CITY COUNCIL
AGENDA

TUESDAY, SEPTEMBER 13, 2016

Work Session Agenda

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

Break For Dinner

Closed Session

- Real Estate Matters

Agenda Overview

Presenter: *Marcus D. Jones, City Manager*

Stormwater Fee Reduction Program

Presenter: *David Ricks, Director of Public Works*

Norfolk Works

Presenter: *Peter Chapman, Deputy City Manager*

Additional Documents

Documents:

09-13-16 CITY PLANNING COMMISSION PUBLIC HEARING RESULTS FROM AUGUST 25.PDF
09-13-16 COUNCIL INTERESTS.PDF
09-13-16 MINUTES OF CITY COUNCIL MEETING OF AUGUST 23.PDF
09-13-16 PENDING LAND USE ACTIONS.PDF
09-13-16 TRAFFIC CONTROL SIGNS - ADDITIONAL INFORMATION.PDF

Announcement Of Meeting

Documents:

09-13-16 ANNOUNCEMENT OF MEETING.PDF

Formal Session

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

Prayer

Prayer to be offered by Pastor Christopher Hines, Way of the Cross Church, followed by the Pledge of Allegiance.

Public Hearings

PH-1

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on approving the conveyance of a portion of the **Curlew Drive** right of way to the **Virginia Department of Transportation** by Deed of Quitclaim.

Documents:

PH-1 CONVEYANCE OF A PORTION OF CURLEW DR RIGHT OF WAY TO VDOT FOR I-264.PDF

PH-2

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance to **Hoffler Architects, LLC** of certain parcels of property located at **2935 and 2939 E. Virginia Beach Boulevard** for the total sum of $25,000.00 in accordance with the terms and conditions of the Purchase and Sale Agreement.

Documents:

PH-2 SALE OF 2935 AND 2939 E. VIRGINIA BEACH BLVD TO HOFFLER ARCHITECTS, LLC.PDF

PH-3

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Sunsations Realty, LLC**, for a zoning text amendment to Section 27-27, **"River's Edge at Berkley Residential Planned Development District" (PD-R River's Edge at Berkley)** of the *Zoning Ordinance* to create new development standards for a residential planned development on the property.

Documents:

PH-3 ZONING TEXT AMENDMENT - 335 EMMETT PLACE - SUNSATIONS REALTY, LLC.PDF

PH-4

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Norfolk Redevelopment and Housing Authority**, for a change of zoning from **R-12** (Medium Density Multi-Family) and BFRPO (Bay Front Residential Parking Overlay) Districts to C-3 (Retail Center) District on the 10-foot rear portion of properties located at **9548- 9574 21st Bay Street**.

Documents:

PH-4 CHANGE OF ZONING AT 9548-9574 21ST BAY ST - NRHA.PDF

Regular Agenda

R-1

Matter of a letter from the City Manager and an Ordinance entitled, "An Ordinance requesting the **Virginia Department of Transportation** to establish projects for the **West Ocean View Flyover**, the Citywide **ADA Ramp Construction, Phase 3**, and the Granby Street/Bayview Boulevard Intersection Improvements in accordance with the Programmatic Project Administration Agreement between the City of Norfolk and the Virginia Department of Transportation; and appropriating and authorizing the expenditure of the total sum of $3,540,000.00 for these projects, subject to and in accordance with the terms of the aforesaid Agreement," will be introduced in writing and read by its title.

(DELAYED AT THE MEETING OF AUGUST 23, 2016)

Documents:

R-01 VDOT FY 2017 REVENUE SHARING PROGRAM.PDF

R-2

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'Collector Norfolk'** on property located at **2409 Fawn Street**," will be introduced in writing and read by its title.

Documents:

R-02 SPECIAL EXCEPTION - COLLECTOR NORFOLK.PDF

R-3

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'Borjo Coffeehouse'** on property located at **4416 Monarch Way**," will be introduced in writing and read by its title.

Documents:

R-03 SPECIAL EXCEPTION - BORJO COFFEEHOUSE.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 **'Clementine's'** on property located at 110 **Lavalette Avenue, Suite C,**" will be introduced in writing and read by its title.

Documents:

R-04 SPECIAL EXCEPTION - CLEMENTINES.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 **'Exception Ale'** on property located at **2000 Colonial Avenue, Suite 6**," will be introduced in writing and read by its title.

Documents:

R-05 SPECIAL EXCEPTION - EXCEPTION(ALE).PDF

R-6

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting an easement from **Lake Wright Retail Investors, LLC** for the purpose of constructing and maintaining a public sidewalk and authorizing the City Manager to execute the **Deed of Easement** on behalf of the City of Norfolk," will be introduced in writing and read by its title.

Documents:

R-06 DEDICATION OF EASEMENT FROM LAKE WRIGHT RETAIL INVESTORS, LLC.PDF

R-7

Letter from the City Manager and an Ordinance entitled, "An Ordinance dedicating certain property owned by the City of Norfolk as public right of way in connection with the **Military Highway Continuous Flow Intersection Project**," will be introduced in writing and read by its title.

Documents:

R-07 DEDICATION OF PUBLIC RIGHT OF WAY FOR MILITARY HWY WIDENING PROJECT.PDF

R-8

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

Documents:

R-08 NONEXCLUSIVE TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH MOBILITIE, LLC.PDF

R-9

Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City Manager to enter into a **Right of Entry Agreement** with **Richard C. Hood and Sharon S. Smith** regarding the property located at **1432 Gates Avenue**, in connection with the **Jeff Robertson Park Stormwater Wetland Project**," will be introduced in writing and read by its title.

Documents:

R-09 RIGHT OF ENTRY AGREEMENT FOR JEFF ROBERTSON PARK STORMWATER WETLAND PROJECT.PDF

R-10

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

Documents:

R-10 RIGHT OF ENTRY AGREEMENT FOR MILITARY HWY CONTINUOUS FLOW INTERSECTION PROJECT.PDF

R-11

Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain **Sections 25-653, 654,** and **656** of the *Norfolk City Code, 1979*, **SO AS TO** add three new yield intersections, six new stop intersections, and three new streets included in the prohibition regarding trucks of one and one-half tons," will be introduced in writing and read by its title.

Documents:

R-11 TRAFFIC CONTROL SIGNS - VARIOUS LOCATIONS.PDF

R-12

Letter from the City Manager and an Ordinance entitled, "An Ordinance finding a public necessity for the acquisition in fee simple of the property interests owned by **Joshua Pretlow, Jr., Anne Pretlow Henderson, T. Kirk Pretlow, and Jennie Pretlow Barrett** in certain property located in the **City of Suffolk at the Western Branch Reservoir**; approving the **Purchase and Sales Agreement**; and authorizing the expenditure of a sum of up to $256,000.00 from funds heretofore appropriated for acquisition of the property and all related transactional costs," will be introduced in writing and read by its title.

Documents:

R-12 ACQUISITION OF PROPERTY IN THE CITY OF SUFFOLK AT WESTERN BRANCH RESERVOIR.PDF

R-13

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **Berman Realty, LLC** permission to encroach into the right-of-way at **1316 Colley Avenue** approximately 386 square feet for the purpose of outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

Documents:

R-13 ENCROACHMENT FOR OUTDOOR DINING AT 1316 COLLEY AVE - BERMAN REALTY, LLC.PDF

R-14

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **SLNWC Office Company, LLC** permission to encroach into the rights-of-way of **Monticello Avenue and Charlotte Street at 440 Monticello Avenue** approximately 37 square feet for the purpose of outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

Documents:

R-14 ENCROACHMENT FOR OUTDOOR DINING AT 440 MONTICELLO AVE - SLNWC OFFICE COMPANY.PDF

R-15

Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a **Temporary Right of Entry Agreement** with **Cellco Partnership d/b/a Verizon Wireless**, granting permission to cross a portion of city-owned property at **723 Spotswood Avenue** for the purpose of installing and maintaining an aerial fiber route and antennas on an existing power pole," will be introduced in writing and read by its title.

Documents:

R-15 TEMPORARY RIGHT OF ENTRY AGREEMENT WITH CELLCO PARTNERSHIP - 723 SPOTSWOOD AVE.PDF

R-16

Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing an amendment to **Lease** between **Virginia Stage Company** and the City of Norfolk for property located at **220 Boush Street** and authorizing the City Manager to execute the amendment on behalf of the City of Norfolk," will be introduced in writing and read by its title.

Documents:

R-16 AMENDMENT TO LEASE AGREEMENT WITH VIRGINIA STAGE COMPANY.PDF

R-17

Letter from the City Manager and an Ordinance entitled, "An Ordinance approving the acceptance of the **Norfolk Drug Treatment Court Grant Award** of $250,000 from the **Supreme Court of Virginia** for the **Adult Drug Court Program** and program fees up to $15,000 and appropriating the grant funds and program fees and authorizing expenditure of $78,500 from previously appropriated funds as a local cash match," will be introduced in writing and read by its title.

Documents:

R-17 ACCEPTANCE OF A NORFOLK ADULT DRUG TREATMENT COURT GRANT - 250,000.PDF

R-18

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $348,950 from the **Storm Water Local Assistance Fund Grant** for the implementation of flood reduction and environmental sustainability and appropriating and authorizing the expenditure of the $348,950 grant and $348,950 match funds for the **Anne Outten Pond Retrofit Water Quality Improvement Project**," will be introduced in writing and read by its title.

Documents:

R-18 ACCEPTANCE OF A STORMWATER LOCAL ASSISTANCE FUND GRANT - 348,950.PDF

R-19

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a **Victim Witness Grant Award** of $715,553.00 from the **Virginia Department of**

Criminal Justice Services for the continuation of the **FY17 Victim/Witness Assistance Program**, appropriating and authorizing the expenditure of the grant funds for the program and authorizing the employment of thirteen (13) persons for the program in a Special Project employment status," will be introduced in writing and read by its title.

Documents:

R-19 VICTIM WITNESS ASSISTANCE PROGRAM GRANT - 715,553.PDF

R-20

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $5,000 in grant funds from the **Virginia Commission for the Arts**, appropriating and authorizing the expenditure of the grant funds and authorizing the expenditure of $5,000 in local cash matching funds for distribution by the City on a competitive basis to local arts organizations," will be introduced in writing and read by its title.

Documents:

R-20 ACCEPTANCE OF A GRANT FROM THE VIRGINIA COMMISSION FOR THE ARTS - 5,000.PDF

R-21

Letter from the City Manager and an Ordinance entitled, "An Ordinance amending **Ordinance No. 46,499**, regarding the exemption from **Real Estate Taxes** for two parcels of **Real Property of First Baptist Church of Campostella Trust** retroactive to September 1, 2014, and one parcel of Real Estate retroactive to January 1, 2015 **SO AS TO** correct the number of parcels and the revenue impact to the City and its taxpayers for granting retroactive exemption from $5,439.89 to $525.30," will be introduced in writing and read by its title.

Documents:

R-21 AMEND ORDINANCE NO. 46499 TO CORRECT TAX EXEMPT PARCELS FOR FIRST BAPTIST CHURCH OF CAMPOSTELLA.PDF

R-22

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $14,598.74, plus interest to **Canon Solutions America, Inc.** based upon the overpayment of its Business Personal Property Taxes for the Tax Year 2016," will be introduced in writing and read by its title.

Documents:

R-22 TAX OVERPAYMENT - CANON SOLUTIONS AMERICA, INC. - 14,598.74.PDF

R-23

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $2,538.82, plus interest to **F. Sullivan Callahan, PLC** based upon the overpayment of its Business Personal Property Taxes for the Tax Year 2016," will be introduced in writing and read by its title.

Documents:

R-23 TAX OVERPAYMENT - F. SULLIVAN CALLAHAN, PLC - 2,538.82.PDF

R-24

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $18,313.13, plus interest to **Hudson-NIA JV of Norfolk, Inc.** based upon the overpayment of its Business Personal Property Taxes for the Tax Year 2016," will be introduced in writing and read by its title.

Documents:

R-24 TAX OVERPAYMENT - HUDSON - NIA JV OF NORFOLK, INC. - 18,313.13.PDF

R-25

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $5,124.01 plus interest to **LP Norfolk LLC** based upon the overpayment of its Business Personal Property Taxes for the Tax Year 2016," will be introduced in writing and read by its title.

Documents:

R-25 TAX OVERPAYMENT - LP NORFOLK LLC - 5,124.01.PDF

R-26

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $12,554.75 plus interest to **Macy's Retail Holdings, Inc**. based upon the overpayment of its Business License Tax for the Tax Year 2016," will be introduced in writing and read by its title.

Documents:

R-26 TAX OVERPAYMENT - MACYS RETAIL HOLDINGS, INC. - 12,554.75.PDF

R-27

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $16,771.00 plus interest to **Merrill Lynch, Pierce, Fenner & Smith Incorporated** based upon the overpayment of its Business Personal Property Taxes for the Tax Year 2015," will be introduced in writing and read by its title.

Documents:

R-27 TAX OVERPAYMENT - MERRILL LYNCH, PIERCE, FENNER AND SMITH, INC. - 16,771.PDF

R-28

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $2,974.73 plus interest to **North Title, LLC** based upon the overpayment of its Business Professional and

Occupational License Tax for the Tax Years 2013 through 2016," will be introduced in writing and read by its title.

Documents:

R-28 TAX OVERPAYMENT - NORTH TITLE, LLC - 2,974.73.PDF

R-29

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $3,490.55 plus interest to **Orion Marine Construction, Inc.** based upon the overpayment of its Business Personal Property Tax for the Tax Year 2016," will be introduced in writing and read by its title.

Documents:

R-29 TAX OVERPAYMENT - ORION MARINE CONSTRUCTION, INC. - 3,490.55.PDF

R-30

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $6,298.40 plus interest to **Pierce & Thornton PLC** based upon the overpayment of its Business License Tax for the Tax Year 2016," will be introduced in writing and read by its title.

Documents:

R-30 TAX OVERPAYMENT - PIERCE AND THORNTON PLC - 6,298.40.PDF

R-31

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $3,730.51 plus interest to **Universal Air Products Corporation** based upon the overpayment of its Business Personal Property Tax for the Tax Year 2016," will be introduced in writing and read by its title.

Documents:

R-31 TAX OVERPAYMENT - UNIVERSAL AIR PRODUCTS CORP - 3,730.51.PDF

R-32

Letter from the City Clerk transmitting an **Abstract of Votes** cast in the City of Norfolk at the Special Election held on August 23, 2016.

Documents:

R-32 ABSTRACT OF VOTES FROM AUGUST 23 SPECIAL ELECTION.PDF

R-33

Letter from the City Attorney and an Ordinance entitled, "An Ordinance to schedule a meeting between the City Council and the **Norfolk School Board** on **Tuesday, September 27, 2016** at **4:00 P.M.** in the **10th floor, Large**

Conference Room," will be introduced in writing and read by its title.

Documents:

R-33 JOINT MEETING WITH SCHOOL BOARD OF THE CITY OF NORFOLK ON SEPTEMBER 27.PDF

R-34

Letter from the City Clerk and a Resolution entitled, "A Resolution establishing a **Naval Station Norfolk Centennial Commission** and appointing its members," will be introduced in writing and read by its title.

Documents:

R-34 RESOLUTION TO ESTABLISH A NAVAL STATION NORFOLK CENTENNIAL COMMISSION AND APPOINTING MEMBERS.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: August 25, 2016 City Planning Commission Public Hearing Results

DATE: September 9, 2016

Attached are the results from the August 25, 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
AUGUST 25, 2016
RESULTS

The Norfolk City Planning Commission will hold a public hearing on August 25, 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:

CONTINUED AGENDA

CONTINUED TO THE OCTOBER 27TH, 2016 PUBLIC HEARING

1. **CITY PLANNING COMMISSION,** for a text amendment to sections 15-1.2 and 15-3.1 of the *Zoning Ordinance* in order to modify the method used to calculate minimum required motor vehicle parking and to limit the availability of reduced parking for uses associated with existing buildings in the Suburban Character District.

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

REGULAR AGENDA

APPROVAL RECOMMENDED, 5-0

1. **SUNSATIONS REALTY, LLC,** for a zoning text amendment to section 27-27, "River's Edge at Berkley Residential Planned Development District" (PD-R River's Edge at Berkley) of the *Zoning Ordinance* to create new development standards for a residential planned development on the property.

   The purpose of the amendment is to allow for a reduction in the number of dwelling units from 310 to 280, reduce the height of the structures and amount of parking, and to increase the number of buildings.

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

APPROVAL RECOMMENDED, 5-0

2. **NRHA,** for a change of zoning from R-12 (Medium Density Multi-Family) and BFRPO (Bay Front Residential Parking Overlay) districts to C-3 (Retail Center) district on the 10-foot rear portion of properties at 9548-9574 21st Bay Street.

   The purpose of this request is to allow for an expansion of a loading dock in the rear of the East Beach Shoppes.

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

APPROVAL RECOMMENDED, 5-0

3. **CLEMENTINE'S,** for a special exception to operate an eating and drinking establishment at 110 LaValette Avenue, Suite C.

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

APPROVAL RECOMMENDED, 5-0

4. **EXCEPTION(ALE),** for a special exception to operate an eating and drinking establishment at 2000 Colonial Avenue, Suite 6.

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

APPROVAL RECOMMENDED, 5-0

5. **BORJO COFFEEHOUSE,** for a special exception to operate an entertainment establishment with alcoholic beverages at 4416 Monarch Way.

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

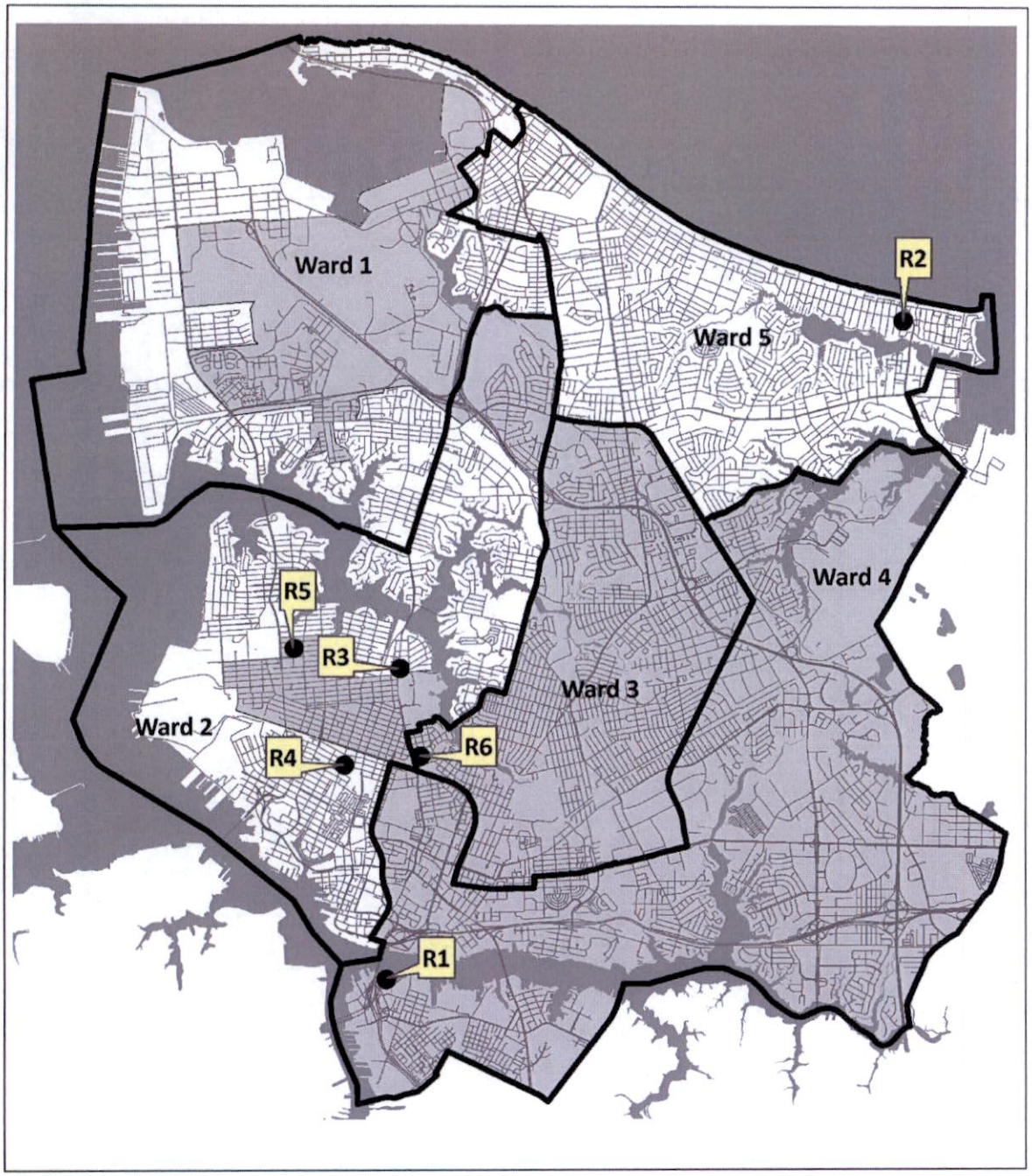
APPROVAL RECOMMENDED, 5-0

6. **COLLECTOR NORFOLK,** for a special exception to operate an entertainment establishment with alcoholic beverages at 2409 Fawn Street.

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

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Superwards

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This map is for graphic purposes only.

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

THE CITY OF NORFOLK

September 9, 2016

City Council;

Today's memo provides you with information from the August 23rd Council meeting.

Highlights include:

- Street Lighting Partnership
- Cigar Factory Update

Tropical Storm Hermine decided to spend some time in the region on Labor Day weekend. Team Norfolk responded before, during and after the storm. Public Works crews cleaned storm drains, tested all pump stations, reopened flooded streets and ran street sweepers.

York Street garage and various City and Norfolk Public School lots provided high and dry parking for residents.

Due to a tremendous partnership with Operation Brother's Keeper, Dr. Kirk Houston and Gethsemane Fellowship opened their doors to serve as a shelter for nearby residents. City staff supported this effort. Even though no one needed shelter, it was available and ready.

Throughout the month of September, crews are picking up storm debris and bulk waste on regular trash collection days.

Beginning Monday, Public Works will resurface all streets in West Ghent. Parking removal will start at 6:00 a.m. The contractor will work Monday – Friday from 7:00 a.m. – 7:00 p.m. The project is posted on the city's website and notification was mailed to each address and sent to the civic league.

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:	September 9, 2016

Today's memo includes information from the August 23rd Council meeting.

Cigar Factory Update: The developer reopened one westbound lane on East Princess Anne Road in front of the Old Cigar Factory on Tuesday, August 23rd bringing the total of opened drive lanes to two westbound and one eastbound. This improvement should help to ease congestion for the neighborhood and commuters.

Staff is aware that the developer is considering a partnership with another company to bring the American Cigar project to life. The business plan calls for the development and lease of 100% of the 155 units to 60% of AMI renters.

Workforce Initiative: On Tuesday, September 13th Deputy City Manager Peter Chapman will provide a presentation and discussion on a new workforce initiative that connects Norfolk residents to employment training and jobs.

Road Concerns: Public Works has added Devon, Carlton, Hamilton and Whayland roads to the FY 2018 resurfacing program.

Sarah Constant Park Lighting: Public Works staff has contacted Dominion Power to inspect and replace inoperable lights in the park.

Street Lighting Partnership: The City has more than 31,000 street lights in place and is part of a collective of 168 municipal agencies that negotiates electric rates as "one". This collective reduces annual electricity consumption costs, distribution costs and improves services.

Dominion Power is required to adjust monthly billing to reflect a credit/refund for any lights not repaired on schedule. Depending on the time of year, Dominion can receive up to 400 requests a month and repair up to 340 each month. The most common reason for a delay in repair is weather conditions or localized construction. Norfolk residents can report street light outages to Dominion directly or through the Call Center.

THE CITY OF NORFOLK

Pilot Bike Loop: In an effort to improve communications about Norfolk's Pilot Bike Loop, staff collaborated on a dedicated webpage with information about the project. A direct link is located on the front page of the city's website. In addition, Public Works staff are distributing postcards to communities along the bike loop ahead of construction.

Vision 2100: Planning, Neighborhood, Resilience and Marketing staff are working together to clearly communicate the objectives of Vision 2100. Their effort will be reflected in the final project.

Have a good weekend.

City of Norfolk

Inter Department Correspondence Sheet

TO: Members of City Council

FROM: Breck Daughtrey, City Clerk

COPIES TO:

SUBJECT: Minutes of City Council Meeting

September 9, 2016

Attached are the minutes of the City Council meeting and held on Tuesday, August 23, 2016.

Breck

NORFOLK, VIRGINIA

BUSINESS MEETING OF COUNCIL

TUESDAY, AUGUST 23, 2016

Mayor Alexander called the meeting to order at 5:05 p.m. with the following members present: Ms. Carry, Ms. Graves, Ms. Johnson, Ms. McClellan, Mr. Riddick, Mr. Smigiel, and Dr. Whibley.

He thereupon called on Deputy City Manager, Ron Williams to review the agenda and introduce the presentations.

A. NIGHTHAWKS BASKETBALL

Wynter Benda, Deputy City Manager, reported on the Night Hawks basketball pilot program that began on July 15 at two recreation centers: Huntersville and Berkley. In early August a Norview location opened. Originally, it was the community playing basketball or young adults 18 – 25 or 33 year olds with Norfolk Police, but it has been much more than that. There have been opportunities with Opportunity Inc., TCC, Centura College and other community partners, including the faith based community and many of the civic leagues. The program will culminate Friday, August 26, 2016. They will keep all three centers open as requested and supported by the communities.

- Seven week pilot program – Friday and Saturday nights from 10 p.m. until 2 a.m.
- Late night pickup basketball with access to amenities of community centers
- Connected participants with services
- Summer attendance as of week 6: Berkley Center (353); Huntersville (343); Norview (began August 5th – 158)

Councilwoman Graves asked if there are plans to extend the program. Mr. Benda stated the thought is either holidays and/or fall or during summer breaks.

Mr. Benda noted plans are underway for a league play in early winter and stated there has been citywide interest beyond the three centers and an interest in Ocean View.

B. READY TO THRIVE

Sabrina Joy-Hogg, Deputy City Manager, reported the pilot program provides wraparound services to assist students in entering their first day of school ready to learn. The city is working with Norfolk Public Schools and their Office of Interagency Collaboration and Wraparound Services to provide mentoring, tutoring, eyeglasses, hearing aids and whatever a child needs throughout the course of the year. Norfolk Public Schools has identified 42 students throughout the city. It is a targeted audience with NRHA residents, students living in public housing, families with students who receive housing choice vouchers and also the 42 students identified by the school system. There has been overwhelming support from the community, i.e. Virginia Department of Health, CHKD, EVMS. To kick off this program, there will be a "Back to School Fest" event on Saturday, August 27, 2016 at Norfolk Scope from 10:30 a.m. - 1:30 p.m. and will offer:

- Immunizations and school entry physicals
- Vision and dental services
- Haircuts (volunteer barbers to provide free haircuts)
- Pre-K registration (NPS)
- Student bus pass signup (HRT)
- Community support and resources
- School supplies and backpacks (Centura College and other community partners)

Ms. Joy-Hogg said volunteers are needed to assist.

Councilwoman Williams-Graves asked if something similar can be done after the winter break to help the same group of students replenish their supplies.

Mayor Alexander stated that the program is sustainable and that they will support and be with those scholars throughout the year.

C. CITY ATTORNEY

The City Attorney reported city representatives will meet with the family of Mr. Willie James to show them the video of the police encounter resulting in Mr. James' death.

He next reported on item R-28, an Ordinance that amends the tax abatement Ordinance to require preservation of at least 51% of the building and

to reduce the minimum age requirements of commercial and multi-family renovation properties from 50 to 40 years.

Dr. Whibley commented the Ordinance can be amended in the future to incorporate practices done well in other cities such as Charleston, and recommended the Architectural Review Board study the matter.

D. KPMG EXTERNAL AUDITOR REPORT

Cheryl Xystros of KPMG reported that the audit includes both the city as well as Norfolk Public Schools and the Economic Development Authority. Once the process is complete another report will be provided on the audit itself and the findings. An audit opinion will be provided on the Comprehensive Annual Financial Report (CAFR).

A single audit of the federal grants will be provided for the first time this year under the Uniform Guidance as opposed to the A133 that was used in the past. That audit will be done in conjunction with the Norfolk Public Schools and the city as a combined entity. They will perform procedures on compliance as required by the State Auditor of Public Accounts and will look at the Sheriff's canteen funds and other processes and controls of the Sheriff.

They will also examine the comparative cost report submitted to the state. Some procedures on the landfill that are required by the state will be performed and a separate report will be issued. Separate financial statements will be issued on water and wastewater funds that support their revenue bonds that are issued individually as enterprise funds and will provide letters on internal control and compliance. In addition, they will audit the CAFRS of the schools and the Economic Development Authority under their overall contract and issue a VRS census report at the schools. Areas of audit emphasis include:

- Valuation of pension liabilities; valuation of other post-employment benefits; valuation and presentation of the self-insurance fund.
- Significant business risks: Economic conditions; loss of reduction of federal, state or local funding; compliance with federal and state regulations; managing fraud risks.
- Significant classes of transactions: Budget and encumbrances; revenue generation and collection; compensation of employees; service delivery and procurement; capital assets; debt management; treasury management.
- Control environment: General control environment "tone at the top"; information technology and security; financial reporting; disbursement process and payroll.

KPMG will hold weekly meetings with management during fieldwork to keep them apprised of the status of test-work and issues encountered. All communications with respect to potential management letter comments, single audit findings and audit adjustments will be reviewed with the appropriate level of management as they arise. KPMG will meet with management and the City Council upon completion of the audit to review the audit reports and results.

E. SUSTAINABLE WATER RECYCLING

Ted Henifin, General Manager, HRSD, reported on this item as follows:

- HRSD plans to treat waste water to meet drinking water standards and use it to replenish the aquifer. This will reduce nutrient discharges into the Chesapeake Bay and may reduce the rate of land subsidence.
- The aquifer has dropped 100 feet over the last 100 years which damages the aquifer and reduces land subsidence.
- HRSD continues to work on reducing wastewater overflows.

F. COUNCIL INTERESTS

1. Councilman Riddick:

- Reported that Norfolk native Nate Parker will have a world premiere of his movie, "Birth of a Nation," in Norfolk on September 27 at the MacArthur Center Cinema. The film won the Sundance Film Festival.
- Asked to propose the decriminalization for possessing small amounts of marijuana.
- Asked for a presentation to the Council on marijuana's impact on persons who are caught with small amounts as opposed to being ticketed or a fined. He would like this to be a joint effort on the part of the Council and would like the information in time to be included in the legislative packet.

Mr. Smigiel noted that he is on the executive board for VML and urban section chair, and at the annual conference they pick one topic to cover. He asked for the decriminalization of marijuana and its medical use to be the topic at VML in October. He noted he will be facilitating that conversation.

2. Councilman Smigiel:

- Asked the administration to address the following roads that need resurfacing: Wayland Street, Devon Street, Carlton Street and Evelyn Street. There are potholes, road cracks and grass growing out of the cracks. A road at the end of Willoughby is in very bad condition and has not been resurfaced in many years.

- Lights on Virginia Power poles are out at Sarah Constance Beach Park. He asked for a presentation on how the relationship works between the city and Dominion Power, and noted there are many lights out throughout the whole city.

- Asked to plan for building a new animal care center or look into a larger location.

3. Councilwoman Graves:

- Asked for an update on the tobacco building on Princess Anne Road.
- Asked the city to facilitate permitting for annual community events like the Berkley reunion, Park Place, St. Patrick's Day and others.

4. Councilwoman Johnson:

- Asked for a report on how to help close the gap on available jobs in the City of Norfolk and how to prepare Norfolk citizens to get the jobs.
- Invited Council to visit Fortis College and Tidewater Tech to see what they are doing for the young adults, noting that Tidewater Tech addresses training for veterans, ex-offenders and citizens in an effort to provide them jobs for the city's upcoming job opportunities.
- Address concerns with flooding on Ballentine Boulevard at the I-264 ramp.
- Address concerns with flooding at Coleman Place Elementary School.
- Lights out on Virginia Beach Boulevard to Corprew Avenue and leading up to Norfolk State University.
- A constituent in Estabrook sent in a report to Norfolk Cares where he identified approximately 15 poles with numbers that did not have lighting.
- Stated that employees need to slow down while driving through neighborhoods and also stay off of cell phones while driving.

5. Councilwoman McClellan:

- Reported there is a new pilot bike path in Ghent and she encouraged the city to create a communication plan to help educate bicyclist, drivers and students on how to use the bike paths.

- Asked for a report on the status of Waterside, expressing concern a brochure shows a residential tower and noting there's been no activity for two months.

Dr. Whibley asked the administration to send Council an email briefly explaining what is going on at Waterside.

6. Councilwoman Carry

- Expressed concern with drug activity, petty crimes and crimes of opportunity going on in Ward 1 and the lack of information being provided as a follow up to residents when incidents are reported.
- Reported that there is a public hearing scheduled for August 24th about the flyover issue in Ocean View, noting that this is a major issue for residents in the area.

NORFOLK, VIRGINIA

ACTION OF THE COUNCIL

CITY COUNCIL MEETING

TUESDAY, AUGUST 23, 2016 – 7:00 P.M.

Mayor Alexander called the meeting to order at 7:00 p.m.

The opening prayer was offered by Reverend Father Jim Curran, The Basilica of Saint Mary of the Immaculate Conception Church, followed by the Pledge of Allegiance.

The following members were present: Ms. Carry, Ms. Graves, Ms. Johnson, Ms. McClellan, Mr. Riddick, Mr. Smigiel, Dr. Whibley, and Mr. Alexander.

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

Motion adopted.

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

No: None.

CEREMONIAL MATTERS

Kurt Hofelich, the 2016 United Way Campaign Chair, and Adrienne Phelps, United Way Key Accounts Manager presented Council with a plaque, thanking the employees of the City of Norfolk for their generosity.

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**.

(Passed by at the June 28, 2016 meeting)

(The applicant has requested this matter be continued to October 25, 2016)

ACTION: The matter was continued on the request of the applicant to October 25, 2016.

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

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, to hear comments on approving the relocation of a **Virginia Electric and Power Company** easement located over city-owned property known as Lake Whitehurst in accordance with the Easement Relocation Agreement.

Thereupon, an Ordinance entitled, "An Ordinance approving the relocation of a **Virginia Electric and Power Company** easement located over city-owned property known as Lake Whitehurst in accordance with the Easement Relocation Agreement; and authorizing the City Manager to execute the Easement Relocation Agreement on behalf of the City," was introduced and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective September 23, 2016.

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

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 **Timothy M. Massey,** for the closing, vacating and discontinuing a portion of Willoughby Bay Avenue having a 40-foot width right-of-way and lying south of **775 W. Ocean View Avenue.**

Thereupon, an Ordinance entitled, "An Ordinance vacating a portion of Willoughby Bay Avenue south of the property known as 775 West Ocean View Avenue," was introduced and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

REGULAR AGENDA

R-1 Matter of a letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Pedestrian Commercial Overlay District Development Certificate** to permit the renovation of an existing, nonconforming sign on property located at **222 West 21st Street**," was introduced in writing and read by its title.

(The applicant has requested this matter be withdrawn)

ACTION: This matter was withdrawn.

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

No: None.

R-2 Matter of a letter from the City Manager and a Public Hearing scheduled this day pursuant to action of the Council on July 19, 2016, under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Norfolk Christian Schools**, to amend the Future Land Use Designation in the **General Plan**, *plaNorfolk2030*, from Single-Family Traditional to Institutional at **260 Filbert Street** and for a 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**.

(Public Hearing Closed on July 19, 2016)

Thereupon, an Ordinance entitled, "An Ordinance to amend the City's General Plan *Planorfolk2030*, SO AS TO change the land use designation for property located at **260 Filbert Street** from Single-Family traditional to Institutional," was introduced and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

An Ordinance entitled, "An Ordinance to rezone properties located at **255 Thole Street and 260 Filbert Street** from IN-1 (Institutional), Conditional IN-1 (Institutional, and R-8 (Single-Family Residential) to Conditional IN-1 (Institutional) District," was introduced and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

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 'Carmen's Café' on property located at **9610 1st View Street**," was introduced in writing and read by its title.

John Willis, 2240 Tarrellton Drive, spoke in favor of this matter.

Carmen Carcamo, applicant, 9610 1st View Street, was present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

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 'Chipotle' on property located at **1087 North Military Highway**," was introduced in writing and read by its title.

Ann Crenshaw, 150 W. Main Street, attorney for the applicant, was present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit mixed uses on property located at **4914 Colley Avenue**," was introduced in writing and read by its title.

Faith Conlon, applicant, 4914 Colley Avenue and Robyn Thomas, Architect, 913 W. 21st Street, were present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-6 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit mixed uses on properties located at **4009 to 4013 Colley Avenue and 801 and 809 West 41st Street**," was introduced in writing and read by its title.

Bobby Howerin, applicant, 4013 Colley Avenue and Robyn Thomas, Architect, 913 W. 21st Street, were present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

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

An Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a religious institution named 'New Horizon Outreach Ministries' on properties located at **1555 to 1575 Kerrey Avenue**," was introduced in writing and read by its title.

Mike Gray, 1542 Kerry Avenue, spoke in opposition to this matter.

James Faulks, 719 Redmill Road, spoke in favor of this matter.

Sean Matthews, 2704 Pendragon Court, Chesapeake, and Elmer Toll, Engineer, 770 Independence Circle, Virginia Beach, were present in favor of this matter but did not speak.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-7A An Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a Day Care Center by "New Horizon Outreach Ministries" on property located at **1555 to 1575 Kerrey Avenue**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-8 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a commercial drive-through for 'Wendy's' on property located at **1380 East Little Creek Road**," was introduced in writing and read by its title.

Lisa Murphy, Attorney, 999 Waterside Drive, Suite 2100 and Scott Jones, Construction Manager, 438 Tellagraph Road, New Jersey, were present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-9 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 'Bardo' on property located at **434 West 21st Street,**" was introduced in writing and read by its title.

Greg Bosch, 430 W. 21st Street, was present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-10 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Caroll and Caroline Ballard** to encroach into the right-of-way of **Commonwealth Avenue** with a fence and landscaping hedges," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-11 Letter from the City Manager and an Ordinance entitled, "An Ordinance requesting the **Virginia Department of Transportation** to establish projects for the surface treatment of six pave segments in accordance with the Programmatic Project Administration Agreement between the City of Norfolk and the Virginia Department of Transportation; and appropriating and authorizing the expenditure of the total sum of $1,000,000.00 for these projects, subject to and in accordance with the terms of the aforesaid Agreement," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-12 Letter from the City Manager and an Ordinance entitled, "An Ordinance requesting the **Virginia Department of Transportation** to establish projects for the West Ocean View Flyover, the Citywide ADA Ramp Construction, phase 3, and the Granby Street/Bayview Boulevard Intersection Improvements in accordance with the Programmatic Project Administration Agreement between the City of Norfolk and the Virginia Department of Transportation; and appropriating and authorizing the expenditure of the total sum of $3,540,000.00 for these projects, subject to and in accordance with the terms of the aforesaid Agreement," was introduced in writing and read by its title.

Councilwoman McClellan requested this matter be continued to September 13, 2016.

ACTION: Continued to September 13, 2016.

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

No: None.

R-13 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving an Agreement with the **Commonwealth of Virginia, Department of Transportation**, for the adjustment of water and sanitary sewer facilities," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-14 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a **Lease Agreement between 741 Monticello Avenue, as Lessor, and the City of Norfolk, as Lessee**, for the lease of property owned by 741 Monticello, LLC located at **741 Monticello Avenue**; authorizing the City Manager to execute the Lease Agreement on behalf of the City of Norfolk; and authorizing the expenditure of a sum of up to $814,400.00 from funds heretofore appropriated to cover the lease payments for the remainder of fiscal year 2016-2017," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-15 Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend the Lease Agreement between James E. Baylor Holding Corporation and the City of Norfolk for the property located at **3755 Virginia Beach Boulevard**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-16 Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend the Lease Agreement between 7460 Tidewater Drive Associates, LLC and the City of Norfolk for the property located at **7460 Tidewater Drive**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-17 Letter from the City Manager and an Ordinance entitled, "An Ordinance appropriating grant funds totaling $56,549,805.00 to the **School Board of the City of Norfolk** for Title I Programs, other Special Programs and the School Nutrition Services Program and authorizing the expenditure of the funds in **Fiscal Year 2017 for Norfolk Public Schools**," was introduced in writing and read by its title.

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

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

No: None.

R-18 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a grant in the amount of $1,187,800 from the **Virginia Department of Criminal Justice Services for the Norfolk Criminal Justice Services Agency**, appropriating and authorizing the expenditure of the grant funds in the amount of $1,187,800, authorizing and expenditure of $158,932 in local funding for the NCJS Agency, authorizing the employment of twenty (20) persons for the agency and providing funds for their salaries and benefits," was be introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-19 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a $165,000.00 Grant Award from the Federal Emergency Management Agency to provide funds to elevate one (1) flood-prone private property and appropriating and authorizing expenditure of the grant funds for the **Elevation Project**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-20 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $8,000 in grant funds from the Virginia Department of Criminal Justice Services for the **Byrne/Jag Grant Program,** appropriating and authorizing the expenditure of the funds and authorizing the expenditure of $8,000 in local cash matching funds for the program and total program funding in the amount of $16,000," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-21 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a Grant Award of $260,000.00 from the **Virginia Department of Behavioral Health and Development Services to the Norfolk Community Services Board** for the development and promotion of an affordable, safe and supportive housing Program for persons with serious mental illness," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-22 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting from the **Virginia Department of Behavioral Health and Development Services to the Norfolk Community Services Board** of a Grant Award of $15,529 for the Project for Assistance in Transition from Homelessness, a Grant Award of $32,266 for Substance Abuse Medication Assisted Treatment and a Grant Award of $2,451 for the Program of Assertive Community Treatment and appropriating and authorizing the expenditure of the Grant Funds for the Programs," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-23 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a Grant Award of $52,777.78 from **the Virginia Department of Behavioral Health and Development Services to the Norfolk Community Services Board** to reduce bed utilization at Eastern State Hospital," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-24 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $178,738.56 in grant funds from the Virginia Department of Health, Office of Emergency Medical Services, for the **"Four for Life" Program** and appropriating and authorizing the expenditure of the $178,738.56 in grant funds for the "Four for Life" Program," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-25 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Atlas Holdings Two, LLC** to encroach into the right-of-way at **243 W. Bute Street** with a door awning and sign," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-26 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a grant to **Virginia Supportive Housing**, from the Capital Improvement Program Fund, in the amount of $707,000.00 for the construction of apartments for previously homeless single adults on the property known as **2000 Church Street** in the City of Norfolk," was introduced in writing and read by its title.

Ellis James, 2021 Kenlake Place, and Orlando Artze, 15 Potomac Overlook Lane, Stafford, spoke in favor of this matter.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-27 Letter from the City Manager and an Ordinance entitled, "An Ordinance to change the starting time of the **regular weekly city council meeting scheduled** for Tuesday, September 20, 2016, at 7:00 p.m. to September 19, 2016 at 8:00 a.m. and to move the location of said meeting," was introduced in writing and read by its title.

Ellis James, 2021 Kenlake Place, stated that the Ordinance caption did not specify the location of the meeting or the reason for moving it, and asked they be more specific in the future.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: None.

R-28 Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain Subsections (A) and (G) of Sections 24-203 and 24-203.1, subsection (C) of Section 24-203.1 and add a Subsection (H) to Section 24-203 of the *Norfolk City Code* **SO AS TO** require preservation of at least fifty-one percent (51%) of the building, limit eligible expansion, reduce the minimum age requirement of commercial and multifamily renovation properties from fifty (50) to forty (40) years, to permit change in use and to provide for an adjusted assessment in order to more accurately assess the increased value," was introduced in writing and read by its title.

Alice Allen-Grimes, 1322 Mallory Court, spoke in opposition of this matter and asked for a full audit on historic properties.

ACTION: The Ordinance as introduced was **adopted**, effective August 23, 2016.

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

No: Carry.

R-29 Letter from the City Clerk requesting confirmation of the appointment of Lauren A. Anderson to the position of Deputy City Clerk/Secretary, effective August 22, 2016.

ACTION: Confirm appointment.

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

No: None.

R-30 A Resolution entitled, "A Resolution expressing the thanks and appreciation of the Norfolk City Council to Paul D. Fraim for thirty years of service to the city while serving as a member of City Council and as Mayor," was introduced in writing and read by its title.

ACTION: The Resolution as introduced was **adopted**, effective August 23, 2016.

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

No: None.

NEW BUSINESS

1. Jeffrey Logan, 1150 Wade Street, stated he believed there was a lack of diversity with the city's police and fire departments and requested the city develop an affirmative action plan.

2. Charlene Christopher, 200 Maryland Avenue, thanked council for the negotiations of the lease for the Southside Head Start Program at Oakmont.

3. Ronda Madison, 2919 E. Virginia Beach Boulevard spoke about her elderly mother's depilated house at 2919 E. Virginia Beach Boulevard and the lack of help from the City and NRHA to help with the repairs. She requested assistance on her mother's behalf.

4. Debra Griggs, 111 South Arden Circle, commented the news reported animals rescued from the Louisiana flooding were being transferred to the Norfolk Animal Care Center. She believes resident animals may lose their lives to make room for rescued animals and it was not a good idea to transfer animals into an already overcrowded facility.

5. Barbara McMillan, 230 W. Tazewell Street, #103, commented on the old cigar warehouse building on Princess Anne Road that would be developed into apartments - she hoped the new complex would have adequate conditions and parking, and an outdoor area.

6. Danny Lee Ginn, 3844 Dare Circle, stated that the council needs to have transparency and called for a no confidence vote for Councilman Riddick, saying when that occurs he will stop attending council meetings.

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:	September 9, 2016

Attached for your review is the Pending Land Use Report, identifying applications received and site plans approved from August 17, 2016 through September 6, 2016. The report reflects items that are tentatively scheduled to be heard at the September 19, 2016 Architectural Review Board and the October 27, 2016 City Planning Commission meetings. In an effort to provide advance notice, this report is prepared prior to City Council meetings. No action is required on this report.

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

Architectural Review Board – September 19, 2016

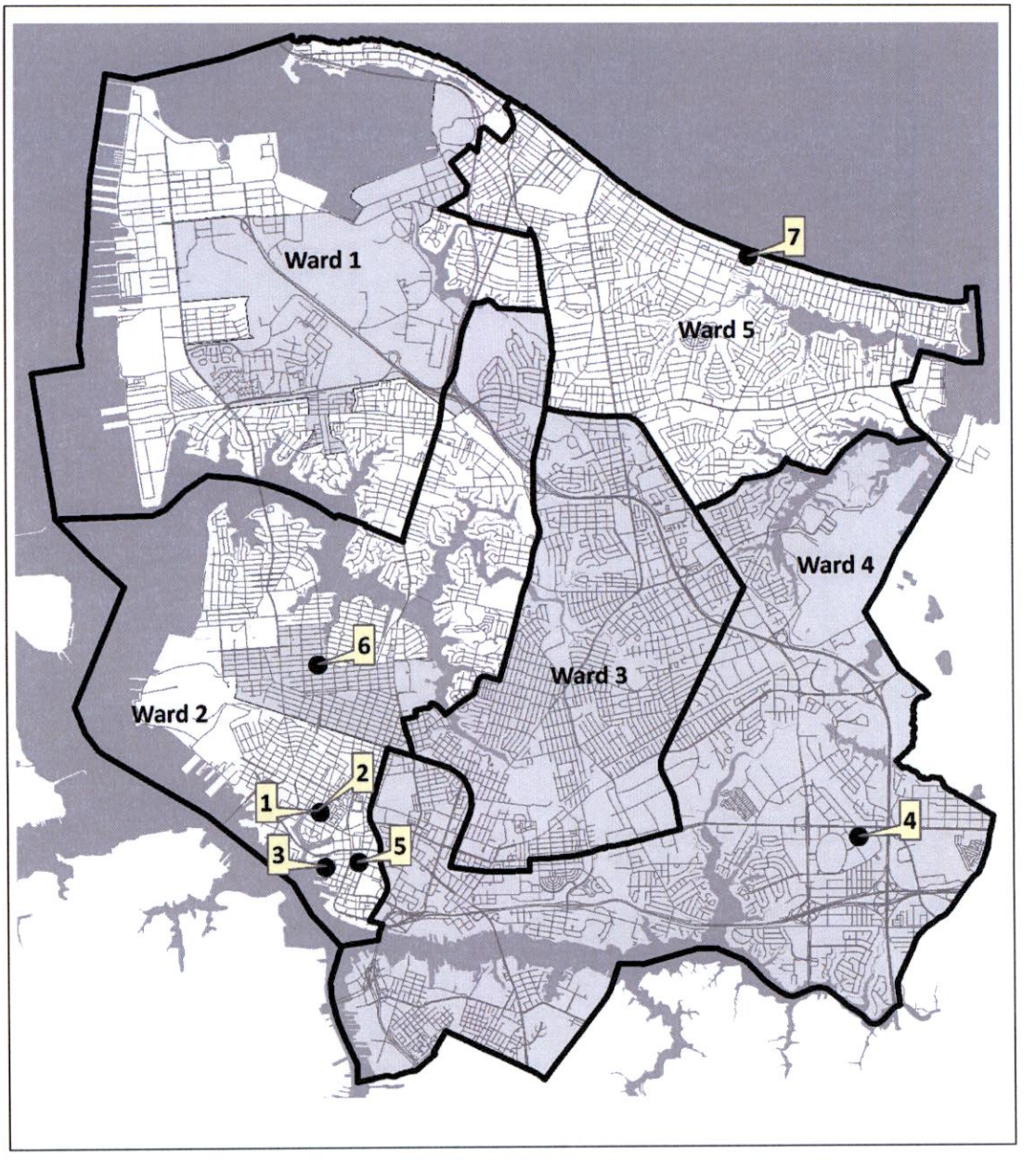
Number	Applicant	Location	Request	Ward	SW	Neighborhood
1	Buddy Gadams	704 Colonial Avenue	Replace asphalt roof with slate	2	6	Ghent
2	John Brayman	621 Colonial Avenue	Landscaping	2	6	Ghent
3	Ms. Letchworth	343 W Freemason Street	ADA Ramp, hardscaping & landscaping	2	6	West Freemason

City Planning Commission – October 27, 2016

Number	Applicant	Location	Request	Ward	SW	Neighborhood
4	Origami Asian Bistro	5957 E Virginia Beach Boulevard, Suite 18	Special exception to operate an entertainment establishment with alcoholic beverages	4	7	N/A
5	Leone's	455 Granby Street	Special exception to operate an eating and drinking establishment	2	6	Downtown

Approved Site Plans

Number	Site Plan #	Project	Ward	SW	Neighborhood
6	16-0020	3805 Colley Ave. - 7-Eleven Remodel	2	7	Highland Park
7	16-0018	2040 E. Ocean View Ave. - Duplex	5	6	Cottage Line



Pending Land Use Actions
AUGUST 17 - SEPTEMBER 6

0 4,000 8,000 16,000 Feet

Superwards
6
7

N

This map is for graphic purposes only.

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

THE CITY OF NORFOLK
PUBLIC WORKS

MEMORANDUM

TO: City Council

CC TO: Marcus D. Jones, City Manager; Ronald H. Williams, Jr., Deputy City Manager Richard Broad, Assistant Director; Rob Brown, City Transportation Engineer

FROM: David Ricks, Director of Public Works

SUBJECT: Traffic Control Signs – Additional Information

DATE: September 9, 2016

On the September 13, 2016 regular agenda, City Council will be reviewing an ordinance authorizing three new yield signs, six new stop signs and three new truck restrictions within the City. These agenda items are being submitted in response to requests from residents and civic leagues concerned with the speed levels of traffic, neighborhood safety and intersection approach sight visibility in neighborhoods.

At the request of the Algonquin Civic League the Division of Transportation investigated measures to help increase traffic safety at the Algonquin Road and North Shore Road intersection. Based on the division's review of the intersection, yield sign control is recommended at the intersection. (Map 3)

The measure has written support from the Algonquin Civic League.

At the request of the Elizabeth Park Civic League the Division of Transportation investigated measures to help increase traffic safety at the Revere Drive and Riverwood Road and Revere Drive and Riverwood Road intersections. Based on the division's review of the intersection, yield sign control is recommended at the intersections. (Map 3)

These measures have written support from the Elizabeth Park Civic League.

At the request of the Chelsea Business Association the Division of Transportation investigated measures to help increase traffic safety at the Boissevain Avenue and Orapax Street intersection. Based on the division's review of the intersection, stop sign control is recommended at the intersection. (Map 2)

The measure has written support from the Chelsea Business Association.

At the request of a resident within the Ballentine Place neighborhood the Division of Transportation investigated measures to help increase traffic safety at the Dana Street and Cromwell Road intersection. Based on the division's review of the intersection, stop sign control is recommended at the intersection. (Map 2)

The measure has written support from the Ballentine Place Civic League.

At the request of a resident within the Ghent neighborhood the Division of Transportation investigated measures to help increase traffic safety at the Fairfax Avenue and Dundaff Street intersection. Based on the division's review of the intersection, stop sign control is recommended at the intersection. (Map 2)

The measure has support (verbal) from the Ghent Neighborhood League.

At the request of a resident within the Lafayette neighborhood the Division of Transportation investigated measures to help increase traffic safety at the Lasalle Avenue and Racine Avenue intersection. Based on the division's review of the intersection, stop sign control is recommended at the intersection. (Map 2)

The measure has written support from the Lafayette/Winona Civic League.

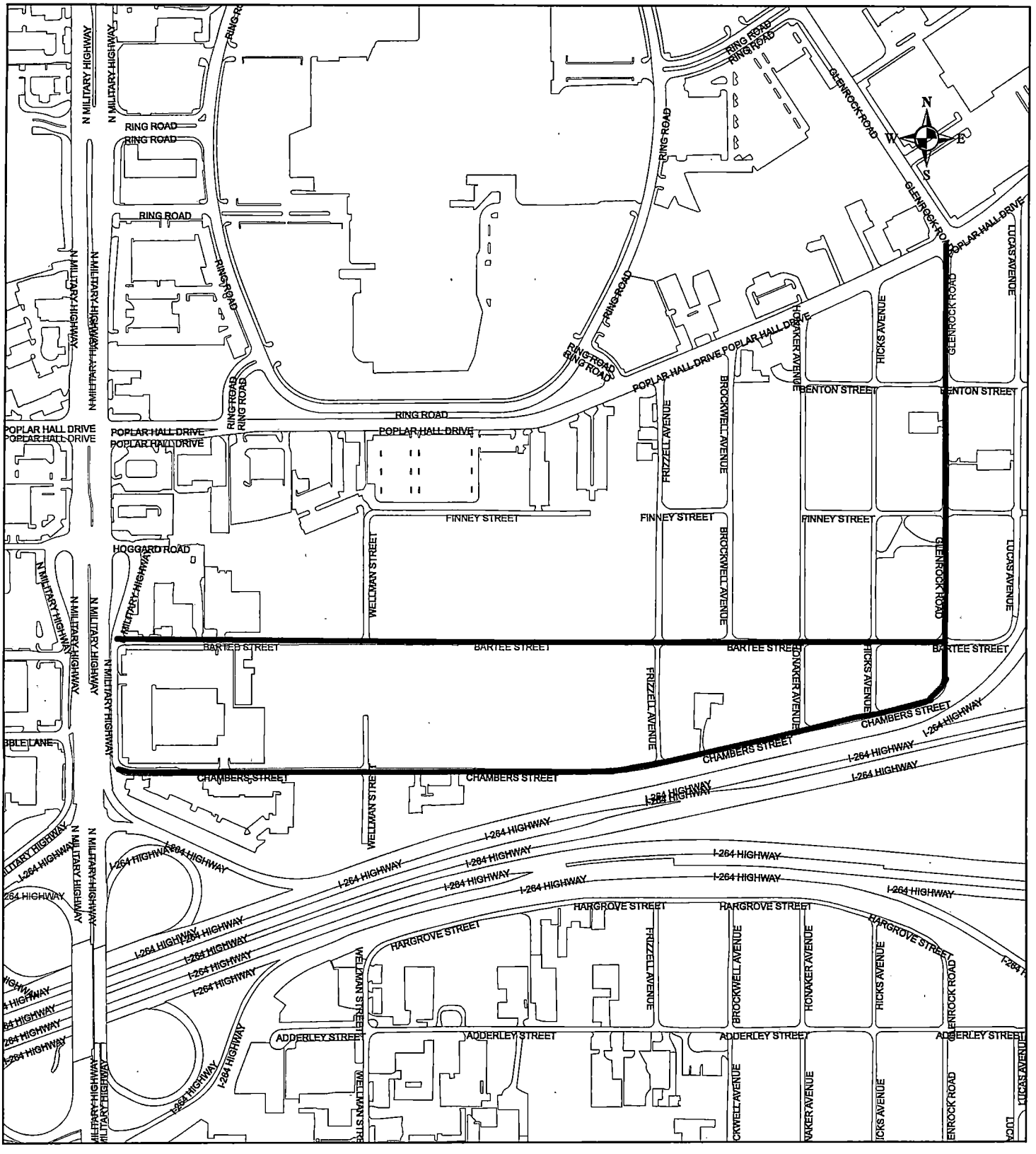
At the request of the East Ocean View Civic League the Division of Transportation investigated measures to help increase traffic and pedestrian safety at the Pleasant Avenue and 11th Bay Street and Pleasant Avenue and 7th Bay Street intersections. Based on the review of the area, the division recommends the installation of stop sign control at the intersections. (Map 3)

These measures have written support from the East Ocean View Civic League.

At the request of residents of the Glenrock neighborhood, the Division of Transportation investigated measures to help improve the quality of life within the neighborhood. Residents that live on Glenrock Road, Chambers Street and Bartee Street are experiencing an increased level of truck traffic on their streets. The trucks are destined to COSCO retail outlet. Based on the review of the area, the Division of Transportation recommends installation of No Through Trucks, 1 ½ Tons and over on the streets. (Map 1)

These measures have written support from the Glenrock Civic League.

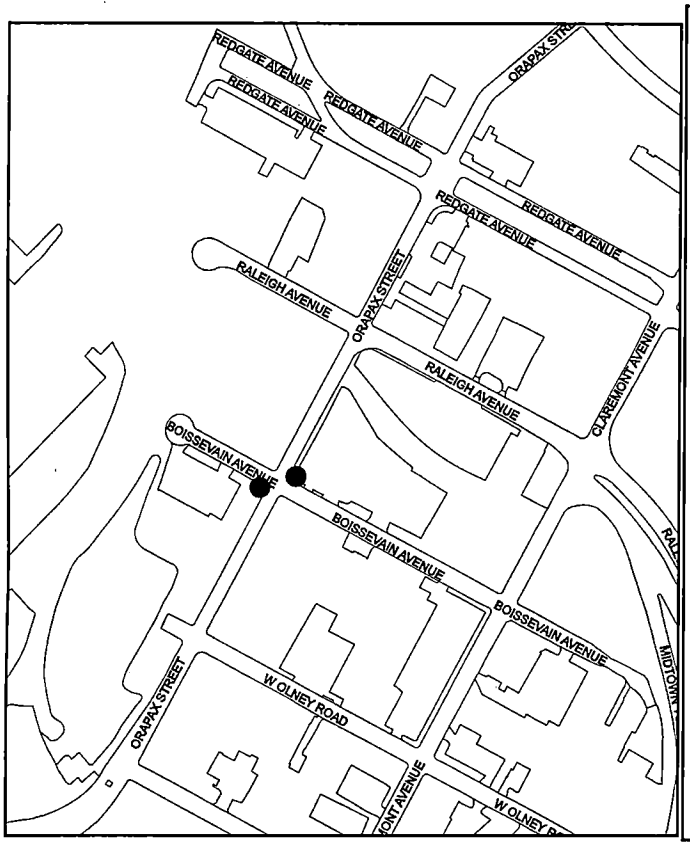
The Department of Public Works follows well developed, nationally recognized guidelines to assess traffic control sign requests. Upon receiving a request for traffic control devices, Division of Transportation staff analyzes the request and conducts a field investigation. The purpose of the investigation and analysis is to ensure adherence with Manual on Uniform Traffic Control Devices (MUTCD) regulations and to determine if the installation of the requested traffic control sign(s) is warranted.



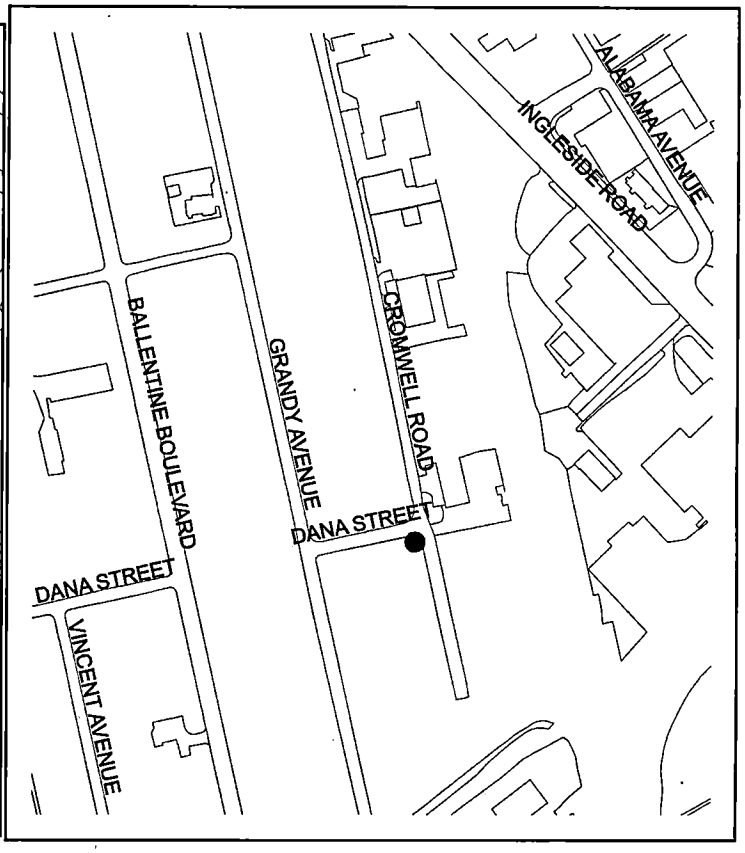
MAP 1

Trucks of 1 and 1 1/2f tons or over prohibited on :

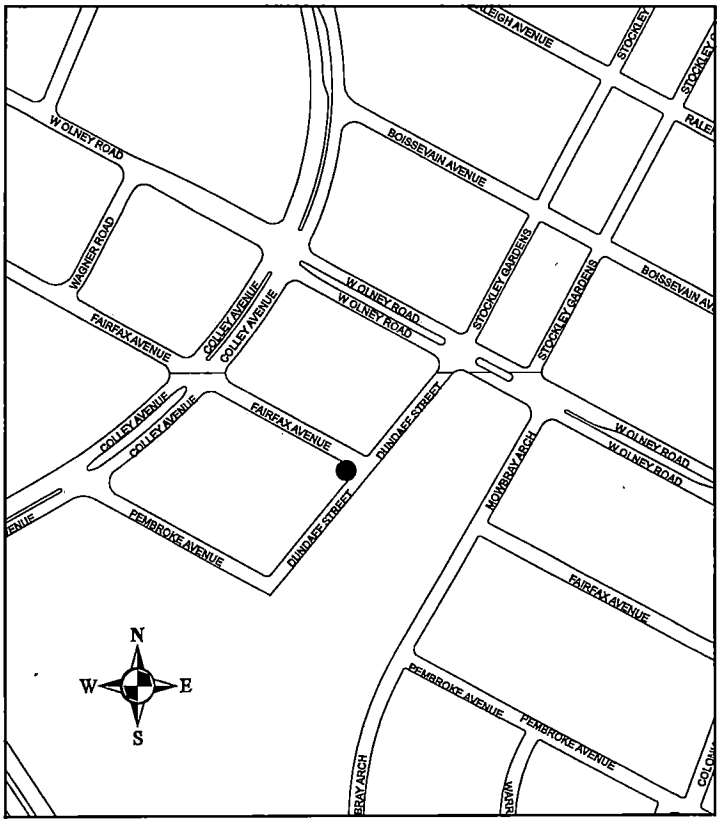
10. Bartee Street, between Glenrock Road and N. Military Highway.
11. Chambers Street, between Glenrock Road and N. Military Highway.
12. Glenrock Road, between Poplar Hall Drive and Chambers Street.



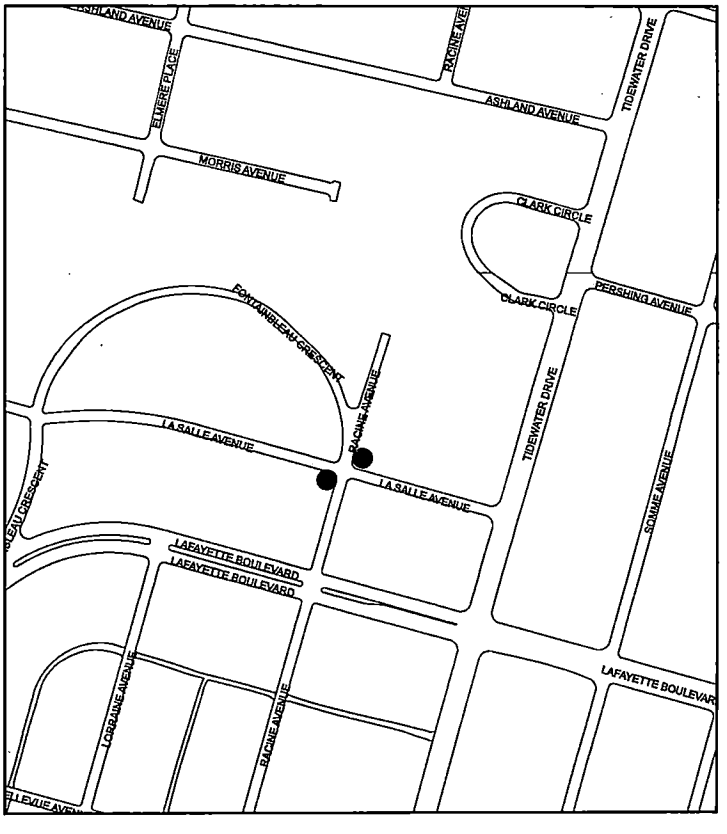
4. Boissevain Avenue at Orapax Street. (Stop)



5. Dana Street at Cromwell Road. (Stop)

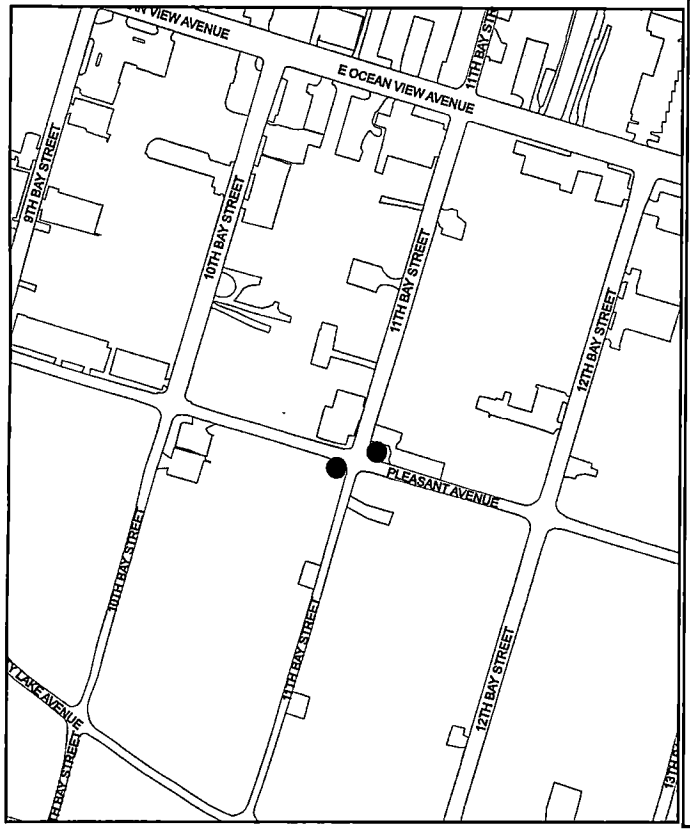


6. Fairfax Avenue at Dundaff Street. (Stop)

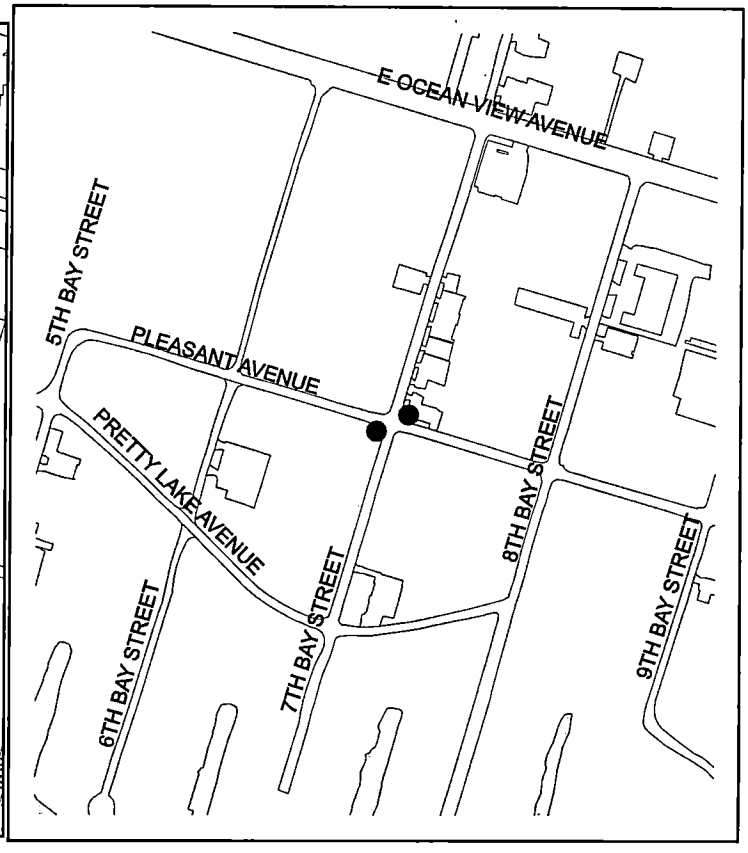


7. Lasalle Avenue at Racine Avenue. (Stop)

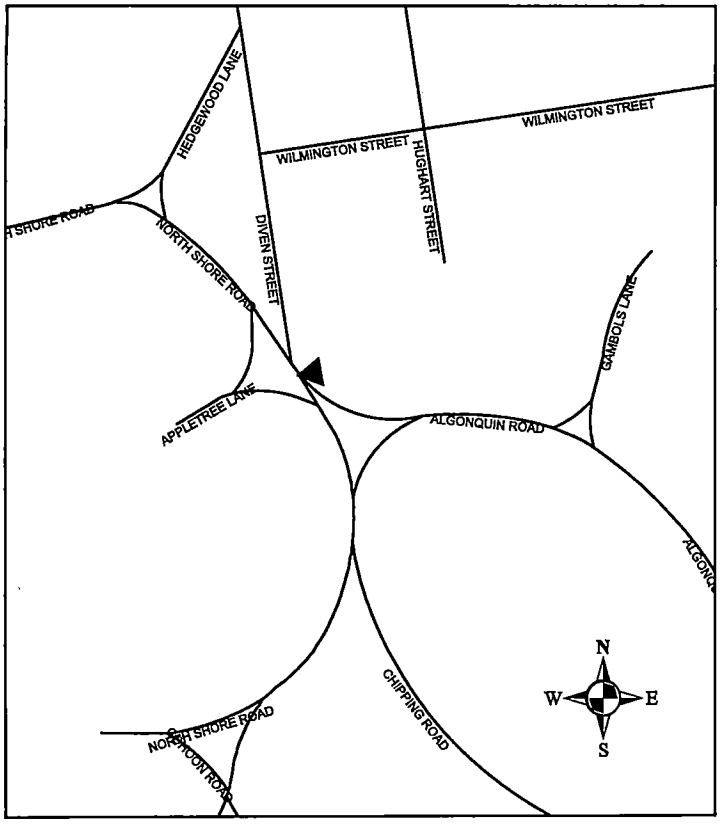
MAP 2



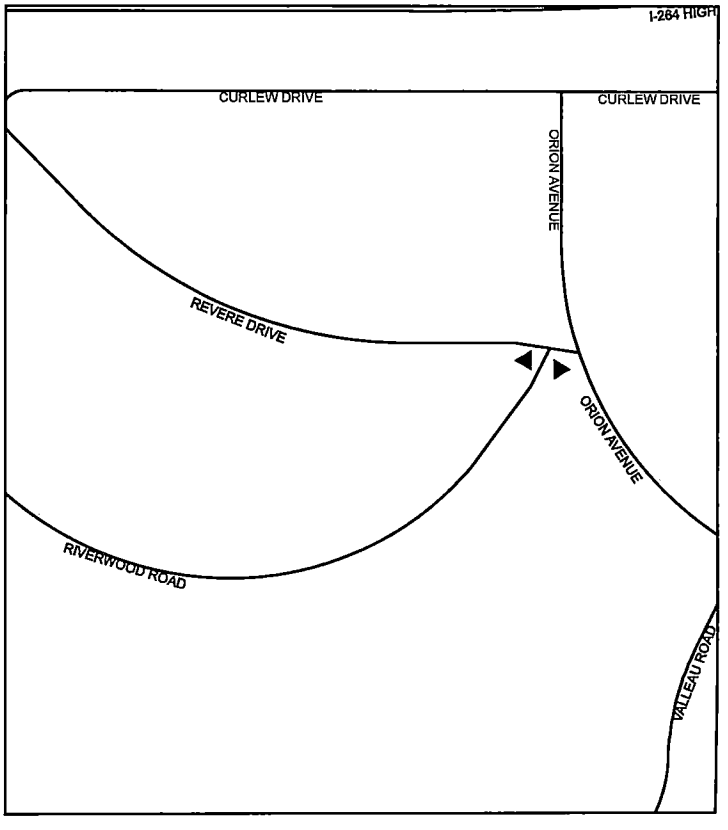
8. Pleasant Avenue at 11th Bay Street. (Stop)



9. Pleasant Avenue at 7th Bay Street. (Stop)



1. Algonquin Road North Shore Road. (Yield)



2. Revere Drive at Riverwood Road. (Yield)
3. Riverwood Road at Revere Drive. (Yield)

MAP 3

CITY OF NORFOLK
OFFICE OF THE MAYOR

KENNETH COOPER ALEXANDER
MAYOR

September 9, 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 Martin A. Thomas, 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 5:00 P.M., September 13, 2016, in the 10th floor conference room at City Hall for a Business Meeting.

