQ. FT. @ 1/200 (GROSS) = 4 OCCUPANTS
SEATING AREA:	404 SQ. FT. @ 1/15 = 27 OCCUPANTS
ORDER (STANDING) AREA:	60 SQ. FT. @ 1/5 = 12 OCCUPANTS
COOLER / FREEZER AREA:	135 SQ. FT. (ACCESSORY USE, NOT APPLICABLE)
PASSAGE, MEN & WOMEN RESTROOM AREAS:	167 SQ. FT. (ACCESSORY USE, NOT APPLICABLE)
SEATING ANALYSIS:	34 TOTAL SEATS
TOTAL OCCUPANT LOAD:	43 OCCUPANTS

LAYOUT NOTES:
- VERIFY ALL DIMENSIONS OF SPACE AND OPENINGS

THE WING WING·STOP EXPERTS

GL#TBD

PROJECT LOCATION:

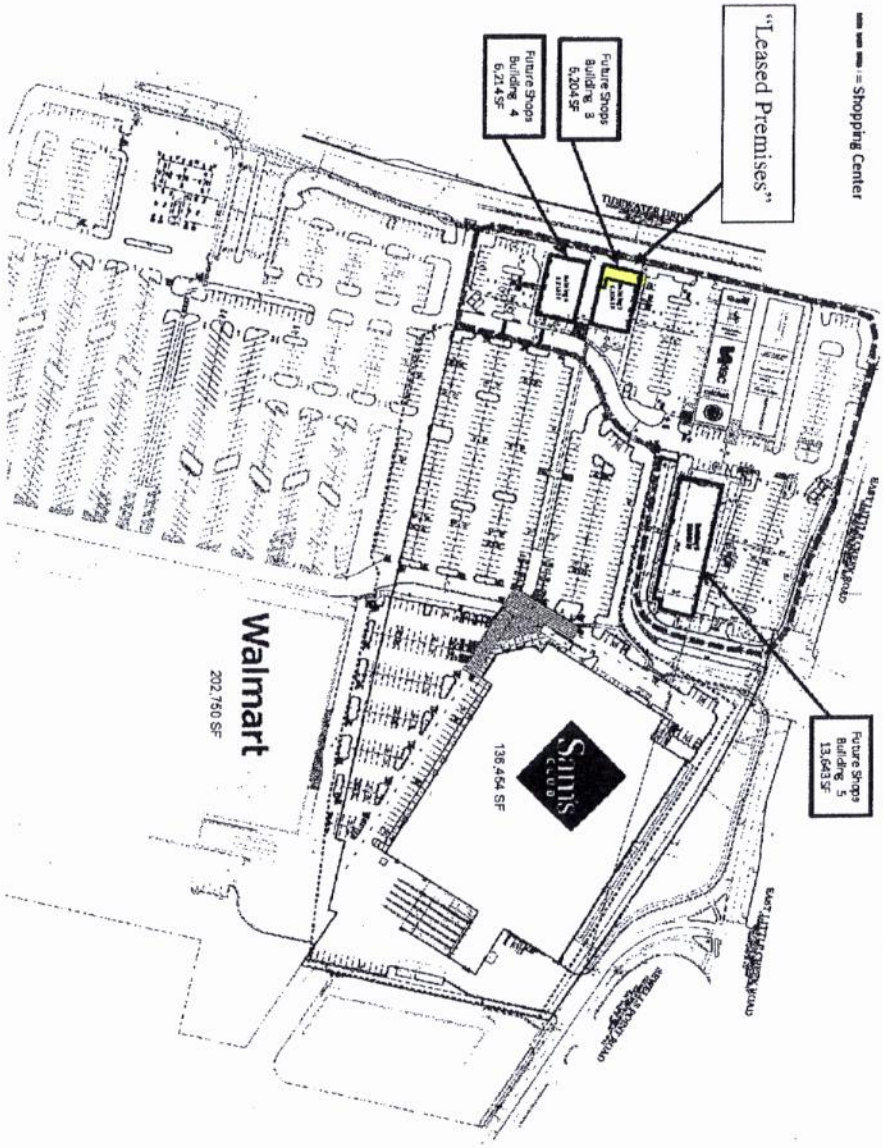
NORFOLK, VA

DRAWING NAME

SCHEMATIC EQUIPMENT PLAN

ISSUE DATE: 09/21/2015
REVISED DATE: 09/24/2015

EXHIBIT A
SITE PLAN



Note: This attached Exhibit A shall not be deemed to be a warranty on the part of the Landlord that the Shopping Center and/or the Leased Premises will be exactly as indicated on said diagram. Landlord may make changes or modifications to the Leased Premises and Shopping Center as Landlord from time to time deems proper.

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, May 11, 2016 10:54 AM
To: 'beluce@cox.net'; 'hankmech99@cox.net'
Cc: Johnson, Mamie; Williams, Angelia M.; Herbst, James; Simons, Matthew
Subject: new Planning Commission application - 7750 Tidewater Dr
Attachments: WingStop.pdf

Ms. Luce and Mr. Brown,

Attached please find the application for a special exception to operate an eating and drinking establishment at 7750 Tidewater Drive, Unit 305.

The item is tentatively scheduled for the June 23, 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

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

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

Subject: **Special Exception to operate automobile and truck rental facility at 700 Monticello Avenue – The Hertz Corporation**

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-6

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 automobile and truck rental facility.

IV. **Applicant: The Hertz Corporation**

V. **Description:**
- The site abuts Brambleton Avenue to the south, E. Olney Road to the north, St. Paul's Boulevard to the east and Monticello Avenue to the west.
- As an accessory use to the existing hotel, the applicant proposes to operate an automobile rental establishment from the site.

VI. **Historic Resources Impacts**
- The building is not located within a federal, state, or local historic district.

VII. **Public Schools Impacts**

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

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

Attachments:
- Staff Report to CPC dated June 23, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Susan Pollock Hart, CFM

Staff Report	Item No. 9	
Address	**700 Monticello Avenue**	
Applicant	**The Hertz Corporation**	
Request	**Special Exception**	**Automobile and truck rental**
Property Owner	Downtown Hotel, LLC	
Site Characteristics	Site	5.5 acres/109,186 sq. ft.
	Future Land Use Map	Downtown
	Zoning	D-4 (Downtown Arts and Design) district
	Neighborhood	Downtown
	Character District	Downtown
Surrounding Area	North	R-11 (Moderate Density Multi-Family); Young Park Apartments
	East	R-11 (Moderate Density Multi-Family); Young Park Apartments
	South	D-4: Scope Arena
	West	D-4: Offices, Istanbul Gyro and Kabob restaurant

A. Summary of Request

- The site abuts Brambleton Avenue to the south, E. Olney Road to the north, St. Paul's Boulevard to the east and Monticello Avenue to the west.
- As an accessory use to the existing hotel, the applicant proposes to operate an automobile rental establishment from the site.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The use is permitted in the D-4 district by special exception.
- In 2004, a special exception was granted to this site for the same use, however, since the use did not begin within two years from the approval, the special exception is no longer valid.
- The applicant proposes to operate from a small kiosk within the hotel and utilize 12 spaces on the west side of the building for employees and car rentals.
- No maintenance of the vehicles will occur on-site.

	Proposed
Hours of Operation	7:30 a.m. until 6:00 p.m., Monday through Friday 9:00 a.m. until 1200 midnight, Saturday Closed Sunday

ii. Parking

- The site is located in the Downtown Character District and is currently developed with a hotel, office space and an entertainment establishment.
- Hotels requires .67 parking spaces per room; 204 rooms require 137 parking spaces.
- Offices require one parking space per 600 square feet; 4,776 square feet requires 8 parking spaces.
- Entertainment establishments require 1 parking space per 250 square feet; 4,300 square feet require 17 parking spaces.
- In total 162 parking spaces are required and 270 are provided.
- Twelve spaces will be utilized by the rental facility.

iii. Flood Zone

- The property is located in the X (Low to Moderate), X (Shaded) and AE Flood Zones.
- Any substantial improvements or additions are made to the structure must comply with appropriate development standards.
- No improvements are proposed.

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that this automobile rental use within the existing hotel on the site will generate 9 additional vehicle trips per day.
- Monticello 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, St. Paul's Boulevard 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 1 (Granby), 2 (Hampton), 3 (Chesapeake). 11 (Colonial) and 20 (Virginia Beach) operating near the site.
- Olney Road on the north end of the site is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

The site is not located within a federal, state, or local historic district.

F. Public Schools Impacts

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

G. Environmental Impacts

- In 2010 modifications, including the demolition of the 'wings' of the hotel as well as the addition of a brick masonry wall surrounding the site.
- At that time, additional landscaping was added along the perimeter or the site as well as where the 'wings' were previously located.

H. Surrounding Area/Site Impact

- The addition of an automobile rental facility is an appropriate accessory use to a Hotel.
- The limited space devoted to the use ensures that it would not negatively impact the surrounding area.

I. Payment of Taxes

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

J. Civic League

Notice was sent to the Downtown Civic League and the Downtown Norfolk Council on May 11.

K. Communication Outreach/Notification

- Legal notice was posted on the property on May 17.
- Letters were mailed to all property owners within 300 feet of the property on June 9.

- Legal notification was placed in *The Virginian-Pilot* on June 9 and June 16.

L. Recommendation

- Staff recommends that the request for a special exception be **approved**.
- The addition of an automobile rental facility is an appropriate accessory use to a Hotel subject to the following conditions:

(a) No repair work shall be done on site.

(b) Only the 12 parking spaces as depicted on the attached site plan shall be used in conjunction with the automobile and truck rental establishment.

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

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

Attachments

Location Map
Zoning Map
Application
Notice to and e-mails of support from the Civic League and business association

Proponents and Opponents

Proponents

Jim Williams
700 Monticello Avenue
Norfolk, VA 23510

Opponents

None

06/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF AN AUTOMOBILE AND TRUCK RENTAL FACILITY KNOWN AS "HERTZ" ON PROPERTY LOCATED AT 700 MONTICELLO AVENUE.

- - -

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 and Truck Rental facility known as "Hertz" on property located at 700 Monticello Avenue. The property which is the subject of this Special Exception is more fully described as follows:

> Property generally bounded on the north by East Olney Road, on the east by Saint Paul's Boulevard, on the south by Brambleton Avenue and on the west by Monticello Avenue; premises numbered 700 Monticello Avenue.

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

(a) No repair work shall be done on site.

(b) Only the 12 parking spaces as depicted on the site plan marked as "Exhibit A" and attached hereto shall be used by or in connection with the automobile and truck rental facility.

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

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

Section 3:- That the City Council hereby determines that the Special Exception granted herein complies with each of the requirements of § 25-7 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), namely that:

(a) The proposed use and development will be in harmony with the objectives and policies of the adopted general plan 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;

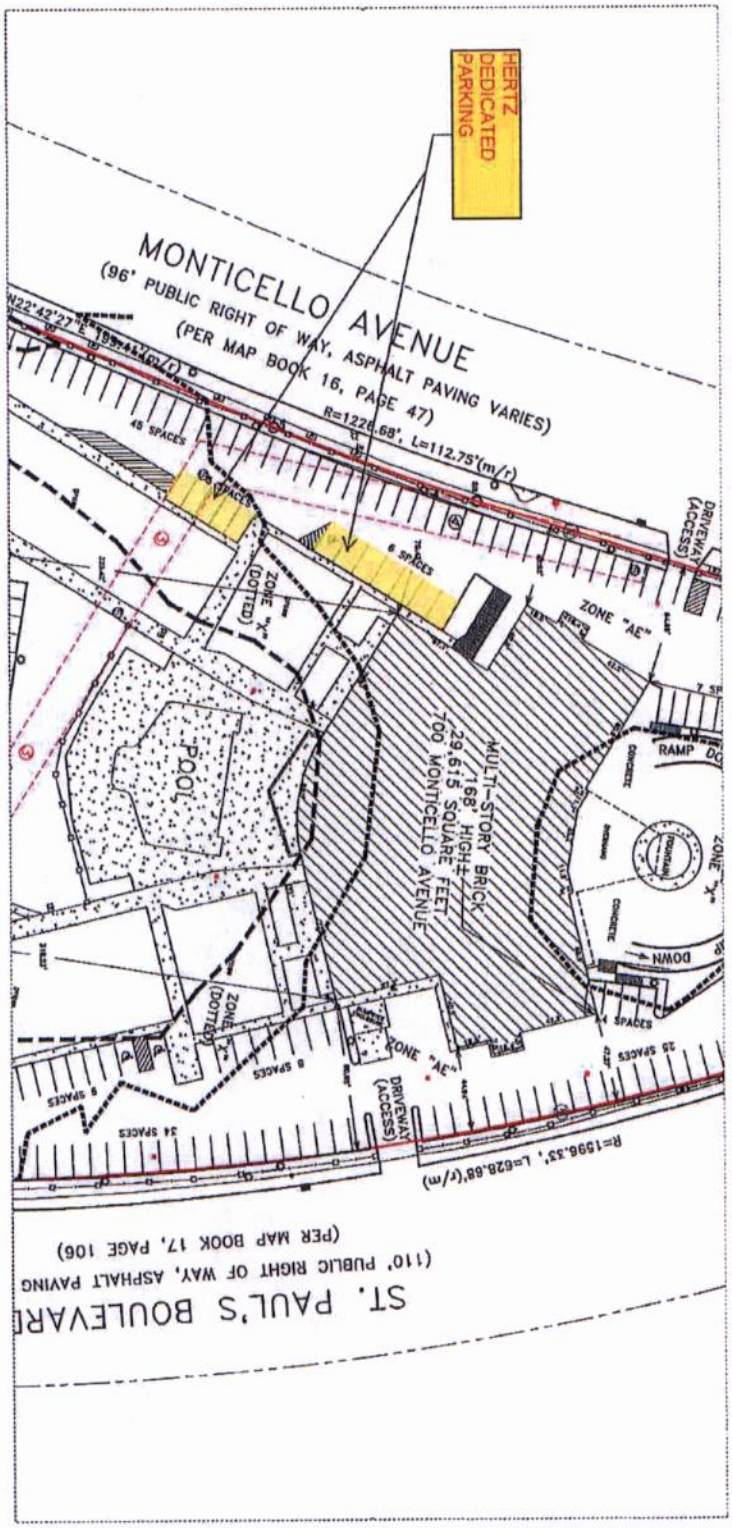
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

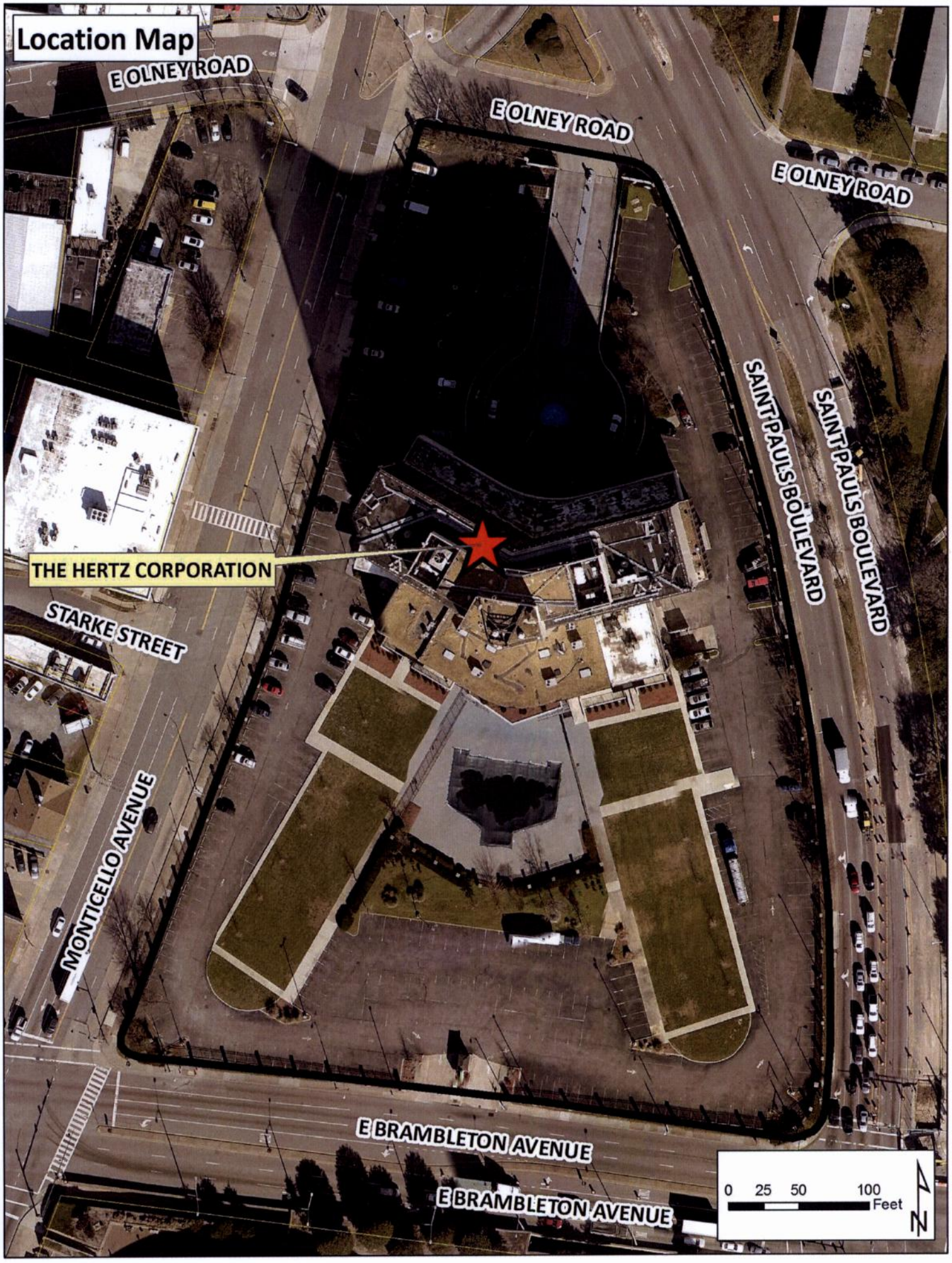
(k) No application for a special exception shall be recommended or granted until any and all delinquent real estate taxes owed to the City of Norfolk on the subject property have been paid.

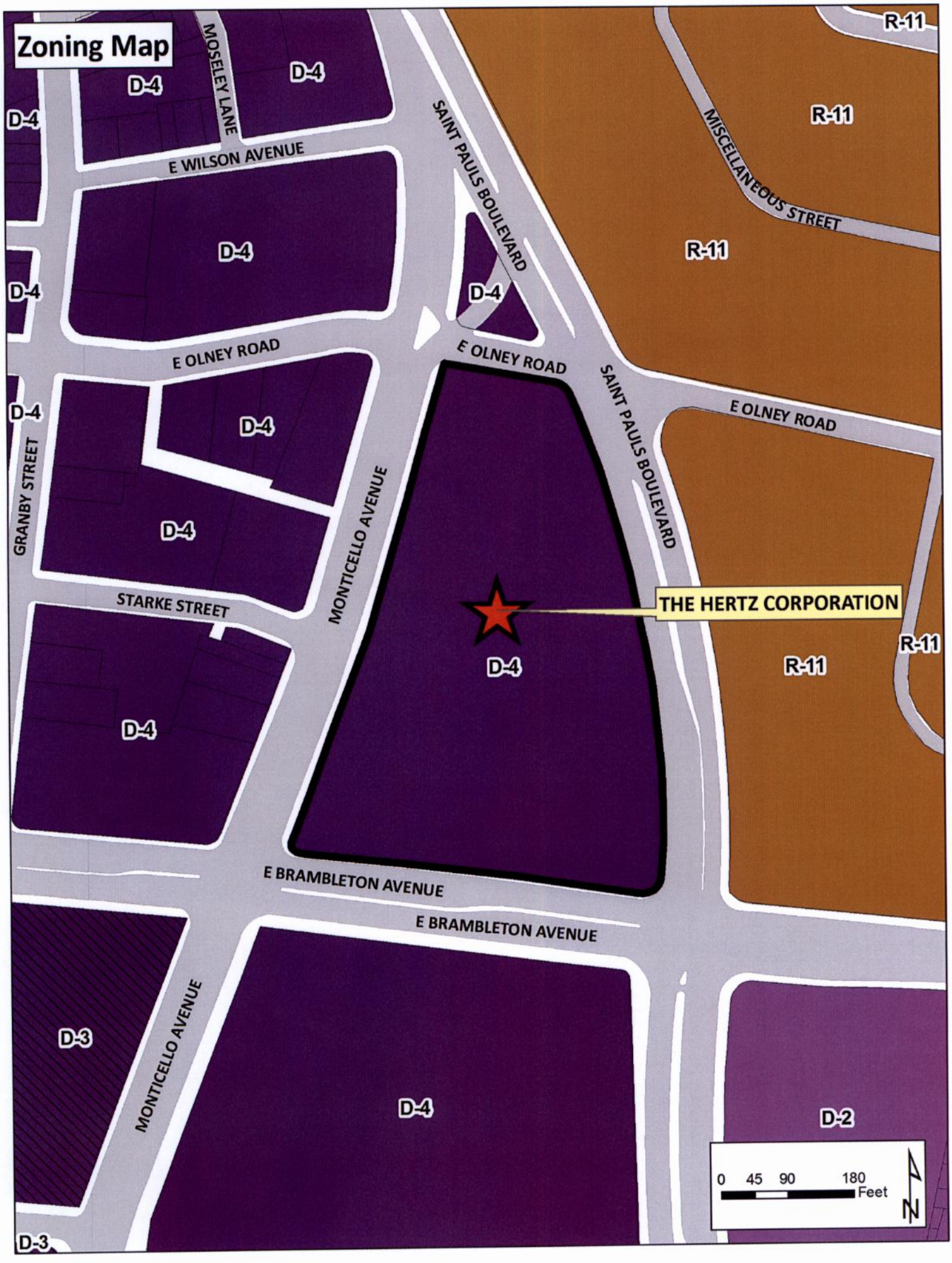
Section 4:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENT:
Exhibit A (1 page)

Exhibit A


HERTZ DEDICATED PARKING
MONTICELLO AVENUE
(96' PUBLIC RIGHT OF WAY, ASPHALT PAVING VARIES)
(PER MAP BOOK 16, PAGE 47)
R=1228.68', L=112.75'(m/r)
48 SPACES
6 SPACES
DRIVEWAY (ACCESS)
ZONE "X" (DOTTED)
ZONE "AE"
POOL
MULTI-STORY BRICK
168'± HIGH
29,615 SQUARE FEET
700 MONTICELLO AVENUE
RAMP DOWN
CONCRETE
4 SPACES
8 SPACES
25 SPACES
34 SPACES
R=1596.33', L=628.68'(r/m)
ST. PAUL'S BOULEVARD
(110' PUBLIC RIGHT OF WAY, ASPHALT PAVING
(PER MAP BOOK 17, PAGE 106)


Location Map
E OLNEY ROAD
E OLNEY ROAD
E OLNEY ROAD
SAINT PAULS BOULEVARD
SAINT PAULS BOULEVARD
THE HERTZ CORPORATION
STARKE STREET
MONTICELLO AVENUE
E BRAMBLETON AVENUE
E BRAMBLETON AVENUE
0 25 50 100
Feet
N


Zoning Map
D-4
D-4
D-4
MOSELEY LANE
E WILSON AVENUE
SAINT PAULS BOULEVARD
R-11
R-11
MISCELLANEOUS STREET
R-11
D-4
D-4
D-4
E OLNEY ROAD
E OLNEY ROAD
SAINT PAULS BOULEVARD
E OLNEY ROAD
D-4
D-4
GRANBY STREET
D-4
MONTICELLO AVENUE
STARKE STREET
THE HERTZ CORPORATION
D-4
R-11
R-11
D-4
E BRAMBLETON AVENUE
E BRAMBLETON AVENUE
D-3
MONTICELLO AVENUE
D-4
D-2
0 45 90 180
Feet
N
D-3

APPLICATION
SPECIAL EXCEPTION

Special Exception for: The Hertz Corporation

Date of application: 5-2-16

DESCRIPTION OF PROPERTY

Property location: (Street Number) 700 (Street Name) Monticello Ave

Existing Use of Property Hotel an multi-use

Current Building Square Footage 29,615 sq ft

Proposed Use

Office space within current hotel establishment. The Hertz Corporation will be an amenity to the hotel; in which Hertz will provide rental cars to hotel guest and general public. No new structures and or build-out will be required. All maintenance and service of Hertz vehicles will be preformed off-site.