Thank you,

Kenneth C. 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 ● kenneth.alexander@norfolk.gov

CITY OF NORFOLK
OFFICE OF THE MAYOR

KENNETH COOPER ALEXANDER
MAYOR

September 9, 2016

The following meetings will take place on Tuesday, September 13, 2016:

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

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

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

NORFOLK, VIRGINIA

DOCKET FOR THE COUNCIL

TUESDAY, SEPTEMBER 13, 2016 – 7:00 P.M.

Prayer to be offered by Pastor Christopher Hines, Way of the Cross Church, followed by the Pledge of Allegiance.

PUBLIC HEARINGS

PH-1 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on approving the conveyance of a portion of the **Curlew Drive** right of way to the **Virginia Department of Transportation** by Deed of Quitclaim.

PH-2 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance to **Hoffler Architects, LLC** of certain parcels of property located at **2935 and 2939 E. Virginia Beach Boulevard** for the total sum of $25,000.00 in accordance with the terms and conditions of the Purchase and Sale Agreement.

PH-3 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Sunsations Realty, LLC**, for a zoning text amendment to Section 27-27, "**River's Edge at Berkley Residential Planned Development District"** (PD-R River's Edge at Berkley) of the *Zoning Ordinance* to create new development standards for a residential planned development on the property.

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 **Norfolk Redevelopment and Housing Authority**, for a change of zoning from R-12 (Medium Density Multi-Family) and BFRPO (Bay Front Residential Parking Overlay) Districts to C-3 (Retail Center) District on the 10-foot rear portion of properties located at **9548-9574 21st Bay Street**.

REGULAR AGENDA

R-1 Matter of a letter from the City Manager and an Ordinance entitled, "An Ordinance requesting the **Virginia Department of Transportation** to establish projects for the **West Ocean View Flyover**, the Citywide **ADA Ramp Construction, Phase 3**, and the Granby Street/Bayview Boulevard Intersection Improvements in accordance with the Programmatic Project Administration Agreement between the City of Norfolk and the Virginia Department of Transportation; and appropriating and authorizing the expenditure of the total sum of $3,540,000.00 for these projects, subject to and in accordance with the terms of the aforesaid **Agreement**," will be introduced in writing and read by its title.

(DELAYED AT THE MEETING OF AUGUST 23, 2016)

R-2 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'Collector Norfolk'** on property located at **2409 Fawn Street**," will be introduced in writing and read by its title.

R-3 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'Borjo Coffeehouse'** on property located at **4416 Monarch Way**," 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 **'Clementine's'** on property located at **110 Lavalette Avenue, Suite C**," 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 **'Exception Ale'** on property located at **2000 Colonial Avenue, Suite 6**," will be introduced in writing and read by its title.

R-6 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting an easement from **Lake Wright Retail Investors, LLC** for the purpose of constructing and maintaining a public sidewalk and authorizing the City Manager to execute the **Deed of Easement** on behalf of the City of Norfolk," will be introduced in writing and read by its title.

R-7 Letter from the City Manager and an Ordinance entitled, "An Ordinance dedicating certain property owned by the City of Norfolk as public right of way in connection with the **Military Highway Continuous Flow Intersection Project**," will be introduced in writing and read by its title.

R-8 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a **Nonexclusive Telecommunications Franchise Agreement** with **Mobilitie, LLC**," will be introduced in writing and read by its title.

R-9 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City Manager to enter into a **Right of Entry Agreement** with **Richard C. Hood and Sharon S. Smith** regarding the property located at **1432 Gates Avenue**, in connection with the **Jeff Robertson Park Stormwater Wetland Project**," will be introduced in writing and read by its title.

R-10 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City Manager to enter into a **Right of Entry Agreement** with the **Commonwealth of Virginia, Department of Transportation and Corman-E.V. Williams**, a joint venture, for work related to the **Virginia Department of Transportation Military Highway Continuous Flow Intersection Project**," will be introduced in writing and read by its title.

R-11 Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain **Sections 25-653, 654,** and **656** of the *Norfolk City Code, 1979*, **SO AS TO** add three new yield intersections, six new stop intersections, and three new streets included in the prohibition regarding trucks of one and one-half tons," will be introqduced in writing and read by its title.

R-12 Letter from the City Manager and an Ordinance entitled, "An Ordinance finding a public necessity for the acquisition in fee simple of the property interests owned by **Joshua Pretlow, Jr., Anne Pretlow Henderson, T. Kirk Pretlow, and Jennie Pretlow Barrett** in certain property located in **the City of Suffolk at the Western Branch Reservoir**; approving the **Purchase and Sales Agreement**; and authorizing the expenditure of a sum of up to $256,000.00 from funds heretofore appropriated for acquisition of the property and all related transactional costs," will be introduced in writing and read by its title.

R-13 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **Berman Realty, LLC** permission to encroach into the right-of-way at **1316 Colley Avenue** approximately 386 square feet for the purpose of outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

R- 14 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **SLNWC Office Company, LLC** permission to encroach into the rights-of-way of **Monticello Avenue and Charlotte Street** at **440 Monticello Avenue** approximately 37 square feet for the purpose of outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

R-15 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a **Temporary Right of Entry Agreement** with **Cellco Partnership d/b/a Verizon Wireless**, granting permission to cross a portion of city-owned property at **723 Spotswood Avenue** for the purpose of installing and maintaining an aerial fiber route and antennas on an existing power pole," will be introduced in writing and read by its title.

R-16 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing an amendment to **Lease** between **Virginia Stage Company** and the City of Norfolk for property located at **220 Boush Street** and authorizing the City Manager to execute the amendment on behalf of the City of Norfolk," will be introduced in writing and read by its title.

R-17 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving the acceptance of the **Norfolk Drug Treatment Court Grant Award** of $250,000 from the **Supreme Court of Virginia** for the **Adult Drug Court Program** and program fees up to $15,000 and appropriating the grant funds and program fees and authorizing expenditure of $78,500 from previously appropriated funds as a local cash match," will be introduced in writing and read by its title.

R-18 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $348,950 from the **Storm Water Local Assistance Fund Grant** for the implementation of flood reduction and environmental sustainability and appropriating and authorizing the expenditure of the $348,950 grant and $348,950 match funds for the **Anne Outten Pond Retrofit Water Quality Improvement Project**," will be introduced in writing and read by its title.

R-19 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a **Victim Witness Grant Award** of $715,553.00 from the **Virginia Department of Criminal Justice Services** for the continuation of the **FY17 Victim/Witness Assistance Program**, appropriating and authorizing the expenditure of the grant funds for the program and authorizing the employment of thirteen (13) persons for the program in a Special Project employment status," will be introduced in writing and read by its title.

R-20 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $5,000 in grant funds from the **Virginia Commission for the Arts**, appropriating and authorizing the expenditure of the grant funds and authorizing the expenditure of $5,000 in local cash matching funds for distribution by the City on a competitive basis to local arts organizations," will be introduced in writing and read by its title.

R-21 Letter from the City Manager and an Ordinance entitled, "An Ordinance amending **Ordinance No. 46,499**, regarding the exemption from **Real Estate Taxes** for two parcels of **Real Property of First Baptist Church of Campostella Trust** retroactive to September 1, 2014, and one parcel of Real Estate retroactive to January 1, 2015 **SO AS TO** correct the number of parcels and the revenue impact to the City and its taxpayers for granting retroactive exemption from $5,439.89 to $525.30," will be introduced in writing and read by its title.

R-22 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $14,598.74, plus interest to **Canon Solutions America, Inc.** based upon the overpayment of its Business Personal Property Taxes for the Tax Year 2016," will be introduced in writing and read by its title.

R-23 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $2,538.82, plus interest to **F. Sullivan Callahan, PLC** based upon the overpayment of its Business Personal Property Taxes for the Tax Year 2016," will be introduced in writing and read by its title.

R-24 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $18,313.13, plus interest to **Hudson-NIA JV of Norfolk, Inc.** based upon the overpayment of its Business Personal Property Taxes for the Tax Year 2016," will be introduced in writing and read by its title.

R-25 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $5,124.01 plus interest to **LP Norfolk LLC** based upon the overpayment of its Business Personal Property Taxes for the Tax Year 2016," will be introduced in writing and read by its title.

R-26 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $12,554.75 plus interest to **Macy's Retail Holdings, Inc.** based upon the overpayment of its Business License Tax for the Tax Year 2016," will be introduced in writing and read by its title.

R-27 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $16,771.00 plus interest to **Merrill Lynch, Pierce, Fenner & Smith Incorporated** based upon the overpayment of its Business Personal Property Taxes for the Tax Year 2015," will be introduced in writing and read by its title.

R-28 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $2,974.73 plus interest to **North Title, LLC** based upon the overpayment of its Business Professional and Occupational License Tax for the Tax Years 2013 through 2016," will be introduced in writing and read by its title.

R-29 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $3,490.55 plus interest to **Orion Marine Construction, Inc.** based upon the overpayment of its Business Personal Property Tax for the Tax Year 2016," will be introduced in writing and read by its title.

R-30 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $6,298.40 plus interest to **Pierce & Thornton PLC** based upon the overpayment of its Business License Tax for the Tax Year 2016," will be introduced in writing and read by its title.

R-31 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $3,730.51 plus interest to **Universal Air Products Corporation** based upon the overpayment of its Business Personal Property Tax for the Tax Year 2016," will be introduced in writing and read by its title.

R-32 Letter from the City Clerk transmitting an **Abstract of Votes** cast in the City of Norfolk at the Special Election held on August 23, 2016.

R-33 Letter from the City Attorney and an Ordinance entitled, "An Ordinance to schedule a meeting between the City Council and the **Norfolk School Board** on **Tuesday, September 27, 2016 at 4:00 P.M.** in the **10th floor, Large Conference Room**," will be introduced in writing and read by its title.

R-34 Letter from the City Clerk and a Resolution entitled, "A Resolution establishing a **Naval Station Norfolk Centennial Commission** and appointing its members," will be introduced in writing and read by its title.

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

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

Subject: Ordinance approving the conveyance of a portion of the Curlew Drive right-of-way to the Virginia Department of Transportation

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-1**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Virginia Department of Transportation
1401 E. Broad Street
Richmond, VA 23219

III. **Description:**
This agenda item is an ordinance to approve the conveyance of a portion of the Curlew Drive right-of-way from the City of Norfolk (the "city") to the Virginia Department of Transportation ("VDOT") by quitclaim deed.

IV. **Analysis:**
VDOT seeks to acquire a portion of the Curlew Drive right-of-way from the city for the construction, maintenance, and operation of Interstate 264.

V. **Financial Impact:**

Purchase price	$1,900.00
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees.

VI. **Environmental:**
There are no known environmental issues associated with this property.

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

VII. Community Outreach/Notification:

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

VIII. Board/Commission Action:

N/A

IX. Coordination/Outreach:

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit A to Ordinance – Right of Way planning sheet showing property for the Commonwealth of Virginia

8/23/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT General Services

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING THE CONVEYANCE OF A PORTION OF THE CURLEW DRIVE RIGHT OF WAY TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION BY DEED OF QUITCLAIM.

- - -

WHEREAS, the Virginia Department of Transportation ("VDOT") is in the process of acquiring rights of way for the construction, maintenance and/or operation of Interstate 264 in the City of Norfolk; and

WHEREAS, VDOT has requested that the City of Norfolk ("City") convey a portion of the Curlew Drive right of way for the above purposes and has offered to compensate the City in the amount of $1,900.00 for any and all rights the City has or may have in the said right of way; and

WHEREAS, the City is willing to convey any interest it has or may have in and to the said right of way to VDOT by deed of quitclaim; now, therefore,

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

Section 1:- That the conveyance to VDOT by deed of quitclaim of any and all interest the City has or may have in the portion of the Curlew Drive right of way shown on Exhibit A attached hereto, and known as Parcel 035 for the sum of $1,900.00 is hereby authorized and approved.

Section 2:- That upon receipt of the sum of $1,900.00 from VDOT, the City Manager and other proper officers of the City are authorized to deliver to VDOT a deed of quitclaim by which the City conveys any and all interest it has or may have in and to the said portion of right of way.

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

EXHIBIT

A

LIMITED ACCESS HIGHWAY — By Resolution of Highway Commission dated December 12, 1963

LIMITED ACCESS HIGHWAY — By Resolution of Commonwealth Transportation Board dated October 15, 2014

Note: To Convert VA State Plane Coordinates NAD 83 Metric Values to VDOT Project Coordinates.
1. Reduce the Easting 2.5 Million Meters and the South and North Zone Northing by 1 and 2 Million Respectively.
2. Multiply by the US Survey Foot (3.280833333333)
3. Multiply These Values by the Combined Scale and Elevation Factor (1.00000) for this County.
A Reverse of This Procedure will Transform VDOT Project Coordinates to NAD 83 Values.

RIGHT OF WAY PLAN SHEET SHOWING PROPERTY FOR COMMONWEALTH OF VIRGINIA

City Of Norfolk, Virginia
Scale 1" = 50'
Surveyed By R. Dean Minnix, L.S.
June 5, 2015

R. DEAN MINNIX Lic. No. 002485 — LAND SURVEYOR

R. Dean Minnix
2016.02.12 10:33:42 -05'00'
VDOT Survey
Suffolk, Virginia
LAND SURVEYOR

REVISED	STATE	ROUTE	PROJECT	SHEET NO.
11-05-2015	VA.	264	0264-122-108, RW-204 ; C-508 ;	6RW(1)

VDOT Project #0264-122-108,R204

NOTE: All Stations And Offsets Are From The Construction Baseline Bearings And Distances In Parenthesis Are Record Data

GENERAL NOTES:

1. Plat Is Intended For Acquisition Only And Does Not Constitute A Boundary Survey.
2. Property Line Information Is Based on Plats And Deeds Of Record. Limited Field Work Was Performed In The Creation Of This Plat.
3. Plat Was Prepared Without The Benefit Of A Title Report, Consequently Not All Encumbrances May Be Depicted.
4. This Plat Was Forwarded Electronically In "Read Only" Format. Any Attempt At Alteration Invalidates The Seal And Signature. An Original Hard Copy Remains On File At The Virginia Department Of Transportation, Hampton Roads District Office
5. All Properties Physical Improvements Are Not Shown Hereon.
6. This Survey Datum Is Based On VDOT Project # 0264-122-108, R204, UPC # 57048

CURVE TABLE

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	32°12'26" (RT)	507.99'	285.58'	N 15°35'53" E	281.81'

(0.36) TRANSPORTATION DISTRICT COMMISSION OF HAMPTON ROADS
Instrument #100713.3
MB 65, PG 17-29
Tax #1457338923
Light Rail
Parcel 036 Area Calculations
Proposed Permanent Drainage Easement — Sq. Ft. 1,323 / 0.030 Acre

BUSH CONSTRUCTION CORPORATION & W H H TRICE & CO (As Their Interest May Appear) (006)
DB 197.3, PG 602
DB 230.1, PG 238
MB 46, PG 136
Tax #1457742480
2.216 AC
Parcel 006 Area Calculations
Proposed Right of Way and Limited Access — Sq. Ft. 64,852 / 1.489 Acre

BUSH CONSTRUCTION CORPORATION & W H H TRICE & CO (As Their Interest May Appear) (A)
DB 197.3, PG 602
DB 230.1, PG 238
MB 46, PG 136
Tax #1457744549
22,743.04 Sq Ft
Parcel A Area Calculations
Proposed Right of Way and Limited Access — Sq. Ft. 12,416 / 0.285 Acre

BUSH CONSTRUCTION CORPORATION, A VIRGINIA CORPORATION, AND W H H TRICE & CO, A VIRGINIA CORPORATION; OR THE HEIRS, SUCCESSORS AND ASSIGNS OF R E TOWNSEND, ALSO KNOWN AS ROBERT EASTON TOWNSEND, As Their Respective Interest May Appear (0.35)
Deed Book 569, Page 538
No Recorded Acreage
Parcel 035 Area Calculations
Proposed Right of Way and Limited Access — Sq. Ft. 1,884 / 0.043 Acre

BUSH CONSTRUCTION CORPORATION & W H H TRICE & CO (As Their Interest May Appear) (B)
DB 197.3, PG 602
DB 230.1, PG 238
MB 46, PG 136
Tax* #1457744691
19,496.61 Sq Ft
Parcel B Area Calculations
Proposed Right of Way and Limited Access — Sq. Ft. 14,486 / 0.333 Acre

BUSH CONSTRUCTION CORPORATION & W H H TRICE & CO (As Their Interest May Appear) (C)
DB 197.3, PG 602
DB 230.1, PG 238
MB 46, PG 136
Tax #1457745754
12,837.01 Sq Ft
Parcel C Area Calculations
Proposed Right of Way and Limited Access — Sq. Ft. 11,519 / 0.264 Acre

BUSH CONSTRUCTION CORPORATION & W H H TRICE & CO (As Their Interest May Appear) (K)
DB 197.3, PG 602
DB 230.1, PG 238
M.B. 46, PG. 136
Tax*1457746690
8,078.54 Sq. Ft.

BUSH CONSTRUCTION CORPORATION & W H H TRICE & CO (As Their Interest May Appear) (L)
DB 197.3, PG 602
DB 230.1, PG 238
M.B. 46, PG. 136
Tax*1457747601
8,164.90 Sq. Ft.

BUSH CONSTRUCTION CORPORATION & W H H TRICE & CO (As Their Interest May Appear) (D)
DB 197.3, PG 602
DB 230.1, PG 238
Tax* 1457746739
9,796.23 Sq. Ft.
Parcel D Area Calculations
Proposed Right of Way and Limited Access — Sq. Ft. 8,076 / 0.188 Acre

I-64 WBL Construction Baseline
PI Station 137+45.15
Delta 7° 29' 30" (RT)
Degree 0° 30' 10"
Tangent 745.78
Length 1,489.44
Radius 11,391.00
P.C. Station 129+99.37
P.T. Station 144+88.81
Back Bearing N 6° 06' 18" W
Ahead Bearing N 1° 23' 12" E
Chord Bearing N 2° 21' 33" W

SEE SHEET 6RW(2) FOR PROPOSED ACQUISITION AREAS

COMMONWEALTH OF VIRGINIA
VDOT HWY PLANS: 0264-122-103-RW 201
SHEETS 6A 7 10
DB 981 PG 473
DB 977 PG 199
DB 1078 PG 13

Match Line Sheet 5RW Station 138+68.54
Match Line Sheet 7RW Station 22+00.00
Match Line Sheet 7RW
Match Line Sheet 7DRW

LINE LEGEND
- DENOTES PERMANENT EASEMENTS
- DENOTES TEMPORARY EASEMENTS
- 00.00' / 00.00' DENOTES EXISTING MONUMENTATION AS NOTED
- 00.00' / 00.00' (1) PROPOSED R/W & LIMITED ACCESS
- 00.00' / 00.00' (2) PROPOSED R/W
- 00.00' / 00.00' (3) PROPOSED PERMANENT DRAINAGE EASEMENT
- 00.00' / 00.00' (4) PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- 00.00' / 00.00' (5) PROPOSED PERMANENT AERIAL EASEMENT
- 00.00' / 00.00' (6) VARIABLE WIDTH PERMANENT STANDARD UTILITY EASEMENT REQUIRED FOR DOMINION VIRGINIA POWER
- 00.00' / 00.00' (7) VARIABLE WIDTH PERMANENT STANDARD VDOT UTILITY EASEMENT

LEGEND
- Computed Point
- Monumentation Found (As Noted)
- RM-1 (Concrete Monument) Found
- RM-2 15/8" Rebar w/Cap)
- Indicates Exist Right Of Way

SCALE	PROJECT	SHEET NO.
0 50 100	0264-122-108	6RW(1)

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

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

Subject: Sale of City-owned properties located at 2935 and 2939 East Virginia Beach Boulevard to Hoffler Architects, LLC

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 4/7

Approved: Marcus D. Jones, City Manager

Item Number: **PH-2**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Hoffler Architects, LLC.
Attn: James Hoffler
6360 Glenoak Drive
Norfolk, VA 23513

III. **Description:**
This agenda item is an ordinance to authorize the sale of vacant parcels of land owned by the City of Norfolk (the "city"), and located at 2935 and 2939 East Virginia Beach Boulevard (the "property"), to Hoffler Architects, LLC. ("Hoffler Architects").

IV. **Analysis**
Hoffler Architects seeks to purchase and develop the properties located at 2935 and 2939 East Virginia Beach Boulevard. The city has agreed to sell these for the *combined appraised value* of $25,000. The appraised value of the properties differs from the assessed value as the properties will be combined and subject to deed restrictions which limit development on the combined lot to a single-family, owner-occupied home. As a condition of the sale, no building permit shall be issued until a zoning certificate has been obtained from the Department of City Planning.

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

V. Financial Impact

Purchase price	Twenty-five thousand dollars ($25,000) (combined appraised value)
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees
FY2016 Assessed Values of Parcels	Lot at 2935 ($15,800) and Lot at 2939 ($31,500)
Annual Real Property Tax Revenue	• $181.70 annually (lot at 2935) • $362.25 annually (lot at 2939) • Potential $2,070.00 annually (with land and improvements at a proposed value of $180,000)

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

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

7/15/2016-wld
Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CONVEYANCE TO HOFFLER ARCHITECTS, LLC OF CERTAIN PARCELS OF PROPERTY LOCATED AT 2935 AND 2939 E. VIRGINIA BEACH BOULEVARD FOR THE TOTAL SUM OF $25,000.00 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE AND SALE AGREEMENT.

- - -

WHEREAS, the City of Norfolk owns certain properties known as 2935 and 2939 E. Virginia Beach Boulevard; and

WHEREAS, Hoffler Architects, LLC ("Hoffler") has offered to purchase the said properties being described in Exhibit A attached hereto, from the City of Norfolk for the sum of $25,000.00; and

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

WHEREAS, Council has determined that the public interest is best served by the conveyance of the properties to Hoffler for the sum of $25,000.00 upon the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as Exhibit B; now, therefore,

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

Section 1:- That the sale to Hoffler of those certain parcels of properties described in Exhibit A,

for the sum of $25,000.00, is hereby authorized and the Purchase and Sale Agreement, a copy of which is attached as Exhibit B, is hereby approved.

Section 2:- That upon receipt of the sum of $25,000.00 and the satisfaction of all terms and conditions set forth in the Purchase and Sale Agreement, the City Manager is authorized to deliver a deed conveying the said properties to Hoffler, with Special Warranty of Title, in form satisfactory to the City Attorney, and the City Manager is further authorized to do all things necessary and proper to carry out the terms of the Purchase and Sale Agreement.

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

Section 4:- That in the event Hoffler fails or refuses to execute a Purchase and Sale or other appropriate Conveyance Agreement within sixty (60) days of the effective date of this ordinance, the City Manager is authorized to withdraw the City's offer to sell the property to Hoffler.

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

EXHIBIT A TO ORDINANCE

2935 and 2939 E. Virginia Beach Blvd.
Lots 752, 753 and 754 – Suburban Land Company

PARCEL ONE

All that certain piece or parcel of land in the City of Norfolk, State of Virginia, known, numbered and designated as Lot 752 as shown on the Plat of Suburban Land Company, duly of record in the Clerk's Office of the Circuit Court of the City of Norfolk (formerly Norfolk County), Virginia, in Map Book 5, Pages 54 and 55, with the exception of that certain strip fronting on the south side of Broad Creek Road conveyed by T. J. Amelson, Special Commissioner, to the City of Norfolk, a municipal corporation, by deed dated July 14, 1948, and duly of record.

IT BEING the same property conveyed to the City of Norfolk by deed from The Runnymede Corporation dated June 1, 2009 and recorded June 9, 2009 as Instrument No. 050022590.

PARCEL TWO

All those certain lots, pieces or parcels of land, situate, lying and being in the City of Norfolk, in the State of Virginia, known, numbered and designated as Lots Seven Hundred and Fifty-three (753) and Seven Hundred and Fifty-four (754) on the south side of Broad Creek Road, as shown on the plat of Suburban Land Company, duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk (formerly Norfolk County), Virginia in Map Book 5, at pages 54 and 55.

IT BEING the same property conveyed to the City of Norfolk by deed from The Runnymede Corporation dated June 1, 2009 and recorded June 9, 2009 as Instrument No. 050022590.

EXHIBIT B TO ORDINANCE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2016, by and between the **CITY OF NORFOLK,** a municipal corporation of the Commonwealth of Virginia ("City"), and **HOFFLER ARCHITECTS, LLC** ("Hoffler"), a limited liability company, whose address is 6360 Glenoak Drive, Norfolk, Virginia 23513.

RECITALS:

A. City is the owner in fee simple of certain parcels of real property known as 2935 and 2939 E. Virginia Beach Boulevard, together with all improvements thereon and all rights and appurtenances thereunto pertaining, located in the City of Norfolk, Virginia, said property being described in Exhibit A, which is attached hereto and made a part hereof ("Property").

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

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

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

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

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

2. PURCHASE PRICE. The purchase price (the "Purchase Price") for the Property is **Twenty-Five Thousand and 0/100 Dollars ($25,000.00),** and the Purchase Price will be paid in the form of a certified check or by wire transfer of funds at Closing.

3. DEPOSIT. Within five (5) business days from the date this Agreement is fully executed by City, BB shall deposit with an escrow agent selected by City ("Escrow Agent") the sum of **Two Thousand Five Hundred and 0/100 Dollars ($2,500.00)** in cash as earnest money ("Deposit"). The Deposit shall be deposited by the Escrow Agent in a fully federally insured interest bearing account and all interest accruing on the Deposit shall belong to Hoffler in all events. The Deposit shall be non-refundable except as specifically set forth herein.

4. CONVEYANCE.

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

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

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

d. City and Hoffler agree that the attorney or title insurance company ("Title Company") selected by Hoffler shall act as the settlement agent ("Settlement Agent") at Hoffler's expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications in accordance with Paragraph 19.

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

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

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

a. Receipt of a satisfactory title commitment.

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

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

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

9. LOT NOT BUILDABLE. Hoffler acknowledges that each parcel being conveyed, standing alone, is not of sufficient size or dimension to permit the construction of a single family dwelling under the regulations of the City of Norfolk currently in effect, but that combined the two parcels create a buildable property.

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

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

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

Purchaser:	James Hoffler Hoffler Architects, LLC 6360 Glenoak Drive Norfolk, Virginia 23513
City:	City of Norfolk Attn: Bernard Pishko, City Attorney 810 Union Street, Suite 900 Norfolk, Virginia 23510

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

14. BROKERAGE OR AGENT'S FEES. The City is not represented by a real estate broker, agent or finder in this transaction. No fees or commissions are or will be due from or payable by City as a result of this transaction. City shall not have any obligation whatsoever to pay

any brokers or agent's fees or commissions, nor shall City have any obligation whatsoever to see that any such fees or commissions are paid. Hoffler is represented by Angelia Williams Graves.

15. DEFAULT AND REMEDIES.

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

i. Terminate this Agreement;

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

16. 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.

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

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

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

WITNESS the following duly authorized signatures and seals:

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

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

_____
Notary Public
Registration No._____

APPROVED FOR CONTENTS:

_____
Director, Department of General Services

APPROVED FOR FORM AND CORRECTNESS:

_____
Deputy City Attorney

PURCHASER:

HOFFLER ARCHITECTS, LLC

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

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No._____

EXHIBIT A

2935 and 2939 E. Virginia Beach Blvd.
Lots 752, 753 and 754 – Suburban Land Company

PARCEL ONE

All that certain piece or parcel of land in the City of Norfolk, State of Virginia, known, numbered and designated as Lot 752 as shown on the Plat of Suburban Land Company, duly of record in the Clerk's Office of the Circuit Court of the City of Norfolk (formerly Norfolk County), Virginia, in Map Book 5, Pages 54 and 55, with the exception of that certain strip fronting on the south side of Broad Creek Road conveyed by T. J. Amelson, Special Commissioner, to the City of Norfolk, a municipal corporation, by deed dated July 14, 1948, and duly of record.

IT BEING the same property conveyed to the City of Norfolk by deed from The Runnymede Corporation dated June 1, 2009 and recorded June 9, 2009 as Instrument No. 050022590.

PARCEL TWO

All those certain lots, pieces or parcels of land, situate, lying and being in the City of Norfolk, in the State of Virginia, known, numbered and designated as Lots Seven Hundred and Fifty-three (753) and Seven Hundred and Fifty-four (754) on the south side of Broad Creek Road, as shown on the plat of Suburban Land Company, duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk (formerly Norfolk County), Virginia in Map Book 5, at pages 54 and 55.

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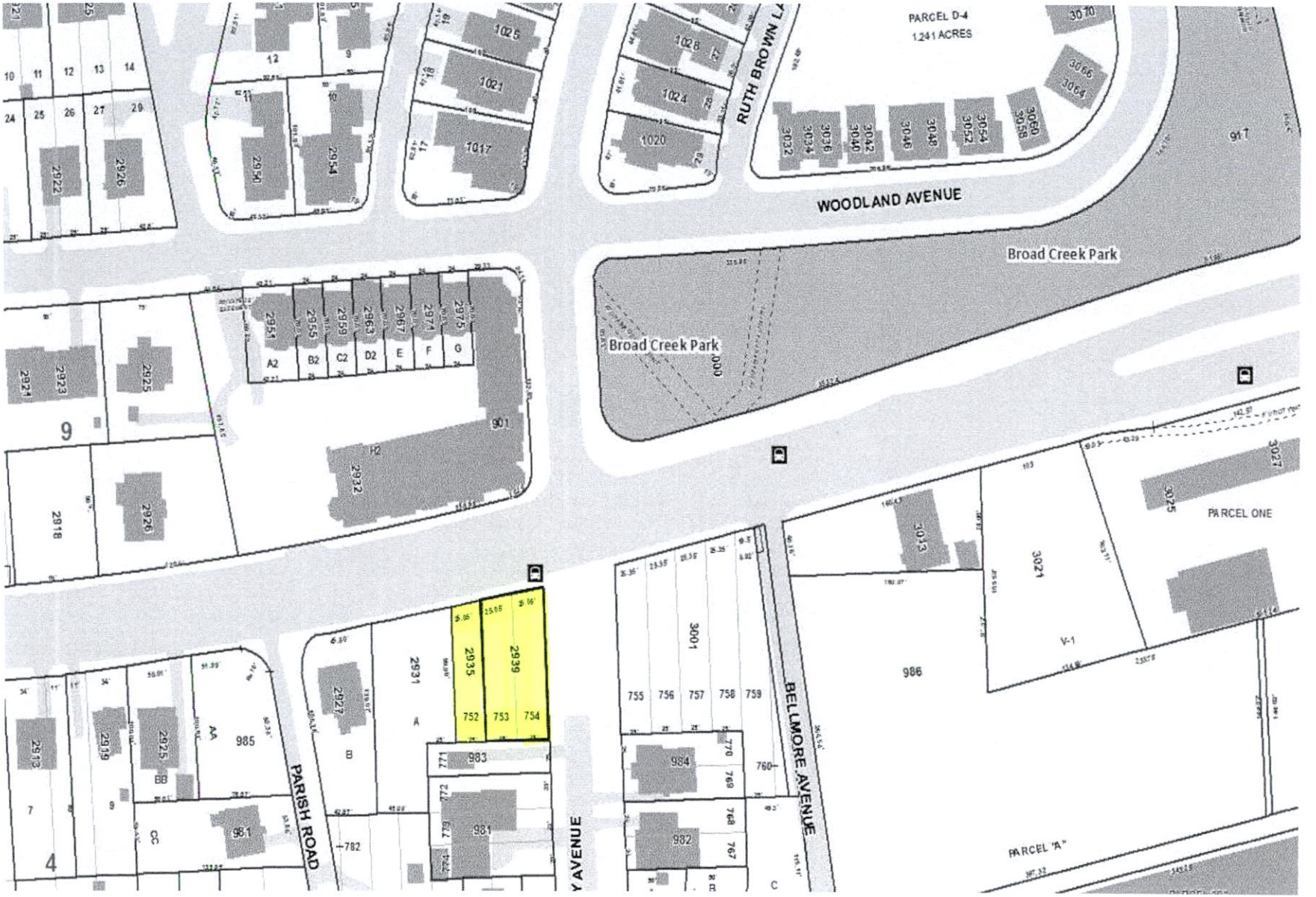

PARCEL D-4
1.241 ACRES
RUTH BROWN L
WOODLAND AVENUE
Broad Creek Park
Broad Creek Park
PARCEL ONE
PARCEL "A"
PARISH ROAD
BELLMORE AVENUE
V-1

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

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

Subject: **Amend the Rivers Edge at Berkley Residential Planned Development (PD-R Rivers Edge at Berkley) at 335 Emmett Place – Sunsations Realty, LLC**

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

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

I. **Staff Recommendation: Approval**.

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

III. **Request:** Amend the Rivers Edge at Berkley Residential Planned Development (PD-R Rivers Edge at Berkley)

IV. **Applicant: Sunsations Realty, LLC**

V. **Description:**
- This site is currently a 10.2 acre vacant site located in the Berkley neighborhood abutting the western side of Spotico Creek.
- The applicant is proposing to construct five buildings containing 280 condominium units.
  - The prior planned development proposed three buildings, two with 15 floors including four floors of parking and the third building at 30 floors including four floors of parking.
- The applicant still proposes to include a fitness facility, swimming pool, office facilities to support and service the residential units.
- A boardwalk, open to the general public, will be constructed along the western side of Spotico Creek.

VI. **Historic Resources Impacts**
The site is not located in a National, State or Local historic district.

VII. **Public Schools Impacts**
- School attendance zones include St. Helena Elementary School (118% utilization), Lake Taylor Middle School (75% utilization) and Lake Taylor High School (87% utilization).

- Given that there is actually a net reduction in the number of allowable units (310 units under current zoning down to 280 units under proposed zoning), no significant school impacts are anticipated (approximately 6 school aged children could be generated by either scenario at 0.02 school aged children per unit).

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

Attachments:

- Proponents and Opponents
- Staff Report to CPC dated August 25, 2016 with attachments
- Letter from the Beacon Light Civic League
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: August 25, 2016

Executive Secretary: George M. Homewood, FAICP, CFM

Planner: Susan Pollock Hart, CFM

Staff Report	Item No. 1	
Address	**335 Emmett Place**	
Applicant	**Sunsations Realty, LLC**	
	Zoning Text Amendment	Amend the River's Edge at Berkley Residential Planned Development (PD-R Rivers Edge at Berkley)
Property Owner	Sunsations Realty, LLC	
Site Characteristics	Site Area	10.2 acres
	Zoning	PD-R River's Edge at Berkley
	Neighborhood	Beacon Light
	Character District	Traditional
Surrounding Area	North	Elizabeth River
	East	Spotico Creek; I-5 (Heavy Waterfront Industrial): Colonna's Shipyard
	South	R-11 (Medium Density Multi-Family): Single and Multi-family development
	West	I-5: Industrial waterfront use

A. Summary of Request

This request is to modify the existing River's Edge at Berkley Residential Planned Development language to decrease the number of units, height of structures, and amount of parking and increase the number of structures.

B. Plan Consistency

- The proposed text amendment is consistent with *plaNorfolk2030*, which designates this site as Multi-family.
- The *Strategic Plan for Southside* identifies this site as a location for multi-family housing.
  - It proposes developing the western bank of Spotico Creek with multi-family units sited to face the water and parking located on the interior.
  - It further proposes a continuous public park along the waterfront, including a public walkway.
- In order to be fully consistent with *plaNorfolk2030*, any development on this site should be conditioned to require that buildings be oriented to view the water with parking to the interior and to require maintenance of a publicly-accessible walkway along the waterfront.

C. Zoning Analysis

i. General

- This site is currently a 10.2 acre vacant site located in the Berkley neighborhood abutting the western side of Spotico Creek.
- The applicant is proposing to construct five buildings containing 280 residential units.
  - The prior planned development proposed three buildings, two with 15 floors including four floors of parking and the third building at 30 floors including four floors of parking.
- The applicant still proposes to include a fitness facility, a swimming pool, and office facilities to support and service the residential units.
- A boardwalk, open to the general public, will be constructed along the western side of Spotico Creek.

ii. Zoning Text Amendment

- The proposed amendments would modify the following development criteria:
  - Increase the number of buildings from three to five.
  - Decrease the number of residential units from 310 to 280.
  - The original Planned Development included retail, which this one does not.

iii. Parking

- The existing planned development proposes two parking spaces per unit plus one space per every five units for guest parking.
  - Parking will be located both on the lot as well as underneath the buildings.
- The applicant is proposing to reduce the parking to 1.6 spaces per dwelling units.

- The parking ratio has been used in many of our residential planned developments and complies with our current standards for multi-family development.

iv. Flood Zone

- The property is located in the X (Shaded), and AE (7.6 and 8.1) Flood Zones which are moderate and high-risk flood zones.
- The portion of the property in the AE Flood Zone has a required Base Flood Elevation (BFE); development of the property will have to be elevated, to the BFE plus three feet of freeboard.

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that the proposed reduction of total apartments on the site by 30 units over currently approved levels will generate 200 fewer vehicle trips per day.
- Indian River Road 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.
- The site is near transit service with Hampton Roads Transit bus route 6 (South Norfolk) operating near the site.
- Both Indian River Road and State Street adjacent to the site are identified priority corridors in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Impact on the Environment

- As a new development, it will have to complete the Site Plan Review Process with all the standards set forth in the *Zoning Ordinance*.
  - Through the City's Site Plan Review process, all applicable erosion and sediment control, floodplain, buffering, screening and any other environmental requirements, including all stormwater management provisions, will be addressed prior to issuance of building permits.
  - A landscape plan will be required through the City's Site Plan Review process, which must be approved through the Department of Recreation, Parks and Open Space.

F. Impact on Surrounding Area/Site

Development of the site subject to the text contained in the Planned Development, and Site Plan Review ensure that the proposed development would not negatively impact the surrounding area.

G. Payment of Taxes

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

H. Civic League

Notice was sent to the Beacon Light Civic League on July 13.

I. Communication Outreach/Notification

- Legal notice was posted on the property on July 12.
- Letters were mailed to all property owners within 300 feet of the property on August 12..
- Legal notification was placed in *The Virginian-Pilot* on August 11 and 18.

J. Recommendation

Staff recommends approval of the proposed amendments to the Planned Development. A new multi-family development with the proposed amenities on this waterfront site in this community would provide a beneficial commodity.

Attachments

Location map
Zoning map
Application
Proposed text
Notice to the Beacon Light Civic League

Proponents and Opponents

Proponents

Michael Ashe – Representative, architect
P.O. Box 66992
Virginia Beach, VA 23466

J.D. Hines, PE – Representative, engineer
VHB
Two Columbus Center
4500 Main Street, Suite 400
Virginia Beach, VA 23462

Robert Beaman – Representative, legal counsel
Troutman Sanders, LLP
222 Central Park Avenue, Suite 2000
Virginia Beach, VA 23462

Opponents

None

08/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND SECTION 27-27 OF THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, SO AS TO REVISE THE PLAN OF DEVELOPMENT FOR THE RIVER'S EDGE AT BERKLEY RESIDENTIAL PLANNED DEVELOPMENT DISTRICT (PD-R RIVER'S EDGE AT BERKLEY).

- - -

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

Section 1:- That Section 27-27 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "River's Edge at Berkley Residential Planned Development District (PD-R River's Edge at Berkley)", is hereby amended and reordained in order to revise the plan of development for the district. The text of the section, including all subsections and the included table, shall read as set forth in "Exhibit A," attached hereto.

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

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

ATTACHMENT:
Exhibit A (3 pages)

EXHIBIT A

27-27 River's Edge at Berkley Residential Planned Development District (PD-R River's Edge at Berkley).

27-27.1 *Purpose statement.* River's Edge at Berkeley Residential Planned Development District (the "district") is intended to provide a residential community containing multi-family residential structures with amenities and a boardwalk facility for the community's residents and the greater Berkley community. The community is located on a site that is approximately 10.2 acres in size of which 5.6 acres is buildable land area along the Berkeley waterfront on the western side of Spotico Creek.

27-27.2 *Land uses.* Land uses permitted in the district shall be permitted by right or by special exception as specified in Table 27-27-A – Table of Land Uses and shall be restricted to the uses listed therein.

27-27.3 *Development standards.*

(a) *Maximum density.* Not more than 280 total dwelling units shall be constructed within the district.

(b) *Location of buildings.* The site shall be improved generally in accordance with the conceptual site plan entitled "Preliminary Layout," prepared by Michael C. Ashe, FAIA Architecture dated July 28, 2016, and placed on file with the Department of Planning, subject to any revisions required to be made by the City during the City's site plan review and building permit plan review processes.

(c) *Design of buildings.* The buildings shall be constructed generally in accordance with the elevations entitled "Rivers Edge @ Berkley," prepared by Michael C. Ashe, FAIA Architecture dated June 16, 2016, and placed on file with the Department of Planning, subject to any revisions required to be made by the City during the City's site plan review and building permit plan review processes.

(d) *Amenities required.*

(1) Several amenities to support the residential use shall be provided, including a boardwalk located along the water, a fitness center, a pool, a clubhouse with meeting rooms, maintenance, and security.

(2) The boardwalk located along the water shall remain open for use by the general public.

(3) The construction of the amenities required in subsection (1), above, shall be substantially complete prior to the issuance of a certificate of occupancy for any residential building in the district.

(e) *Required number of stories.* The development shall include five (5) residential structures each of which is eight (8) stories in height.

(f) *Yard requirements.* No building shall be located in any required yard. The following yards shall be required for each of the following areas within the district:

(1) Along Indian River Road, 25 ft.

(2) Along Emmitt Place and all property lines along the western boundary of the district, ten (10) ft.

(g) *Chesapeake Bay Protection Act (CBPA) buffer.* No building or parking areas shall be located within 50 ft. of the boundary of any delineated wetland with the exception of pervious parking areas, which shall not be located within 35 ft. of the boundary of any delineated wetland.

27-27.4 *Parking requirements.* A minimum of 1.6 vehicular parking spaces shall be provided for each dwelling unit and bicycle parking shall be provided at the rate set forth under the regulations applicable to multi-family dwellings in chapter 15 of this ordinance. Covered parking shall be provided under each of the five (5) residential buildings.

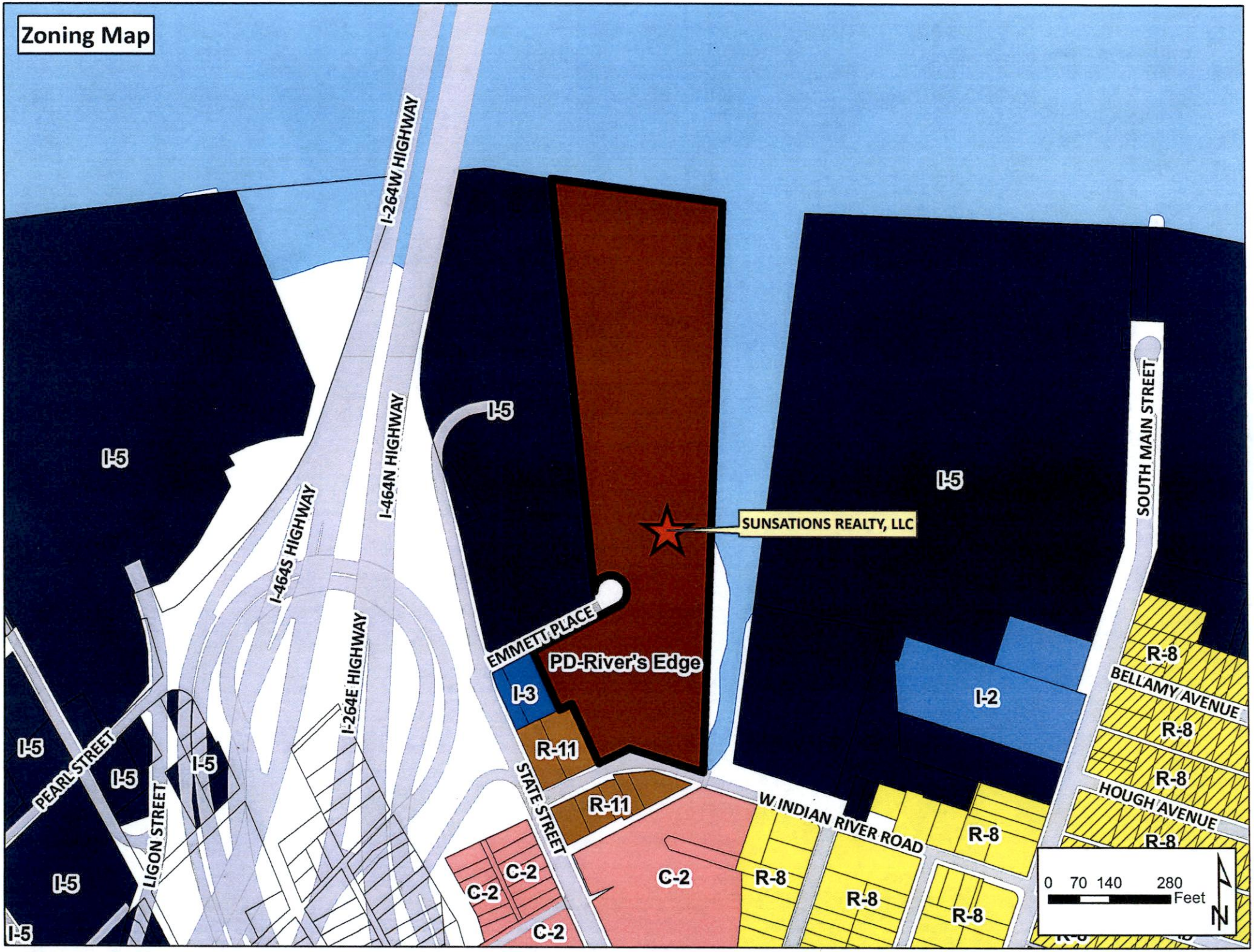
27-27.5 *Signs.* Signs in this district shall comply with the regulations set forth in Chapter 16 of this ordinance and this district shall be treated as a residential district for application of the sign regulations.

27-27.6 *Landscaping.* All landscaping and buffer yards shall comply with the regulations set forth in Chapter 17 of this ordinance and this district shall be treated as a residential district for application of the landscaping regulations.

PD-R – RIVER'S EDGE AT BERKELEY
TABLE 27-27-A – TABLE OF LAND USE

LAND USES P = Permitted Use S = Special Exception Use	DISTRICT PD-R River's Edge	COMMENTS
RESIDENTIAL USES		
Multi-Family (7 or more units)	P	
PUBLIC AND CIVIC USES (Sites < 1 Acre)		
Governmental Operations (non-industrial)	P	
Utility Facility	P	

Location Map
I-264E HIGHWAY
I-464N HIGHWAY
I-464S HIGHWAY
I-264W HIGHWAY
SUNSATIONS REALTY, LLC
EMMETT PLACE
STATE STREET
W INDIAN RIVER ROAD
0 45 90 180
Feet
N


Zoning Map
I-264W HIGHWAY
I-464N HIGHWAY
I-464S HIGHWAY
I-264E HIGHWAY
I-5
SUNSATIONS REALTY, LLC
SOUTH MAIN STREET
EMMETT PLACE
PD-River's Edge
I-3
I-2
R-11
R-8
BELLAMY AVENUE
HOUGH AVENUE
PEARL STREET
LIGON STREET
STATE STREET
W INDIAN RIVER ROAD
C-2
0 70 140 280
Feet
N

APPLICATION
TEXT AMENDMENT

Date of application: July 7, 2016

Zoning Ordinance Text Amendment
Amend Section(s) 27-27.1; 27-27.4; 27-27.5; 27-27.6; and 27-27.8
Add New Section(s) 27-27.1; 27-27.4; 27-27.5; 27-27.6; and 27-27.8

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

1. Name of applicant: Sunsations Realty, L.L.C., a Maryland limited liability company

Mailing address of applicant 353 Village Road

Virginia Beach, Virginia 23454

Daytime telephone number of applicant ( ) _____ 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 agent: (Last) Nutter (First) R.J.(MI) _____

Mailing address of agent: (Street/P.O. Box): 222 Central Park Avenue, Suite 2000

Virginia Beach, Virginia 23462

Daytime telephone number of agent: (757) 687-7782

E-mail address of agent: rj.nutter@troutmansanders.com

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

PROPERTY OWNER(S)

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

3. Name of property owner: Sunsations Realty, LLC

Mailing address of property owner (Street/P.O. box): 353 Village Road

Virginia Beach, Virginia 23454

Daytime telephone number of owner ( ) _____ email: _____

If applicable – list all property owners information with signatures on a separate attachment

DESCRIPTION OF AMENDMENT

Purpose of Amendment: The Applicant proposes to amend the previously approved PD Ordinance to respond to market conditions that have changed greatly. These amendments include changing the development from condominium to apartments, permitting up to five (5) eight (8) story buildings instead of three (3) taller buildings, and a reduction in permitted density by thirty (30) units. The Applicant had several meetings with the adjacent Civic League and a local coalition of civic leagues.

CIVIC LEAGUE INFORMATION

Civic League contact: _____

Date(s) contacted: _____

Ward/Super Ward information: Ward 4, Superward 7

REQUIRED ATTACHMENTS

- ✓ Language for the text amendment (*see Example attached).
- ✓ Required application fee, **$420.00** (if check, make payable to the City of Norfolk).
  - Application fee includes a non-refundable $5 technology surcharge.

CERTIFICATION:

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

Print name: Sunsations Realty, L.L.C., by: Robert P. Beaman, Esq., of Counsel (Property Owner) **Sign:** _____ 7 / 8 / 16 (Date)

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

ONLY NEEDED IF APPLICABLE:

Print name: Lauren Sutphin (Authorized Agent Signature) **Sign:** _____ 11 / 16 (Date)

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

EXHIBIT A

27-27 River's Edge at Berkley Residential Planned Development District (PD-R River's Edge at Berkley).

27-27.1 *Purpose statement.* River's Edge at Berkeley Residential Planned Development District (the "district") is intended to provide a residential community containing multi-family residential structures with amenities and a boardwalk facility for the community's residents and the greater Berkley community. The community is located on a site that is approximately 10.2 acres in size of which 5.6 acres is buildable land area along the Berkeley waterfront on the western side of Spotico Creek.

27-27.2 *Land uses.* Land uses permitted in the district shall be permitted by right or by special exception as specified in Table 27-27-A – Table of Land Uses and shall be restricted to the uses listed therein.

27-27.3 *Development standards.*

(a) *Maximum density.* Not more than 280 total dwelling units shall be constructed within the district.

(b) *Location of buildings.* The site shall be improved generally in accordance with the conceptual site plan entitled "Preliminary Layout," prepared by Michael C. Ashe, FAIA Architecture dated July 28, 2016, and placed on file with the Department of Planning, subject to any revisions required to be made by the City during the City's site plan review and building permit plan review processes.

(c) *Design of buildings.* The buildings shall be constructed generally in accordance with the elevations entitled "Rivers Edge @ Berkley," prepared by Michael C. Ashe, FAIA Architecture dated June 16, 2016, and placed on file with the Department of Planning, subject to any revisions required to be made by the City during the City's site plan review and building permit plan review processes.

(d) *Amenities required.*

(1) Several amenities to support the residential use shall be provided, including a boardwalk, a fitness center, pool, clubhouse and meeting rooms, maintenance and security.

(2) The construction of the amenities required in subsection (1), above, shall be substantially complete prior to the issuance of a

certificate of occupancy for any residential building in the district.

(e) *Boardwalk.* The boardwalk located along the water shall remain open for use by the general public.

(f) *Required number of stories.* The development shall include five (5) residential structures each of which is eight (8) stories in height.

(g) *Yard requirements.* No building shall be located in any required yard. The following yards shall be required for each of the following areas within the district:

(1) Along Indian River Road, 25 ft.

(2) Along Emmitt Place and all property lines along the western boundary of the district, ten (10) ft.

(h) *Chesapeake Bay Protection Act (CBPA) buffer.* No building or parking areas shall be located within 50 ft. of the boundary of any delineated wetland with the exception of pervious parking areas, which shall not be located within 35 ft. of the boundary of any delineated wetland.

27-27.4 *Parking requirements.* A minimum of 1.6 vehicular parking spaces shall be provided for each dwelling unit and bicycle parking shall be provided at the rate set forth under the regulations applicable to multi-family dwellings in chapter 15 of this ordinance. Covered parking shall be provided under each of the five (5) residential buildings.

27-27.5 *Signs.* Signs in this district shall comply with the regulations set forth in Chapter 16 of this ordinance and this district shall be treated as a residential district for application of the sign regulations.

27-27.6 *Landscaping.* All landscaping and buffer yards shall comply with the regulations set forth in Chapter 17 of this ordinance and this district shall be treated as a residential district for application of the landscaping regulations.

PD-R – RIVER'S EDGE AT BERKELEY
TABLE 27-27-A – TABLE OF LAND USE

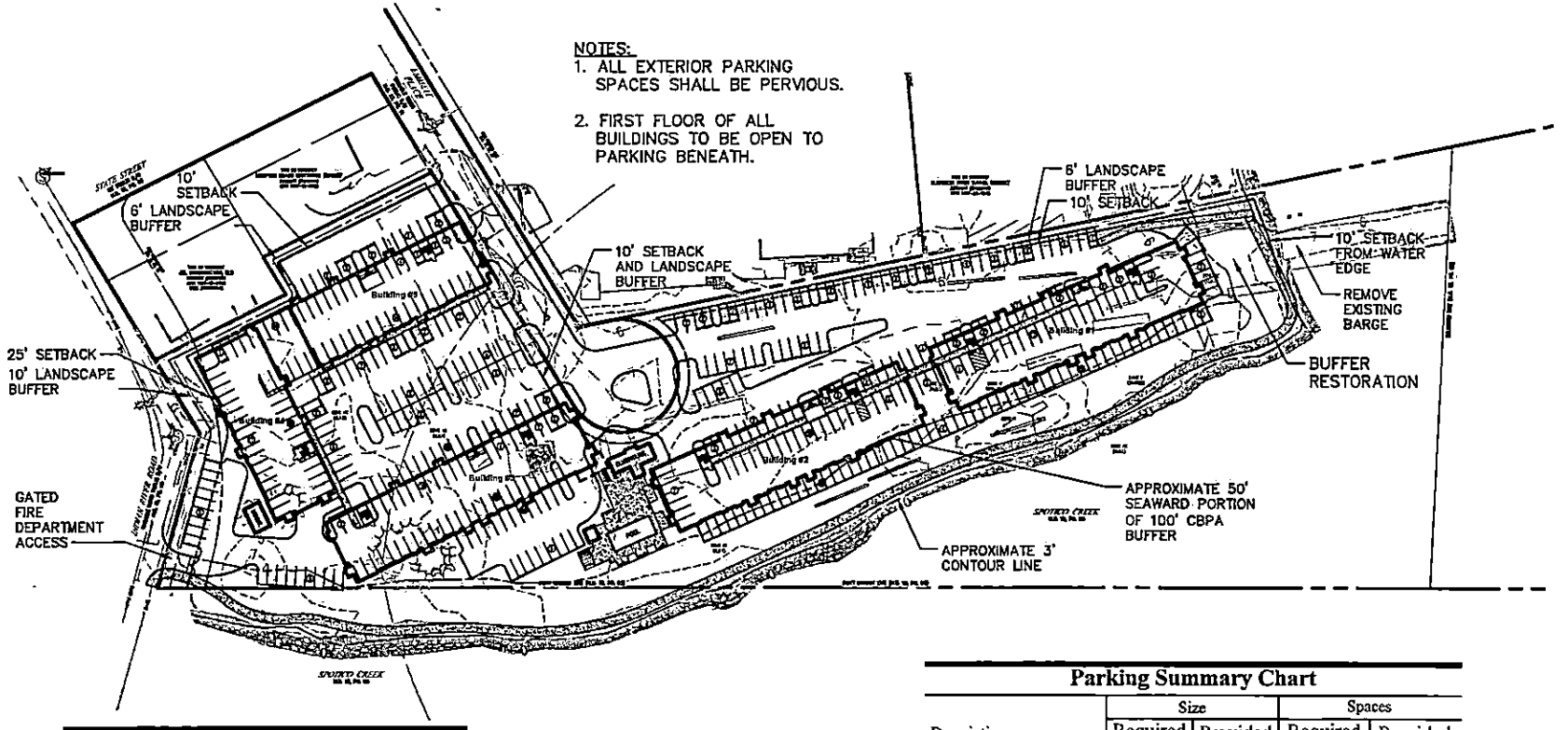
LAND USES P = Permitted Use S = Special Exception Use	DISTRICT PD-R River's Edge	COMMENTS
RESIDENTIAL USES		
Multi-Family (7 or more units)	P	
PUBLIC AND CIVIC USES (Sites < 1 Acre)		
Governmental Operations (non-industrial)	P	
Utility Facility	P	

TEXT AMENDMENT APPLICATION OF

SUNSATIONS REALTY, L.L.C.

Sunsations Realty, LLC List of Members:

1. Avi Sibony Trust Dated December 10, 2012
2. Prosper Sibony Trust Dated December 10, 2012
3. David Sibony Trust Dated December 10, 2012
4. Yaron Sibony Trust Dated December 10, 2012



Zoning Summary Chart

Zoning District(S): PD-R Rivers Edge At Berkeley

Zoning Regulation Requirements	Required
SETBACK REQUIREMENTS	25' from Indian River Rd 10' from Emmett Place 10' to west property line 0' to east property line 10' to edge of water
MAXIMUM BUILDING HEIGHT	15 Stories
MAXIMUM DENSITY	310 Units
PARKING REQUIREMENT	2 spaces per dwelling unit + 1 space per 5 dwelling units for guests

Parking Summary Chart

Description	Size		Spaces	
	Required	Provided	Required	Provided
STANDARD SPACES	8 x 18	8.5 x 18	504	429
COMPACT SPACES (15% ALLOWED) (70 MAXIMUM ALLOWED)	7.5 x 18	7.5 x 18	—	54
TOTAL			504	483

Parking Requirements: MF - Traditional

MULTI-FAMILY (TRADITIONAL)	1.8 DU =	250 UNITS =	445
1 GUEST SPACE PER 5 DU	250 /	5 =	56
	TOTAL PARKING REQUIRED =		504 SPACES

vhb.com
vhb
Two Columbus Center
4500 Main Street
Suite 400
Virginia Beach, VA 23462
757.490.0132

Michael C. Ashe, FAIA
ARCHITECT PC

50 0 50 100
SCALE IN FEET

The Edge at Berkley
Emmett Place
Norfolk, Virginia

July 28, 2016

Not Approved for Construction
Preliminary Layout

C-1

32378.01

Rivers Edge @ Berkley| Norfolk, VIRGINIA
06.16.16

Michael C. Ashe, FAIA
ARCHITECTURE

TS3 ARCHITECTURE

TS316025.00

Rivers Edge @ Berkley| Norfolk, VIRGINIA
06.16.16

Michael G. Ashe, FAIA
ARCHITECT/PRINCIPAL

TS3 ARCHITECTURE

TS316025.00

Rivers Edge @ Berkley| Norfolk, VIRGINIA
06.16.16

Michel C. Ashe, FAIA
ARCHITECT/OWNER

TS3 ARCHITECTURE

TS316025.00

Rivers Edge @ Berkley| Norfolk, VIRGINIA
06.16.16

Michel C. Ashe, FAIA
ARCHITECTURE
P.O. BOX 66702 • VIRGINIA BEACH, VA 23466
PHONE 757.630.3619
W ASHE.FAIA@GMAIL.COM

TS3 ARCHITECTS•PC

TS316025.00

Rivers Edge @ Berkley| Norfolk, VIRGINIA
06.16.16

Michel C. Ashe, FAIA
ARCHITECTURE

TS3 ARCHITECTURE

TS316025.00

Rivers Edge @ Berkley| Norfolk, VIRGINIA
06.16.16

Michel C. Ashe, FAIA
ARCHITECTURE
P.O. BOX 6098 • VIRGINIA BEACH, VA 23456
PHONE 757-436-3017
M.ASHE.FAIA@GMAIL.COM

TS3 ARCHITECTS+PO

TS316025.00

Rivers Edge @ Berkley| Norfolk, VIRGINIA
06.16.16

Michael C. Aslin, FAIA
ARCHITECTURE

TS3 ARCHITECTURE

TS316025.00

Rivers Edge @ Berkley| Norfolk, VIRGINIA
06.16.16

Michel C. Ashe, FAIA
ARCHITECTURE

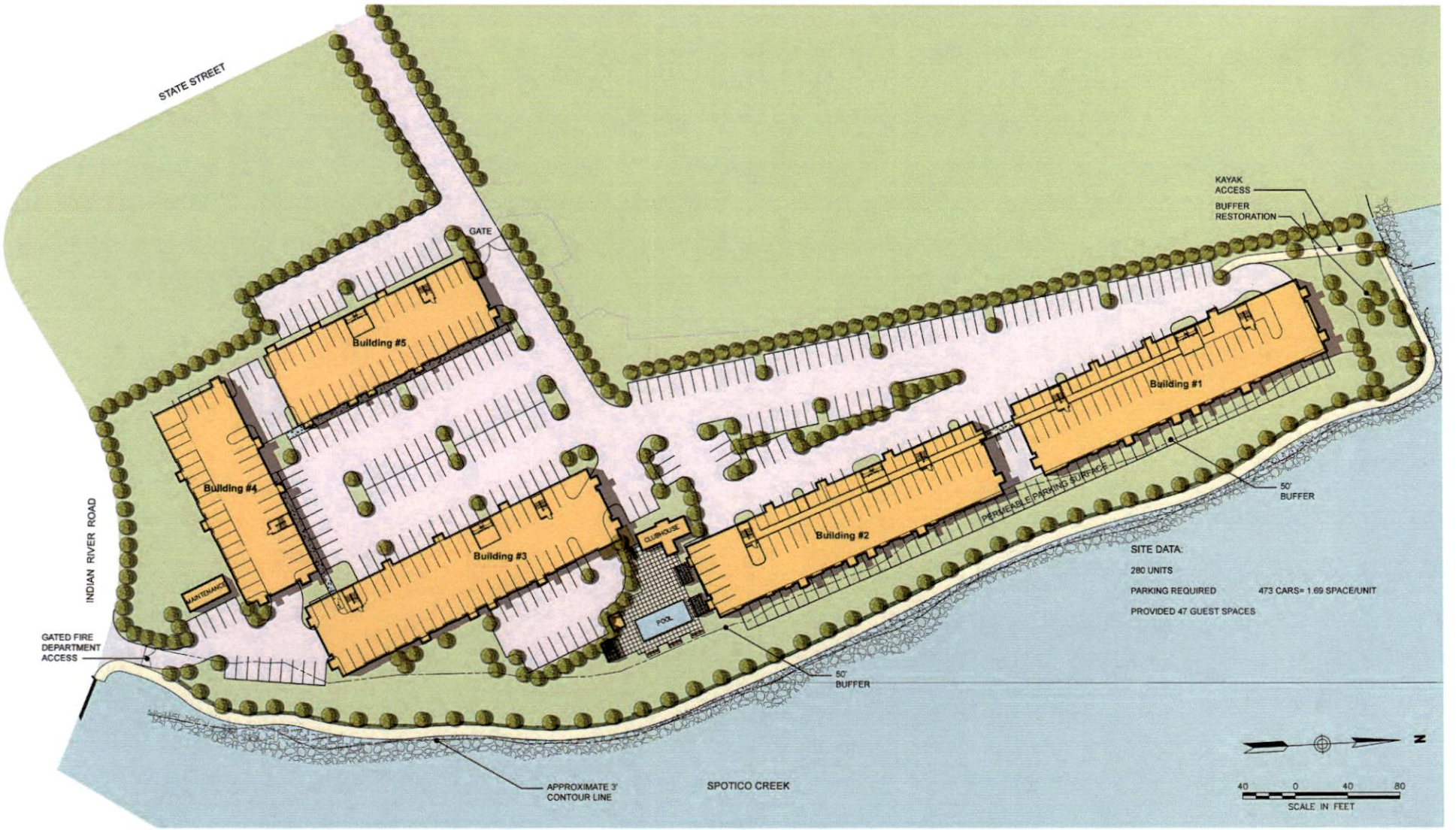
TS3 ARCHITECTS+PC

TS316025.00

Rivers Edge @ Berkley| Norfolk, VIRGINIA
06.16.16

Michel C. Ashe, FAIA
ARCHITECTURE

TS316025.00



Rivers Edge @ Berkley| Norfolk, VIRGINIA
06.21.16

vhb
Michel C. Ashe, FAIA
ARCHITECTURE
P.O. BOX 66002 • VIRGINIA BEACH, VA 23466
PHONE 757.630.3650
M.ASHE.FAIA@GMAIL.COM
TS3 ARCHITECTS, PC

TS316025.00

Pollock, Susan

From: Straley, Matthew
Sent: Wednesday, July 13, 2016 12:36 PM
To: 'pwbjdf@cox.net'
Cc: Riddick, Paul; Williams, Angelia M.; Goldin, Jamie; Pollock, Susan
Subject: new Planning Commission application -River's Edge at Berkley
Attachments: Rivers Edge Berkley.pdf

Ms. Rodgers,

Attached please find the application for a zoning text amendment to section 27-27, "River's Edge at Berkley Residential Planned Development District" (PD-R River's Edge at Berkley) of the *Zoning Ordinance* to create new development standards for a residential planned development on the property.