Proposed Square Footage 221 sq ft

Proposed Hours of Operation:

Weekday	From	7:30am	To	6:00pm
Friday	From	7:30am	To	6:00pm
Saturday	From	9:00am	To	12:00pm
Sunday	From	closed	To	closed

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) Hertz Corporation (First) _____ (MI) _____

Mailing address of applicant (Street/P.O. Box): 3800 Jefferson Davis Hwy

(City) Alexandria (State) VA (Zip Code) 22305

Daytime telephone number of applicant (703) 683-9140 Fax (___) _____

E-mail address of applicant: JKwilliams@hertz.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) RANDERIA (First) PARUL (MI) _____

Mailing address of property owner (Street/P.O. box): 700 MONTICELLO AVE

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

Daytime telephone number of owner (757) 218-7736 email: PARUL246@AOL.COM

CIVIC LEAGUE INFORMATION

Civic League contact: Kevin Murphy and Mary Miller

Date(s) contacted: 5-2-16

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:

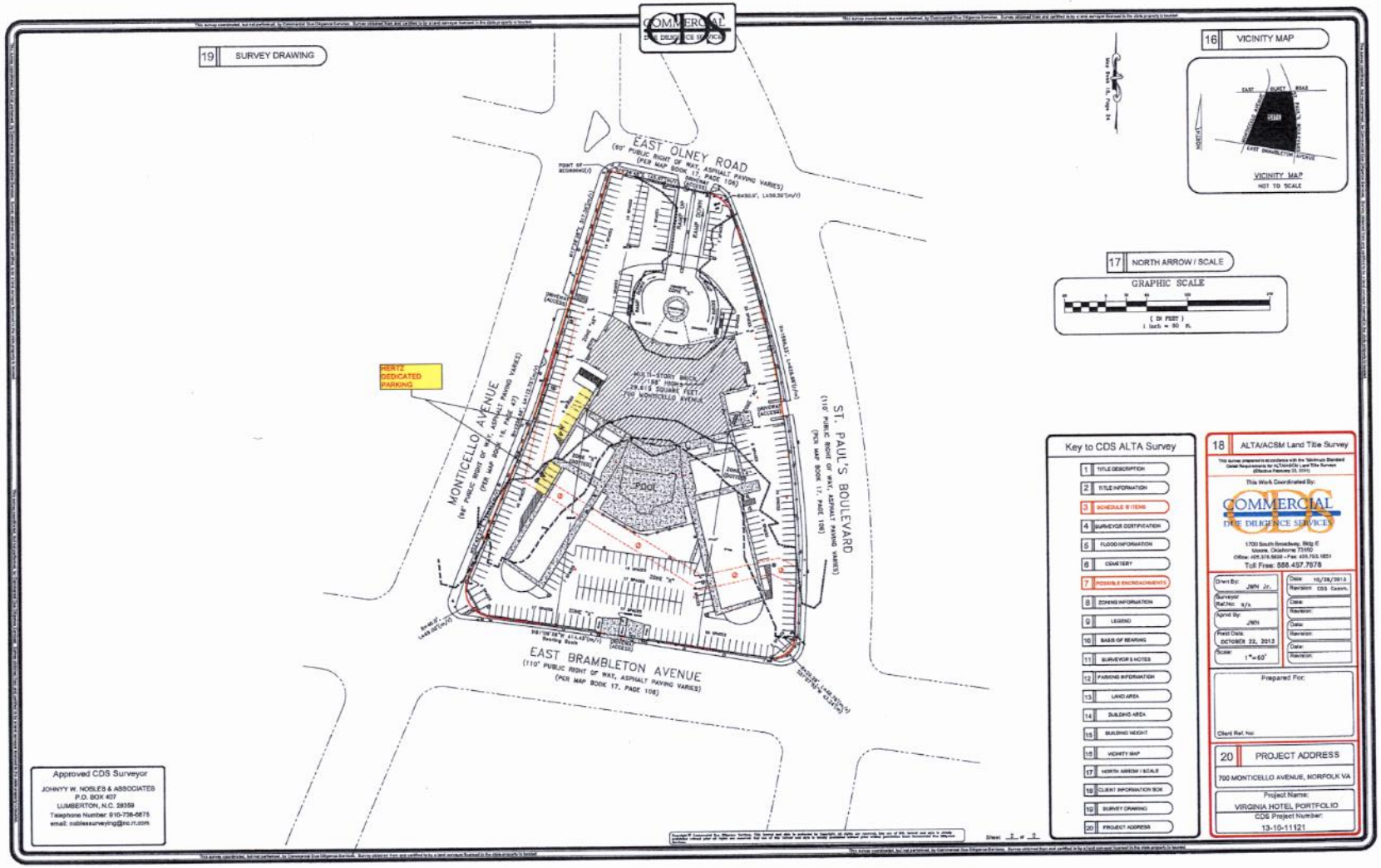
Print name: Parul Randeria **Sign:** _____ 4/28/16
(Property Owner or Authorized Agent of Signature) (Date)

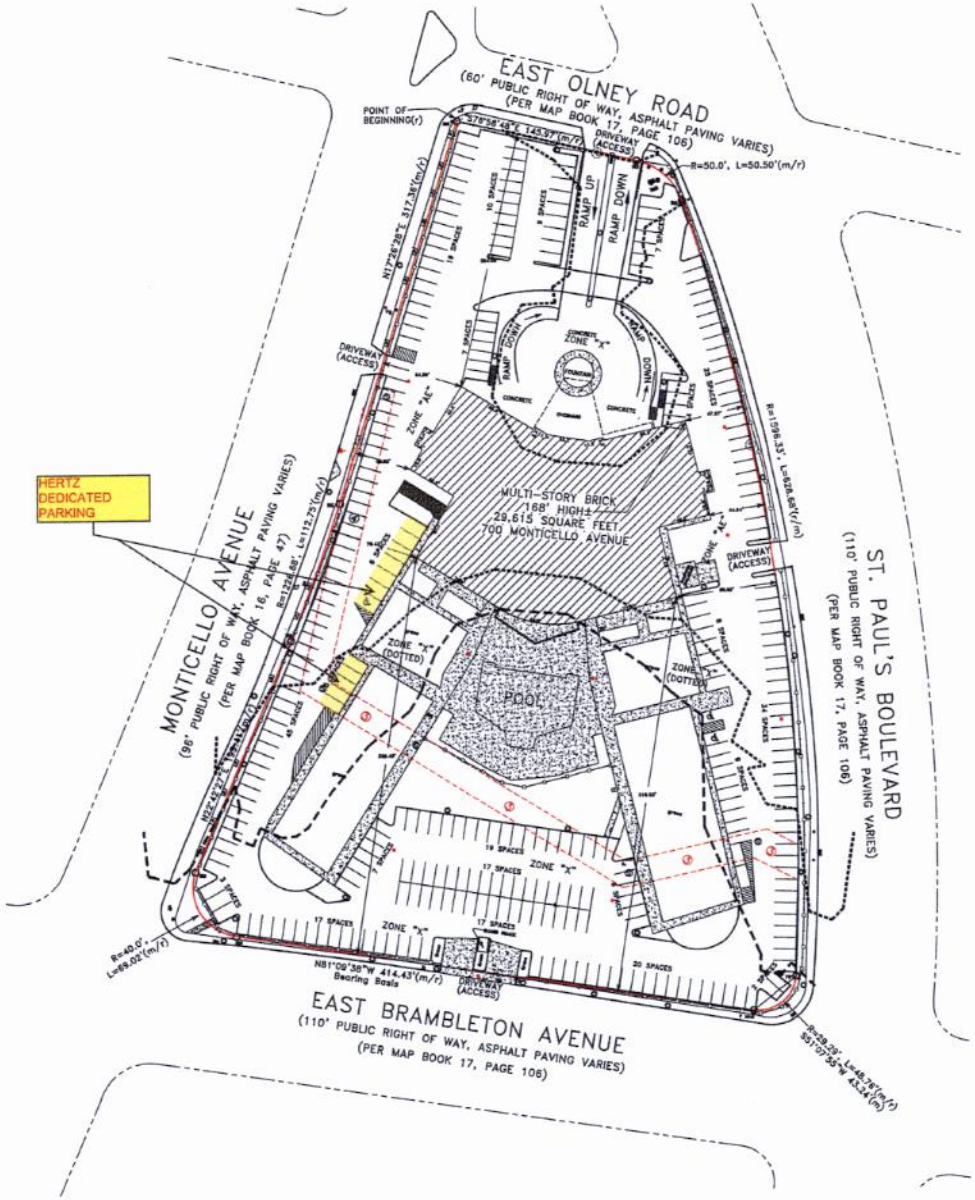
Print name: Jim Williams **Sign:** _____ 5/2/16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

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


19 SURVEY DRAWING
EAST OLNEY ROAD
(90' PUBLIC RIGHT OF WAY, ASPHALT PAVING VARIES)
(PER MAP BOOK 17, PAGE 106)
MONTICELLO AVENUE
(66' PUBLIC RIGHT OF WAY, ASPHALT PAVING VARIES)
(PER MAP BOOK 17, PAGE 47)
ST. PAUL'S BOULEVARD
(110' PUBLIC RIGHT OF WAY, ASPHALT PAVING VARIES)
(PER MAP BOOK 17, PAGE 106)
EAST BRAMBLETON AVENUE
(110' PUBLIC RIGHT OF WAY, ASPHALT PAVING VARIES)
(PER MAP BOOK 17, PAGE 106)
HERTZ DEDICATED PARKING
POOL
16 VICINITY MAP
VICINITY MAP
NOT TO SCALE
17 NORTH ARROW / SCALE
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
Key to CDS ALTA Survey
1 TITLE DESCRIPTION
2 TITLE INFORMATION
3 SCHEDULE B ITEMS
4 SURVEYOR CERTIFICATION
5 FLOOD INFORMATION
6 CEMETERY
7 POSSIBLE ENCROACHMENTS
8 ZONING INFORMATION
9 LEGEND
10 BASIS OF BEARING
11 SURVEYOR'S NOTES
12 PARKING INFORMATION
13 LAND AREA
14 BUILDING AREA
15 BUILDING HEIGHT
16 VICINITY MAP
17 NORTH ARROW / SCALE
18 CLIENT INFORMATION BOX
19 SURVEY DRAWING
20 PROJECT ADDRESS
18 ALTA/ACSM Land Title Survey
This Work Coordinated By:
COMMERCIAL DUE DILIGENCE SERVICES
1700 South Broadway, Bldg E
Moore, Oklahoma 73160
Office: 405.378.5858 – Fax: 405.793.1851
Toll Free: 888.457.7678
Drawn By: JWN Jr.
Surveyor Ref./Inv. #'s:
Agmd By: JWN
Field Date: OCTOBER 22, 2013
Scale: 1"=60'
Date: 10/28/2013
Revision: CDS Comm.
Prepared For:
Client Ref. No:
20 PROJECT ADDRESS
700 MONTICELLO AVENUE, NORFOLK VA
Project Name:
VIRGINIA HOTEL PORTFOLIO
CDS Project Number:
13-10-11121
Approved CDS Surveyor
JOHNYY W. NOBLES & ASSOCIATES
P.O. BOX 407
LUMBERTON, N.C. 28359
Telephone Number: 910-738-5875
email: noblessurveying@nc.rr.com
Sheet 2 of 2


EAST OLNEY ROAD
(60' PUBLIC RIGHT OF WAY, ASPHALT PAVING VARIES)
(PER MAP BOOK 17, PAGE 106)
POINT OF BEGINNING(r)
DRIVEWAY (ACCESS)
R=50.0', L=50.50'(m/r)
RAMP UP
RAMP DOWN
MULTI-STORY BRICK
168' HIGH±
29,615 SQUARE FEET
700 MONTICELLO AVENUE
POOL
ZONE "X"
ZONE "AE"
ZONE "X" (DOTTED)
HERTZ DEDICATED PARKING
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ST. PAUL'S BOULEVARD
(110' PUBLIC RIGHT OF WAY, ASPHALT PAVING VARIES)
(PER MAP BOOK 17, PAGE 106)
EAST BRAMBLETON AVENUE
(110' PUBLIC RIGHT OF WAY, ASPHALT PAVING VARIES)
(PER MAP BOOK 17, PAGE 106)
N81°09'38"W 414.43'(m/r)
Bearing Basis
R=40.0', L=69.02'(m/r)
R=29.29', L=48.76'(m/r)
S51°07'55"W 43.24'(m)

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, May 11, 2016 11:00 AM
To: Miller, Mary; 'dncl@welovenorfolk.org'
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Pollock, Susan
Subject: new Planning Commission application - 700 Monticello Ave
Attachments: Hertz.pdf

Ms. Miller and Mr. Murphy,

Attached please find the application for a special exception to operate an automobile and truck rental facility at 700 Monticello Avenue.

The item is tentatively scheduled for the June 23, 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

Simons, Matthew

From: Kevin R. Murphy <krmurphy@verizon.net>
Sent: Wednesday, May 11, 2016 11:05 AM
To: Straley, Matthew; Miller, Mary; dncl@welovenorfolk.org
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Pollock, Susan
Subject: RE: new Planning Commission application - 700 Monticello Ave
Attachments: Hertz.pdf

Matthew,

The DNCL will not object to this application.

Thanks,

Kevin

From: Straley, Matthew [mailto:Matthew.Straley@norfolk.gov]
Sent: Wednesday, May 11, 2016 11:00 AM
To: Miller, Mary <mmiller@downtownnorfolk.org>; dncl@welovenorfolk.org
Cc: Whibley, Terry <Theresa.Whibley@norfolk.gov>; Winn, Barclay <barclay.winn@norfolk.gov>; Howard, Oneiceia <Oneiceia.Howard@norfolk.gov>; Pollock, Susan <susan.pollock@norfolk.gov>
Subject: new Planning Commission application - 700 Monticello Ave

Ms. Miller and Mr. Murphy,

Attached please find the application for a special exception to operate an automobile and truck rental facility at 700 Monticello Avenue.

The item is tentatively scheduled for the June 23, 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

Simons, Matthew

From: Mary E. Miller <mmiller@downtownnorfolk.org>
Sent: Wednesday, May 11, 2016 11:32 AM
To: Kevin R. Murphy; Straley, Matthew; dncl@welovenorfolk.org
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Pollock, Susan
Subject: RE: new Planning Commission application - 700 Monticello Ave

Matthew,

DNC will also not object.

Mary

Mary B. Miller
President & CEO
Downtown Norfolk Council
223 E. City Hall Avenue, Suite #212, Norfolk, VA 23510

Phone: (757) 623-1757
Fax: (757) 623-1756
Cell: (757) 342-6201
mmiller@downtownnorfolk.org
DowntownNorfolk.org

The Downtown Norfolk Council is the unifying voice of its members and stakeholders, and the primary catalyst for advancing the collective vision for the future of Downtown. We are committed to being a leader, an advocate and a resource for Downtown's continuing development as an attractive, dynamic and economically vital place.

From: Kevin R. Murphy [mailto:krmurphy@verizon.net]
Sent: Wednesday, May 11, 2016 11:05 AM
To: 'Straley, Matthew'; Mary E. Miller; dncl@welovenorfolk.org
Cc: 'Whibley, Terry'; 'Winn, Barclay'; 'Howard, Oneiceia'; 'Pollock, Susan'
Subject: RE: new Planning Commission application - 700 Monticello Ave

Matthew,

The DNCL will not object to this application.

Thanks,

Kevin

From: Straley, Matthew [mailto:Matthew.Straley@norfolk.gov]
Sent: Wednesday, May 11, 2016 11:00 AM
To: Miller, Mary <mmiller@downtownnorfolk.org>; dncl@welovenorfolk.org

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

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

Subject: **Special Exceptions to operate an Eating and Drinking Establishment and to permit Mixed Uses (residential above restaurant) at 1300 Redgate Avenue and 911 Orapax Street – Orapax Inn**

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

Ward/Superward: 2/6

Approved: Marcus D. Jones, City Manager

Item Number: R-7

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

II. **Commission Action:** By a vote of **5 to 0**, the Planning Commission recommends **Approval.**

III. **Requests:** Special Exceptions to operate an Eating and Drinking Establishment and to permit Mixed Uses (residential above restaurant).

IV. **Applicant:** **Orapax Inn**

V. **Description:**

- The applicant proposes a building addition, which would increase the capacity at the existing Orapax Inn restaurant; this expansion requires a special exception to operate an eating and drinking establishment.
- The applicant also proposes to bring the existing nonconforming dwelling unit above the restaurant into conformity by obtaining a special exception for mixed-uses.
  - The restaurant and dwelling unit above have been in operation for over 50 years by the same operators.

	Previous	Proposed
Hours of Operation and Hours for the Sale of Alcohol	10:00 a.m. until 2:00 a.m., Seven days a week	Same
Capacity	• 110 seats indoors • 28 seats outdoors • current capacity not established	• 102 seats indoors • 0 seats outdoors • 114 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**

This 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:

- Proponents and Opponents
- Staff Report to CPC dated June 23, 2016 with attachments
- Ordinances

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Matthew Simons, AICP, CZA, CFM

Staff Report	**Item No.: 11**	
Address	**1300 Redgate Avenue and 911 Orapax Street**	
Applicant	**Orapax Inn**	
Requests	**Special Exceptions**	**a. Eating and drinking establishment** **b. Mixed Uses (residential unit above)**
Property Owner	Athens, LLC	
Site Characteristics	Site/Building Area	11,748 sq. ft./5,000 sq. ft.
	Zoning	C-2 (Corridor Commercial)
	Neighborhood	West Ghent
	Character District	Traditional
Surrounding Area	North	OSP (Open Space Preservation): Fergus Reid Tennis Courts
	East	C-1 (Limited Commercial): 7-Eleven
	South	C-2 and I-1 (Limited Industrial): The New Leaf florist, single-family home, duplex, fitness school, contractors offices
	West	OSP (Open Space Preservation): Fergus Reid Tennis Courts

A. Summary of Request

- The site is located at the northwest corner of Redgate Avenue and Orapax Street within the West Ghent neighborhood.
- The applicant proposes a building addition, which would increase the capacity at the existing Orapax Inn restaurant; this expansion requires a special exception to operate an eating and drinking establishment.
- The applicant also proposes to bring the existing nonconforming dwelling unit above the restaurant into conformity by obtaining a special exception for mixed-uses.
    - The restaurant and dwelling unit above have been in operation for over 50 years by the same operators.

B. Plan Consistency

The proposed special exceptions are consistent with *plaNorfolk2030*, which designates this site as residential mixed.

C. Zoning Analysis

i. General

- This eating and drinking establishment has been in operation for over 50 years.
    - The restaurant was in operation prior to the requirement of a special exception for the sale of alcoholic beverages and mixed uses and the restaurant and dwelling unit are legally nonconforming ("grandfathered").
    - The applicant proposes to modify the site by constructing and addition which requires that the site come into compliance by obtaining the necessary special exceptions.
- The site is zoned C-2 (Corridor Commercial) district which permits the uses by Special Exception.
- The site is surrounded by a mix of residential, commercial, recreational and light industrial uses nearby.

	Previous	Proposed
Hours of Operation and Hours for the Sale of Alcohol	10:00 a.m. until 2:00 a.m., Seven days a week	Same
Capacity	• 110 seats indoors • 28 seats outdoors • current capacity not established	• 102 seats indoors • 0 seats outdoors • 114 total capacity

ii. Parking

- The site is located in the Traditional Character District, which requires one parking space per 175 square feet for Eating and Drinking Establishments and two (2) parking spaces for the residential dwelling unit.

- The *Zoning Ordinance* promotes the reuse of existing buildings throughout the City by acknowledging all buildings constructed prior to 1992 as being vested from the basic parking minimum parking requirement of one space per 250 square feet.
  - Therefore, the 5,000 square foot facility is vested for 20 parking spaces.
- In order to comply with the *Zoning Ordinance*, the proposed 900 square foot addition requires five (5) additional parking spaces and one (1) space for the dwelling unit.
- In 2009, the western portion of the property was developed with a parking lot which added eleven (11) new off-street parking spaces to the site.
  - The *Zoning Ordinance* requires five (5) additional parking spaces.
  - The owner also owns the site at 816 Orapax Street, which has a parking surplus of five (5) spaces.
  - The uses on the two sites are such that shared parking should work because the uses do not share the same peak hours.
- The proposed 900 square foot building addition should not have an adverse impact on the surrounding uses given the shared parking agreement.

ii. 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 the proposed expansion of this existing restaurant with a residential unit on-site will generate 121 additional vehicle trips per day.
- Redgate Avenue adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan but is part of the existing Elizabeth River Trail.

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 parking lot serving the restaurant is located to the west of the building and is buffered from any residential exposure by the Fergus Reid Tennis Courts.
- The parking lot was improved in 2009 through the City's Site Plan Review process.
  - The parking lot is constructed with pervious pavers to help mitigate the impacts of stormwater runoff.

- A landscape plan was approved during the Site Plan Review process and it continues to be adequately maintained.

H. Impact on Surrounding Area/Site

- Over the past year, there have been four calls for police service at this site with no arrests made.
- The restaurant has been in operation for over 50 years at this site and the addition, subject to compliance with the parking requirements, should not negatively impact the surrounding area.

I. Payment of Taxes

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

J. Civic League

- Letters were sent to the West Ghent Civic League and Chelsea Business Association on May 11.
- A letter of support was received from the West Ghent Civic League on May 20.

K. Communication Outreach/Notification

- Legal notice was posted on the property on May 17.
- Letters were mailed to all property owners within 300 feet of the property on June 9.
- Legal notification was placed in *The Virginian-Pilot* on June 9 and June 16

L. Recommendation

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

Special Exception Conditions – Eating and Drinking Establishment

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be from 10:00 a.m. until 2:00 a.m. the following morning, seven days a week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 102 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 114 people.

(c) The establishment shall maintain a minimum of five available off-lot parking spaces within 500-feet walking distance, reserved for the exclusive use of the establishment during times when the establishment is open to the public for business.

(d) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation 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.

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

(f) The establishment shall remain current on all food and beverages taxes and other local taxes which may become due while it is in operation.

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

(h) A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.

(j) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this Special Exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new Special Exception must be obtained prior to implementing such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

(k) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this Special Exception. This Special Exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(l) An ABC manager, employed and compensated by the applicant, shall be present at all events held on the premises. This manager shall supervise the event at all times. The ABC manager shall be present on the premises at least one hour prior to the beginning of the event and shall remain on the premises until the event is concluded

and the establishment is secured and locked. If alcohol is not served or consumed, a responsible supervisor, employed and compensated by the applicant, shall perform this function.

(m) In addition to the ABC manager or supervisor, the applicant shall provide such additional paid staff as may be necessary to coordinate, supervise, and manage any event held on the premises.

(n) There shall be no entertainment, no dancing, and no dance floor provided.

(o) Neither the establishment nor any portion of it shall be leased, let, or used by any third party to stage an event for profit. No outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(p) A copy of this Adult Use Special Exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this Adult Use 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
Applications
Off-lot parking agreement with property at 816 Orapax Street
Notice to the West Ghent Civic League and Chelsea Business Association
Letter of support – West Ghent Civic League

Proponents and Opponents

Proponents
None

Opponents
None

06/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN EATING AND DRINKING ESTABLISHMENT NAMED "ORAPAX INN" ON PROPERTY LOCATED AT 1300 REDGATE AVENUE.

- - -

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

Section 1:- That a Special Exception is hereby granted to Orapax, Inc. authorizing the operation of an eating and drinking establishment named "Orapax Inn" on property located at 1300 Redgate 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 northern line of Redgate Avenue and 100 feet, more or less, along the western line of Orapax Street; premises numbered 1300 Redgate Avenue.

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be limited to 10:00 a.m. until 2:00 a.m. the following morning, seven days per week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 102 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 114 people.

(c) The establishment shall maintain a minimum of five (5) available off-lot parking spaces within 500-feet walking distance reserved for the exclusive use of the establishment during times when the establishment is open to the public for business.

(d) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation 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.

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

(f) The establishment shall remain current on all food and beverages taxes and other local taxes which may become due while it is in operation.

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

(h) A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.

(i) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this Special Exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new Special Exception must be obtained prior to implementing such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

(j) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this Special Exception. This Special Exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(k) An ABC manager, employed and compensated by the applicant, shall be present at all events held on the premises. This manager shall supervise the event at all times. The ABC manager shall be present on the premises at least one hour prior to the beginning of the event and shall remain on the premises until the event is concluded and the establishment is secured and locked. If alcohol is not served or consumed, a responsible supervisor, employed and compensated by the applicant, shall perform this function.

(l) In addition to the ABC manager or supervisor, the applicant shall provide such additional paid staff as may be necessary to coordinate, supervise, and manage any event held on the premises.

(m) There shall be no entertainment, no dancing, and no dance floor provided.

(n) Neither the establishment nor any portion of it shall be leased, let, or used by any third party to stage an event for profit. No outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(o) A copy of this Adult Use Special Exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this Adult Use Special Exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning

administrator.

Section 3:- That the City Council hereby determines that the Special Exception granted herein complies with each of the requirements of § 25-7 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), namely that:

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

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

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

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

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

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

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

(h) The proposed use and development will not cause

substantial air, water, soil or noise pollution or other types of pollution which cannot be mitigated;

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

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

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

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

ATTACHMENT:
Exhibit A (3 pages)

EXHIBIT "A"
Description of Operations
Eating and Drinking Establishment

Date 5/6/16

Trade name of business Orapax Inn

Address of business 1300 Redgate Avenue

Name(s) of business owner(s)* Orapax, Inc. - Nicholas Seretis

Name(s) of property owner(s)* Athens, LLC - Nicholas Seretis

Daytime telephone number (757) 672-1153

*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 10am	To 2am	Weekday	From 10am	To 2am
Friday	From "	To "	Friday	From "	To "
Saturday	From "	To "	Saturday	From "	To "
Sunday	From "	To "	Sunday	From "	To "

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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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 showers, retirements, family functions

_____

_____

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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Eating and Drinking Establishment

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

_____

_____

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

_____

Signature of Applicant

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

(Revised January 2015)

06/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT MIXED USES ON PROPERTY LOCATED AT 911 ORAPAX STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit mixed uses on property located 911 Orapax Street. The property which is the subject of this Special Exception is more fully described as follows:

Property fronting 100 feet, more or less, along the northern line of Redgate Avenue and 100 feet, more or less, along the western line of Orapax Street; premises numbered 911 Orapax Street.

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

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

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;

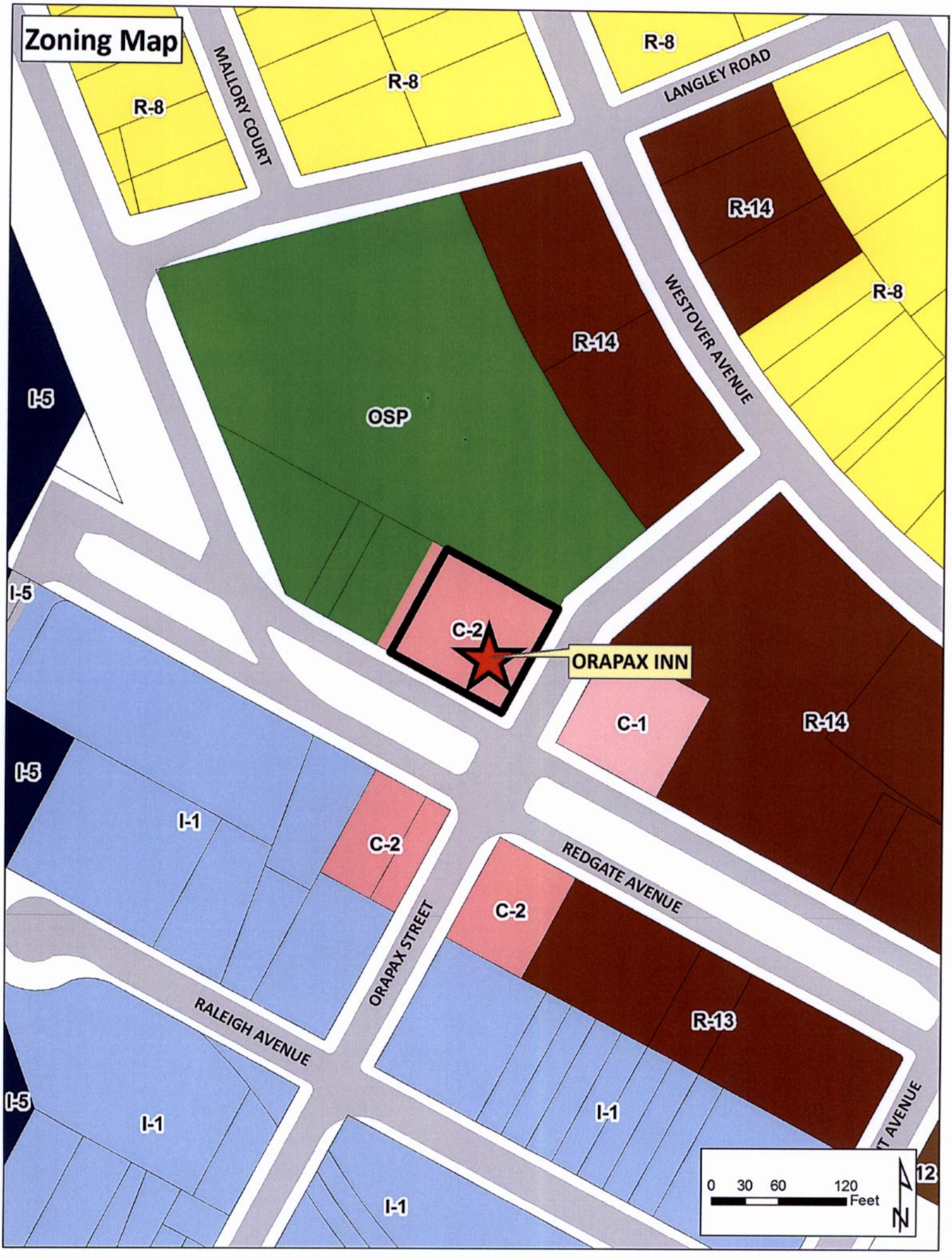
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

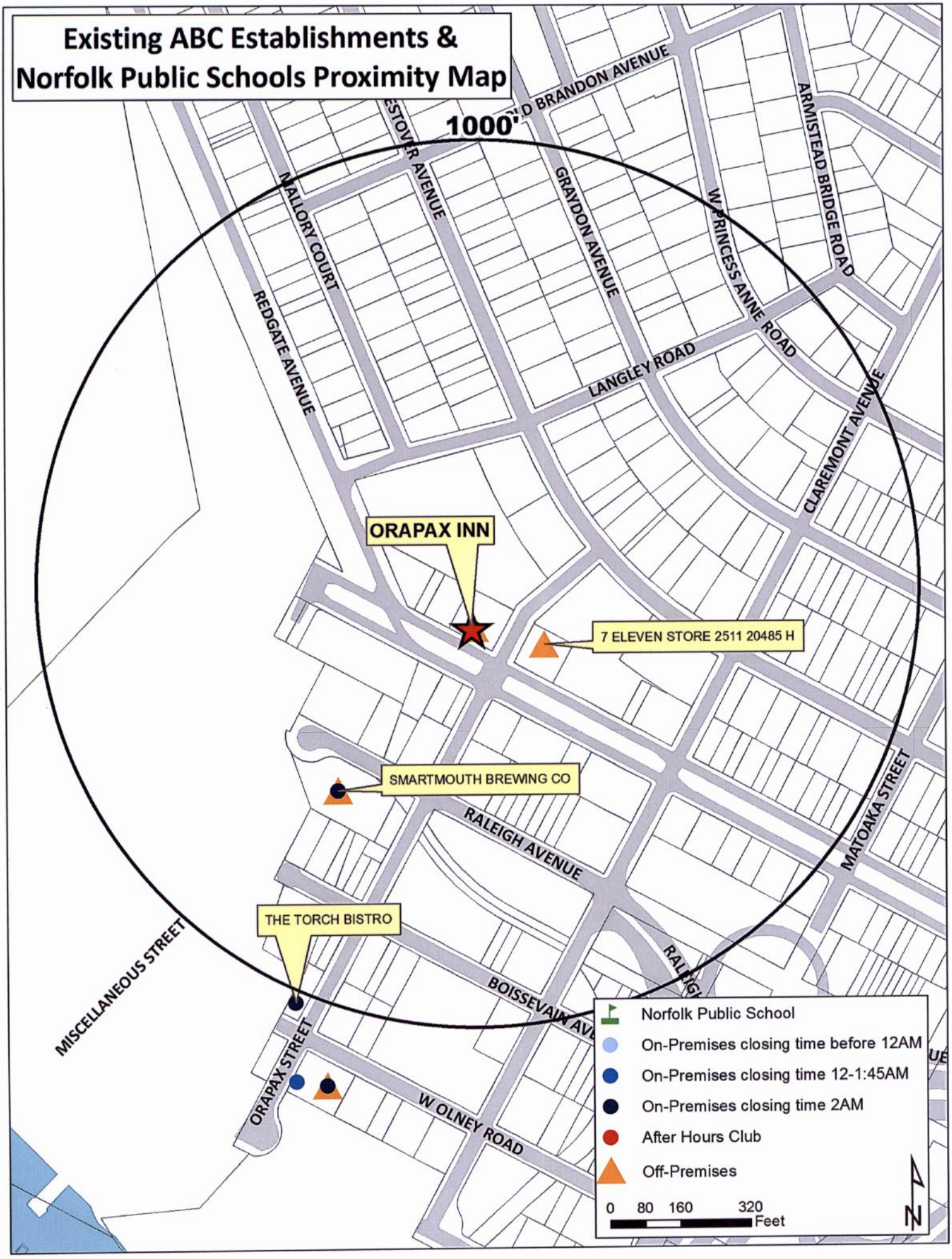
(k) No application for a special exception shall be recommended or granted until any and all delinquent

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
REDGATE AVENUE
ORAPAX INN
ORAPAX STREET
REDGATE AVENUE
0 10 20 40
Feet
N


Zoning Map
R-8
R-8
MALLORY COURT
R-8
LANGLEY ROAD
R-14
R-8
WESTOVER AVENUE
R-14
OSP
I-5
I-5
C-2
ORAPAX INN
C-1
R-14
I-5
I-1
C-2
REDGATE AVENUE
C-2
ORAPAX STREET
R-13
RALEIGH AVENUE
I-5
I-1
I-1
I-1
0 30 60 120
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
D BRANDON AVENUE
ESTOVER AVENUE
MALLORY COURT
REDGATE AVENUE
GRAYDON AVENUE
W PRINCESS ANNE ROAD
ARMISTEAD BRIDGE ROAD
LANGLEY ROAD
CLAREMONT AVENUE
ORAPAX INN
7 ELEVEN STORE 2511 20485 H
SMARTMOUTH BREWING CO
RALEIGH AVENUE
MATOAKA STREET
THE TORCH BISTRO
MISCELLANEOUS STREET
BOISSEVAIN AVE
ORAPAX STREET
W OLNEY ROAD
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 5/6/16

DESCRIPTION OF PROPERTY

Address 1300 Redgate Avenue

Existing Use of Property Restaurant with apt above

Proposed Use Same with bldg addition

Current Building Square Footage 4,100

Proposed Building Square Footage 5,000

Trade Name of Business (if applicable) Orapax

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

Athens, LLC

1. Name of applicant: (Last) SERETIS (First) NICK (MI) ____

Mailing address of applicant (Street/P.O. Box): 1300 REDGATE AVE

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

Daytime telephone number of applicant (757) 672-1153 Fax (757) ____

E-mail address of applicant: Nickseretis61@GMAIL.COM

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

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

2. Name of applicant: (Last) LEMOLE (First) SALVATORE (MI) R

Mailing address of applicant (Street/P.O. Box): 2669 PRODUCTION RD / 102

(City) VA. BEACH (State) VA (Zip Code) 23454

Daytime telephone number of applicant (757) 228-2620 Fax ( )

E-mail address of applicant: SRLEMOLE@GMAIL.COM

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

Athens, LLC

3. Name of property owner: (Last) Seretis (First) Nicholas (MI)

Mailing address of property owner (Street/P.O. box): 1300 Redgate Ave

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

Daytime telephone number of owner (757) 672-1153 email: nickseretis61@gmail.com

CIVIC LEAGUE INFORMATION

Civic League contact: West Ghent / Chelsea Bus. Assoc.

Date(s) contacted:

Ward/Super Ward information: 2/6

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: Nicholas Seretis (Property Owner) **Sign:** _____ 5/6/16 (Date)

Print name: NicholaSeretis (Applicant) **Sign:** _____ 5/6/16 (Date)

ONLY NEEDED IF APPLICABLE:

Print name: _____ (Authorized Agent Signature) **Sign:** _____ 5/6/2016 (Date)

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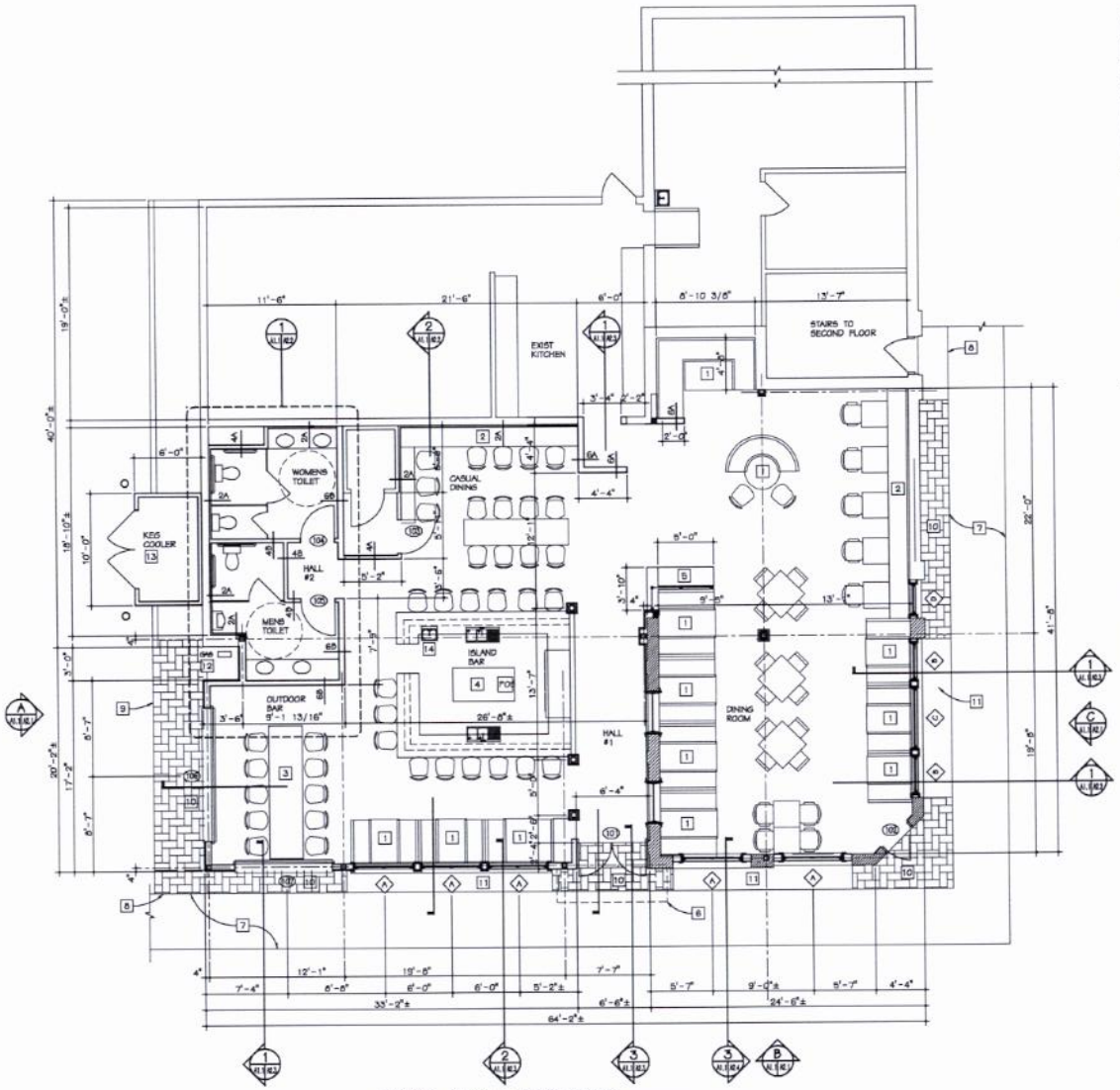


FLOOR PLAN - NEW WORK
1/4" = 1'-0"

FINISH SCHEDULE

ROOM NAME	FLOOR FIN	BASE FIN	WAINSCOT FIN	WAINSCOT HGT	WALLS FIN	CEILING FIN	CEILING HGT	NOTES
HALL #1	STONE	WD	---	---	GWB	SAPC	10'-0"	1
ISLAND BAR	STONE	WD	---	---	FRP	SAPC	10'-0"	
OUTDOOR BAR	STONE	WD	---	---	FRP	SAPC	10'-0"	
CASUAL DINING	STONE	WD	---	---	GWB	SAPC	10'-0"	
HALL #2	PT	WD	---	---	GWB	SAPC	9'-0"	
WOMENS TOILET	PT	WD	PT	40"	FRP	SAPC	9'-0"	
MENS TOILET	PT	WD	PT	40"	GWB	SAPC	9'-0"	
DINING ROOM	STONE	WD	---	---	FRP	SAPC	10'-0"	
EXIST KITCHEN	PT	QT	---	---	PT/FRP	SAPC	9'-0"	2

FINISH SCHEDULE NOTES

1. PROVIDE HOLD DOWN CLIPS TYPICAL WITHIN 10'-0" OF ENTRY DOORS
2. EXIST WASHABLE CEILING TILE

ABBREVIATIONS

ACT	ACOUSTIC CEILING TILE
AL	ALUMINUM
EXP	EXPOSED
FRP	FIBERGLASS REINF. PLASTIC PANELS OVER GWB
GWB	GYPSUM WALLBOARD
P	PAINT
PLYWD	PLYWOOD
PT	PORCELAIN TILE
RESIL	RESILIENT

NOTES THIS SHEET

1. BOOTH SEATING, SEE TYPICAL DETAILS SHEET A-2.5
2. BENCH SEATING, SEE TYPICAL SECTAILS SHEET A-2.5
3. DRINK TABLE AT 42" AFF
4. BAR, SEE TYPICAL CASEWORK DETAILS SHEET A-2.5
5. HOSTESS STATION
6. LINE OF ROOF ABOVE
7. EXIST CONC WALK
8. APPROX PROPERTY LINE
9. EXIST CURB
10. CONC PAVERS, TYP
11. LANDSCAPE BED
12. EXIST GAS METER, ADJUST / ROTATE TO FACE PARKING AS REQUIRED
13. INSULATED PANEL KEG COOLER
14. HANDSINK

ISSUED FOR PRICING
5-20-16

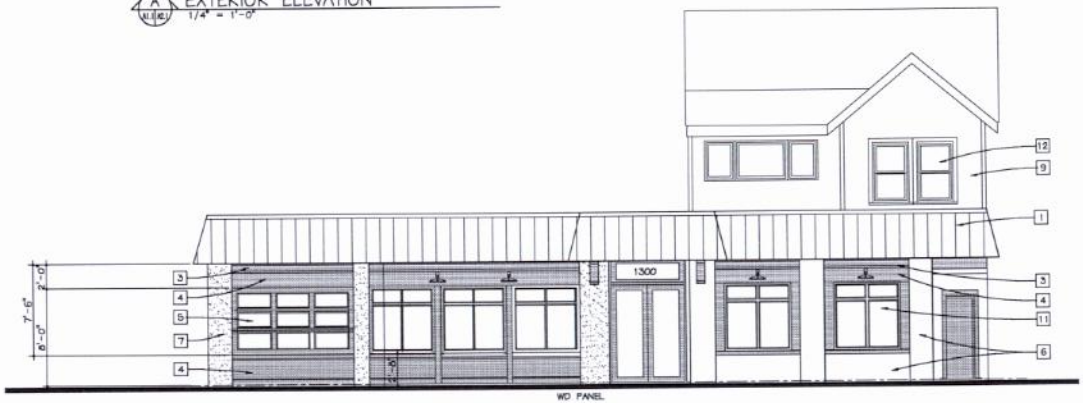
PROJECT NO: 16020
DATE: 20 MAY 2016

THE ORAPAX RESTAURANT ADDITION / ALTERATIONS
1300 REDGATE AVENUE
NORFOLK, VIRGINIA
SHEET TITLE: FLOOR PLAN - NEW WORK

LEMOLE ARCHITECTS

SHEET NUMBER
A-1.1
X OF XX

A EXTERIOR ELEVATION
1/4" = 1'-0"



B EXTERIOR ELEVATION
1/4" = 1'-0"

C EXTERIOR ELEVATION
1/4" = 1'-0"

NOTES THIS SHEET

1. STANDING SEAM METAL ROOF
2. DECORATIVE WD BRACKET ARM
3. WD CROWN
4. WD PANEL
5. WD OVERHEAD SECTIONAL DOOR
6. CLEAN, REPAIR AND PAINT EXIST STUCCO
7. STO PERMALATH, PAINTED
8. APPROX FIN GRADE
9. EXIST VINYL SIDING
10. WALL MOUNTED LIGHT AS SELECTED BY OWNER
11. CLAD WD WINDOW
12. EXIST VINYL WINDOW
13. EXIST STUCCO, NO WORK
14. EXIST PAINTED CMU, NO WORK

PROGRESS PRINTS
5-2-16

PROJ MGR	SRL
DESIGNED	SRL
DRAWN	SRL
CHECKED	SRL

DATE	REVISIONS	DESCRIPTION	SYM

PROJECT NO 18020
DATE 2 MAY 2016

THE ORAPAX RESTAURANT ADDITION / ALTERATIONS

1300 REDGATE AVENUE NORFOLK, VIRGINIA

SHEET TITLE EXTERIOR ELEVATIONS - NEW WORK

LEMOLE ARCHITECTS

SHEET NUMBER
A-2.1

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Mixed Uses

Date of application: 5-6-16

DESCRIPTION OF PROPERTY

1300 Redgate Ave - parcel address

Property location: (Street Number) 909 (Street Name) Orapax St - mailing address

Existing Use of Property Restawant

Current Building Square Footage 1,300 sf unit

Proposed Use Same restawant with building addition.
One residential unit above.

Proposed Square Footage Same

Proposed Hours of Operation:

Weekday	From	N/A	To	N/A
Friday	From		To	
Saturday	From		To	
Sunday	From	↓	To	↓

Trade Name of Business (If applicable) Orapax

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) Seretis (Oropox) (First) Nicholas (MI) ____

Mailing address of applicant (Street/P.O. Box): 1300 Redgate Avenue

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

Daytime telephone number of applicant (757) 672-1153 Fax ( ) ____

E-mail address of applicant: nickseretis61@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) LEMOLE (First) SALVATORE (MI) R.

Mailing address of applicant (Street/P.O. Box): 2669 PRODUCTION RD / 102

(City) VA. BEACH (State) VA (Zip Code) 23454

Daytime telephone number of applicant (757) 228.2620 Fax ( ) ____

E-mail address of applicant: SRLEMOLE@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) Seretis Athens, LLC (First) Nicholas (MI) ____

Mailing address of property owner (Street/P.O. box): 1300 Redgate Avenue

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

Daytime telephone number of owner (757) 672-1153 email: nickseretis61@gmail.com

CIVIC LEAGUE INFORMATION

Civic League contact: West Ghent / Chelsea Bus. Assoc.

Date(s) contacted: _____

Ward/Super Ward information: 2/6

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: Nicholas Seretis (Property Owner) **Sign:** _____ 1 May 16 2016 (Date)

Print name: Nicholas Seretis (Applicant) **Sign:** _____ 1 May 16 2016 (Date)

ONLY NEEDED IF APPLICABLE:

Print name Salvatore Lemole (Authorized Agent Signature) **Sign:** _____ 5/6/2016 (Date)

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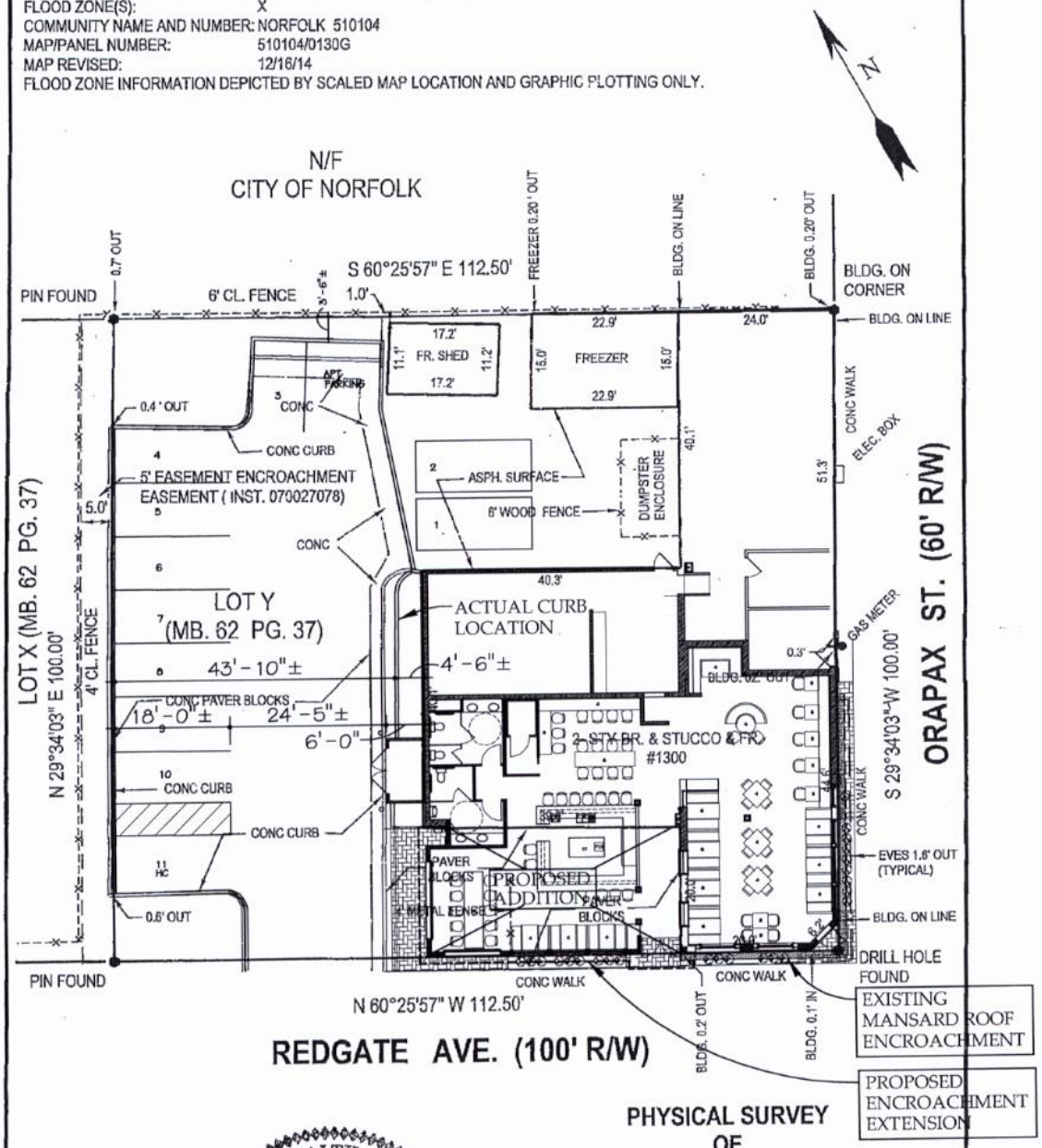
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569

THIS IS TO CERTIFY THAT I, ON FEBRUARY 3, 2016 SURVEYED THE PROPERTY SHOWN ON THIS PLAT.

NOTE:
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ANY OR ALL EASEMENTS OR RESTRICTIONS THAT MAY AFFECT THE PROPERTY SHOWN HEREON. A CURRENT TITLE REPORT WAS NOT FURNISHED.

NOTE:
ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) THIS PROPERTY APPEARS TO FALL IN
FLOOD ZONE(S): X
COMMUNITY NAME AND NUMBER: NORFOLK 510104
MAP/PANEL NUMBER: 510104/0130G
MAP REVISED: 12/16/14
FLOOD ZONE INFORMATION DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY.



COMMONWEALTH OF VIRGINIA
ARTHUR L. ROOD
Lic. No. 1543
02/03/16
LAND SURVEYOR

PHYSICAL SURVEY
OF
LOT Y
SUBDIVISION OF
LOTS 1-7, BLOCK 65
PLAT OF REDGATE REALTY CORP.
(MB. 62 PG. 37)
NORFOLK, VIRGINIA
FOR
ATHENS, LLC

AREA (PLAT)
11250 SF OR 0.2583 AC.

0 20'

SCALE: 1"=20'
DATE: 02/03/16
REF: MB. 62 PG. 37 NORFOLK
FB/PG: T121/42
FILE NO: 63239

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

63239

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, May 11, 2016 11:32 AM
To: 'president@westghent.net'; 'malia@thebirchbar.com'
Cc: Whibley, Terry; Winn, Barclay; Wilson, Denise; Simons, Matthew
Subject: new Planning Commission application - 1300 Redgate Ave
Attachments: Orapax_EatingDrinking.pdf; Orapax_mixeduses.pdf

Dr. Lowe and Ms. Paasch,

Attached please find the applications for the following special exceptions at 1300 Redgate Avenue:

a. Eating and drinking establishment.
b. Mixed uses.

The purpose of the requests is to allow the existing restaurant to expand and bring the existing nonconforming dwelling unit on the second floor into conformity.

The item is tentatively scheduled for the June 23, 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: GEORGE PEGRAM <wgclpresident@gmail.com>
Sent: Friday, May 20, 2016 2:22 PM
To: Simons, Matthew
Cc: Dan Neumann
Subject: Re: new Planning Commission application - 1300 Redgate Ave

Matthew,
We did bring the issue up at our general meeting on Wed. May 18th. I am happy to report that a motion was made and passed unanimously that the WGCL will go on record as not having opposition to the special exception application that will allow Orapax to serve alcohol. If I can be of further service please let me know.

Sincerely,
George

On Mon, May 16, 2016 at 4:46 PM, Simons, Matthew <Matthew.Simons@norfolk.gov> wrote:

> George,
>
> Okay thanks for the update.
>
> Let me know if you think this is something that will be brought before the entire civic league or not.
>
> Thanks,
>
> Matthew Simons, AICP, CZA, CFM
>
> City Planner II
>
> 757-664-4750

From: Straley, Matthew
Sent: Monday, May 16, 2016 3:44 PM
To: Simons, Matthew
Subject: FW: new Planning Commission application - 1300 Redgate Ave

FYI

Matthew Straley

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

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

Subject: **Special Exception for the sale of alcoholic beverages for off-premises consumption at 240 E. Main Street – Corks and Caps**

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 **5 to 0**, the Planning Commission recommends **Approval.**

III. **Request:** Special Exception for the sale of alcoholic beverages for off-premises consumption.

IV. **Applicant: Melanie Nusbaum**

V. **Description:**

- The site is located Downtown on East Main Street, west of the intersection of East Main Street and Atlantic Street.
- The applicant proposes to offer beer and wine for off-premises consumption at a new establishment, named Corks and Caps, within a currently vacant suite.

	Proposed
Hours of Operation and for the Sale of Alcoholic Beverages for Off-Premises Consumption	10:00 a.m. until 10:00 p.m., Seven days a week
Off-Premises Alcohol Types	Beer and wine

VI. **Historic Resources Impacts**

The building is not located within a federal, state, or local historic district.

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 June 23, 2016 with attachments
- Proponents and Opponents
- Ordinance

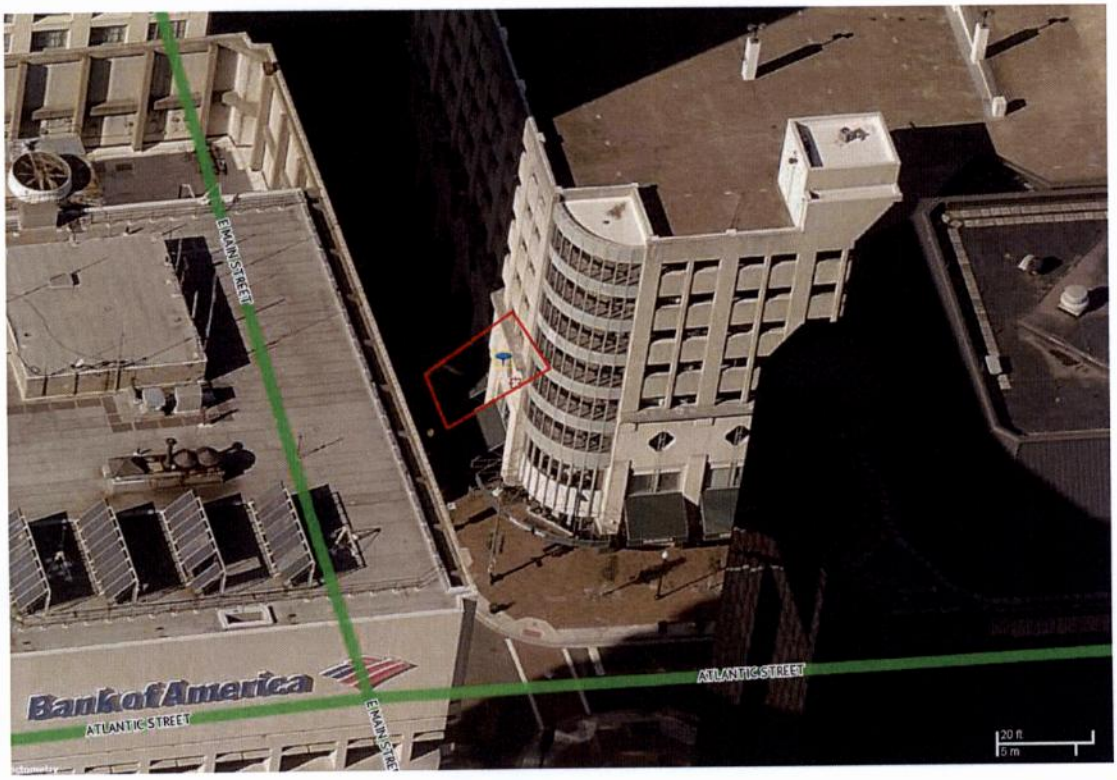
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016

Executive Secretary: George M. Homewood, FAICP, CFM GH

Planner: Chris Whitney, CFM CW

Staff Report	Item No. 15	
Address	**240 East Main Street**	
Applicant	**Corks and Caps**	
Request	**Special Exception**	**Sale of Alcoholic Beverages for Off-Premises Consumption**
Property Owner	City of Norfolk	
Site Characteristics	Site Area/Space	44,475 sq. ft./1,377 sq. ft.
	Future Land Use Map	Downtown
	Zoning	D-2 (Downtown Regional Center District)
	Neighborhood	Downtown
	Character District	Downtown
Surrounding Area	North	D-2: Slover Library
	East	D-2: Schlotzsky's
	South	D-2: Marriott Hotel, Shula's 347 Grill
	West	D-2: Hairways barber shop



A. Summary of Request

- The site is located Downtown on East Main Street, west of the intersection of East Main Street and Atlantic Street.
- The applicant proposes to offer beer and wine for off-premises consumption at a new establishment, named Corks and Caps, within a currently vacant suite.