The item is tentatively scheduled for the August 25, 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

September 13, 2016

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

Subject: **Change of zoning from R-12 (Medium Density Multi-Family) and BFRPO (Bayfront Residential Parking Overlay) to C-3 (Retail Center) at 9548-9574 21st Bay Street – Norfolk Redevelopment and Housing Authority**

Reviewed: _____ **Ward/Superward: 5/7**
Ronald H. Williams, Jr., Deputy City Manager

Approved: _____ **Item Number: PH-4**
Marcus D. Jones, City Manager

I. **Staff Recommendation: Approval**.

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

III. **Request:** Change of zoning from R-12 (Medium Density Multi-Family) and BFRPO (Bayfront Residential Parking Overlay) to C-3 (Retail Center)

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

V. **Description:**

- The East Beach Shoppes are located on the southwest corner of Shore Drive and Pleasant Avenue.
- One of the larger tenant spaces has a loading dock located to the rear abutting residentially zoned properties.
- A new tenant is proposing to locate in this space, however, the existing loading dock is insufficient.
- The applicant owns the property abutting the Shoppes to the rear and has agreed to sell a ten foot wide strip which would allow the expansion of the existing dock and provide the necessary buffer yard from the residential.
- The lots abutting the Shoppes are residentially zoned and consist of 15, 25 foot wide lots (375 feet) along 21st Bay Street and 150 feet along Pleasant Avenue.
    - The rezoning would reduce the lots to a depth of 140 feet and provide a landscaped buffer to the rear of the shopping center.

VI. **Historic Resources Impacts**

This site is not located within a federal, state or local historic district.

VII. **Public Schools Impacts**

N/A

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

Attachments:

- Proponents and Opponents
- Staff Report to CPC dated August 25, 2016 with attachments
- Letter from the East Ocean View Civic League
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: August 25, 2016

Executive Secretary: George M. Homewood, FAICP, CFM GMH III

Planner: Susan Pollock Hart, CFM SPH

Staff Report	Item No.: 2	
Address	**9548-9574 21st Bay Street**	
Applicant	**Norfolk Redevelopment and Housing Authority**	
Requests	**Rezoning**	**R-12 (Medium Density Multi-Family) and BFRPO (Bayfront Residential Parking Overlay) to C-3 (Retail Center)**
Property Owner	Norfolk Redevelopment and Housing Authority	
Site Characteristics	Site Area	3,750 sq. ft.
	Zoning	R-12 (Medium Density Multi-Family) and BFRPO (Bayfront Residential Parking Overlay)
	Neighborhood	East Ocean View
	Character District	Coastal
Surrounding Area	North	R-12 and BFRPO: Vacant land
	East	C-3: East Beach Shoppes
	South	R-12 and BFRPO: Mix of residential uses
	West	R-12 and BFRPO: Vacant land

A. Summary of Request

- The site is located on the east side of 21st Bay Street south of Pleasant Avenue.
- The applicant proposes to rezone a ten foot strip and sell it to the adjacent shopping center to allow for the expansion of a loading dock and a buffer area for the residential property to the west.

B. Plan Consistency

plaNorfolk2030 designates this site as residential mixed, meaning the proposed rezoning is inconsistent with the plan.

C. Zoning Analysis

i. General

- The East Beach Shoppes are located on the southwest corner of Shore Drive and Pleasant Avenue.
- One of the larger tenant spaces has a loading dock located to the rear abutting residentially zoned properties.
- A new tenant is proposing to locate in this space, however, the existing loading dock is insufficient.
- The applicant owns the property abutting the Shoppes to the rear and has agreed to sell a ten foot wide strip which would allow the expansion of the existing dock and provide the necessary buffer yard from the residential.
- The lots abutting the Shoppes are residentially zoned and consist of 15, 25 foot wide lots (375 feet) along 21st Bay Street and 150 feet along Pleasant Avenue.
  - The rezoning would reduce the lots to a depth of 140 feet and provide a landscaped buffer to the rear of the shopping center.

ii. Parking

N/A

iii. Flood Zone

- The site is located in the X (Shaded) and AE Flood Zone, which are high-risk flood zones.
  - Any additions would have to comply with the requirements of the Floodplain Overlay district.

D. Transportation Impacts

- No new trips are forecast related to the proposed expansion of service facilities at this existing shopping center.
- Shore Drive 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.
- The site is near transit service with Hampton Roads Transit bus route 1 (Granby) operating adjacent to the site.

- Shore Drive adjacent to the site is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

N/A

F. Public Schools Impacts

The site is located in the Little Creek Elementary School, Azalea Middle School and Lake Taylor School Attendance Zones.

G. Environmental Impacts

When the new loading dock is constructed, it will have to comply with all requirements including landscaping and a wall abutting the adjacent, residentially zoned property.

H. AICUZ Impacts

The site is not located in any noise or accident potential zones.

I. Impact on Surrounding Area/Site

The rezoning would allow the existing loading dock to be expanded and a ten foot wide landscaped buffer area, where there is currently none, to be added between the commercial shopping center and the future residential development.

J. Payment of Taxes

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

K. Civic League

Notice was sent to the East Ocean View Civic League on June 16.

L. Communication Outreach/Notification

- Legal notice was posted on the property on June 21.
- Letters were mailed to all property owners within 300 feet of the property on August 12.
- Legal notification was placed in *The Virginian-Pilot* on August 11 and August 18.

M. Recommendation

Staff recommends that the rezoning request be **approved.**

Attachments:

Future Land Use map
Location map
Zoning map
Application
Notice to the East Ocean View Civic League
Letter to not object or support the rezoning from the East Ocean View Civic League

Proponents and Opponents

Proponents
John Mair – East Beach Shoppes property owner
2534 East Ocean View Avenue
Norfolk, VA 23518

Opponents
None

08/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: MM-S

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE A PORTION OF THE PROPERTIES LOCATED AT 9548 TO 9574 21ST BAY STREET FROM R-12 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND BFRPO (BAY FRONT RESIDENTIAL PARKING OVERLAY) DISTRICT TO C-3 (RETAIL CENTER COMMERCIAL) DISTRICT.

- - -

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

Section 1:- That the easternmost portion of the properties located at 9548 to 9574 21st Bay Street extending 10 feet in depth are hereby rezoned from R-12 (Multi-Family Residential) District and BFRPO (Bay Front Residential Parking Overlay) Overlay District to C-3 (Retail Center Commercial) District. The properties which are the subject of this rezoning are more fully described as follows:

> The easternmost 10-foot portion of all of the properties located at the southeast corner of 21st Bay Street and Pleasant Avenue fronting 375 feet, more or less, along the eastern line of 21st Bay Street, and 150 feet, more or less, along the southern line of Pleasant Avenue; said properties numbered 9548 to 9574 21st Bay Street and said 10-foot portions of such properties fronting 10 feet, more or less, along the southern line of Pleasant Avenue, beginning 140 feet, more or less, from the eastern line of 21st Bay Street and extending eastwardly.

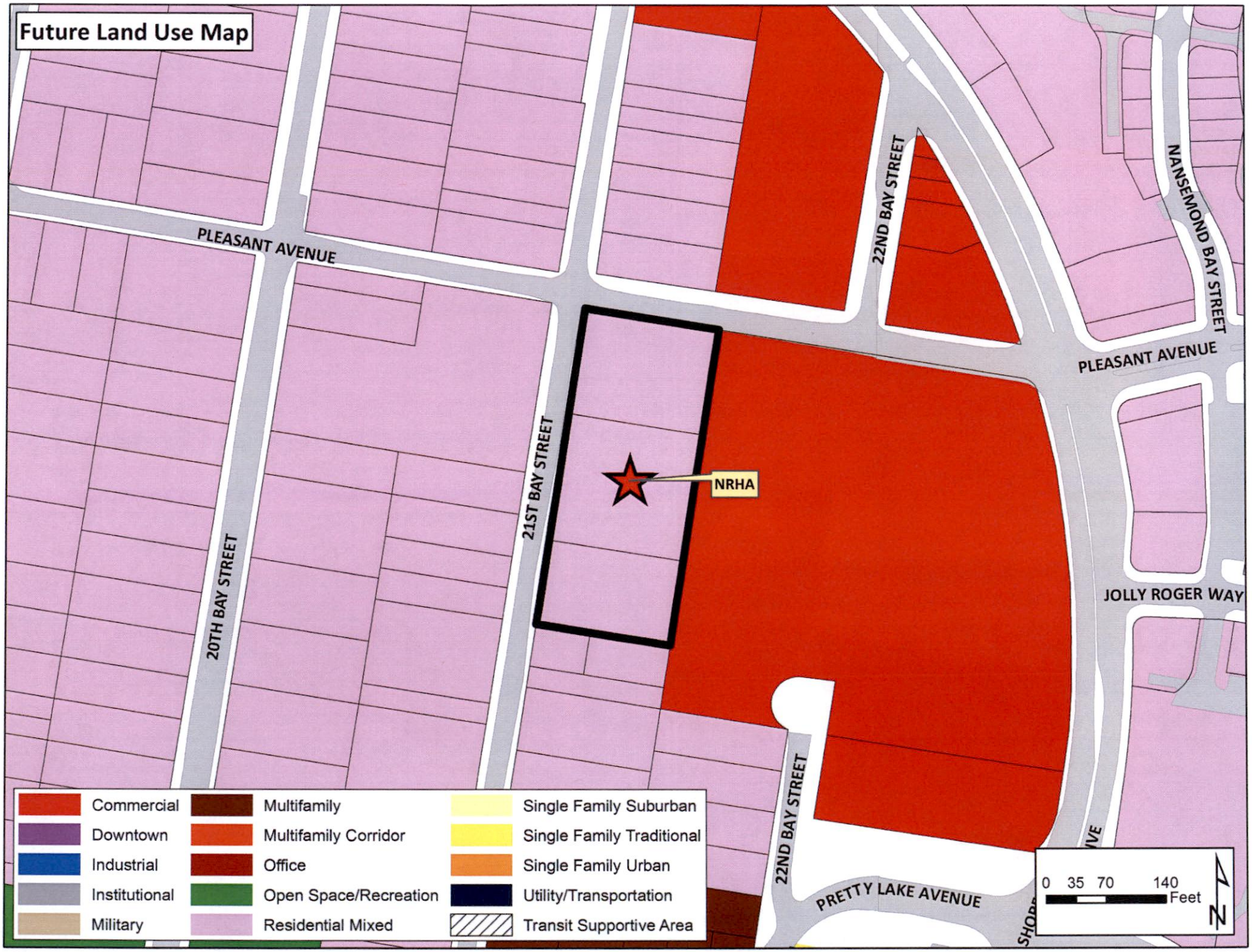
Section 2:- That the official Zoning Map for the City of Norfolk is hereby amended and reordained so as to reflect this rezoning.

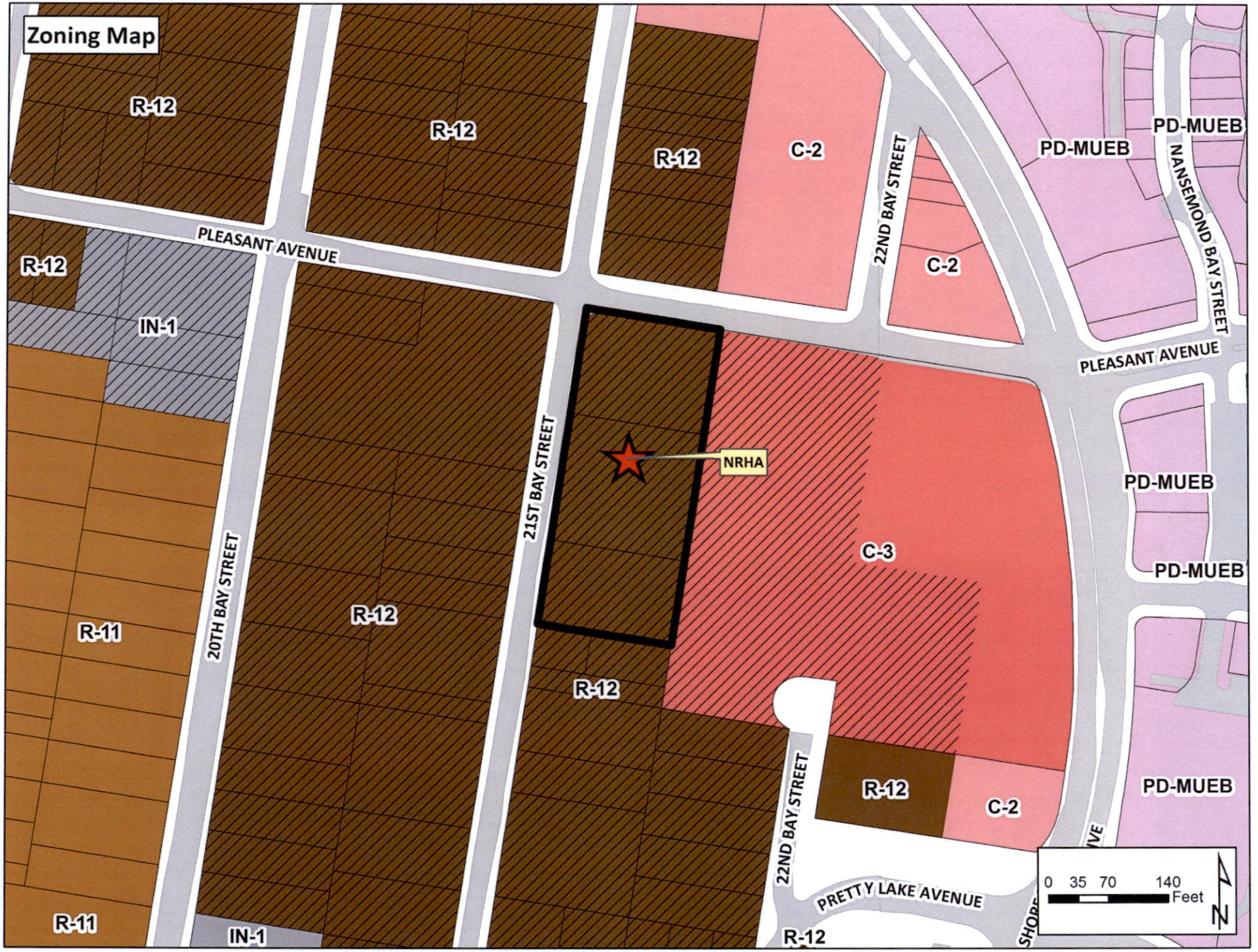
Section 3:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 4:- That this ordinance shall be in effect from the

date of its adoption.

Location Map
PLEASANT AVENUE
22ND BAY STREET
21ST BAY STREET
NRHA
0 15 30 60
Feet
N


Future Land Use Map
PLEASANT AVENUE
22ND BAY STREET
NANSEMOND BAY STREET
PLEASANT AVENUE
21ST BAY STREET
NRHA
20TH BAY STREET
JOLLY ROGER WAY
22ND BAY STREET
PRETTY LAKE AVENUE
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
Transit Supportive Area
0 35 70 140
Feet
N


Zoning Map
R-12
R-12
R-12
C-2
22ND BAY STREET
C-2
PD-MUEB
PD-MUEB
NANSEMOND BAY STREET
PLEASANT AVENUE
R-12
IN-1
PLEASANT AVENUE
21ST BAY STREET
NRHA
PD-MUEB
C-3
PD-MUEB
20TH BAY STREET
R-11
R-12
R-12
R-12
C-2
PD-MUEB
22ND BAY STREET
PRETTY LAKE AVENUE
R-11
IN-1
R-12
0 35 70 140
Feet
N

APPLICATION
CHANGE OF ZONING

Date of application: 6/7/16

Change of Zoning

From: R-12 **Zoning** **To:** C-3 **Zoning**

DESCRIPTION OF PROPERTY

Property location: (Street Number) 9540-9574 (Street Name) 21ST BAY S

Existing Use of Property: RAW LAND

Current Building Square Footage_____

Proposed Use PROVIDE 10' SIDE YARD SETBA TO EXPAND LOADING DOCK

Proposed Building Square Footage_____

Trade Name of Business (If applicable) EAST BEACH SHOPPES

APPLICANT

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

1. Name of applicant: (Last) NRHA Holloman (First) JAMES (MI) N

Mailing address of applicant (Street/P.O. Box): 2534 EAST OCEANVIEW A

(City) NORFOLK (State) VA (Zip Code) 23518

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

E-mail address of applicant: JBMAIR@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) MAIR (First) JOHN (MI) ____

Mailing address of applicant (Street/P.O. Box): 2534 EAST OCEAN VIEW AVE

(City) NORFOLK (State) VA (Zip Code) 23518

Daytime telephone number of applicant (757) 515 5167 Fax ( ) ____

E-mail address of applicant: JBMAIR@COX.NET

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

Agent NRHA

3. Name of property owner: (Last) Hallomon (First) JAMES (MI) N

Mailing address of property owner (Street/P.O. box): 2534 EASTOCEANVIEW

(City) NORFOLK (State) VA (Zip Code) 23518

Daytime telephone number of owner (757 340 7035) email: JBMAIR@C

CIVIC LEAGUE INFORMATION

Civic League contact: John Green - EOV civic league

Date(s) contacted: ____

Ward/Super Ward information: 5 - ward 6 - superward

CERTIFICATION:

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

Print name: JAMES N Hollomon **Sign:** _____ 6/8/16
NRHA
(Property Owner or Authorized Agent of Signature) (Date)

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

ONLY NEEDED IF APPLICABLE:

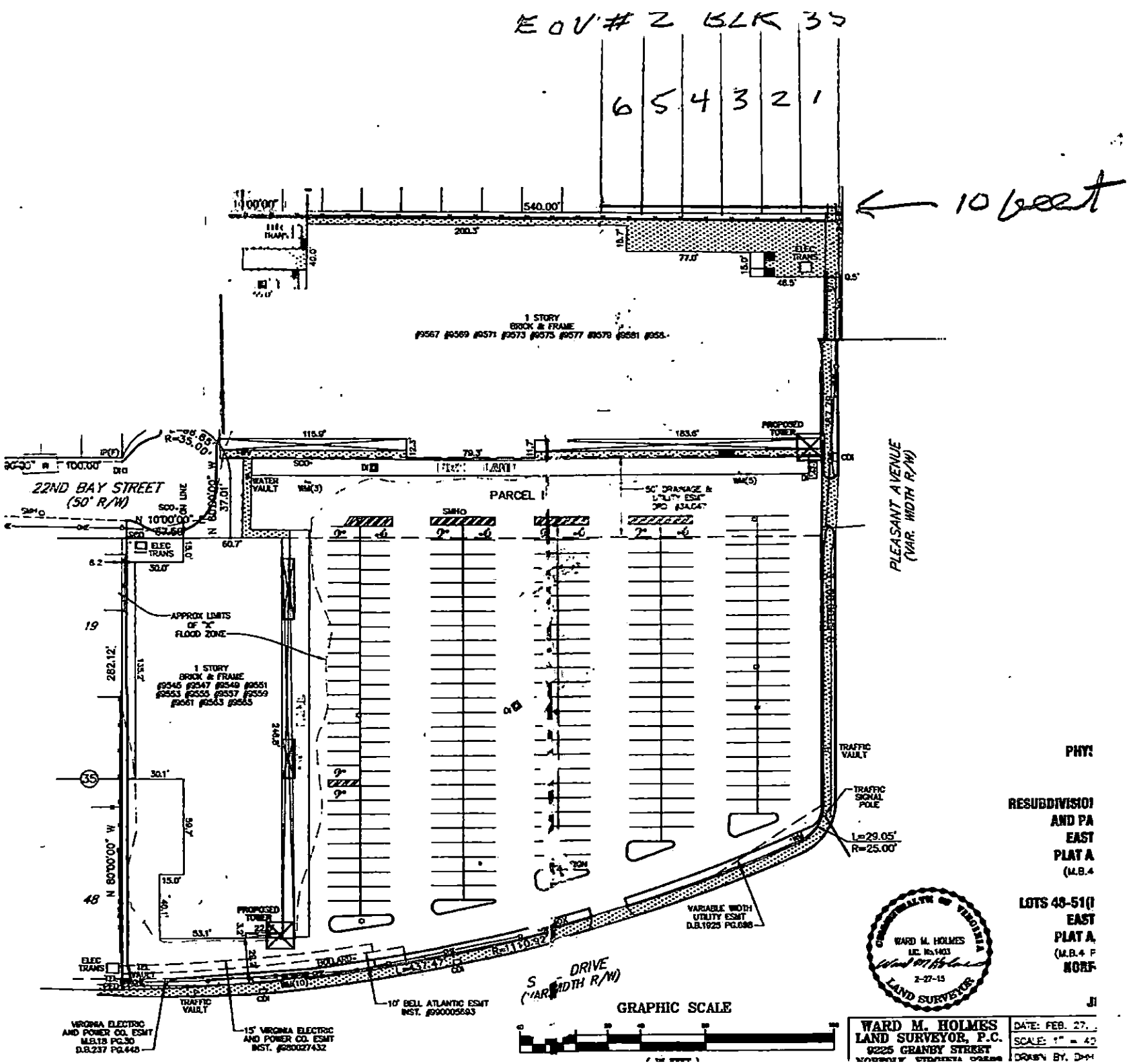
Print name: _____ **Sign:** _____ / / _____
(Authorized Agent Signature) (Date)

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

EOV #2 BLK 35

6 5 4 3 2 1

← 10 feet



PHY

RESUBDIVISION
AND PA
EAST
PLAT A
(M.B.4

LOTS 48-51(I
EAST
PLAT A,
(M.B.4 P
NORF

JI

WARD M. HOLMES
LIC. No.1403
2-27-15
LAND SURVEYOR

WARD M. HOLMES
LAND SURVEYOR, P.C.
9225 GRANBY STREET

DATE: FEB. 27, .
SCALE: 1" = 40
DRAWN BY: DMH

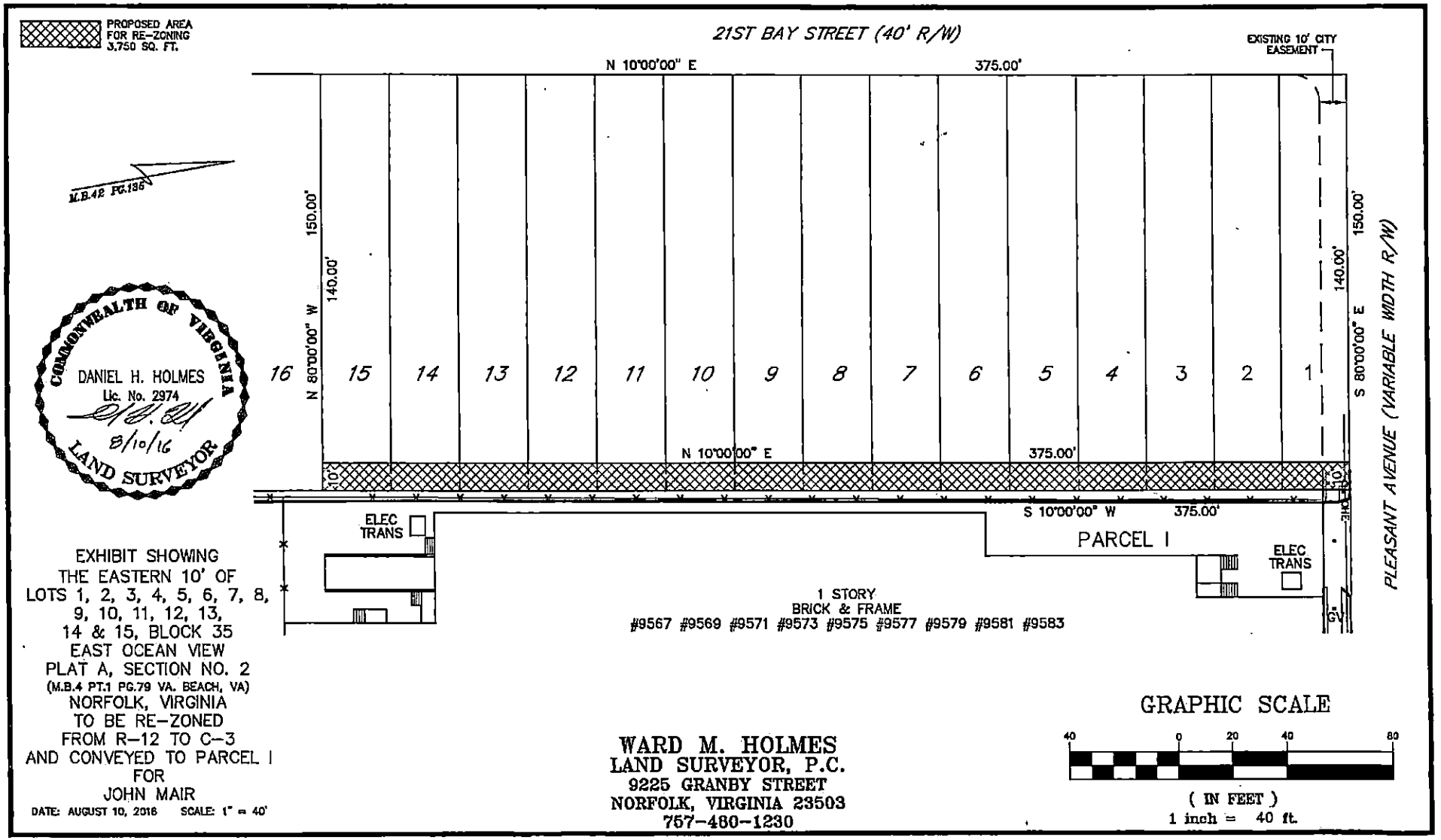


EXHIBIT SHOWING
THE EASTERN 10' OF
LOTS 1, 2, 3, 4, 5, 6, 7, 8,
9, 10, 11, 12, 13,
14 & 15, BLOCK 35
EAST OCEAN VIEW
PLAT A, SECTION NO. 2
(M.B.4 PT.1 PG.79 VA. BEACH, VA)
NORFOLK, VIRGINIA
TO BE RE-ZONED
FROM R-12 TO C-3
AND CONVEYED TO PARCEL I
FOR
JOHN MAIR

DATE: AUGUST 10, 2016 SCALE: 1" = 40'

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

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

PROJECT NO. 14-1047EX

Whitney, Chris

From: Straley, Matthew
Sent: Thursday, June 16, 2016 2:06 PM
To: 'greenie4720@yahoo.com'
Cc: Smigiel, Thomas; Winn, Barclay; McClellan, Andria; Ransom, Carlton; Pollock, Susan
Subject: new Planning Commission application - 9574 21st Bay St
Attachments: NRHA.pdf

Mr. Greene,

Attached please find the application for a change of zoning from R-12 (Medium Density Multi-Family) to conditional C-3 (Retail Center) district on a portion of property at 9574 21st Bay Street.

The purpose of this request is to allow for an expansion of a loading dock in the rear of the East Beach Shoppes.

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

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

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

LivingEOV
East Ocean View Civic League

25 July 2016

City of Norfolk
810 Union Street
Director of Planning and Community Development, Suite 508
City Hall Building
Norfolk, VA 23510

Subject: Request for Zoning Change

The East Ocean View Civic League Board of Directors (EOVCL BOD) has reviewed the application for a change of zoning from R-12 (Medium Density Multi-Family) to conditional C-3 (Retail Center) district on a portion of property at 9574 21st Bay Street. The purpose of the request is to allow for an expansion of a loading dock in the rear of the East Beach Shoppes. As we understand it, if this goes through, 10 feet of land behind the shopping center will be rezoned to allow for the ramp. Hopefully this will not have any impact on any future sale and residential development of the land behind the shopping center.

More importantly, while we recognize that, while rezoning is a matter of land use and we are not supposed to look at the actual store that is going in there but rather the use on the land, the BOD is sorely disappointed that, with the amount, availability and desirability of vacant space in the East Beach Shoppes Center, a Dollar Tree is the "best" the owner could attract. From our collective perspective, as well as that of dozens of residents I and others talked to, this perpetuates the idea that (East) Ocean View deserves no better, nor can its residents afford any more, than another Dollar Tree store. Indeed, this makes at least the fourth store of its kind within 5 miles of EOV—at least one Dollar General, one Family Dollar and now two Dollar Tree stores—to say nothing of the current Dollar Market located in the same shopping center! How's *that* store going to survive?

The space that Dollar Tree may now occupy w/could have better served the neighborhood residents with a small grocery store (since a larger one such as Leidl or Harris Teeter seems not to be "in the cards"), a dry cleaner, a bank, florist, a microbrewery, or even a "Duck Donuts." What better draw for the beach than a *Duck Donuts*! As we have at every budget hearing and other opportunity to speak for the past five years, we reiterate our support for the above and for the City's Economic Development Directorate to vigorously support such projects.

Thus, we don't reject, but don't support the application either.

Sincerely,

//Original Signed//

John M. Greene, Jr.

President, East Ocean View Civic League

Cc:
Councilman Tommy Smigiel
Councilwoman Andria McClellan
Mr. Matt Hales, Planning Commission
Mr. Martin Thomas, City Planning Commission
Mr. Chuck Rigney, Director, Economic Development Department
Ms. Susan Pollock, City Planning Department
Mr. John Cownack, Director, NRHA
Mr. James Hollomon, NRHA
Mr. Matt Straley, City Planning Department
Ms. Ann Bolen, VP, EOVCL

C: Dir., Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

From: David Ricks, Director of Public Works

Subject: VDOT FY 2017 Revenue Sharing Program – West Ocean View Flyover, Granby Street/Bayview Boulevard Intersection Improvements, and ADA Ramp Construction

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

Ward/Superward: 1,2,4,5 / 6,7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-01**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** N/A

III. **Description:**

On December 8, 2015, Norfolk City Council adopted Resolution 1,630 in support of FY 2017 Revenue Sharing projects. This agenda item is an ordinance to accept Virginia Department of Transportation ("VDOT") funds for three FY 2017 Revenue Sharing projects: the *West Ocean View Flyover Project*, the *Citywide ADA Ramp Construction, Phase 3 Project,* and the *Granby Street/Bayview Boulevard Intersection Improvements Project*; and to accept the amended Programmatic Project Administrative Agreement between VDOT and the City of Norfolk (the "City") for inclusion of these projects.

IV. **Analysis:**

- *West Ocean View Flyover Project*
  The project will replace a functionally obsolete bridge with an at-grade intersection alternative.
- *Citywide ADA Ramp Construction, Phase 3 Project*
  The project will include the addition or replacement of ADA ramps and new sidewalk to connect ramps at the Eastern Virginia Medical Center and in Larchmont, locations that are ineligible to receive Community Development Block Grants (CDBG).
- *Granby Street/Bayview Boulevard Intersection Improvements Project*
  The project will aid in pedestrian safety and access. The construction of this project will improve the City's infrastructure and improve quality of life, with the potential for encouraging economic development within the City.

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

V. **Financial Impact:**

- VDOT funding of $1,770,000 will come from state revenue sharing funds.
- Funding participation of the City's fifty percent share of these projects, in the amount of $1,770,000, will come from funds appropriated in the City's Capital Improvement Program.

Cost Breakdown

Project	VDOT Funding	Required Total City Match	Total Funding
West Ocean View Flyover	$1,270,000	$1,270,000	$2,540,000
Citywide ADA Ramps, Phase 3	$ 250,000	$ 250,000	$500,000
Granby Street/ Bayview Boulevard Intersection Improvements	$ 250,000	$ 250,000	$500,000
Total Project Costs	$1,770,000	$1,770,000	$3,540,000

VI. **Environmental:**

N/A

VII. **Community Outreach/Notification:**

Coordination with Civic Leagues and nearby businesses will be made prior to construction of these improvements.

VIII. **Board/Commission Action:**

N/A

IX. **Coordination/Outreach:**

This letter has been coordinated with the Department of Public Works and the City Attorney's office.

Supporting Material from the Department of Public Works:

- Ordinance
- Project Executive Summaries
- Programmatic Project Administrative Agreement with addendum and appendices.

8/3/16 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

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.

4000 - 10 city share
2375 - 10 VDOT share

$ 3,540,000.00 Various
Account

_____ 8/5/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

R-12

AN ORDINANCE REQUESTING THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO ESTABLISH PROJECTS FOR THE WEST OCEAN VIEW FLYOVER, THE CITYWIDE ADA RAMP CONSTRUCTION, PHASE 3, AND THE GRANBY STREET/BAYVIEW BOULEVARD INTERSECTION IMPROVEMENTS IN ACCORDANCE WITH THE PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT BETWEEN THE CITY OF NORFOLK AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION; AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE TOTAL SUM OF $3,540,000.00 FOR THESE PROJECTS, SUBJECT TO AND IN ACCORDANCE WITH THE TERMS OF THE AFORESAID AGREEMENT.

- - -

WHEREAS, the City of Norfolk ("City") desires that the Virginia Department of Transportation ("VDOT") establish the following projects: (1) West Ocean View Flyover; (2) Citywide ADA Ramp Construction, Phase 3; and (3) Granby Street/Bayview Boulevard Intersection Improvements ("Projects"), in accordance with the Programmatic Project Administration Agreement ("Agreement") dated November 15, 2013, between the City and VDOT, a copy of which, with appendices, is attached hereto as Exhibit A; and

WHEREAS, in accordance with VDOT procedures, in order for VDOT to program Revenue Sharing projects in the City of

Norfolk, it is necessary that a request for the establishment of such projects be made by the City; now, therefore,

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

Section 1: - That the Council hereby requests that VDOT establish the Projects in accordance with the terms and conditions of the Agreement attached as Exhibit A.

Section 2: - That the sum of $3,540,000.00 is hereby appropriated and authorized to be expended for the Projects, subject to and in accordance with the terms and conditions of the Agreement.

Section 3: - That the City Manager and the other proper officers of the City are authorized to execute any and all documents related to the Projects and to do all things necessary and proper to carry out the terms of the Agreement.

Section 4: - That the City Manager, with the advice and counsel of the City Attorney, is further authorized to correct, amend or revise the Agreement as may be necessary to carry out the intent of the Council as expressed herein.

Section 5: - That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT
Revenue Sharing Projects

THIS AGREEMENT, made and executed in triplicate this 15 day of November, 2013, by and between the City Norfolk, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY may, in accordance with §33.1-23.05 of the *Code of Virginia* (1950), as amended (the *Code*), and Commonwealth Transportation Board (CTB) policy, submit application(s) for Revenue Sharing funding and may also administer projects approved for Revenue Sharing funding by the CTB; and

WHEREAS, Appendix A documents the funding allocated to each Project and shall be developed and included as an attachment to this agreement. Such attachment may be amended, revised or removed or an additional Appendix A may be added as additional projects or funding is approved by the CTB and allocated to the LOCALITY to finance the Project(s) within the term of this Agreement without the need to execute an additional project administration agreement; and

WHEREAS, current and future projects approved for Revenue Sharing funding by the CTB within the term of this agreement and subject to the terms and conditions specified herein shall be identified on a list which will be included as an attachment to this Agreement as Appendix B. Such attachment may be amended as additional projects are approved by the CTB and shall be signed by an authorized LOCALITY and VDOT official, without the need to execute an additional project administration agreement. If any active project with an existing agreement is incorporated herein, the original project agreement shall automatically terminate upon inclusion in this programmatic agreement of an updated Appendix A and an amended Appendix B to reflect that project; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in the attachments in accordance with applicable federal, state and local laws and regulations and that the locality will certify compliance with those laws and regulations as prescribed by the Department.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. This agreement shall be effective for an initial period of THREE fiscal years and may be extended by an addendum signed by each party for one additional term of THREE fiscal years unless a change in policy or the *Code* necessitates a change in terms and conditions before the term of this agreement shall have passed. This Agreement shall NOT extend beyond SIX fiscal years. In the event that a new agreement becomes necessary during the life of this Agreement, Appendix A and Appendix B may be incorporated within the new approved agreement upon mutual agreement by both parties.

2. The LOCALITY shall:

a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown on the Appendix B and on the respective Project's Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.

b. Receive individual prior written authorization from the DEPARTMENT to proceed with each project.

c. Administer the Project(s) in accordance with guidelines applicable to state funded Locally Administered Projects as published by the DEPARTMENT.

d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the State Certification Form for State aid projects or in another manner as prescribed by the DEPARTMENT for each project included in Appendix B.

e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.

f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date Project summary and schedule tracking payment requests and adjustments.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the *Code*, or other applicable provisions of state law or regulations require such reimbursement.

h. Pay the DEPARTMENT the LOCALITY's matching funds for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 3.a.

i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill these obligations may result in the forfeiture of state-aid reimbursements. DEPARTMENT and LOCALITY staffs will work together to cooperatively resolve any issues that are identified so as to avoid any forfeiture of state-aid funds.

j. If legal services other than those provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

k. For projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

3. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.

b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.

e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

4. Appendix A identifies the specific funding sources for each Project under this Agreement, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

5. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the *Code*.

6. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project under this agreement is anticipated to exceed the allocation shown for such Project on the respective Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however

the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

7. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

8. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

9. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

10. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 2.f, 2.g, and 3.b, subject to the limitations established in this Agreement and Appendix A. Should the LOCALITY unilaterally cancel a project agreement, the LOCALITY shall reimburse the DEPARTMENT all state funds reimbursed and expended in support of the project, unless otherwise mutually agreed-upon prior to termination.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to any project, this agreement is no longer applicable to that project and the applicable Appendix A shall be removed from this agreement and the Standard Project Administration Agreement for Federal-aid Projects executed for that project.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF NORFOLK, VIRGINIA:

ATTEST:

City Clerk
City of Norfolk

Assistant City Manager
City of Norfolk

CONTENTS APPROVED:

By: _____ 10/10/13
Director of Public Works — Date
City of Norfolk

APPROVED AS TO FORM AND CORRECTNESS:

By: _____ 10/21/13
Deputy City Attorney — Date
City of Norfolk

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

_____ 11/15/13
per Commissioner of Highways — Date
Commonwealth of Virginia
Department of Transportation

_____ 11/15/13
Signature of Witness — Date

Attachments

Attachments Appendix A (for each project covered under this Agreement)
Appendix B (listing Project(s) covered under this Agreement)

PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT
EXTENSION ADDENDUM
Revenue Sharing Projects

THIS ADDENDUM is made and executed in triplicate this 19th day of May, 2016, by and between the City of Norfolk Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY and the DEPARTMENT, entered into a Programmatic Project Administration Agreement for Revenue Sharing Projects on November 15, 2013; and

WHEREAS, said agreement has an initial term of three fiscal years (each year beginning July 1st - June 30th), and will expire on June 30, 2016, and may be extended for one additional term of three fiscal years; and

WHEREAS, the parties to the agreement hereby declare their intent to extend said agreement as provided in Paragraph 1 of said agreement and further declare that such terms and provisions provided therein shall remain unchanged.

NOW THEREFORE, in consideration of the mutual premises contained therein and in this Addendum, the parties agree to extend said agreement for one additional term of three fiscal years with a new expiration date of June 30, 2019.

IN WITNESS WHEREOF, each party hereto has caused this Addendum to be executed as of the day, month, and year first herein written.

CITY OF NORFOLK, VIRGINIA:

Marcus D. Jones

Marcus D. Jones
Typed or printed name of signatory

City Manager — 4/20/2016
Title — Date

Signature of Witness — 4/20/16
Signature of Witness — Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this addendum.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

5/19/16
Chief of Policy — Date
Commonwealth of Virginia
Department of Transportation

Brenda Couch — 5/19/2016
Signature of Witness — Date

Appendix A

Project Number:	U000-122-R88	UPC:	104379	Locality:	City of Norfolk
Project Location ZIP+4: 23517-1347		Locality DUNS# N/A		Locality Address (incl ZIP+4): 810 Union Street Norfolk, VA. 23510-2717	

Project Narrative

Scope:	Intersection Improvements
From:	Intereseection of 21st and Llewellyn Avenue
To:	

Locality Project Manager Contact Info: Heather Robinson, PE Phone: 757-664-7459, email: Heather.robinson@norfolk.gov

Department Project Coordinator Contact Info: Angela Rico, EIT, Phone 757-925-2227, email: Angela.rico@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost	
Estimated Locality Project Expenses		$0	$395,000	$395,000	
Estimated VDOT Project Expenses	$2,000		$3,000	$5,000	
Estimated Total Project Costs	$2,000		$398,000	$400,000	

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	$2,000	Revenue Sharing	50%	$1,000	$1,000	
				$0	$0	
				$0	$0	
				$0	$0	
Total PE	$2,000			$1,000	$1,000	
Right of Way & Utilities	$0		0%	$0	$0	
				$0	$0	
Total RW	$0			$0	$0	
Construction	$398,000	Revenue Sharing	50%	$199,000	$199,000	
			0%	$0	$0	
Total CN	$398,000			$199,000	$199,000	
Total Estimated Cost	$400,000			$200,000	$200,000	$195,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	$200,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	$195,000

Project Financing

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations (A+B+C+D+E+F)
$200,000	$200,000					$400,000

Program and project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of $200,000 (if applicable)
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- In accordance with §33.1-23.05 of the *Code of Virginia*, this project must be initiated and at least a portion of the funds expended within one year of allocation. If not initiated by (6/10/14) the project may be subject to deallocation.
- Revenue Sharing Funds above consist of the following Fiscal Years:
  - FY 14 - $400,000 ($200,000 City, $200,000 VDOT)
- Total project allocations: $400,000

Heather Stanton 10/10/13
Authorized Locality Official and date

Heather Stanton, VDOT Program Mgr.
Typed or printed name of person signing

Bryant Porter 11/7/13
Authorized VDOT Official
Recommendation and Date

Bryant Porter
Typed or printed name of person signing

Appendix A

Project Number:	0407-122-R89	UPC:	104381	Locality:	City of Norfolk

Project Location ZIP+4: 23529-1100	Locality DUNS# N/A	Locality Address (incl ZIP+4): 810 Union Street Norfolk, VA 23510-2717

Project Narrative

Scope:	Add roadway width for installation multi-use path
From:	East Indian River Road, Approx. 500 ft east of Pescara Creek
To:	Approx. 500 ft west of Pescara Creek

Locality Project Manager Contact Info: Heather Robinson, PE Phone: 757-664-7459, email: Heather.robinson@norfolk.gov

Department Project Coordinator Contact Info: Angela Rico, EIT, Phone 757-925-2227, email: Angela.rico@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses		$0	$395,000	$395,000
Estimated VDOT Project Expenses	$2,000		$3,000	$5,000
Estimated Total Project Costs	$2,000		$398,000	$400,000

Project Cost and Reimbursement:

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	$2,000	Revenue Sharing	50%	$1,000	$1,000	
				$0	$0	
				$0	$0	
				$0	$0	
Total PE	$2,000			$1,000	$1,000	
Right of Way & Utilities	$0		0%	$0	$0	
				$0	$0	
Total RW	$0			$0	$0	
Construction	$398,000	Revenue Sharing	50%	$199,000	$199,000	
			0%	$0	$0	
Total CN	$398,000			$199,000	$199,000	
Total Estimated Cost	$400,000			$200,000	$200,000	$195,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	$200,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	$195,000

Project Financing

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations (A+B+C+D+E+F)
$200,000	$200,000					$400,000

Program and project Specific Funding Requirements:

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of $200,000 (if applicable)
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- In accordance with §33.1-23.05 of the *Code of Virginia*, this project must be initiated and at least a portion of the funds expended within one year of allocation. If not initiated by (6/19/14) the project may be subject to deallocation.
- Revenue Sharing Funds above consist of the following Fiscal Years:
  - FY 14 - $400,000 ($200,000 City, $200,000 VDOT)
- Total project allocations: $400,000

Heather Stanton 10/10/13
Authorized Locality Official and date

Heather Stanton, VDOT Program Mgr
Typed or printed name of person signing

Bryan Porter 11/7/13
Authorized VDOT Official Recommendation and Date

Bryant Porter
Typed or printed name of person signing

Appendix A

Project Number:	0407-122-R00	UPC:	104382	Locality:	City of Norfolk

Project Location ZIP+4: 23523-1020	Locality DUNS# N/A	Locality Address (Incl ZIP+4): 810 Union Street Norfolk, VA. 23510-2717

Project Narrative

Scope:	Add roadway width for installation of multi-use path
From:	West Indian River Road Approx. 500 ft east of Spotico Creek
To:	Approx. 500 ft west of Spotico Creek
Locality Project Manager Contact Info:	Heather Robinson, PE Phone: 757-664-7459, email: Heather.robinson@norfolk.gov.
Department Project Coordinator Contact Info:	Angela Rico, EIT, Phone 757-925-2227, email: Angela.rico@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses		$0	$395,000	$395,000
Estimated VDOT Project Expenses	$2,000		$3,000	$5,000
Estimated Total Project Costs	$2,000		$398,000	$400,000

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	$2,000	Revenue Sharing	50%	$1,000	$1,000	
				$0	$0	
				$0	$0	
				$0	$0	
Total PE	$2,000			$1,000	$1,000	
Right of Way & Utilities	$0		0%	$0	$0	
				$0	$0	
Total RW	$0			$0	$0	
Construction	$398,000	Revenue Sharing	50%	$199,000	$199,000	
			0%	$0	$0	
Total CN	$398,000			$199,000	$199,000	
Total Estimated Cost	$400,000			$200,000	$200,000	$195,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	$200,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	$195,000

Project Financing

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations (A+B+C+D+E+F)
$200,000	$200,000					$400,000

Program and project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of $200,000 (if applicable)
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- In accordance with §33.1-23.05 of the *Code of Virginia*, this project must be initiated and at least a portion of the funds expended within one year of allocation. If not initiated by (6/19/14) the project may be subject to deallocation.
- Revenue Sharing Funds above consist of the following Fiscal Years:
  - FY 14 - $400,000 ($200,000 City, $200,000 VDOT)
- Total project allocations: $400,000

Heather Stanton 10/10/13
Authorized Locality Official and date

Heather Stanton, VDOT Program Mgr.
Typed or printed name of person signing

Bryant Porter 11/7/13
Authorized VDOT Official
Recommendation and Date

Bryant Porter
Typed or printed name of person signing

APPENDIX A

9/11/2015

Project Number: U000-122-R23 UPC: 106609 Locality: City of Norfolk

Project Location ZIP+4: 23510-2717	Locality DUNS# N/A	Locality Address (incl ZIP+4): 810 Union Street Norfolk, VA. 23510-2717

Project Narrative

Scope:	Provide new ADA ramps on arterial roadways within City
From:	Various
To:	Various

Locality Project Manager Contact Info: John M. White (757) 628-4100 email: john.white2@norfolk.gov

Department Project Coordinator Contact Info: Derrick Williams (757) 925-2502 email: derrick.williams@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	$147,000	$0	$1,847,000	$1,994,000
Estimated VDOT Project Expenses	$3,000	$0	$3,000	$6,000
Estimated Total Project Costs	$150,000	$0	$1,850,000	$2,000,000

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	$150,000	Revenue Sharing	50%	$75,000	$75,000	
				$0	$0	
				$0	$0	
				$0	$0	
Total PE	$150,000			$75,000	$75,000	
Right of Way & Utilities			0%	$0	$0	
				$0	$0	
Total RW	$0			$0	$0	
Construction	$1,850,000	Revenue Sharing	50%	$925,000	$925,000	
				$0	$0	
Total CN	$1,850,000			$925,000	$925,000	
Total Estimated Cost	$2,000,000			$1,000,000	$1,000,000	$994,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	$1,000,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	$994,000

Project Financing

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations (A+B+C+D+E+F)
$1,000,000	$1,000,000					$2,000,000

Program and Project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality hereby agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of $1,000,000 (if applicable)
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- In accordance with §33.1-23.05 of the *Code of Virginia*, this project must be initiated and at least a portion of the funds expended within one year of allocation. If not initiated by July 1, 2016 the project may be subject to deallocation.
- This project is part of a Programmatic Project Administrative Agreement for Revenue Sharing Projects. Any revision to this Appendix A will also require a revision to the Appendix B that is part of the agreement.
- Revenue Sharing Funds above consist of the following Fiscal Years:
  - FY 15 - $1,000,000 ($500,000 VDOT, $500,000 City)
  - FY 16 - $1,000,000 ($500,000 VDOT, $500,000 City)
- Funds are not available until July 1 of the fiscal year in which they are allocated.
- Total project allocations: $2,000,000

Appendix A Revised for CN award

Authorized Locality Official and date 9/18/15

MELINDA HUNTER

Typed or printed name of person signing

Authorized VDOT Official Recommendation and Date

Typed or printed name of person signing

APPENDIX A 7/1/2015

Project Number: 0337-122-R40 UPC: 107265 Locality: City of Norfolk

Project Location ZIP+4: 23501-2018	Locality DUNS#: N/A	Locality Address (incl ZIP+4): 810 Union Street, Suite 800 Norfolk, Virginia 23510-2717

Project Narrative

Scope:	Pedestrian Safety Improvements to include Crosswalk enhancement, signal upgrades, lighting and resurfacing at the intersection
From:	Brambleton Ave/ Granby St.
To:	Brambleton Ave/ Monticello Ave
Locality Project Manager Contact Info:	Robert Brown, P.E., Phone: 757-664-7305 email:rob.brown@norfolk.gov
Department Project Coordinator Contact Info:	Derrick Williams, Phone: 925-2582 email: derrick.williams@vdot.virginia.gov

Project Estimation

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	$240,000	$0	$992,000	$1,297,000
Estimated VDOT Project Expenses	$5,000	$0	$8,000	$13,000
Estimated Total Project Costs	$250,000	$0	$1,000,000	$1,250,000

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	$250,000	Revenue Sharing	50%	$125,000	$125,000	
				$0	$0	
				$0	$0	
				$0	$0	
Total PE	$250,000			$125,000	$125,000	
Right of Way & Utilities			0%	$0	$0	
				$0	$0	
Total RW	$0			$0	$0	
Construction	$1,000,000	Revenue Sharing	50%	$500,000	$500,000	
			0%	$0	$0	
Total CN	$1,000,000			$500,000	$500,000	
Total Estimated Cost	$1,250,000			$625,000	$625,000	$612,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	$625,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	$612,000

Project Financing

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations (A+B+C+D+E+F)
$625,000	$625,000					$1,250,000

Program and project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's Urban Manual (List Appropriate Guide or Manual)
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of $625,000 (if applicable)
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- In accordance with §33.2-357 of the *Code of Virginia*, this project must be initiated and at least a portion of the funds expended within one year of allocation. If not initiated by July 1, 2016 the project may be subject to deallocation.
- This project is part of a Programmatic Project Administrative Agreement for Revenue Sharing Projects. Any revision to this Appendix A will also require a revision to the Appendix B that is part of the agreement.
- Revenue Sharing Funds above consist of the following Fiscal Years:
  - FY 16 - $1,250,000 ($625,000 VDOT, $625,000 City)
- Funds are not available until July 1 of the fiscal year in which they are allocated.
- Total project allocations: $1,250,000

11/12/15
Authorized Locality Official and date

Robert D. Brown.
Typed or printed name of person signing

Authorized VDOT Official
Recommendation and Date

Typed or printed name of person signing 6/9/11

APPENDIX B 2

Locality City of Norfolk

Original Agreement Date 11/15/2013
Date Appendix B Modified

Locality Program Coordinator: Robert Brown, P. E.
Department Program Coordinator: Bryant Porter, PMP

CONSTRUCTION PROJECTS (Include all existing and new projects that are part of the Programmatic Project Administrative Agreement for Revenue Sharing)

UPC		Project #	ORIGINAL State Match Approved Amount	Date of CTB Approval	Date ORIGINAL Appendix A Signed by District	Date REVISED Appendix A Signed by District*	Appendix A Version #	Modified State Match
104379		U000-122-R98	$200,000	6/19/2013	11/7/2013	4/5/2015	[redacted]	$221,841
104381		0407-122-R99	$200,000	6/19/2013	11/7/2013	[redacted]		Cancelled
104382		0407-122-R00	$200,000	6/19/2013	11/1/2013	3/15/2015		$608,550
105589		U000-122-R23	$500,000	6/18/2014	11/12/2014			$500,000
107284		U000-122-R47	$500,000	6/16/2015				$500,000
107285		U000-122-R48	$625,000	6/16/2015				$625,000

MAINTENANCE PROJECTS (Include all existing and new projects that are part of the Programmatic Project Administrative Agreement for Revenue Sharing)

UPC		Project #	State Match Approved Amount	Date of CTB Approval	A Signed by District	Date Appendix A Revised	Appendix A Version #	Modified State Match
104383		9999-122-R03	$108,333	6/19/2013	11/7/2013	4/15/2015	1	$122,419

NOTE: Transfers between construction and maintenance projects should not be assumed but will be evaluated on a case-by-case basis.

Authorized Locality Official — Date 3/30/16

Authorized VDOT Official — Date 4/6/16

Revised 6/2015

VIRGINIA DEPARTMENT OF TRANSPORTATION
PROJECT ADMINISTRATION AGREEMENT:

FY17 Revenue Sharing Projects

I hereby certify that the money required for this Agreement is in the City Treasury to the Credit of the fund from which it is to be drawn, and not appropriated for any other purpose.

West Ocean View Flyover, Project No. 0060-122-R66, UPC 108729

CP Account (City Share):	**Amount:**	**Contract:**
4000-10-3021 (FY17)	$ 125,000	N/A
4000-10-3020 (FY17)	$ 500,000	N/A
4000-10-4101 (FY17)	$ 645,000	N/A
Total CIP Account	**$1,270,000**	

SR Account (VDOT Share):	**Amount:**	**Contract:**
2275-10-9171-5303 (FY17)	$ 120,000	N/A
2275-10-9171-5580 (FY17)	$1,150,000	N/A
Total SR Account (VDOT to reimburse City)	**$1,270,000**	

Granby St./Bayview Blvd. Intersection, Project No. 0460-122-R67, UPC 108730

CP Account (City Share):	**Amount:**	**Contract:**
4000-10-3041-5303 (FY17)	$ 100,000	N/A
4000-10-4194-5580 (FY17)	$ 150,000	N/A
Total CIP Account	**$ 250,000**	

SR Account (VDOT Share):	**Amount:**	**Contract:**
2275-10-9172-5303 (FY17)	$ 100,000	N/A
2275-10-9172-5580 (FY17)	$ 150,000	N/A
Total SR Account (VDOT to reimburse City)	**$ 250,000**	

ADA Ramp Improvements, Phase 3, Project No. U000-122-R65, UPC 108728 – CN Only

CP Account (City Share):	**Amount:**	**Contract:**
4000-10-3030-5580 (FY17)	$ 125,000	N/A
4000-10-3031-5580 (FY17)	$ 125,000	N/A
Total CIP Account	**$ 250,000**	

SR Account (VDOT Share):	**Amount:**	**Contract:**
2275-10-8942-5580 (FY17)	$250,000	N/A
Total SR Account (VDOT to reimburse City)	**$250,000**	

Vender Code VDOTTR0100

Director of Finance

8/15/16
Date

Revenue Sharing Project: West Ocean View Flyover
Executive Summary

Project Location: Construction will take place at the intersection of Tidewater Drive and West Ocean View Avenue.

Project Overview: The proposed project will replace a Functionally Obsolete bridge with an at-grade intersection alternative. The project will divert the northbound leg of Tidewater Drive to meet West Ocean View Avenue to the east of where it connects today, forming an at-grade signalized intersection, and constructing a 2-lane eastbound cross section on West Ocean View Avenue. This would provide additional access for drivers traveling north on Tidewater Drive to reach westbound West Ocean View Avenue to Willoughby Spit.

Total Project Costs: $2,540,000

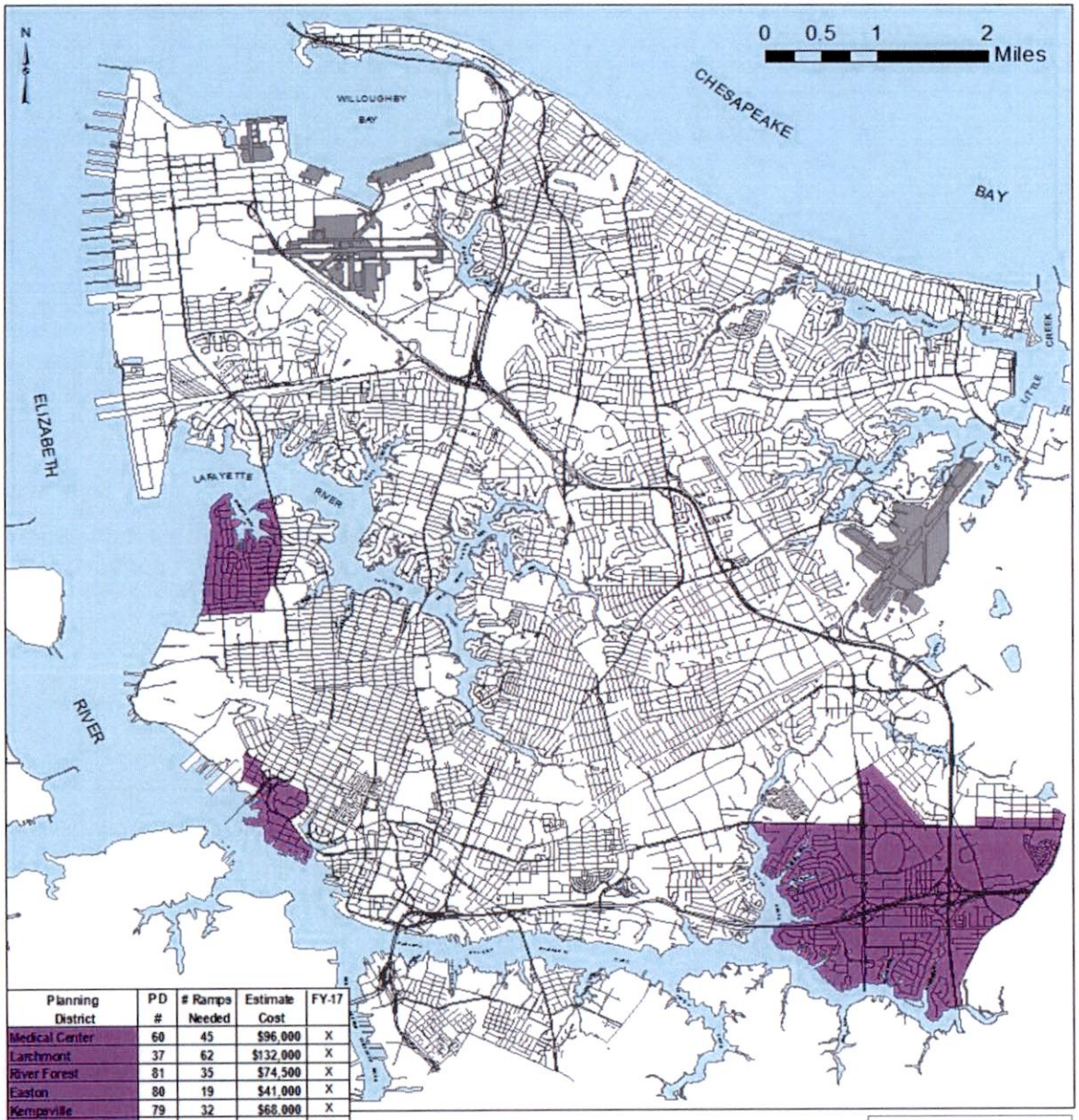
Plan of Proposed At-Grade Intersection

Revenue Sharing Project: FY2017 ADA Ramps
Executive Summary

Project Location: Construction of ADA ramps will take place in Wards 2 and 4 - (Super Wards 6 and 7 respectively). Within Ward 2, construction will take place at the Eastern Virginia Medical Center and Larchmont. Within Ward 4, construction will take place in River Forest, Easton, Kempsville, Janaf-Military Center, Glenrock, and Poplar Hall.

Project Overview: This proposed project will include the addition or replacement of ADA-compliant ramps, and new sidewalk to connect ramps.

Total Project Costs: $500,000



Planning District	PD #	# Ramps Needed	Estimate Cost	FY-17
Medical Center	60	45	$96,000	X
Larchmont	37	62	$132,000	X
River Forest	81	35	$74,500	X
Easton	80	19	$41,000	X
Kempsville	79	32	$68,000	X
Janaf-Military Center	87	1	$2,500	X
Glenrock	85	22	$47,000	X
Poplar Hall	84	18	$39,000	X
Total		234	$500,000	

Department of Public Works
City of Norfolk
THIS MAP IS FOR GRAPHIC PURPOSES ONLY

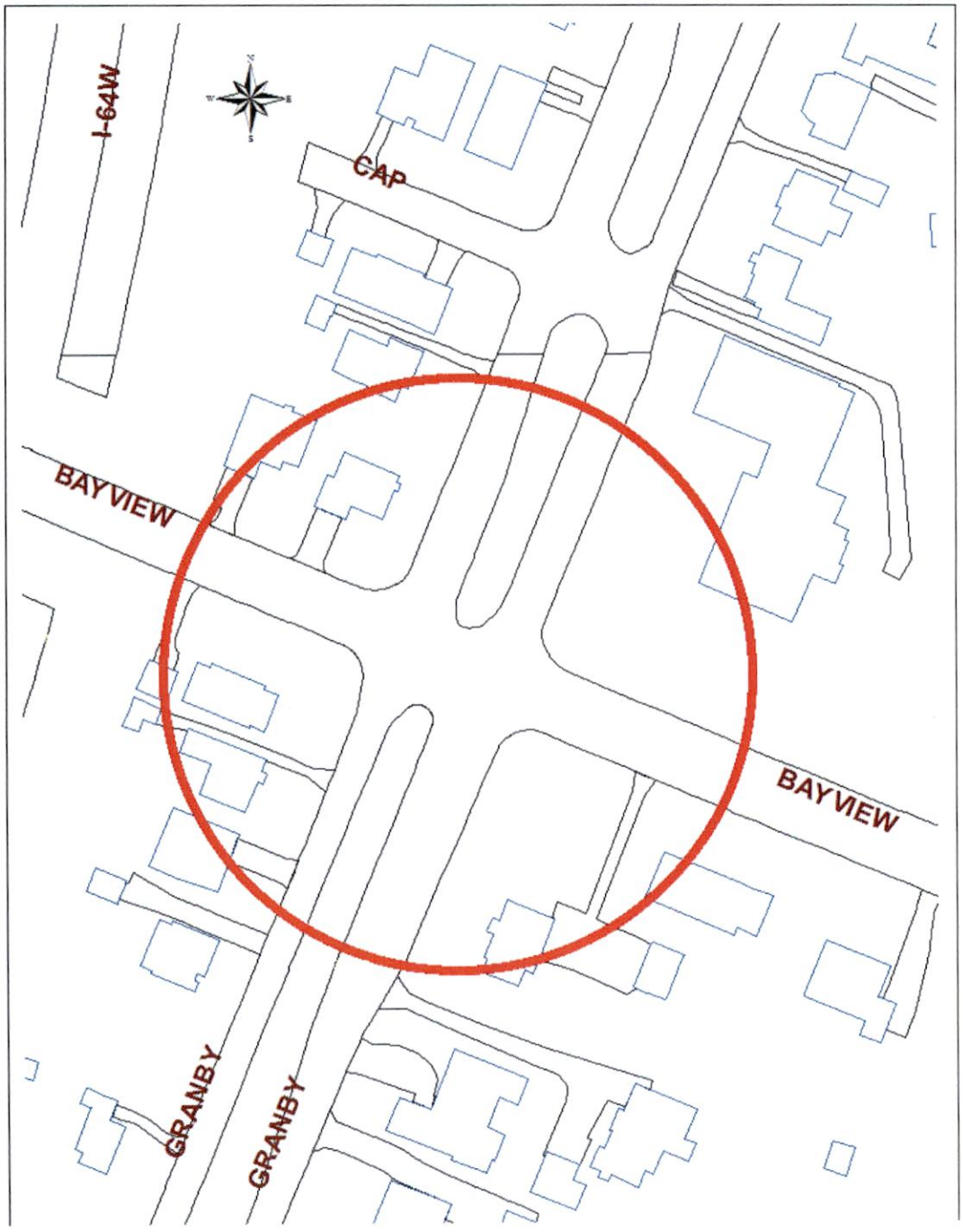
It was created by the Division of Operation-Engineering and Environmental Management
Date: 7/5/2016

Revenue Sharing Project: Granby Street/Bayview Boulevard Intersection Improvements
Executive Summary

Project Location: Construction will take place at the intersection of Granby Street and Bayview Boulevard.

Project Overview: The proposed project will improve safety at this intersection by making traffic signal upgrades, including signal poles and installing new street lighting. Also added will be signalized pedestrian and ADA-compliant features. Finally, improvements will be made to signage and pavement markings.

Total Project Costs: $500,000



City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

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

Subject: **Special Exception for an Entertainment Establishment at 2409 Fawn Street – Collector Norfolk**

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

Ward/Superward: 3/7

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 for an Entertainment Establishment

IV. **Applicant: Collector Norfolk**

V. **Description:**

- The establishment is proposed within a portion of an industrial building located along the west side of Fawn Street, between E. 23rd and E. 25th Streets.
- The applicant proposes to operate a banquet hall facility.

	Proposed
Hours of Operation	12:00 noon until 10:00 p.m., Friday through Sunday
Hours for Alcoholic Beverages and for Entertainment	Same
Capacity	Entertainment Plan: • 70 seats • 80 total capacity No Entertainment: • 144 seats • 150 total capacity

Entertainment Options	• Five-member live band • Disc Jockey • Karaoke • Comedian • Poetry Reading

VI. Parking

- The proposed entertainment establishment is required to accommodate 22 off-street parking spaces.
  - The site is able to accommodate the required parking with a parking lease agreement from the Herald Of His Coming C.O.G.I.C. church located on the west side of Fawn Street between E. 26th and E. 27th Streets, which is located less than 500 feet walking distance from Collector Norfolk, directly one block north of this site.
  - The lease agreement is for 22 parking spaces at the church overflow lot, with permission to lease more spaces upon request if needed.
  - The primary hours of operation for the church do not conflict with the primary hours of operation for Collector Norfolk.
- A condition has been added to the special exception stating that the special exception shall terminate in the event that the lease securing the 22 parking spaces is terminated or otherwise altered such that any of the parking spaces required by this condition are no longer secured for the use and benefit of the establishment.

VII. Historic Resources Impacts

The building is a contributing structure within the Norfolk & Western Railroad Historic District, which is a National and State registered historic district.

VIII. Public Schools Impacts

This site is located within the Lindenwood Elementary School, The Academy for Discovery at Lakewood, and Granby High School Attendance Zones.

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

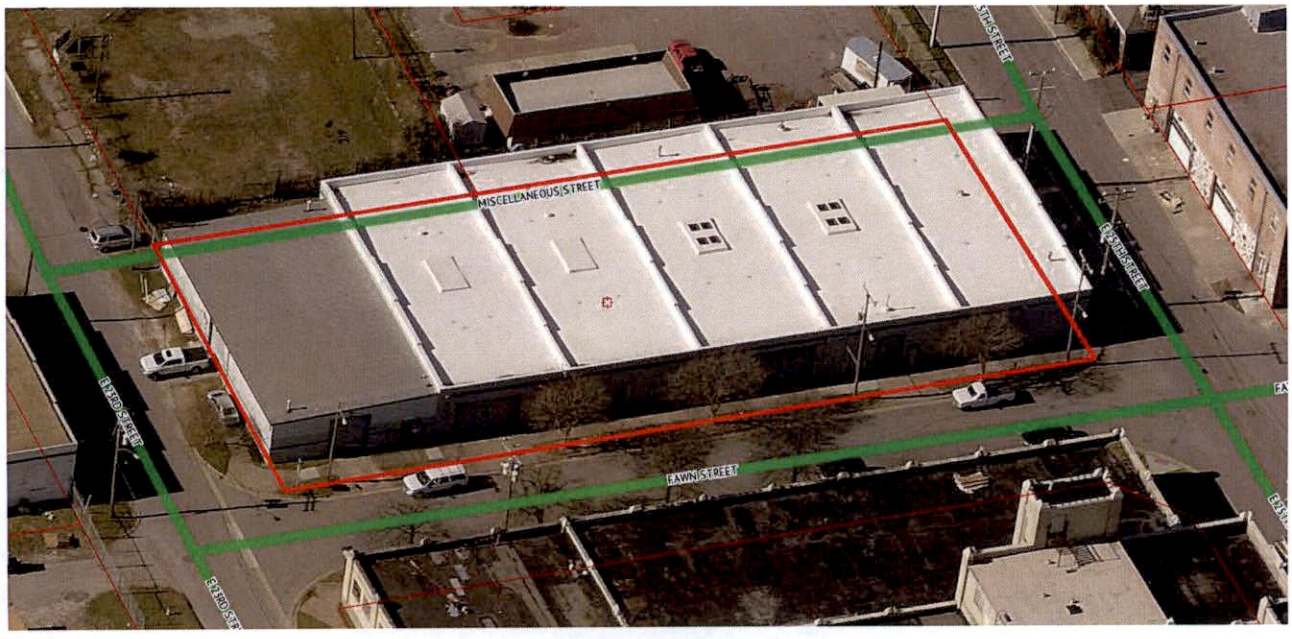
Attachments:

- Proponents and Opponents
- Staff Report to CPC dated August 25, 2016 with attachments
- Letter of support – Villa Heights Civic League
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: August 25, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Matthew Simons, AICP, CZA, CFM

Staff Report	**Item No. 6**	
Address	**2409 Fawn Street**	
Applicant	**Collector Norfolk**	
Request	**Special Exception**	**Entertainment Establishment**
Property Owner	Gordinitch Properties, LLC	
Site Characteristics	Building Area/Space	24,000 sq. ft./3,792 sq. ft.
	Future Land Use Map	Industrial
	Zoning	I-2 (Light Industrial)
	Neighborhood	Villa Heights
	Character District	Traditional
Surrounding Area	North	I-2 and C-2 (Corridor Commercial): Owen's wholesale distribution, Five Points Farmer's Market, and Fawn Street Artists' Studios
	East	I-2: Surface Technologies Corp; commercial and industrial equipment repair
	South	I-2: Sign contractors, landscape services, pallet recycling yard
	West	I-2: Vacant industrial properties



A. Summary of Request

- The establishment is proposed within a portion of an industrial building located along the west side of Fawn Street, between E. 23rd and E. 25th Streets.
- The applicant proposes to operate a banquet hall facility.

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 located in the I-2 district, which permits the proposed use by special exception.

	Proposed
Hours of Operation	12:00 noon until 10:00 p.m., Friday through Sunday
Hours for Alcoholic Beverages and for Entertainment	Same
Capacity	Entertainment Plan: • 70 seats • 80 total capacity No Entertainment: • 144 seats • 150 total capacity
Entertainment Options	• Five-member live band • Disc Jockey • Karaoke • Comedian • Poetry Reading

ii. Parking

- The site is located within the Traditional Character District, which requires one parking space per 175 square feet for new entertainment establishments.
- Given the proposed entertainment establishment is 3,792 square feet, it is required to accommodate 22 off-street parking spaces.
  - The site is able to accommodate the required parking with a parking lease agreement from the Herald Of His Coming C.O.G.I.C. church located on the west side of Fawn Street between E. 26th and E. 27th Streets, which is located less than 500 feet walking distance from Collector Norfolk.
  - The lease agreement is for 22 parking spaces at the church overflow lot, with permission to lease more spaces upon request if needed.

- The primary hours of operation for the church do not conflict with the primary hours of operation for Collector Norfolk.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that that this proposed banquet hall will generate 725 new vehicle trips per day on the three days per week that the facility will be open.
- Church Street near the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit service with Hampton Roads Transit bus route 3 (Chesapeake) operating near the site.
- Fawn 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 a contributing structure within the Norfolk & Western Railroad Historic District, which is a National and State registered historic district.

F. Public Schools Impacts

The site is located in the Lindenwood Elementary School, Norview Middle School, and Granby 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

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

J. Payment of Taxes

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

K. Civic League

Notice was sent to the Villa Heights, Lindenwood/Barraud Park/Cottage Heights, and Olde Huntersville Civic Leagues on July 16.

L. Communication Outreach/Notification

- Legal notice was posted on the property on July 12.
- Letters were mailed to all property owners within 300 feet of the property on August 12.
- Legal notification was placed in *The Virginian-Pilot* on August 11 and 18.

M. Recommendation

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

(a) The hours of operation for the establishment, for the sale of alcoholic beverages, and for entertainment shall be limited to 12:00 noon until 10:00 p.m., Friday through Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) At times when no disc jockey and no dance floor are provided, seating for the establishment shall not be less than 70 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 150 people. At times when a disc jockey or dance floor are provided, seating for the establishment shall not be less than 70 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 80 people. The use authorized by this special exception shall not commence until a certificate of occupancy reflecting these limits has been issued by the Department of Planning.

(c) At all times that the property is used in the manner permitted by this Special Exception, a fully executed lease agreement must be in effect which provides for no fewer than 22 off-street vehicular parking spaces located within a walking distance of 500 feet, as measured along a convenient pedestrian route, to be used for the benefit of the establishment. A copy of the lease agreement securing this parking, including all amendments, shall be provided to the Zoning Administrator to be placed on file with the Department of City Planning. This special exception shall terminate in the event that the lease securing these spaces is terminated or otherwise altered such that any of the parking spaces required by this condition are no longer secured for the use and benefit of the establishment, provided that such termination shall not be effective until 90 days after the date upon which the parking lease was terminated or otherwise altered.

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

granted showing the new owner, whichever is earlier. Notwithstanding the above, no violation of this condition shall be deemed to have occurred if the only change in management is a result of one or more of the members of the management team identified in the Description of Operations ceasing to work at the establishment.

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

(f) The dance floor shall not exceed 120 square feet and shall be located as indicated on the basic floor plan attached hereto and marked as "Exhibit B." The dance floor shall be constructed of a different material than the primary floor material.

(g) The layout of the establishment shall adhere to the specifications of the floor plans attached hereto and marked as "Exhibit B." Any tables, chairs, booths, stools or other movable furniture may be relocated provided that it remains only within the shaded areas and the unshaded accesses, aisles, and other areas shown on the floor plans remain unobstructed.

(h) No door to the establishment which opens onto or faces a public right-of-way shall be propped open during any time that entertainment is being provided.

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

(j) The establishment shall remain current on all food and beverages taxes and business personal property taxes which may become due while it is in operation.

(k) No public telephone(s) shall be permitted on the exterior of the property. Any public phone(s) on the interior of the building shall be located in an area within full view of the establishment's staff and shall not be permitted within any restroom.

(l) 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.

(m) The establishment shall maintain a designated driver program which shall provide, at minimum, that designated drivers may be served non-alcoholic beverages at no charge. The establishment shall describe the program in writing

and its availability shall be made known to patrons via either a printed card placed on each table and on the bar or a description printed on the menu.

(n) 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.

(o) 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.

(p) 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.

(q) 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.

(r) An ABC manager, employed and compensated by the applicant, shall be present at all events held on the premises. This manager shall supervise the event at all times. The ABC manager shall be present on the premises at least one hour prior to the beginning of the event and shall remain on the premises until the event is concluded and the establishment is secured and locked. If alcohol is not served or consumed, a responsible supervisor, employed and compensated by the applicant, shall perform this function.

(s) In addition to the ABC manager or supervisor the applicant shall provide such additional paid staff as may be necessary to coordinate, supervise, and manage any event held on the premises.

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

(u) A binder or folder containing documentation relating to the operation of the establishment shall be kept on the premises at all times and shall be produced upon request made by any person. For purposes of this section, the documentation relating to the operation of the establishment shall include copies of the following:

(1) This special exception;
(2) Any ABC license(s);
(3) Any occupancy permit(s);
(4) Certifications of all persons who work on the premises as a security guard;
(5) All fire code certifications, including alarm and sprinkler inspection records;
(6) Any health department permit(s);
(7) The emergency action plan required under the Fire Prevention Code;
(8) The names, addresses, and phone numbers of all persons who manage or supervise the establishment at any time;
(9) The establishment's designated driver program; and
(10) The establishment's Security Plan.

(v) The business shall provide in-house security or retain the services of a licensed security firm to provide security services at a rate of one security guard per 50 guest occupants on the property whenever occupancy shall exceed 120 people or when otherwise required by at least 36 hours prior written notice of the Fire Marshal, Chief of Police, or any designee of either. After 8:00 p.m. each Friday and Saturday as well as during special events, a security supervisor certified either in the Responsible Hospitality Training course offered by the City of Norfolk or in accordance with the requirements of the Virginia Department of Criminal Justice Services shall be present on the property.

(w) The written security plan submitted to the City as part of the application for this special exception and on file with the Department of Planning shall remain in full force and effect at all times while the establishment is in operation.

Attachments

Location Map
Zoning Map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
Notice to the Villa Heights, Lindenwood/Barraud Park/Cottage Heights, and Olde Huntersville Civic Leagues
Letter of support – Villa Heights Civic League

Proponents and Opponents

Proponents

Catherine Meadows – Applicant
2409 Fawn Street
Norfolk, VA 23504

Ryan Meadows – Applicant
2409 Fawn Street
Norfolk, VA 23504

Janet M. Stokley – Property Owner
Gordinitch Properties, LLC
5405 Nature Lane
Virginia Beach, VA 23455

Opponents

None

08/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN ENTERTAINMENT ESTABLISHMENT WITH ALCOHOLIC BEVERAGES KNOWN AS "COLLECTOR NORFOLK" ON PROPERTY LOCATED AT 2409 FAWN STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted to Ryan Meadows authorizing the operation of an entertainment establishment with alcoholic beverages named "Collector Norfolk" on property located at 2409 Fawn Street. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 40 feet, more or less, along the western line of Fawn Street beginning 80 feet, more or less, from the southern line of East 25th Street and extending southwardly; premises numbered 2409 Fawn Street.

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

(a) The hours of operation for the establishment, for the sale of alcoholic beverages, and for entertainment shall be limited to 12:00 noon until 10:00 p.m., Friday through Sunday and closed Monday through Thursday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) At times when no disc jockey and no dance floor are provided, seating for the establishment shall not be less than 70 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 150 people. At times when a disc jockey or dance floor are provided, seating for the establishment shall not be less than 70 seats indoors, no seats outdoors, and the

total occupant capacity, including employees, shall not exceed 80 people. The use authorized by this special exception shall not commence until a certificate of occupancy reflecting these limits has been issued by the Department of Planning.

(c) At all times that the property is used in the manner permitted by this Special Exception, a fully executed lease agreement must be in effect which provides for no fewer than 22 off-street vehicular parking spaces located within a walking distance of 500 feet, as measured along a convenient pedestrian route, to be used for the benefit of the establishment. A copy of the lease agreement securing this parking, including all amendments, shall be provided to the Zoning Administrator to be placed on file with the Department of City Planning. This special exception shall terminate in the event that the lease securing these spaces is terminated or otherwise altered such that any of the parking spaces required by this condition are no longer secured for the use and benefit of the establishment, provided that such termination shall not be effective until 90 days after the date upon which the parking lease was terminated or otherwise altered.

(d) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation or management of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever is earlier. Notwithstanding the above, no violation of this condition shall be deemed to have occurred if the only change in management is a result of one or more of the members of the management team identified in the Description of Operations ceasing to work at the establishment.

(e) Entertainment shall be limited to live bands having no more than five members, karaoke, comedian, poetry reading, and disc jockey. No other form of

entertainment is permitted.

(f) The dance floor shall not exceed 120 square feet and shall be located as indicated on the basic floor plan attached hereto and marked as "Exhibit B." The dance floor shall be constructed of a different material than the primary floor material.

(g) The layout of the establishment shall adhere to the specifications of the floor plans attached hereto and marked as "Exhibit B." Any tables, chairs, booths, stools or other movable furniture may be relocated provided that it remains only within the shaded areas and the unshaded accesses, aisles, and other areas shown on the floor plans remain unobstructed.

(h) No door to the establishment which opens onto or faces a public right-of-way shall be propped open during any time that entertainment is being provided.

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

(j) The establishment shall remain current on all food and beverages taxes and business personal property taxes which may become due while it is in operation.

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

(l) 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.

(m) 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.

(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) 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.

(p) 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.

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

(r) A binder or folder containing documentation relating to the operation of the establishment shall be kept on the premises at all times and shall be produced upon request made by any person. For purposes of this section, the documentation

relating to the operation of the establishment shall include copies of the following:

(1) This special exception;

(2) Any ABC license(s);

(3) Any occupancy permit(s);

(4) Certifications of all persons who work on the premises as a security guard;

(5) All fire code certifications, including alarm and sprinkler inspection records;

(6) Any health department permit(s);

(7) The emergency action plan required under the Fire Prevention Code;

(8) The names, addresses, and phone numbers of all persons who manage or supervise the establishment at any time; and

(9) The establishment's Security Plan.

(s) The business shall provide in-house security or retain the services of a licensed security firm to provide security services at a rate of one security guard per 50 guest occupants on the property whenever occupancy shall exceed 120 people or when otherwise required by at least 36 hours prior written notice of the Fire Marshal, Chief of Police, or any designee of either. After 8:00 p.m. each Friday and Saturday as well as during special events, a security supervisor certified either in the Responsible Hospitality Training course offered by the City of Norfolk or in accordance with the requirements of the Virginia Department of Criminal Justice Services shall be present on the property.

(t) The written security plan submitted to the City as part of the application for this special exception and on file with the Department of Planning shall remain in full force and effect at all times while the establishment is in operation.

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

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

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

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

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

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

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

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

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

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

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

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

Section 4:- That the Special Exception granted hereby amends the previously granted special exception permitting an entertainment establishment on this property, and all provisions and conditions previously approved are entirely superseded by the terms of this Special Exception.

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

ATTACHMENTS:
Exhibit A (4 pages)
Exhibit B (2 pages)

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

Date 7/10/16

Trade name of business COLLECTOR NORFOLK

Address of business 2909 FAWN STREET, NORFOLK, VA 23504

Name(s) of business owner(s)* RYAN MEADOWS

Name(s) of property owner(s)* JANET STOKLEY

Name(s) of business manager(s)/operator(s) Ryan Meadows, Catherine Meadows

Daytime telephone number (757) 613-2826

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

1. Proposed Hours of Operation:

Facility			Alcoholic Beverage Sales and Entertainment		
Weekday	From _____	To _____	Weekday	From _____	To _____
Friday	From NOON	To 10 PM	Friday	From noon	To 10 PM
Saturday	From NOON	To 10 PM	Saturday	From noon	To 10 PM
Sunday	From NOON	To 10 PM	Sunday	From noon	To 10 PM

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

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

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

Exhibit A – Page 2
Entertainment Establishment

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

4a If yes, please describe type and number of each game to be provided:

_____

_____

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

5a. If yes, why:

_____

_____

5b. Which days of the week will there be a cover charge (circle all applicable days):

Monday Tuesday Wednesday Thursday Friday
Saturday Sunday

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

6a. If yes, explain:
PRIVATE EVENTS, SUCH AS: MEETINGS, LIFE CELEBRATIONS, ETC.

_____

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

7a. If yes, explain:

_____

_____

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

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

_____

_____

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

_____

Signature of Applicant

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

Exhibit A – Floor Plan(s) Worksheet
Entertainment Establishment

- Complete this worksheet based for each floor plan submitted with application.
- Floor plan(s) must be prepared by a registered design professional and include:
  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Disc Jockey/Band/Entertainment area)
  - Outdoor seating
  - Total maximum capacity (including employees)

1. Total capacity

	Option A (no entertainment)	Option B (entertainment)
a. Indoor		
Number of seats (not including bar seats)	144	70
Number of bar seats	—	ø
Standing room	—	ø
b. Outdoor		
Number of seats	N/A	N/A
c. Number of employees	6	5
		Band 5
Total Occupancy (Indoor/Outdoor seats, standing room and employees) =	150	Total: 80

2. Entertainment
List ANY type of entertainment proposed other than a 5 member live band, karaoke, comedian, or poetry reading.

NA Disc Jockey.

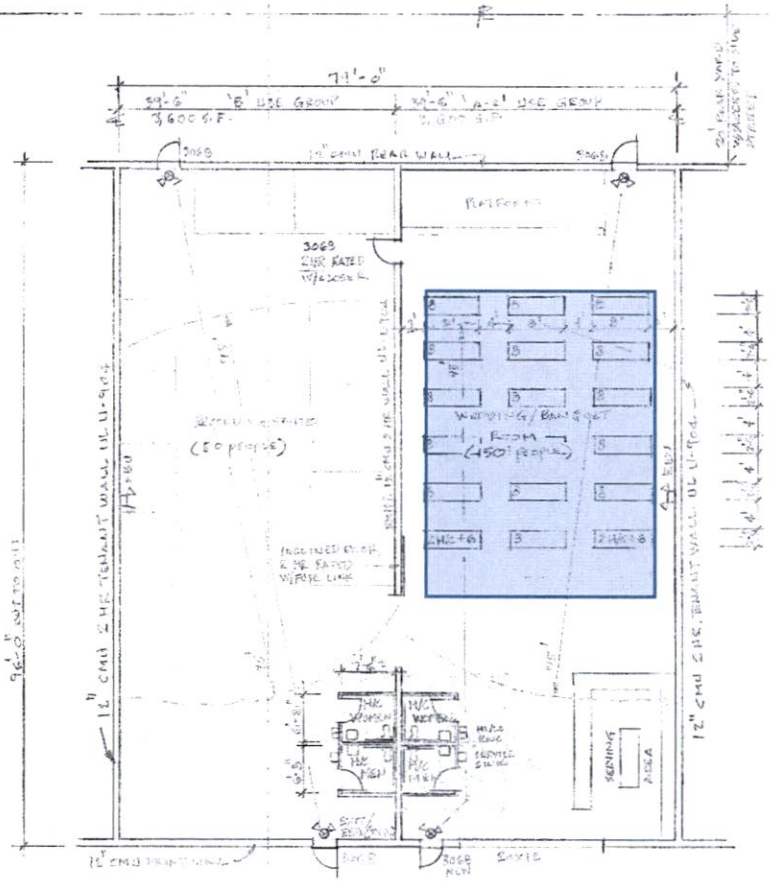
3. Will a dance floor be provided?
☐ Yes ☒ No

3a. If yes,
Square footage of establishment 3,600
Square footage of dance floor 120

- If a disc jockey is proposed, a dance floor must be provided.
- If the dance floor is more than 10% of the square footage of the establishment, a Dance Hall permit is required.

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

Exhibit B



FLOOR PLAN
SCALE: 1/8"=1'-0"

TABLES:

16 X 8	=	128
2 HR X 2	=	4
2 @ 6 X 2	=	12
STAFF	=	6
TOTAL	=	150 PEOPLE

BANQUET SEATING LAYOUT

Building Code Statement:

1. This Project was designed as per the requirements of the 2012 Edition of the Virginia Construction Code.
2. Use Group: A-2 and B non separated use groups.
3. Construction Class: III-B with 12" thick masonry walls at front and rear walls and tenant separation walls that would rate as 2 hours meeting UL U-904.
4. Building Area: 7,200 sq.ft. (3,600 S.F. 'B') (3,600 S.F. 'A-2')
5. Scope: This building is to be used as a photographic studio ('B' Use Group) and for weddings and banquet facilities (A-2 Use Group)
6. Occupant load: A-2 Use = 150 people. B Use = 50 people. people.
7. Toilet Facilities Provided:

	B Use	
Water closets	women	1 x 25 people
	men	1 x 25 people
	A Use	
	women	1 x 75 people
	men	1 x 75 people

8. This building does not have a sprinkler system. Building has 3 exits with a net open area of 102". At 0.2" per occupant per person will allow 510 people per Section 1005.3.2. MAX. TRAVEL DISTANCE TO EXIT IS 75' PER TABLE 1014.3.

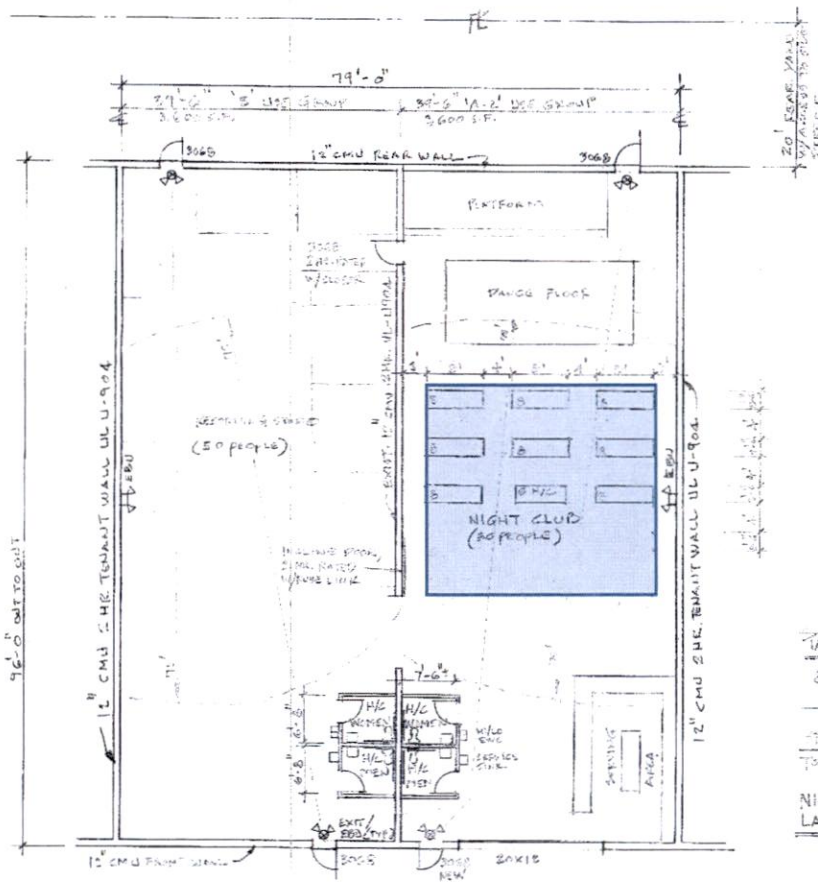
COMMONWEALTH OF VIRGINIA
5/18/16
VIRGINIA S. TRAVERS, JR.
LIC. No. 4347
ARCHITECT

REVISIONS	BY
5/19/16	SV

Verebely & Associates, Architects
Chesapeake Virginia

FLOOR PLAN AND NOTES
PHOTO STUDIO - WEDDING BANQUET CENTER
COLLECTOR PRODUCTIONS
2409 FAWN STREET
NORFOLK, VA.

Date 16 MAY 16
Scale ——
Drawn VERB
Job 16-22
Sheet 1 of 1 Sheets



FLOOR PLAN
SCALE: 1/8" = 1'-0"

TABLES:

8 × 8 =	64 SEATS
1 × 6 1/2 =	6 SEATS
	70 SEATS
STAFF/BAND	10 —
TOTAL OCCUP.	80 PEOPLE

NIGHT CLUB SEATING LAYOUT

Building Code Statement:

1. This Project was designed as per the requirements of the 2012 Edition of the Virginia Construction Code.
2. Use Group: A-2 and B non separated use groups.
3. Construction Class: III-B with 12" thick masonry walls at front and rear walls and tenant separation walls that would rate as 2 hours meeting UL U-904.
4. Building Area: 7,200 sq.ft. (3,600 S.F. 'B' USE) (3,600 S.F. 'A-2' USE)
5. Scope: This building is to be used as a photographic studio ('B' Use Group) and for NIGHT CLUB facilities ('A-2 Use Group).
6. Occupant load: A-2 Use = 80 people. B Use = 50 people.
7. Toilet Facilities Provided: (NIGHT CLUB SEATING LAYOUT)

	B Use	
Water closets	women	1 x 25 people
	men	1 x 25 people
	A Use	
	women	1 x 40 people
	men	1 x 40 people

8. This building does not have a sprinkler system. Building has 4 exits with a net open area of 144". At 0.2" per occupant per person will allow 720 people per Section 1005.3.2. MAX. TRAVEL DISTANCE TO EXIT IS 75' PER TABLE 1014.3.

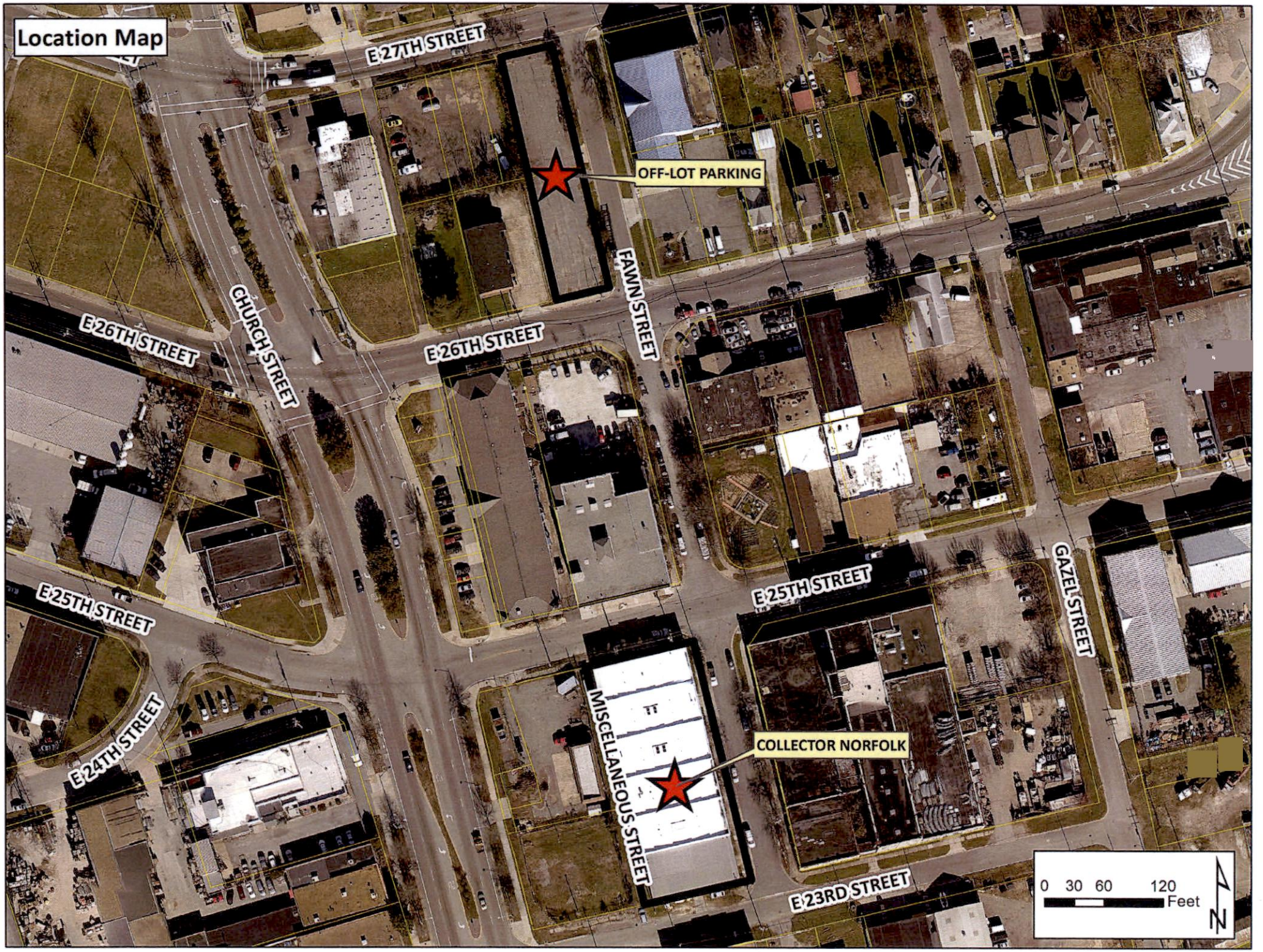
COMMONWEALTH OF VIRGINIA
5/18/16
VIRGINIA B. VEREBELY, JR.
LIC. No. 4347
ARCHITECT

REVISIONS	BY
6/28/16	BV
8/15/16	BV
8/18/16	BV
8/19/16	BV

Verebely & Associates, Architects
Chesapeake Virginia

FLOOR PLAN AND NOTES
SEATING LAYOUT
RECORDING STUDIO - WEDDING BANQUET CENTER
COLLECTOR PRODUCTIONS
2409 FAWN STREET
NORFOLK, VA.

Date 18 MAY 16
Scale —
Drawn VERB
Job 16-22
Sheet 1 of 1 Sheets


Location Map
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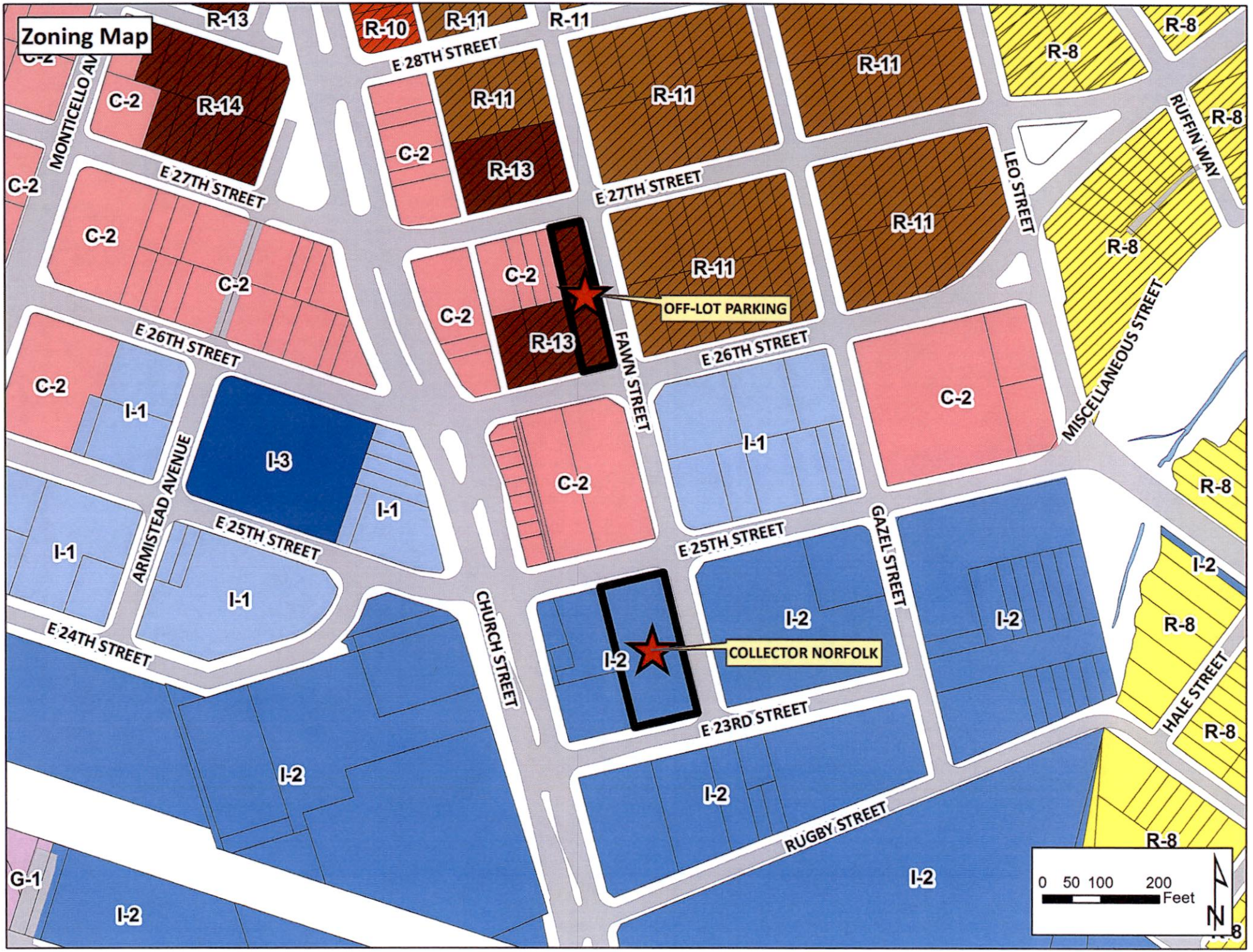
Zoning Map
OFF-LOT PARKING
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LEO STREET
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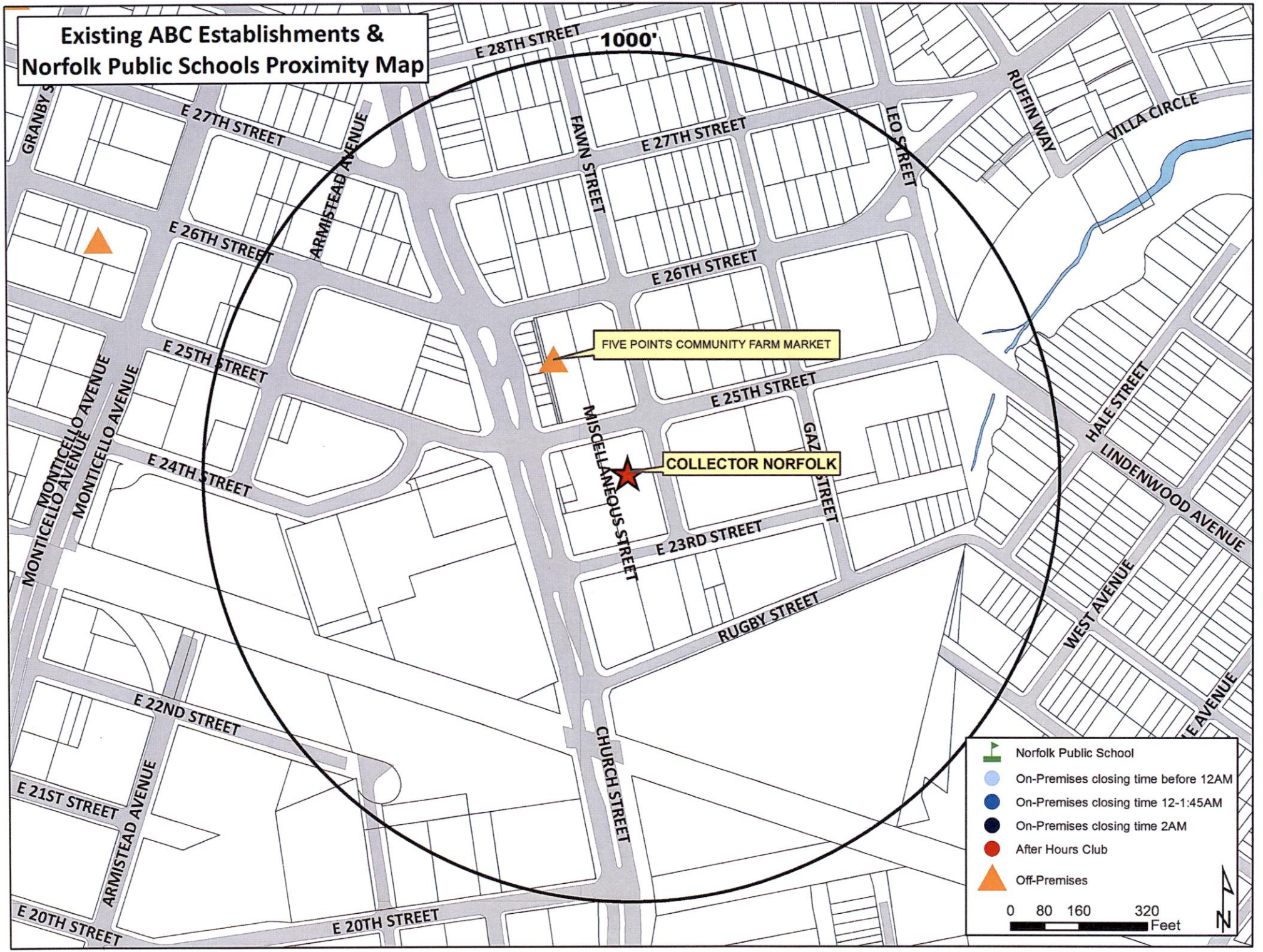
Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
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E 27TH STREET
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E 23RD STREET
E 22ND STREET
E 21ST STREET
E 20TH STREET
GRANBY S
ARMISTEAD AVENUE
FAWN STREET
LEO STREET
RUFFIN WAY
VILLA CIRCLE
MONTICELLO AVENUE
MONTICELLO AVENUE
MONTICELLO AVENUE
MISCELLANEOUS STREET
GAZ STREET
HALE STREET
LINDENWOOD AVENUE
WEST AVENUE
RUGBY STREET
CHURCH STREET
FIVE POINTS COMMUNITY FARM MARKET
COLLECTOR NORFOLK
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
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APPLICATION
ADULT USE SPECIAL EXCEPTION
ENTERTAINMENT ESTABLISHMENT
(Please Print)

Date 7/10/16

DESCRIPTION OF PROPERTY

Address 2409 FAWN STREET, NORFOLK, VA 23504

Existing Use of Property MEDIA SERVICES

Proposed Use ADDITIONALLY PRIVATE EVENTS

Current Building Square Footage 3,792

Proposed Building Square Footage 3,792

Trade Name of Business (If applicable) COLLECTOR NORFOLK

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

1. Name of applicant: (Last) MEADOWS (First) RYAN (MI) F

Mailing address of applicant (Street/P.O. Box): 317 WIMBLEDON CHASE APT. B

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

Daytime telephone number of applicant (757) 613-2826 Fax ( )

E-mail address of applicant: RYAN@COLLECTORPRODUCTIONS.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) _____ (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) STOKLEY (First) JANET (MI) M

Mailing address of property owner (Street/P.O. box): 610 W 24th St.

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

Daytime telephone number of owner (757) 681-4458 email: GORDINITCHPROP[redacted]@GMAIL.COM

CIVIC LEAGUE INFORMATION

Civic League contact: LANA PRESSLEY

Date(s) contacted: LAST CONTACT: JULY 5, 2016 (EMAIL ATTACHED

Ward/Super Ward information: _____

CIVIC LEAGUE INFORMATION

Civic League contact: Lana Pressley

Date(s) contacted: last contact June 13

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: Janet M Stakley **Sign:** [signature] 6/7/16
(Property Owner or Authorized Agent of Signature) (Date)
Goodnotch Properties, LLC

Print name: Ryan Meadows **Sign:** [signature] 6/13/2016
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

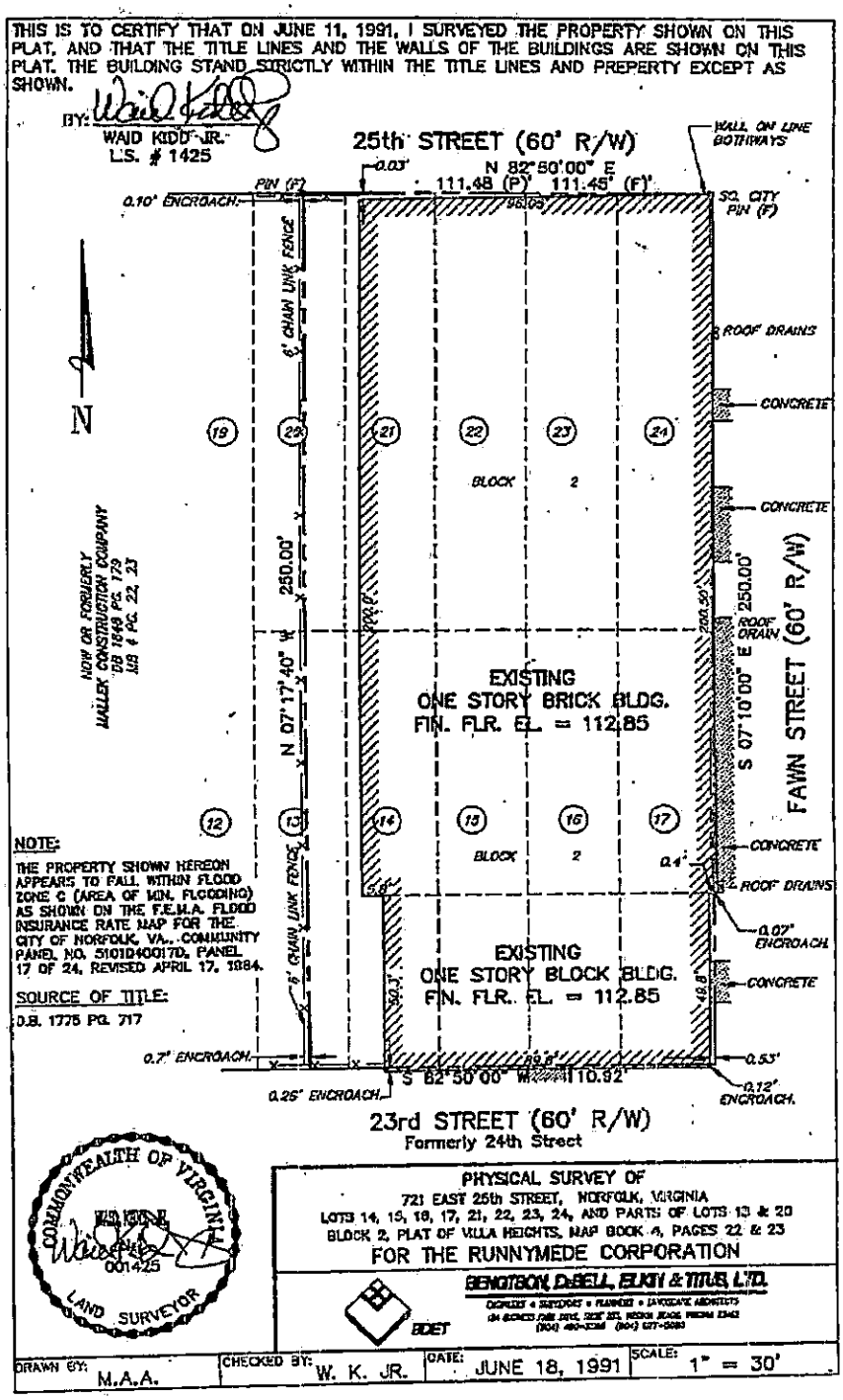
Print name: _____ **Sign:** _____ / _____ / _____
(Authorized Agent Signature) (Date)

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

S.L. NUSBAUM Realty Co.
Since 1906.

22,689 SF Multi-Tenant Flex Property Located in Midtown Commerce Center

721 E. 25th Street
Norfolk, Virginia 23504



Bill Overman, III, CCIM | 757.640.2254 | 757.478.2743 | boverman@slnusbaum.com
Stephanie Sanker, CCIM, SIOR, Vice President | 757.640.2290 | 757.679.1065 | ssanker@slnusbaum.com
slnusbaum.com

COLLECTOR

2409 Fawn Street, Norfolk, VA 23504
Owner: Ryan Meadows | Phone: 757.613.2826

SECURITY PLAN

Goals:

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

Security Team:

A total of up to (3) Collector representative will remain on site during event hours to monitor the security of the building and its guests. They will insure the safety of individuals and the building.

General Duties and Responsibilities:

- Each Collector Staff responsible for the security of an event will be trained to set up and control queuing in accordance with any floor plans approved through the City's special exception process. All members shall work in concert to maintain order within the facility and outside in the immediate surroundings so as to prevent any activity which would interfere with the quiet enjoyment of nearby property owners or leaseholders.
- Enforce occupancy limits in accordance with any floor plans approved through the City's special exception process.
- Rove entire venue during operating hours to ensure patron flow and maintenance of open aisles and clear pathways to exits.
- Liaison to state and city enforcement officers and emergency responders.
- During emergency evacuation, direct patrons out of exits and to a location far enough from the building to be safe and to allow room for other patrons to continue to move away from the building and assemble.
- Maintain security presence in restroom corridor.
- Identify and address hazards as they arise throughout the facility.

- **Parking:** Limited Parking is provided to guests. Once those spaces are taken individuals are responsible for locating street parking. Collector will make every effort to maintain security on its grounds but will not be held responsible for activities/events/accidents occurring off premises.

- **Integration:** Collector will cooperate and support the presence and work of law enforcement on its property. Collector will do its best to work with neighboring establishments to address issues which might come up between businesses or in the public areas immediately adjacent to the businesses.

It is the duty the Collector Security Representative to protect the establishment, its patrons and employees from any and all perceived and real threatening situations.

Simons, Matthew

From:	Straley, Matthew
Sent:	Wednesday, July 13, 2016 12:38 PM
To:	'villaheightscivicleague@gmail.com'; 'kpmceachin@cox.net'; 'beagthompson@gmail.com'
Cc:	Johnson, Mamie; Williams, Angelia M.; Wilson, Denise; Simons, Matthew
Subject:	new Planning Commission application - 2409 Fawn St
Attachments:	Collector Norfolk.pdf

Ms. Pressley, Mr. McEachin, Ms. Garvin-Thompson:

Attached please find the application for a special exception to operate an entertainment establishment with alcoholic beverages at 2409 Fawn Street.

The item is tentatively scheduled for the August 25, 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

To: VILLA HEIGHTS CIVIC LEAGUE
Subject: RE: FW: new Planning Commission application - 2409 Fawn St

Thanks Ms. Pressley, I'll let the Planning Commission know.

Matthew Simons, AICP, CZA, CFM
City Planner II

757-664-4750

From: VILLA HEIGHTS CIVIC LEAGUE [mailto:villaheightscivicleague@gmail.com]
Sent: Wednesday, August 10, 2016 8:14 AM
To: Simons, Matthew
Subject: Re: FW: new Planning Commission application - 2409 Fawn St

Matthew,

We have no worries with the application for Collectors.

On Sun, Aug 7, 2016 at 1:40 PM, Simons, Matthew <Matthew.Simons@norfolk.gov> wrote:

Ms. Pressley,

I hope all is well with you and your family.

I wanted to touch base with you to confirm that there were no outstanding concerns amongst the Villa Heights Civic League and the upcoming Special Exception application by Collector Norfolk.

Is there anything that you would like me to specific relay to the Planning Commission?

Thanks,

Matthew Simons, AICP, CZA, CFM

City Planner II

757-664-4750

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

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

Subject: **Special Exception for an Entertainment Establishment at 4416 Monarch Way – Borjo Coffeehouse**

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

Ward/Superward: 2/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-03

I. **Staff Recommendation: Approval.**

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

III. **Request:** Special Exception for an Entertainment Establishment

IV. **Applicant: Borjo Coffeehouse**

V. **Description:**

- This request would allow a change of ownership for the existing entertainment establishment.
- The applicant proposes to operate this establishment in the same manner as the previous owner.

	Previous	Proposed
Hours of Operation	6:30 a.m. until 2:00 a.m., Monday through Friday 7:00 a.m. until 2:00 a.m., Saturday and Sunday	Same
Hours for the Sale of Alcoholic Beverages	11:00 a.m. until 2:00 a.m., Seven days a week	Same
Seating Capacity	48 seats indoors 28 seats outdoors 80 total capacity	Same
Entertainment	• art openings • poetry readings • acoustic music • 4 member live band	Same

VI. **Historic Resources Impacts**

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

VII. **Public Schools Impacts**

This site is located within the Larchmont 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 August 25, 2016 with attachments
- Ordinance

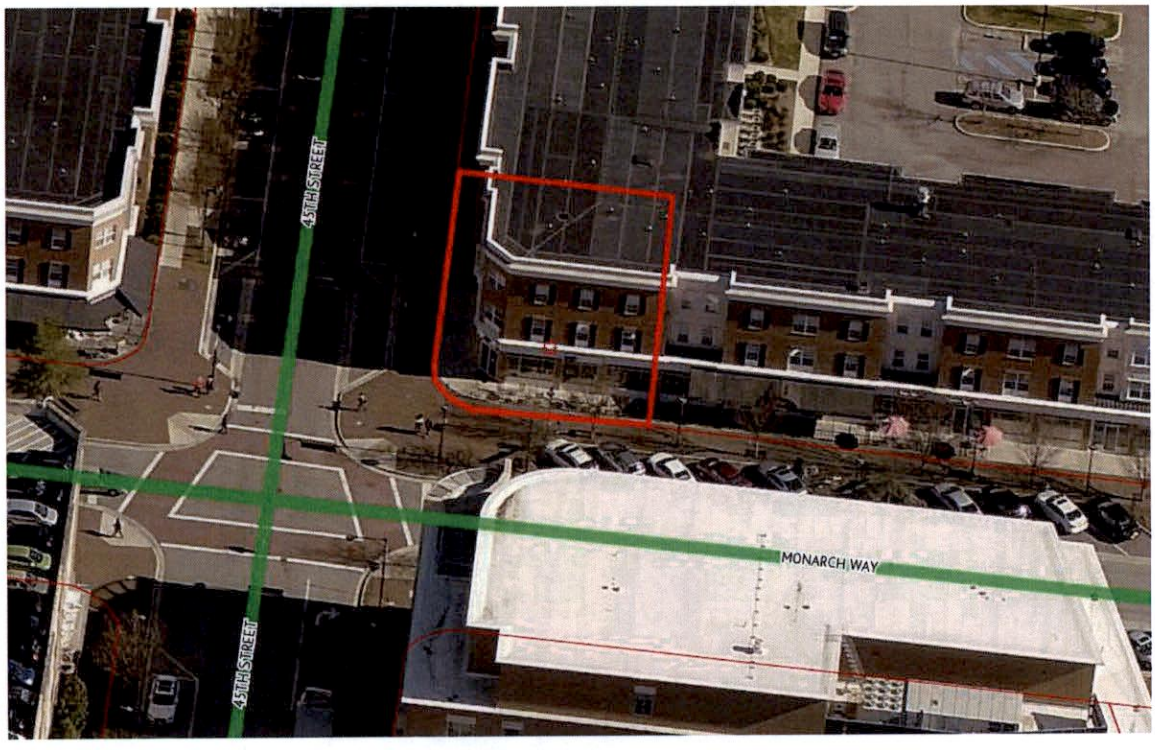
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: August 25, 2016

Executive Secretary: George M. Homewood, FAICP, CFM

Planner: Matt Simons, AICP, CFM

Staff Report	Item No. 5	
Address	4416 Monarch Way	
Applicant	Borjo Coffeehouse	
Request	Special Exception	Entertainment Establishment
Property Owner	ODU Real Estate Foundation	
Site Characteristics	Building Area/Space	13,362 sq. ft./2,103 sq. ft.
	Future Land Use Map	Commercial
	Zoning	UV (University Village District) and Institutional Residential Impact Overlay District (IRIO)
	Neighborhood	ODU University Village
	Character District	Traditional
Surrounding Area	North	UV: Mojo Bones
	East	UV: Student housing
	South	UV: Perfectly Frank's
	West	UV: Follett Corporation



A. Summary of Request

- The site is located on the southeast corner of 45th Street and Monarch Way.
- This request would allow a change of ownership for the existing entertainment establishment.
- The applicant proposes to operate this establishment in the same manner as the previous owner.

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 UV and IRIO districts, which permit the proposed use by special exception.

	Previous	Proposed
Hours of Operation	6:30 a.m. until 2:00 a.m., Monday through Friday 7:00 a.m. until 2:00 a.m., Saturday and Sunday	Same
Hours for the Sale of Alcoholic Beverages	11:00 a.m. until 2:00 a.m., Seven days a week	Same
Seating Capacity	48 seats indoors 28 seats outdoors 80 total capacity	Same
Entertainment	• art openings • poetry readings • acoustic music • 4 member live band	Same

- Special exception history:

City Council Approval	Applicant	Request
2008	Borjo Coffeehouse By Robert Loomis	Eating and Drinking Establishment
2009	Borjo Coffeehouse by Robert Loomis	Addition of Entertainment
Pending	Borjo Coffeehouse by Taste Unlimited LLC	New owner/operator – Entertainment Establishment

ii. Parking

- This entertainment establishment is replacing an existing entertainment establishment with the same maximum capacity.
    - The establishment currently complies with the City's off-street and bicycle parking requirements.

iii. Flood Zone

The property is located in the AE (High Risk) and the X-Shaded (Moderate Risk) Flood Zones.

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.
- Hampton Boulevard 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.
- The site is near transit services with Hampton Roads Transit bus route 2 (Hampton) operating near the site.
- Monarch Way nor 45th Street adjacent to the site are not identified as a 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 Larchmont Elementary School, Blair Middle School and Maury High School Attendance Zones.

G. Environmental Impacts

The use should not negatively impact the surrounding environment.

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

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

J. Payment of Taxes

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

K. Civic League

Notice was sent to the Highland Park Civic League and Lamberts Point Community Center on July 13.

L. Communication Outreach/Notification

- Legal notice was posted on the property on July 13.
- Letters were mailed to all property owners within 300 feet of the property on August 12.
- Legal notification was placed in The Virginian-Pilot on August 11 and August 18.

M. Recommendation

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

(a) The hours of operation for the establishment shall be from 6:30 a.m. until 2:00 a.m. Monday through Friday, and 7:00 a.m. until 2:00 a.m. Saturday and Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The hours for the sale of alcoholic beverages and for entertainment shall be from 11:00 a.m. until 2:00 a.m., seven days a week.

(c) The seating for the establishment shall not be less than 40 seats indoors, shall not be more than 28 seats outdoors, and the total occupant capacity, including employees, and shall not exceed 80 people.

(d) No smoking shall be permitted anywhere in the outdoor dining area. Signage notifying patrons of this restriction shall be conspicuously posted.

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

(f) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation or management of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever is earlier. Notwithstanding the above, no violation of this condition shall be deemed to have occurred if the only change in management is a result of one or more of the members of the management team identified in the Description of Operations ceasing to work at the establishment.

(g) Entertainment shall be limited to live bands having no more than 4 members, poetry readings, karaoke, and comedian. No other form of entertainment is permitted.

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

(i) The layout of the establishment shall adhere to the specifications of the floor plans attached hereto and marked as "Exhibit B." Any tables, chairs, booths, stools or other movable furniture may be relocated provided that it remains only within the shaded areas and the unshaded accesses, aisles, and other areas shown on the floor plans remain unobstructed.

(j) No door to the establishment which opens onto or faces a public right-of-way shall be propped open during any time that entertainment is being provided.

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

(l) The establishment shall remain current on all food and beverages taxes and business personal property taxes which may become due while it is in operation.

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

(n) The establishment shall maintain a designated driver program which shall provide, at minimum, that designated drivers may be served non-alcoholic beverages at no charge. The establishment shall describe the program in writing and its availability shall be made known to patrons via either a printed card placed on each table and on the bar or a description printed on the menu.

(o) 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.

(p) 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.

(q) 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.

(r) An ABC manager, employed and compensated by the applicant, shall be present at all events held on the premises. This manager shall supervise the event at all times. The ABC manager shall be present on the premises at least one hour prior to the beginning of the event and shall remain on the premises until the event is concluded and the establishment is secured and locked. If alcohol is not served or consumed, a responsible supervisor, employed and compensated by the applicant, shall perform this function.

(s) In addition to the ABC manager or supervisor the applicant shall provide such additional paid staff as may be necessary to coordinate, supervise, and manage any event held on the premises.

(t) The establishment manager shall notify the Commissioner of the Revenue no less than 72 hours prior to the commencement of any event at which a cover charge is to be collected.

(u) A binder or folder containing documentation relating to the operation of the establishment shall be kept on the premises at all times and shall be produced upon request made by any person. For purposes of this section, the documentation relating to the operation of the establishment shall include copies of the following:

(1) This special exception;

(2) Any ABC license(s);

(3) Any occupancy permit(s);

(4) Certifications of all persons who work on the premises as a security guard;

(5) All fire code certifications, including alarm and sprinkler inspection records;

(6) Any health department permit(s);

(7) The emergency action plan required under the Fire Prevention Code;

(8) The names, addresses, and phone numbers of all persons who manage or supervise the establishment at any time;

(9) The establishment's designated driver program; and

(10) The establishment's Security Plan.

(v) The business shall provide in-house security or retain the services of a licensed security firm to provide security services at a rate of one security guard per 50 guest occupants on the property whenever occupancy shall exceed 60 people or when otherwise required by at least 36 hours prior written notice of the Fire Marshal, Chief of Police, or any designee of either. After 8:00 p.m. each Friday and Saturday as well as during special events, a security supervisor certified either in the Responsible Hospitality Training course offered by the City of Norfolk or in accordance with the requirements of the Virginia Department of Criminal Justice Services shall be present on the property.

(w) The written security plan submitted to the City as part of the application for this special exception and on file with the Department of Planning shall remain in full force and effect at all times while the establishment is in operation.

Attachments

Location Map
Zoning Map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
Notice to the Highland Park Civic League and Lamberts Point Community Center

Proponents and Opponents

Proponents
Jon Pruden – Applicant
6464 Hampton Blvd
Norfolk, VA 23508

Opponents
None

08/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN ENTERTAINMENT ESTABLISHMENT WITH ALCOHOLIC BEVERAGES KNOWN AS "BORJO COFFEEHOUSE" ON PROPERTY LOCATED AT 4416 MONARCH WAY.

- - -

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

Section 1:- That a Special Exception is hereby granted to Taste Unlimited, LLC authorizing the operation of an entertainment establishment with alcoholic beverages named "Borjo Coffeehouse" on property located at 4416 Monarch Way. The property which is the subject of this Special Exception is more fully described as follows:

Property fronts 45 feet, more or less, along the eastern line of Monarch Way and 37 feet, more or less, along the southern line of 45th Street; premises numbered at 4416 Monarch Way.

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

(a) The hours of operation for the establishment shall be limited to 6:30 a.m. until 2:00 a.m. the following morning, Monday through Friday, and from 7:00 a.m. until 2:00 a.m. the following morning on Saturday and Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The hours for the sale of alcoholic beverages and for entertainment shall be limited to 11:00 a.m. until 2:00 a.m. the following morning, seven days per week.

(c) The seating for the establishment shall not be less than 40 seats indoors, shall not be more than 28 seats outdoors, and the total occupant capacity,

including employees, and shall not exceed 80 people.

(d) No smoking shall be permitted anywhere in the outdoor dining area, and signage notifying patrons of this restriction shall be conspicuously posted.

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

(f) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation or management of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever is earlier. Notwithstanding the above, no violation of this condition shall be deemed to have occurred if the only change in management is a result of one or more of the members of the management team identified in the Description of Operations ceasing to work at the establishment.

(g) Entertainment shall be limited to live bands having no more than four (4) members, poetry readings, karaoke, and comedian. No other form of entertainment is permitted.

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

(i) The layout of the establishment shall adhere to the specifications of the floor plans attached hereto and marked as "Exhibit B." Any tables, chairs, booths, stools or other movable furniture may be relocated provided that it remains only within the shaded areas and the unshaded accesses, aisles, and other areas shown on the floor plans remain unobstructed.

(j) No door to the establishment which opens onto or faces a public right-of-way shall be propped open

during any time that entertainment is being provided.

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

(l) The establishment shall remain current on all food and beverages taxes and business personal property taxes which may become due while it is in operation.

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

(n) The establishment shall maintain a designated driver program which shall provide, at minimum, that designated drivers may be served non-alcoholic beverages at no charge. The establishment shall describe the program in writing and its availability shall be made known to patrons via either a printed card placed on each table and on the bar or a description printed on the menu.

(o) 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.

(p) 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.

(q) 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.

(r) An ABC manager, employed and compensated by the applicant, shall be present at all events held on the premises. This manager shall supervise the event at all times. The ABC manager shall be present on the premises at least one hour prior to the beginning of the event and shall remain on the premises until the event is concluded and the establishment is secured and locked. If alcohol is not served or consumed, a responsible supervisor, employed and compensated by the applicant, shall perform this function.

(s) In addition to the ABC manager or supervisor the applicant shall provide such additional paid staff as may be necessary to coordinate, supervise, and manage any event held on the premises.

(t) The establishment manager shall notify the Commissioner of the Revenue no less than 72 hours prior to the commencement of any event at which a cover charge is to be collected.

(u) A binder or folder containing documentation relating to the operation of the establishment shall be kept on the premises at all times and shall be produced upon request made by any person. For purposes of this section, the documentation relating to the operation of the establishment shall include copies of the following:

(1) This special exception;

(2) Any ABC license(s);

(3) Any occupancy permit(s);

(4) Certifications of all persons who work on the premises as a security guard;

(5) All fire code certifications, including alarm and sprinkler inspection records;

(6) Any health department permit(s);

(7) The emergency action plan required under the Fire Prevention Code;

(8) The names, addresses, and phone numbers of all persons who manage or supervise the establishment at any time;

(9) The establishment's designated driver program; and

(10) The establishment's Security Plan.

(v) The business shall provide in-house security or retain the services of a licensed security firm to provide security services at a rate of one security guard per 50 guest occupants on the property whenever occupancy shall exceed 60 people or when otherwise required by at least 36 hours prior written notice of the Fire Marshal, Chief of Police, or any designee of either. After 8:00 p.m. each Friday and Saturday as well as during special events, a security supervisor certified either in the Responsible Hospitality Training course offered by the City of Norfolk or in accordance with the requirements of the Virginia Department of Criminal Justice Services shall be present on the property.

(w) The written security plan submitted to the City as part of the application for this special exception and on file with the Department of Planning shall remain in full force and effect at all times while the establishment is in operation.

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

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

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

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

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

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

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

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

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

(i) The proposed use and development will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special exception uses of all

types on the immediate neighborhood and the effect of the proposed type of special exception use on the city as a whole;

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

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

Section 4:- That the Special Exception granted hereby amends the previously granted special exception permitting an entertainment establishment on this property, adopted on September 15, 2009 (Ordinance NO. 43,601). All provisions and conditions previously approved are entirely superseded by the terms of this Special Exception.

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

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

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

Date 5-26-2016

Trade name of business BORJO COFFEEHOUSE

Address of business 4416 MONARCH WAY NORFOLK, VA 23508

Name(s) of business owner(s)* TASTE UNLIMITED LLC

Name(s) of property owner(s)* ODU REAL ESTATE FOUNDATION

Name(s) of business manager(s)/operator(s) LAURA HINES, ROBERT LOOMIS, JONATHAN PRUDEN

Daytime telephone number (757) 440-5800

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

1. Proposed Hours of Operation:

Facility			Alcoholic Beverage Sales and Entertainment		
Weekday	From 6:30 AM	To 2:00 AM	Weekday	From 11:00 AM	To 2:00 AM
Friday	From 6:30 AM	To 2:00 AM	Friday	From 11:00 AM	To 2:00 AM
Saturday	From 7:00 AM	To 2:00 AM	Saturday	From 11:00 AM	To 2:00 AM
Sunday	From 7:00 AM	To 2:00 AM	Sunday	From 11:00 AM	To 2:00 AM

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

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

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

Exhibit A – Page 2
Entertainment Establishment

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

4a If yes, please describe type and number of each game to be provided:

5. Will patrons ever be charged to enter the establishment?
☑ Yes ☐ No

5a. If yes, why:

Please see attached Description of Operations.

5b. Which days of the week will there be a cover charge (circle all applicable days):

☑Monday ☑Tuesday ☑Wednesday ☑Thursday ☑Friday
☑Saturday ☑Sunday

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

6a. If yes, explain:

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

7a. If yes, explain:

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

DEPARTMENT OF CITY PLANNING
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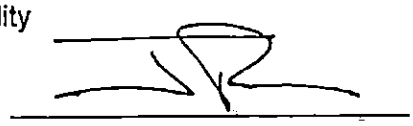
Exhibit A – Page 3
Entertainment Establishment

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

Please see attached Description of Operations.

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



Signature of Applicant

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

Exhibit A – Floor Plan(s) Worksheet
Entertainment Establishment

- Complete this worksheet based for each floor plan submitted with application.
- Floor plan(s) must be prepared by a registered design professional and include:
  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Disc Jockey/Band/Entertainment area)
  - Outdoor seating
  - Total maximum capacity (including employees)

1. Total capacity

   a. Indoor
   Number of seats (not including bar seats) [41]
   Number of bar seats [4]
   Standing room [N/A]

   b. Outdoor
   Number of seats [28]

   c. Number of employees [4]

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = [77]

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

4 MEMBER LIVE BAND

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

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

- If a disc jockey is proposed, a dance floor must be provided.
- If the dance floor is more than 10% of the square footage of the establishment, a Dance Hall permit is required.