B. Plan Consistency

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

C. Zoning Analysis

i. General

The site is located in the D-2 district, which permits the proposed use by special exception.

	Proposed
Hours of Operation and for the Sale of Alcoholic Beverages for Off-Premises Consumption	10:00 a.m. until 10:00 p.m., Seven days a week
Off-Premises Alcohol Types	Beer and wine

ii. Parking

The site is located within the D-2 zoning district, which does not require off-street parking.

iii. Flood Zone

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

D. Transportation Impacts

- No new trips are forecast related to the proposed addition of off-premises alcohol sales at this existing retail location.
- This downtown site has good transit accessibility served with both frequent bus service and also light rail available at the nearby MacArthur Square station.
- Main Street adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

The building is not located within a federal, state, or local historic district.

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

This site is located Downtown, which encourages this type of retail use.

J. Payment of Taxes

This property is owned by the City and is non-taxable.

K. Civic League

- Notice was sent to the Downtown Norfolk Civic League and Downtown Norfolk Council on May 11.
- An email of no objection was received from the Downtown Norfolk Civic League on May 11.

L. Communication Outreach/Notification

- Legal notice was posted on the property on May 17.
- Letters were mailed to all property owners within 300 feet of the property on June 9.
- Legal notification was placed in *The Virginian-Pilot* on June 9 and June 16.

M. Recommendation

Staff recommends **approval** of the special exception request subject to the conditions below:

(a) The hours of operation for the sale of alcoholic beverages for off-premises consumption shall be limited to 10:00 a.m. until 10:00 p.m., seven days a week.

(b) 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.

(c) 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.

(d) No alcoholic beverage having more than 21% alcohol by volume shall be sold.

(e) No beer shall be sold in any package containing fewer than six (6) bottles or cans, with the exception of those bottled beers which are exclusively produced in

bottles greater than 12 ounces but less than 32 ounces in size. No wine shall be sold in containers less than 375 ml each.

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

(g) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this Special Exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new Special Exception must be obtained prior to 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.

(h) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this Special Exception. This Special Exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(i) 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.

(j) 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.

(k) 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

06/22/2016 lds

Form and Correctness Approved: RVP

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 "CORKS AND CAPS" ON PROPERTY LOCATED AT 240 EAST MAIN STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted to Corks and Caps, LLC authorizing the sale of beer and wine for off-premises consumption at an establishment known as "Corks and Caps" on property located at 240 East Main Street. The property which is the subject of this Special Exception is more fully described as follows:

Property fronts 280 feet, more or less, along the northern line of East Main Street and 154 feet, more or less, along the western line of Atlantic Street; premises numbered 240 East Main Street.

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

(a) The hours of operation for the sale of alcoholic beverages for off-premises consumption shall be limited to 10:00 a.m. until 10:00 p.m., seven days per week.

(b) 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.

(c) 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.

(d) No alcoholic beverage having more than 21% alcohol by volume shall be sold.

(e) No beer shall be sold in any package containing fewer than six (6) bottles or cans, with the exception of those bottled beers which are exclusively produced in bottles greater than 12 ounces but less than 32 ounces in size. No wine shall be sold in containers less than 375 ml each.

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

(g) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this Special Exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new Special Exception must be obtained prior to 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.

(h) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this Special Exception. This Special Exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(i) 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.

(j) 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.

(k) 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: May 4, 2016

Name of business: Corks & Caps

Address of business: 240 East Main Street, Norfolk Virginia 23510

Name(s) of business owner(s)*: Melanie & Michael Nusbaum - dba Corks and Caps, LLC

Name(s) of property owner(s)*: City of Norfolk

Name(s) of business manager(s)/operator(s): Melanie & Michael Nusbaum

Daytime telephone number (757) 348-8581

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

1. Proposed Hours of Operation:

Facility			Alcoholic Beverage Sales		
Weekday	From 10:00	To 10:00	Weekday	From 10:00	To 10:00
Friday	From 10:00	To 10:00	Friday	From 10:00	To 10:00
Saturday	From 10:00	To 10:00	Saturday	From 10:00	To 10:00
Sunday	From 10:00	To 10:00	Sunday	From 10:00	To 10:00

2. Type of alcoholic beverage applied for:
☑ Beer ☑ Wine ☐ Mixed Beverage

3. Alcoholic beverages to be sold:
☑ Room temperature ☑ Refrigerated

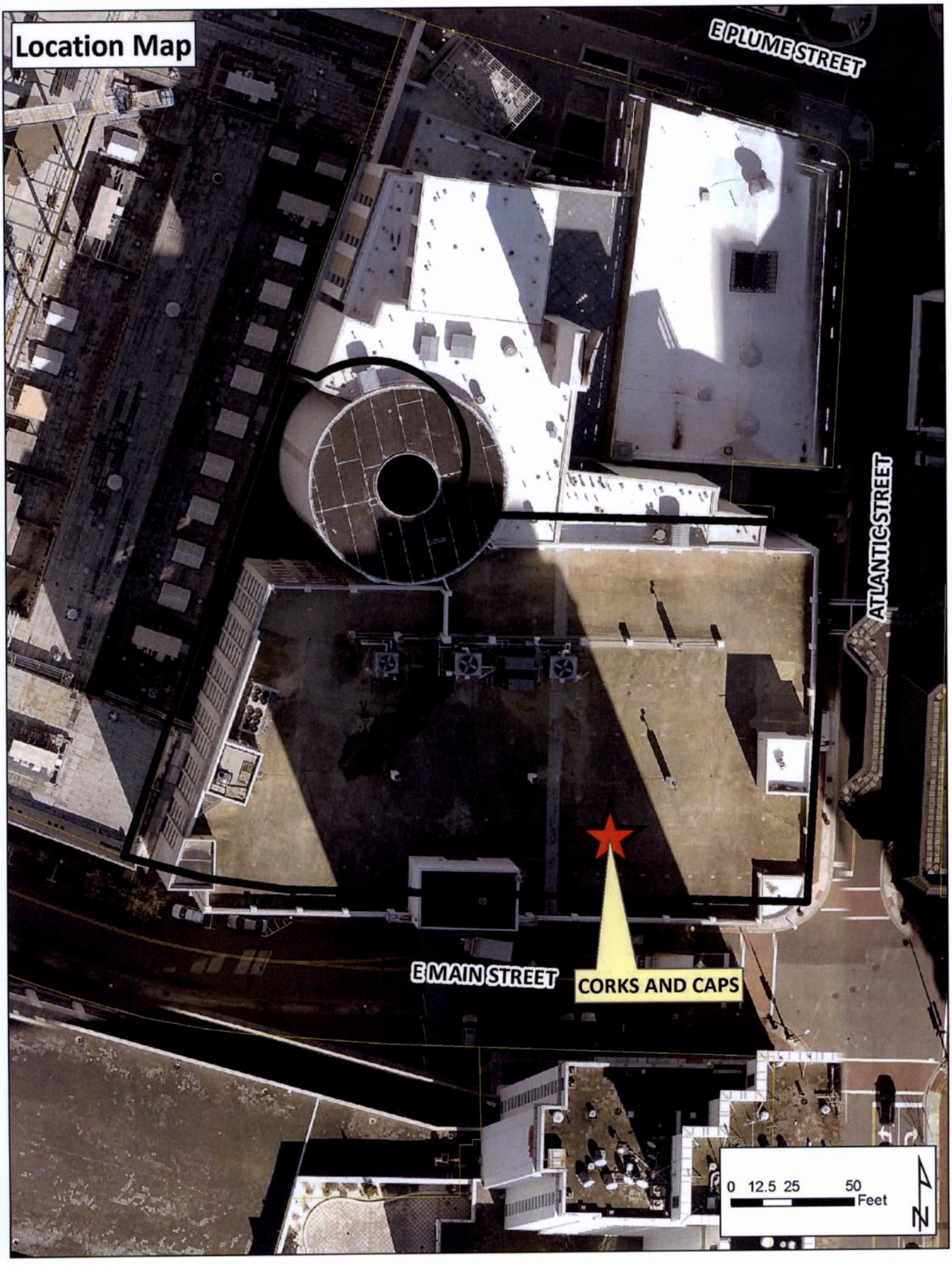
DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January, 2015)

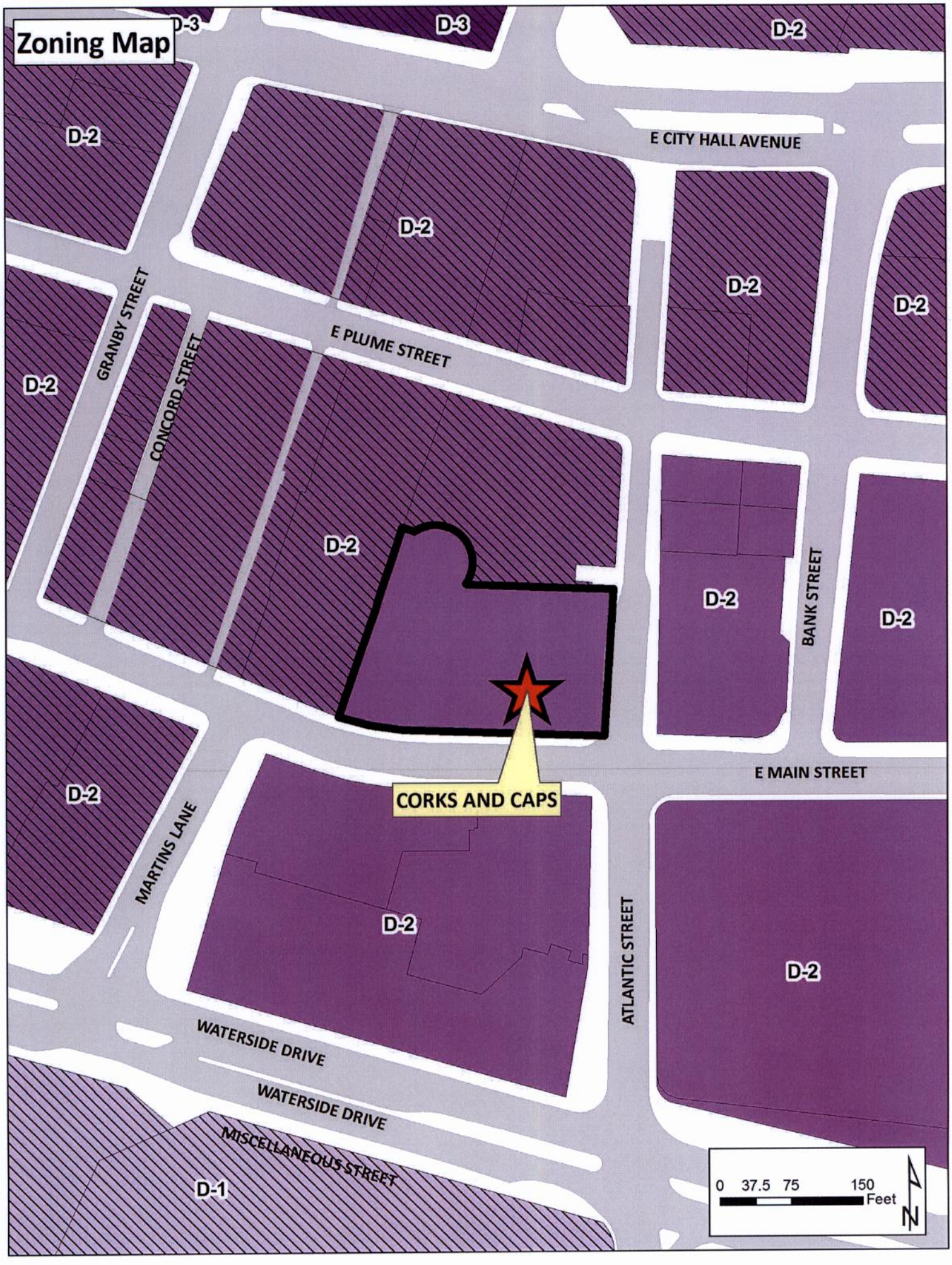
4. As a general rule, the City does not approve selling beer in a single-sized serving container or selling wine in a bottle that is less than 375 milliliters. If you are seeking approval to sell servings that do not meet these criteria, please explain your justification as well as indicate what sizes you would sell:

We do not sell singles of beer, nor any wine less than 375 ml.

Signature of applicant/owner

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


Location Map
E PLUME STREET
ATLANTIC STREET
E MAIN STREET
CORKS AND CAPS
0 12.5 25 50
Feet
N


Zoning Map
D-3
D-3
D-2
D-2
E CITY HALL AVENUE
D-2
D-2
D-2
D-2
GRANBY STREET
CONCORD STREET
E PLUME STREET
D-2
D-2
D-2
BANK STREET
D-2
D-2
CORKS AND CAPS
E MAIN STREET
D-2
MARTINS LANE
D-2
ATLANTIC STREET
D-2
WATERSIDE DRIVE
WATERSIDE DRIVE
MISCELLANEOUS STREET
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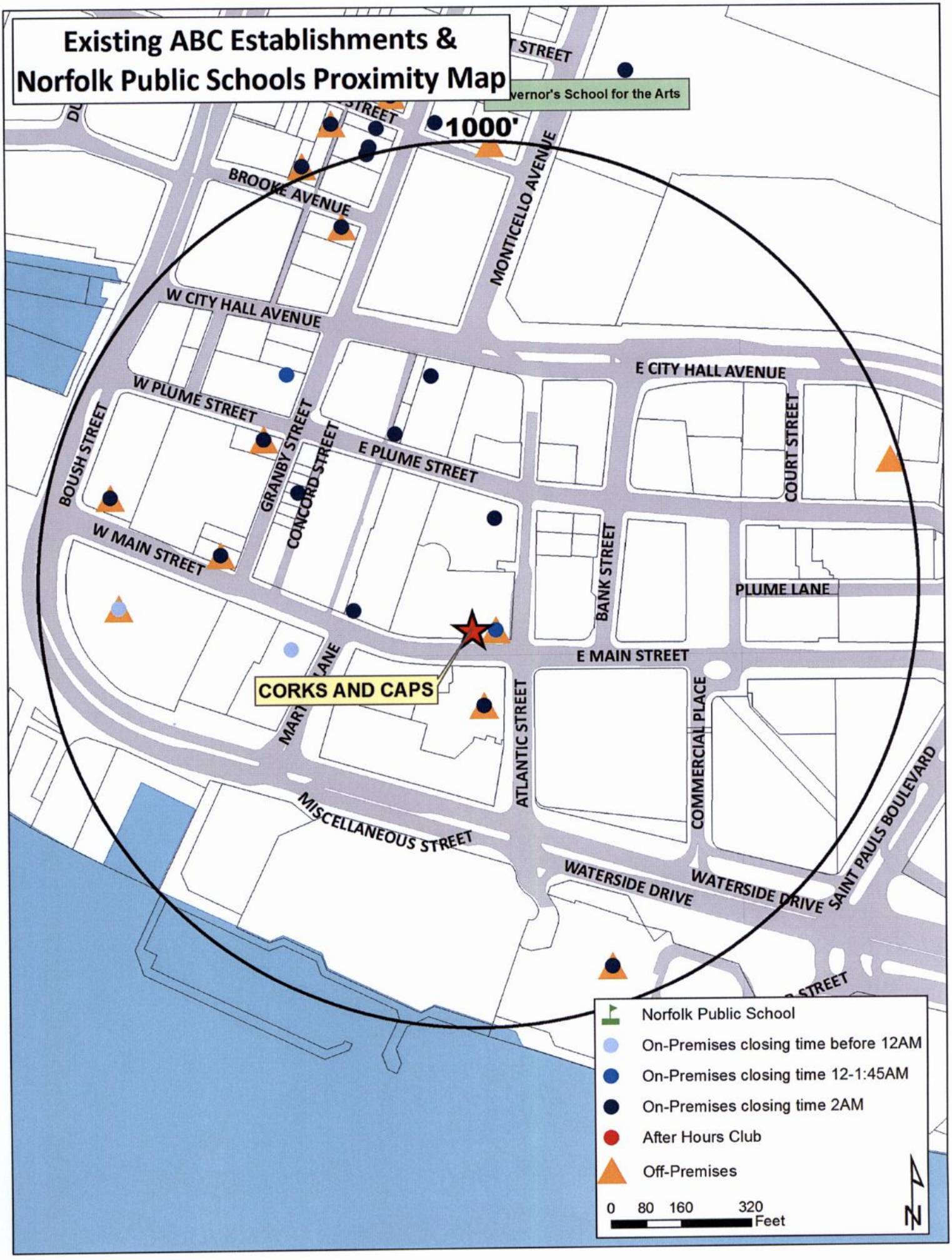

Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
Governor's School for the Arts
BROOKE AVENUE
MONTICELLO AVENUE
W CITY HALL AVENUE
E CITY HALL AVENUE
W PLUME STREET
E PLUME STREET
BOUSH STREET
GRANBY STREET
CONCORD STREET
COURT STREET
W MAIN STREET
BANK STREET
PLUME LANE
E MAIN STREET
CORKS AND CAPS
ATLANTIC STREET
COMMERCIAL PLACE
MISCELLANEOUS STREET
WATERSIDE DRIVE
SAINT PAULS BOULEVARD
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION

Date of Application: May 4, 2016

DESCRIPTION OF PROPERTY

Property location: (Street Number) 240 (Street Name) East Main Street

Existing Use of Property Vacant

Current Building Square Footage 1377

Proposed Use Wine and Beer Off-Premise

Proposed Building Square Footage 1377

Trade Name of Business (If applicable) Corks & Caps

APPLICANT

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

1. Name of applicant: (Last) Nusbaum (First) Melanie (MI) J

Mailing address of applicant (Street/P.O. Box): 304 Bay Dunes Drive

(City) Norfolk (State) Virginia (Zip Code) 23503

Daytime telephone number of applicant (757) 348-8581 Fax ( ) n/a

E-mail address of applicant: corksandcaps@cox.net

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

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

2. Name of applicant: (Last) Nusbaum (First) Melanie (MI) J

Mailing address of applicant (Street/P.O. Box): 304 Bay Dunes Drive

(City) 23503 Norfolk (State) Virginia (Zip Code) 23503

Daytime telephone number of applicant (757) 348-8581 Fax ( ) n/a

E-mail address of applicant: corksandcaps@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) City of Norfolk (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: Kevin Murphy

Date(s) contacted: May 4, 2016

Ward/Super Ward information: Superward 6?

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:

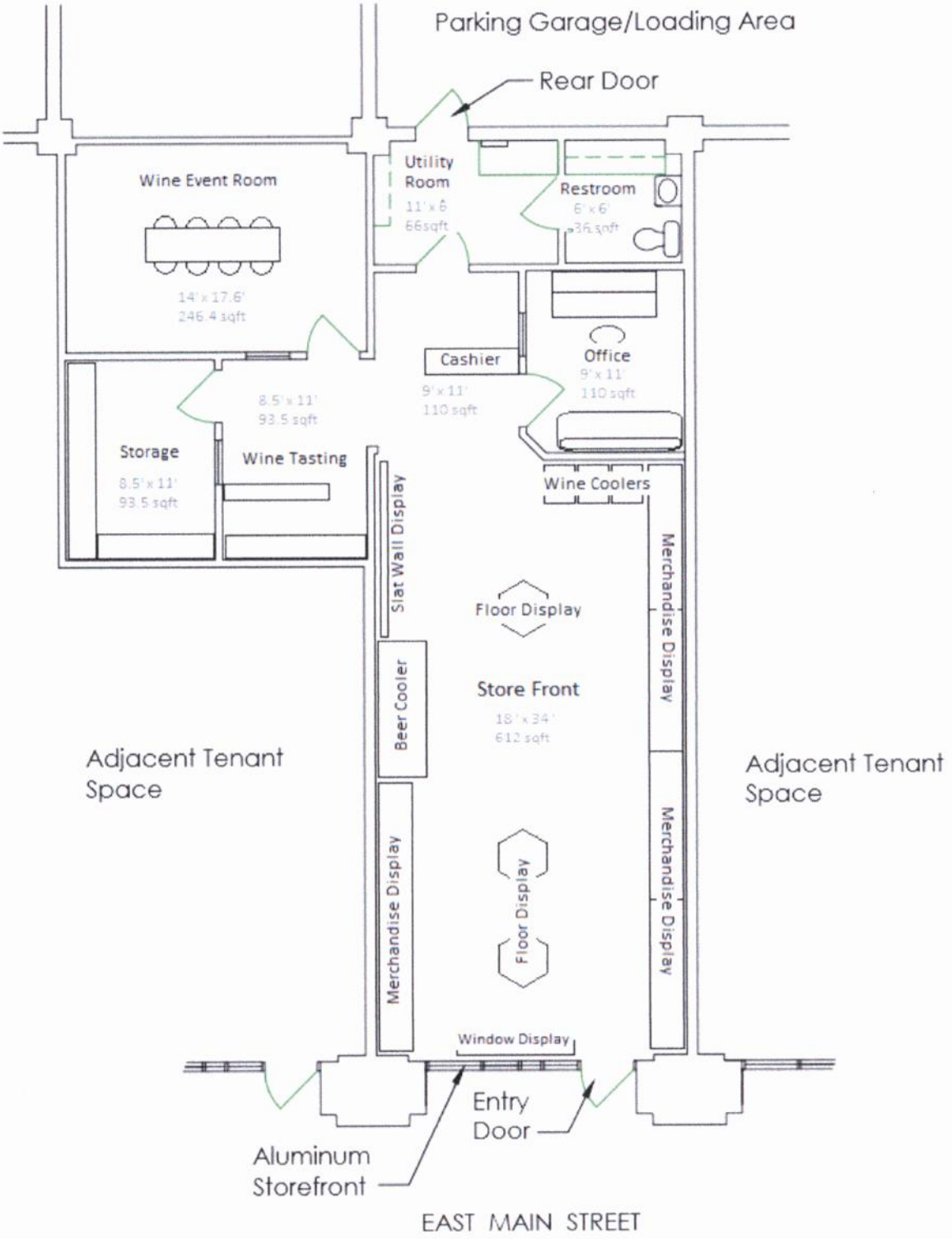
Print name: _____ **Sign:** Sabrina Joy-Hogg 5/9/16
(Property Owner or Authorized Agent of Signature) (Date)

Print name: _____ **Sign:** Melanie Rushworth 5-9-16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

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



FLOOR PLAN 1377 sqft

North

0 4' 8' 16'

GRAPHIC SCALE

240 E. Main Street

Whitney, Chris

From: Straley, Matthew
Sent: Wednesday, May 11, 2016 10:44 AM
To: Miller, Mary; 'dncl@welovenorfolk.org'
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Whitney, Chris
Subject: new Planning Commission application - 240 E Main St
Attachments: Corks&Caps.pdf

Ms. Miller and Mr. Murphy

Attached please find the application for a special exception for the sale of alcoholic beverages for off-premises consumption at 240 E. Main Street.

The item is tentatively scheduled for the June 23, 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, May 11, 2016 10:54 AM
To: Straley, Matthew; Miller, Mary; dncl@welovenorfolk.org
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Whitney, Chris
Subject: RE: new Planning Commission application - 240 E Main St
Attachments: Corks&Caps.pdf

Matthew,

The DNCL will not object to this application.

Thanks,

Kevin

From: Straley, Matthew [mailto:Matthew.Straley@norfolk.gov]
Sent: Wednesday, May 11, 2016 10:44 AM
To: Miller, Mary <mmiller@downtownnorfolk.org>; dncl@welovenorfolk.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 - 240 E Main St

Ms. Miller and Mr. Murphy

Attached please find the application for a special exception for the sale of alcoholic beverages for off-premises consumption at 240 E. Main Street.

The item is tentatively scheduled for the June 23, 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

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

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

Subject: Termination of Encroachment Agreement between the City of Norfolk and Monticello Arcade Limited Partnership and Christopher Corrie d/b/a Chartreuse Bistro

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-9**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Monticello Arcade Limited Partnership and Christopher Corrie d/b/a Chartreuse Bistro
205 E. City Hall Avenue
Norfolk, VA

III. **Description:**
This agenda item is an ordinance to terminate the encroachment agreement between the City of Norfolk (the "city") and the Monticello Arcade Limited Partnership (the "Arcade") and Christopher Corrie d/b/a Chartreuse Bistro ("Chartreuse") to encroach into the right-of-way at 205 E. City Hall Avenue for the purpose of outdoor dining.

IV. **Analysis**
This encroachment agreement permitted Chartreuse to encroach into the right-of-way at 205 E. City Hall Avenue for the purpose of outdoor dining. The term of the proposed encroachment was five (5) years, commencing on September 1, 2013 and terminating on August 31, 2018. The original plan to construct an outdoor dining area was terminated due to design and installation difficulties, as such, no encroachment into the right of way took place. Chartreuse has had no previous delinquencies and requests termination of the encroachment agreement at this time.

V. Financial Impact

Chartreuse has paid in full for the encroachment up through the current year (09/01/2015-08/31/2016). The years of the encroachment to be terminated are reflected in the table below.

Term	Monthly Rent	Annual Rent
09/01/2016 – 08/31/2017	$32.00	$384.00
09/01/2017 – 08/31/2018	$32.00	$384.00

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
- Previous 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 TO REVOKE THE PERMISSION GRANTED TO MONTICELLO ARCADE LIMITED PARTNERSHIP AND CHRISTOPHER CORRIE D/B/A CHARTREUSE BISTRO TO ENCROACH INTO THE RIGHT OF WAY AT 205 E. CITY HALL AVENUE FOR THE PURPOSE OF OUTDOOR DINING AND TO TERMINATE THE ENCROACHMENT AGREEMENT.

- - -

WHEREAS, in accordance with Ordinance No. 45,228 adopted on August 27, 2013, and the Encroachment Agreement dated July 25, 2013, the City granted unto Christopher Corrie, d/b/a Chartreuse Bistro, ("Chartreuse"), with the consent of its landlord, Monticello Arcade Limited Partnership ("The Arcade"), the authority to encroach into the public right of way at 205 E. City Hall Avenue for the purpose of outdoor dining; and

WHEREAS, Chartreuse has advised the City that it no longer desires to offer outdoor dining that encroaches into the public right of way at 205 E. City Hall Avenue; and

WHEREAS, the City and Chartreuse have agreed that the previously allowed outdoor dining authority is to be revoked and the Encroachment Agreement is to be terminated; now therefore,

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

Section 1:- That the permission granted by Ordinance No. 45,228 to Chartreuse to encroach into the

right of way at 205 E. City Hall Avenue for the purpose of outdoor dining is hereby revoked and the Encroachment Agreement between the City, The Arcade and Chartreuse is hereby terminated.

Section 2:- That this ordinance shall be in effect from and after its adoption.