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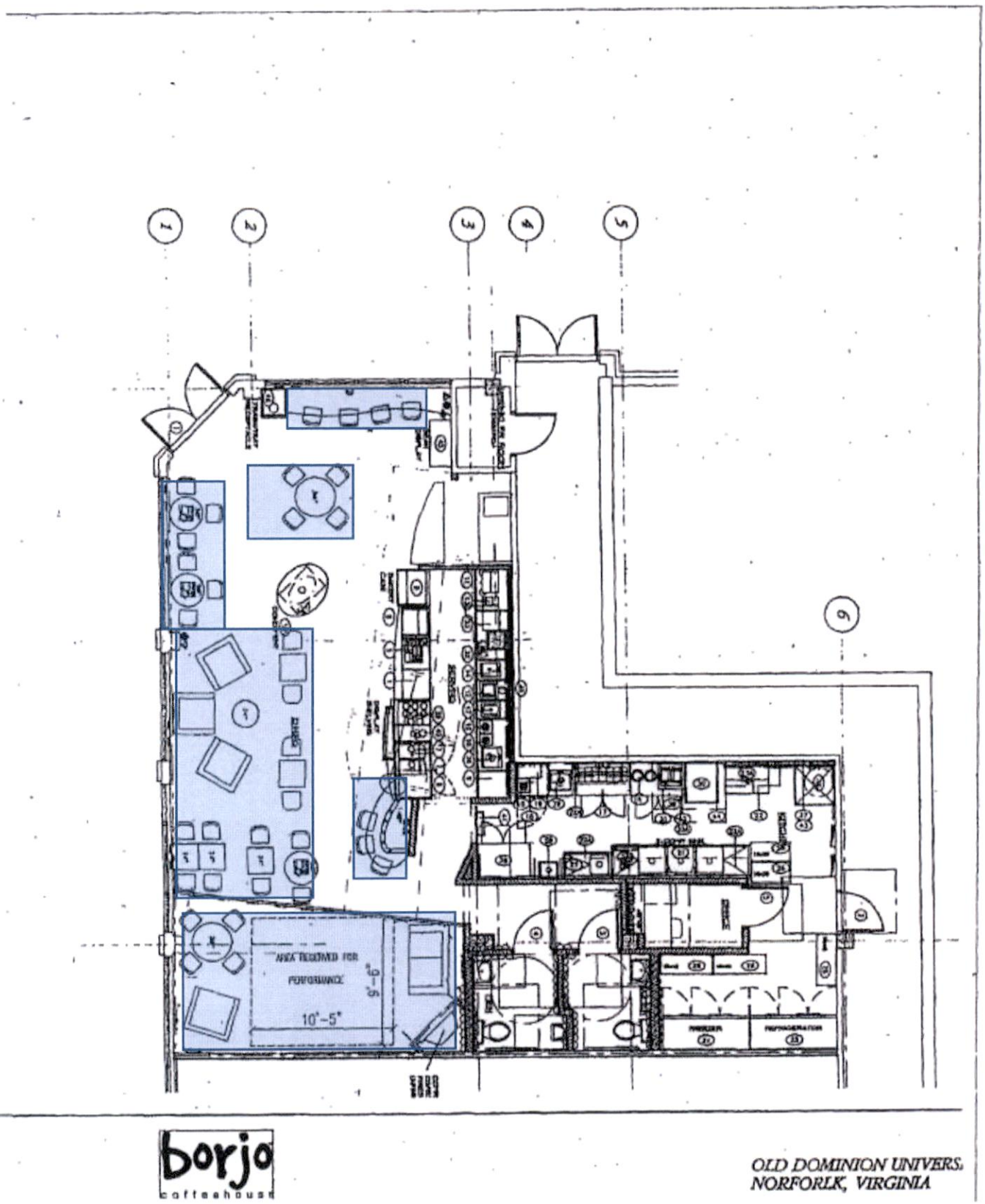
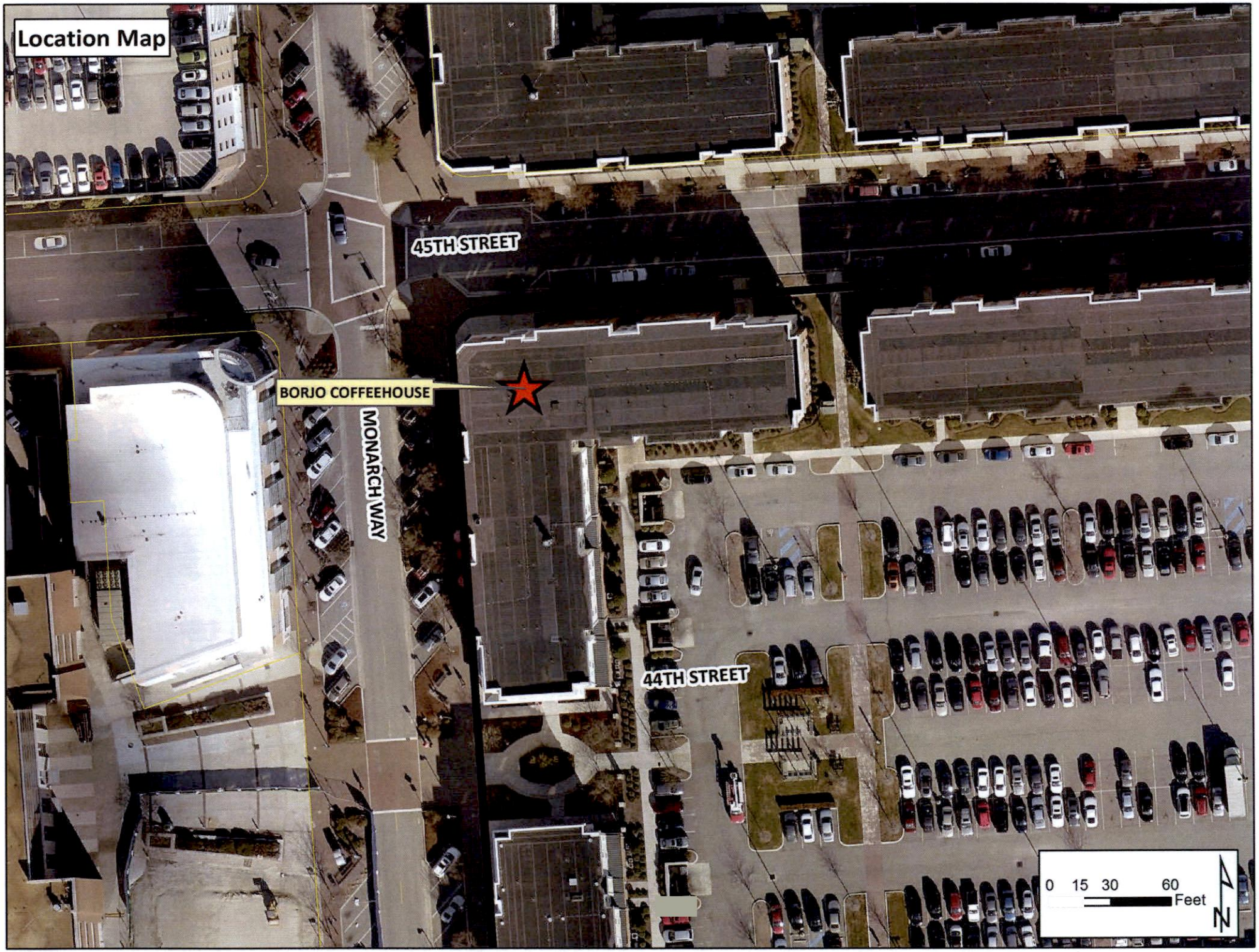
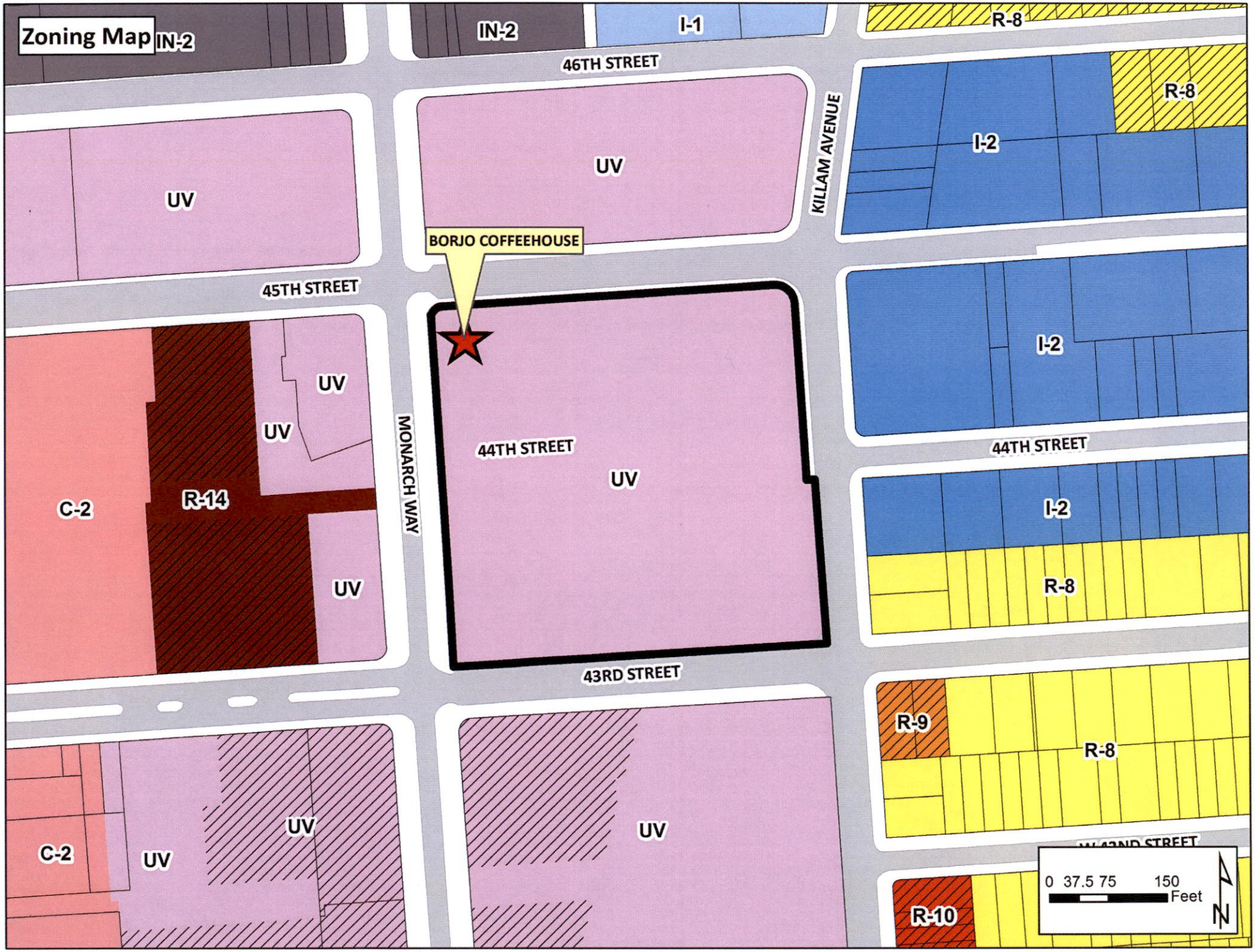
Exhibit B



borjo
coffeehouse

OLD DOMINION UNIVERS.
NORFORLK, VIRGINIA


Location Map
45TH STREET
BORJO COFFEEHOUSE
MONARCH WAY
44TH STREET
0 15 30 60
Feet
N


Zoning Map
IN-2
IN-2
I-1
R-8
46TH STREET
UV
UV
KILLAM AVENUE
R-8
I-2
BORJO COFFEEHOUSE
45TH STREET
I-2
UV
UV
UV
C-2
R-14
UV
MONARCH WAY
44TH STREET
UV
44TH STREET
I-2
R-8
43RD STREET
R-9
R-8
C-2
UV
UV
UV
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Feet
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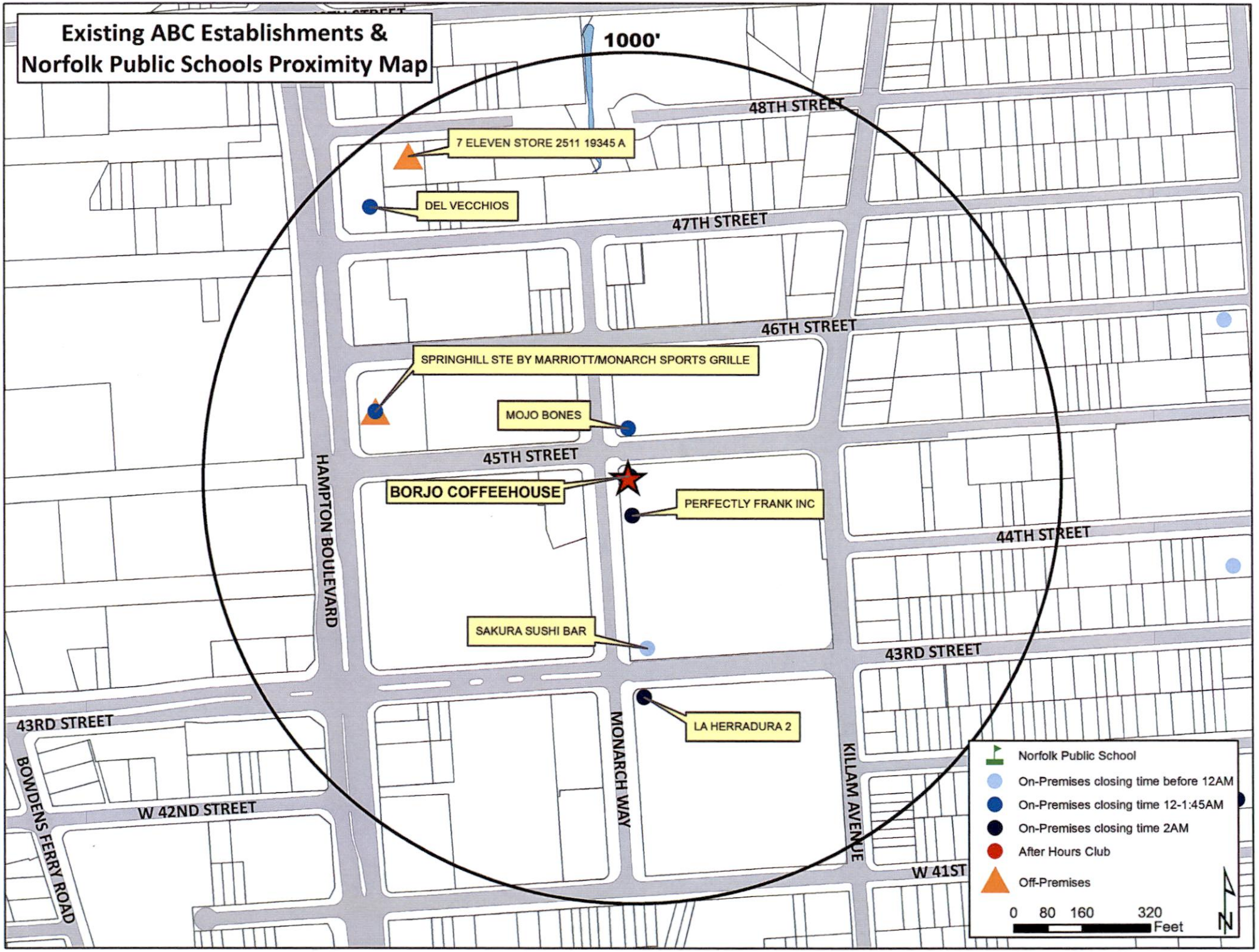
Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
48TH STREET
7 ELEVEN STORE 2511 19345 A
DEL VECCHIOS
47TH STREET
46TH STREET
SPRINGHILL STE BY MARRIOTT/MONARCH SPORTS GRILLE
MOJO BONES
45TH STREET
BORJO COFFEEHOUSE
PERFECTLY FRANK INC
44TH STREET
HAMPTON BOULEVARD
SAKURA SUSHI BAR
43RD STREET
LA HERRADURA 2
43RD STREET
MONARCH WAY
KILLAM AVENUE
BOWDENS FERRY ROAD
W 42ND STREET
W 41ST
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
ENTERTAINMENT ESTABLISHMENT
(Please Print)

Date 5-26-2016

DESCRIPTION OF PROPERTY

Address 4416 MONARCH WAY NORFOLK, VA 23508

Existing Use of Property CAFE / COFFEEHOUSE

Proposed Use CAFE / COFFEEHOUSE

Current Building Square Footage 2103

Proposed Building Square Footage 2103

Trade Name of Business (If applicable) BORJO COFFEEHOUSE

APPLICANT

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

Taste Unlimited LLC - Please see attached list of members.

1. Name of applicant: (Last) PRUDEN (First) JONATHAN (MI) E

Mailing address of applicant (Street/P.O. Box): 6464 HAMPTON BLVD

(City) NORFOLK (State) VA (Zip Code) 23508

Daytime telephone number of applicant (757) 425-3011 Fax (757) 644-6750

E-mail address of applicant: JON@TASTE.ONLINE

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

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

2. Name of applicant: (Last) _____ (First) _____ (MI) _____

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

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

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

E-mail address of applicant: _____

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

ODU Real Estate Foundation - c/o Tara Saunders

3. Name of property owner: (Last) HOWARD (First) DEBRA (MI) F

Mailing address of property owner (Street/P.O. box): 4417 Monarch Way

(City) NORFOLK (State) VA (Zip Code) 23508

Daytime telephone number of owner (757) 683-4226 email: DFHOWARD@ODU.EDU

CIVIC LEAGUE INFORMATION

Civic League contact: DALE RYDER

Date(s) contacted: 5/31/2016

Ward/Super Ward information: HIGHLAND PARK

REQUIRED ATTACHMENTS

CERTIFICATION

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

Print name: Tara F. Saunders **Sign:** Tara F. Saunders 6 / 20 / 16
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Jon Pruden **Sign:** JP 6 / 16 / 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
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EXHIBIT "A"
Description of Operations
Entertainment Establishment
(Please Print)

Date 5-26-2016

Trade name of business BORJO COFFEEHOUSE

Address of business 4416 MONARCH WAY NORFOLK, VA 23508

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Name(s) of property owner(s)* ODU REAL ESTATE FOUNDATION

Name(s) of business manager(s)/operator(s) LAURA HINES, ROBERT LOOMIS, JONATHAN PRUDEN

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*If business or property owner is a partnership, all partners must be listed.
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Facility				Alcoholic Beverage Sales and Entertainment			
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2. Type of ABC license applied for (check all applicable boxes):
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3. Type of alcoholic beverage applied for:
☑ Beer ☑ Wine ☑ Mixed Beverage

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Exhibit A – Page 2
Entertainment Establishment

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

4a If yes, please describe type and number of each game to be provided:

5. Will patrons ever be charged to enter the establishment?
☑ Yes ☐ No

5a. If yes, why:

Please see attached Description of Operations.

5b. Which days of the week will there be a cover charge (circle all applicable days):

☑Monday ☑Tuesday ☑Wednesday☑Thursday ☑Friday
☑Saturday ☑Sunday

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

6a. If yes, explain:

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

7a. If yes, explain:

8. Will there ever be a minimum age limit?
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Exhibit A – Page 3
Entertainment Establishment

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

Please see attached Description of Operations.

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
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Exhibit A – Floor Plan(s) Worksheet
Entertainment Establishment

- Complete this worksheet based for each floor plan submitted with application.
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  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Disc Jockey/Band/Entertainment area)
  - Outdoor seating
  - Total maximum capacity (including employees)

1. Total capacity

   a. Indoor
   Number of seats (not including bar seats) [44]
   Number of bar seats [4]
   Standing room [N/A]

   b. Outdoor
   Number of seats [28]

   c. Number of employees [4]

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = [77]

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

4 MEMBER LIVE BAND

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

- If a disc jockey is proposed, a dance floor must be provided.
- If the dance floor is more than 10% of the square footage of the establishment, a Dance Hall permit is required.

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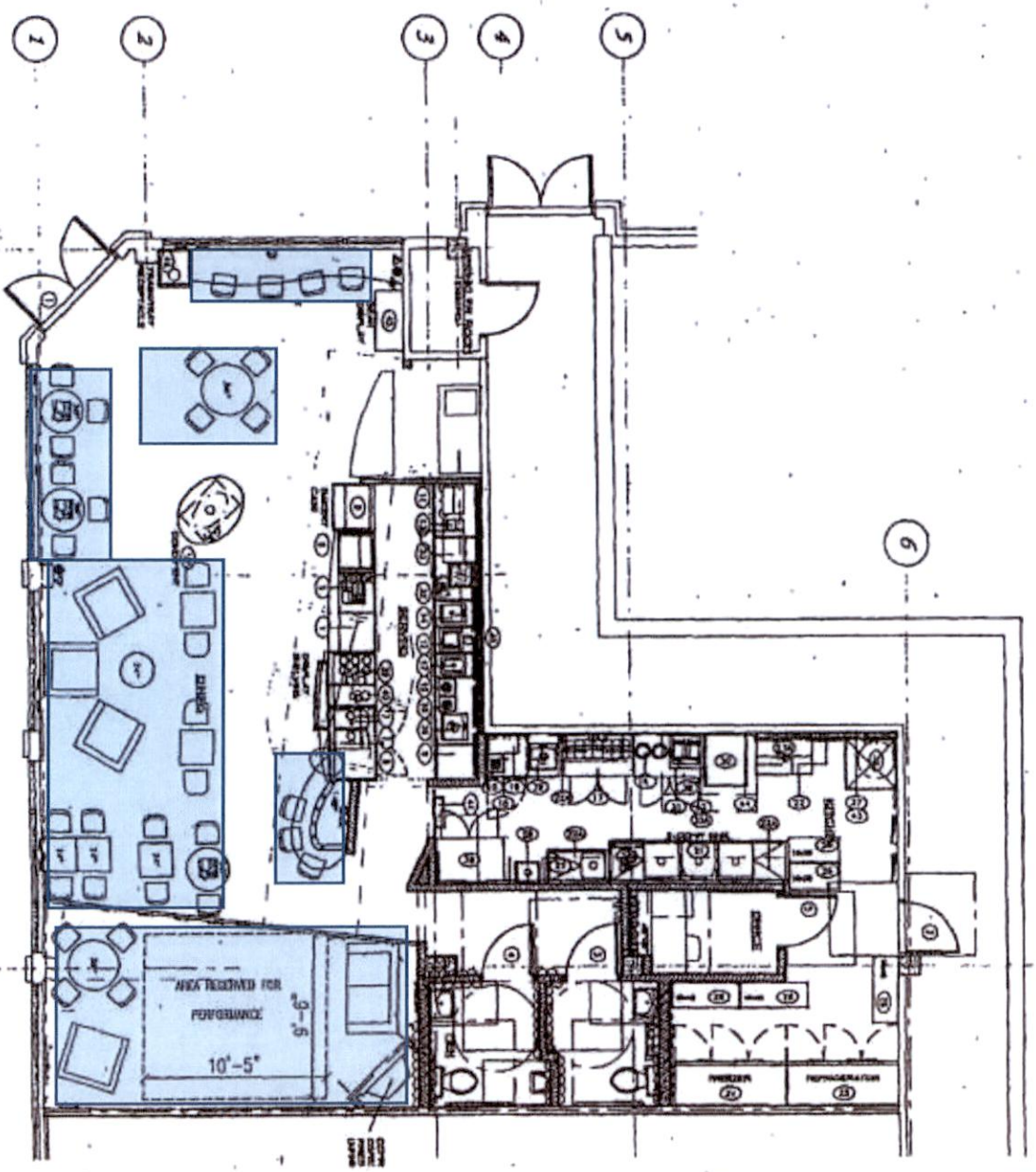
Exhibit B



borjo
coffeehouse

OLD DOMINION UNIVERS.
NORFOLK, VIRGINIA

TASTE UNLIMITED LLC. d.b.a. BORJO COFFEEHOUSE

DESCRIPTION OF OPERATIONS

Borjo Coffeehouse has been operating in a single location (4416 Monarch Way, Norfolk, VA 23508) for eleven years as a coffee shop / café. We serve assorted coffee and other beverages, fresh juices, baked goods and made-to-order sandwiches, salads, wraps and small plates.

In 2008 we were granted a Special Exception (Ordinance No. 43,060) to serve beer and wine on premises.

In 2009 we were granted a Special Exception (Ordinance No. 43,601) to operate an entertainment establishment.

In 2016 Coastal Coffee LLC d.b.a Borjo Coffeehouse was acquired by Taste Unlimited LLC. It will continue to do business as Borjo Coffeehouse.

The substantive ownership of the business has not changed:

Jonathan Pruden and Robert Loomis's combined interest represented the majority ownership in Coastal Coffee LLC and represent the majority ownership in Taste Unlimited LLC.

We would like to continue to host occasional art openings, poetry readings and acoustic music in the evening as well as book entertainment (acoustic bands etc.) whose fees require us to levy a cover charge. We will not operate as a nightclub / dance club.

We will continue to offer a well lit, family friendly environment.

We have between 3 and 5 employees per shift.

Security Plan of Taste Unlimited LLC for
Borjo Coffeehouse
4416 Monarch Way
Norfolk, VA 23508

Goals:

1. To create a safe and secure environment within BORJO COFFEEHOUSE for all of its guests.
2. To provide a level of control and safety for all arriving and departing guests of the BORJO COFFEEHOUSE.
3. To mitigate and control any noise by guests of BORJO COFFEEHOUSE upon entering or leaving the facility which impairs the quiet enjoyment of immediate neighbors, particularly residents living nearby.
4. To peacefully and effectively resolve all dangerous situations before any injury to any guest may occur.
5. To ensure a complete, orderly, safe, and swift evacuation of the facility in case of fire, explosion, or any other uncontrolled dangers within BORJO COFFEEHOUSE.
6. To protect and promote the courteous, inviting, and hospitable character of the neighborhood and the City of Norfolk in general.

Rules and Regulations:

All rules and regulations of BORJO COFFEEHOUSE will be applied to every guest with consistency and integrity to provide a safe and fun environment not only for the guest but for the staff members and surrounding neighbors.

Item Code:

1. No weapons of any kind. I.e. Tasers, mace, guns, sticks and bowie knives, including chain wallets, pocket knives and long jewelry chains.
2. There is a zero tolerance policy for controlled substances of any kind including off premise alcohol.
3. No guest will be over-served alcohol for any reason and guests will be limited to two drinks per order.
4. There will be no intoxicated person on premise at any time.

All of these policies are to be enforced with a zero entry and a zero stay on premise policy at all times by the General Manager and staff.

Access:

Vehicular parking and pedestrian traffic to and from BORJO COFFEEHOUSE will be monitored by Borjo staff.

Integration:

The goal of BORJO COFFEEHOUSE is to create a safe and secure environment within BORJO COFFEEHOUSE and surrounding areas for all of its guests and neighbors. BORJO COFFEEHOUSE will work diligently and closely with the Norfolk Police Dept, ABC, Old Dominion Public Safety Office and neighboring entertainment establishments to create and uphold this environment.

Lighting:

BORJO COFFEEHOUSE and building owner will provide adequate interior and exterior lighting, fire exit markers, and parking lamps as per building code to help provide a safe environment for it guests.

EMERGENCY EVACUATION PLAN:

The emergency steps of the evacuation plan are as follows:

1. There is one exit in the rear and one exit in the front of the space.
2. The staff will be in charge of escorting the guests in the rear of the restaurant through the rear exit. Guests in the front of the restaurant will be escorted through the front exit.
3. All exiting guests will be escorted by the staff across the street to the university grass area behind the TED center lot at least 500 feet from the building and the staff will remain with the guests until further instructions are given.
4. The general manager will verify that all guests have safely exited the restaurant.
5. If for any reason the rear exits are blocked then the front exits will be used. If for any reason the front exits are blocked then the guests will be escorted to the rear exits.

TASTE UNLIMITED LLC OWNERSHIP

JON PRUDEN - President – Manager (sole) 57.19%

PETER PRUDEN III – 19.03%

ROBERT LOOMIS – 5%

TUCKER PRUDEN – 4.01%

MEADE PRUDEN – 4.01%

HENRY J. & JENNIFER HUELSBERG – 2.69%

BLUEFIN I LLC (DENNIS & JASON DEANS) – 2.43%

JEFF & MARY CREEKMORE – 1.35%

KIM HARDY – 1.35%

DR. DAVID ROWE – 1.35%

T. VADEN WARREN - 0.81%

BRIAN STAUB – 0.81%

Unknown

From:	Straley, Matthew
Sent:	Wednesday, July 13, 2016 12:33 PM
To:	'lambertspointe.civicleague@hotmail.com'; 'ryderd@verizon.net'; 'highlandpark_cl@yahoo.com'
Cc:	Whibley, Terry; Williams, Angelia M.; Wilson, Denise; Winslow, Taylor
Subject:	new Planning Commission application - 4416 Monarch Way
Attachments:	Borjo Coffeehouse.pdf

Mr. Harris and Mr. Ryder,

Attached please find the application for a special exception to operate an entertainment establishment with alcoholic beverages at 4416 Monarch Way.

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

Staff contact: Taylor Winslow at (757) 664-4364, taylor.winslow@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

September 13, 2016

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

Subject: **Special Exception to operate an Eating and Drinking Establishment at 110 LaValette Avenue, Suite C – Clementine's**

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

Approved: _____ **Item Number: R-04**
Marcus D. Jones, City Manager

I. **Staff Recommendation: Approval**.

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

III. **Request:** Special Exception for an Eating and Drinking Establishment.

IV. **Applicant: Clementine's**

V. **Description:**

- The site is located on the north side of LaValette Avenue just east of Granby Street, within the Riverview Village Business District.
- This special exception would allow a new establishment to serve alcoholic beverages for on-premises consumption.

	Previous (Café M)	Proposed (Clementine's)
Hours of Operation	Unknown	8:00 a.m. until 12:00 a.m., Seven days a week
Hours for the Sale of Alcoholic Beverages	No Alcohol Sales	11:00 a.m. until 12:00 a.m., Seven days a week
Seating Capacity	Unknown	24 seats indoors 20 seats outdoors 49 total capacity

VI. Historic Resources Impacts

- The site is not located within a federal, state, or local historic district.
  - Since some or all of the structures on the site are at least 50 years old, the site could potentially meet the criteria for designation as a federal, state or local historic resource under the Department of Historic Resources guidelines.

VII. Public Schools Impacts

The site is located in the Granby 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:

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

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: August 25, 2016

Executive Secretary: George M. Homewood, FAICP, CFM

Planner: Chris Whitney, CFM

Staff Report	**Item No. 3**	
Address	**110 La Valette Avenue, Suite C**	
Applicant	**Clementine's**	
Request	**Special Exception**	**Eating and Drinking Establishment**
Property Owner	Louise W. Eggleston Center, Inc.	
Site Characteristics	Building Area/Space	10,571 sq. ft./846 sq. ft.
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial) and PCO-Riverview (Pedestrian Commercial Overlay District – Riverview)
	Neighborhood	Riverview
	Character District	Traditional
Surrounding Area	North	C-2, PCO-Riverview, R-8 (Single-Family): Country Boy Antiques, Mattress and Furniture Direct, duplexes, single-family home
	East	C-2, PCO-Riverview, R-8: Eggleston Garden Center, single-family home
	South	OSP (Open Space Preservation): Lafayette Park
	West	C-2, PCO-Riverview: 7-Eleven gas station

A. Summary of Request

- The site is located on the north side of La Valette Avenue just east of Granby Street, within the Riverview Village Business District.
- This special exception would allow a new establishment to serve alcoholic beverages for on-premises consumption.

B. Plan Consistency

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

C. Zoning Analysis

i. General

The site is located in the C-2 (Corridor Commercial) and Riverview Pedestrian Commercial Overlay (PCO-Riverview) districts, which permit the proposed use by special exception.

	Previous (Café M)	Proposed (Clementine's)
Hours of Operation	Unknown	8:00 a.m. until 12:00 a.m., Seven days a week
Hours for the Sale of Alcoholic Beverages	No Alcohol Sales	11:00 a.m. until 12:00 a.m., Seven days a week
Seating Capacity	Unknown	24 seats indoors 20 seats outdoors 49 total capacity

- Special exception history:

City Council Approval	Applicant	Request
2011	O' Jardim Brazilian Café	Eating and Drinking Establishment
Pending	Clementine's (Clementine's LLC)	Eating and Drinking Establishment

ii. Parking

This eating and drinking establishment is replacing an existing eating establishment with the same number of seats.

- The parking lot on site contains sufficient parking to accommodate this use.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers (ITE) figures estimate that that this proposed restaurant will generate 19 new vehicle trips per day by increasing total indoor seating by four over currently approved levels.
- Granby Street near the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit service with Hampton Roads Transit bus route 1 (Granby) operating near the site.
- The portion of Granby Street near to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

- The site is not located within a federal, state, or local historic district.
  - Since some or all of the structures on the site are at least 50 years old, the site could potentially meet the criteria for designation as a federal, state or local historic resource under the Department of Historic Resources guidelines.

F. Public Schools Impacts

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

G. Environmental Impacts

The proposed use should not negatively impact the surrounding environment.

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

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

J. Payment of Taxes

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

K. Civic League

- Notice was sent to the Colonial Place/Riverview Civic League and the Riverview Village Business Association on July 13.
- A letter of support was received from the Riverview Village Business Association on August 8.
- A letter of support was received from the Colonial Place/Riverview Civic League on August 10.

L. Communication Outreach/Notification

- Legal notice was posted on the property on July 13.
- Letters were mailed to all property owners within 300 feet of the property on August 12.
- Legal notification was placed in The Virginian-Pilot on August 11 and August 18.

M. Recommendation

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

(a) The hours of operation for the establishment shall be from 8:00 a.m. until 12:00 a.m., seven days a week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

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

(c) The seating for the establishment shall not exceed 24 seats indoors, 20 seats outdoors, and the total occupant capacity, including employees, shall not exceed 49 people.

(d) No smoking shall be permitted anywhere in the outdoor dining area. Signage notifying patrons of this restriction shall be conspicuously posted.

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

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

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

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

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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.

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

(p) 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.

(q) 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 Colonial Place/Riverview Civic League and the Riverview Business Association
Letters of Support - Riverview Village Business Association and Colonial Place/Riverview Civic League

Proponents and Opponents

Proponents

Rick Fraley – Applicant
230 Lucile Avenue
Norfolk, VA 23504

Matthew Hartnett – Applicant
227 New Street
Norfolk, VA 23503

Heather Fraley
230 Lucile Avenue
Norfolk, VA 23504

Opponents

None

08/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN EATING AND DRINKING ESTABLISHMENT NAMED "CLEMENTINE'S" ON PROPERTY LOCATED AT 110 LAVALETTE AVENUE, SUITE C.

- - -

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

Section 1:- That a Special Exception is hereby granted to Clementine's, LLC authorizing the operation of an eating and drinking establishment named "Clementine's" on property located at 110 LaValette Avenue, Suite C. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 180 feet, more or less, along the northern line of LaValette Avenue beginning 125 feet, more or less, from the eastern line of Granby Street and extending eastwardly; premises numbered 110 LaValette Avenue, Suite C.

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

(a) The hours of operation for the establishment shall be limited to 8:00 a.m. until 12:00 midnight, seven days per week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

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

(c) The seating for the establishment shall not exceed 24 seats indoors, 20 seats outdoors, and the total occupant capacity, including employees, shall not exceed 49 people.

(d) No smoking shall be permitted anywhere in the

outdoor dining area, and signage notifying patrons of this restriction shall be conspicuously posted.

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

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

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

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

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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.

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

(p) 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.

(q) 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 an eating and drinking establishment on this property, adopted on April 19, 2011 (Ordinance No. 44,215). 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 JUNE 26, 2016

Trade name of business CLEMENTINE'S

Address of business 110 LA VALETTE AVE., Ste C.

Name(s) of business owner(s)* RICHARD FRALEY AND MATTHEW HARTNETT - Clementine's LLC

Name(s) of property owner(s)* PAUL ATKINSON - Louise W. Eggleston Center, Inc.

Daytime telephone number (757) 237-3165

*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 8 AM	To	12 AM	Weekday	From 11 AM	To	12 AM
Friday	From 8 AM	To	12 AM	Friday	From 11 AM	To	12 AM
Saturday	From 8 AM	To	12 AM	Saturday	From 11 AM	To	12 AM
Sunday	From 8 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

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

Exhibit A – Page 2
Eating and Drinking Establishment

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

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

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

6a. If yes, why

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

☐Monday ☐Tuesday ☐Wednesday ☐Thursday ☐Friday

☐Saturday ☐Sunday

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

7a. If yes, explain

HOLIDAY PARTY / EMPLOYEE PARTY

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

8a. If yes, explain

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

Exhibit A – Page 3
Eating and Drinking Establishment

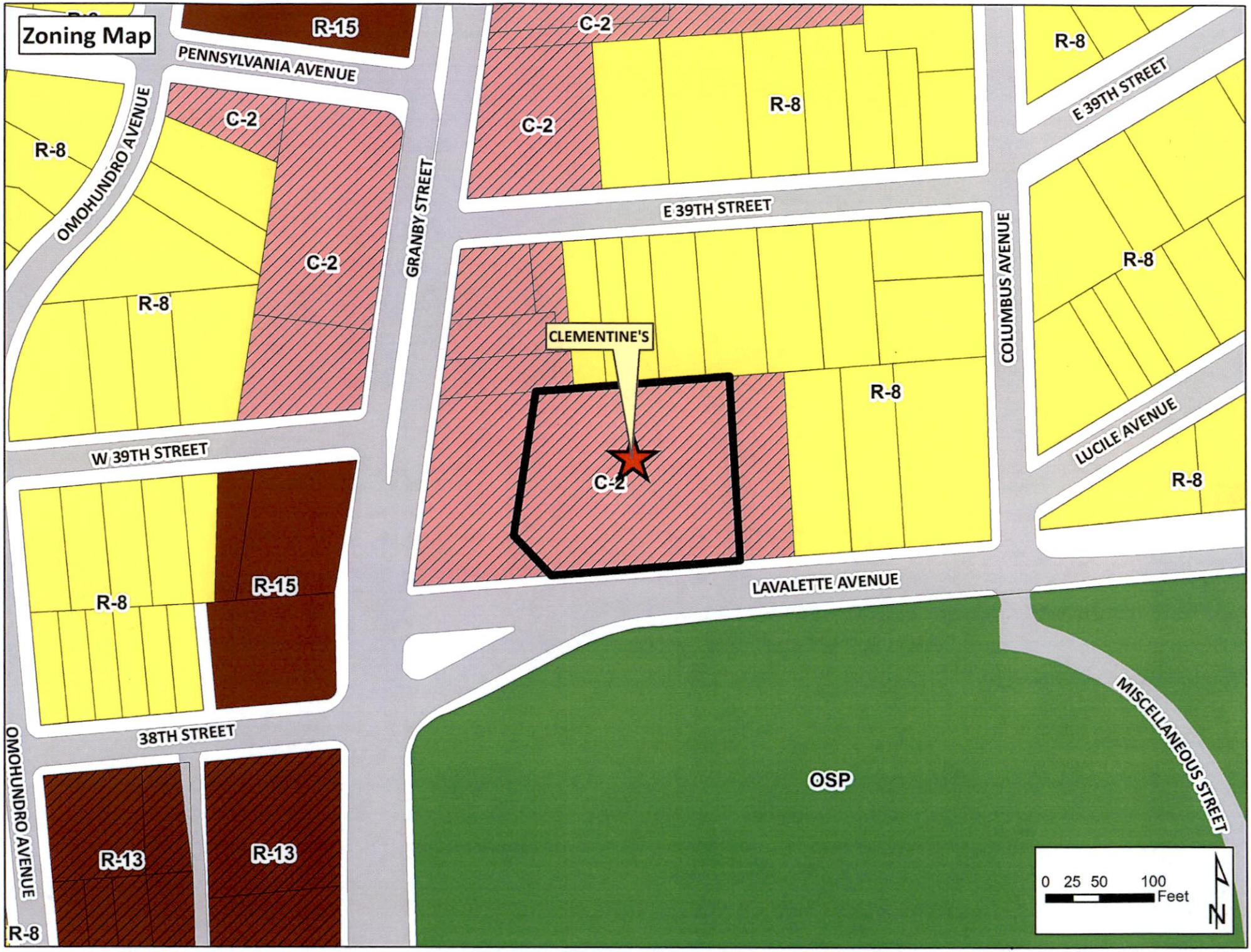
10. Additional comments/ description/operational characteristics or prior experience:

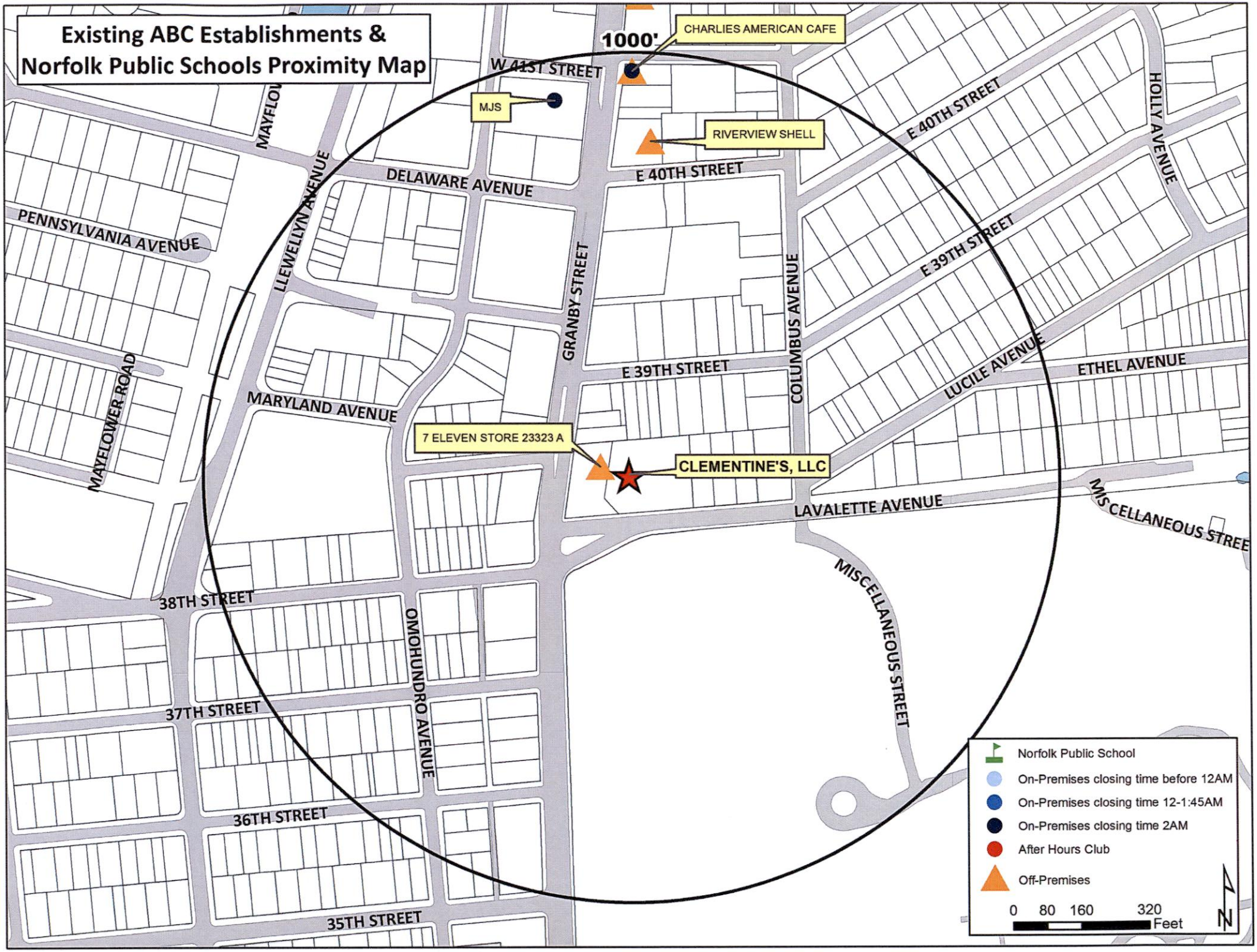
Note: If smoking is permitted, then floor plans must be submitted showing all necessary building requirements for such facility

Signature of Applicant

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
CLEMENTINE'S
GRANBY STREET
LAVALETTE AVENUE
0 10 20 40
Feet
N


Zoning Map
R-15
PENNSYLVANIA AVENUE
C-2
R-8
OMOHUNDRO AVENUE
C-2
R-8
GRANBY STREET
C-2
R-8
E 39TH STREET
R-8
E 39TH STREET
COLUMBUS AVENUE
R-8
CLEMENTINE'S
C-2
R-8
LUCILE AVENUE
R-8
W 39TH STREET
R-8
R-15
LAVALETTE AVENUE
38TH STREET
OSP
MISCELLANEOUS STREET
OMOHUNDRO AVENUE
R-13
R-13
R-8
0 25 50 100
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
CHARLIES AMERICAN CAFE
MJS
RIVERVIEW SHELL
7 ELEVEN STORE 23323 A
CLEMENTINE'S, LLC
W 41ST STREET
E 40TH STREET
DELAWARE AVENUE
PENNSYLVANIA AVENUE
LLEWELLYN AVENUE
GRANBY STREET
COLUMBUS AVENUE
HOLLY AVENUE
E 39TH STREET
LUCILE AVENUE
ETHEL AVENUE
MAYFLOWER ROAD
MARYLAND AVENUE
LAVALETTE AVENUE
MISCELLANEOUS STREET
38TH STREET
37TH STREET
36TH STREET
35TH STREET
OMOHUNDRO AVENUE
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
EATING AND DRINKING ESTABLISHMENT
(Please print)

Date JUNE 26, 2016

DESCRIPTION OF PROPERTY

Address 110 LA VALETT AVE., SUITE C

Existing Use of Property RESTAURANT / CAFE

Proposed Use RESTAURANT / CAFE

Current Building Square Footage 846 sq.ft.

Proposed Building Square Footage 846 sq.ft.

Trade Name of Business (if applicable) CLEMENTINE'S, LLC

APPLICANT

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

1. Name of applicant: (Last) FRALEY (First) RICHARD (MI) C

Mailing address of applicant (Street/P.O. Box): 230 LUCILE AVE.

(City) NORFOLK (State) VA (Zip Code) 23504

Daytime telephone number of applicant (757) 237-3165 Fax ( )

E-mail address of applicant: rfraley79@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) _____ (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) ATKINSON (First) PAUL (MI) _____

Mailing address of property owner (Street/P.O. box): 1161 INGLESIDE RD.

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

Daytime telephone number of owner (757) 858-8011 email: ATKINSON.PAUL@cycleconservices.org

CIVIC LEAGUE INFORMATION

Civic League contact: LINDA DANIEL, TOBIE SERAFIM

Date(s) contacted: ~~6/7/16~~ 6/7/16 & 6/23/16 & 7/4/16 7/8/16

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: By Paul Atkinson - Pres/CEO **Sign:** _____ 7/8/16
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Richard C Fraley, Jr **Sign:** _____ 7-8-16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: _____ **Sign:** _____ / _____ / _____
(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)	20
Number of bar seats	4
Standing room	0

b. Outdoor

Number of seats	20

c. Number of employees 5

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 49

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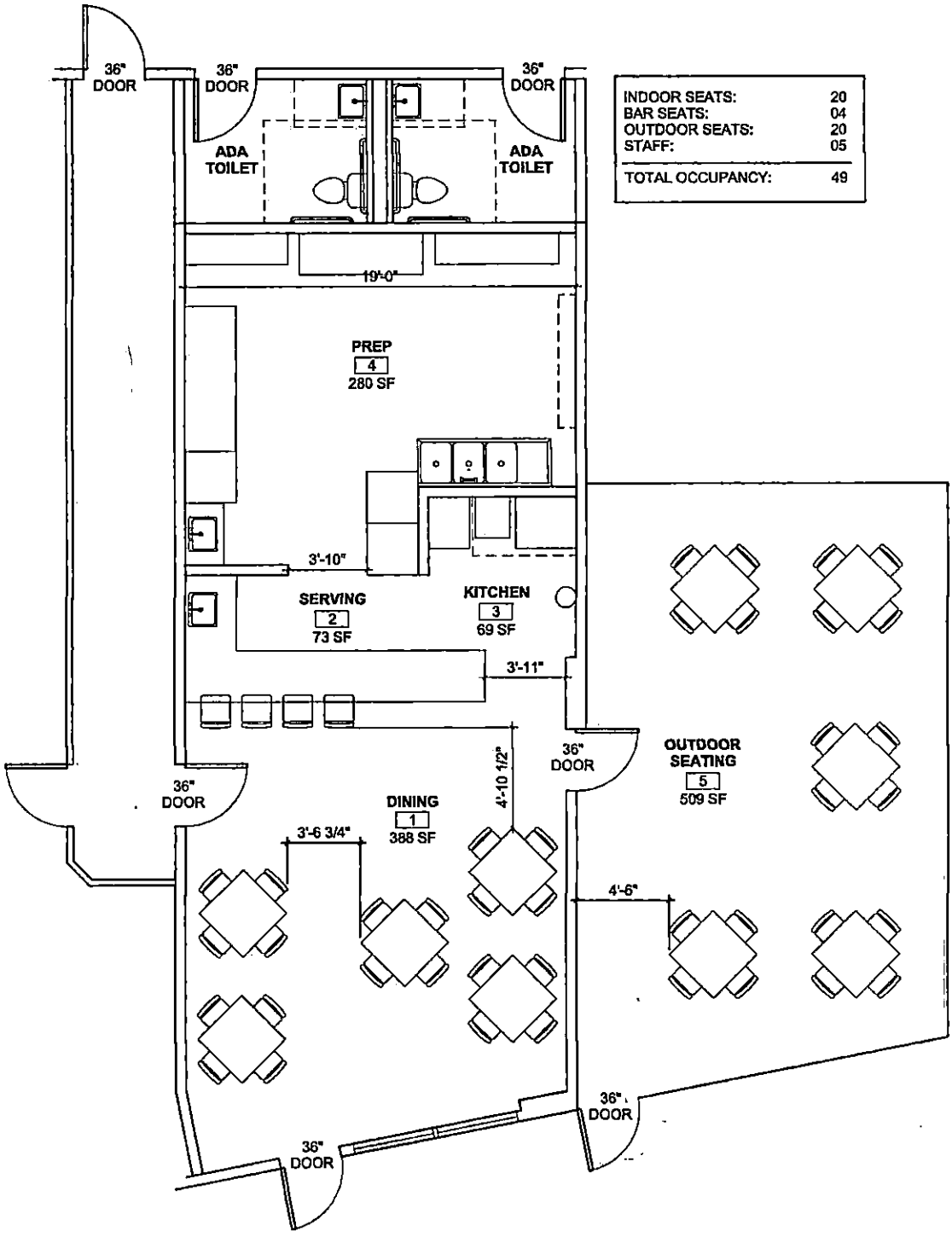


INDOOR SEATS:	20
BAR SEATS:	04
OUTDOOR SEATS:	20
STAFF:	05
TOTAL OCCUPANCY:	49

EXISTING FLOOR PLAN / SEATING PLAN
SCALE: 1/8" = 1'-0"

FOR THE PEOPLE PROJECTS

CLEMENTINE'S

SPECIAL EXCEPTIONS APPLICATION

110 LA VALETTE AVE., SUITE C NORFOLK, VIRGINIA 23504

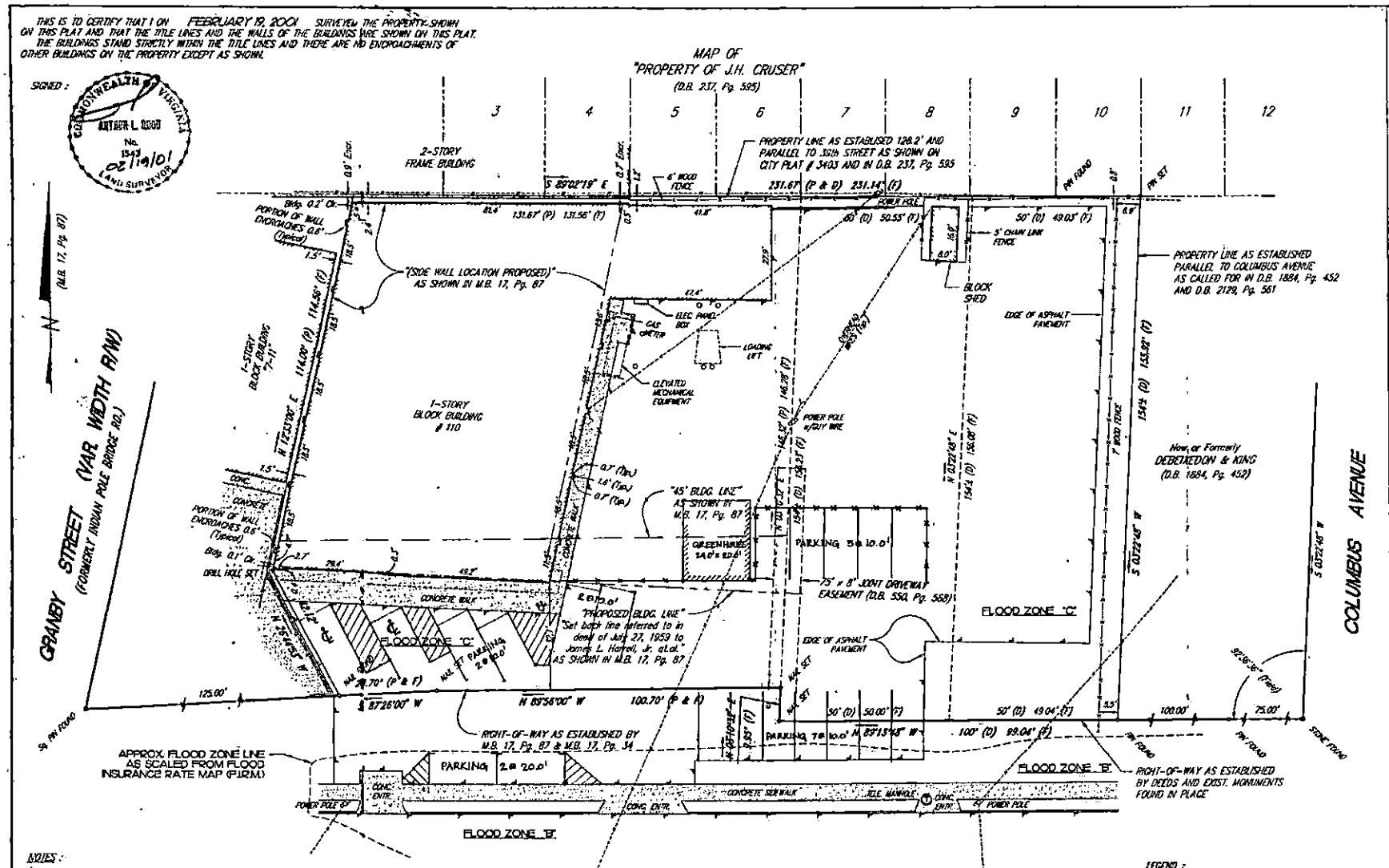
DATE: 06.13.16
PROJECT NO: 2016-133
DRAWN BY: MEK

A101

THIS IS TO CERTIFY THAT I ON FEBRUARY 19, 2001 SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS ARE SHOWN ON THIS PLAT. THE BUILDINGS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDINGS ON THE PROPERTY EXCEPT AS SHOWN.

SIGNED :

COMMONWEALTH OF VIRGINIA
ARTHUR L. ROOD
No. 1343
02/19/01
LAND SURVEYOR



NOTES :

1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ANY/ALL EASEMENTS OR RESTRICTIONS THAT MAY AFFECT SAID PROPERTY AS SHOWN.

2) THE PROPERTY SHOWN HEREON APPEARS TO FALL INSIDE ZONE (S) "B" AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR THE CITY OF NORFOLK, VIRGINIA. COMMUNITY No. 510104 0017 D, PANEL No. 17 D, DATED: APR. 17, 1984

3) LEE S. ROOD, P.C. IS NOT A PARTY IN DETERMINING THE REQUIREMENTS FOR FLOOD INSURANCE ON THE PROPERTY SHOWN HEREON. THIS SURVEY DOES NOT IMPLY THAT THIS PROPERTY WILL OR WILL NOT BE SUBJECT TO FLOODING. FOR FURTHER INFORMATION, CONTACT THE LOCAL COMMUNITY FLOOD OFFICIAL.

4) ELEVATIONS SHOWN HEREON REFER TO N.G.V.D. OF 1929.

5) TOTAL LOT AREA = 36,225.5 Square Feet or 0.832 Acre.

GRAPHIC SCALE
0 10 20 40 80
(IN FEET)
1 inch = 20 feet

LEGEND :
(D) = Deed Data
(P) = Plat Data
(T) = Field Data

PLAT & DEED REFERENCE :
DEED BOOK 808, PAGE 366
DEED BOOK 969, PAGE 466
DEED BOOK 2129, PAGE 561
MAP BOOK 17, PAGE 34
MAP BOOK 17, PAGE 87

LEE S. ROOD, P.C.
Land Surveyor
5737 BARTEE STREET
NORFOLK, VIRGINIA 23502
PHONE (757) 466-1111

Physical Survey of Property Known as # 110, 124 & 126 LaVALETTE AVENUE Norfolk, Virginia for RICHARD LEVIN

DRAWN BY:	W.W.L.
CHECKED BY:	A.L.R.
SCALE:	1"=20'
DATE:	02/19/01
JOB NO.:	53,179-01
FILE NO.:	SS-5201
REF.:	M.B. 17, Pg. 87
F.B.	778 , Pg. 73-75
SHEET	1 OF 1

Simons, Matthew

From:	Straley, Matthew
Sent:	Wednesday, July 13, 2016 12:39 PM
To:	'president@cprv.net'; 'tedkwarren@yahoo.com'
Cc:	Whibley, Terry; McClellan, Andria; Wilson, Denise; Whitney, Chris
Subject:	new Planning Commission application - 110 LaValette Ave
Attachments:	Clementine.pdf

Mr. Serafim and Mr. Warren,

Attached please find the application for a special exception to operate an eating and drinking establishment at 110 LaValette Avenue, Suite C.

The item is tentatively scheduled for the August 25, 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: President <rvba23504@yahoo.com>
Sent: Monday, August 08, 2016 1:36 PM
To: Whitney, Chris
Subject: Clementines

To Whom It May Concern,

The Board of Directors of the Riverview Village Business Association reviewed the application and voted unanimously in support of the project.

President
Riverview Village Business Association

Whitney, Chris

From: Tobie Serafim <tobie.cioccia@gmail.com>
Sent: Wednesday, August 10, 2016 4:10 PM
To: Whitney, Chris
Cc: secretary@cprv.net
Subject: Re: new Planning Commission application - 110 LaValette Ave

Dear Mr. Whitney:

On August 8, 2016, Rick Fraley, one of the principals of Clementine's, spoke to the Colonial Place/Riverview Civic League about their application for a special exception to operate an eating and drinking establishment at 110 LaValette Avenue, Suite C. By majority vote, the Civic League supports the application for Clementine's.

If you have any questions, please feel free to contact me at 757-635-1853.

Tobie Serafim, President

Colonial Place/Riverview Civic League

On Aug 8, 2016, at 1:21 PM, Whitney, Chris <Chris.Whitney@norfolk.gov> wrote:

> Mr. Serafim and Mr. Warren,
>
> I just wanted to check in about this one (Clementine's). You may not have had the chance to meet with your respective organizations, but if you have a position (support or opposition) please send any letters or emails to me and I will inform Planning Commission of the neighborhood's position.
>
> Sincerely,
>
> Chris Whitney, CFM
> Management Analyst I
> Department of City Planning
> 757-823-1253
>
> ---
>
> **From:** Straley, Matthew
> **Sent:** Wednesday, July 13, 2016 1:06 PM

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

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

Subject: **Special Exception to operate an Eating and Drinking Establishment at 2000 Colonial Avenue, Suite 6 – Exception(Ale)**

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

Approved: _____ **Item Number: R-05**
Marcus D. Jones, City Manager

I. **Staff Recommendation: Approval**.

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

III. **Request:** Special Exception for an Eating and Drinking Establishment.

IV. **Applicant: Exception(Ale)**

V. **Description:**

- Exception(Ale), an existing establishment, is currently permitted to serve alcoholic beverages for off-premises consumption.
- This request would allow Exception(Ale) to serve alcoholic beverages for on-premises consumption.
    - The applicant proposes to have pairing and tasting dinners.

	Previous	Proposed
Hours of Operation	12:00 noon until 9:00 p.m. Monday through Thursday, 12:00 noon until 10:00 p.m. Friday, 11:00 a.m. until 10:00 p.m. Saturday, 12:00 noon until 8:00 p.m. Sunday	12:00 noon until 10:00 p.m. Seven days a week
Hours of Operation for the Sale of Alcoholic Beverages for On-Premises Consumption	N/A	12:00 noon until 10:00 p.m. Seven days a week
Off-Premises Alcohol Container Sizes	• 32 and 64 oz. growlers • 4 pack of beer • 6 pack of beer	Same

VI. **Historic Resources Impacts**

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

VII. **Public Schools Impacts**

The site is located in the Taylor 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:

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

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: August 25, 2016

Executive Secretary: George M. Homewood, FAICP, CFM GH

Planner: Eric Ketterling EK

Staff Report	**Item No. 4**	
Address	**2000 Colonial Avenue, suite 6**	
Applicant	**Exception(Ale)**	
Request	**Special Exception**	**Eating and Drinking Establishment**
Property Owner	The Corner Shops, LLC	
Site Characteristics	Building/Suite Area	4,974 sq. ft./ 1,200 sq. ft.
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial) and PCO-21st (Pedestrian Commercial Overlay District-21st Street)
	Neighborhood	Ghent Business District
	Character District	Traditional
Surrounding Area	North	C-2 & PCO-21st: Benjamin Moore; BB&T Bank; Bardo Edibles and Elixirs
	East	C-2 & PCO-21st: Savor the Olive; Bangkok Garden; Duplexes
	South	C-2 & PCO-21st: Kappo Nara Ramen; Bank of America; office building; U.S. Post Office
	West	C-2 & PCO-21st: Sherwin Williams Paint; Hardee's; Wells Fargo; office building

A. Summary of Request

- Exception(Ale), an existing establishment, is currently permitted to serve alcoholic beverages for off-premises consumption.
- This request would allow Exception(Ale) to serve alcoholic beverages for on-premises consumption.
    - The applicant proposes to have pairing and tasting dinners.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The use is permitted in the C-2 and PCO-21st districts by special exception.

	Previous	Proposed
Hours of Operation	12:00 noon until 9:00 p.m. Monday through Thursday, 12:00 noon until 10:00 p.m. Friday, 11:00 a.m. until 10:00 p.m. Saturday, 12:00 noon until 8:00 p.m. Sunday	12:00 noon until 10:00 p.m. Seven days a week
Hours of Operation for the Sale of Alcoholic Beverages for On-Premises Consumption	N/A	12:00 noon until 10:00 p.m. Seven days a week
Off-Premises Alcohol Container Sizes	• 32 and 64 oz. growlers • 4 pack of beer • 6 pack of beer	Same

- Special exception history:

City Council Approval	Applicant	Request
2015	Exception(Ale)	Off-Premises Alcohol Consumption
Pending	Exception(Ale)	Eating and Drinking Establishment

ii. Parking

This establishment is located within the Center Shops shopping center, which provides adequate on-site parking to support this use.

iii. Flood Zone

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

D. Transportation Impacts

Trip Generation Analysis

- No new trips are forecast related to the proposed addition of on-premises tasting and pairing dinners at this existing retail location for off-premises alcohol sales.
- Colonial Avenue adjacent to the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- However, W. 21st Street near the site is identified as a severely congested corridor in the PM peak in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit service with Hampton Roads Transit bus routes 4 (Church) and 11 (Colonial) operating near the site.
- Colonial Avenue adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

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

D. Public Schools Impacts

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

F. Impact on the Environment

There are no opportunities to provide additional landscaping or a reduction in impervious surfaces.

G. AICUZ Impacts

N/A

H. Impact on Surrounding Area/Site

Over the past year there have been no calls for police service and no arrests made

I. Payment of Taxes

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

J. Civic League

- The application was sent to the Ghent Neighborhood League and Ghent Business Association on July 13.
- A letter of support was received from the Ghent Business Association on August 23.

K. Communication Outreach/Notification

- Legal notice was posted on the property on July 12.
- Letters were mailed to all property owners within 300 feet of the property on August 13.
- Legal notification was placed in *The Virginian-Pilot* on August 11 and August 18.

L. Recommendation

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be from 12:00 noon until 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 13 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 15 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) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this Special Exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new Special Exception must be obtained prior to implementing such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

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

(i) 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.

(j) 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.

(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 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.

(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
Application
Notice to the Ghent Neighborhood League and to the Ghent Business Association
Letter of Support from the Ghent Business Association

Proponents and Opponents

Proponents
Greg Hartman – Applicant
4549 Valhalla Drive
Portsmouth, VA 23707

Opponents
None

08/24/2016 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 "EXCEPTION ALE" ON PROPERTY LOCATED AT 2000 COLONIAL AVENUE, SUITE 6.

- - -

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

Section 1:- That a Special Exception is hereby granted to Exception Ale, LLC authorizing the operation of an eating and drinking establishment named "Exception Ale" on property located at 2000 Colonial Avenue, Suite 6. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 226 feet, more or less, along the eastern line of Colonial Avenue, 236 feet, more or less, along the southern line of West 21st Street, and 288 feet, more or less, along the northern line of West 20th Street; premises numbered 2000 Colonial Avenue, Suite 6.

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 12:00 noon 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 13 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 15 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) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this Special Exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new Special Exception must be obtained prior to implementing such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

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

requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(i) 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.

(j) 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.

(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 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.

(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 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 ~~4/20/16~~ 7-11-16

Trade name of business EXCEPTION ALE LLC

Address of business 2000 COLONIAL AVE #6, NORFOLK VA 23517

Name(s) of business owner(s)* GREG HARTMAN

Name(s) of property owner(s)* CORNER SHOPS LLC, JEFFERSON COOPER

Daytime telephone number (757) 535-8462

*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 12 pm	To 10 pm	Weekday	From 12 pm	To 10pm
Friday	From 12pm	To 10pm	Friday	From 12pm	To 10pm
Saturday	From 12 pm	To 10pm	Saturday	From 12 pm	To 10pm
Sunday	From 12pm	To 8pm	Sunday	From 12pm	To 8pm

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

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
TASTING AND PAIRING DINNERS MAY BE

OFFERED FROM TIME TO TIME

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

Eating and Drinking Establishment

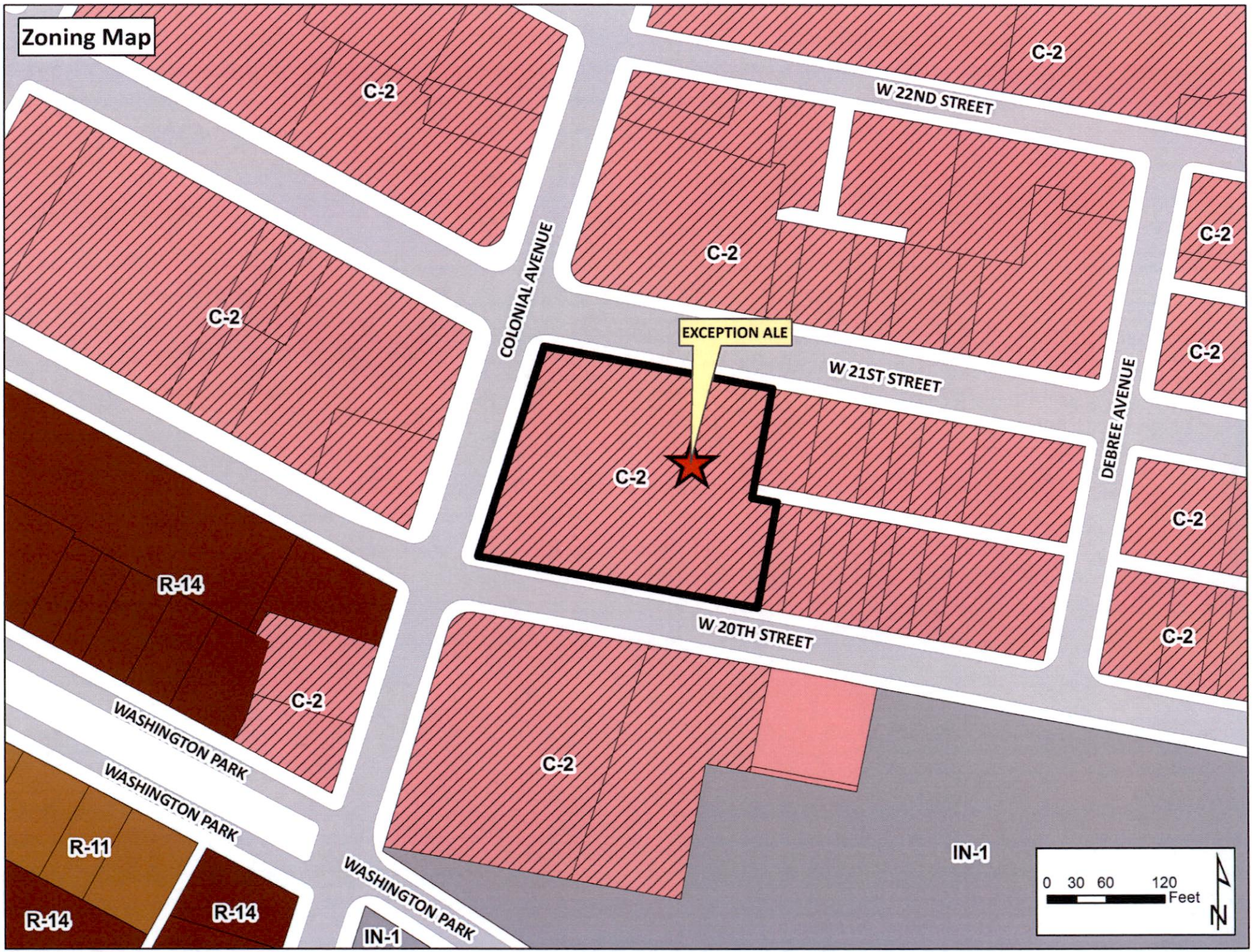
10. Additional comments/ description/operational characteristics or prior experience:

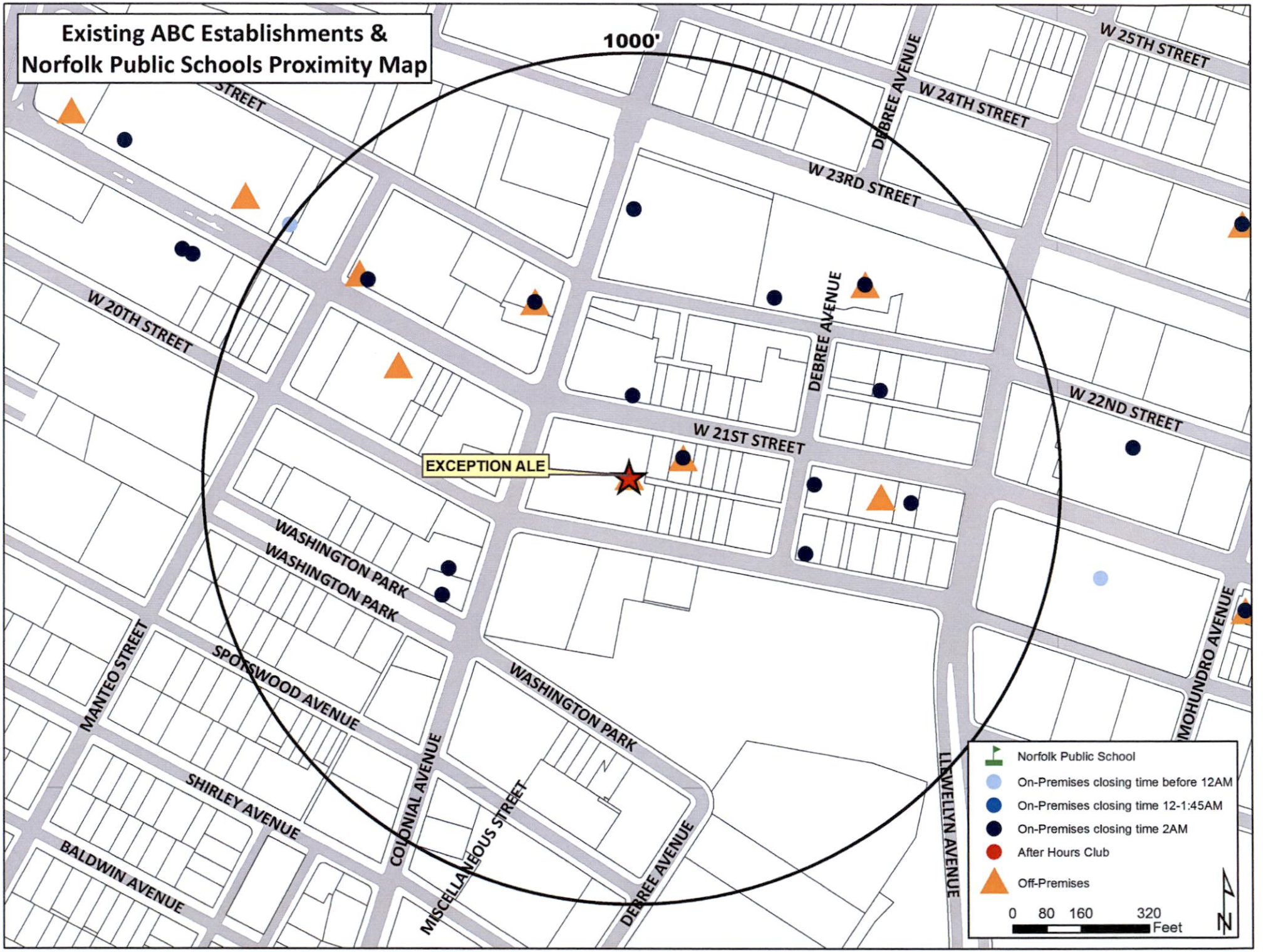
BUSINESS ALREADY FUNCTIONS AS OFF-PREMISES BUSINESS AND WILL REMAIN SAME CORE BUSINESS BUT WITH ON-PREMISES OPTION

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

Signature of Applicant

Location Map
W 21ST STREET
COLONIAL AVENUE
EXCEPTION ALE
W 20TH STREET
0 12.5 25 50
Feet
N


Zoning Map
C-2
W 22ND STREET
C-2
C-2
COLONIAL AVENUE
C-2
EXCEPTION ALE
W 21ST STREET
DEBREE AVENUE
C-2
C-2
C-2
C-2
R-14
W 20TH STREET
C-2
WASHINGTON PARK
WASHINGTON PARK
C-2
IN-1
R-11
R-14
R-14
WASHINGTON PARK
IN-1
0 30 60 120
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
EXCEPTION ALE
W 25TH STREET
W 24TH STREET
W 23RD STREET
W 22ND STREET
W 21ST STREET
W 20TH STREET
DEBREE AVENUE
WASHINGTON PARK
MANTEO STREET
SPOTSWOOD AVENUE
SHIRLEY AVENUE
BALDWIN AVENUE
COLONIAL AVENUE
MISCELLANEOUS STREET
LLEWELLYN AVENUE
MOHUNDRO AVENUE
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
EATING AND DRINKING ESTABLISHMENT
(Please print)

Date ~~7-11-16~~ 7-11-16

DESCRIPTION OF PROPERTY

Address 2000 Colonial Ave Suite 6, Norfolk VA 23517

Existing Use of Property Growler Fill and Bottle Shop Gourmet Store

Proposed Use Same, But with ability to offer on premise consumption

Current Building Square Footage 1200

Proposed Building Square Footage 1200

Trade Name of Business (if applicable) Exception Ale LLC.

APPLICANT

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

1. Name of applicant: (Last) Hartman (First) Greg (MI) ____

Mailing address of applicant (Street/P.O. Box): 4549 Valhalla Dr

(City) Portsmouth (State) VA (Zip Code) 23707

Daytime telephone number of applicant (757) 535-8462 Fax ( )

E-mail address of applicant: Greg@Exgrowlers.com

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510

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) Hartman (First) Greg (MI) ____

Mailing address of applicant (Street/P.O. Box): 4549 Valhalla Dr

(City) Portsmouth (State) VA (Zip Code) 23707

Daytime telephone number of applicant (757) 535-8962 Fax ( )

E-mail address of applicant: Greg@exgrowlers.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) Yelinek (First) Mary (MI) ____

Mailing address of property owner (Street/P.O. box): 222 Central Park Ave Suite 1820

(City) Virginia Beach (State) VA (Zip Code) 23462

Daytime telephone number of owner (757) 213-4164 email: mary.yelinek@thalhimer.com

CIVIC LEAGUE INFORMATION

Civic League contact: Emily Birkness

Date(s) contacted: 7-11-16

Ward/Super Ward information: Ghent

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: CORNER STOPS, LLC By Jeff Cooper **Sign:** Jeff S Cy 7/8/16
(Property Owner or Authorized Agent of) (Signature) (Date)

Print name: Greg Hartman **Sign:** 3/31/16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

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

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

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

Total capacity

a. Indoor
Number of seats (not including bar seats) 13
Number of bar seats 1
Standing room Ø

b. Outdoor
Number of seats 1

c. Number of employees 2

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 15

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510

Riddick Fiedler Sternpc
Architecture ■ Planning ■ Interior Design
261 West Bute Street ■ Norfolk, VA 23510 ■ (757) 627-2791

EXCEPTIONALE GROWLER FILLING STATION

2000 COLONIAL AVE., SUITE #6
NORFOLK, VA 23517

RFS JOB #
2015-012
DATE
08/18/16

REVISIONS			
NO.	DESCRIPTION	DATE
1	SEATING ARRANGEMENT	08/24/16

COMMONWEALTH OF VIRGINIA
PETER M. DYKEMA
Lic. No. 18108
08-24-16
ARCHITECT

I. REFERENCED MODEL BUILDING CODE: INTERNATIONAL BUILDING CODE / 2012 EDITION

II. USE GROUP: B BUSINESS

III. TYPE OF CONSTRUCTION: II-B

IV. TOTAL TENANT AREA = 1,200 SF

V. ONE STORY

VI. FIRE SUPPRESSION: BUILDING IS NOT SPRINKLERED

ALLOWABLE AREA PER FLOOR: 12,500 SF (TABLE 503, IBC 2012)

VII. OCCUPANT LOAD (TABLE 1004.1.2, IBC 2012):

BUSINESS (B): 1200 SF / 100 GROSS = 12 OCCUPANTS

VIII. FIRE RATED ASSEMBLIES:

EXISTING FULL HEIGHT CMU TENANT DEMISING WALL TO UNDERSIDE OF ROOF DECK

IX. EXIST ACCESS TRAVEL DISTANCE: LENGTH OF EXIT ACCESS TRAVEL
ALLOWED PER TABLE 1016.1, 2012 IBC: 200'
MAXIMUM TRAVEL DISTANCE THIS PROJECT: 74'

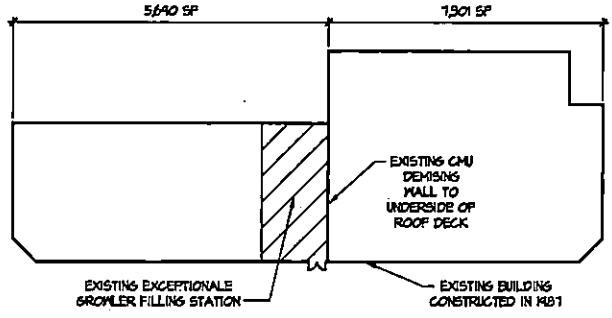
X. NUMBER OF EXITS:

REQUIRED BY CODE: 1
ACTUAL THIS BUILDING: 1

XI. NUMBER OF RESTROOM PLUMBING FIXTURES PER TABLE 403.1, IPC:

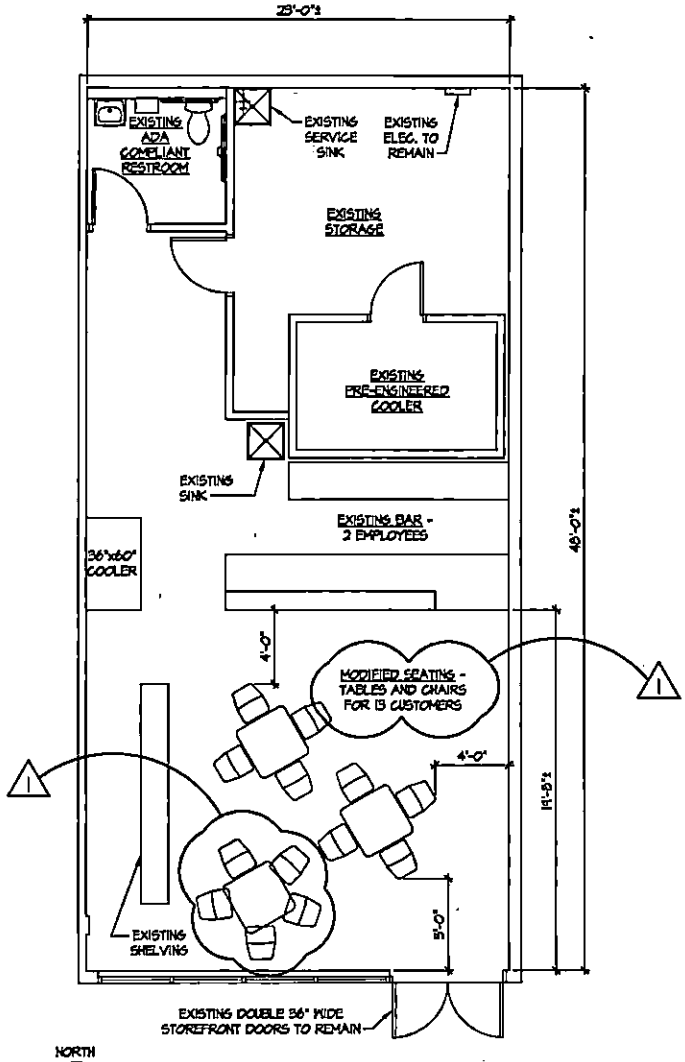
	REQUIRED BY CODE	ACTUAL THIS BUILDING
LAVATORIES:	(EXCEPTION 403.2.2, IPC)	
WATER CLOSETS:		
SERVICE SINKS:		

*NOTES: LAVATORY AND WATER CLOSET MUST COMPLY WITH ALL ADA CODE REGULATIONS.
OWNER WILL PROVIDE DRINKING WATER TO CUSTOMERS DURING BUSINESS HOURS.



NORTH

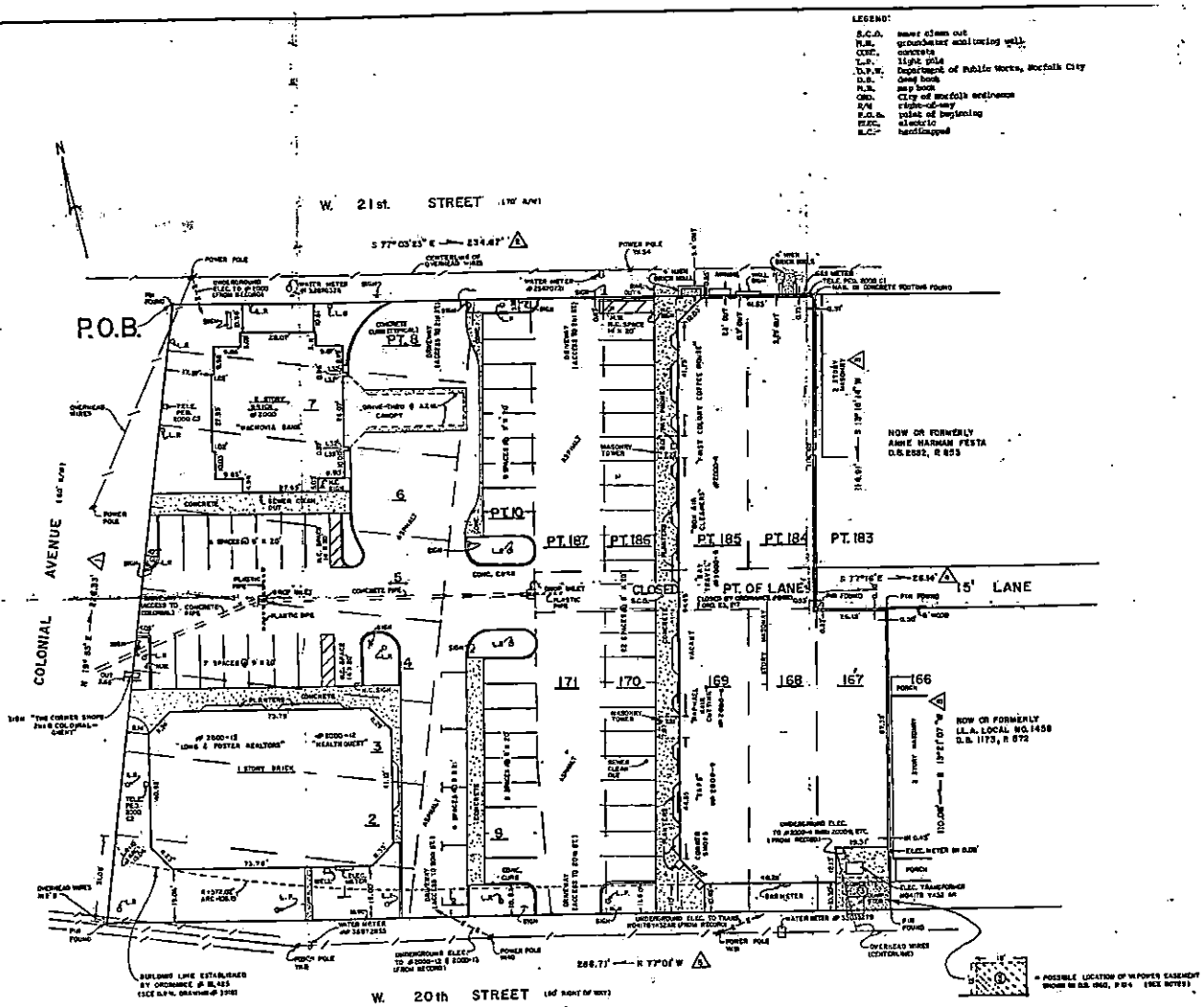
KEY PLAN
NOT TO SCALE



NORTH

PROPOSED FLOOR PLAN
SCALE: 1/8" = 1'-0"

NOTE: ALL DIMENSIONS ARE TO FINISH SURFACE OF PARTITION



ALTA/ASCM LAND TITLE SURVEY OF LOTS 1, 2, 3, 4, 5, 6, 7, 9 & PARTS OF LOTS 8 & 10, BLOCK 8, PLAT OF FAIRMOUNT LAND AND BUILDING CORP. (M.B. 2, P. 39) AND LOTS 167, 168, 169, 170, 171 & PARTS OF LOTS 184, 185, 186 & 187 & PART OF LANE BETWEEN LOTS 168 - 171 ON THE SOUTH & LOTS 184 - 187 ON THE NORTH, HOME LAND CO. (M.B. 2, P. 25 CHES) NORFOLK, VIRGINIA

FOR: CHARLES N. COOPER & JOEL B. COOPER

BECK ASSOCIATES, P.C.
2448 TIDEWATER DR.
NORFOLK, VA 23509
(757) 588-0393

CONSULTING ENGINEERS BECK ASSOCIATES pc NORFOLK, VIRGINIA

FEBRUARY 24, 1999 SCALE: 1" = 20'

Ketterling, Eric

From: Straley, Matthew
Sent: Wednesday, July 13, 2016 12:33 PM
To: 'info@ghentva.org'; 'Emily Birknes'; 'ted@nusbauminsurance.com'
Cc: Whibley, Terry; McClellan, Andria; Wilson, Denise; Ketterling, Eric
Subject: new Planning Commission application - 2000 Colonial Ave
Attachments: ExceptionAle.pdf

Ms. Birknes and Mr. Enright,

Attached please find the application for a special exception to operate an eating and drinking establishment at 2000 Colonial Avenue, Suite 6.

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

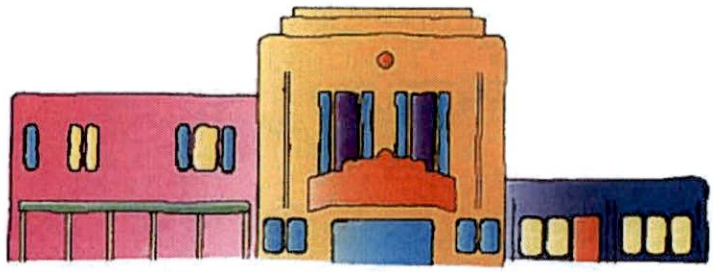
Staff contact: Eric Ketterling at (757) 664-6577, eric.ketterling@norfolk.gov

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov



Ghent Business Association

August 23, 2016

City Council
City of Norfolk
City Hall
Norfolk, VA 23510

To whom it may concern,

The GBA would like to express its support for the request for special exceptions by Exception(Ale).

Sincerely,

Ted Enright
Corresponding Secretary
Development Committee Chairman
Ghent Business Association

P.O. Box 11571 • Norfolk, VA 23517

C: Dir., Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

From: David L. Ricks, Director of Public Works

Subject: Dedication of easement from Lake Wright Retail Investors, LLC

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

Ward/Superward: 4/7

Approved: Marcus D. Jones, City Manager

Item Number: **R-06**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk, Department of Public Works

III. **Description:**
This agenda item is an ordinance to accept an easement from Lake Wright Retail Investors, LLC ("Lake Wright Retail") for the purpose of constructing and maintaining a public sidewalk and authorizing the City Manager to execute a Deed of Easement on behalf of the City of Norfolk (the "City").

IV. **Analysis:**
To accommodate the construction of a public sidewalk along the western side of Premium Outlet Boulevard, Lake Wright Retail desires to grant and convey to the City a 10' pedestrian easement for the purpose of constructing a public sidewalk for pedestrian use and travel.

V. **Financial Impact:**
There are no costs associated with the acceptance of this easement.

VI. **Environmental:**
There are no known environmental issues associated with the acceptance of this easement.

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

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

IX. Coordination/Outreach

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

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A (Easement exhibit)
- Exhibit B (Easement description)

8/29/2016MR

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING AN EASEMENT FROM LAKE WRIGHT RETAIL INVESTORS, LLC FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A PUBLIC SIDEWALK AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEED OF EASEMENT ON BEHALF OF THE CITY OF NORFOLK.

- - -

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

Section 1:- That the dedication of a public use easement for the purpose of a public sidewalk on the property located at 6282 Northampton Boulevard in the location shown in the Deed of Easement attached hereto as Exhibit A is hereby accepted, and the terms of the Deed of Easement are hereby approved.

Section 2:- That the City Manager is authorized to execute the Deed of Easement on behalf of the City of Norfolk.

Section 3:- That the City Manager is further authorized to make such corrections or revisions to the Deed of Easement, with the advice and counsel of the City Attorney, as he may deem advisable to carry out the intent of the Council.

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

This document was prepared by:
Michelle G. Foy, Assistant City Attorney (VSB #40213)
Office of the Norfolk City Attorney
810 Union Street
900 City Hall Building
Norfolk, Virginia 23510

Tax Map and Parcel Number 8099-7618
Consideration: $0.00

This deed is exempt from taxation under Virginia Code §§ 58.1-811(A)(3).

DEED OF EASEMENT

THIS DEED EASEMENT is made as of the 13th day of September, 2016, by and between **LAKE WRIGHT RETAIL INVESTORS, LLC**, Grantor, and **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia, Grantee.

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain property located in the City of Norfolk at 6282 Northampton Boulevard, shown in part on Exhibit A attached hereto, and hereinafter referred to as the "Property;" and

WHEREAS, the Grantor desires to grant and convey to the Grantee and Grantee is willing to accept, a 10' pedestrian access easement over the Property for the purpose of allowing the Grantee to construct and maintain a sidewalk for pedestrian use and travel, subject to the terms and conditions stated in this Deed.

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants, conveys, covenants and agrees as follows:

1. Grant and Conveyance of Easement. For and in consideration of ONE DOLLAR ($1.00), cash in hand paid, the Grantor hereby grants and conveys to the Grantee and their successors and assigns (hereafter, all references to the Grantee include its successors and assigns), with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, an

easement over the Property as shown on Exhibit A and described in Exhibit B, attached hereto (the "Easement"), such Easement restricting in perpetuity the use of that portion of the Property encompassing the area of the Easement in the manner as set forth herein.

2. Purpose of the Easement. The purpose of the Easement is to construct and maintain a public sidewalk for pedestrian use and travel.

3. Ownership of Improvements. All improvements within the Easement established by the Grantee shall be and remain the property of the Grantee.

4. Right to Inspect, Maintain and Repair the Sidewalk. The Grantee may enter the easement to inspect, maintain and repair the sidewalk as provided herein:

A. Right to Disturb and Maintain the Easement Premises. The Grantee shall have the right to trim, cut or remove any trees, brush or shrubbery, remove and relocate fences, structures or other obstructions, and take other similar actions reasonably necessary to establish, construct, repair and maintain the sidewalk.

B. Obligation to remove trash and other debris. The Grantee shall remove from the Easement all trash and other debris resulting from the establishment, construction, repair, and maintenance of the sidewalk.

5. Restrictions on Uses and Activities in the Easement. The Grantee shall have the right to regulate and restrict the uses and activities of the public within the Easement, in its sole discretion.

6. Easement Runs With the Land. The Easement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.

7. Exclusivity; Restrictions. The Easement is an exclusive easement. Neither the Grantor nor any person acting under the Grantor's express or implied consent shall modify, alter,

reconstruct, interfere with, disturb or otherwise change in any way the land or any improvement located within the Easement; and further provided that such persons shall not construct or maintain any roadway, or erect any building, fence, retaining wall or other structure within the Easement.

8. Enforcement. In addition to any remedy provided by law to enforce the terms of this Deed, the parties shall have the following rights and obligations:

A. Action at Law Inadequate Remedy. It is conclusively presumed that an action at law seeking a monetary remedy is an inadequate remedy for any breach or violation, or any attempted breach or violation, of any term of this Deed.

B. Failure to Enforce Does Not Waive Right to Enforce. The failure of either Grantor or Grantee to enforce any term of this Deed shall not be deemed a waiver of the right to do so thereafter, nor discharge nor relieve the Grantor or the Grantee from thereafter complying with any such term.

C. No Third Party of Enforcement. Nothing in this Easement shall create any right in the public or any third party to maintain any suit or action against any party hereto.

9. Notice of Proposed Transfer or Sale. The Grantor, its successors and assigns, shall notify the Grantee in writing at the time of closing on any transfer or sale of the Property. In any deed conveying all or any part of the Property, the Easement shall be referenced by deed book and page number in the deed of conveyance and shall state that this Deed is binding upon all successors in interest in the Property in perpetuity.

10. Relation to Applicable Laws. This Deed does not replace, abrogate or otherwise supersede any federal, state or local laws applicable to the Property.

11. Severability. If any provision of this Deed is determined to be invalid by a court of competent jurisdiction, the remainder of this Easement shall not be affected thereby.

12. Recordation. Upon execution by the parties, this Deed shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of the City of Norfolk.

13. Authority to Acquire Easement. The Grantee is authorized to acquire the Easement pursuant to Virginia Code § 15.2-1800 and Norfolk City Charter section 2(5).

The Grantee acting by and through its City Manager duly authorized by ordinance adopted by the City Council of the City of Norfolk, Virginia, accepts the conveyance of this property pursuant to Virginia Code § 15.2-1803, as evidenced by the City Manager's signature hereto and the recordation of this Deed.

WITNESS the following signatures:

(SIGNATURE PAGES TO FOLLOW)

GRANTOR:

LAKE WRIGHT RETAIL INVESTORS, LLC

By: Sunrise Red Maples LLC,
Managing Member

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, 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 _____, _____ of Lake Wright Retail Investors, LLC, whose name is signed to the foregoing Deed of Easement dated as of September 13, 2016, has acknowledged the same before me in my City and State aforesaid.

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

_____ [SEAL]
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 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 Deed of Easement dated as of September 13, 2016, have acknowledged the same before me in my City and State aforesaid.

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

_____ [SEAL]
Notary Public

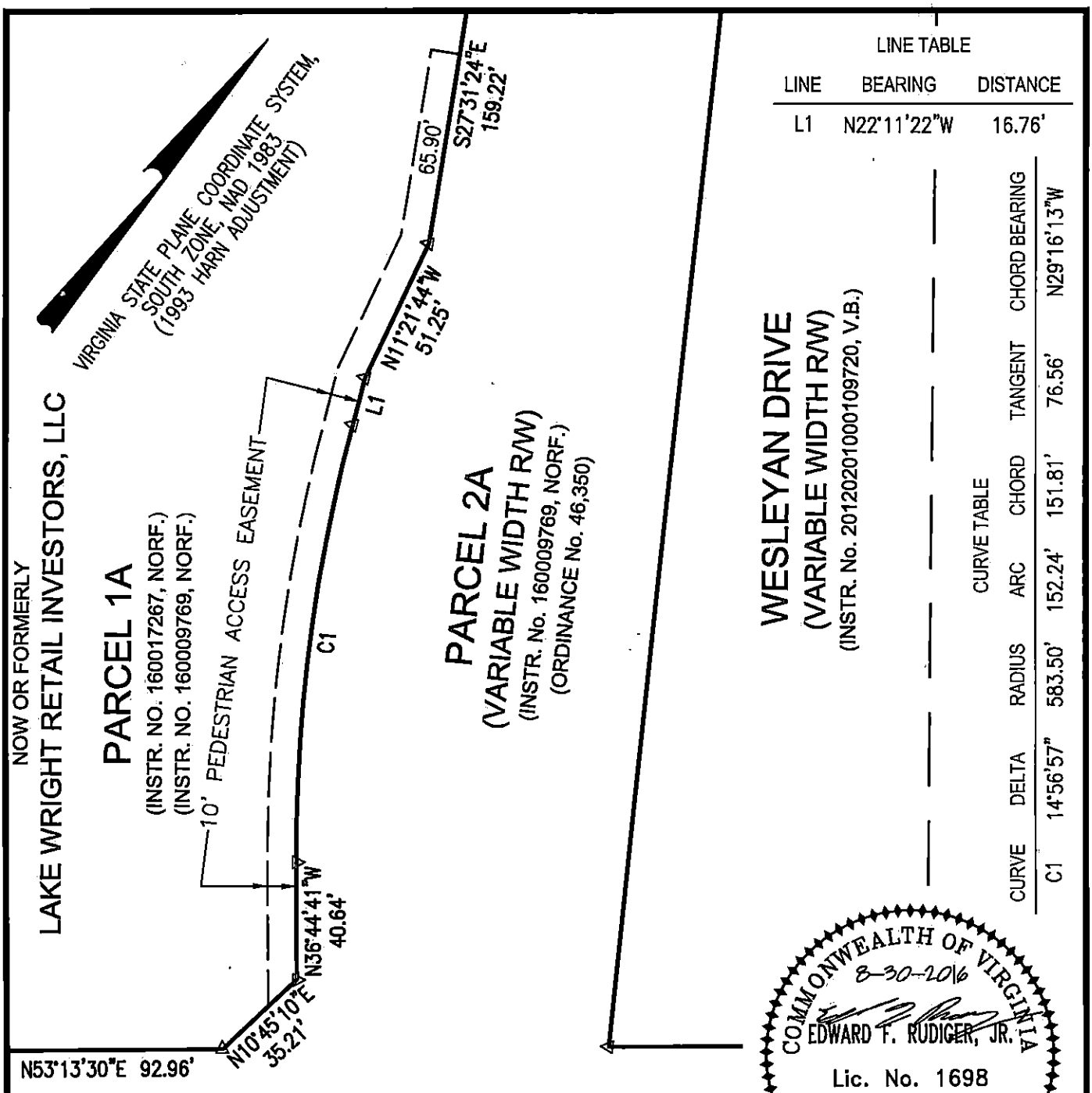
_____
Registration No.

Approved as to Contents:

_____
Director of Public Works

Approved as to Form and Correctness

_____
Assistant City Attorney



LINE TABLE

LINE	BEARING	DISTANCE
L1	N22°11'22"W	16.76'

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	14°56'57"	583.50'	152.24'	151.81'	76.56'	N29°16'13"W

COMMONWEALTH OF VIRGINIA
8-30-2016
EDWARD F. RUDIGER, JR.
Lic. No. 1698
LAND SURVEYOR

EXHIBIT A
10' PEDESTRIAN ACCESS EASEMENT
ON PARCEL 1A
PROPERTY OF
LAKE WRIGHT RETAIL INVESTORS, LLC
NORFOLK, VIRGINIA

AMERICAN Engineering
American Engineering Associates - Southeast, P.A. Inc.
448 Viking Drive, Suite 170
Virginia Beach, VA 23452
757-468-6800
FIRM# 0405001994

Date	Project	Scale	Drawn By	Drawing Path\Name, Layout
08/23/16	13120	1"=50'	JPP	M:\13\120\Surveys\13120 Exhibit, Ped Acc Esmt.dwg, 001

EXHIBIT B

Legal Description
Premium Outlet Boulevard - Sidewalk Easement

An irregular-shaped lot, piece or parcel of land situate being a 10' sidewalk easement, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: Commencing at a point that is the southwest corner of Parcel 2A on Northampton Boulevard as shown on that certain plat entitled, "Subdivision Plat of Parcel 1, Lake Wright II, L.L.C., and Property of the Economic Development Authority of the City of Norfolk," being recorded in the Clerk's Office of the Circuit Court of the City of Norfolk in Map Book 74 at Pages 136 and 137; thence, N 10°- 45'-10" E, 21.65 feet along the western line of said Parcel 2A (Premium Outlet Boulevard) to the Point of Beginning; thence, leaving the said the western line of said Parcel 2A (Premium Outlet Boulevard,) N 36°- 44'-41" W, 49.80 feet, more or less, to a to a point of curvature; thence, 154.85 feet, more or less, along the arc of a curve to the right, having a radius of 593.50 feet, a chord distance of 154.41 feet, more or less, and a chord bearing of N 29°- 16'-13" W; thence, N 22°- 11'-22" W, 17.71 feet, more or less, to a point; thence, N 11°- 21'-44" W, 50.78 feet, more or less, to a point; thence, N 27°- 31'-24" W, 64.48 feet, more or less, to a point; thence, N 62°- 28'-36" E, 10.00 feet, to a point on the said western line of said Parcel 2A (Premium Outlet Boulevard); thence, continuing southerly along the said the western line of said Parcel 2A (Premium Outlet Boulevard,) S 27°- 31'-24 E, 65.90 feet, to a point; thence, S 11°- 21'-44" E, 51.25 feet, to a point; thence, S 22°- 11'-22" E, 16.76 feet, more or less, to a point; thence, 152.24 feet, more or less, along the arc of a curve to the left, having a radius of 583.50 feet, a chord distance of 151.81 feet, more or less, and a chord bearing of S 29°- 16'-13" E; thence, S 36°- 44'-41" E, 40.64 feet, to a point; thence, S 10- 45'-10" W, 13.56 feet, to the Point of Beginning.

The above-described parcel contains 0.076 acre of land, more or less.

August 29, 2016

C: Dir., Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

From: David L. Ricks, Director of Public Works

Subject: Dedication of public right-of-way for Military Highway Widening Project

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

Ward/Superward: 4/7

Approved: Marcus D. Jones, City Manager

Item Number: **R-07**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** N/A

III. **Description:**
This agenda item is an ordinance to dedicate property owned by the City of Norfolk (the "City") as public right-of-way for the widening of Military Highway. The property in question is located adjacent to Military Highway between Lowery Road and Robin Hood Road.

IV. **Analysis**

- The right-of-way dedication of three parcels of City property is required for construction of the VDOT-administered *Military Highway Widening and Continuous Flow Intersection Project*.
- This dedication of right-of-way supports a major construction project that will produce capacity improvements along one of the most important retail corridors in the region as well as an important connecting route for traffic to and from economic centers located at Norfolk International Airport, Naval Station Norfolk, and the Joint Expeditionary Base Little Creek.
- The three areas of dedication for public use, together totaling one-third acre, will contain permanent drainage facilities and improvements to Broad Creek. These storm water management improvements are an essential part of Military Highway, and must be within the City's right-of-way to ensure continued operation and maintenance access.
- The right-of-way dedication would be in effect from and after adoption of the ordinance.

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

V. **Financial Impact:**

- The right-of-way dedication has zero dollar value. No funding is required.
- The dedication of these parcels to public right-of-way will support a roadway project that will improve the City's infrastructure and improve safety and quality of life, with the potential for encouraging economic development within the City.

VI. **Environmental:**

N/A

VII. **Community Outreach/Notification:**

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

VIII. **Board/Commission Action:**

N/A

IX. **Coordination/Outreach:**

This letter and ordinance have been coordinated with the City Attorney's office, Corman and VDOT.

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A: Right of Way Dedication/Right of Entry
- Exhibit B: Legal Descriptions

8/25/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DEDICATING CERTAIN PROPERTY OWNED BY THE CITY OF NORFOLK AS PUBLIC RIGHT OF WAY IN CONNECTION WITH THE MILITARY HIGHWAY CONTINUOUS FLOW INTERSECTION PROJECT.

- - -

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

Section 1:- That the property owned by the City of Norfolk described in Exhibit A and shown on Exhibit B attached hereto is hereby dedicated as public right of way in connection with the Military Highway Continuous Flow Intersection Project.

Section 2:- That this ordinance shall be in effect from and after the date of its adoption.

EXHIBIT A TO ORDINANCE

Right-Of-Way Dedication
Parcel 007 – Military Highway CFI

An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: BEGINNING at a point that is located on the western right-of-way line of Military Highway; said point being north of the Harry Lee Property, and being south of the City of Norfolk property, being shown on that certain plat entitled, "Property of City of Norfolk, Located Near City Water Works – in - Princess Anne County, Virginia"; being dated March 1950, and being on file in the Division of Surveys, Public Works Department, Norfolk, Virginia as file #3299; thence, N 31°06'32" W, 15.96 feet to a point; said point being located on the southern line of the City of Norfolk property; thence, 52.06 feet, more or less, along an arc of a non-radial curve to the right, having a radius of 3016.31 feet, a chord bearing of N 01°55'25" E, and a chord distance of 52.06 feet, more or less; thence, along the following (5) five courses: N 12°14'57" W, 49.84 feet to a point; thence, N 01°51'17" W, 60.93 feet to a point; thence, N 04°57'24" E, 385.67 feet to a point; thence, along a bearing of S 52°34'53" E, 20.72 feet to a point; said point being located on the western right-of-way line of Military Highway; thence, S 03°12'58" W, 407.87 feet to a point of curvature; thence, 139.94 feet, along an arc of a curve to the left, having a radius of 2950.00 feet, a chord bearing of S03°12'58"W, and a chord distance of 139.93 feet, to the point of beginning being shown on that certain exhibit entitled, "Exhibit for Property of City of Norfolk Right of Way Dedication/Right of Entry Norfolk, Virginia," being prepared by Rice Associates, Surveying Photogrammetry Laser Scanning, in Virginia Beach, Virginia, dated August 8, 2016, and indexed as Parcel 007.

The above-described parcel contains 0.267 acre of land, more or less.

August 17, 2016

Right-Of-Way Dedication
Parcel 008 – Military Highway CFI

All that certain lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel lying east of the eastern line of North Military Highway and being further described as follows: BEGINNING at a point that is opposite Station 125+11.88 on Sheet 7 of Virginia State Highway Project 0013-122-V03, RW-203, C-503, said point being on the eastern right-of-way line of North Military Highway; thence, 23.11 feet northwardly along the said right-of-way line to a point opposite Station 125+34.99 on sheet 7 of Virginia State Highway Project 0013-122-V03, RW-203, C-503; thence, northwardly along the said right-of-way line to a point opposite Station 126+03.16 on sheet 7 of Virginia State Highway Project 0013-122-V03, RW-203, C-503; thence, N 63°41'58" E, 21.23 feet, more or less, to a point; thence, S 17°47'25" W, 90.06 feet to point; thence, S69°03'00"W, 34.79 feet, more or less, to the point of beginning being shown on that certain exhibit entitled, "Exhibit for Property of City of Norfolk Right of Way Dedication, Virginia," being prepared by Rice Associates, Surveying Photogrammetry Laser Scanning, in Virginia Beach, Virginia, dated August 8, 2016, and indexed as Parcel 008.

The above-described parcel contains 0.053 acre of land, more or less.

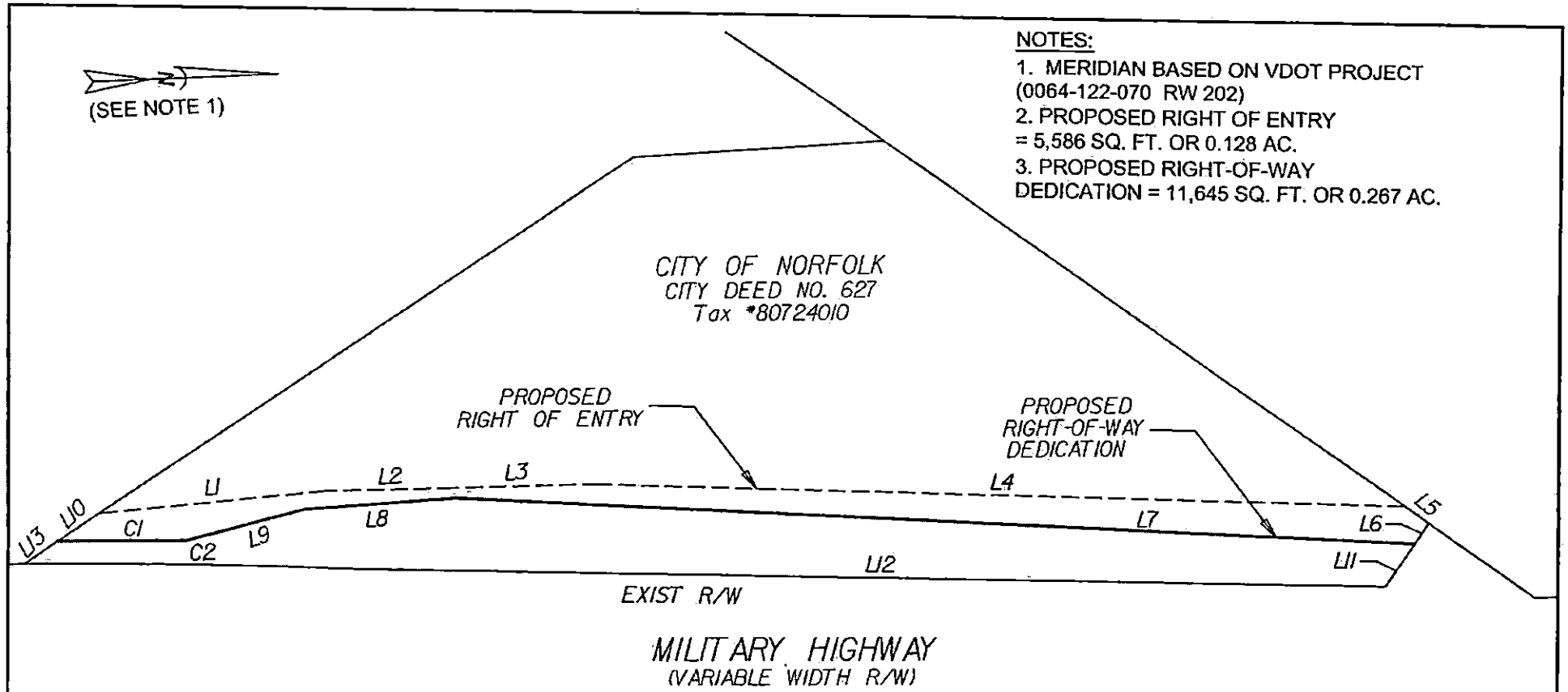
August 12, 2016

Right-Of-Way Dedication
Parcel 041 – Military Highway CFI

All that certain lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, and being further described as follows: BEGINNING at a point that is 86.98 feet, more or less, west of Construction Baseline Station 154+77.47 as shown on sheet11 of Virginia State Highway Project 0165-122-181, RW-201, C-501, said point of beginning being on the west right-of-way line of Military Highway dedicated as right-of-way by Norfolk City Council in Ordinance Number 44,608, said point also being located at the intersection of the northern right-of-way line of Cape Henry Avenue and the western right-of-way line of Interstate Route 64 Ramp (Military Highway); thence, S 61°05'25" W, 24.80 feet, along the northern right-of-way line of Cape Henry Avenue to a point; thence, N 29°13'00" W, 14.19 feet, to a point; thence, N 61°05'25" E, 21.91 feet, to a point on the said west right-of-way line of Military Highway; thence, S 40°41'41" E, 14.49 feet, to the point of beginning as shown on that certain exhibit entitled, "Exhibit for Property of City of Norfolk Right of Way Dedication, Virginia," being prepared by Rice Associates, Surveying Photogrammetry Laser Scanning, in Virginia Beach, Virginia, dated August 8, 2016, and indexed as Parcel 041.

The above-described parcel contains 0.008 acre of land, more or less.

August 12, 2016



LINE TABLE					
NO.	BEARING	DIST.	NO.	BEARING	DIST.
L1	N 03°15'19" W	92.91'	L8	S 01°51'17" E	60.93'
L2	N 00°58'22" E	48.21'	L9	S 12°14'57" E	49.84'
L3	N 00°46'03" E	59.01'	L10	N 31°06'32" W	20.50'
L4	N 03°48'23" E	325.93'	L11	S 52°34'53" E	20.72'
L5	N 37°20'01" E	11.69'	L12	S 03°12'58" W	407.87'
L6	S 52°34'53" E	10.15'	L13	N 31°06'32" W	15.96'
L7	S 04°57'24" W	385.67'			

CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST.
C1	3016.31'	52.06'	00°59'20"	S 01°55'25" W	52.06'
C2	2950.00'	139.94'	02°43'05"	S 03°12'58" W	139.93'

0 60' 120'

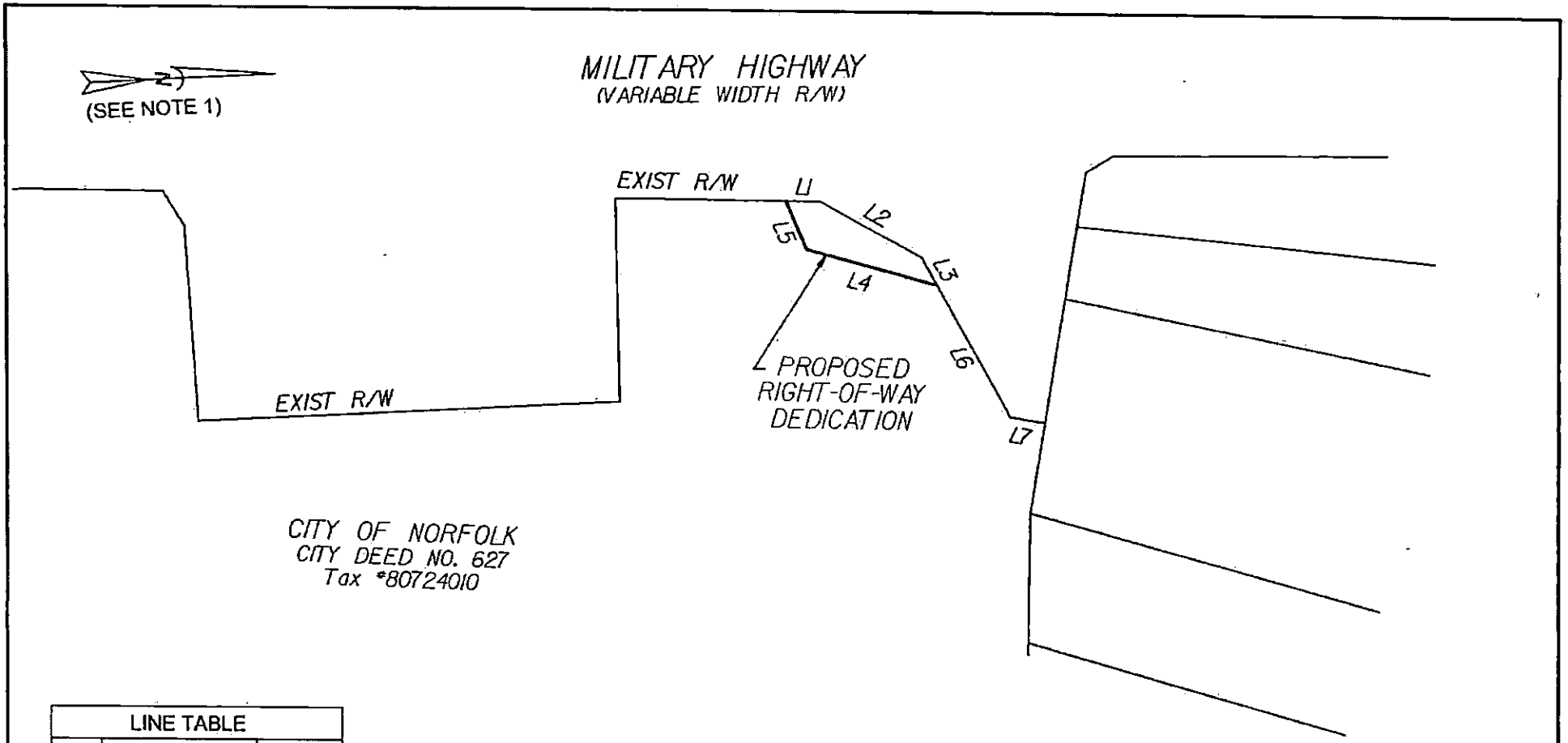
PARCEL 007

EXHIBIT FOR
PROPERTY OF CITY OF NORFOLK
RIGHT OF WAY DEDICATION/RIGHT OF ENTRY
NORFOLK, VIRGINIA

RICE ASSOCIATES
SURVEYING PHOTOGRAMMETRY LASER SCANNING
3145 VIRGINIA BEACH BLVD, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
(757) 306-4260
WWW.RICESURVEYS.COM

DATE	SCALE	DRAWN BY	CHECKED BY
8-8-2016	1" = 60'	GB	TS

EXHIBIT B TO ORDINANCE



LINE TABLE		
NO.	BEARING	DIST.
L1	N 03°26'42" E	23.11'
L2	N 31°03'38" E	76.71'
L3	N 63°41'58" E	21.23'
L4	S 17°47'25" W	90.06'
L5	S 69°03'00" W	34.79'
L6	N 63°41'58" E	100.30'
L7	N 12°11'03" E	23.44'

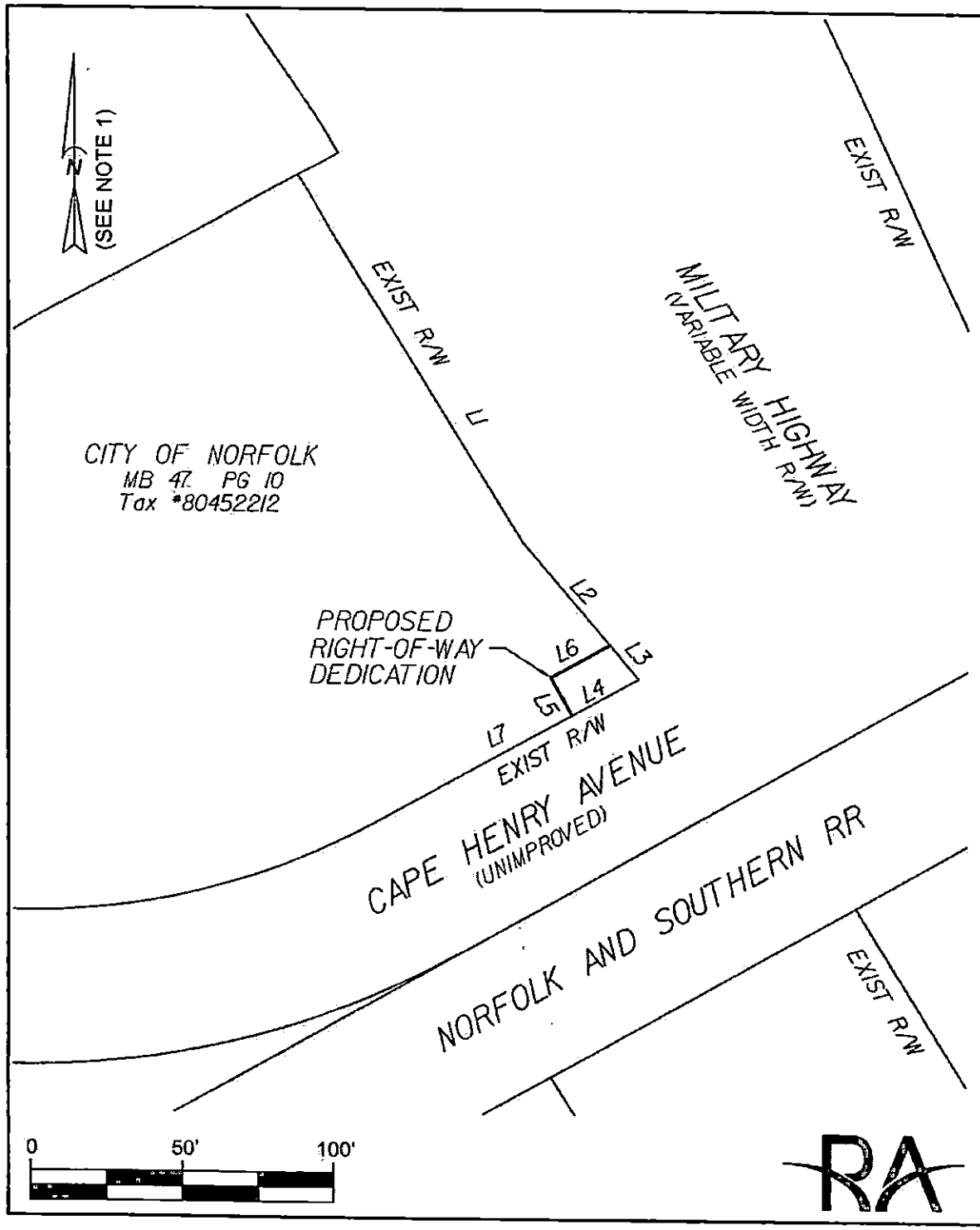
NOTES:
1. MERIDIAN BASED ON VDOT PROJECT (0064-122-070 RW 202)
2. PROPOSED RIGHT-OF-WAY DEDICATION = 2,285 SQUARE FEET OR 0.053 ACRES.

0 100' 200'

EXHIBIT FOR
PROPERTY OF CITY OF NORFOLK
RIGHT-OF-WAY DEDICATION
NORFOLK, VIRGINIA

RICE ASSOCIATES
SURVEYING PHOTOGRAMMETRY LASER SCANNING
3145 VIRGINIA BEACH BLVD, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
(757) 306-4260
WWW.RICESURVEYS.COM

DATE	SCALE	DRAWN BY	CHECKED BY
8-2-2016	1" = 100'	GB	TS



NOTES:

1. MERIDIAN BASED ON VDOT PROJECT (0064-122-070 RW 202)
2. PROPOSED RIGHT-OF-WAY DEDICATION = 331 SQ.FT. OR 0.008 AC.

LINE TABLE		
NO.	BEARING	DIST.
L1	S 31°46'53" E	138.45'
L2	S 40°41'41" E	43.87'
L3	S 40°41'41" E	14.49'
L4	S 61°05'25" W	24.80'
L5	N 29°13'00" W	14.19'
L6	N 61°05'25" E	21.91'
L7	S 61°05'25" W	70.02'

PARCEL 041

EXHIBIT FOR
PROPERTY OF CITY OF NORFOLK
RIGHT OF WAY DEDICATION
NORFOLK, VIRGINIA

RICE ASSOCIATES
SURVEYING PHOTOGRAMMETRY LASER SCANNING
3145 VIRGINIA BEACH BLVD, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
(757) 306-4260
WWW.RICESURVEYS.COM

DATE	SCALE	DRAWN BY	CHECKED BY
8-8-2016	1" = 50'	GB	TS

C: Dir., Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

From: David Ricks, Director of Public Works

Subject: Nonexclusive Telecommunications Franchise Agreement with Mobilitie, LLC

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

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-08**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Mobilitie, LLC
2220 University Drive
Newport Beach, CA 92660

III. **Description:**
This agenda item is an ordinance approving a Nonexclusive Telecommunications Franchise Agreement (the "Agreement") between the City of Norfolk (the "City") and Mobilitie, LLC ("Mobilitie"). The term of the Agreement is for five years.

IV. **Analysis**

- Mobilitie installs and operates indoor and outdoor neutral host distributed antenna systems, small cell antennas, Wi-Fi networks, and communication tower and pole mounted antenna sites, as well as other infrastructure used by wireless carriers to enable high speed mobile cellular and broadband communications.
- This Agreement grants Mobilitie the right, upon certain conditions, to install, operate and maintain its telecommunications facilities, in the City's rights-of-way, for the purpose of enabling telecommunication services within certain areas of the City.
- Mobilitie holds a Certificate of Public Convenience and Necessity to provide local non-switched local transport services throughout Virginia.
- This Agreement was previously approved by City Council on June 14, 2016. Mobilitie subsequently asked for a clarification of the grant of authority which has been reviewed and approved.

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

V. Financial Impact

As compensation to the City for use of its right-of-way, Mobilitie will pay to the City a franchise fee of three percent of its gross earnings for the provision of local telecommunication services.

VI. Environmental

N/A

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A, (Nonexclusive Telecommunications Franchise Agreement)

8/2/16 sb

Form CCO-003

Form and Correctness Approved:

By Martha P. McGann
Office of the City Attorney

NORFOLK, VIRGINIA

Contents Approved:

By
DEPT. PUBLIC WORKS

ORDINANCE No.

AN ORDINANCE APPROVING A NONEXCLUSIVE TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH MOBILITIE, LLC.

- - -

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

Section 1: - That the Nonexclusive Telecommunications Franchise Agreement between the City of Norfolk and Mobilitie, LLC, a copy of which is attached hereto as Exhibit A, by which Mobilitie, LLC, shall have the right, upon certain conditions, to install and operate conduit in the City's rights of way for the purpose of enabling telecommunications services within certain areas of the City, is hereby approved.

Section 2: - That the proper officers of the City are authorized to enter into such agreement in behalf of the City, subject to approval by the City Attorney as to the agreement's form and correctness, and to do all things necessary and proper to carry out its provisions.

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

NONEXCLUSIVE TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Nonexclusive Telecommunications Franchise Agreement (hereinafter "Agreement") is made and entered into as of _____ ___, 2016, by and between the City of Norfolk, Virginia, a Virginia municipal corporation (hereinafter "City" or "Grantor") and Mobilitie, LLC (hereinafter "Mobilitie" or "Grantee"), having an office at 2220 University Drive, Newport Beach, CA 92660.

WHEREAS, Mobilitie has requested the right to install and operate a telecommunications system or facilities in the City's rights-of-way in order to provide telecommunication services within certain areas of the City; and

WHEREAS, Mobilitie desires to enter the City's rights-of-way under a nonexclusive telecommunications Franchise to use the rights-of-way at its own risk; and

WHEREAS, the City is agreeable to allowing Mobilitie to use the City's rights-of-way subject to certain terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and Mobilitie agree as follows:

Section 1. Grant of Authority. Mobilitie is hereby granted a nonexclusive telecommunications Franchise to construct, maintain, and operate telecommunications facilities in, over, under, and across the public ways within the City, as designated on the routing map attached as Exhibit 1, for the sole purpose of providing telecommunication services, including, but not limited to, both local and long distance. This Franchise does not include any provision of any cable television services of any type or any video programming other than telecommunication services as defined in the definitions section of this Agreement. The City specifically reserves the right to grant other telecommunications franchises, licenses or other rights as it deems appropriate for other telecommunication systems or facilities or any other purposes in accordance with the law. Mobilitie is not authorized to sublicense or sublease to any Person the right to occupy or use the Public Ways of the City to install, construct, maintain, upgrade, repair, or remove Telecommunications Facilities or any other equipment for any purpose provided, however, that Mobilitie shall be permitted to sublicense or sublease the use of the Telecommunications Facilities to any Person for the purpose providing telecommunication services so long as such Person does not install or attach its own equipment within the Public Ways of the City.

Section 2. Acceptance of Franchise. Mobilitie hereby accepts the franchise and agrees to comply with all of the terms of the Agreement, as well as with all applicable Federal, State and local laws, ordinances, resolutions, codes, rules and regulations, regardless of whether they are expressly referenced in this Agreement.

Section 3. Definitions. For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Affiliate" means a person that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common ownership or control with another person.

"Cable Act" shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. *§532, et seq.* as now and hereafter amended.

"Cable operator" means a person providing or offering to provide "cable service" within the City as that term is defined in the Cable Act.

"Cable service" for the purpose of this Agreement shall have the same meaning provided by the Cable Act.

"City" means the City of Norfolk, Virginia, and where appropriate its officers, agents, employees and volunteers.

"City property" means and includes all real property owned by the City, other than public streets and utility easements, as those terms are defined herein, and all property held in a proprietary capacity by the City, which are not subject to right-of-way franchising as provided by law.

"Communications Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, and as may be amended from time to time.

"Conduit" means any materials such as the metal or plastic pipe that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunication service.

"Duct" means a pipe, tube, channel or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

"Excess capacity" means the volume or capacity in any existing or future duct, innerduct, conduit, manhole, handhold or other utility facility within the public way that is, or will be, available for use for additional telecommunications facilities.

"Effective Date" means the date of this Agreement as set forth on the first page of this Agreement, which shall be effective upon the date on which this Agreement has been fully executed by all the parties. This date shall be used for reference purposes and all other purposes.

"FCC" or ***"Federal Communications Commission"*** means the Federal administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

"Franchise" means the non-exclusive, revocable license granted to Grantee in this Agreement to use the public ways of the City for the purposes of constructing, installing, using, maintaining testing, inspecting, operating, repairing and removing the Telecommunications System pursuant to and in accordance with this Agreement.

"Grantee" or ***"Mobilitie"*** means Mobilitie, LLC

"Grantor" means the City of Norfolk, Virginia.

"Maintenance" means any effort or expenditure taken or made by a Grantee to preserve, repair, or improve existing telecommunications facilities or infrastructure in accordance with generally accepted industry standards.

"Other ways" means the highways, streets, alleys, utility easements or other rights-of-way within the City, but under the jurisdiction and control of a governmental entity other than the City.

"Overhead facilities" means utility poles, utility facilities and telecommunications facilities located above the surface of the ground, including the underground supports and foundations for such facilities.

"Person" means any natural person, corporation, company, association, joint stock company or association, firm, partnership, limited liability company, joint venture, trust, individual and any other legally recognized entity, private or public, whether for profit or not-for-profit and includes the officers, agents, employees or representatives of such entity where appropriate.

"Public street" means the surface of and the space above and below any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including non-paved surfaces, now or hereafter held by the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer easements or similar public use.

"Public way" means and includes all public streets and utility easements, as those terms are defined herein, now or hereafter held or controlled by the City, but only to the extent of the City's right, title, interest or authority to grant a License to occupy and use such streets and easements for telecommunications facilities.

"State" **or "Commonwealth"** means the Commonwealth of Virginia.

"State Corporation Commission" means the State administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers in the Commonwealth of Virginia.

"Surplus space" means that portion of the usable space on a utility pole which has the necessary clearance from other pole users, as required by the orders and regulations of the State Corporation Commission or other regulatory entity, to allow its use by a telecommunications carrier for a pole attachment.

"Telecommunications facilities" means the plant, equipment and property, including but not limited to, fiber optic cables, cables, lines, wires, conduits, ducts, circuits, pedestals, nodes, antennae, power supplies, radio, waveguides, vaults, manholes, amplifiers, electronics and other appurtenances or technology used or to be used to transmit, receive, distribute, provide or offer telecommunications services.

"Telecommunications service" means the providing or offering for rent, sale or lease, or in exchange for other value received, the transmittal of signals, including but not limited to voice, data, image, radio frequency, graphic or video or other programming information between or among points by wire, lines cable, fiber optics, circuits, laser or infrared, antennae, microwave, radio, satellite or other telecommunications facilities.

"Telecommunications system," see ***"Telecommunications facilities"***

"Underground facilities" means utility or telecommunications facilities located under the surface of the ground, excluding the underground foundations or supports for Overhead Facilities.

"Usable space" means the total distance between the top of a utility pole and the lowest possible attachment point that provides the minimum allowable vertical clearance as specified in the orders and regulations of the State Corporation Commission or other regulator entity.

"Public Utility" *or* ***"Utility"*** shall be defined in accordance with applicable state laws regarding public utilities, but shall specifically include providers of telecommunications services.

"Utility easement" means any easement held by the City and acquired, established, dedicated or devoted for public utility purposes not inconsistent with telecommunications facilities.

"Utility facilities" means the plant, equipment and property, including but not limited to, the poles, pipes, mains, conduits, ducts, cables, fiber optic cables, circuits, wires, lines, antennae, plant and equipment located under, on or above the surface of the ground within the public ways of the City and used or to be used for the purpose of providing utility or telecommunications services.

Section 4. Grantee's Authority. Grantee warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities to provide all telecommunications facilities and services it intends to provide within the City and upon request by the City will provide evidence of such authority.

Section 5. Franchise Only. Grantee acknowledges and agrees that all Grantee is granted by this Agreement is a nonexclusive telecommunications Franchise and that no other rights of any kind are granted by this Agreement, including but not limited to any right to provide any type of cable television services or video programming.

Section 6. Application of Undergrounding Ordinances. Grantee understands that the City is in the process of amending its undergrounding ordinances. Grantee acknowledges and agrees that to the extent these ordinances require new utility facilities to be installed underground, within one hundred twenty (120) days of enactments, or, if such requirement is challenged in an administrative or judicial proceeding, within one hundred twenty (120) days of final resolution thereof, Grantee shall initiate, and expeditiously complete, the placement of all of its utility facilities in the City's public ways underground at its sole cost and without charge to the City.

Section 7. Compensation. As compensation to the City for use of the City's rights of way, Grantee shall pay to the City annually, in the manner set forth hereinafter, three (3) percent of its gross earnings derived in the City of Norfolk for the provision of Telecommunications Service.

7.1 The annual compensation for a Franchise as provided for in Section 7, shall be payable annually on or before the 60th day after the end of each calendar year or fraction thereof.

7.2 Each annual payment shall be by check made payable to the City and filed with the Norfolk Commissioner of Revenue.

7.3 Each payment required by this section shall be accompanied by a statement executed by an authorized officer of the Grantee certifying the amount of gross earnings for the period covered by the payment.

7.4 All payments required by this section, and accompanying statements, shall be subject to audit by the Norfolk Commissioner of Revenue and assessment or refund if the payment is found to be in error.

7.5 In the event that such audit results in an assessment by and an additional payment to the City, such additional payment shall be subject to interest at the rate of one and one-half percent (1½%) per month, or any fraction of a month elapsed after the due date where the additional payment exceeds five percent (5%) of the amount paid by the Grantee.

7.6 Failure of the Grantee to pay the fees required under this Section 7 within thirty (30) days of the due date shall subject the Grantee to a ten percent (10%) penalty, and interest charges of one and one-half percent (1½%) per month, or portion thereof, for each month payment is delinquent.

7.7 Failure of the Grantee to make the annual payment required under this Section 7 within ninety (90) days of the due date may subject the Grantee to the revocation of its Franchise following thirty (30) days written notice from the City. In the event the annual payment is not received within one hundred and twenty (120) days of the due date, the Grantee shall be considered to have abandoned the telecommunications facilities installed under this Franchise and said telecommunications facilities shall become the property of the City.

Section 8. Term. The term of the franchise shall begin on the Effective Date of this Agreement and shall expire five (5) years from the Effective Date. The term may be terminated earlier by mutual agreement or in the event of default. Upon Expiration of this Agreement, it is the intention of the parties hereto to enter into a new (5) year Franchise Agreement containing substantially similar terms; however, any such new Franchise Agreement shall be subject to the approval of City Council through a duly adopted ordinance. Grantee shall notify the City in writing of its desire to exercise any such renewal option at least ninety (90) days in advance of the expiration of the then current Franchise term.

Section 9. Other Remedies. Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or Grantee may have, at law or in equity, for enforcement of this Agreement.

Section 10. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

Section 11. Transfer of Ownership. Grantee shall not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either voluntarily or by forced or involuntary sale, or ordinary sale, consolidation, or otherwise (except to a parent, affiliate, wholly owned subsidiary, or in connection with financing by Grantee in the ordinary course of business) any of the rights or privileges granted by this Agreement without the prior consent of the City Council, which consent shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, but subject to any applicable requirements in the City Charter and the State Code, no consent from the City shall be required for a transfer in trust, mortgage, collateral, assignment or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a *pro forma* transfer of corporation, partnership, or other entity controlling, controlled by or under common control with the Grantee.

Section 12. Administrative Costs. Grantee will pay to the City the sum of One Thousand Dollars ($1,000) for the administrative costs and expenses incurred by the City related to the grant of this Franchise. Upon execution of the Agreement by both parties, the administrative fee shall be paid to the City within 14 days. Failure to pay such fee shall entitle the Grantor to revoke this Franchise Agreement at its sole discretion.

Section 13. Location of Facilities. Subject to the terms of Section 16 of this Agreement, Grantee's facilities shall be constructed, installed and located, at their sole expense, as follows:

(a) Grantee shall install its copper and/or fiber optic cables within an existing underground duct or conduit whenever excess capacity exists within such utility facility, so long as Grantee, by so doing, would not be required to relinquish ownership and control of its facilities to the owner of the duct or conduit, and so long as Grantee determines such installation to be the most economically feasible option available.

(b) Subject to any applicable City ordinances or code provisions, Grantee may install utility poles in the public right-of-way and attach Telecommunications facilities to said utility poles. In addition, Grantee may install its Telecommunications facilities on existing or replacement utility poles to the extent that space is available thereon.

(c) Grantee shall comply, at its sole expense, with all requirements regarding the placement of its facilities underground in those areas designated as underground districts in the Norfolk City Code, or whenever all new and existing cable facilities and Telecommunications facilities are located or are required to be located underground within a particular segment of a public way of the City.

Section 14. Permits. Grantee, including its contractors and consultants, prior to any construction or work being commenced, is required to obtain at its sole expense all applicable permits, including any application and permit for, street opening, if any streets will be disturbed, and street, lane or sidewalk closures. However, nothing herein shall prohibit the City and a Grantee from agreeing to an alternative plan to review permit and construction procedures provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices, and are in accordance with applicable City Code provisions.

Section 15. Public Works. The rights and privileges granted by this Agreement shall not be in preference or hindrance to the rights of the City and any other lawful governmental authorities having jurisdiction to perform or carry out any public works or public improvements. Should the telecommunications system interfere with the construction, maintenance or repair of such public works or improvements, Grantee, at its expense, shall protect or relocate the telecommunications system, or any applicable part thereof, as directed by the City or other governmental authorities having jurisdiction.

Section 16. Use of Public Ways.

16.1 Grantee, in any opening it shall make in the public ways of the City, shall be subject to the provisions of this Agreement and to all applicable ordinances, codes and regulations of the City. The Telecommunications system of the Grantee shall be located so as not to interfere with the public safety or with the convenience of persons using the public ways.

16.2 The City reserves the right by resolution of the City Council or otherwise through proper representatives of the City to specifically designate the location of the Telecommunications system of Grantee with reference to municipal facilities, such sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, public cable television utilities, and railway communication and power lines, in such a manner as to protect the public safety and public and private property. Failure by the City to so designate does not relieve Grantee of its responsibilities in matters of public safety as provided in this Agreement. Grantee shall construct, maintain and locate its telecommunications system so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal and fiber optic facilities of the City.

16.3 Except in the cases of emergencies, Grantee shall not move, materially alter, materially change, or extend any of its telecommunications system in any public way unless prior written notice of its intention to do so is given to the City Manager and permission in writing to do so is granted by the City Manager or such requirement is waived by the City Manager. Such permission shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility or public service corporation for their respective purposes and functions. Such work by Grantee shall also be coordinated with the City's annual paving program through the Department of Public Works. This section shall be subject to 47 U.S.C. § 1455.

16.4 The City requires that written permits, in any and all cases, be obtained by Grantee whenever it becomes necessary for Grantee to excavate in the public ways in order to install, construct, maintain or extend the Telecommunications system. Such permits may be made applicable to any and all types of excavations in the public ways, as prescribed by City, and City may establish a fee for each excavation made in a public way by a Grantee. Such permits may require the particular part or point of the public ways where construction or excavation is to be conducted, the length of time in which such permit shall authorize such work to be done and the hours of each day during which such work shall be undertaken. A single permit maybe issued for multiple excavations to be made in public ways; provided, however, any public way opening fee established by City shall apply to each excavation made in public ways of the City. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in the public ways without permit, Grantee shall attempt to notify the Director of Public Works or his designee immediately to obtain appropriate guidance and authority; however, in the event Grantee is unable to make such contact after making a diligent attempt to do so, Grantee may make a report of each such excavation to the City within two (2) working days and pay such fee as may be established by City for excavations in public ways by Grantee. Any permit applications and inspections related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay Grantee in efficiently discharging its public service obligation.

16.5 Immediately after installation, repair or extension of the Telecommunications system or any portion thereof or any pavement cut by Grantee in any public way of the City, the incidental trenches or excavations shall be refilled by Grantee in a manner acceptable to the Director of Public Works. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by Grantee at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, Grantee shall use materials whose type,

specification and quantities exceed or are different from those used in the installation, then Grantee at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, Grantee shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the Director of Public Works and the full length of the section or sections cut, a section being defined as that-area marked by expansion joints or scoring or as determined by the Director of Public Works in accordance with the City's Right-of-Way Excavation & Restoration Manual. Grantee shall maintain, repair and keep in good condition for a period of two (2) years following such disturbance all portions of public ways disturbed by Grantee, to the extent that such maintenance and repair is necessary because of defective workmanship or materials supplied by Grantee.

16.6 Grantee shall promptly remove or correct any obstruction, damage, or defect in any public way which may have been caused by Grantee in the installation, operation, maintenance or extension of Grantee's telecommunications system. Any such obstruction, damage, or defect which is not promptly removed, repaired or corrected by Grantee after proper notice so to do, given by the City to Grantee, may be removed or corrected by the City, and the cost thereof shall be charged against Grantee and may be enforced as a lien upon any of Grantee's properties or assets. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, communication facilities or other property resulting from construction or maintenance of Grantee's Telecommunications system shall be borne by Grantee and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by the Grantee to the City.

16.7 If weather or other conditions do not permit the complete restoration required by this Section, the Grantee shall temporarily restore the affected public ways or property. Such temporary restoration shall be at the Grantee's sole expense and the Grantee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

16.8 Grantee or other person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including the Virginia Work Area Protection Manual as amended from time to time.

16.9 Grantee shall not open, disturb or obstruct, at any one time, any more of the public ways than reasonably may be necessary to enable it to proceed in laying or repairing its Telecommunications system. Neither shall Grantee permit any public ways so opened, disturbed or obstructed by it in the installation, construction, repair or extension of its Telecommunications system to remain open or the public way disturbed or obstructed for a longer period of time than reasonably shall be necessary. In all cases where any public ways shall be excavated, disturbed or obstructed by Grantee, Grantee shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals and other devices necessary or proper to adequately give notice, protection and warning to the public of the existence of all actual conditions present.

16.10 Whenever the City shall widen, reconstruct, realign, pave or repave, or otherwise work on any public ways, or shall change the grade or line of any public ways, or shall construct or reconstruct any water, sanitary sewer, storm sewer, drainage or communications facility of the City, it shall be the duty of Grantee to move, alter or relocate its Telecommunications system or any part thereof as requested by the City at Grantee's expense. Upon written notice by the Director of Public Works of the City's intention to perform work as specified above, Grantee shall within a reasonable period of time accomplish its obligation in accordance with and to conform to the plans of the City for such construction, reconstruction or improvements. Should the Grantee fail, refuse or neglect to comply with such notice, the Telecommunications system or any part hereof may be removed, altered or relocated by the City and the City shall not be liable to Grantee for any damages resulting from such removal, alteration or relocation.

16.11 In the event any Street or portion thereof used by Grantee shall be vacated by the City or the use thereof discontinued by Grantee during the term of this Franchise, Grantee shall not be obligated to remove its Telecommunications facilities therefrom unless specifically requested by the City to do so and on the removal thereof Grantee shall, at its own expense, restore, repair or reconstruct the Street area where such removal has occurred and place the Street area where such removal has occurred to a condition similar to that existing before such removal took place. In the event of failure, neglect or refusal of Grantee, after one hundred twenty (120) days' notice by the City to remove the Telecommunications facilities or to repair, restore, reconstruct, improve or maintain such Street portion, the City may do such work or cause it to be done, and the cost thereof as found and declared by the City shall be paid by Grantee as directed by the City and collection may be made by any available remedy.

Section 17. Damage to Property. Neither Grantee, nor any person acting on Grantee's behalf, shall take any action or permit any action to be done which may impair or damage any City Property, public ways of the City, other Ways or other property located in, on or adjacent thereto.

Section 18. Repair and Emergency Work. In the event of an unexpected repair or emergency, Grantee may commence such repair and emergency response work as required under the circumstances, provided Grantee shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable.

Section 19. Maintenance of Facilities. Grantee shall maintain its Telecommunications facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

Section 20. Safety Standards. Grantee shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries or nuisances to the public.

Section 21. Police Power. All rights and privileges granted hereby are subject to the lawful exercise of the police power of the City to adopt and enforce local laws, rules and regulations necessary to the health, safety and general welfare of the public. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

Section 22. Relocation of Facilities. Within one hundred twenty (120) days following written notice from the City, Grantee shall temporarily or permanently relocate, change or alter the position of any Telecommunications facilities within the public ways at Grantee's expense whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

(a) The construction, repair, maintenance or installation of any City facilities or other public improvement in or upon the public ways.

(b) The operations of the City or other governmental entity in or upon the public ways.

Grantee shall only relocate, change, or alter the position of Telecommunications facilities to sites that are mutually agreed upon by City and Grantee.

Section 23. Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut or move any Telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate or useful in response to any life-threatening emergency. The City will endeavor to notify Grantee of such emergencies that may affect their Telecommunications facilities. Nothing herein shall create any duties or obligations on the City to so notify Grantee nor shall the City, its officers, agents, employees, or volunteers in any way be liable for any failure to notify Grantee.

Section 24. Damage to Grantee's Facilities. Except for acts of gross negligence or willful misconduct, and subject to the City's rights to sovereign immunity, the City, its officers, agents, and employees, shall not be liable for any damage to or loss of any Grantee's Telecommunications services or Telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

Section 25. Duty to Provide Information. Within ten (10) days of a written request from the City, Grantee shall furnish the City with information sufficient to demonstrate that:

(a) Grantee has complied with all requirements of this Agreement.

(b) That all franchise fees, municipal sales taxes, telecommunications taxes, utility taxes or any other taxes, fees or charges due the City in connection with the telecommunications services or facilities provided by the Grantee have been properly collected and/or paid by Grantee.

(b) All books, records, maps, and other documents maintained by Grantee with respect to its services or facilities within City or the public ways shall be made available for inspection by representatives of the City at least every six (6) months and at other reasonable times and intervals.

The City may request such information to the extent it is necessary to ensure compliance with this franchise agreement.

Section 26. Insurance and Bond Requirements.

26.1 Requirement of Insurance. Grantee shall, at its expense, obtain and maintain during the life of this Agreement the insurance and bond required by this Agreement. Any required insurance and bond shall be effective prior to the beginning of any work by Grantee within the City.

26.2 Commercial General Liability. Grantee shall maintain during the life of this Agreement Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limits of liability for this coverage shall be $2,000,000 combined single limit for any one occurrence.

26.3 Contractual Liability. Grantee shall maintain during the life of this Agreement broad form Contractual Liability insurance including the indemnification obligation set forth in this Agreement.