City of NORFOLK

C: Dir., Department of General Services

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

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

Subject: Amend Section 1 of Ordinance Number 46,336 to correct the name of the Lessee

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-10**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Bo's Tailor Shop, Inc.
130 Bank St.
Norfolk, Virginia

III. **Description:**
This agenda item is an ordinance to amend Section 1 of Ordinance No. 46,336 entitled "An Ordinance Approving a Lease Agreement with Grace's Tailor Shop, Inc. for the Lease of City Owned Property Located at 130 Bank Street" so as to correct the name of the lessee.

IV. **Analysis**
Section 1 of Ordinance No. 46,336, adopted by Norfolk City Council on April 26, 2016, incorrectly listed Grace's Tailor Shop, Inc. as lessee for the property located at 130 Bank Street. This agenda item will approve a new lease with the lessee named as Bo's Tailor Shop, Inc. All other terms and conditions of Ordinance No. 46,336 shall remain in full force and effect.

V. **Financial Impact**
The rent will be subject to a 3% annual escalation.

Term	Monthly Rent	Annual Rent	Price Per Sq. Ft.
07/01/2016 – 06/30/2017	$1,176.00	$14,112.00	$21.00
07/01/2017 – 06/30/2018	$1,211.25	$14,535.00	$21.63
07/01/2018 – 06/30/2019	$1,247.58	$14,971.00	$22.28
07/01/2019 – 06/30/2020	$1,285.08	$15,421.00	$22.95
07/01/2020 – 06/30/2021	$1,323.75	$15,885.00	$23.64

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

Liability insurance for 130 Bank St. (Bo's Tailor Shop Inc.)	The City has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the City

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance Amending Section 1 of Ordinance No. 46,336
- Exhibit A - Revised Lease reflecting name change

6/17/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Real Estate

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 46,336, ENTITLED "AN ORDINANCE APPROVING A LEASE AGREEMENT WITH GRACE'S TAILOR SHOP, INC. FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 130 BANK STREET" SO AS TO CORRECT THE NAME OF THE LESSEE ON THE SAID LEASE.

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

Section 1:- That Section 1 of Ordinance No. 46,336, entitled "An Ordinance Approving A Lease Agreement With Grace's Tailor Shop, Inc. For The Lease of City Owned Property Located At 130 Bank Street" adopted on April 26, 2016, is hereby amended and reordained so as to correct the name of the Lessee on the said lease to reflect the Lessee as Bo's Tailor Shop, Inc. rather than Grace's Tailor Shop. Inc., such section now reading as follows:

> "Section 1:- That the Lease Agreement, a copy of which is attached hereto as Exhibit A, between the City of Norfolk ("City") and Bo's Tailor Shop, Inc. ("Bo's"), whereby the City leases certain property located at 130 Bank Street to Bo's for use as a tailoring shop, is hereby approved."

Section 2:- That the City Manager and other proper officers of the City are authorized to make such correction to the Lease and to do all things necessary and proper to implement its terms and provisions.

Section 3:- That in all other respects, Ordinance No. 46,336 shall remain in full force and effect.

Section 4:- That this ordinance shall be in effect from and after its adoption.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this _____ day of _____, 2016, by and between the **CITY OF NORFOLK,** a municipal corporation of the Commonwealth of Virginia ("City"), Lessor, and **BO'S TAILOR SHOP, INC.**, a Virginia corporation ("Bo"), Lessee.

WITNESSETH:

1. **PREMISES**. City, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained, to be paid, kept and performed by Bo, does hereby demise and lease unto Bo, and Bo does hereby lease from City, the property owned by the City of Norfolk being a portion of Fountain Park Garage, 672 square feet in area, located at 130 Bank Street, in Norfolk, Virginia, as shown in Exhibit A attached hereto ("Premises").

2. **USE.** Bo covenants and agrees to use and occupy Premises for the operation of a tailoring shop and for no other purpose.

3. **LEASE TERM.** This lease agreement is for a five year term and will commence on July 1, 2016 ("Commencement Date") and will terminate on June 30, 2021 ("Termination Date"), subject to the default provisions contained in Section 25.

4. **RENT:** Rent shall be made payable to the Norfolk City Treasurer and shall be in such sums as are set forth in the table below. The rent amount will increase 3% annually in each successive year of the lease.

Term	Rent PSF	Annual Rent	Monthly Rent
07/01/2016-06/30/2017	$21.00	$14,112.00	$1,176.00
07/01/2017-06/30/2018	$21.63	$14,535.00	$1,211.25
07/01/2018-06/30/2019	$22.28	$14,971.00	$1,247.58
07/01/2019-06/30/2020	$22.95	$15,421.00	$1,285.08
07/01/2020-06/30/2021	$23.64	$15,885.00	$1,323.75

The rent shall be paid in monthly installments, made promptly on the first day of each month during the term of this Lease without demand and without offset or deduction. No payment by Bo or receipt by City of a lesser amount than the monthly installment stipulated in this Lease shall be deemed other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or payment, or any writing accompanying any check or payment of such rent, be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

5. **PAST DUE RENT AND LATE CHARGES:** Bo hereby acknowledges that late payment by Bo to City of rent or other sums due hereunder will cause City to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. In the event Bo shall fail to pay, when the same is due and payable, any Rent, charges or adjustments, and if said sums have not been paid within five (5) days of their due date, then Bo shall pay to City a "Late Charge" of five percent (5%) of the amount due on all rents. Bo further covenants and agrees to pay City as a "bad check" or returned check charge the amount of Fifty Dollars ($50.00) per bad check.

6. **SECURITY DEPOSIT**: Bo has deposited with City a security deposit of One Thousand One Hundred Seventy Six Dollars and 0/100 ($1,176.00) ("Deposit"), which shall be held by City, without liability for interest thereon, as security for the full and faithful performance by Bo of each and every term, covenant, and condition of this Lease on the part of Bo to be observed and performed.

If any sum payable by Bo to City shall be overdue and unpaid, if City shall make payments on behalf of Bo, or if Bo shall fail to perform any of the terms or covenants of this Lease, then City, at its option, and without prejudice to any other remedy which City may have on account thereof, may appropriate and apply the Deposit, or so much thereof as may be necessary, to compensate City for the payment of such sums due or for any loss, damage or expense sustained from such default. In such event, Bo, promptly upon demand, shall restore the Deposit to the full amount. In the event Bo shall fully and faithfully comply with all of the terms, covenants and conditions of this Lease, the Deposit shall be returned in full to Bo following the Termination Date and the surrender of the Premises by Bo.

In the event any bankruptcy, insolvency, reorganization, or other creditor-debtor proceedings shall be instituted by or against Bo, the Deposit shall be deemed to be applied first to the payment of any rents and/or other charges due City for all periods prior to the institution of such proceedings and the balance, if any, of such Deposit may be retained by City in partial satisfaction of City's damages.

7. **UTILITIES AND OTHER COSTS:** City will pay all charges when due for water and sewerage, gas and electricity and other utility charges and utility taxes in connection with the Premises. Bo will be responsible for all janitorial costs.

8. **NO JOINT VENTURE:** It is hereby agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between City and Bo, or between City and any other party, or cause either party to be responsible in any way for the debts or obligations of the other party.

9. **NO ASSIGNMENT OR SUBLEASE:** Bo covenants not to assign, mortgage or encumber this Lease nor sublet or suffer or permit the Premises or any portion thereof to be used by others without the prior written consent of the City in each instance. The transfer of fifty percent (50%) or more of Bo's stock, if Bo is a corporation, or the transfer of twenty-five percent (25%) or more partnership interest in Bo, if Bo is a partnership, or the dissolution of Bo as a corporation

or partnership, is regarded as an assignment of the Lease, and the same is not permitted without the prior written consent of the City. Bo and any guarantors shall remain liable for this Lease, its terms and covenants in such event that the City does grant consent to an assignment or sublease, and shall guarantee the performance of the assignee or subBo without the need for guarantor's signature or consent thereto.

10. RELOCATION: If for any reason, in City's sole discretion, City wishes to relocate Bo from the Premises to other space within the Fountain Park Garage, Bo shall, within sixty (60) days after receipt of City's notice of same, vacate the Premises and relocate all of Bo's trade fixtures, equipment and inventory to the new premises designated by City. Bo's reasonable and necessary expenses for moving such trade fixtures, equipment and inventory shall be reimbursed by City within sixty (60) days of City's receipt of invoices for such expenses. City shall pay for the completion of any necessary interior improvements in the new premises substantially similar to those paid for by City pursuant to this Lease. All other costs of remodeling, outfitting and furnishing the new premises shall be paid by Bo. Bo shall arrange for the transfer of all utilities to the new premises, and shall execute and deliver any relevant documentation as City may prepare to memorialize the same.

11. INDEMNIFICATION AND BO'S INSURANCE: Bo, at its own cost and expense, shall obtain and maintain Comprehensive General Liability Insurance on the Premises for the joint and separate benefit of City and Bo in an amount not less than $1,000,000 for injury to or death of any person or persons, $2,000,000 for any one occurrence, and $500,000 for property damage, or in such higher limits as shall be reasonably required by City.

Bo will be responsible for any and all damages to Bo's inventory, furniture, fixtures and equipment, and will, at all times during the lease term and at its own cost expense, maintain all risk property insurance against damage by fire or other perils in an amount equal to the replacement value of all parts of the Premises for which the Bo is responsible. Each insurance policy shall be so written as to protect the City and the Bo, as their respective interests may appear, and all liability policies shall specifically name the City as an Additional Insured under the policy. If Bo fails to provide such insurance, City may terminate this lease with ten (10) days notice to Bo. Certificates of Insurance verifying all required insurance policies shall be delivered to the City prior to the Bo's occupancy or build-out of the leased space.

Bo agrees to look solely to the proceeds of Bo's own insurer for indemnity against exposure for casualty losses of property or business interruption. Bo warrants that its liability, property and business interruption insurers shall have no rights against City by virtue of assignment loan agreement or otherwise.

Bo shall indemnify City for 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 property, arising or resulting, directly or indirectly, from the entry onto the Premises by Bo or Bo's agents.

12. ACCEPTANCE OF PREMISES: Bo hereby agrees to accept the Properties from the City as they are found by Bo in "as is and where is" condition.

13. ESTOPPEL CERTIFICATE: Bo shall, from time to time and within ten (10) days after request therefore by the City, execute, acknowledge and deliver to the City or its Agent a written Estoppel Certificate in recordable form. The Estoppel Certificate shall certify to the City, its Mortgagee or other party designated by the City, as of the date of such Estoppel Certificate that (a) the Bo is in possession of Premises and is currently paying the Base Rent reserved hereunder; (b) the following Lease dates are and have been established: the Commencement Date and Termination Date of the Lease and that date upon which the Bo started to pay rent; (c) that this Lease is unmodified and in full force and effect, or if there have been modifications, that the same are in full force and effect as modified and setting forth such modifications; (d) that there are no existing set-offs or defenses against the enforcement of any rights or remedies of the City, or any duty or obligation of the Bo, hereunder, and if so, specify the same in detail; and (e) that the Bo has no knowledge of any event having occurred that will authorize the termination of this Lease by the Bo, or that the Bo has no knowledge of any uncured defaults on the part of the City under this Lease, or if the Bo has such knowledge, specifying the same in detail. In the event that the Bo does not execute and deliver such Estoppel Certificate, as required herein, then this Article 12, for purposes of this Lease, shall be and shall constitute an Irrevocable Power of Attorney, appointing and designating the City, its successors and assignees, as the Bo's attorney-in-fact to execute and deliver such Estoppel Certificate as herein provided.

14. SUBORDINATION AND ATTORNMENT: Bo agrees that this Lease is subordinate to any mortgage or lien resulting from financing or refinancing, now or hereafter placed upon the land on which the Premises have been built or upon any building hereafter placed upon the land, of which the Premises are a part. Bo will further attorn to and acknowledge the foreclosure purchaser or purchasers as the City hereunder. This shall be self-operative and no further instrument of subordination shall be required by any mortgagee. However, Bo shall, upon the request of any party in interest, promptly execute such instrument or certificate to carry out the intent thereof. City agrees to use its best efforts to obtain a non-disturbance agreement.

15. QUIET ENJOYMENT: City hereby covenants that Bo, upon fully complying with and promptly performing all the terms, covenants and conditions of this Lease, on its part to be performed, and further, upon the prompt and timely payment of all rental sums due hereinunder, shall have and quietly enjoy the Premises for the Lease Term set forth herein.

16. MAINTENANCE BY CITY: City covenants that it will, at its own cost and expense and with reasonable dispatch after being notified in writing by Bo of the need therefore, make such repairs to the outside utility lines and exterior of the Premises, including the foundation, roof, gutters, down spouts and outside walls, but excepting all storefronts, glass, doors, awnings and canopies, as may be necessary to keep the same in a good, workmanlike condition of repair. Further, City, at its own cost and expense, will maintain the heating, ventilating and air conditioning system, a.k.a. the HVAC system (including compressors and other major components), wires and conduits, electric lines, electric panel boxes, and any outdoor lighting.

17. MAINTENANCE BY BO: Bo covenants that it will, during the Term hereof, maintain the interior of the Premises and perform routine repairs and maintenance to items such as toilets, pipes, plumbing, and so forth.

18. ADDITIONAL COVENANTS BY BO: Bo shall not make alterations, additions or improvements to the building structure of which the Premises are a part without first obtaining City's written approval and consent. For purposes of this Lease, the structural components of the building are hereby defined as the foundation, structural steel, roof, exterior walls, storefront components including storefront glass and doors, back doors, or loading doors, existing interior plumbing improvements, exterior plumbing lines, HVAC unit components and ductwork, electric service, ceiling and light fixtures and common areas. Bo shall present to City plans and specifications for any such work at the time approval is sought from City for Bo structural modifications.

Bo has the right to install its store trade fixtures in the Premises, provided that such installation does not damage the construction of the building nor interfere with the structural components of the building of which the Premises are a part. Such installations shall be at the sole risk and at the expense of the Bo. All fixtures installed by Bo shall remain the property of Bo, and if the Bo is not in default of the Lease, its terms and covenants herein, the same fixtures shall be removed by Bo at the expense of the Bo at the end of the Lease. Bo further agrees to repair and/or to reimburse City for the cost of repair for any damages to the Premises caused by the installation and removal of its trade fixtures. In the event that fixtures are left behind or abandoned, Bo shall pay to City any expenses associated with repairs to the Premises caused by the removal of same fixtures.

Bo's signage is subject to and shall be within the sign criteria established by the Department of City Planning of the City of Norfolk. Design of storefront signage and fabrication and installation of the same shall be approved by the City or its Agent in writing prior to sign installation by Bo at Bo's expense. Bo further agrees to maintain such storefront signage, awning signs, canopy signs, show window lettering, door signs or additional similar advertising signs in a good condition of repair and attractive display at all times.

Signs installed by Bo are the property of Bo, and if Bo is not in default hereunder, shall also be removed by Bo at the end of the Lease Term at Bo's expense. Signs that are left behind or abandoned become the property of the City. If Bo abandons sign upon termination of this Lease, or sooner, City shall have the right to remove the sign and Bo agrees to be responsible and liable for the cost of such removal and the cost of such repairs occasioned by same removal.

Bo will not use nor permit the Premises to be used for any illegal or immoral purpose. Bo hereby agrees to comply with all Federal, State and Municipal laws, ordinances and regulations as they relate to Bo's business and/or to the Premises in which the Bo's business is located, and the use, storage and disposal of hazardous substances.

Bo shall not make any use of the Premises, which would make voidable or void any policy of fire or extended coverage insurance covering any of the buildings or cause the buildings to become uninsurable. Bo covenants that, without prior written consent of the City, Bo will not do anything which will increase the rate of fire insurance premium on the building. If by reason of any use by Bo of the Premises or the keeping by Bo of any flammable substances in the Premises, the hazardous insurance premiums or policies maintained by City shall be increased over normal rates for the building, the amount of the increase in the City insurance premium shall be paid to

City by Bo from time to time on demand. Bo hereby covenants that it shall cease and desist any activity so affecting the insurability of the Premises upon written demand of the City.

Bo will not use nor permit to be used any advertising medium or device such as audio broadcast, loudspeaker, radio, public address system, remote radio station, or flashing or digital reader sign, without the prior written consent of the City.

Bo shall not hold any fire, bankruptcy, and going-out of business or auction sales, without the prior written consent of the City.

Bo shall not use the sidewalks or any other portions of the common areas for any purpose related to the selling of merchandise or services without the City's consent in writing.

Bo shall notify City in writing of all accidents or security-related incidents, i.e. crimes against person(s) and property, which occur in or about the Premises.

Bo is hereby responsible and liable for any freezing in pipes and/or within plumbing fixtures and shall pay for the damages incurred. Bo shall keep the Premises at a sufficient temperature to prevent such freezing or make such arrangements with the local Utility to prevent freeze-ups.

19. CITY'S INSPECTION AND ACCESS: City or its Agent, employees and/or contractors shall have the right to enter the Premises at any reasonable time to examine the same; to show the Premises to prospective purchasers, lenders, or prospective Bos of the Premises; and to make such repairs, alterations, improvements or additions as City may deem necessary or desirable. If Bo is not personally present to permit entry and an entry is necessary, City or its Agent may, in the case of emergency, or if the Premises are unsecured and temporarily unoccupied, forcibly enter or secure the same, or take such other steps to address the emergency that City deems appropriate, without rendering City liable therefore. Otherwise, all such work and installation shall be done, so far as practical, so as not to unreasonably interfere with Bo's use of the Premises. Bo also hereby grants unto City and its Agent the right, within four (4) months prior to the Termination Date, to post and to remain thereon, without hindrance or destruction, the usual notice of "For Rent" on the storefront glass or front walls of said Premises. The exercise of any of these reserved rights by City shall not be deemed as an eviction or disturbance of Bo's use, possession and quiet enjoyment of the Premises, and shall never render City liable in any manner to Bo or any other person.

20. WAIVER OF SUBROGATION: City and Bo waive all right of recovery against each other for any loss in or about the Properties, from perils insured against and under the fire insurance contract, including any all risk endorsements thereof, whether due to negligence or any other cause. This release of liability shall be operative only as long as waiver of subrogation clauses are available on insurance policies, in the amounts, form, kinds and with a company satisfactory to City.

21. INDEMNITY AGAINST LIENS: Bo agrees that it will, at all times during this Lease, take any and all steps necessary to prevent the filing of mechanics liens against the

Premises. Bo further agrees to indemnify and save the City harmless from and against any and all liabilities incurred by Bo or claimed or charged against the Premises. Bo shall promptly pay, or otherwise discharge, any and all such claims, expenses and liens, including the mechanic's materialmen's and other laborer's liens asserted or claimed against the Premises or any part thereof. In no event shall City or any of the City's property be liable for or chargeable with any expense or lien for work, labor or materials used for and in the Premises; or for any improvements thereof or changes made upon the order of Bo, or to discharge the obligations of the Bo.

22. FIRE AND/OR DESTRUCTION: If the Premises shall be damaged by fire or other casualty during the Term hereof, City agrees that it will restore the structural components and items, as defined in Section 16 hereof, with reasonable dispatch to substantially the same condition that they were in so far as the proceeds from City's insurance permit and, further provided that, City's mortgagee does not require insurance proceeds to be paid to it. Once City restoration work is complete, and since time is of the essence, Bo's rent payment shall re-commence on the date that Bo reopens for business but no later than the sixtieth (60th) day after City notifies Bo in writing that the Premises are ready for fixturing. The Bo shall be responsible, at its sole cost and expense, to repair or replace any and all of the Bo's fixtures, equipment and leasehold improvements, which were damaged or destroyed by the same insured cause. The rent payable hereunder shall be equitably and proportionately abated, according to loss of use to Bo, during the period of time intervening between the date of such fire and/or destruction and the date that the Premises are restored. However, if the damage is due to the fault or the negligence of the Bo or its employees, there shall be no abatement of rent. If such destruction occurs, during the last two (2) years of the term and exceeds fifty percent (50%) of the insurable value of the Premises at the time of such destruction occurs, City, at its option, may terminate this Lease as of the date of such destruction by giving Bo written notice of its intention to do so within sixty (60) days after such date of destruction. If this Lease is so terminated, then the rent payable hereunder shall be abated as of the date of same destruction and Bo shall remove all its property from the Premises within thirty (30) days after the receipt of written notice of termination. Unless City gives such notice, this Lease shall remain in full force and effect and City shall repair such damage as its expense, as expeditiously as possible under the circumstances. Notwithstanding the foregoing, in the event of damage to the Premises by fire or casualty which is not the result of Bo's negligence, and which cannot be repaired within one hundred eighty (180) days of occurrence, City or Bo shall have the right to terminate this Lease by giving the other party thirty (30) days prior written notice.

23. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that the provisions of this Lease shall not operate to release Bo from this Lease nor to excuse Bo, nor shall Bo in any event be excused from prompt payment of rent and adjustments, and all other charges due to City by Bo.

24. EMINENT DOMAIN: If all the Premises are condemned or taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date that the Bo is required to vacate the Premises and all Rent shall be paid up to and until same date of termination. If only part of the Premises shall be taken and the size of the Premises are proportionately reduced, then the Bo is entitled to an equal and proportionate reduction in Rent. Further, City shall, as expeditiously as possible, repair the remaining portion of Premises to the extent necessary to render the same suitable for which the Premises were leased. Bo hereby waives any right that it may have to any condemnation award or sum paid under threat of condemnation as a result of a complete or partial taking of the Premises and/or any portion of the common areas. If there is only a partial taking of the common areas, this Lease shall not terminate and this Lease shall remain in full force and in effect. After partial taking of the common areas, the City, within a reasonable time thereafter, shall repair or reconstruct the remaining portion of the common areas to the extent necessary to make the same a complete architectural unit.

25. BO'S DEFAULT: The occurrence of any one of the following events constitutes a default by the Bo and a breach of this Lease and its covenants by the Bo, if such default, breach or non performance is continued and not cured within ten (10) days after written notice from City: (a) The vacating or abandonment of the Premises by Bo, or the failure of the Bo to be open for business and for the conduct of business as described in the Use Clause Article found in this Lease Agreement, (b) The failure by Bo to make any payment of rent and adjustments on or before the due date thereof, (c) The failure by Bo to perform any covenants herein or the breach by Bo of any Lease covenants herein, other than those described in this section, and the further failure by Bo to cure such covenant breach or non-performance, or to commence to cure and diligently pursue the cure of the covenant breach or non-performance which cannot be fully remedied within ten (10) days, (d) Petition by Bo for bankruptcy, insolvency, or general assignment for the benefit of its creditors, or receiver appointment for Bo for the substantial part of its assets and properties and such receiver is not removed with ten (10) days after its appointment, (e) If the Bo shall default as described in this section, or in the performance of any covenant contained in this Lease, and if such default is repeated once within the next twelve months then, notwithstanding that such defaults shall have been cured within the period after notice as herein provided, any further similar default within such twelve month period shall be deemed a Bo Default which cannot be cured, notwithstanding provisions for cure provided in this Lease. Upon such default, the City may proceed, with five days notice but no opportunity for cure, to exercise its remedies upon default.

26. CITY'S REMEDIES: In the event of Bo Default, including Bo's abandonment or vacating the Premises, City shall have the right, in addition to all other rights and remedies provided by the law, to terminate this Lease, and/or to re-enter and take possession of the Premises, peaceably or by force, and/or to change the locks thereto and to remove any property and merchandise therein, without liability to Bo for damage arising therefrom and without obligation to Bo to store any merchandise and property. Any costs of removal and storage of Bo's fixtures, inventory, equipment or any other personal property shall be the expense of Bo and shall be added to all sums owed by Bo to City. Further, City is under no obligation to Bo, after default or abandonment, to relet the Premises in the name of Bo or for the benefit of the City. City may, at its option and without subsequent notice to Bo, re-let the Premises for such term and on such covenants and purposes as City, in its sole discretion, may determine are in the best interest of the

City. City may collect and receive all rents derived therefrom and apply the same, after deduction of appropriate expenses, to the payment of the rent overdue and payable hereunder from the Bo in default. The Bo in default shall remain liable for any deficiency. Further, City shall not be responsible for or liable for any failure to re-let the Premises or any part hereof, or for any failure to collect any rent connected therewith. The City's recovery of possession of the Premises by any means shall not relieve the Bo of its obligation to pay rent and adjustments through the term of the Lease, including any extensions in effect at the time of default under which Bo then occupies the Premises.

Acceptance by City of delinquent rent from Bo after Bo Default shall not cure such default or entitle Bo to possession of the Premises. Bo hereby expressly waives any and all rights of redemption, if any, granted by and under any present or future law, in the event that Bo shall be evicted or dispossessed for any cause in default or in the event that the City obtains possession of the Premises by virtue of the remedies outlined in this Lease, or otherwise. The receipt by City of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by City of any covenant hereof shall be deemed to have been agreed upon, unless explicitly reduced to written agreement and signed by City and Bo.

All remedies of City shall be cumulative.

27. ATTORNEYS' FEES: Bo hereby agrees to pay all costs incurred by the City on account of the Bo's default, including but not limited to collection costs, court costs and attorney fees in an amount equal to twenty-five percent (25%) of any money owed to City by Bo at the time and accruing after City requests the assistance of an attorney. If Bo's default is a non-monetary default, Bo shall pay the greater of Two Hundred Fifty Dollars ($250.00) or City's actual attorney's fees.

28. TERMINATION AND SURRENDER: Upon the Termination Date of this Lease, Bo shall surrender the Premises to City in as good condition as they were found upon the Bo taking possession of the Premises; except for ordinary wear and tear, reduction of the Premises by condemnation or damage by fire, destruction or other casualties or causes beyond Bo's control. Bo shall deliver to City or its Agent all keys to the Premises and remove all its personal property, merchandise and trade fixtures. After Bo vacation or Bo abandonment, City may elect to retain or dispose of, in any manner, Bo alterations and improvements or Bo's personal property that Bo does not remove from the Premises before or after the Termination Date. Title to any such Bo alterations or Bo's personal property, that City elects to retain or dispose of after the Termination Date, shall vest to and in the City. Bo waives all claims against City for any damage to Bo resulting from City's retention or disposition of any such alterations or personal property. Bo is further liable to City for City's expenses and costs for removing and disposing of any Bo alterations or Bo personal property, which City does not elect to acquire.

29. WAIVERS: The failure of City to insist, in any one or more instances, to strict performance by Bo as to any Lease covenants shall, not be construed as a waiver by City or relinquishment, in the future, of such covenants, but the same shall continue and remain in full force and effect. The receipt by City or its Agent of rent with knowledge of a covenant breach hereof shall not be deemed a waiver of the same covenant breach, and no waiver by City of any

provision hereof shall be deemed to have been agreed upon unless expressed in writing and signed by the parties hereto.

Bo hereby waives the benefit of the homestead exemption as to this Lease.

30. EXCULPATION: The term "City" as used in this Lease means only the owner, for the time being or at the time of Lease execution by Bo, of the building in which the Premises are located or the owner of a Lease of both said building and the land thereunder. City shall be liable for the performance of its obligations hereunder only to the extent of City's assets as they pertain to the Premises. The City and its officers, agents, employees, successors and assignees shall not be liable personally. Further, the liability of the City shall not extend beyond the period of time of City's ownership of the Premises.

31. SUCCESSORS AND ASSIGNS: All the terms, covenants and agreements of this Lease shall extend to and be binding upon the City and be binding upon the Bo and its respective heirs, administrators, executors, successors, assignees, subBos, concessionaires, marital communities, if any, and their respective assigns; and/or upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

32. NOTICES: Any notice herein provided for to be given to City shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid, addressed to:

CITY'S NOTICE ADDRESS:
Marcus D. Jones, City Manager
City Manager's Office
810 Union Street, Suite 1100
Norfolk, Virginia 23510

Copy to:
Jim Resolute
Department of Real Estate
232 E Main Street, Suite 250
Norfolk, Virginia 23510

BO'S NOTICE ADDRESS:
Bo's Tailor Shop, Inc.
130 Bank Street
Norfolk, Virginia 23510

Any notice herein provided for to be given to Bo shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid.