26.4 Workers' Compensation. Grantee shall maintain during the life of this Agreement Workers' Compensation insurance covering Grantee's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance for all its employees engaged in work under this Agreement.

26.5 Automobile Liability. Grantee shall maintain during the life of this Agreement Automobile Liability insurance. The minimum limit of liability for such insurance shall be $1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

26.7 Umbrella Coverage. The insurance coverages and amounts set forth in subsections (b), (c), (d) and (e) of this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of $5,000,000. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the

coverages required by subsections (b), (c), (d) and (e), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by Grantee to the City.

26.8 Pollution Liability Insurance. Grantee shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of $1,000,000 each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants, which are discharged suddenly and accidentally. In addition, the insurance will provide coverage for cleanup costs.

26.9 Evidence of Insurance. All insurance shall meet the following requirements:

(a) The Grantee shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles, the amount of such deductible being subject to approval by the City.

(b) The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been received by the City of Norfolk."

(c) The required certificate or certificates of insurance shall name the City of Norfolk, its officers, agents, employees and volunteers as additional insured.

(d) Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement must be authorized to do business in the Commonwealth of Virginia.

Section 27: Liability. Grantee agrees and binds itself to indemnify, keep and hold the City, its officers, agents, and employees free and harmless from any and all claims, causes of action, damages or any liability on account of any injury or damage of any type to any persons or property growing out of, or directly or indirectly resulting from, any act or omission of Grantee, including but not limited to: (a) Grantee's use of the public ways or other areas of the City; (b) the acquisition, construction, reconstruction, erection, installation, operation, maintenance, repair or extension of Grantee's telecommunications facilities; (c) the exercise of any right or privilege granted by or under this Agreement; or (d) the failure, refusal or neglect of Grantee to perform any duty imposed upon or assumed by Grantee by or under this Agreement. In the event that any suit or proceeding shall be brought against the City at law or in equity, either independently or jointly with Grantee on account thereof, Grantee, upon timely notice given to it by the City, will defend the City in any such action or other proceeding at the cost of the Grantee. In the event of any settlement or final judgment being awarded against the City, either independently or jointly with Grantee, then Grantee will pay any such settlement or judgment or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the City, it officers, agents, and employees free and harmless therefrom.

Section 28: Hazardous Materials.

28.1 While on or near City's property or easement or in its performance of this Agreement, Grantee shall not transport, dispose of or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement and in any event Grantee shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances or waste. Regardless of City's acquiescence, Grantee shall indemnify and hold City, its officers, agents, employees and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines or penalties, including reasonable attorney's fees, resulting from Grantee's violation of this paragraph and agrees to reimburse City for all costs and expenses incurred by City in eliminating or remedying such violations. Grantee also agrees to reimburse City and hold City, its officers, agents, employees and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of

them as a result of Grantee's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon City's premises.

28.2 The Grantee shall protect, indemnify, and hold harmless the City from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any telecommunication facilities or the provision of telecommunication service.

Section 29: Performance and Labor and Material Surety. Before this Agreement is effective, and as necessary thereafter, the Grantee shall provide such bonds or other instruments in form and substance acceptable to the City as may be required by this Agreement.

Section 30: Bond.

30.1 Within ten (10) consecutive calendar days after the effective date of this Agreement but before any construction is commenced, Grantee shall furnish to the City a performance bond made payable to the City in the amount of one hundred thousand dollars ($100,000). The Performance Bond is to guarantee that the project is constructed and maintained in a proper manner without damage to the public ways or other areas of the City. The bond shall be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. Upon satisfactory completion of construction of the Grantee's telecommunications facilities, the performance bond may be reduced to the amount of twenty-five thousand dollars ($25,000) and made payable to the City, and shall be maintained at this amount throughout the term of this Agreement.

30.2 The bond shall guarantee, to the satisfaction of the City:

(a) timely completion of construction;

(b) construction in compliance with applicable plans, permits, technical codes and standards;

(c) proper location of the facilities as specified by the City;

(d) proper maintenance of Grantee's facilities during the term of this Agreement;

(e) restoration of the public ways and other property affected by any construction or repair work performed by or at the request of Grantee;

(f) the submission of "as-built" drawings after completion of the work as required by this Agreement; and

(g) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work.

Section 31: Coordination of Construction Activities. Grantee is required to cooperate with the City as follows:

(a) Anytime Grantee plans expansion of its backbone system, Grantee shall provide the City with a schedule of its proposed construction activities in and around any public ways, or that may affect the public ways.

(b) Grantee shall meet with the City and other users of the public ways annually, or as determined by the City, to schedule and coordinate construction in the public ways.

(c) All construction locations, activities and schedules shall be coordinated, as ordered by the Director of Public Works, to minimize public inconvenience, disruption or damages.

Section 32: Nonenforcement by City. Grantee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City, upon any one or more occasions, to insist upon Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions of this Agreement.

Section 33: Construction Codes. Telecommunications facilities shall be constructed, installed, operated and maintained in accordance with all applicable federal, state and local codes, rules and regulations including the National Electrical Safety Code.

Section 34: Engineer's Certification. All permit applications for bridge attachments and for excavations that are adjacent to the Light Rail track bed shall be accompanied by the certification of a registered professional engineer that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations.

Section 35: Traffic Control Plan. All permit applications which involve work on, in, under, across or along any public ways shall be accompanied by a traffic control plan demonstrating the protective measures and devices that will be employed, consistent with applicable local, state and federal laws and regulations, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic.

Section 36: Issuance of Permit. Within forty-five (45) days after submission of all plans and documents required of the applicant and payment of the fees required by this Agreement, and compliance with the provisions of the Virginia Code, the City, if satisfied that the applications, plans and document comply with all requirements of this Agreement, shall issue a permit authorizing construction of the facilities, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as may be deemed necessary or appropriate.

Section 37: Construction Schedule. The Grantee shall submit a written construction schedule to the Director of Public Works ten (10) working days before commencing any work in or about the public ways. The Grantee shall further notify the Director of Public Works not less than five (5) working days in advance of any excavation or work in the public ways and shall comply with the provisions of the Virginia Underground Utility Damage Prevention Act, Virginia Code § 56-265.14 et. seq.

Section 38: Compliance with Permit. All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The City and its representatives shall be provided access to the work and such further information as it may require to ensure compliance with such requirements.

Section 39: Display of Permit. The Grantee shall maintain a copy of the construction permit and approved plans at the construction site, which shall be displayed and made available for inspection by the City at all times when construction work is occurring.

Section 40: Survey of Underground Facilities. The Grantee shall supply and specify the location of all facilities by depth, line, grade, proximity to other facilities or other standard, the Grantee shall cause the location of such facilities to be verified, to the extent required, by a registered state surveyor. The Grantee shall relocate, at its expense, any facilities which are not located in compliance with permit requirements.

Section 41: Noncomplying Work. Upon order of the City, all work which does not comply with the permit, the approved plans and specifications for the work, or the requirements of this Agreement, shall be removed at the sole expense of Grantee.

Section 42: Completion of Construction. The Grantee shall promptly complete all construction activities so as to minimize disruption of the City's public ways and other public and private property. All construction work authorized by a permit within the public ways, including restoration, must be completed within 30 days of the date of issuance of the permit.

Section 43: As-Built Drawings. Within sixty (60) days after completion of construction, the Grantee shall furnish the City with two (2) complete sets of as-built plans, drawn to scale and certified to the City as accurately depicting the actual location of all telecommunications facilities constructed pursuant to the permit and shall include a digitized map(s) in both printed and electronic form readable by the current version of Auto CAD or PDF. Grantee shall, upon request, provide updated maps annually.

Section 44: Landscape Restoration.

44.1 All trees, landscaping and grounds removed, damaged or disturbed as a result of the construction, installation, maintenance, repair or replacement of telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of the work.

44.2 All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the Director of Public Works, or his designee, and shall comply with sections 45-10 through 45-31 of the Code of the City of Norfolk, 1979.

Section 45: Responsibility of Owner. The owner of the facilities to be constructed and, if different, the Grantee is responsible for performance of and compliance with all provisions of this Agreement.

Section 46: Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and any applicable federal laws.

Section 47: Captions. The paragraph Captions and Headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 48: Nondiscrimination. Grantee shall not discriminate on the basis of race, religion, color sex or national origin in its employment practices, contracting or provision of services.

Section 49: Commencement of Work. Grantee will not commence work within City until detailed plans have been provided to and approved by the Director of Public Works.

Section 50: Forum Selection. By virtue of entering into this Agreement, Grantee agrees and submits itself to a court of competent jurisdiction in the City of Norfolk, Virginia, or in the United States District Court for the Eastern District of Virginia, Norfolk Division, and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of the Commonwealth of Virginia or any applicable federal laws or by any regulatory body with jurisdiction including the Federal Communications Commission.

Section 51: Effective Date. This Agreement shall be in full force and effect as of the Effective Date when fully executed by an authorized officer of Grantee and the authorized officials of the City.

Section 52: Removal of Grantee's Facilities. Subject to applicable law, if Grantee is not awarded a franchise or otherwise granted rights by any future ordinance or agreement adopted by the City, or if the term of this Agreement expires or the rights granted to Grantee by this Agreement are revoked by the City, Grantee shall immediately cease operations within the City and shall not be permitted to operate, maintain or repair its existing encroachments or facilities and shall promptly remove any and all Grantee's facilities and equipment within the City, all at the sole cost of Grantee.

Section 53: Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows or if sent by facsimile to the facsimile number set forth below, with a hard copy contemporaneously mailed as previously specified:

If to Grantor to:

City Manager
1101 City Hall Building
Norfolk, Virginia 23510
Fax No. (757) 664-4239

With copies to:

City Attorney
908 City Hall Building
Norfolk, Virginia 23510
Fax No. (757) 664-4201

Director of Public Works
700 City Hall Building
Norfolk, Virginia 23510
Fax No. (757) 664-4603

If to Grantee to:

Mobilitie, LLC
2220 University Drive
Newport Beach, CA 92660
ATTN: James Grass, Vice President, Corporate Counsel
Fax No. (949) 548-4667

With a copy to:

Grantor or Grantee may from time to time designate any other address for this purpose by written notice to the other party.

Section 54. Compliance with Federal Immigration Law. At all times during which any term of this Franchise is in effect, Grantee shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

Section 55. Compliance with State Law – Authorization to Conduct Business in the Commonwealth: Grantee hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

(SIGNATURE PAGE TO FOLLOW)

Mobilitie, LLC, by the undersigned authorized agent, does hereby agree to abide by the terms, conditions, and obligations of the Agreement.

WITNESS the following duly authorized signatures:

CITY OF NORFOLK
NORFOLK, VIRGINIA

By: _____
City Manager

_____
Date

ATTEST:

_____
City Clerk

_____
Date

Mobilitie, LLC

By: _____

Title: _____

_____
Date

ATTEST:

_____
Secretary

_____
Date

Approved as to Content:

_____
Director of Public Works

Approved as to Form and Correctness:

_____
Deputy City Attorney

C: Dir.,Dept. of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

From: David Ricks, Director of Public Works

Subject: Right of Entry Agreement for the Jeff Robertson Park Stormwater Wetland Project

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-09**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to authorize the City Manager to enter into a right of entry agreement on behalf of the City of Norfolk (the "City") with Richard C. Hood and Sharon S. Smith, the owners of the property located at 1432 Gates Avenue, in connection with the Jeff Robertson Park Stormwater Wetland Project.

IV. **Analysis**

- The installation of a stormwater wetland at Jeff Robertson Park is to increase the water quality treatment efficiency of the site and to improve hydraulic conveyance capacity for larger storm events if possible in order to reduce stormwater pollution from entering the Chesapeake Bay.

- The retrofit project a priority in the City's plan to meet the Virginia Department of Environmental Quality's requirements to reduce stormwater pollution entering the Chesapeake Bay.

- The work is proposed to impact a small portion of the park improving the overall stormwater management the park, as well as, aesthetics.

- A small portion of the privately owned parcel extends into the expected work zone and a Right of Entry Agreement is recommended for the work to take place in the areas where the project perimeter and private parcels overlap.

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

V. **Financial Impact**

No financial impact is anticipated as a result of this ordinance.

VI. **Environmental**

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

VII. **Community Outreach/Notification**

Face-to-face meetings with the owner of the overlapping parcels by City stormwater staff, informing the residents of the project have taken place and are continuously underway. Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. **Board/Commission Action**

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

IX. **Coordination/Outreach**

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

Supporting Material from the Department of Public Works:

- Ordinance
- Copy of Right of Entry Agreement and Map

8/16/2016 - wld

Form and Correctness Approved: BAP

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A RIGHT OF ENTRY AGREEMENT WITH RICHARD C. HOOD AND SHARON S. SMITH REGARDING THE PROPERTY LOCATED AT 1432 GATES AVENUE, IN CONNECTION WITH THE JEFF ROBERTSON PARK STORMWATER WETLAND PROJECT.

- - -

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

Section 1:- That the City Manager is hereby authorized to enter into a right of entry agreement on behalf of the City of Norfolk ("City") with Richard C. Hood and Sharon S. Smith regarding the property located at 1432 Gates Avenue, in connection with the Jeff Robertson Park Stormwater Wetland Project.

Section 2:- That the Right of Entry Agreement, a copy of which is attached hereto as Exhibit A, is hereby approved and the City Manager and other proper officers of the City are authorized to execute the Agreement and to do all things necessary and proper to implement its terms.

Section 3:- That the City Manager is further authorized to correct, amend or revise the right of entry agreement as he may deem necessary in order to carry out the purposes stated herein.

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

EXHIBIT A TO ORDINANCE

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), made this ____ day of _____, 2016, by and between **RICHARD C. HOOD AND SHARON S. SMITH,** whose address is 1432 Gates Avenue, Norfolk, Virginia 23507, Grantor; and the **CITY OF NORFOLK,** a municipal corporation of the Commonwealth of Virginia (the "City"), Grantee.

WITNESSETH:

WHEREAS, Grantor owns a certain parcel of property located near Jeff Robertson Park in the City of Norfolk known as 1432 Gates Avenue ("Property"); and

WHEREAS, the City desires to begin a water quality improvement project at Jeff Robertson Park, known as the Jeff Robertson Park Stormwater Wetland Project ("Project"); and

WHEREAS, in order to complete the Project, the City's employees or agents will need to enter the Property to make improvements to a drainage channel and control structure located between the park and the Property, to place a rock sill near the existing drainage channel, and to remove trees and replant in the area; and

WHEREAS, Grantor is willing to permit the City and its agents, employees, contractors and other designated officers to enter upon the Property for the purposes and upon the terms and conditions set forth herein.

NOW, THEREFORE, Grantor hereby grants to the City and its staff, contractors, subcontractors, consultants, sub-consultants or any other persons, corporations or legal entities retained by the City in connection with the work contemplated herein, the right to enter upon the Property upon the following terms and conditions:

1. This Right-of-Entry shall be effective once this Agreement is executed by both parties ("Effective Date") and shall remain in effect until completion of the Project, but in no event longer than twelve (12) months from the Effective Date.

2. The City undertakes to act and will continue to act as a self-insurer of its liabilities, if any, and will pay all sums which it shall become legally obligated to pay in connection with the Agreement.
3. Grantor shall have access to the Property at all times, but Grantor shall conduct its activities on, and with respect to, the Property in such manner as not to conflict or interfere with the use of the Property by the City.
4. The City shall coordinate its entry upon the Property with the Grantor, as may be appropriate.
5. Upon completion of all construction work permitted by this Agreement, the City shall leave the property in a condition reasonably acceptable to Grantor.
6. It is further agreed that by signing this Agreement the parties affirmatively assert that they have the authority to enter into this Agreement.

WITNESS the following signatures and seals:

_____
RICHARD C. HOOD

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____, Commonwealth of Virginia, whose term of office expires on the____ day of_____, 20____, do hereby certify that Richard C. Hood, 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.:_____

_____

SHARON S. SMITH

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____, Commonwealth of Virginia, whose term of office expires on the____ day of_____, 20____, do hereby certify that Sharon S. Smith, 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.:_____

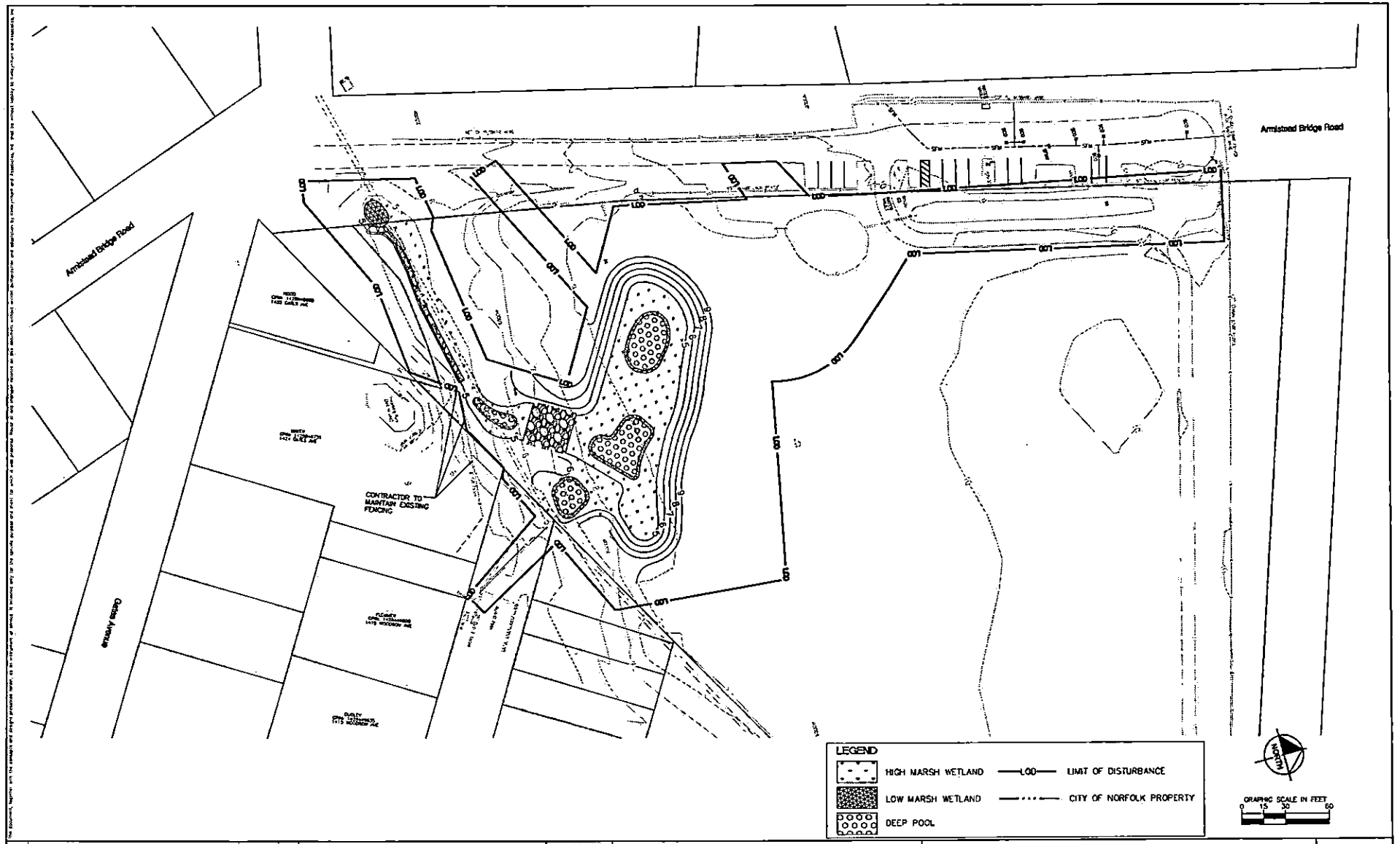
APPROVED AS TO CONTENTS:

_____
Director of Public Works

APPROVED AS TO FORM AND CORRECTNESS:

_____
Deputy City Attorney

EXHIBIT A



No.	REVISIONS	DATE	BY

Kimley»Horn

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4500 MAIN STREET, SUITE 500, VIRGINIA BEACH, VA 23462
PHONE: 757-213-8600 FAX: 757-213-8601
WWW.KIMLEY-HORN.COM

KHA PROJECT	116057057
DATE	JULY 6, 2016
SCALE	AS SHOWN
DESIGNED BY	SDT
DRAWN BY	SJR
CHECKED BY	DMP

JEFF ROBERTSON PARK STORMWATER
WETLAND SITE PLAN #15-0014
PREPARED FOR
CITY OF NORFOLK
NORFOLK VA

LIMITS OF DISTURBANCE EXHIBIT

SHEET NUMBER
1

C: Dir., Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

From: David L. Ricks, Director of Public Works

Subject: Right of Entry Agreement for the Military Highway Continuous Flow Intersection Project

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

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-10**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** N/A

III. **Description:**
This agenda item is an ordinance to authorize a right of entry agreement between the Virginia Department of Transportation ("VDOT"), Corman-E.V. Williams, a Joint Venture ("Corman-E.V.") and the City of Norfolk (the "City"). The property in question is located adjacent to Military Highway near the intersection of Princess Anne Road.

IV. **Analysis**

- The right of entry is required for construction of the VDOT-administered *Military Highway Widening and Continuous Flow Intersection Project*.
- This agreement supports a major construction project that will produce capacity improvements along one of the most important retail corridors in the region as well as an important connecting route for traffic to and from economic centers located at Norfolk International Airport, Naval Station Norfolk, and the Joint Expeditionary Base Little Creek.
- The City is willing to permit VDOT and Corman-E.V. to enter upon the property for purposes of installation of erosion and sediment control measures, clearing, placement of fill, installation of wick drains, and installation of storm drain outfalls.
- The right of entry permission granted shall be in effect until May 31, 2018.

V. **Financial Impact:**

- The Right of Entry Agreement has zero dollar value. No funding is required.
- The construction of this project will improve the City's infrastructure and improve safety and quality of life, with the potential for encouraging economic development within the City.

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

VI. **Environmental:**
N/A

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

VIII. **Board/Commission Action:**
N/A

IX. **Coordination/Outreach:**
This letter and ordinance have been coordinated with the Department of Public Works and the City Attorney's office.

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A: Right of Entry
- Exhibit B: Legal Description

8/1/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A RIGHT OF ENTRY AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION AND CORMAN-E.V. WILLIAMS, A JOINT VENTURE, FOR WORK RELATED TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION MILITARY HIGHWAY CONTINUOUS FLOW INTERSECTION PROJECT.

- - -

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

Section 1:- That the City Manager is hereby authorized to enter into a right of entry agreement, a copy of which is attached hereto as Exhibit A, on behalf of the City of Norfolk with the Commonwealth of Virginia, Department of Transportation and Corman-E.V. Williams, A Joint Venture, relative to certain city-owned properties located adjacent to the right-of-way of N. Military Highway in the City of Norfolk, such parcels of property being designated in Exhibit B attached hereto, for work related to the Virginia Department of Transportation Military Highway Continuous Flow Intersection Project.

Section 2:- That the City Manager, with the advice and counsel of the City Attorney, is further authorized to correct, amend or revise the right of entry agreement as he may deem necessary, consistent with the purposes stated herein, and to do all things necessary and proper to implement the agreement.

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

EXHIBIT A TO ORDINANCE

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), made this _____ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia (hereinafter "City"), Grantor, the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION** (hereinafter "VDOT") and **CORMAN-E.V. WILLIAMS, A JOINT VENTURE** (hereinafter "CEV"), Grantees.

WITNESSETH:

WHEREAS, the City owns certain properties located adjacent to the right-of-way of N. Military Highway in the City of Norfolk, said properties being shown on Exhibit A and described on Exhibit B attached hereto ("Property"); and

WHEREAS, VDOT has initiated a project for certain improvements to Military Highway known as the Military Highway Continuous Flow Intersection Project (the "Project"); and

WHEREAS, CEV was hired by VDOT for work as part of the Project; and

WHEREAS, in order complete the Project, CEV will need access to the Property for the purposes of installation of erosion and sediment control measures, clearing, placement of fill, installation of storm drain outfalls, reconstruction of the entrance to the Norfolk Police Training Center, minor grading and a work area for equipment, all in relation to the Project; and

WHEREAS, VDOT and CEV have requested permission to utilize the Property for such purpose, to which the City is agreeable upon certain terms and conditions.

NOW, THEREFORE, the City hereby grants to VDOT and CEV, their employees, agents, subcontractors and consultants, permission to enter upon and use the Property for the purposes set forth above upon the following terms and conditions:

1. The permission granted by this Agreement shall commence on September 13, 2016 and will terminate on May 31, 2018, subject to the City's right of revocation at any time in its sole discretion.

2. The City shall have access to the Property at all times.

3. Except as otherwise provided herein, VDOT and CEV shall take all necessary measures to ensure that the Property is returned to its original condition.

4. The City shall have the right to make periodic inspections of the manner in which CEV is using the Property and CEV shall exercise reasonable care in the performance of its work and other authorized activities.

5. Any costs associated with violations of the law, including but not limited to, remediation, clean-up costs, fines, administrative or civil penalties or charges, and third-party claims imposed on the City by any regulatory agency or by any third-party as a result of the noncompliance with applicable Federal, State or local environmental laws, regulations or nuisance statutes by VDOT and CEV, or by any of their subcontractors, consultants or sub-consultants, in connection with the work or other activities contemplated herein, shall be paid by VDOT and/or CEV.

6. CEV, at their own cost and expense, shall take out and keep in full force and effect during the term of this Agreement general liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring and naming VDOT and the City as an additional insured in the amount of at least $1,000,000 each occurrence and $2,000,000.00 general aggregate against liability from claims, actions and suits that may be asserted or brought against the City and/or VDOT and/or CEV, and their successors and assigns, for any injury to, or death of

any person or persons, or for any damage to, or destruction of Properties resulting from CEV's use of the Property, with evidence of such insurance being provided to the City.

7. The City shall not be responsible or liable for injuries to persons, including death or damage to the Property, when such injuries or damages are caused by or result from CEV's use of the Property under the terms of this Agreement, and CEV agrees to indemnify and hold harmless the City from and against any and all claims, demands, suits, actions and judgments of any kind or nature whatsoever, including costs and expenses, for any personal injury or property damage to any person or the Property, arising or resulting, directly or indirectly, from CEV's use of the Property under this Agreement.

8. This Agreement shall not be assigned by VDOT or CEV to any other party or entity.

9. Upon completion of the Project and all other activities on the Property permitted by this Agreement, VDOT and CEV shall leave the Property in the same condition as they existed prior to their entry upon the Property.

10. In exercising the rights granted hereby and undertaking activity pursuant to this Agreement, VDOT and CEV shall act in accordance with the applicable laws of the Commonwealth of Virginia and any other governmental body, State or Federal, having jurisdiction over such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

(SIGNATURE PAGES FOLLOW)

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION

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

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____, Commonwealth of Virginia, whose term of office expires on the ____ day of_____, 20___, do hereby certify that_____, _____ (Title) of the Virginia Department of Transportation, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.:_____

CORMAN-E.V. WILLIAMS, A JOINT VENTURE

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

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____, Commonwealth of Virginia, whose term of office expires on the ____ day of_____, 20___, do hereby certify that_____, _____ (Title) of Corman-E.V. Williams, A Joint Venture, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.: _____

CITY OF NORFOLK

By:_____ (SEAL)
City Manager

ATTEST:

_____
City Clerk

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

I, _____, a Notary Public of the City of Norfolk, State of Virginia, whose term of office expires on the _____ day of _____, 20____, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

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

_____
Notary Public
Registration No.:_____

APPROVED AS TO CONTENT:

_____
Director of Public Works

APPROVED AS TO FORM AND CORRECTNESS:

_____
Deputy City Attorney

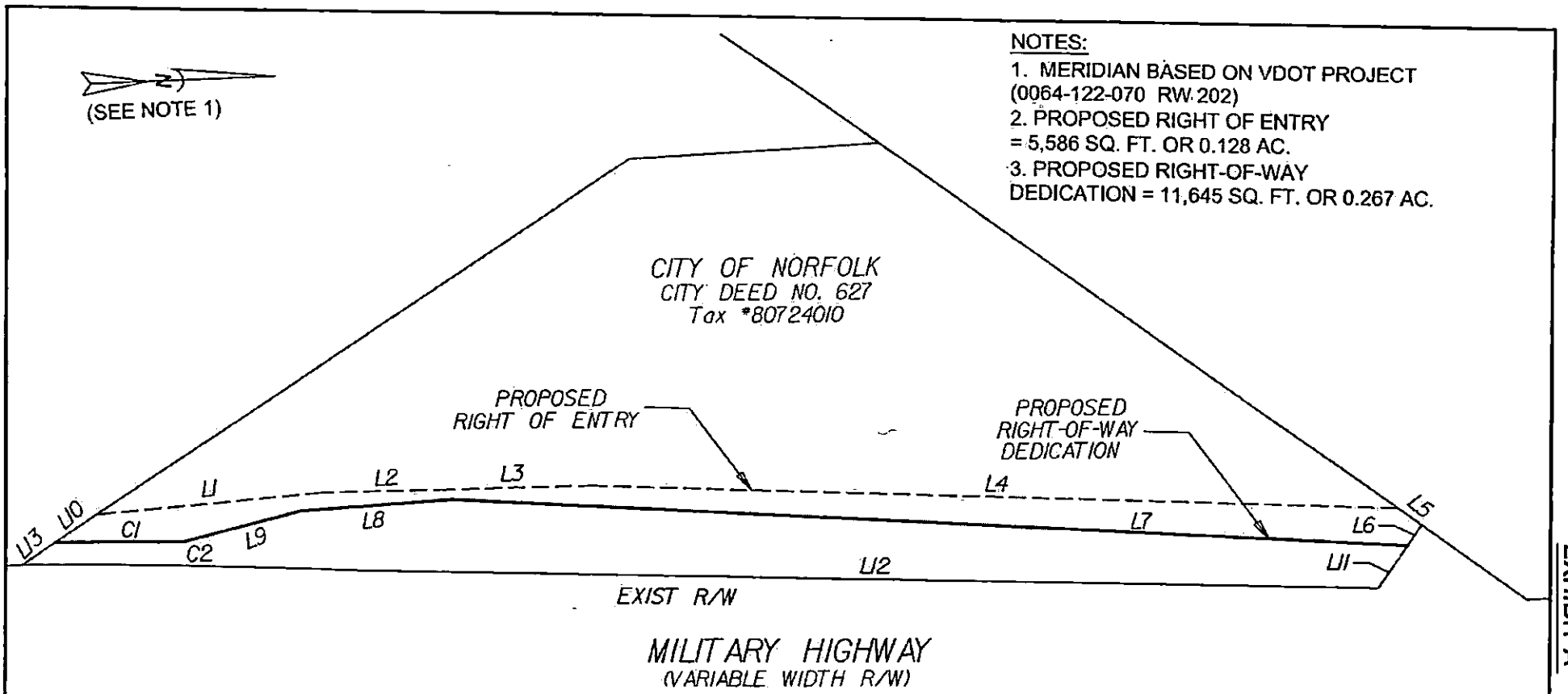


EXHIBIT A

LINE TABLE					
NO.	BEARING	DIST.	NO.	BEARING	DIST.
L1	N 03°15'19" W	92.91'	L8	S 01°51'17" E	60.93'
L2	N 00°58'22" E	48.21'	L9	S 12°14'57" E	49.84'
L3	N 00°46'03" E	59.01'	L10	N 31°06'32" W	20.50'
L4	N 03°48'23" E	325.93'	L11	S 52°34'53" E	20.72'
L5	N 37°20'01" E	11.69'	L12	S 03°12'58" W	407.87'
L6	S 52°34'53" E	10.15'	L13	N 31°06'32" W	15.96'
L7	S 04°57'24" W	385.67'			

CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST.
C1	3016.31'	52.06'	00°59'20"	S 01°55'25" W	52.06'
C2	2950.00'	139.94'	02°43'05"	S 03°12'58" W	139.93'

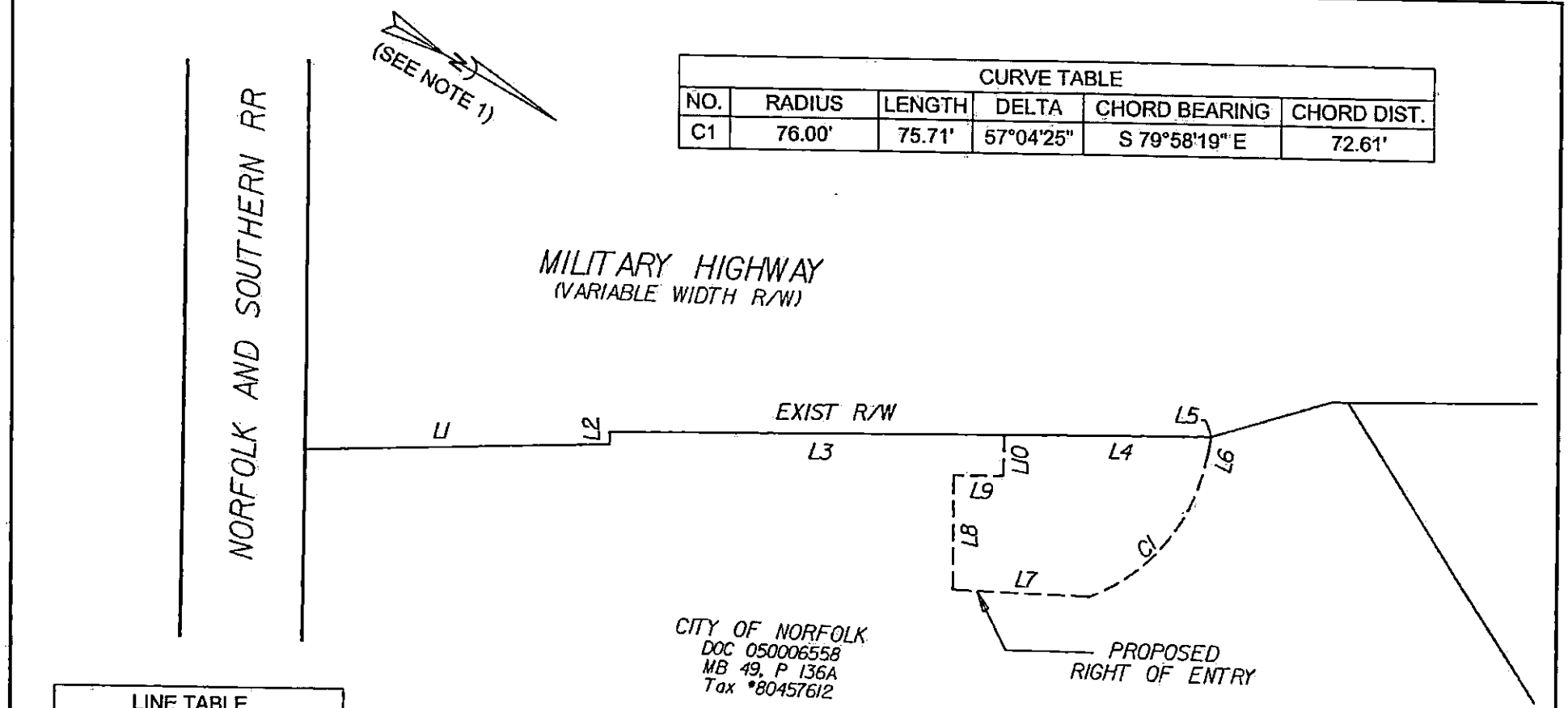
0 60' 120'

PARCEL 007

EXHIBIT FOR
PROPERTY OF CITY OF NORFOLK
RIGHT OF WAY DEDICATION/RIGHT OF ENTRY
NORFOLK, VIRGINIA

RICE ASSOCIATES
SURVEYING PHOTOGRAMMETRY LASER SCANNING
3145 VIRGINIA BEACH BLVD, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
(757) 306-4260
WWW.RICESURVEYS.COM

DATE	SCALE	DRAWN BY	CHECKED BY
8-8-2016	1" = 60'	GB	TS



CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST.
C1	76.00'	75.71'	57°04'25"	S 79°58'19" E	72.61'

LINE TABLE		
NO.	BEARING	DIST.
L1	N 31°35'43" W	123.12'
L2	S 61°02'19" W	5.01'
L3	N 30°22'15" W	158.64'
L4	N 30°22'15" W	83.32'
L5	N 46°53'17" W	0.05'
L6	N 71°29'29" E	9.23'
L7	S 27°53'38" E	55.05'
L8	S 59°59'49" W	45.61'
L9	N 30°28'38" W	20.19'
L10	S 59°59'49" W	16.29'

NOTES:
1. MERIDIAN BASED ON VDOT PROJECT (0064-122-070 RW 202)
2. PROPOSED RIGHT OF ENTRY = 5,317 SQ. FT. OR 0.122 ACRES.

0 60' 120'

PARCEL 039

EXHIBIT FOR
PROPERTY OF CITY OF NORFOLK
RIGHT OF WAY DEDICATION/RIGHT OF ENTRY
NORFOLK, VIRGINIA

RICE ASSOCIATES
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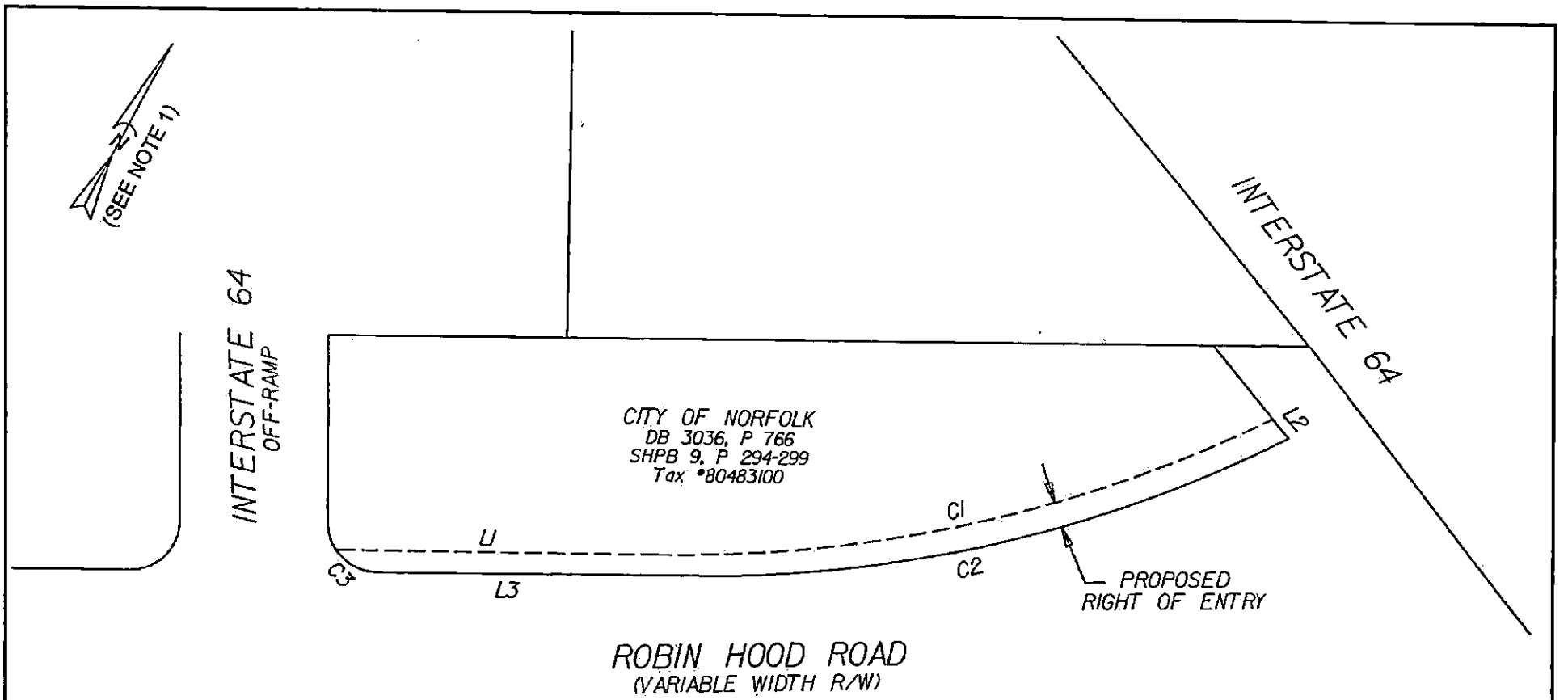

LINE TABLE		
NO.	BEARING	DIST.
L1	N 61°50'18" E	130.75'
L2	S 67°54'37" E	9.97'
L3	S 61°33'03" W	141.13'

NOTES:
1. MERIDIAN BASED ON VDOT PROJECT (0064-122-070 RW 202)
2. PROPOSED RIGHT OF ENTRY = 3,552 SQUAREFEET OR 0.082 ACRES.

PARCEL 164

CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST.
C1	550.00'	255.10'	26°34'28"	N 48°33'03" E	252.82'
C2	529.73'	234.96'	25°24'47"	S 47°16'59" W	233.04'
C3	20.00'	19.46'	55°44'27"	N 89°59'04" W	18.70'

0 60' 120'

EXHIBIT FOR
PROPERTY OF CITY OF NORFOLK
RIGHT OF ENTRY
NORFOLK, VIRGINIA

RICE ASSOCIATES
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DATE	SCALE	DRAWN BY	CHECKED BY
8-2-2016	1" = 60'	GB	TS

EXHIBIT B

Proposed Right-Of-Entry
Parcel 007 – Military Highway CFI

An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: COMMENCING at a point that is located on the western right-of-way line of Military Highway; thence, from said point, N 31°06'32" W, 15.96 feet to the Point of Beginning; said point being north of the Harry Lee Property, and being south of the City of Norfolk property, being shown on that certain plat entitled, "Property of City Of Norfolk, Located Near City Water Works-In Princess Anne County, Virginia"; being dated March 1950, and being located in the Division of Surveys, Public Works Department, Norfolk, Virginia as file #3299; thence, from said BEGINNING point N 31°06'32" W, 20.50 feet to a point; said point being located on the southern line of the City of Norfolk property; thence, along the following (4) four courses along the western line of a temporary right of entry: N 03°15'19" W, 92.91 feet to a point; thence, N 00°58'22" E, 48.21 feet to a point; thence, N 00°46'03" E, 59.01 feet to a point; thence, N 03°48'23"E, 325.93 feet to a point; said point being located on the southern line of Lot X, being shown on that certain plat entitled, "Subdivision of Parcel "B", Resubdivision Of Parts Of Site 95 & Eastern 249.1' Of Lot 8, Plat Of Lansdale, (M.B. 16, P. 64), And The Northern Part Of Lot 95, Plat Of Lansdale, Sections E and F, (M.B. 18, P. 83 Ches.), Norfolk, Virginia"; being dated December 15, 2006, and being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 62, Page 100; thence, continuing along the southern line of Lot X, N 37°20'01" E, 11.69 feet to a point; thence, S 52°34'53" E, 10.15 feet to a point; thence, S 04°57'24" W, 385.67 feet to a point; thence, S 01°51'17" E, 60.93 feet to a point; thence, S 12°14'57" E, 49.84 feet to a point of curvature; thence, along an arc of a non-radial curve to the left, having a radius of 3016.31 feet, a chord bearing of S 01°55'25" W, and a chord distance of 52.06 feet, more or less; to the point of beginning being shown on that certain exhibit entitled, "Exhibit for Property of City of Norfolk Right of Way Dedication/Right of Entry Norfolk, Virginia," being prepared by Rice Associates, Surveying Photogrammetry Laser Scanning, in Virginia Beach, Virginia, dated August 8, 2016, and indexed as Parcel 007.

The above-described parcel contains 0.128 acre of land, more or less.

August 17, 2016

Right-Of-Entry
Parcel 039 – Military Highway CFI

All that certain lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, and being further described as follows: COMMENCING at a point that is 98.00 feet, more or less, east of Construction Baseline Station 154+20.77 as shown on sheet11 of Virginia State Highway Project 0165-122-181, RW-201, C-501, said point of beginning being on the east right-of-way line as dedicated as right-of-way by Norfolk City Council in Ordinance Number 44,608 and the northern right-of-way line of Norfolk and Southern Railway; thence, northwestwardly along said right-of-way line the following courses and distances; thence, N 31°35'43" W, 123.00 feet, to a point; thence, along a bearing of S 61°02'19" W, 5.01 feet, to a point; thence, N 30°22'15" W, 158.69 feet, to the point of BEGINNING; thence, along the eastern right-of-way line of Military Highway, N 30°22'15" W, 83.27 feet to a point; thence, continuing along said right-of-way along a bearing of N 46°53'17" W, 1.33 feet to a point; thence, leaving said eastern right-of-way line of Military Highway, N 71°29'29" W, 15.09 feet to a point; thence, along an arc of a curve to the right having a radius of 76.00 feet, an arc length of 75.71 feet, a chord bearing of S79°58'19"E, and a chord distance of 72.61 feet to a point; thence, along a bearing of S 27°53'38" E, 55.05 feet to a point; thence, S 59°59'49" W, 45.61 feet to a point; thence, N 30°28'28" W, 20.19 feet to a point; thence, S 59°59'49" W, 21.66 feet to the point of beginning being located on the eastern right-of-way line of North Military Highway and being shown on that certain exhibit entitled, "Exhibit for Property of City of Norfolk Right of Way Dedication/Right of Entry Norfolk, Virginia," being prepared by Rice Associates, Surveying Photogrammetry Laser Scanning, in Virginia Beach, Virginia, dated August 8, 2016.

The above-described parcel contains 0.132 acre of land, more or less.

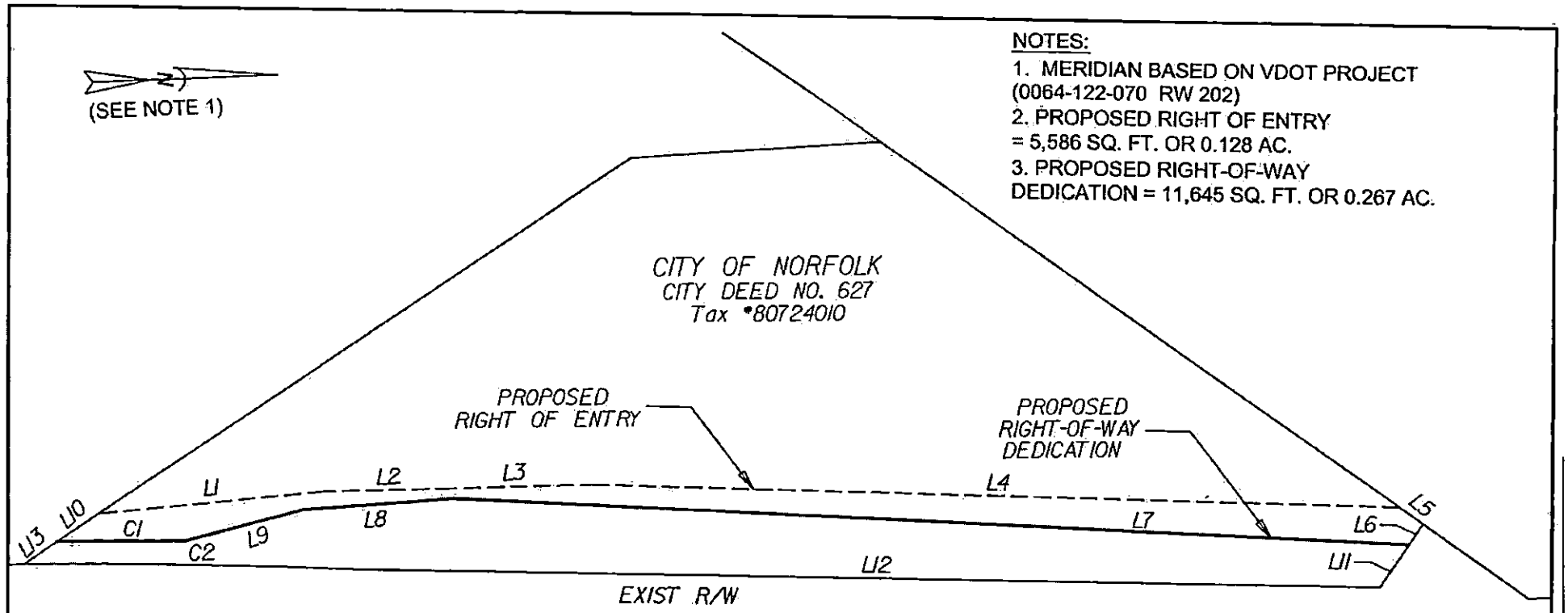
August 17, 2016

Right-Of-Entry
Parcel 164 – Military Highway CFI

All that certain lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, and being further described as follows: BEGINNING at a point being located at the southeast corner of the City of Norfolk parcel bound to the west by the eastern line of Interstate 64E Highway Off-ramp (formerly Almeda Avenue), bound to the south by the northern line of Robin Hood Road, bound to the east by the western line of Interstate 64E Highway, and bound to the northwest by the City of Norfolk parcel having an address of 2700 Almeda Avenue; thence, from said point along an arc of a non-radial curve to the right having a chord bearing of S 47°16'59" W, a radius of 529.73 feet, an arc length of 234.96 feet, and a chord distance of 233.04 feet, to a point; thence, S 61°33'03" W, 141.13 feet, to a point; thence, along an arc of a curve to the right having a radius of 20.00 feet, an arc length of 19.46 feet, a chord bearing of N 89°59'04" W, a chord distance of 18.70 feet, to a point; thence, N 61°50'08" E, 130.75 feet, to a point; thence, along an arc of a curve to the left having a radius of 550.00 feet, an arc length of 255.10 feet, a chord bearing of N 48°33'03" E, a chord distance of 252.82 feet, to a point; thence, S 67°54'37" E, 9.97 feet, to the point of beginning being shown on that certain exhibit created by Rice Associates entitled "Exhibit for Property of City of Norfolk, Right of Entry, Norfolk, Virginia" dated August 2, 2016, and indexed as Parcel 164.

The above-described parcel contains 0.082 acre of land, more or less.

August 12, 2016



NOTES:

1. MERIDIAN BASED ON VDOT PROJECT (0064-122-070 RW 202)
2. PROPOSED RIGHT OF ENTRY = 5,586 SQ. FT. OR 0.128 AC.
3. PROPOSED RIGHT-OF-WAY DEDICATION = 11,645 SQ. FT. OR 0.267 AC.

EXHIBIT B TO ORDINANCE

PARCEL 007

LINE TABLE

NO.	BEARING	DIST.	NO.	BEARING	DIST.
L1	N 03°15'19" W	92.91'	L8	S 01°51'17" E	60.93'
L2	N 00°58'22" E	48.21'	L9	S 12°14'57" E	49.84'
L3	N 00°46'03" E	59.01'	L10	N 31°06'32" W	20.50'
L4	N 03°48'23" E	325.93'	L11	S 52°34'53" E	20.72'
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NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST.
C1	3016.31'	52.06'	00°59'20"	S 01°55'25" W	52.06'
C2	2950.00'	139.94'	02°43'05"	S 03°12'58" W	139.93'

0 60' 120'

EXHIBIT FOR
PROPERTY OF CITY OF NORFOLK
RIGHT OF WAY DEDICATION/RIGHT OF ENTRY
NORFOLK, VIRGINIA

RICE ASSOCIATES
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3145 VIRGINIA BEACH BLVD, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
(757) 306-4260
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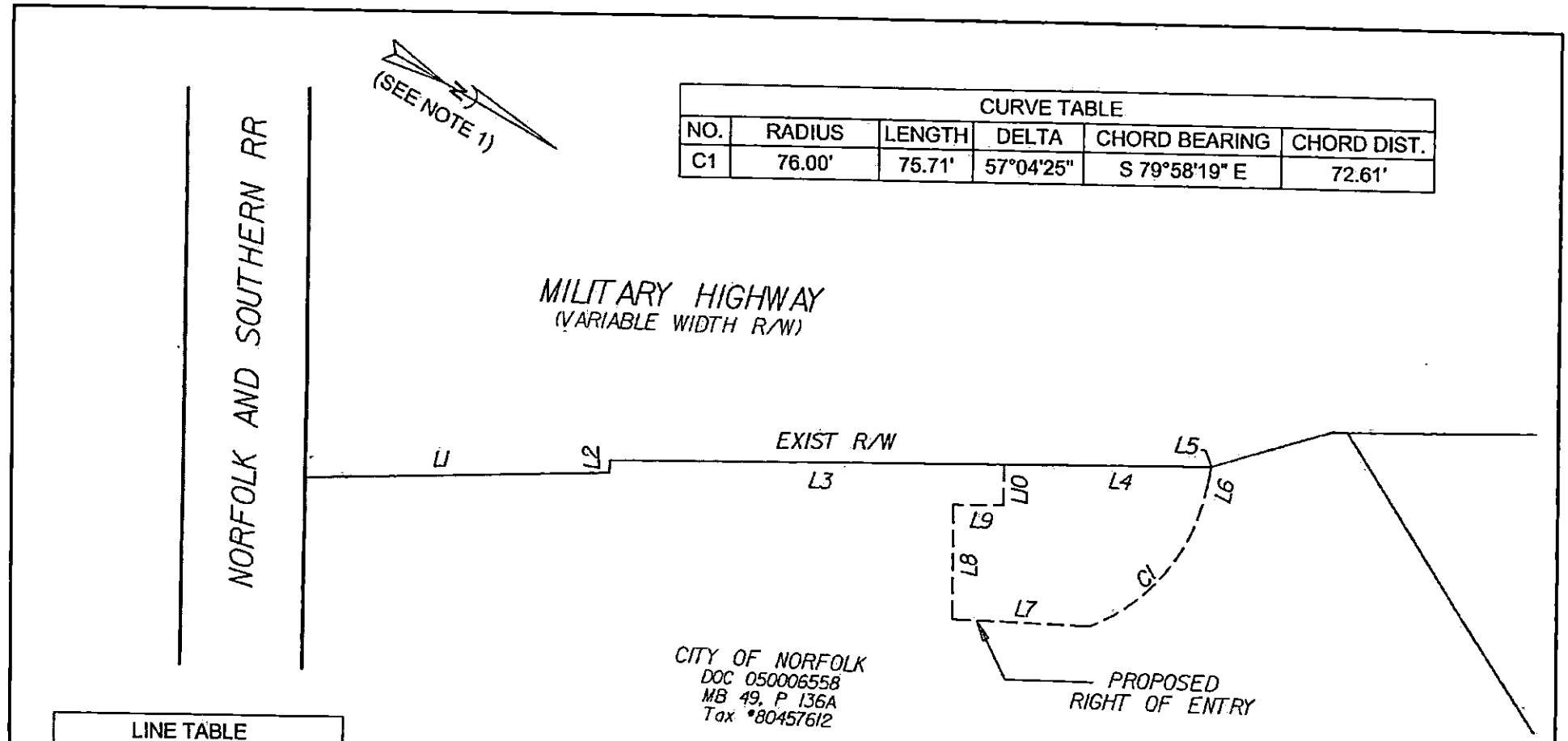

CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST.
C1	76.00'	75.71'	57°04'25"	S 79°58'19" E	72.61'

LINE TABLE		
NO.	BEARING	DIST.
L1	N 31°35'43" W	123.12'
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L3	N 30°22'15" W	158.64'
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L5	N 46°53'17" W	0.05'
L6	N 71°29'29" E	9.23'
L7	S 27°53'38" E	55.05'
L8	S 59°59'49" W	45.61'
L9	N 30°28'38" W	20.19'
L10	S 59°59'49" W	16.29'

NOTES:
1. MERIDIAN BASED ON VDOT PROJECT (0064-122-070 RW 202)
2. PROPOSED RIGHT OF ENTRY = 5,317 SQ. FT. OR 0.122 ACRES.

0 60' 120'

PARCEL 039

EXHIBIT FOR
PROPERTY OF CITY OF NORFOLK
RIGHT OF WAY DEDICATION/RIGHT OF ENTRY
NORFOLK, VIRGINIA

RICE ASSOCIATES
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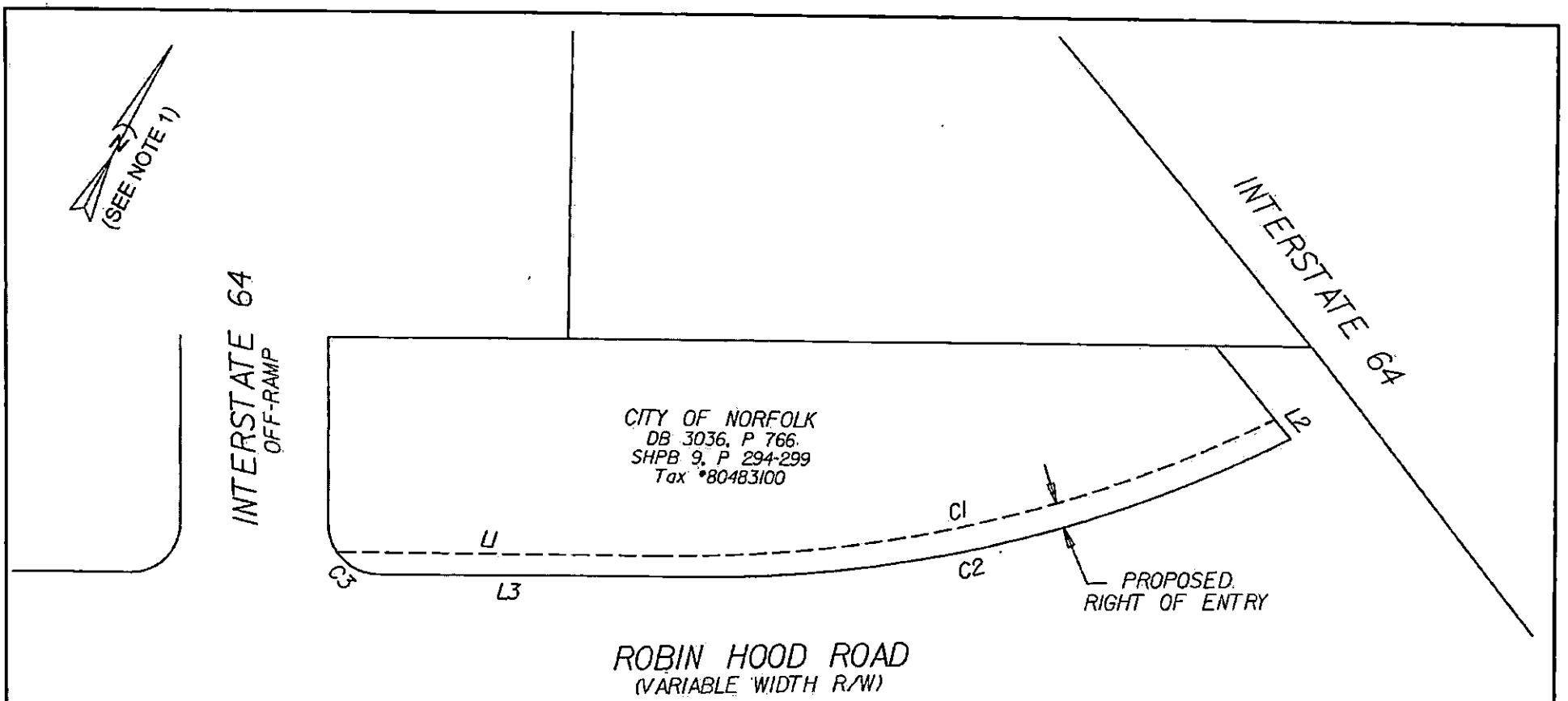

LINE TABLE		
NO.	BEARING	DIST.
L1	N 61°50'18" E	130.75'
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L3	S 61°33'03" W	141.13'

NOTES:
1. MERIDIAN BASED ON VDOT PROJECT (0064-122-070 RW 202)
2. PROPOSED RIGHT OF ENTRY = 3,552 SQUAREFEET OR 0.082 ACRES.

CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST.
C1	550.00'	255.10'	26°34'28"	N 48°33'03" E	252.82'
C2	529.73'	234.96'	25°24'47"	S 47°16'59" W	233.04'
C3	20.00'	19.46'	55°44'27"	N 89°59'04" W	18.70'

0 60' 120'

PARCEL 164

EXHIBIT FOR
PROPERTY OF CITY OF NORFOLK
RIGHT OF ENTRY
NORFOLK, VIRGINIA

RICE ASSOCIATES
SURVEYING PHOTOGRAMMETRY LASER SCANNING
3145 VIRGINIA BEACH BLVD, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
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WWW.RICESURVEYS.COM

DATE	SCALE	DRAWN BY	CHECKED BY
8-2-2016	1" = 60'	GB	TS

City of NORFOLK

C: Director, Department of Public Works

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

From: David L. Ricks, Director of Public Works

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

Approved: _____
Marcus D. Jones, City Manager

Subject: Traffic Control Signs – Various Locations (12)

Ward/Superward: 1/6, 2/6, 3/7, 4/7, 5/6

Item Number: **R-11**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk, Department of Public Works

III. **Description:**

This agenda item is in response to requests from area residents and various civic leagues. The Department of Public Works, Division of Transportation has conducted investigations regarding the posting of traffic control signs at the locations listed below and recommends the following amendments to the *Norfolk City Code* to reflect changes to existing regulations at these locations as referenced on the attached maps:

Location	Proposed Amendment
1. Algonquin Road at its intersection with North Shore Road. (Map 3)	Add Yield
2. Revere Drive at its intersection with Riverwood Road. (Map 3)	Add Yield
3. Riverwood Road at its intersection with Revere Drive. (Map 3)	Add Yield
4. Boissevain Avenue at its intersection with Orapax Street. (Map 2)	Add Stop
5. Dana Street at its intersection with Cromwell Road. (Map 2)	Add Stop
6. Fairfax Avenue at its intersection with Dundaff Street. (Map 2)	Add Stop

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

7. Lasalle Avenue at its intersection with Racine Avenue. (Map 2)	Add Stop
8. Pleasant Avenue at its intersection with 11th Bay Street. (Map 3)	Add Stop
9. Pleasant Avenue at its intersection with 7th Bay Street. (Map 3)	Add Stop
10. Bartee Street, between Glenrock Road and N. Military Highway. (Map 1)	Add Trucks of one and one-half tons or over prohibited
11. Chambers Street, between Glenrock Road and N. Military Highway. (Map 1)	Add Trucks of one and one-half tons or over prohibited
12. Glenrock Road, between Poplar Hall Drive and Chambers Street. (Map 1)	Add Trucks of one and one-half tons or over prohibited

IV. Analysis

The investigations consider the flow and volume of traffic of the intersections. The recommendations will improve the traffic flow on city streets.

V. Financial Impact

There will be minimal impact to the City Budget for the installation or removal of these traffic control signs. There will be ongoing maintenance costs associated with the average 10-year life span of the signs and replacement costs for any knockdowns.

VI. Environmental

N/A

VII. Community Outreach/Notification

The stop sign installations have been coordinated with the Algonquin, Elizabeth Park, Ballentine Place, Lafayette/Winona, East Ocean View and Glenrock Civic Leagues, Ghent Neighborhood League and Chelsea Business Association. Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the Department of Public Works:

- Ordinance
- Location Maps
- Traffic Control Signs Ordinance Summary

8/8/2016MR

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND AND REORDAIN SECTIONS 25-653, 654, AND 656 OF THE NORFOLK CITY CODE, 1979, **SO AS TO** ADD THREE NEW YIELD INTERSECTIONS, SIX NEW STOP INTERSECTIONS, AND THREE NEW STREETS INCLUDED IN THE PROHIBITION REGARDING TRUCKS OF ONE AND ONE-HALF TONS.

- - -

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

Section 1:- That Section 25-653 of the Norfolk City Code, 1979, regarding yield intersections, is hereby amended and reordained so as to add the following new subsections:

Algonquin Road at its intersection with North Shore Road.

Revere Drive at its intersection with Riverwood Road.

Riverwood Road at its intersection with Revere Drive.

Section 2:- That Section 25-654 of the Norfolk City Code, 1979, regarding stop intersections, is hereby amended and reordained so as to add the following new subsections:

Boissevain Avenue at its intersection with Orapax Street.

Dana Street at its intersection with Cromwell Road.

Fairfax Avenue at its intersection with Dundaff Street.

Lasalle Avenue at its intersection with Racine Avenue.

Pleasant Avenue at its intersection with 11th Bay Street.

Pleasant Avenue at its intersection with 7th Bay Street.

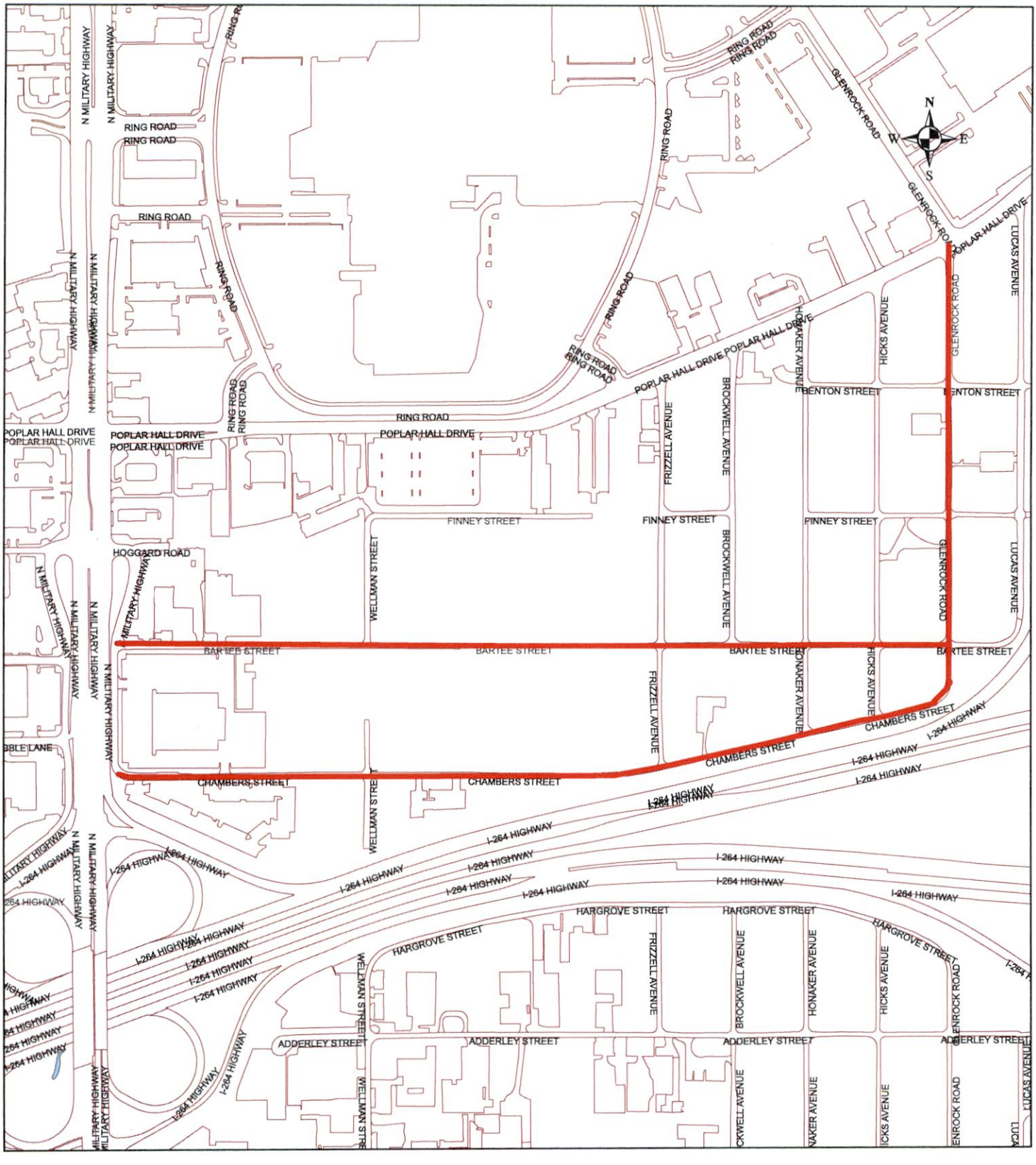
Section 3:- That Section 25-656 of the Norfolk City Code, 1979, regarding trucks of one and one-half tons or over prohibited on certain streets; exceptions, is hereby amended and reordained so as to add the following new subsections:

Bartee Street, between Glenrock Road and N. Military Highway.

Chambers Street, between Glenrock Road and N. Military Highway.

Glenrock Road, between Poplar Hall Drive and Chambers Street.

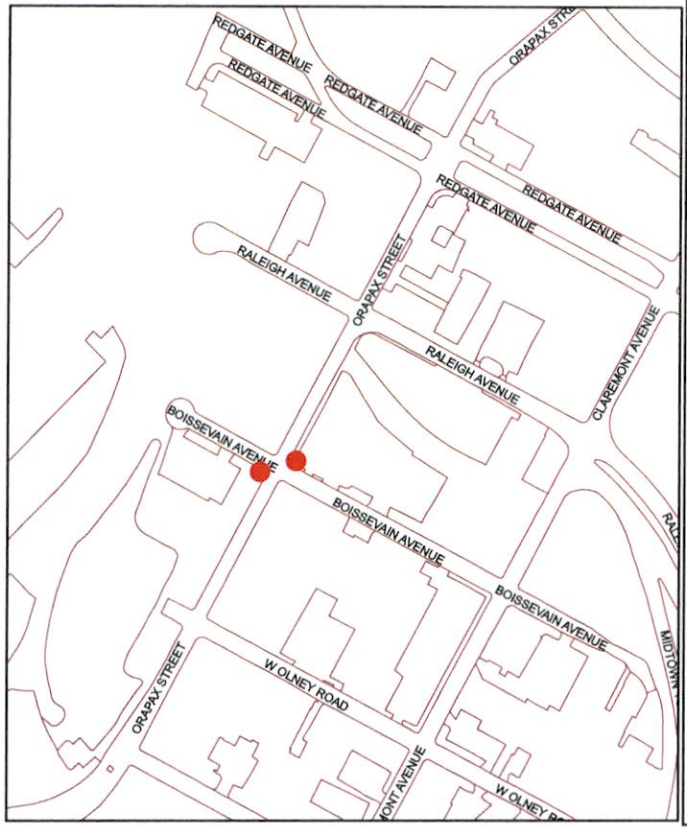
Section 4:- That this ordinance shall be in effect from and after the date of its adoption.