Either party may, at any time, change its address for the purposes of notice hereof by sending a written notice to the other party stating the change and setting forth the new address.

33. **SALES OR LEASEHOLD TAXES:** Bo will be responsible for the payment of any sales or leasehold tax, or other tax, levied by any governmental authority. Such tax payment shall be paid directly to the appropriate governmental authority by Bo promptly after receipt of any such tax bill.

34. **AMERICANS WITH DISABILITIES ACT:** In the event that any federal, state, or local government authority (the "Applicable Authority") with jurisdiction determines that the exterior and/or interior of the Premises are not in compliance with the Americans with Disabilities Act of 1990 (the "ADA"), City, at its sole cost, agrees to take such remedial action as is required by the Applicable Authority pursuant to the ADA to correct or remedy such noncompliance. Alternatively, if in City's judgment the remedial or corrective measures proposed by the Applicable Authority do not have to be performed in order for City to be in compliance with the ADA, City may contest, at its sole cost, such matter in lieu of performing the remedial action. However, upon final judgment being entered against City in a court of competent jurisdiction with regard to ADA requirements, City agrees to take such remedial actions, at its sole cost, as ordered by such court.

35. **BROKER:** Bo is not represented by a Broker in this transaction.

36. **ENTIRE AGREEMENT:** This Lease contains the entire agreement of the parties hereto. Any and all oral or written agreements understandings, representations and warranties, promises and statements of the parties hereto or from their respective officers and directors or from their partners, Agents or brokers with respect to the subject matter of this Lease, and any matter not covered and mentioned in this Lease, shall be inferior and be merged in and by this Original Lease. No such prior oral or written agreement, understanding, representation or warranty, promise or statement shall be effective or binding for any reason or purpose, unless specifically set forth in this original Lease. No provision of this Lease may be amended or added to except by an agreement in writing, signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

37. **SEVERABILITY:** In the event that any provision herein is unlawful, or otherwise unenforceable, it shall be severed and deemed null and void and shall not impair the validity of the remaining provisions of this Lease.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties have caused this Lease 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:_____(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 Lease Agreement, have acknowledged the same before me in my City and State aforesaid.

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

_____
Notary Public
Registration No._____

Approved as to Contents:

_____
Director of General Services

Approved as to Form and Correctness:

_____
Deputy City Attorney

BO'S TAILOR SHOP, INC.

By:_____
Name (Printed): _____
Title: _____

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 _____, _____ (Title) of Bo's Tailor Shop, Inc., whose name is signed to the foregoing Lease Agreement, have acknowledged the same before me in my City and State aforesaid.

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

_____
Notary Public
Registration No._____

C: Dir., Norfolk Community Services Board

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

From: Sarah Paige Fuller, Director
Norfolk Community Services Board

Subject: Acceptance of an award from the Virginia Department of Behavioral Health and Developmental Services

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-11**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept an award of $275,000 from the Virginia Department of Behavioral Health and Developmental Services for the Norfolk Community Services Board (the "NCSB") to provide flexible funds to help individuals with development disability access and maintain tenancy in their own home.

IV. **Analysis**
This grant is a one-time award of $275,000 to the NCSB to provide assistance to approximately 30 – 45 individuals with developmental disabilities to gain access to and maintain tenancy in their own housing.

V. **Financial Impact**
No local match is required for this grant.

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

The grant award was reviewed by the CSB Board of Directors

IX. Coordination/Outreach

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

Supporting Material from the Norfolk Community Services Board:

- Ordinance
- Award letter

6/22/16 - bjt

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Community Services Board

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

$ 275,000 2275-31-9130
Account

_____ 6/22/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING A GRANT AWARD OF $275,000.00 FROM THE VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES FOR THE NORFOLK COMMUNITY SERVICES BOARD TO ASSIST INDIVIDUALS WITH DEVELOPMENTAL DISABIILTIES IN GAINING ACCESS TO AND MAINTAINING TENANCY IN THEIR OWN HOUSING AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE GRANT FUNDS TO PROVIDE THE ASSISTANCE.

- - -

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

Section 1:- That a grant of $275,000.00 from the Virginia Department of Behavioral health and Developmental Services for the Norfolk Community Services Board to assist individuals with developmental disabilities to gain access to and maintain tenancy in their own housing is hereby accepted.

Section 2:- That $275,000.00 in grant funds are hereby appropriated and authorized for expenditure, if and when made available from the Virginia Department of Behavioral Health and Developmental Services to provide the assistance.

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

COMMONWEALTH of VIRGINIA

JACK BARBER, M.D.
INTERIM COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
Post Office Box 1797
Richmond, Virginia 23218-1797

Telephone (804) 786-3921
Fax (804) 371-6638
www.dbhds.virginia.gov

May 23, 2016

Ms. Sarah Fuller
Executive Director
Norfolk Community Services Board
225 West Olney Road
Norfolk, VA 23510-1523

VIA EMAIL

Flexible Funding for Independent Housing

Dear Ms. Fuller:

As more individuals with developmental disabilities seek to live in their own home and as referrals for vouchers and other affordable housing resources increase, the importance of having a pre- and post transition supports and a safety net when housing is at risk, grows exponentially.

The purpose of this letter is to notify you that Department of Behavioral Health and Developmental Services (DBHDS) plans to transfer $275,000 in one-time funding to your organization for the purpose of providing flexible funds to help approximately 30-45 individuals with a developmental disability and in the DOJ target population in Health Planning Region 5, access and maintain tenancy in their own housing.

DBHDS will allow your CSB to use up to $27,500 for the life of this project to help defray administrative cost associated with serving as the fiscal agent for the region; however all remaining funds shall be used to help people in the target population and ultimately result in a person with a developmental disability either (1) accessing their own home or (2) avoiding eviction and remaining in their own home (with the exception of the allowed administrative expenses).

Please remember that, while use of these funds is intended to be flexible, your CSB must maintain adequate documentation and records to account for all fund expenditures.

I would like to take this opportunity to thank you and your Community Service Board (CSB) for continuing to serve as a fiscal agent for Region 5.

Sincerely,

Connie L. Cochran, Assistant Commissioner
Division of Developmental Services

Virginia Department of Behavioral Health & Developmental Services

Housing and Supportive Services "100-Day Challenge" Flexible Funding Guidelines

(March 2016 update)

In June 2015, the Department of Behavioral Health and Developmental Services (DBHDS) provided the following Community Services Boards (CSBs) funding in connection with the Housing and Supportive Services (HSS) "100-day Challenge" which aims to increase access to and the availability of integrated, independent housing options for individuals with an intellectual or developmental disability that meet the criteria for the target population as defined in the Settlement Agreement between the Commonwealth and the U.S. Department of Justice.

The following CSBs were provided funding for the HSS initiative. Each CSB will serve as a fiscal intermediary in the region in which they serve:

- Fairfax Falls Church CSB- Northern Virginia region (NOVA Team)
    - HSS Goal: Help 100 people in target population transition into their own home
- Hampton Newport News CSB- Hampton Roads region (Peninsula Team)
    - HSS Goal: Help 32 people in target population transition into their own home
- Henrico CSB- Richmond region (Richmond Team)
    - HSS Goal: Help 60 people in target population transition into their own home
- Norfolk CSB- Hampton Roads region (Southside Team)
    - HSS Goal: Help 30 people in target population transition into their own home

These guidelines should be referenced as each CSB establishes its budget and expends funds within its respective region.

These guidelines were amended in March 2016 to expand the eligible uses of Flexible Funding to include tenant support. Flexible Funds can now also be used to assist individuals in the DOJ target population that have transitioned to homes of their own and experienced temporary financial setbacks that place them at risk of eviction so they can attain housing stability.

Eligible Uses

Support to Obtain Housing

Flexible Funding may be used in a variety of ways to support an eligible individual's transition to a home of his/her own. Potential uses of these funds are described below. In the event there is a potential use that is not included below, but could remove a barrier for an eligible individual who wants to access their own housing, CSBs are encouraged to email the DBHDS Housing Specialist for written guidance and approval.

The potential fund expenditure categories are as follows:

1. **Temporary Rental Assistance** – This funding category allows the CSB to provide temporary rental assistance (no more than two months rent) for an eligible individual to allow for environmental modifications to be made;

2. **Transition Supports** – This funding category allows for the purchase of services or essential goods to enable an eligible individual to transition into their own home. (e.g., security deposit, utility connection fees and deposits, moving expenses, reasonable and essential fixture and furniture purchases, etc.) These funds may only be accessed when an eligible individual and their support coordinator have made a good faith effort to access other resources (e.g., Medicaid Waiver, Dominion's assistance vouchers) and those resources are not available within the timeframe needed and/or accessible to an applicant;

3. **Non-Reimbursable Environmental Modifications** – This funding category allows the CSB to pay for equipment or modifications of remedial or medical benefit to the individual's primary home, primary vehicle, worksite when these exceed the Americans with Disabilities Act (ADA) reasonable accommodations requirement to ensure an individual's health and safety, enable an individual to live in their own home and function with greater independence. These funds cannot be utilized if there are any other resources available to cover said expenditures, but may be used in conjunction with other funds (match);

4. **Non -Reimbursable Assistive Technology Improvements** – This funding category allows the CSB to pay for specialized medical equipment, durable/non-durable medical equipment, adaptive devices, appliances and controls which enable greater independence and equipment and devices which enable communication. This fund cannot be utilized if there are any other resources available to cover said expenditures, and again may be used in conjunction with other funds (match);

5. **Temporary Support Staffing** – This funding category allows the case manager to request funds to pay for short term, temporary staffing needed to assist an eligible individual with becoming acclimated to their new housing. This category shall not pay for staffing that is reimbursable via the Medicaid Waiver or Medicaid. These funds will likely assist eligible individuals who are on

the ID or DD waiver waitlist for transitional services/staffing. All individuals supported under this funding category should have a plan that identifies types of supports, natural and paid, should they require them;

6. **Miscellaneous** – – This funding category allows the CSB to pay for non-traditional costs that are typically short term, temporary in nature and may be related to lapses in coordination of benefits and other related occurrences. The CSB shall provide a written request describing the proposed use to DBHDS and DBHDS must provide prior written authorization before this category may be used; and

7. **Program Administration** – This funding shall assist the CSB in covering some of or all of its costs associated with serving as the fiscal intermediary. This one-time amount is based upon 10% of the initial amount allocated per team. Each team has already received these funds.

Support to Remain in Housing

Flexible Funding may also be used in multiple ways to support eligible individuals who have transitioned into homes of their own and later experience temporary financial setbacks that jeopardize their housing stability and place them at risk of eviction. Potential uses of these funds are described below. In the event there is a potential use that is not included below, but could remove a short-term financial barrier for an eligible individual to remain in their own housing, CSBs are encouraged to email the DBHDS Housing Specialist for written guidance and approval.

Support Coordinators who request Flexible Funds for Tenant Support shall submit a Flexible Funding referral AND a Housing Stability Plan to the CSB serving as the fiscal agent. The Housing Stability Plan outlines specific steps the individual and his/her person-centered planning team will take to address the issue that precipitated the Flexible Funding request, as well as other issues that may jeopardize the individual's housing stability. For example, if the individual missed a rent payment due to hospitalization, the action plan may indicate the support coordinator will notify his/her parents to pay the rent if a future hospitalization occurs. A Housing Stability Plan template is attached to these guidelines. The Plan also includes a two part Household Spending Plan that reflects the individual's current budget and proposed budget going forward. The proposed budget should include adjustments needed to income and expenses (including any in-kind resources or subsidies that can be leveraged) to ensure critical housing bills such as rent and utilities are paid in full in a timely manner.

Support Coordinators may not seek, accept or retain Flexible Funding assistance from the CSB for amounts paid by the tenant or by a third party such as an insurance provider or another program that provides financial assistance. If, after submitting a request for Flexible Funds, the landlord receives payment for any claimed damages or late rent from the tenant or a third party, the Support Coordinator must immediately notify the CSB of such payment so the request can be canceled. If the landlord or third party receives payment with Flexible Funds after being paid by another source, the Support Coordinator should work with the landlord or third party to determine how best to recoup the Flexible Funds in a manner that does not place the individual at risk of losing his/her housing . The CSB will

maintain a record of tenancy support assistance provided to the individual to assist in determining if there has been an overpayment of program assistance.

The potential tenant support fund expenditure categories include:

1. **Emergency rent payment and associated late fees** - Flexible Funds may be used to pay the tenant's portion of the rent and any associated late fees for an eligible individual who has received a Five Day Pay or Quit Notice and has a documented medical or financial need. Payment is limited to three months of rent and three late fees per lease year. Payments shall be made directly to the landlord.

2. **Last resort utility assistance** – Flexible Funds may be used to pay for gas, electric, oil, propane, water and sewer bills that are in arrears if (1) the individual has received a shut-off notice and (2) the individual is not eligible for or has been denied assistance from the DSS Energy Assistance Program and Energy Share. Payment is limited to a maximum of $500 per lease year.

3. **Household management activities** – Flexible Funds may be used to pay for specialized cleaning, chore services, pest extermination and trash removal required for an eligible individual who has received a Notice of 21 Days to Cure or 30 Days to Vacate for a lease violation related to tenant housekeeping. Payment is limited to a maximum of $500 per lease year. Payment may be made to the landlord or to a third party.

4. **Unit repairs** - Flexible Funds may be used to repair damage (including water damage) to an eligible individual's rental housing unit that the individual caused by his/her action or inaction. The individual must have received a Notice of 21 Days to Cure or 30 Days to Vacate for a lease violation related to tenant damage of the unit, and the damage must not be covered by owner's or renter's insurance. Payment is limited to one request per lease year, not to exceed $500. Payment may be made to the landlord or to a third party.

5. **Temporary relocation** – Flexible Funds may be used to temporarily relocate an eligible individual if his/her rental housing unit is damaged, flooded, contaminated by mold or other biohazard, or condemned. The individual must have a written notice from the Landlord or local code official stating that he/she may not return to the unit. Payment is limited to one request per lease year, not to exceed $2,500.

6. **Tenant support miscellaneous** – Flexible Funds may be used to pay for non-traditional tenancy support costs that are short term and temporary in nature and may be related to lapses in coordination of benefits and services and other related occurrences that place an individual at risk of eviction. The CSB shall provide a written request describing the proposed use to DBHDS and DBHDS must provide prior written authorization before this category may be used.

Expenditure Amounts

DBHDS allocated these funds under the assumption that the average per person expenditure for Support to Obtain Housing would not exceed $5,000. In the event that funding amount for any one person is expected to exceed $5,000; the CSB shall notify the DBHDS Housing Specialist

via email. The email shall summarize proposed use of the funds and how it will remove any barrier preventing the eligible individual from moving into their own home.

As with the Flexible Funds for Support to Obtain Housing, the assumption is the average per person expenditure for Support to Remain in Housing will not exceed $5,000. In the event that funding amount for any one person is expected to exceed $5,000, the CSB shall notify the DBHDS Housing Specialist via email. The email shall summarize the proposed use of the funds and how they will assist the individual with maintaining housing stability and preventing the loss of integrated, independent housing.

Maximum flexibility is provided with goal of assisting, at a minimum, the HSS goal per team. The average funding amount shall be calculated by dividing the program expenditures, (excluding program administration) by the number of individuals served per team. An individual may be counted twice if they were provided funds to obtain housing and funds to maintain their housing on two separate occurrences.

Other resources shall be tracked and reported (family contributions, utility vouchers, etc.) in order to the document the total cost required to transition individuals in the target population. Funds are to be utilized to remove any barrier preventing an eligible individual from moving into their own home.

Monitoring, Reporting and Record Keeping

Monitoring

Each CSB shall allow DBHDS the opportunity to monitor, review and audit all programmatic and financial records needed to determine who this fund was managed and expended. The monitoring, or review, will be scheduled in advance on a date that is mutually agreed upon, and DBHDS staff shall send confirmation in writing.

A written report on the monitoring results shall be completed by DBHDS and provide to the CSB within 30 days of the review.

CSB Reporting Requirements

The CSB shall provide to the DBHDS, on a quarterly basis by the 20th of the following month:

1. A completed program expense report that includes itemized program expenditures for the quarter, a cumulative total of all expenditures, remaining line item balances and related funds accessed on behalf of the individual.

2. A completed program status report that details the number of individuals that have transitioned in connection with the use of the flexible funds.

Reports shall be submitted via email to the DBHDS Housing Specialist by the 20th of the month following the end of the previous quarter and shall cover activities and expenditures.

Documentation and Record Keeping Requirements

The CSB shall maintain documentation for all program expenditures to include, but not be limited to, the following for each fund category:

Support to Obtain Housing

1. **Temporary Rental Assistance** – Copy of an executed lease between the eligible individual and the landlord or property manager, a copy of an invoice for the environmental modification work showing paid it is paid in full and a letter from the Support Coordinator documenting the unique circumstances in which the temporary rental assistance is needed.

2. **Transition Supports** –

    a. security deposit- a copy of an executed lease between the eligible individual and the landlord or property manager documenting the security deposit amount request/expended;

    b. utility connection fees and deposits- a copy of bill from utility company that reflects the connection fee amount and deposit required;

    c. moving expenses- invoice from moving company showing that all expenses are paid in full; and

    d. reasonable and essential fixture and furniture purchases- a copy of a store receipt that includes items purchased for individuals home.

3. **Non-Reimbursable Environmental Modifications** – a copy of an invoice from environmental modification contractor that all documenting expenses are paid in full and/or a copy of a store receipt that includes equipment purchased for individuals home or vehicle and/or a bill from the owner/landlord of the property.

4. **Non-Reimbursable Assistive Technology Improvements** – a copy of an invoice from assistive technology contractor documenting that all expenses are paid in full or a copy of a store receipt that includes equipment purchased and installed in individuals home.

5. **Temporary Support Staffing** – a copy of an invoice from support services provider showing that all expenses are paid in full.

6. **Program Administration** – Financial records that document how the program administration funds were expended.

Support to Remain in Housing

1. **Emergency rent payment and associated late fees** - Copy of a Five Day Pay or Quit Notice from the landlord plus rent ledger showing total rent and fees owed.

2. **Last resort utility assistance** – Copy of utility shutoff notice and bill itemizing service fees and late fees.

3. **Household management activities** – A copy of an invoice from a service contractor or the landlord showing all expenses are paid in full, or an itemized store receipt that includes equipment and supplies that were rented or purchased.

4. **Unit repairs** - A copy of an invoice from a repair contractor or the landlord showing all expenses are paid in full, or an itemized store receipt that includes equipment rented and supplies purchased.

5. **Temporary relocation** – A copy of an invoice from a hotel, motel, or other temporary residence showing dates of lodging, daily rate, total cost and total paid.

6. **Tenant support miscellaneous** – A copy of an invoice from a contractor or the landlord showing all DBHDS approved expenses are paid in full, an itemized store receipt that includes all DBHDS approved equipment and supplies that were rented or purchased, OR documentation requested by DBHDS as a condition of approving funds in this category.

Sample Reporting Format

HSS- Flexible Funding

Monthly Expenditure Report

Department of Behavioral Health and Developmental Services

CSB Name: Select CSB

Reporting Period: Select Reporting Period

Number of individuals assisted this reporting period: Select # of Individuals

	Budget	Quarterly Expenditures		Total Expenditures To Date		Remaining Balance
	$	$	%	$	%	$
Flexible Funding	$ 300,000					
Temporary Rental Assistance		$0	#DIV/0!	$0	#DIV/0!	$ 300,000
Transition Supports		$0	#DIV/0!	$0	#DIV/0!	
Non -Reimbursable Environmental Modifications		$0	#DIV/0!	$0	#DIV/0!	
Non -Reimbursable Assistive Technology Improvements		$0	#DIV/0!	$0	#DIV/0!	
Temporary Support Staffing		$0	#DIV/0!	$0	#DIV/0!	
Miscellaneous		$0	#DIV/0!	$0	#DIV/0!	
Total Flexible Funding		$0	#DIV/0!	$0	#DIV/0!	
Program Administration	$30,000					$30,000
Program Administration		$0	#DIV/0!	$0	#DIV/0!	
Total Program Administration		$0	#DIV/0!	$0	#DIV/0!	
TOTAL	$ 330,000	$0	#DIV/0!	$0	#DIV/0!	$330,000

Plan to Maintain Stable Housing

Individual's Name:
Address:
Phone Number:

Support Coordinator's Name:
Phone Number:
Email:

Landlord's Name:
Company Name:
Address:
Phone Number:
Email:

Maintenance After Hours Phone Number:
Email:

Prevention Planning

Here are the steps I will take to prevent a housing emergency:

- ☐ I will put $_____ per month into an emergency rent fund (can be a checking/savings account, a fund held by family)
- ☐ I will pay my bills on time and review my household budget every month
- ☐ I will check with my landlord every three months to see if I am following the rules of my lease
- ☐ I will let my landlord know when something in my house needs to be repaired
- ☐ I will take good care of my apartment (vacuum the carpets, sweep/mop the floors, clean the sinks and toilets, dust, take out trash, etc.).
- ☐ I will keep the noise down so people can't hear what is happening in my house through the walls, floor or ceiling
- ☐ Other: _____
- ☐ Other: _____

Emergency Planning

1. What will I do if I do not have enough money to pay my rent or utilities this month (electric, gas, water, etc.)?

PLAN	ACTION	CONTACT PERSON	PHONE	EMAIL
A				
B				
C				

2. What will I do if I do not have enough money to pay for other things this month (such as food, transportation, phone, cable, laundry, etc.)?

PLAN	ACTION	CONTACT PERSON	PHONE	EMAIL
A				
B				
C				

3. What will I do if something in my apartment breaks and I have to move temporarily until it is fixed (e.g. a few days)?

PLAN	ACTION	CONTACT PERSON	PHONE	EMAIL
A				
B				
C				

4. What will I do if I get a letter from my landlord saying I have broken the rules of my lease and I have to fix the problem or move out in 30 days?

PLAN	ACTION	CONTACT PERSON	PHONE	EMAIL
A				
B				
C				

5. What will I do if I get a letter saying my landlord will not renew my lease for another year?

PLAN	ACTION	CONTACT PERSON	PHONE	EMAIL
A				
B				
C				

6. What will I do if _____?

PLAN	ACTION	CONTACT PERSON	PHONE	EMAIL
A				
B				
C				

7. What will I do if _____?

PLAN	ACTION	CONTACT PERSON	PHONE	EMAIL
A				
B				
C				

8. What will I do if _____?

PLAN	ACTION	CONTACT PERSON	PHONE	EMAIL
A				
B				
C				

HOUSEHOLD SPENDING PLAN

Indicate # of people in household:
Adults _____ Children _____

NET MONTHLY INCOME	NOW	W/HOUSE
Source 1		
Source 2		
Other Income		
Total Income [A]		

FIXED EXPENSES	NOW	W/HOUSE
Rent/Mortgage		
Electric		
Gas/Oil		
Water/Sewer		
Home Phone		
Cell Phone		
Internet service		
Trash pickup		
Cable		
Medical Insurance		
Auto Insurance		
Life Insurance		
Renters Insurance		
Child Support/Alimony		
Child Care		
Homeowners Assoc. Fees		
Other		
Total Fixed [B]		

DEBT PAYMENTS	NOW	W/HOUSE
Installment Loans		
Automobile Loan		
Credit Card Payments		
Credit Card Payments		
Credit Card Payments		
Total Debt [C]		

FLEXIBLE EXPENSES	NOW	W/HOUSE
Savings		
Groceries		
Lunch (work/school)		
Eating Out		
Entertainment/Hobbies		
Laundry/Drycleaning		
Cleaning Supplies		
Clothing		
Gasoline/Bus/Taxi		
Newspaper/Magazines		
Alcohol/Cigarettes		
Church/Charity		
Tuition/Books		
Barber/Beauty Shop		
Auto Maintenance		
House Maintenance		
Doctor/Dentist		
Pets		
Parking/Tolls		
Lottery/Bingo		
Lawn Care		
Maintenance/Repairs		
Other		
Total Flexible [D]		

EXPENSES	NOW	W/HOUSE
FIXED [B]		
DEBT [C]		
FLEXIBLE [D]		
TOTAL EXPENSES [E]		

Subtract Expenses from Income (A - E):		
TOTAL INCOME (A)		
TOTAL EXPENSES (E)		
DIFFERENCE + or -		

Note: If you have accounted for all your expenses, including savings, your difference should be **$0.00**.
If you come up with a positive number, you may want to consider allocating the extra money toward your debt and/or savings.
If you come up with a negative number, you are spending more than you make. Review the budget thoroughly to examine where you can trim your expenses.

Applicant Signature _____

Applicant Signature _____

CERTIFICATION: I hereby certify that I have reviewed the above budget with the applicant(s) and concur that it is reasonable.

Lender or Counselor Signature: _____

C: Dir., Human Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

From: Steve Hawks, Director of Human Services

Subject: FY 2017 Children's Services Act for At-Risk Youth and their Families and Virginia Community Crime Control Act programs

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-12**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk
Department of Human Services

III. **Description:**

This agenda item is an ordinance to appropriate and authorize the expenditure of $6,237,603.00 from the Commonwealth of Virginia for the FY 2017 Children's Services Act for at-risk youth and families ("CSA") pool funds, and appropriating and authorizing the expenditure of $2,232,397.00 in CSA Local Matching funds from the City of Norfolk (the "city") and $300,000.00 in CSA local matching funds from the School Board of the City of Norfolk for total CSA program funding in the amount of $8,770,000.00.

This ordinance will also appropriate and authorize the expenditure of $639,899.00 in funding from the Commonwealth of Virginia Department of Juvenile Justice ("VDJJ") for FY 2017 in support of the Juvenile Justice Community Crime Control Act ("VJCCCA") program, appropriating and authorizing the expenditure of $639,899.00 in VJCCCA local cash matching funds for total VJCCCA program funding in the amount of $1,279,798.00. Both CSA and VJCCCA programs are to be administered by the Department of Human Services ("Human Services").

IV. **Analysis**

On July 1, 1993, the CSA became law in the Commonwealth of Virginia and combines eight categorical funding streams into a single funds pool. These funds originate from systems involving Foster Care, Special Education, Mental Health and the Juvenile Courts. Access to these funds is accomplished through the use of interagency, multidisciplinary teams that

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

involve not only the traditional public offices dealing with troubled youth, but also include parents, citizens and private service providers.

Per CSA program guidelines, the General Assembly and the governing body of each county and city shall annually appropriate such sums of money as shall be sufficient to (1) provide special education services and foster care services for children in subdivisions B1, B2, and B3, and (II) meet relevant federal mandates for the provision of these services.

The city, in cooperation with the VDJJ, administers the VJCCCA program to provide services for non-violent, court-involved youth. The combined local and state funding will ensure the continued operation of the VJCCCA through a wide array of community-based services that provide alternatives to secure detention.

V. Financial Impact

FY 2017 CSA Pool Allocation for the city:

State Allocation	$ 6,237,603
Local Match Allocation	$ 2,532,397
Total CSA Pool Funds	**$ 8,770,000**

- The majority of the local match funds for the city come from the Human Services budget ($2,232,397), a smaller contribution is received from the Norfolk Public School's budget ($300,000).

FY 2017 VJCCCA funding for the city:

State Allocation	$ 639,899
Local Match Allocation	$ 639,899
Total CSA Pool Funds	**$ 1,279,798**

- Payments from VDJJ are received on a quarterly basis. For FY 2017, the city anticipates $639,899 in state funding, and in accordance with the legislative statute, the city will provide local matching funds in the amount of $639,899. The city's share of funding is referred to as the Maintenance of Effort ("MOE") and the state and combined total is referred to the "target budget." Therefore, the target budget for FY 2017 July 1, 2016 through June 30, 2017) is $1,279,798.

VI. Environmental

N/A

VII. Community Outreach/Notification

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

Agenda Overview
FY 2017 Children's Services Act for At-Risk Youth and their Families and Virginia Community Crime Control Act programs

If approved, $8,770,000 of Children's Services Act and Local Matching Funds will be appropriated and authorized for expenditure for the continuation of service provision to Norfolk's most at-risk children and youth under the Children's Services Act. $1,279,798 of Virginia Department of Juvenile Justice and Local Matching Funds will be appropriated and authorized for expenditure for the continuation of service provision to court-involved youth as an alternative to secure detention. Approval is recommended.

Marcus, please approve text for Agenda Overview

☑ Approved

☐ Approved with changes

From Department Head to City Manager

- Children's Services Act for At-Risk Youth and their Families (CSA) became law in the Commonwealth of Virginia on July 1, 1993
- The Norfolk Interagency Consortium (NIC) is the administrative body responsible for the authorization and monitoring of the state pool funds allocated to the City of Norfolk under the Children's Services Act.
- The four (4) partner agencies within the City of Norfolk receiving services funded by CSA are the Department of Human Services, the Community Services Board, the Juvenile Court Services Unit and the Department of Special Education for the Public Schools.
- The target population served by the CSA through the NIC Office is Norfolk's most difficult to serve children, youth and their families that demonstrate emotional and/or behavioral problems that require coordinated interventions by two or more public agencies within the city.
- This is the sixth year since the State allowed a reduction (50% required local match) in the City's maintenance of effort (MOE).

5/8/16 - bjt

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Department of Human 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.

SOH $8,770,000
SOH $1,279,798

2275-8-7122-9161
2275-8-8300-9162
Account

_____
Director of Finance

6/16/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING $6,237,603 IN FUNDING FROM THE COMMONWEALTH OF VIRGINIA FOR THE FISCAL YEAR 2017 CHILDREN'S SERVICES ACT FOR AT-RISK YOUTH AND FAMILIES FUNDS POOL ("CSA") SERVICES PROGRAM AND $639,899 FROM THE VIRGINIA DEPARTMENT OF JUVENILE JUSTICE IN SUPPORT OF THE FISCAL YEAR 2017 VIRGINIA JUVENILE COMMUNITY CRIME CONTROL ACT ("VJCCCA") PROGRAM, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE FUNDS AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF $2,232,397 IN LOCAL MATCHING FUNDS FOR CSA FROM THE CITY THROUGH ITS DEPARTMENT OF HUMAN SERVICES, AND $300,000 FROM THE SCHOOL BOARD OF THE CITY OF NORFOLK AND $639,899 OF LOCAL MATCHING FUNDS FOR VJCCCA FROM THE CITY.

- - -

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

Section 1:- That $6,237,603 from the Commonwealth of Virginia Children's Services for At-Risk Youth and Families ("CSA") Program is hereby accepted for the Fiscal Year 2017 CSA Program, if and when the funds are received from the State.

Section 2:- That $639,899 from the Commonwealth of Virginia Department of Juvenile Justice is hereby accepted for the Fiscal Year 2017 Virginia Juvenile Community Crime Control Act ("VJCCCA") Program, if and when the funds are received from the State.

Section 3:- That $2,532,397 in total local matching funds for CSA Program services for Fiscal Year 2017 is hereby appropriated and authorized for expenditure for the Programs, $300,000 of which is from the School Board of the City of Norfolk.

Section 4:- That $639,899 in local matching funds for VJCCCA Program services for Fiscal Year 2017 are hereby appropriated and authorized for expenditure for the Programs.

Section 5:- That the City Manager is authorized to do all things necessary to receive the funds and to implement the Programs as part of the Virginia Community Juvenile Crime Control Act.

Section 6:- That this ordinance shall be in effect from and after its adoption.

City of NORFOLK

C: Dir. Recreation Parks and Open Space

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

From: Darrell R. Crittendon, Director of Recreation Parks & Open Space

Subject: Acceptance of a donation from the Ghent Dog Park Association for certain improvements to the Stockley Garden Dog Park

Reviewed: _____
Wynter C. Benda, Assistant City Manager

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-13**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Ghent Dog Park Association

III. **Description:**
This agenda item is an ordinance accepting and appropriating a donation from the Ghent Dog Park Association ("GDPA") to the City of Norfolk (the "city") for improvements to the Stockley Garden Dog Park (the "dog park") and approving a Right of Entry and License Agreement with GDPA.

IV. **Analysis**
A cooperative agreement for the formation of the dog park, located at 1310 Stockley Gardens, was adopted in 2008 by Norfolk City Council. Recently, the GDPA approached the Department of Recreation, Parks & Open Space to propose improvements to the dog park. The GDPA proposes to donate time, labor/energy and materials to the city to install and maintain the improvements at the dog park.

V. **Financial Impact**
The total cost for the proposed dog park improvement plan is estimated to be $7,600, which will be financed by the GDPA.

VI. **Environmental**
There is no environmental impact associated with this matter.

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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 has been coordinated with the Department Recreation, Parks & Open Space, Ghent Dog Park Association, and the City Attorney's Office.

Supporting Material from the Department Recreation, Parks & Open Space:

- Ordinance
- Exhibit A: Ghent Dog Park Association Park Improvement Plan
- Exhibit A: Ghent Dog Park Association Park Improvement Plan estimates
- Exhibit B: Right of Entry and License Agreement

6/10/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Recreation, Parks and Open Space

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING AND APPROPRIATING THE DONATION FROM THE GHENT DOG PARK ASSOCIATION OF CERTAIN IMPROVEMENTS TO THE STOCKLEY GARDEN DOG PARK, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A RIGHT OF ENTRY AND LICENSE AGREEMENT WITH THE GHENT DOG PARK ASSOCIATION AND ITS MEMBERS, MATERIAL SUPPLIERS AND CONTRACTED SERVICE PROVIDERS FOR WORK RELATED TO THE DOG PARK IMPROVEMENTS.

- - -

WHEREAS, the Ghent Dog Park Association ("GDPA") wishes to donate its time, labor/energy and materials to the City of Norfolk ("City"), to install and maintain certain improvements at the Stockley Garden Dog Park ("Dog Park"), located at 1310 Stockley Gardens, Norfolk, as shown on Exhibit A attached hereto; and

WHEREAS, the City accepts with appreciation the donation from the GDPA; and

WHEREAS, the City and GDPA desire to enter into a Right of Entry and License Agreement ("Agreement"), a copy of which is attached hereto as Exhibit B, regarding the certain improvements at the Dog Park; now therefore,

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

Section 1:- That the donation of the certain improvements, as noted in Exhibit A, to the City from the GDPA for the Dog Park is hereby accepted with appreciation.

Section 2:- That the City Manager is hereby authorized to enter into the Agreement, a copy of which is attached hereto as Exhibit B, on behalf of the City of Norfolk with the GDPA relative to the aforementioned improvements at the Dog Park.

Section 3:- That the City Manager, with the advice and counsel of the City Attorney, is further authorized to correct, amend or revise the 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 4:- That the permission granted in said Agreement is expressly subject to the Council's right of revocation at any time, in its sole discretion.

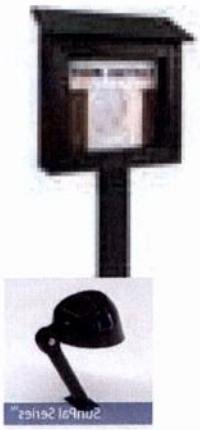
Section 5:- That this ordinance shall be in effect from and after the date of its adoption.

EXHIBIT A TO ORDINANCE

Ghent Dog Park Association Park Improvement Plan 5/17/2016

Total projected cost of improvements: $ 7,635.72

Ghent Dog Park Association Park Improvement Plan 5/17/2016



Two small locking case outdoor bulletin boards for placement outside each gate $ 554

http://www.allendisplay.com/18W-x-18H-Single-Door-Mini-Outdoor-Message-Center-with-Natural-Cork-Tack-Surface

Two Small solar powered light, to light the inside of the bulletin boards at night so that people can read their contents.. http://www.siliconsolar.com/real-estate-solar-light-p-16278.html $35.15 total

Two x 4 x 4 post @ $15.77 each = $31.54

One 50 pound bag Quickcrete $4.90

Total costs for lighted bulletin boards: $625.79

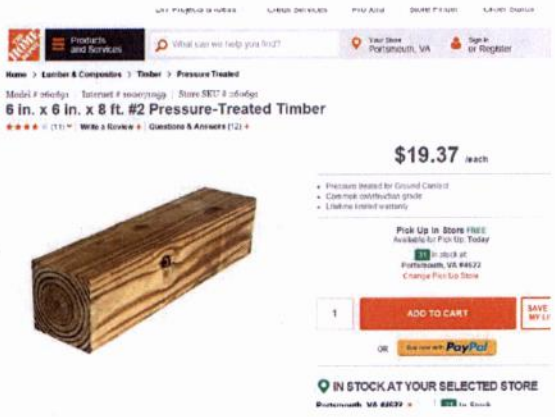
FIBAR engineered wood fiber at a depth of 6"

Approximate size 120 x 48, 5760 sf $3,231 including freight

http://www.fibar.com/Playgrounds/dogparks.html

Total cost for FIBAR: $3231.00

Ghent Dog Park Association Park Improvement Plan 5/17/2016



Fibar to be bordered by #2 Pressure-Treated Timber 6 x 6 x 8', attached via galvanized steel plates.

42 count $813.54

3 in. x 6 in. 20-Gauge Mending Plate $1.10 each x 38 = $41.80

12 gauge angle hanger (for corners) $2.57 x 4 = $10.28

84 count 24" rebar $1.70 each= $142.80

Total for containment system: $1,008.42

Improve vegetation outside of fence on the long runs of the park by planting liropie, one plant every foot. Total of 480 linear feet. 1 plant every 12 inches = 480 plants @ $.87 each =$450.00

Total costs for liropie: $450.00

http://classygroundcovers.com/product/365/Liriope-spicata-50-Bare-Root-plants?affl=froogle&gclid=CjwKEAjwguu5BRDq8uSKhaKIzDkSJACQ7WJlBTtvqgorapsAziUmL7GWQg4pohNNjc3Y7kO4HAKglhoCeHfw_wcB

Total Park Improvement Plan Cost Estimate: $5400.

Presented by: The Ghent Dog Park Association Board:

Traci Lovelace, President (804) 240-2626

Adryan Foresman, Vice President

Nathan Crawford, Secretary

Tom Clapp, Treasurer

EXHIBIT B TO ORDINANCE

THIS RIGHT OF ENTRY AND LICENSE AGREEMENT ("Agreement"), made this ____ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), Grantor, and the **GHENT DOG PARK ASSOCIATION** ("GDPA"), Grantee, acting through its duly authorized officer _____.

WITNESSETH:

The City does hereby grant to GDPA permission for its members, material suppliers and contracted service providers to enter upon and use certain City-owned property, known as the Stockley Garden Dog Park ("Property"), located at 1310 Stockley Gardens, for the purpose of installing and maintaining certain improvements for the benefit of the Property, as noted on the attached Exhibit A.

This Agreement shall be subject to the following terms and conditions:

1. This Agreement shall be in effect commencing July 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur. For the purpose of the installation of the improvements (the "installation period"), this Agreement shall terminate on December 31, 2016, unless extended in writing by the City. Thereafter, this Agreement shall continue for the purpose of maintenance only.

2. This Agreement for the stated purpose is subject to the City's right of revocation, at any time, and in its sole discretion.

3. The City shall have access to the Property at all times.

4. Prior to entering upon the Property, GDPA shall obtain all necessary permits and authorizations required for their intended use of the Property.

5. GDPA agrees and represents that it has obtained, or will obtain, from all parties necessary, including Miss Utility and the City's Department of Recreation, Parks & Open Spaces ("RPOS"), authorization for services needed for the installation and maintenance of the needed improvements and for the safe performance of said services, installation and maintenance, prior to any improvements, installation or maintenance being performed.

6. GDPA expressly agrees to indemnify, defend, and hold the City harmless from and against any and all claims, loss, damage, injury, and liability however caused, resulting from, arising out of, or in any way connected with the GDPA, or its members, material suppliers or contracted service providers use of the Property.

7. GDPA, by and through any and all of its material suppliers or contracted service providers, shall take out and keep in full force and effect, liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring itself and naming the City as an additional party insured in the amount of at least $1,000,000.00 against liability for the death or injury to any person or persons, and in the amount of $100,000.00 for destruction of property from any and all claims, actions, and suits that may be asserted or brought against GDPA, or its successors, assigns, its material suppliers or against the City.

8. All effort and costs associated with the installation, operation and maintenance of the improvements shall be the responsibility of GDPA.

9. All design plans and proposed materials shall be approved by RPOS before implementation and GDPA shall incorporate all plan or material modifications requested by the City.

10. All improvements must be shown and labeled on a design plan.

11. The FIBAR Engineered Wood Fiber (EWF) mulch area shall be contained within a border system approved by RPOS that is securely anchored to a level ground surface.

12. The EWF shall be installed per FIBAR manufacturer's specifications.

13. All unanticipated or unintended consequences resulting from the implementation of any improvements, i.e. drainage problems, shall be GDPA's responsibility to fix at their own cost and expense.

14. All future repairs and maintenance related to the aforementioned improvements shall be the responsibility of GDPA at their own cost and expense.

15. GDPA shall notify RPOS whether they intend to implement the work with a volunteer labor force or through contracted services.

16. GDPA shall notify RPOS in writing at least 10 business days in advance of any park closures or interruptions of service related to the maintenance and repair of the park improvements. Further, GDPA shall notify the general public in writing and via social media at least ten (10) business days in advance of any park closures or interruptions of service related to the maintenance and repair of the park improvements. Public notification shall consist of posting temporary signs or display exhibits in prominent, visible locations within the Property.

19. If GDPA fails to sufficiently maintain said improvements, the City reserves the right to remove all improvements in a manner that corresponds to the goals and objectives of RPOS and at the sole cost and expense of GDPA.

20. Upon the completion of the installation period or any maintenance event, GDPA shall restore any of the Property, not the subject of this installation, to its original condition, as it existed prior to entry, and shall repair any damage that results from GDPA's use of the Property.

21. This Agreement may not be assigned by GDPA to another entity.

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.

GHENT DOG PARK ASSOCIATION

By: _____
Name (Printed): _____
Title: _____

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of _____, Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of Ghent Dog Park Association, 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, 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 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 Department of Recreation,
Parks and Open Spaces

APPROVED AS TO FORM AND CORRECTNESS:

_____
Assistant City Attorney

C: Dir., Norfolk Community Services Board

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

From: Sarah Paige Fuller, Director, NCSB

Subject: Norfolk Community Services Board Performance Contract with the Commonwealth of Virginia for FY 2017

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-14**

I. **Recommendation:** Approve Resolution

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is a resolution to approve the Norfolk Community Services Board (the "NCSB") Performance Contract ("Contract"), so that NCSB can obtain state funds for FY 2017.

IV. **Analysis**
NCSB is under an annual Contract with the State's Department of Behavioral Health and Developmental Services ("DBHDS"). This contract is the instrument by which the State provides funding to NCSB. It also ensures that the Norfolk City Council, administration and residents understand what NCSB's activities and responsibilities are under the Contract.

V. **Financial Impact**
This Contract will allow NCSB to accept funding from the State to provide services for FY 2017. The Contract award amount for this year is $12,444,841.

VI. **Environmental**
N/A

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

VII. Community Outreach/Notification

A thirty-day public comment period was conducted by the NCSB. No comments were received. Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action

The Contract was approved by the CSB Board of Directors.

IX. Coordination/Outreach

This letter and resolution have been coordinated with the Norfolk Community Services Board and the City Attorney's office.

Supporting documentation from the City Attorney's Office:

- Ordinance
- Exhibit A

6/10/2016 JEC:11

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Community Services Board

NORFOLK, VIRGINIA

Resolution

A RESOLUTION APPROVING THE NORFOLK COMMUNITY SERVICES BOARD'S PERFORMANCE CONTRACT WITH THE COMMONWEALTH FOR FISCAL YEAR 2017 RENEWABLE BY MUTUAL AGREEMENT FOR FISCAL YEAR 2018.

- - -

WHEREAS, the Commonwealth OF Virginia established Community Services Boards with Chapter 5 of Title 37.2 of the Code of Virginia, 1950, as amended (Va. Code), and required each locality in the Commonwealth to have one, either individually or as a group; and

WHEREAS, the City of Norfolk, Virginia, as required by Va. Code Section 37.2-501, established the Norfolk Community Services Board (NCSB) in 1969 and re-designated it an administrative policy board in 2012, pursuant to Va. Code Section 37.2-500; and

WHEREAS, the NCSB Board of Trustees has advertised and approved by formal vote, as required by Section 37.2-508 of the Va. Code, this proposed performance contract between the NCSB and the Department of Behavioral Health and Developmental Services, whereby the NCSB is provided with state and federal funds for its operation; and

WHEREAS, pursuant to Va. Code Section 37.2-508, this performance contract covers two fiscal years, this contract being for fiscal year 2017 and fiscal year 2018 with the 2017 contract being renewable for fiscal year 2018 by mutual agreement of the parties with the insertion of new Exhibits, including, but not limited to, the new budget for fiscal year 2018; now, therefore,

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

Section 1:- That the Council approves the FY 2017 and FY 2018 Performance Contract between the Virginia Department of Behavioral Health and Developmental Services and the Norfolk Community Services Board, the 2018 portion conditioned on a mutual agreement to renew approved by Council by a second resolution passed no later than September 30, 2018.

Section 2:- That the Council hereby authorizes and directs the City Manager to forward a copy of this resolution to the Commonwealth of Virginia's Commissioner of Behavioral Health and Developmental Services.

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

FY 2017 Community Services Performance Contract

FY 2017 Exhibit A: Resources and Services

Norfolk Community Services Board

Consolidated Budget (Pages AF-3 through AF-8)				
Funding Sources	**Mental Health Services**	**Developmental Services**	**Substance Abuse Services**	**TOTAL**
State Funds	7,278,045	846,031	2,099,855	10,223,931
Local Matching Funds	0	0	0	0
Total Fees	0	0	0	0
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	154,463	0	2,066,447	2,220,910
Other Funds	0	0	0	0
State Retained Earnings	0	0	0	0
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	**7,432,508**	**846,031**	**4,166,302**	**12,444,841**
State Funds One-Time	0		0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	**0**	**0**	**0**	**0**
TOTAL ALL FUNDS	**7,432,508**	**846,031**	**4,166,302**	**12,444,841**

Cost for MH/DV/SA Services	**0**	**0**	**0**	**0**

Cost for Emergency Services (AP-4)	**0**
Cost for Ancillary Services (AP-4)	**0**
Total	**0**

Local Match Computation	
Total State Funds	10,223,931
Total Local Matching Funds	0
Total State and Local Funds	10,223,931
Total Local Match % (Local/Total State + Local)	**0.00%**

CSB Administrative Expenses	
Total Admin. Expenses	0
Total Expenses	0
Administrative Percent	**0.00%**

FY 2017 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services

Norfolk Community Services Board

Funding Sources	Funds
FEES	
MH Medicaid Fees	0
MH Fees: Other	0
Total MH Fees	0
MH Transfer Fees In/(Out)	0
MH Net Fees	0
FEDERAL FUNDS	
MH FBG SED Child & Adolescent (93.958)	95,914
MH FBG Young Adult SMI (93.958)	0
MH FBG SMI (93.958)	39,675
MH FBG SMI PACT (93.958)	0
MH FBG SMI SWVBH Board (93.958)	0
Total MH FBG SMI Funds	39,675
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
Total MH FBG Adult Funds	39,675
MH Federal PATH (93.150)	18,874
MH Federal CABHI (93.243)	
Federal CCBHC (93.829)	0
MH Other Federal - DBHDS	0
MH Other Federal - CSB	0
Total MH Federal Funds	154,463
STATE FUNDS	
Regional Funds	
MH Acute Care (Fiscal Agent)	0
MH Acute Care Transfer In/(Out)	0
MH Net Acute Care - Restricted	0
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP Transfer In/(Out)	0
MH Net Regional DAP - Restricted	0
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	0
MH Crisis Stabilization - Transfer In/(Out)	0
Total Net MH Crisis Stabilization - Restricted	0

FY 2017 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services

Norfolk Community Services Board

Funding Sources	Funds
MH Recovery (Fiscal Agent)	0
MH Other Merged Regional Funds (Fiscal Agent)	834,989
MH Total Regional Transfer In/(Out)	0
Total MH Net Unrestricted Regional State Funds	834,989
Total MH Net Regional State Funds	834,989
Children State Funds	
MH Child & Adolescent Services Initiative	363,398
MH Children's Outpatient	75,000
Total MH Restricted Children's Funds	438,398
MH State Children's Services	0
MH Juvenile Detention	111,724
MH Demo Proj-System of Care (Child)	0
Total MH Unrestricted Children's Funds	111,724
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry Transfer In/(Out)	0
Total MH Net Restricted Crisis Response & Child Psychiatry	0
Total State MH Children's Funds (Restricted for Children)	550,122
Other State Funds	
MH Law Reform	331,492
MH Pharmacy - Medication Supports	566,470
MH Jail Diversion Services	75,000
MH Adult Outpatient Competency Restoration Srvs	0
MH CIT-Assessment Sites	305,295
MH Expand Telepsychiatry Capacity	12,000
MH Young Adult SMI	0
MH PACT	700,000
MH PACT - Forensic Enhancement	200,000
MH PSH - CABHI	350,000
MH Permenant Supportive Housing (Non-CABHI)	0
CCBHC - State Portion	0
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	0
Total MH Net Expanded Community Capacity	0
MH First Aid and Suicide Prevention (Fiscal Agent)	0
MH First Aid and Suicide Prevention Transfer In/(Out)	0
Total MH Net First Aid and Suicide Prevention	0
Total MH Restricted Other State Funds	2,540,257

FY 2017 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services

Norfolk Community Services Board

Funding Sources	Funds
MH State Funds	3,352,677
MH State Regional Deaf Services	0
MH State NGRI	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	3,352,677
Total MH Other State Funds	5,892,934
TOTAL MH STATE FUNDS	7,278,045
OTHER FUNDS	
MH Other Funds	0
MH Federal Retained Earnings	0
MH State Retained Earnings	0
MH State Retained Earnings - Regional Prog	0
MH Other Retained Earnings	0
Total MH Other Funds	0
LOCAL MATCHING FUNDS	
MH Local Government Appropriations	0
MH Philanthropic Cash Contributions	0
MH In-Kind Contributions	0
MH Local Interest Revenue	0
Total MH Local Matching Funds	0
Total MH Funds	**7,432,508**
MH ONE TIME FUNDS	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Peer Services (93.958)	0
MH State Funds	0
Total One Time MH Funds	**0**
Total MH All Funds	**7,432,508**

FY 2017 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Developmental Services (DV)

Norfolk Community Services Board

Funding Sources	Funds
FEES	
DV Other Medicaid Fees	0
DV Medicaid ICF/ID	0
DV Fees: Other	0
Total DV Fees	0
DV Transfer Fees In/(Out)	0
DV NET FEES	0
FEDERAL FUNDS	
DV Other Federal - DBHDS	0
DV Other Federal - CSB	0
Total DV Federal Funds	0
STATE FUNDS	
DV State Funds	846,031
DV OBRA	0
Total DV Unrestricted State Funds	846,031
DV Rental Subsidies	0
DV Crisis Stabilization (Fiscal Agent)	0
DV Crisis Stabilization Transfer In(Out)	0
DV Net Crisis Stabilization	0
DV Crisis Stabilization-Children (Fiscal Agent)	0
DV Crisis Stabilization-Children Transfer In(Out)	0
DV Net Crisis Stabilization -Children	0
Total DV Restricted State Funds	0
Total DV State Funds	846,031
OTHER FUNDS	
DV Workshop Sales	0
DV Other Funds	0
DV State Retained Earnings	0
DV State Retained Earnings-Regional Prog	0
DV Other Retained Earnings	0
Total DV Other Funds	0
LOCAL MATCHING FUNDS	
DV Local Government Appropriations	0
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
Total DV Local Matching Funds	0
Total DV Funds	**846,031**

Report Date 6/13/2016

FY 2017 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Substance Abuse (SA) Services

Norfolk Community Services Board

Funding Sources	Funds
FEES	
SA Medicaid Fees	0
SA Fees: Other	0
Total SA Fees	0
SA Transfer Fees In/(Out)	0
SA NET FEES	0
FEDERAL FUNDS	
SA FBG Alcohol/Drug Trmt (93.959)	1,198,418
SA FBG SARPOS (93.959)	78,640
SA FBG Jail Services (93.959)	0
SA FBG Co-Occurring (93.959)	23,858
SA FBG New Directions (93.959)	0
SA FBG Recovery (93.959)	0
Total SA FBG A/D Trmt Funds	1,300,916
SA FBG Women (includes LINK at 6 CSBs) (93.959)	145,392
SA FBG Prevention-Women (LINK) (93.959)	0
Total SA FBG Women	145,392
SA FBG Prevention (93.959)	264,594
SA FBG Prev-Family Wellness (93.959)	0
Total SA FBG Prevention	264,594
SA Federal CABHI (93.243)	0
SA Federal Strategic Prevention (93.243)	157,083
SA Other Federal - DBHDS	198,462
SA Other Federal - CSB	0
TOTAL SA FEDERAL FUNDS	2,066,447
STATE FUNDS	
Regional Funds	
SA Facility Reinvestment (Fiscal Agent)	0
SA Facility Reinvestment Transfer In/(Out)	0
SA Net Facility Reinvestment	0
Other State Funds	
SA Women (includes LINK at 4 CSBs) (Restricted)	2,800
SA Recovery Employment	0
SA Peer Support Recovery	0
Total SA Restricted Other State Funds	2,800

Report Date 6/13/2016

FY 2017 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Substance Abuse (SA) Services

Norfolk Community Services Board

Funding Sources	Funds
SA State Funds	1,411,991
SA Region V Residential	90,544
SA Jail Services/Juv Detention	52,000
SA MAT - Medically Assisted Treatment	267,000
SA SARPOS	50,749
SA Recovery	0
SA HIV/AIDS	224,771
Total SA Unrestricted Other State Funds	2,097,055
Total SA Other State Funds	2,099,855
TOTAL SA STATE FUNDS	2,099,855
OTHER FUNDS	
SA Other Funds	0
SA Federal Retained Earnings	0
SA State Retained Earnings	0
SA State Retained Earnings-Regional Prog	0
SA Other Retained Earnings	0
Total SA Other Funds	0
LOCAL MATCHING FUNDS	
SA Local Government Appropriations	0
SA Philanthropic Cash Contributions	0
SA In-Kind Contributions	0
SA Local Interest Revenue	0
Total SA Local Matching Funds	0
Total SA Funds	**4,166,302**
SA ONE-TIME FUNDS	
SA FBG Alcohol/Drug Trmt (93.959)	0
SA FBG Women (includes LINK-6 CSBs) (93.959)	0
SA FBG Prevention (93.959)	0
SA State Funds	0
Total SA One-Time Funds	**0**
Total All SA Funds	**4,166,302**

Report Date 6/13/2016

C: Dir., Development

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

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

Subject: Issuance of a Revenue and Refunding Bond by the Economic Development Authority of the City of Norfolk

Reviewed: _____
Peter H. Chapman, Deputy City Manager

Ward/Superward: N/A

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-15**

I. **Recommendation:** Adopt Resolution

II. **Applicant:** Economic Development Authority
500 E Main Street, Suite 1500
Norfolk VA, 23510

III. **Description:**
This agenda item is a resolution approving the Economic Development Authority of the City of Norfolk ("EDA") to issue a revenue and refunding bond in an amount not to exceed $32,000,000, the proceeds of which will be loaned to Norfolk Academy for capital improvements to the campus.

IV. **Analysis:**
Norfolk Academy has requested assistance from the EDA in financing a program of capital improvements at its campus at 1585 Wesleyan Drive, including the replacement, expansion or renovation of existing buildings and classrooms, construction and improvements of athletic fields and related structures (indoor and outdoor), and expansion and renovation of the aquatic center. The Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, of the *Code of Virginia*, empowers the EDA to issue its Revenue and Refunding Bond and to loan the proceeds thereof to Norfolk Academy with approval by Council.

V. **Financial Impact:**
There is no financial impact to the City or the EDA, as Norfolk Academy will be paying all legal fees associated with the bond issuance.

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 of Norfolk's agenda notification process. This resolution was also approved at a public hearing of the EDA board.

VIII. **Board/Commission Action:**
The EDA Board voted unanimously to approve this resolution.

IX. **Coordination/Outreach:**
This letter has been coordinated with the Economic Development Authority, the Department of Development, and the City Attorney's Office.

Supporting Material from the Department of Development:

- Resolution
- Letter from Special Counsel for EDA
- Copy of EDA's Resolution

07/31/13 [hed]

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Development

NORFOLK, VIRGINIA

Resolution

A RESOLUTION APPROVING THE EXERCISE BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK OF POWERS CONFERRED BY THE INDUSTRIAL DEVELOPMENT AND REVENUE BOND ACT IN CONNECTION WITH THE AUTHORITY'S ISSUANCE OF A REVENUE AND REFUNDING BOND IN A PRINCIPAL AMOUNT NOT TO EXCEED $32,000,000, THE PROCEEDS OF WHICH WILL BE LOANED TO NORFOLK ACADEMY (THE "SCHOOL") TO BE USED IN FINANCING A PROGRAM OF CAPITAL IMPROVEMENTS AT THE SCHOOL'S CAMPUS AT 1585 WESLEYAN DRIVE, NORFOLK, VIRGINIA, REFUNDING CERTAIN PRIOR BONDS AND PAYING CERTAIN COSTS.

- - -

WHEREAS, the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2 of the Code of Virginia, as amended (the "Act"), authorizes the existence of the Economic Development Authority of the City of Norfolk (the "Authority") and empowers the Authority to issue its Revenue and Refunding Bond in a principal amount not to exceed $32,000,000 (the "Bond"), and to loan the proceeds thereof to Norfolk Academy to be used in (a) financing a portion of the costs of a program of capital improvements at the School's campus located at 1585 Wesleyan Drive, Norfolk, Virginia, including the replacement of the existing administration building with a new student center and administration building, the expansion and renovation of the

refectory, the construction and improvement of athletic fields and related structures, the renovation and construction of upper and lower school classrooms an buildings, the expansion and renovation of the aquatic center and the renovation of other indoor athletic facilities (collectively, the "Project"), (b) currently refunding (i) the Norfolk Airport Authority 2010 Revenue and Refunding Bond (The Norfolk Academy), and (ii) the Joint Industrial Development Authority of Northampton County and its Incorporated Towns Refunding Revenue Bond (The Norfolk Academy Project), Series 2013, on which the School is obligated, (c) funding capitalized interest on the Bond for a limited period and (d) financing the costs of issuance of the Bond; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires approval by this Council of the issuance of any private activity bond by the Authority after the Authority has held a public hearing to consider the issuance of such bond as one of the acts required in order for the interest on such bond to qualify for exemption from the imposition of federal income tax; and

WHEREAS, the Authority held a public hearing on June 1, 2016, in compliance with the Code and Section 15.2-4906 of the Code of Virginia (1950), as amended (the "Virginia Code"), and after such public hearing did adopt an inducement resolution agreeing to undertake the issuance of the Bond, subject to the

adoption of this resolution by the Council to approve the issuance of the bond; and

WHEREAS, the Authority has recommended and requested that the Council approve the issuance of the Bond; and

WHEREAS, a copy of the Authority's resolution agreeing to issue the Bond, subject to certain final terms to be agreed upon, a Summary of Public Hearing Statements with respect to the Bond, a Fiscal Impact Statement in the form prescribed by Section 15.2-4907 of the Virginia Code and a Conflict of Interests Certificate have been filed with the Council; now, therefore,

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

Section 1:- That, relying upon the representations of the Authority by its counsel, the recitals in the preambles hereto are found to be true and correct in all respects and are adopted as findings of this Council as if fully rewritten herein.

Section 2:- That the Project, the funding and the costs proposed to be financed by the issuance of the Bond are deemed appropriate for such plan of finance and refinance and, accordingly, the issuance of the Bond is hereby approved.

Section 3:- That the approval of the issuance of the Bond as required by Section 147(f) of the Code does not constitute an endorsement to a prospective purchaser of the Bond of the proposed use of the proceeds of the Bond or the creditworthiness of the School, and, as required by Virginia law, the Bond shall provide that neither the Commonwealth of Virginia, nor any political subdivision thereof, including the City and the Authority, shall be obligated to pay the principal, or premium, if any, of the Bond or the interest thereon or other costs

incident thereto except from the revenues and monies pledged therefor, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof, including the City and the Authority, shall be pledged thereto.

Section 4:- That the City, including the members of Council, its officers, employees and agents, shall not be liable and hereby disclaims all liability for any damage to the Applicant, direct or consequential, resulting from the Authority's failure to issue the Bond for any reason.

Section 4:- That this resolution shall be in effect from and after its adoption.

Anita O. Poston
757-446- 8606 - direct
757-446-8670 – fax
aposton@vanblk.com
Licensed in Virginia

VANDEVENTER BLACK LLP

101 W. Main Street • 500 World Trade Center • Norfolk, VA 23510 • O: 757.446.8600 • F: 757.446.8670

June 10, 2016

Council of the City of Norfolk
810 Union Street
Norfolk, VA 23510

RE: Norfolk Economic Development Authority Revenue and Refunding Bond
Not to Exceed $32,000,000.00 for the Benefit of Norfolk Academy

Ladies and Gentlemen:

We are special counsel to the Norfolk Economic Development Authority (the "Authority") and as such are familiar with the records and proceedings of the Authority. You have requested our opinion in connection with the adoption by the Council of the City of Norfolk (the "Council") of the proposed resolution attached hereto, which approves the issuance of the captioned revenue bond (the "Bond") by the Authority pursuant to Chapter 49, Title 15.2 of the Code of Virginia, and Section 147(f) of the Internal Revenue Code of 1986, as amended to date, and the regulations outstanding thereunder (the "Code"). The Bond will be issued to assist Norfolk Academy (the "School") in financing a program of capital improvements at the School's campus at 1585 Wesleyan Drive in Norfolk, Virginia, and to refund certain prior bonds and to pay certain costs of issuing the Bond, necessitating approval by this Council in order to comply with state and federal law.

We have examined the proposed resolution to be adopted by the Council and such other information, documents and records as we believe necessary for the purpose of rendering this opinion. Based on the foregoing, we are of the opinion that:

1. All action by the Authority necessary to date to authorize the issuance of the Bonds has been taken in accordance with law and all applicable statutes;

2. The public hearing held by the Authority on June 1, 2016, complied with the requirements of Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia, as amended to date;

3. The Council is the "applicable elected representative" within the meaning of Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia, as amended to date, and the proposed resolution, when adopted, will constitute approval for the Bond, within the meaning of Section 147(f) and Section 15.2-4906;

4. The recitals in the preambles of the resolution proposed for adoption by the Council are true and correct in all respects;

5. The facilities to be financed and described in the attached resolution are eligible for financing by the Authority; and

6. There is no action, suit, proceeding or investigation at law or equity, before or by any court or public board or body, to the best of our knowledge, pending or threatened against the Authority wherein an unfavorable decision, ruling or finding would, in any material respect, affect adversely the approval contemplated by the proposed resolution.

This opinion of counsel is rendered based upon the understanding that the proposed resolution in this matter will be acted upon by Council at a later date. We recognize an affirmative obligation to bring to the attention of the Council any circumstance that might materially change this opinion of counsel between the date of this opinion and the date of Council action on this matter.

Very truly yours,

VANDEVENTER BLACK LLP

Anita O. Poston

AOP:cbm

cc. Mr. Kevin White, Esq
Mr. George Consolvo, Esq
Ms. Dawn Ryan
Mr. Andrew Yancey

4826-7189-6114, v. 1

SUMMARY OF PUBLIC HEARING STATEMENTS

At 7:32 a.m. on June 1, 2016, the Chairman of the Economic Development Authority of the City of Norfolk (the "Authority") announced the commencement of a public hearing held in the Authority's offices located at 500 E. Main Street, Suite 1500, Norfolk, Virginia 23510, on the issuance by the Authority of its Revenue and Refunding Bond in an amount not to exceed $32,000,000 (the "Bond") to assist The Norfolk Academy (the "School"), whose principal place of business is 1585 Wesleyan Drive, Norfolk, Virginia 23502, in (a) financing a portion of the costs of a program of capital improvements at the School's campus located at 1585 Wesleyan Drive, Norfolk, Virginia, including the replacement of the existing administration building with a new student center and administration building, the expansion and renovation of the refectory, the construction and improvement of athletic fields and related structures, the renovation and construction of upper and lower school classrooms and buildings, the expansion and renovation of the aquatic center, and the renovation of other indoor athletic facilities (collectively, the "Project"), (b) currently refunding (i) the Norfolk Airport Authority 2010 Revenue and Refunding Bond (The Norfolk Academy), and (ii) the Joint Industrial Development Authority of Northampton County and its Incorporated Towns Refunding Revenue Bond (The Norfolk Academy Project), Series 2013, on which the School is obligated, (c) funding capitalized interest on the Bond for a limited period, and (d) financing costs of issuance of the Bond.

Kevin A. White, Esquire, of Kaufman & Canoles, a Professional Corporation, Bond Counsel for the School, appeared at the public hearing and explained to the Authority the nature of the transaction and the legal requirements pertaining to the governmental approval process, and the limitation of the Authority's liability with respect to the same, and invited questions from the directors of the Authority and from the public.

Jeff Martin, Business Officer of the School, also appeared and answered questions from members of the Authority about the Project.

No members of the public spoke at the public hearing in support of or opposition to the Bond and the Chairman closed the public hearing at 7:37 a.m.

INDUCEMENT RESOLUTION OF THE
ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK
REGARDING THE ISSUANCE OF A REVENUE AND REFUNDING BOND
ON BEHALF OF THE NORFOLK ACADEMY

WHEREAS, the Economic Development Authority of the City of Norfolk (the "Authority") is empowered by the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to issue its revenue and refunding bonds from time to time and to use the proceeds thereof for the purposes of financing or refinancing any "authority facility," as described in the Act;

WHEREAS, there has been described to the Authority the plan of The Norfolk Academy, a not-for-profit Virginia nonstock corporation (the "School"), whose principal place of business is 1585 Wesleyan Drive, Norfolk, Virginia 23502, for the Authority to issue its Revenue and Refunding Bond in a principal amount not to exceed $32,000,000 (the "Bond"), and to loan the proceeds thereof to the School to be used in (a) financing a portion of the costs of a program of capital improvements at the School's campus located at 1585 Wesleyan Drive, Norfolk, Virginia, including the replacement of the existing administration building with a new student center and administration building, the expansion and renovation of the refectory, the construction and improvement of athletic fields and related structures, the renovation and construction of upper and lower school classrooms and buildings, the expansion and renovation of the aquatic center, and the renovation of other indoor athletic facilities (collectively, the "Project"), (b) currently refunding (i) the Norfolk Airport Authority 2010 Revenue and Refunding Bond (The Norfolk Academy), and (ii) the Joint Industrial Development Authority of Northampton County and its Incorporated Towns Refunding Revenue Bond (The Norfolk Academy Project), Series 2013, on which the School is obligated, (c) funding capitalized interest on the Bond for a limited period, and (d) financing costs of issuance of the Bond (collectively, the "Plan of Finance");

WHEREAS, the School, in its application and in its appearance before the Authority, has (a) described to the Authority the expected cost savings from undertaking the Plan of Finance through an issue of "qualified 501(c)(3) bonds" as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"), (b) described the benefits to be derived by residents of the City of Norfolk (the "City") from the participation by the Authority as conduit issuer of such "qualified 501(c)(3) bonds," and (c) represented that the School is a corporation described in Section 501(c)(3) of the Code which is exempt from federal income taxation pursuant to Section 501(a) of the Code;

WHEREAS, the School has described to the Authority the benefits to be derived from the Plan of Finance and has requested that the Authority agree to issue the Bond as a conduit issuer under the Act and to loan the proceeds of the Bond to the School to assist the School in effecting the Plan of Finance; and

WHEREAS, a public hearing with respect to the Authority's issuance of the Bond was properly noticed pursuant to the Act and the Code, and was held by the Authority on the date hereof prior to the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK:

1. It is hereby found and determined (a) that the issuance of the Bond and the use of the proceeds thereof to undertake the Project and the Plan of Finance will promote the safety, health, welfare, convenience and prosperity of the inhabitants of the City and the Commonwealth of Virginia by enhancing the ability of the School to support its academic mission to the inhabitants of the City and the Commonwealth of Virginia, and (b) that the Project constitutes "authority facilities" as defined in the Act.

2. The Authority hereby agrees to cooperate with the School in the implementation of the Plan of Finance and, subject to the Authority's final approval of the terms and conditions of the Bond and the documents to be executed and delivered in connection with the placement of the Bond with a commercial bank, which approval would be considered at a future meeting of the Authority, the Authority agrees to undertake the issuance of the Bond in a principal amount not to exceed $32,000,000 and to loan the proceeds of the Bond to the School upon terms and conditions to be agreed upon by the Authority, the School and such commercial bank.

3. The Authority hereby recommends and requests to the City Council of the City that it approve the issuance of the Bond in accordance with the Act and as required by the Code. The Authority hereby directs the Chairman or Vice Chairman of the Authority, either of whom may act, to submit to the City Council a fiscal impact statement in the form prescribed by Section 15.2-4907 of the Act, a reasonably detailed summary of the comments expressed at the public hearing held at this meeting as required by Section 15.2-4906 of the Act, the form of Conflict of Interests Certificate required by the Authority and the City, and a copy of this Resolution.

4. The Authority hereby agrees to the recommendation of the School that Kaufman & Canoles, a Professional Corporation, be appointed as Bond Counsel and hereby appoints such firm to supervise the proceedings and approve the issuance of the Bond.

5. It having been represented to the Authority that it is necessary for the School to proceed immediately with certain expenditures in connection with the Project, the Authority hereby agrees that the School may proceed with plans, enter into contracts for acquisition, construction, renovation and equipping, and take such other steps as it may deem appropriate in connection with the Project and, subject to the limitations of the Code and the Treasury Regulations promulgated thereunder, the School may be reimbursed from the proceeds of the Bond for all costs so incurred by it. In adopting this Resolution, the Authority is making a declaration of official intent to reimburse expenditures with the proceeds of the Bond pursuant to Section 1.150-2 of the Treasury Regulations. This declaration does not supersede any declaration of official intent previously adopted by the Board of Directors of the School in accordance with the Treasury Regulations.

6. All fees, costs and expenses in connection with the Plan of Finance described herein, including the fees and expenses of the Authority and the fees and expenses of Bond Counsel, counsel for the Authority, counsel for the School and counsel for the purchaser of the Bond, shall be paid from the proceeds of the Bond to the extent permitted by law or from funds provided by the

School. If for any reason the Bond is not issued, it is understood that all such fees and expenses shall be paid by the School and that the Authority shall have no responsibility therefor.

7. The Bond shall be a limited obligation of the Authority payable solely from the revenues and receipts derived by the Authority from the School or other available funds provided by the School, including funds of the School that are pledged to payment of the Bond. The Bond shall not be deemed to constitute a debt or a pledge of the faith or credit of the Commonwealth of Virginia or any political subdivision thereof, including the Authority and the City, and neither the Commonwealth of Virginia nor any political subdivision thereof, including the Authority and the City, shall be obligated to pay the principal of, premium, if any, or interest on the Bond, or other costs incident thereto, except from the revenues and receipts derived by the Authority from the School. Neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof, including the City, will be pledged to the payment of the principal of, premium, if any, or interest on the Bond or other costs incident thereto. The Authority has no taxing power. No covenant, condition or agreement contained in the Bond or in any financing instrument executed and delivered in connection with the Bond shall be deemed to be a covenant, agreement or obligation of any past, present or future director, officer, employee or agent of the Authority in his or her individual capacity, and neither the directors of the Authority nor any officer or employee thereof executing the Bond or any other financing document or instrument shall be personally liable thereon or subject to any personal liability or accountability by reason of the issuance or execution thereof. It is understood that the financing documents shall provide that the School shall indemnify and save harmless the Authority, its officers, directors, employees, attorneys and agents from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses in any way connected with the adoption of this Resolution and the issuance and sale of the Bond.

8. The Bond shall not be issued until all governmental approvals as required by the Act and the Code have been obtained.

9. All other acts of the officers of the Authority which are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bond are hereby ratified, approved and confirmed.

10. Subject to paragraph 8, this Resolution shall take effect immediately upon its adoption and shall expire one year from the date of its adoption unless some or all of the Bond is issued within such time.

* * *

CERTIFICATE

I, the undersigned Secretary-Treasurer of the Economic Development Authority of the City of Norfolk, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by the Economic Development Authority of the City of Norfolk at a regular meeting held on June 1, 2016, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand and the seal of the Economic Development Authority of the City of Norfolk this 1st day of June, 2016.

Secretary-Treasurer, Economic Development Authority of the City of Norfolk

SEAL

FISCAL IMPACT STATEMENT FOR
A BOND ISSUE SUBMITTED TO THE
ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF NORFOLK

The undersigned applicant, to permit the Chairman of the Economic Development Authority of the City of Norfolk to submit the following information in compliance with Section 15.2-4907, Code of Virginia of 1950, states:

Name of Applicant: The Norfolk Academy

Project: Revenue and Refunding Bonds (The Norfolk Academy), Series 2016

1.	Maximum amount of financing sought	$ 32,000,000
2.	Estimated taxable value of the facility's real property to be constructed in the City of Norfolk	N/A
3.	Estimated real property tax per year using present tax rates	N/A
4.	Estimated personal property tax per year using present tax rates	N/A
5.	Estimated business license tax per year using present tax rates	N/A
6A.	Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality	$ 1,000,000
6B.	Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality	$ 1,500,000
6C.	Estimated dollar value per year of services that will be purchased from Virginia companies within the locality	$ 2,500,000
6D.	Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality	$ 500,000
7.	Estimated number of regular employees on year round basis	200
8.	Average annual salary per employee	$ 65,000

APPLICANT NAME:

THE NORFOLK ACADEMY

By: _____
Jeff Martin,
Business Officer

ECONOMIC DEVELOPMENT AUTHORITY OF
THE CITY OF NORFOLK

By: _____
Chairman

CONFLICT OF INTERESTS CERTIFICATE
FOR
NORFOLK ACADEMY

The undersigned applicant for financing ("Applicant") hereby certifies to the Economic Development Authority of the City of Norfolk ("Authority"), that the persons whose names are set forth below constitute each person:

(a) having a direct or indirect ownership interest in Applicant of three percent (3%) or more of the total equity of the Applicant if such person is also an officer or employee of the Authority or of the City of Norfolk (the "City");

(b) having annual income or reasonably anticipating having annual income of $5,000.00 or more from Applicant, if such person is also an officer or employee of the Authority or of the City;

(c) having personal liability on behalf of the Applicant of three percent (3%) or more of the total assets of the Applicant if such person is also an officer or employee of the Authority or the City;

(d) having an ownership interest as described in (a) above or having income or reasonably anticipating having income of $5,000.00 or more from representing the Applicant or any other entity that will benefit or suffer from the Authority's proposed financing of the Facility ("Other Entity") regarding the proposed financing of the Facility, if such person is also an officer or an employee of the Authority or the City; if such person is also an officer or employee of the Authority or the City of Norfolk;

(e) who is an officer or employee of the Authority or of the City of Norfolk and will derive any income, profit or other thing of value from the Facility or the financing or transfer thereof, or otherwise stands to benefit therefrom.

Below is a statement describing in detail the relationship of such persons to the Applicant or Other Entity and to the Authority and/or the City, in order that any member of the Board of Directors of the Authority, any member of City Council and any employee of either the Authority or the City acting on this application shall have full knowledge of all matters requiring disclosure or disqualification under the State and Local Government Conflict of Interests Act, Chapter 31, Title 2.2 of the Code of Virginia.

None.

Signature of Applicant's Representative: _____

Jeff Martin,
Business Officer

Date: June 1, 2016

THE VIRGINIAN-PILOT
NORFOLK, VIRGINIA
AFFIDAVIT OF PUBLICATION

The Virginian-Pilot

KAUFMAN & CANOLES, P.C.
TWO JAMES CTR
1021 E CARY ST, 1400
RICHMOND VA 23219

REFERENCE: 39212350
25079011 NORFOLK ACADEMY

State of Virginia
City of Norfolk

This day, Jacqueline Whitfield personally appeared before me; and after being dully sworn, made oath that: (1. she is affidavit clerk of the Virginian-Pilot, a newspaper published by The Virginian-Pilot Media Companies, LLC, in the cities of Norfolk, Portsmouth, Chesapeake, Suffolk, and Virginia Beach, Commonwealth of Virginia and in the state of North Carolina 2.) That the advertisement hereto annexed has been published in said newspaper on the dates stated

FRANCISCO A. KELLY
COMMONWEALTH OF VIRGINIA
Expires
10-31-19
REG #
7145124
NOTARY PUBLIC

PUBLISHED ON: 05/18 05/25

TOTAL COST: 1,687.08 AD SPACE: 102 LINE
FILED ON: 05/27/16

Legal Affiant Jacqueline Whitfield

Subscribed and sworn to before me in my city and state on the day and year aforesaid this 1 of June in the year of 2016.(NRN:7145124)

Notary: [signature] My commission expires October 31, 2019.

NOTICE OF PUBLIC HEARING ON THE PROPOSED ISSUANCE BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK OF A REVENUE AND REFUNDING BOND ON BEHALF OF THE NORFOLK ACADEMY

Notice is hereby given that the Economic Development Authority of the City of Norfolk (the "Authority"), will hold a public hearing at 7:30 a.m. on June 1, 2016, at its offices located at 500 E. Main Street, Suite 1500, Norfolk, Virginia 23510, for the purpose of receiving comments and hearing discussion concerning the issuance by the Authority of its Revenue and Refunding Bond in a principal amount not to exceed $32,000,000 (the "Bond"), to assist The Norfolk Academy (the "School"), whose principal place of business is 1585 Wesleyan Drive, Norfolk, Virginia 23502, in (a) financing a portion of the costs of a program of capital improvements at the School's campus located at 1585 Wesleyan Drive, Norfolk, Virginia, including the replacement of the existing administration building with a new student center and administration building, the expansion and renovation of the refectory, the construction and improvement of athletic fields and related structures, the renovation and construction of upper and lower school classrooms and buildings, the expansion and renovation of the aquatic center, and the renovation of other indoor athletic facilities (collectively, the "Project"), (b) currently refunding (i) the Norfolk Airport Authority 2010 Revenue and Refunding Bond (The Norfolk Academy), and (ii) the Joint Industrial Development Authority of Northampton County and its Incorporated Towns Refunding Revenue Bond (The Norfolk Academy Project), Series 2013, on which the School is obligated, (c) funding capitalized interest on the Bond for a limited period, and (d) financing costs of issuance of the Bond. All portions of the Project will be owned by the School.

Any person interested in the issuance of the Bond should appear and be heard. Any person who is disabled and will require an accommodation in order to participate in the public hearing may call the Authority at 664-4338. Please place such call at least three (3) days in advance of the meeting and public hearing. The Bond will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the City of Norfolk and the Authority. Neither the Commonwealth of Virginia nor any political subdivision thereof shall be obligated to pay the Bond, or the interest thereon, or other costs incident thereto, except from the revenues and monies pledged therefor, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia nor any political subdivision thereof will be pledged to the payment of the principal of or interest on the Bond or other costs incident thereto. The address of the Authority is 500 E. Main Street, Suite 1500, Norfolk, Virginia 23510.

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK

VP 25079011A

INTERACTIVE MEDIA
NORFOLK, VIRGINIA
AFFIDAVIT OF PUBLICATION

Online Publication VP

KAUFMAN & CANOLES, P.C.
TWO JAMES CTR
1021 E CARY ST, 1400
RICHMOND VA 23219

REFERENCE: 39212350
25079011 NORFOLK ACADEMY

Commonwealth of Virginia
City of Norfolk

This day, Lisa Cook personally appeared before me and, after being duly sworn, make oath that:

1.She is affidavit clerk of Interactive Media, asubsidiary of The Virginian-Pilot Media Companies, LLC, publishing in Chesapeake, Suffolk, Norfolk, Portsmouth and Virginia Beach, Commonwealth of Virginia in the state of Virginia

2. The advertisement has been produced on the said site on the date stated

FRANCISCO A. KELLY
COMMONWEALTH OF VIRGINIA
Expire
10-31-19
REG #
7145124
NOTARY PUBLIC

PUBLISHED ON: 05/18 05/25

TOTAL COST: 50.00
FILED ON: 05/27/16

AD SPACE: 102 LINE

Legal Affiant: Lisa Cook

Subscribed and sworn to before me in my city and state on the day and year aforesaid this 1 day of June 2016. (NRN: 7145124)

Notary: [signature] My commission expires October 31, 2019.

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

July 12, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Influance Hair Care, LLC

R-16

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Influance Hair Care, LLC in the amount of $16,784.09 based upon the overpayment of its Business Personal Property Tax for the tax years 2013 through 2015, resulting in a refund due of $16,784.09, 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

6/20/2016MR
Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
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.

$ $16,784.09 — Refund — 1000 105 020 4022 — Account
$ 2,858.84 — Interest — 1000 105 020 4024 — Account

Director of Finance — Date 6/22/16

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO INFLUANCE HAIR CARE, LLC BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAX FOR TAX YEARS 2013 THROUGH 2015.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by Influance Hair Care, LLC for the tax years 2013 through 2015 and has corrected this assessment in accordance with Virginia Code § 58.1-3981;

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 $16,784.09, plus interest; now, therefore

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

Section 1:- That $16,784.09, plus interest at the rate established by applicable law, is hereby appropriated for a refund to Influance Hair Care, LLC.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Influance Hair Care, LLC in the amount specified above as soon as practicable upon passage of this ordinance.

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

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Influance Hair Care, LLC
Account Number
59804/045619

June 13, 2016

Overview:

Taxpayer has a manufacturing facility in North Carolina; their previous accounting firm reported the North Carolina assets to Norfolk. In addition, the taxpayer had not filed a business personal property rendition for five years.
The taxpayer is requesting a correction and refund for the years 2013, 2014, and 2015.

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 personal property tax revenue by **$16,784.09** 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 personal property overpayment of **$16,784.09.**

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 $16,784.09 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business Personal Property Taxes.

C. Evans Poston, Jr., Commissioner of the Revenue — Date: 6/21/16

Bernard Pishko, City Attorney — Date: 6/21/16

Interest calculation for Influence Hair Care LLC (59804/045619)

Interest is calculated at 10% per annum or .08333% per month.

Year	Overpayment Amount	Less Payments	Net amount	Number of Months	Rate equals	Interest Rate	Interest Refund
2013	$ 6,946.31	$ 5,875.43	$ 1,070.88	37	0.8333%	30.832%	$ 330.17
2014	$ 8,265.05	$ -	$ 8,265.05	25	0.8333%	20.833%	$ 1,721.82
2015	$ 7,448.16	$ -	$ 7,448.16	13	0.8333%	10.833%	$ 806.85
			$ 16,784.09				$ 2,858.84

Total Combined Refund: **$ 19,642.93**