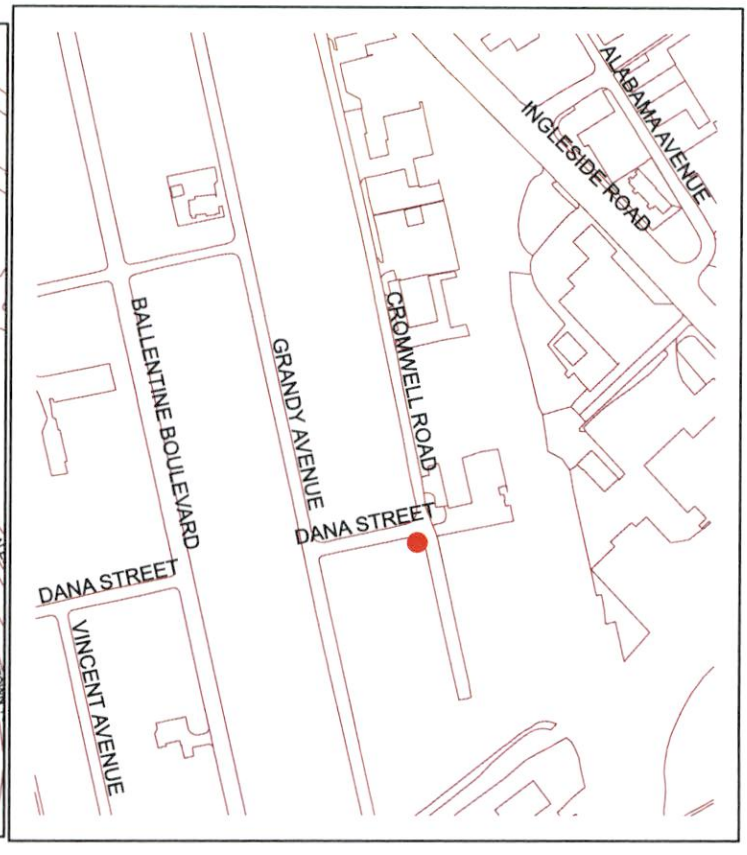
MAP 1

Trucks of 1 and 1 1/2f tons or over prohibited on :

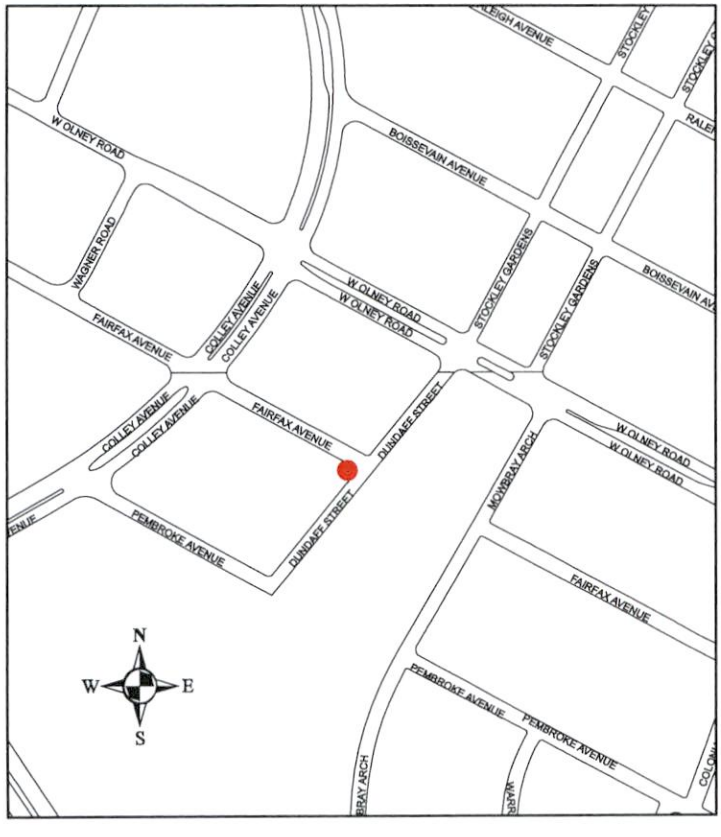
10. Bartee Street, between Glenrock Road and N. Military Highway.
11. Chambers Street, between Glenrock Road and N. Military Highway.
12. Glenrock Road, between Poplar Hall Drive and Chambers Street.



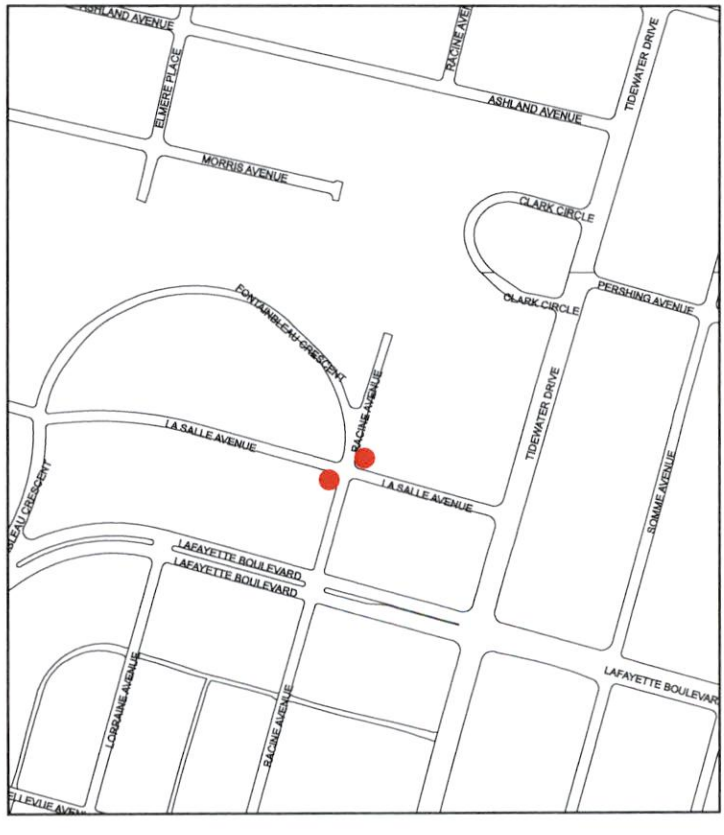
4. Boissevain Avenue at Orapax Street. (Stop)



5. Dana Street at Cromwell Road. (Stop)

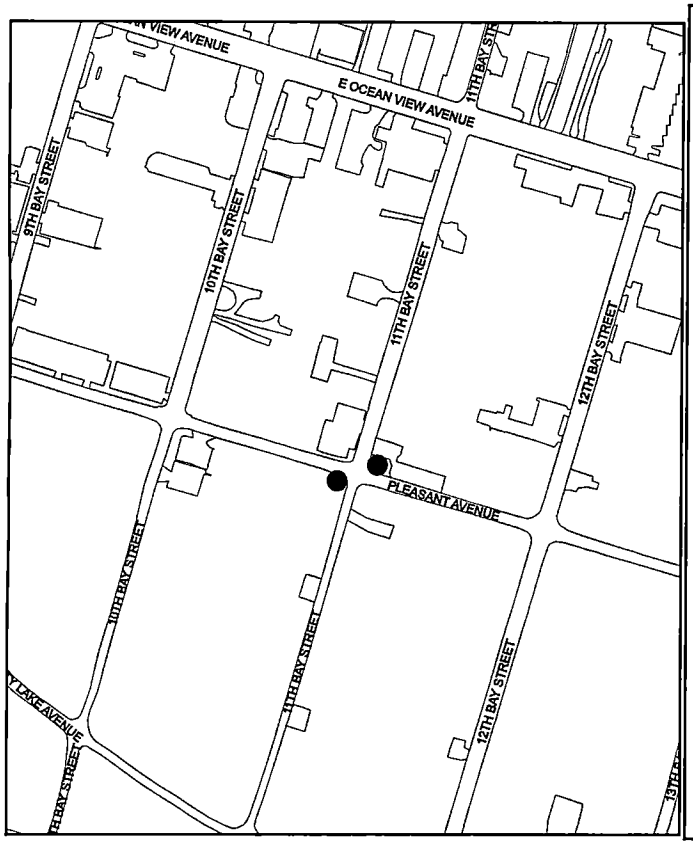


6. Fairfax Avenue at Dundaff Street. (Stop)

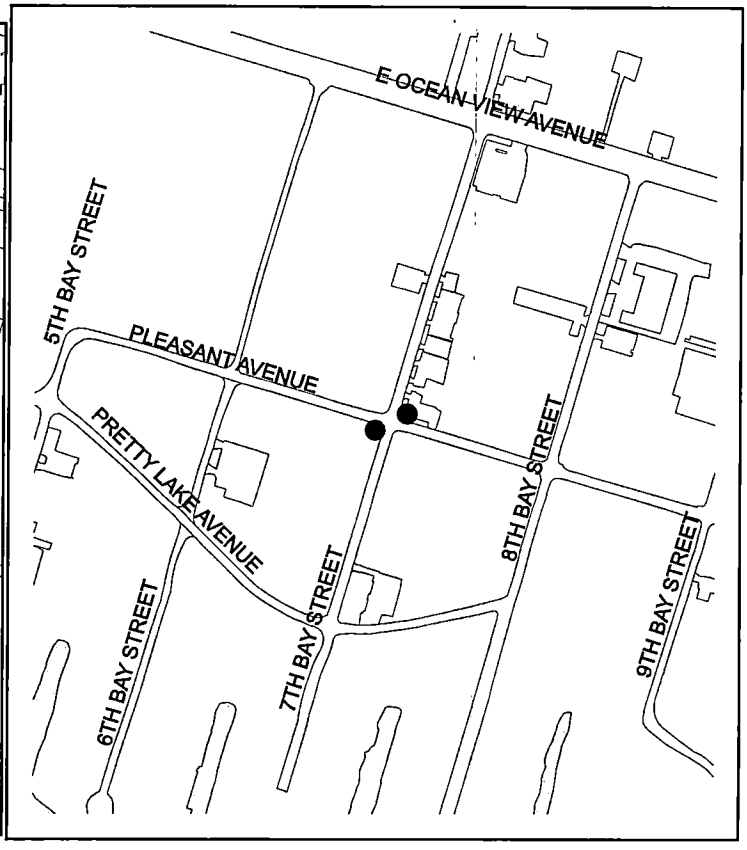


7. Lasalle Avenue at Racine Avenue. (Stop)

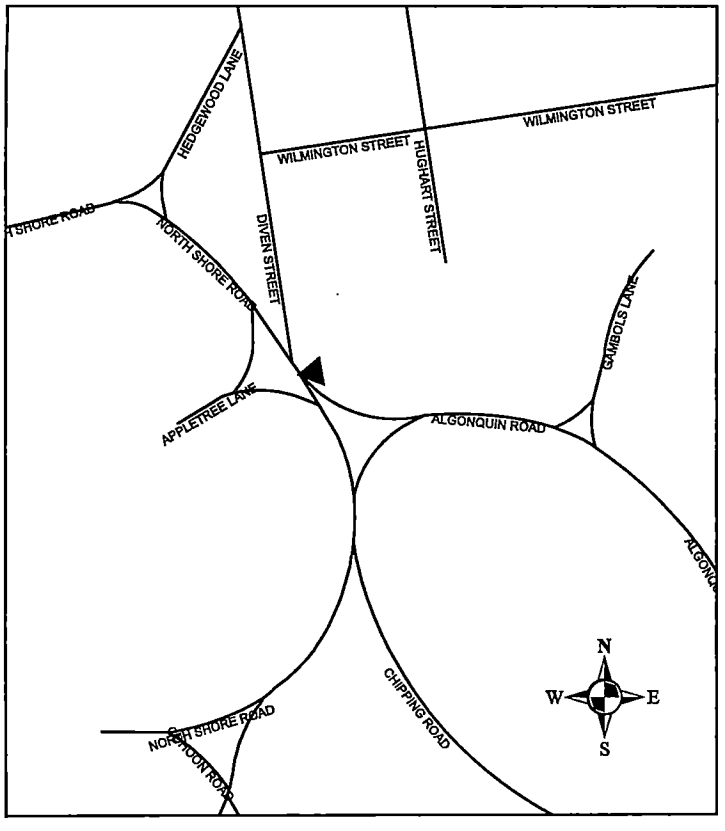
MAP 2



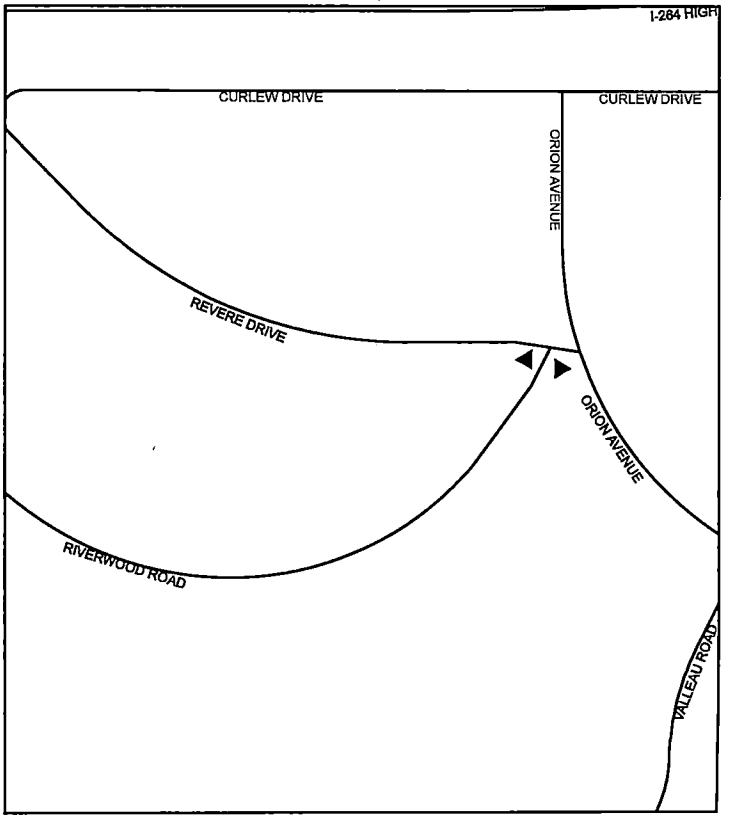
8. Pleasant Avenue at 11th Bay Street. (Stop)



9. Pleasant Avenue at 7th Bay Street. (Stop)



1. Algonquin Road North Shore Road. (Yield)



2. Revere Drive at Riverwood Road. (Yield)
3. Riverwood Road at Revere Drive. (Yield)

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

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

Subject: Acquisition of property located in the City of Suffolk at the Western Branch Reservoir

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: N/A

Approved: Marcus D. Jones, City Manager

Item Number: R-12

I. **Recommendation:** Adopt Ordinance

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

III. **Description:**
This agenda item is an ordinance to approve the City of Norfolk's (the "city's") acquisition of 126.97 acres of real property owned by the Pretlow family and located in the City of Suffolk at the Western Branch Reservoir.

IV. **Analysis**
The City seeks to purchase this property owned by the Pretlow family in order to protect the city's water supply from any activity on the property that may adversely affect its water quality. The *Code of Virginia* §§15.2-1901, 15.2-1901.1, 15.2-2109 and *Norfolk City Charter* Section 2(5) provide the city with the requisite authority to purchase private property for public uses.

V. **Financial Impact**

Purchase Price	The purchase price of $241,864.00 was negotiated between the Pretlow family and the Department of Public Utilities.
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees.

VI. **Environmental**
There are no known environmental issues associated with this property.

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

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit A to Ordinance – legal description of area to be acquired
- Exhibit B to Ordinance – Purchase and Sale Agreement

8/24/16 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

By _____
DEPT. Utilities

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.

$ 256,000 be 5300-33-4174-5551-B415
Account

_____ 8/26/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE FINDING A PUBLIC NECESSITY FOR THE ACQUISITION IN FEE SIMPLE OF THE PROPERTY INTERESTS OWNED BY JOSHUA PRETLOW, JR., ANNE PRETLOW HENDERSON, T. KIRK PRETLOW, AND JENNIE PRETLOW BARRETT IN CERTAIN PROPERTY LOCATED IN THE CITY OF SUFFOLK AT THE WESTERN BRANCH RESERVOIR; APPROVING THE PURCHASE AND SALE AGREEMENT; AND AUTHORIZING THE EXPENDITURE OF A SUM OF UP TO $256,000.00 FROM FUNDS HERETOFORE APPROPRIATED FOR ACQUISITION OF THE PROPERTY AND ALL RELATED TRANSACTIONAL COSTS.

- - -

WHEREAS, the City of Norfolk ("City") owns the Western Branch Reservoir ("Reservoir") and certain property surrounding the Reservoir; and

WHEREAS, Joshua Pretlow, Jr., Anne Pretlow Henderson, T. Kirk Pretlow, and Jennie Pretlow Barrett (collectively the "Pretlows") have ownership interests in a certain portion of the Reservoir property described in Exhibit A, attached hereto ("Property") and

WHEREAS, the City desires to acquire the Pretlows' interests in the Property so as to preclude any activity on the Property that may adversely affect the quality of the City's water supply; and

WHEREAS, the City is empowered by the provisions of Virginia Code Section 15.2-1800 and by Norfolk City Charter Section 2(5) to acquire private property for public uses; and

WHEREAS, it is the judgment of the Council of the City of Norfolk that the acquisition of the property is necessary in order to protect the quality of the City's water supply; now, therefore,

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

Section 1:- That pursuant to the provisions of Virginia Code Section 15.2-1800 and Norfolk City Charter Section 2(5), the Council finds that the acquisition of the interests owned by the Pretlows in the subject Property is necessary to ensure the proper protection of the City's water supply.

Section 2:- That the acquisition of the Pretlows' interests in the said Property upon such terms and conditions as are set forth in the Purchase and Sale Agreement, a copy of which is attached as Exhibit B, is reasonable and in the best interest of the City and the Purchase and Sale Agreement is hereby approved.

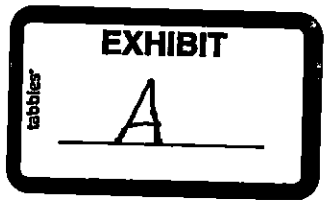
Section 3:- That the City Manager is authorized to accept a deed in form satisfactory to the City Attorney, and to do all things necessary and proper for the acquisition of the Pretlows' interests in the Property.

Section 4:- That the expenditure of the sum of up to $256,000.00, from funds heretofore appropriated, for the acquisition of the Pretlows' interests in the Property, including all related transactional costs, is hereby authorized and approved.

Section 5:- That this ordinance shall be in effect from and after its adoption.

PRETLOW PROPERTY

LEGAL DESCRIPTION



All that certain tract or parcel of land known as the George Newby Place, containing 126.97 acres, more or less, as shown on a certain Plat Designated as Parcel No. WBR 40, owned by the George Newby Estate, and duly recorded in the Clerk's Office of the Circuit Court of the City of Suffolk (formerly Nansemond County) Virginia, in Plat Book 11, at page 70, and reference is specifically made thereto for a more accurate description.

EXHIBIT
tabbies
B

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this 26 day of July, 2016, by and between **JOSHUA PRETLOW, JR., ANNE PRETLOW HENDERSON, T. KIRK PRETLOW, AND JENNIE PRETLOW BARRETT** ("Sellers"), and the **CITY OF NORFOLK** ("Purchaser"), a municipal corporation of the Commonwealth of Virginia.

RECITALS:

A. Sellers have an ownership interest in certain real property located in the City of Suffolk, Virginia, described in Exhibit A, attached hereto and made a part hereof ("Property").

B. Purchaser desires to purchase all of the Sellers' interest in the Property and Sellers desire to sell all of their interest in the Property to Purchaser 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. Sellers agree to sell and Purchaser agrees to purchase all of Sellers' interest in the Property, together with all easements, rights, and appurtenances thereto.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property is **Two Hundred Forty-One Thousand Eight Hundred Sixty-Four Dollars and 0/100 ($241,864.00)**. The Purchase Price will be paid in the form of a check or by wire transfer of funds at closing.

3. CONVEYANCE.

a. Sellers agree to convey all of their right, title, and interest in the Property, from wherever obtained, to the Purchaser by General Warranty Deed, with English covenants of title, free and clear of all encumbrances, tenancies, and liens (for taxes or otherwise), except as may otherwise be provided in this Agreement, subject to applicable easements and restrictive covenants of record not adversely affecting the use of the Property for any purpose or rendering the title unmarketable.

b. If a defect or non-permitted encumbrance is found that is of such character that it can be cured by legal action within a reasonable time not to exceed 45 days from the Effective Date (as hereinafter defined), Sellers will, at Sellers' expense, promptly take action as is necessary to cure the defect. If the defect cannot be cured within this time, Purchaser will have the option of terminating this Agreement or waiving the defect and proceeding to Closing.

c. Possession of the Property will be given to the Purchaser at Closing, except

that Purchaser will have access to the Property for the purposes specified in Paragraph 6.

d. Purchaser agrees to pay the expenses of preparing and recording the deed.

e. Sellers and Purchaser agree that the attorney or title insurance company ("Title Company") selected by the Purchaser shall act as the settlement agent ("Settlement Agent") at the Purchaser's expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications in accordance with Paragraph 22.

4. CLOSING. The Closing will be made at the offices of the Norfolk City Attorney, 810 Union Street, Suite 900, Norfolk, Virginia 23510, or such other location as the parties may agree, within 45 days of the date this Agreement is fully executed by all parties ("Effective Date"), or as soon thereafter as settlement documents can be prepared and any title issues can be resolved, subject to Paragraph 3(b) above.

5. CONDITIONS. The Purchaser's obligations are expressly conditioned upon the satisfaction of each of the following conditions in the sole determination of the Purchaser. If any one of the following conditions cannot be met within 45 days after the Effective Date, the Purchaser may unilaterally terminate this Agreement:

a. Receipt of a satisfactory title commitment with all unacceptable title exceptions, encumbrances, and conditions as deemed by Purchaser removed or cured at Sellers' expense.

b. Termination of all existing leases of the Property, subject to the right of the current tenant to harvest his fall crops.

c. Receipt of an affidavit complying with the regulations promulgated under the Foreign Investment in Real Property Tax Act (FIRPTA), I.R.C. § 1445, in which the Seller certifies, warrants and represents that it is not a foreign entity subject to withholding under FIRPTA. If the Seller fails to deliver an affidavit at Closing, the Purchaser may withhold a portion of the purchase price to meet any potential liability under federal tax laws;

d. Receipt of an affidavit complying with the regulations promulgated under Executive Order 13224, 66 Fed. Reg. 49,079 (Sept. 23, 2001), in which the Seller certifies, warrants, and represents that it is not listed on the Specially Designated Nationals and Blocked Persons list (the "SDN list") maintained by the Office of Foreign Asset Control ("OFAC"); and

e. Satisfaction by Sellers of all obligations under this Agreement.

6. RIGHT OF ENTRY. Purchaser and Purchaser's authorized representatives may at any reasonable time and after giving reasonable notice to Sellers, enter upon the Property for the purpose of making inspections, appraisals, surveys, including 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. Purchaser will exercise this right of entry in such a way so as to not cause unreasonable damage to the Property. To the extent permitted by law and without waiving any right to sovereign immunity, Purchaser agrees to be responsible for all claims of liability for any personal injury or property damage or otherwise to any person or property caused by the negligence of Purchaser or its agents before or after Closing. Sellers agree to indemnify and hold harmless the Purchaser from all claims of liability for any personal injury or property damage or otherwise to any person or property caused by action or omission of Sellers or their agents before Closing.

7. SELLERS' DOCUMENTATION. To the extent that any of the following items exist and are in the possession of the Sellers and can be located through a reasonable search, Sellers agree to furnish to Purchaser, within 10 days from the Effective Date, any and all deeds, surveys, title reports, topographical maps, engineering and architectural drawings or plans, lot layouts, and any plans or profiles of any roadways, easements, or utility lines, proffered conditions, and any and all correspondence or agreements with any federal, state, or city governmental body or agency thereof in connection with the acquisition, purchase, or development of the Property. Sellers further agree to furnish to Purchaser all information available to Sellers concerning the environmental condition of the Property and the existence of any contract rights that Sellers might hold for the service of the Property by utilities, either public or private.

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

Sellers: Joshua Pretlow, Jr.
Pretlow & Pretlow, P.C.
200 N. Main Street
Suffolk, Virginia 23434

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

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

9. REPRESENTATIONS AND WARRANTIES BY SELLERS. Sellers represent and warrant as of the date of this Agreement and as of the date of Closing that:

a. Sellers have the right, title, and authority to enter into this Agreement and

to perform its obligations hereunder;

b. The entry and performance of this Agreement by Sellers 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 Sellers' knowledge, the Property and all structures and operations on the Property fully comply with federal, state, and local environmental laws, regulations, and requirements;

d. To the best of Sellers' knowledge, no Hazardous Substance, Petroleum Substance or Product, asbestos, asbestos containing material, or polychlorinated biphenyls (PCBs) are being manufactured, treated, stored, sold, or disposed on the Property;

e. Sellers have no knowledge of or reason to believe that there exist any Underground Storage Tanks (USTs) or Aboveground Storage Tanks (AGSTs) and related piping at or on the Property.

f. Sellers have no knowledge of or reason to believe there exists on the Property any soil, surface water, groundwater, or structural or other Contamination or threat of such Contamination;

g. Sellers have no knowledge of or reason to believe there exists on property adjacent to the Property any Contamination of, or threat of Contamination to, soil, surface water, groundwater, or otherwise;

h. To the best of Sellers' knowledge, no environmental liens, restrictions, notifications, or conditions regarding the release, treatment, storage, or disposal of Hazardous Substances or Petroleum Products have been claimed or threatened relating to the Property;

i. Sellers have no knowledge of any notice, claim, or assertion by anyone that there are any underground storage tanks on the Property, except as disclosed in the Environmental Reports;

j. Sellers have no knowledge of any past or present administrative proceedings, past or present litigation, or any notices, claims, or assertions of a violation of any environmental, health, or safety law or regulation affecting the Property;

k. There are no existing boundary, water, or drainage disputes of which the Sellers have any knowledge, except as noted herein;

l. There are no actions or proceedings threatened against the Sellers to condemn all or any part of the Property;

m. Sellers have received no notices to the effect that the Property is not in compliance with all applicable federal, state, and local laws, rules, and regulations; and

n. There will be no leases in effect at the time of Closing. Any leases currently in effect shall be terminated prior to Closing, subject to the current tenant's right to harvest his fall crops.

10. SURVIVAL. The provisions contained in this Agreement, including Sellers' obligations, warranties and representations included in Paragraph 9, will be true as of the date of this Agreement and as of the date of Closing and will survive the Closing for a period of one year.

11. RISK OF LOSS. All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Sellers until Closing. In the event of substantial loss or damage to the Property before Closing, Purchaser will have the option of either:

a. Terminating this Agreement, or

b. Affirming this Agreement, in which event Sellers will assign to Purchaser all of Sellers' rights under any policy or policies of insurance applicable to the Property.

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

13. DEFAULT AND REMEDIES.

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

(i) Terminate this Agreement; or

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

b. If either Sellers or Purchaser 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 to the extent permitted by law.

c. These rights 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. 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.

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

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

18. 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.

19. 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.

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

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

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

JOSHUA PRETLOW, JR.

COMMONWEALTH OF VIRGINIA
CITY OF ~~NORFOLK~~, to-wit: Suffolk

I, Patricia C. Rountree, a Notary Public in and for the City of ~~Norfolk~~ Suffolk, in the Commonwealth of Virginia, whose term of office expires on 11/30/19, do hereby certify that Joshua Pretlow, Jr., whose name is signed to the foregoing Purchase and Sale Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 27th day of July, 2016.

PATRICIA C. ROUNTREE NOTARY PUBLIC No 189938 Expires Nov 30, 2019 COMMONWEALTH OF VIRGINIA

Patricia C. Rountree
Notary Public
Registration No. 189938

Anne Pretlow Henderson
ANNE PRETLOW HENDERSON

COMMONWEALTH OF VIRGINIA
CITY OF ~~NORFOLK~~, to-wit: Suffolk

I, Patricia C. Rountree, a Notary Public in and for the City of ~~Norfolk~~ Suffolk, in the Commonwealth of Virginia, whose term of office expires on 11/30/19, do hereby certify that Anne Pretlow Henderson, whose name is signed to the foregoing Purchase and Sale Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 27th day of July, 2016.

PATRICIA C. ROUNTREE NOTARY PUBLIC No. 189938 Expires Nov 30 2019 COMMONWEALTH OF VIRGINIA

Patricia C. Rountree
Notary Public
Registration No. 189938

T. KIRK PRETLOW

COMMONWEALTH OF VIRGINIA
CITY OF ~~NORFOLK~~, to-wit: Suffolk

I, Patricia C. Rountree a Notary Public in and for the City of ~~Norfolk~~ Suffolk, in the Commonwealth of Virginia, whose term of office expires on 11/30/19, do hereby certify that T. Kirk Pretlow whose name is signed to the foregoing Purchase and Sale Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 27th day of July, 2016.

PATRICIA C. ROUNTREE NOTARY PUBLIC No. 189938 Expires Nov. 30, 2019 COMMONWEALTH OF VIRGINIA

Patricia C. Rountree
Notary Public
Registration No. 189938

Jennie Pretlow Barrett
JENNIE PRETLOW BARRETT

COMMONWEALTH OF VIRGINIA
CITY OF ~~NORFOLK~~, to-wit: Suffolk

I, Patricia C. Rountree a Notary Public in and for the City of ~~Norfolk~~ Suffolk, in the Commonwealth of Virginia, whose term of office expires on 11/30/19, do hereby certify that Jennie Pretlow Barrett, whose name is signed to the foregoing Purchase and Sale Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 27th day of July, 2016.

PATRICIA C. ROUNTREE NOTARY PUBLIC No 189938 Expires Nov. 30, 2019 COMMONWEALTH OF VIRGINIA

Patricia C. Rountree
Notary Public
Registration No. 189938

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

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

_____
Notary Public
Registration No._____

Contents Approved:

_____
Director, Department of General Services

Contents Approved:

_____
Director, Department of Utilities

Approved as to Form and Correctness:

_____
Deputy City Attorney

CERTIFICATION OF FUNDING

I hereby certify that the money required for this Purchase and Sale Agreement is in the City Treasury to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

Account: _____

Amount: _____

Contract No.: _____

Vendor Code: _____

Business License No.: _____

_____

Director of Finance Date

ACKNOWLEDGEMENT BY TITLE COMPANY

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

TITLE COMPANY

By: _____

Title: _____

Company: _____

PRETLOW PROPERTY

LEGAL DESCRIPTION

All that certain tract or parcel of land known as the George Newby Place, containing 126.97 acres, more or less, as shown on a certain Plat Designated as Parcel No. WBR 40, owned by the George Newby Estate, and duly recorded in the Clerk's Office of the Circuit Court of the City of Suffolk (formerly Nansemond County) Virginia, in Plat Book 11, at page 70, and reference is specifically made thereto for a more accurate description.

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

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

Subject: Encroachment Agreement with Berman Realty, LLC for Outdoor Dining at 1316 Colley Avenue

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

Ward/Superward: 2/6

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

Item Number: **R-13**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Berman Realty, LLC
ATTN: Mr. Allan Berman
2901 S. Lynnhaven Road, #230
Virginia Beach, VA 23452

III. **Description:**
This agenda item is an ordinance to permit Berman Realty, LLC ("Berman") to encroach into the City of Norfolk's (the "city's") right-of-way at 1316 Colley Avenue with an area measuring approximately 386 square feet for use as an outdoor dining area and for no other purpose.

IV. **Analysis**
This encroachment will permit Berman and its tenant, Colley Cantina, to utilize this area for outdoor dining in addition to the establishment's indoor seating options. The term of the encroachment is no longer than five (5) years, commencing on September 1, 2016, or the date of any authorizing ordinance, and terminating on August 31, 2021. The permission granted for this encroachment is subject to the right of revocation by the Norfolk City Council.

V. **Financial Impact**

Encroachment Fee	Annual: $2,316.00 ($193.00 – to be paid monthly)
Liability insurance	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**

No objections to the proposed encroachment were offered by Planning or the Architectural Review Board ("ARB") on February 1, 2016. Current design of the outdoor dining area was previously approved by ARB on September 18, 1990 and no changes to the area have been made since.

IX. **Coordination/Outreach**

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Encroachment Agreement

7/1/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING BERMAN REALTY, LLC PERMISSION TO ENCROACH INTO THE RIGHT-OF-WAY AT 1316 COLLEY AVENUE APPROXIMATELY 386 SQUARE FEET FOR THE PURPOSE OF OUTDOOR DINING AND APPROVING THE TERMS AND CONDITIONS OF THE ENCROACHMENT AGREEMENT.

- - -

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

Section 1:- That the terms and conditions of the Encroachment Agreement between the City of Norfolk and Berman Realty, LLC ("Berman"), a copy of which is attached hereto as Exhibit A, are hereby approved, and in accordance therewith, permission is hereby granted to Berman to encroach into the right-of-way at 1316 Colley Avenue approximately 386 square feet for the purpose of outdoor dining and for no other purpose.

Section 2:- That the City Manager and other proper officers of the City are hereby authorized to execute the Encroachment Agreement and do all things necessary for its implementation.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Encroachment Agreement as he may deem advisable consistent with the intent of the Council as expressed therein.

Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

ENCROACHMENT AGREEMENT

This **ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this ___ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), and **BERMAN REALTY, LLC**, a Virginia limited liability company, ("Berman"), whose address is 2901 S. Lynnhaven Road, #230, Virginia Beach, Virginia 23452.

WITNESSETH:

1. **ENCROACHMENT AREA:** City hereby grants permission to Berman to encroach into the right-of-way at 1316 Colley Avenue approximately 386 +/- square feet, as shown on Exhibit A attached hereto ("Encroachment Area"), for the purpose of outdoor dining and for no other purpose.

2. **USE:** Berman, and its tenant(s), shall be permitted to occupy the Encroachment Area for outdoor dining purposes in conjunction with the operation of a dining establishment.

3. **TERM; TERMINATION:** The term of the permission to encroach granted hereby shall be no longer than five (5) years and shall commence on September 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur, and shall terminate on August 31, 2021. However, it is expressly understood that the permission granted hereby is subject to the right of revocation by the Norfolk City Council, and that in the event of such revocation Berman, and its tenant(s), shall remove the encroaching structures and shall cease using the Encroachment Area.

4. **COMPENSATION:** As compensation for the privilege of encroaching into the right of way, Berman shall pay City an annual encroachment fee in the amount of **Two Thousand Three Hundred Sixteen Dollars and 0/100 ($2,316.00)**, payable in monthly installments of One Hundred Ninety Three Dollars and 0/100 ($193.00), beginning on the first day of September, 2016

and annually thereafter. The encroachment fee shall be paid by check payable to the "Norfolk City Treasurer" and sent to the Department of General Services, 232 E. Main Street, Suite 250, Norfolk, VA 23510, Attn: Mr. Jim Resolute.

5. **LATE FEES:** For any late payments received 15 days after the first of each month, Berman shall pay a late fee of five percent (5%) of the amount not paid when due.

6. **UTILITIES:** City shall not be responsible for utilities of any type used within the Encroachment Area. Berman shall pay all utility meter and utility services charges for all utilities, including but not limited to, gas, electricity, water, telephone, sewer, and any other utilities necessary to serve the Encroachment Area.

7. **REPAIRS:** Berman, and its tenant(s), shall keep and maintain the Encroachment Area in good and complete state of repair and condition. Berman, and its tenant(s), shall make all repairs and replacements of every kind to the sidewalks and paved areas of the Encroachment Area in order to preserve and maintain the condition of the Encroachment Area. All such repairs and maintenance shall be performed in a good and competent manner, be at least equal in quality and usefulness to the original components, and not diminish the overall value of the Encroachment Area.

8. **REQUIREMENTS OF PUBLIC LAWS:** Berman, and its tenant(s), shall suffer no waste or injury to the Encroachment Area and shall comply with all federal, state, and municipal laws, ordinances and regulations applicable to the structure, use, and occupancy of the Encroachment Area. In addition, Berman, and its tenant(s), shall be responsible for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Encroachment Area.

9. **RIGHT TO ENTER AND CURE:** City shall retain the right to enter upon the Encroachment Area at any time for the purpose of inspecting the Encroachment Area, ascertaining

compliance with this Agreement, and making any repairs, which City deems necessary because of any failure of Berman, and/or its tenant(s), to meet their obligations under this Agreement. The cost of any such repairs shall be deemed additional compensation payable to the City on demand. Any entry upon the Encroachment Area for cure and repair shall be accomplished by City at reasonable times and in the exercise of reasonable discretion by the City. The making of any repairs by City shall not constitute a waiver by City of any right or remedy upon Berman's, and/or its tenant(s)', default in making repairs.

10. **NOTICE:** Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

City: Department of General Services
Attn: Mr. James Resolute, Jr.
232 E. Main Street, Suite 250
Norfolk, Virginia 23510

Berman: Berman Realty, LLC
Attn: Mr. Allan Berman
2901 S. Lynnhaven Road, #230
Virginia Beach, Virginia 23452

With copies to: City Attorney
900 City Hall Building
810 Union Street
Norfolk, Virginia 23510

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

11. **DESTRUCTION:** If the encroaching structures or any part thereof shall be damaged or destroyed by fire, lightning, vandalism, or by any other casualty or cause, the permission granted hereby shall be automatically terminated unless the parties agree, in writing, to continue to permit the encroachments granted by this Agreement.

12. **NON-LIABILITY OF CITY:** City shall not be liable for any damage or injury which may be sustained by Berman, its tenant(s), or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, waste or spoil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power, conveyor, refrigeration, sprinkler, hearing or other systems, elevators or hoisting equipment, if any, upon the Encroachment Area, or by reason of the elements, or resulting from acts, conduct or omissions on the part of Berman, its tenant(s), or their agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or entity.

13. **REMOVAL OF SNOW:** Berman, and its tenant(s), agree to remove or cause to be removed, as the need for the same arises, snow and ice from the Encroachment Area.

14. **ALTERATIONS:** Berman, and its tenant(s), covenant and agree that they will not make any improvements, changes installations, renovations, additions, or alterations in and about the Encroachment Area without the prior written consent of the City other than the approval given by Norfolk's Design Review Committee and Norfolk's Planning Commission. If Berman, and/or its tenant(s), install or make any improvements, additions, installations, renovations, changes on or to the Encroachment Area with the approval of City, Berman, and its tenant(s), hereby agree to remove, if requested by City, any improvements, additions, installations, and renovations, changes on or to the Encroachment Area upon termination of this Agreement. In the event Berman, and/or its tenant(s), fail to remove the improvements, additions, installations, renovations, and changes on or to the Encroachment Area when requested to do so by City, then the City may remove the improvements, additions, installations, renovations, and changes. Berman, and its tenant(s), shall be jointly and severally liable for paying for the cost of such removal.

15. **ASSIGNMENT AND SUBLETTING:** City and Berman agree that the permission to encroach granted hereby is for the benefit of Berman and its tenant(s), and may not be assigned by Berman without express authorization by the City. Further, upon Berman's lease of the premises (adjoining the Encroachment Area) to a tenant, Berman shall have any such tenant execute a copy of this Agreement, acknowledging acceptance of the terms and conditions set forth herein.

16. **SURRENDER:** Berman, and its tenant(s), will surrender possession of the Encroachment Area to City and remove all goods and chattels and other personal property therefrom upon termination of the permission granted hereby. Berman, and its tenant(s), shall return the Encroachment Area to the City in as good order and condition as it was at the beginning of Berman's use of the Encroachment Area. If Berman, and its tenant(s), have been requested to remove and fail to remove all items from the Encroachment Area upon termination hereof, City is authorized to remove and dispose of any such personal property and Berman, and its tenant(s), shall be jointly and severally liable to City for the cost of any removal and disposal.

17. **INSURANCE:** Berman, and/or its tenant(s), shall maintain in full force and effect Commercial General Liability ("CGL") insurance with a combined single limit policy of bodily injury, death and property damage insurance of One Million and 0/100 Dollars ($1,000,000) per occurrence and Two Million and 0/100 Dollars ($2,000,000) general aggregate insuring against all liability arising out of the use, occupancy, or maintenance of the Encroachment Area and appurtenant areas. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under insured contract. The City, its officers, employees, agents and representatives shall be named as additional insured on any such policy. Coverage shall be evidenced by a Certificate of Insurance

provided to the City within thirty (30) days after adoption of this Agreement. All insurance policies and certificates shall provide for thirty (30) days advance notice in writing to City if the insurance is cancelled or modified. Berman, and its tenant(s), shall inform the City Attorney and the Department of General Services within 15 days of receiving such notice or cancellation, and immediately obtain coverage compliant with this agreement.

Further, Berman, and its tenant(s), shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least $500,000 per accident/disease, and policy limit of $500,000 covering any of Berman's employees, as well as its tenant's employees, whose work occurs within the premises which are subject to this agreement.

18. **INDEMNIFICATION**: Berman, and its tenant(s), shall indemnify and save harmless City from all fines, penalties, costs, suits, proceedings, liabilities, damages, claims and actions of any kind arising out of the use and occupation of the Premises by reason of any breach or nonperformance of any covenant or condition of this Agreement by Berman, or its tenant(s), or by Berman's, or its tenant(s)', intentional act or negligence, and not caused in whole or in part by City. This indemnification shall extend to all claims of any person or party for death or injury to persons and damage to any property, and to legal expenses, including reasonable attorney's fees, incurred by City in the defense of such claims or incurred by City as a result of a breach of any provision of this Agreement by Berman, and/or its tenant(s), but does not extend to circumstances caused in whole or in part by City.

19. **FIXTURES:** City covenants and agrees that no part of the improvements constructed, erected or placed by Berman, or its tenant(s), in the Encroachment Area shall be or become, or be considered as being, affixed to or a part of the right of way, and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of City and Berman, and its tenant(s), to covenant and agree that all improvements of every kind and

nature constructed, erected or placed by Berman, and/or its tenant(s), in the Encroachment Area shall be and remain the property of Berman, and/or its tenant(s), unless such improvements are not removed upon termination of this Agreement.

20. **ENVIRONMENTAL:**

(a) For purposes of this section:

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

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

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

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

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

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

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

(e) Berman, and its tenant(s), hereby agrees to defend (with counsel satisfactory to City) and indemnify and hold City harmless from and against any and all claims, losses,

liabilities, damages and expenses (including, without limitation, reasonable cleanup costs and attorney's fees arising under this indemnity) which may arise directly or indirectly from any use or Release of Hazardous Substances in the Encroachment Area and losses and claims against City resulting from Berman's, and/or its tenant(s), failure to comply strictly with the provisions of this section. The provisions of this section shall survive the termination of this permission granted by this Agreement.

21. **LIENS OR ENCUMBRANCES:** If because of any act or omission of Berman, and/or its tenant(s), any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Encroachment Area, Berman, and its tenant(s), shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from the City to Berman, and/or its tenant(s), of the filing thereof, and Berman, and/or its tenant(s), shall have the right to contest the validity of such lien if they so choose.

22. **APPLICABLE LAW:** The permission granted by this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any suit or legal proceeding relating to permission granted hereby shall be brought only in the state or federal courts located in Norfolk, Virginia.

23. **WAIVER OF TRIAL BY JURY:** To the extent permitted by law, City and Berman, and its tenant(s), mutually waive their rights to trial by jury in any action, proceeding, or counterclaim brought by either party against the other with respect to any dispute or claim arising out of the permission to encroach granted to Berman, and its tenant(s), by this agreement.

24. **OTHER REQUIREMENTS:**

(a) Berman, and its tenant(s), shall comply with the City of Norfolk's Outdoor Dining Policy, as amended from time to time.

(b) Berman, and its tenant(s), shall comply with all requirements of the City of Norfolk Department of Public Health with respect to the use of the Encroachment Area.

(c) The use of the Encroachment Area shall be subject to the jurisdiction and review of the City of Norfolk's Design Review Committee.

(d) Berman's, and its tenant(s)', use of the Encroachment Area shall not interfere with any water meters or sewer cleanouts.

(e) A trashcan compatible in design and style with the table and chairs will be provided for the outdoor dining, and trash shall be removed daily.

(f) Tables and chairs will be arranged according to plan approved by Norfolk's Design Review Committee.

25. **TITLES AND HEADINGS**: Titles and headings are inserted in this Agreement for reference purposes only, and shall not be used to interpret the Agreement.

26. **SEVERABILITY**: Each provision of this Agreement must be interpreted in a way that is valid under applicable law. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision or portion shall be deemed reformed, insofar as is possible, to cure the defect and give maximum effect to the intent of the City and Berman, and its tenant(s), entering into this Agreement, and in any event the remainder of the Agreement shall continue in full force and effect.

27. **ENTIRE UNDERSTANDING**: This Agreement constitutes the entire understanding between or on behalf of the City and Berman, and its tenant(s), and supersedes any prior understandings and/or written or oral agreements between them or on their behalf respecting the subject matter herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

This Agreement may be modified or amended only by a writing signed and dated by both parties. All amendments shall be incorporated and made a part of this Agreement, and attached hereto.

28. **SUCCESSORS AND ASSIGNS**: In the event Berman assigns, conveys, sells, or otherwise disposes of its interest in the property located at 1316 Colley Avenue to a party other than an affiliated entity, the permission granted by this Agreement shall immediately terminate. Any such successor in interest to Berman that desires to encroach into the right-of-way must submit a new application for approval by the City.

29. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW:** At all times during which any term of this Agreement is in effect, Berman, and its tenant(s), do not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed either by Title 8, Section 1324a of the United states Code or the U.S. Attorney General.

30. **AUTHORITY TO EXECUTE**: The terms of this Agreement are contractual and not mere recital, and the individuals executing this Agreement hereby represent and warrant that they have full and complete authority to covenant and agree as herein provided and to execute this Agreement on behalf of the Parties hereto.

31. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:** Berman, and its tenant(s), hereby represent that they are organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

32. **COUNTERPARTS**: The Agreement may be signed in counterparts. The Parties hereto agree that facsimile or email signatures shall have the full force and effect of original signatures.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Encroachment Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

(SIGNATURE PAGES 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, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Encroachment Agreement, have acknowledged the same before me in my City and State aforesaid.

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

_____
Notary Public
Registration: _____

Approved as to Contents:

_____
Director of General Services

Approved as to Form and Correctness:

_____
Deputy City Attorney

BERMAN REALTY, LLC

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

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of Berman Granby LLC whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

Tenant Endorsement and Acceptance:

Tenant: _____

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

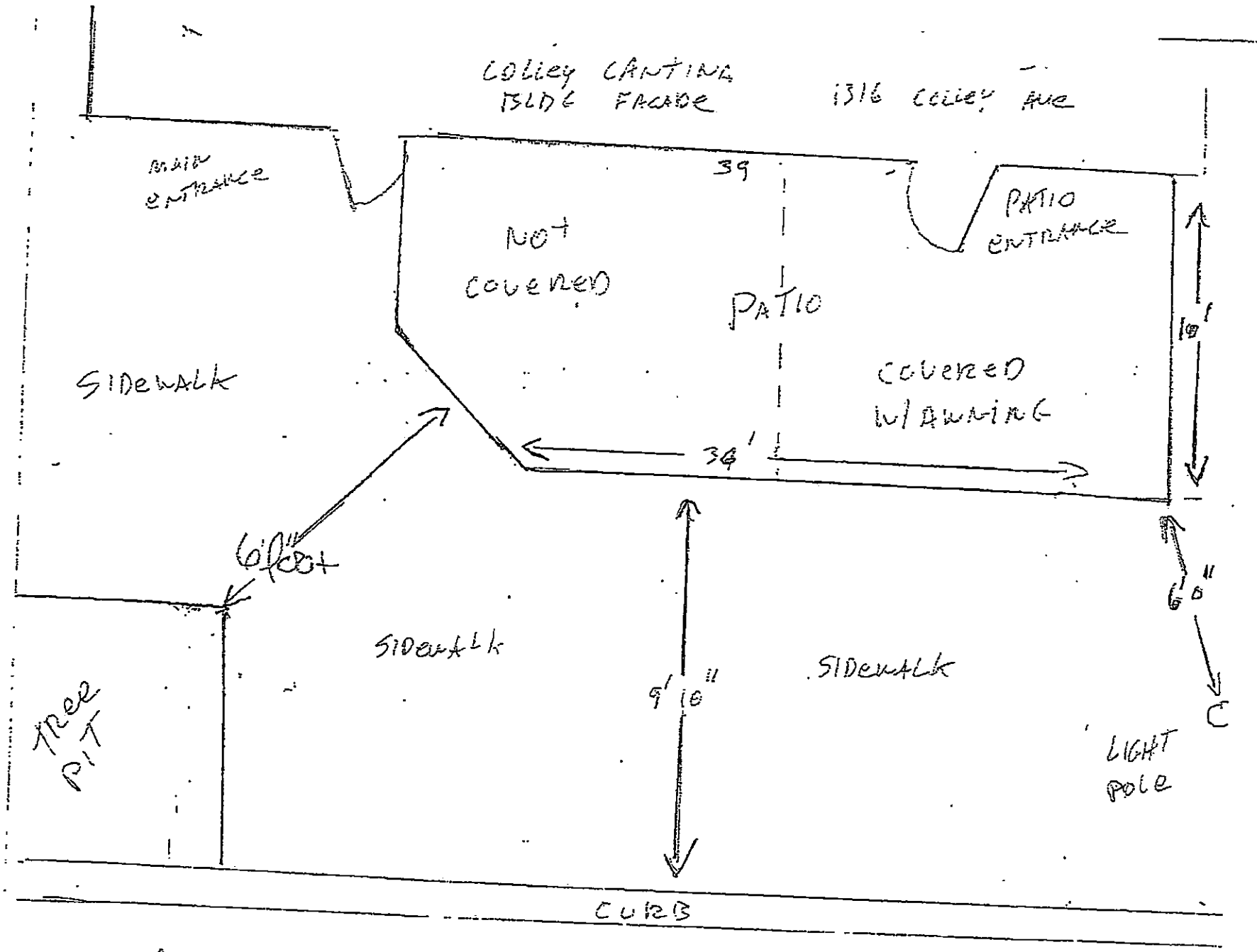
COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of _____, whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

EXHIBIT A



* SIGN Has Been moved.

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

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

Subject: Encroachment Agreement with SLNWC Office Company, LLC for Outdoor Dining at 440 Monticello Avenue

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: Marcus D. Jones, City Manager

Item Number: **R-14**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** SLNWC Office Company, LLC
440 Monticello Avenue, Suite 1700
Norfolk, VA 23510

III. **Description:**
This agenda item is an ordinance to permit SLNWC Office Company, LLC ("SLNWC") to encroach into the City of Norfolk's (the "city's") right-of-way at 440 Monticello Avenue with an area measuring approximately 37 square feet for use as an outdoor dining area and for no other purpose.

IV. **Analysis**
This encroachment will permit SLNWC and its tenant, Bite Restaurant, to utilize this area for outdoor dining in addition to the establishment's indoor seating options. The term of the encroachment is no longer than five (5) years, commencing on September 1, 2016, or the date of any authorizing ordinance, and terminating on August 31, 2021. The permission granted for this encroachment is subject to the right of revocation by the Norfolk City Council.

V. **Financial Impact**

Encroachment Fee	Annual Rent: $222.00 (to be paid annually)
Liability insurance	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

Current design of the outdoor dining area was previously approved by ARB (March 24, 2011) and no changes to the area have been made since.

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Encroachment Agreement

6/16/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING SLNWC OFFICE COMPANY, LLC PERMISSION TO ENCROACH INTO THE RIGHTS-OF-WAY OF MONTICELLO AVENUE AND CHARLOTTE STREET AT 440 MONTICELLO AVENUE APPROXIMATELY 37 SQUARE FEET FOR THE PURPOSE OF OUTDOOR DINING AND APPROVING THE TERMS AND CONDITIONS OF THE ENCROACHMENT AGREEMENT.

- - -

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

Section 1:- That the terms and conditions of the Encroachment Agreement between the City of Norfolk and SLNWC Office Company, LLC ("SLNWC"), a copy of which is attached hereto as Exhibit A, are hereby approved, and in accordance therewith, permission is hereby granted to SLNWC to encroach into the rights-of-way of Monticello Avenue and Charlotte Street at 440 Monticello Avenue approximately 37 square feet for the purpose of outdoor dining and for no other purpose.

Section 2:- That the City Manager and other proper officers of the City are hereby authorized to execute the Encroachment Agreement and do all things necessary for its implementation.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Encroachment Agreement as he may deem advisable consistent with the intent of the Council as expressed therein.

Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

ENCROACHMENT AGREEMENT

This **ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this ___ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), and **SLNWC OFFICE COMPANY, LLC**, a Virginia limited liability company ("SLNWC"), whose address is 440 Monticello Avenue, Suite 1700, Norfolk, Virginia 23510.

WITNESSETH:

1. **ENCROACHMENT AREA:** City hereby grants permission to SLNWC to encroach into the rights-of-way of Monticello Avenue and Charlotte Street at 440 Monticello Avenue approximately 37 +/- square feet, as shown on Exhibit A attached hereto ("Encroachment Area"), for the purpose of outdoor dining and for no other purpose.

2. **USE:** SLNWC, and its tenant(s), shall be permitted to occupy the Encroachment Area for outdoor dining purposes in conjunction with the operation of a dining establishment.

3. **TERM; TERMINATION:** The term of the permission to encroach granted hereby shall be no longer than five (5) years and shall commence on September 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur, and shall terminate on August 30, 2021. However, it is expressly understood that the permission granted hereby is subject to the right of revocation by the Norfolk City Council, and that in the event of such revocation SLNWC, and its tenant(s), shall remove the encroaching structures and shall cease using the Encroachment Area.

4. **COMPENSATION:** As compensation for the privilege of encroaching into the right of way, SLNWC shall pay City an annual encroachment fee in the amount of **Two Hundred Twenty-Two Dollars and 0/100 ($222.00)**, beginning on the first day of September, 2016 or the day the ordinance is effective, whichever is later, and following every year thereafter. The

encroachment fee shall be paid by check payable to the "Norfolk City Treasurer" and sent to the Department of General Services, 232 E. Main Street, Suite 250, Norfolk, VA 23510, and Attn: Mr. Jim Resolute.

5. **LATE FEES:** For any late payments received 15 days after the first of September, SLNWC shall pay a late fee of five percent (5%) of the amount not paid when due.

6. **UTILITIES:** City shall not be responsible for utilities of any type used within the Encroachment Area. SLNWC shall pay all utility meter and utility services charges for all utilities, including but not limited to, gas, electricity, water, telephone, sewer, and any other utilities necessary to serve the Encroachment Area.

7. **REPAIRS:** SLNWC, and its tenant(s), shall keep and maintain the Encroachment Area in good and complete state of repair and condition. SLNWC, and its tenant(s), shall make all repairs and replacements of every kind to the sidewalks and paved areas of the Encroachment Area in order to preserve and maintain the condition of the Encroachment Area. All such repairs and maintenance shall be performed in a good and competent manner, be at least equal in quality and usefulness to the original components, and not diminish the overall value of the Encroachment Area.

8. **REQUIREMENTS OF PUBLIC LAWS:** SLNWC, and its tenant(s), shall suffer no waste or injury to the Encroachment Area and shall comply with all federal, state, and municipal laws, ordinances and regulations applicable to the structure, use, and occupancy of the Encroachment Area. In addition, SLNWC, and its tenant(s), shall be responsible for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Encroachment Area.

9. **RIGHT TO ENTER AND CURE:** City shall retain the right to enter upon the Encroachment Area at any time for the purpose of inspecting the Encroachment Area, ascertaining

compliance with this Agreement, and making any repairs, which City deems necessary because of any failure of SLNWC, and/or its tenant(s), to meet their obligations under this Agreement. The cost of any such repairs shall be deemed additional compensation payable to the City on demand. Any entry upon the Encroachment Area for cure and repair shall be accomplished by City at reasonable times and in the exercise of reasonable discretion by the City. The making of any repairs by City shall not constitute a waiver by City of any right or remedy upon SLNWC's, and/or its tenant(s)', default in making repairs.

10. **NOTICE:** Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

City: Department of General Services
Attn: Mr. James Resolute, Jr.
232 E. Main Street, Suite 250
Norfolk, Virginia 23510

With copies to: City Attorney
900 City Hall Building
810 Union Street
Norfolk, Virginia 23510

SLNWC: SLNWC Office Company, LLC
440 Monticello Avenue, Suite 1700
Norfolk, Virginia 23510

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

11. **DESTRUCTION:** If the encroaching structures or any part thereof shall be damaged or destroyed by fire, lightning, vandalism, or by any other casualty or cause, the permission granted hereby shall be automatically terminated unless the parties agree, in writing, to continue to permit the encroachments granted by this Agreement.

12. **NON-LIABILITY OF CITY:** City shall not be liable for any damage or injury which may be sustained by SLNWC, its tenant(s), or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, waste or spoil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power, conveyor, refrigeration, sprinkler, hearing or other systems, elevators or hoisting equipment, if any, upon the Encroachment Area, or by reason of the elements, or resulting from acts, conduct or omissions on the part of SLNWC, its tenant(s), or their agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or entity.

13. **REMOVAL OF SNOW:** SLNWC, and its tenant(s), agree to remove or cause to be removed, as the need for the same arises, snow and ice from the Encroachment Area.

14. **ALTERATIONS:** SLNWC, and its tenant(s), covenant and agree that they will not make any improvements, changes installations, renovations, additions, or alterations in and about the Encroachment Area without the prior written consent of the City other than the approval given by Norfolk's Design Review Committee and Norfolk's Planning Commission. If SLNWC, and/or its tenant(s), install or make any improvements, additions, installations, renovations, changes on or to the Encroachment Area with the approval of City, SLNWC, and its tenant(s), hereby agree to remove, if requested by City, any improvements, additions, installations, and renovations, changes on or to the Encroachment Area upon termination of this Agreement. In the event SLNWC, and/or its tenant(s), fail to remove the improvements, additions, installations, renovations, and changes on or to the Encroachment Area when requested to do so by City, then the City may remove the improvements, additions, installations, renovations, and changes. SLNWC, and its tenant(s), shall be jointly and severally liable for paying for the cost of such removal.

15. **ASSIGNMENT AND SUBLETTING:** City and SLNWC agree that the permission to encroach granted hereby is for the benefit of SLNWC and its tenant(s), and may not be assigned by SLNWC without express authorization by the City. Further, upon SLNWC's lease of the premises (adjoining the Encroachment Area) to a tenant, SLNWC shall have any such tenant execute a copy of this Agreement, acknowledging acceptance of the terms and conditions set forth herein.

16. **SURRENDER:** SLNWC, and its tenant(s), will surrender possession of the Encroachment Area to City and remove all goods and chattels and other personal property therefrom upon termination of the permission granted hereby. SLNWC, and its tenant(s), shall return the Encroachment Area to the City in as good order and condition as it was at the beginning of SLNWC's use of the Encroachment Area. If SLNWC, and its tenant(s), have been requested to remove and fail to remove all items from the Encroachment Area upon termination hereof, City is authorized to remove and dispose of any such personal property and SLNWC, and its tenant(s), shall be jointly and severally liable to City for the cost of any removal and disposal.

17. **INSURANCE:** SLNWC, and/or its tenant(s), shall maintain in full force and effect Commercial General Liability ("CGL") insurance with a combined single limit policy of bodily injury, death and property damage insurance of One Million and 0/100 Dollars ($1,000,000) per occurrence and Two Million and 0/100 Dollars ($2,000,000) general aggregate insuring against all liability arising out of the use, occupancy, or maintenance of the Encroachment Area and appurtenant areas. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under insured contract. The City, its officers, employees, agents and representatives shall be named as additional insured on any such policy. Coverage shall be evidenced by a Certificate of Insurance

provided to the City within thirty (30) days after adoption of this Agreement. All insurance policies and certificates shall provide for thirty (30) days advance notice in writing to City if the insurance is cancelled or modified. SLNWC, and its tenant(s), shall inform the City Attorney and the Department of General Services within fifteen (15) days of receiving such notice or cancellation, and immediately obtain coverage compliant with this agreement.

Further, SLNWC, and its tenant(s), shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least $500,000 per accident/disease, and policy limit of $500,000 covering any of SLNWC's employees, as well as its tenant's employees, whose work occurs within the premises which are subject to this agreement.

18. **INDEMNIFICATION**: SLNWC, and its tenant(s), shall indemnify and save harmless City from all fines, penalties, costs, suits, proceedings, liabilities, damages, claims and actions of any kind arising out of the use and occupation of the Premises by reason of any breach or nonperformance of any covenant or condition of this Agreement by SLNWC, or its tenant(s), or by SLNWC's, or its tenant(s)', intentional act or negligence, and not caused in whole or in part by City. This indemnification shall extend to all claims of any person or party for death or injury to persons and damage to any property, and to legal expenses, including reasonable attorney's fees, incurred by City in the defense of such claims or incurred by City as a result of a breach of any provision of this Agreement by SLNWC, and/or its tenant(s), but does not extend to circumstances caused in whole or in part by City.

19. **FIXTURES:** City covenants and agrees that no part of the improvements constructed, erected or placed by SLNWC, or its tenant(s), in the Encroachment Area shall be or become, or be considered as being, affixed to or a part of the right of way, and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of City and SLNWC, and its tenant(s), to covenant and agree that all improvements of every kind and

nature constructed, erected or placed by SLNWC, and/or its tenant(s), in the Encroachment Area shall be and remain the property of SLNWC, and/or its tenant(s), unless such improvements are not removed upon termination of this Agreement.

20. **ENVIRONMENTAL:**

(a) For purposes of this section:

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

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

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

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

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

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

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

(e) SLNWC, and its tenant(s), hereby agrees to defend (with counsel satisfactory to City) and indemnify and hold City harmless from and against any and all claims,

losses, liabilities, damages and expenses (including, without limitation, reasonable cleanup costs and attorney's fees arising under this indemnity) which may arise directly or indirectly from any use or Release of Hazardous Substances in the Encroachment Area and losses and claims against City resulting from SLNWC's, and/or its tenant(s), failure to comply strictly with the provisions of this section. The provisions of this section shall survive the termination of this permission granted by this Agreement.

21. **LIENS OR ENCUMBRANCES :** If because of any act or omission of SLNWC, and/or its tenant(s), any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Encroachment Area, SLNWC, and its tenant(s), shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from the City to SLNWC, and/or its tenant(s), of the filing thereof, and SLNWC, and/or its tenant(s), shall have the right to contest the validity of such lien if they so choose.

22. **APPLICABLE LAW:** The permission granted by this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any suit or legal proceeding relating to permission granted hereby shall be brought only in the state or federal courts located in Norfolk, Virginia.

23. **WAIVER OF TRIAL BY JURY:** To the extent permitted by law, City and SLNWC, and its tenant(s), mutually waive their rights to trial by jury in any action, proceeding, or counterclaim brought by either party against the other with respect to any dispute or claim arising out of the permission to encroach granted to SLNWC, and its tenant(s), by this agreement.

24. **OTHER REQUIREMENTS:**

(a) SLNWC, and its tenant(s), shall comply with the City of Norfolk's Downtown Outdoor Dining Policy, as amended from time to time.

(b) SLNWC, and its tenant(s), shall comply with all requirements of the City of Norfolk Department of Public Health with respect to the use of the Encroachment Area.

(c) The use of the Encroachment Area shall be subject to the jurisdiction and review of the City of Norfolk's Design Review Committee.

(d) SLNWC's, and its tenant(s)', use of the Encroachment Area shall not interfere with any water meters or sewer cleanouts.

(e) A trashcan compatible in design and style with the table and chairs will be provided for the outdoor dining, and trash shall be removed daily.

(f) Tables and chairs will be arranged according to plan approved by Norfolk's Design Review Committee.

25. **TITLES AND HEADINGS**: Titles and headings are inserted in this Agreement for reference purposes only, and shall not be used to interpret the Agreement.

26. **SEVERABILITY**: Each provision of this Agreement must be interpreted in a way that is valid under applicable law. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision or portion shall be deemed reformed, insofar as is possible, to cure the defect and give maximum effect to the intent of the City and SLNWC, and its tenant(s), entering into this Agreement, and in any event the remainder of the Agreement shall continue in full force and effect.

27. **ENTIRE UNDERSTANDING**: This Agreement constitutes the entire understanding between or on behalf of the City and SLNWC, and its tenant(s), and supersedes any prior understandings and/or written or oral agreements between them or on their behalf respecting the subject matter herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

This Agreement may be modified or amended only by a writing signed and dated by both parties. All amendments shall be incorporated and made a part of this Agreement, and attached hereto.

28. **SUCCESSORS AND ASSIGNS**: In the event SLNWC assigns, conveys, sells, or otherwise disposes of its interest in the property located at 440 Monticello Avenue to a party other than an affiliated entity, the permission granted by this Agreement shall immediately terminate. Any such successor in interest to SLNWC that desires to encroach into the right-of-way must submit a new application for approval by the City.

29. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW:** At all times during which any term of this Agreement is in effect, SLNWC, and its tenant(s), do not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed either by Title 8, Section 1324a of the United States Code or the U.S. Attorney General.

30. **AUTHORITY TO EXECUTE**: The terms of this Agreement are contractual and not mere recital, and the individuals executing this Agreement hereby represent and warrant that they have full and complete authority to covenant and agree as herein provided and to execute this Agreement on behalf of the Parties hereto.

31. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**: SLNWC, and its tenant(s), hereby represent that they are organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

32. **COUNTERPARTS**: The Agreement may be signed in counterparts. The Parties hereto agree that facsimile or email signatures shall have the full force and effect of original signatures.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Encroachment Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

CITY OF NORFOLK

By: _____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

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

_____
Notary Public
Registration: _____

Approved as to Contents:

_____
Director of General Services

Approved as to Form and Correctness

_____
Assistant City Attorney

SLNWC OFFICE COMPANY, LLC

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

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of SLNWC Office Company, LLC whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

Tenant Endorsement and Acceptance:

Tenant: _____

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

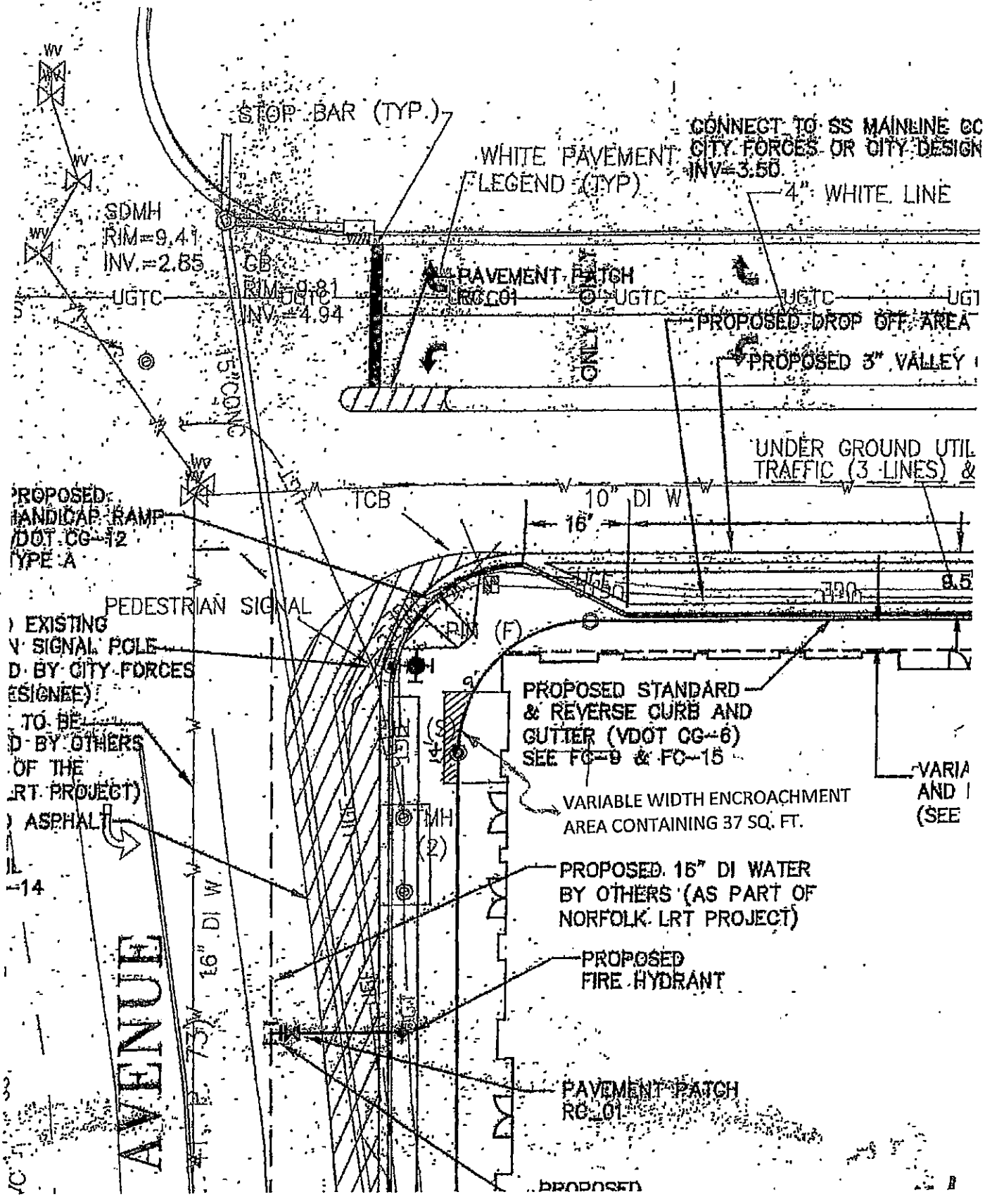
COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of _____, whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

EXHIBIT A


STOP BAR (TYP.)
WHITE PAVEMENT LEGEND (TYP)
CONNECT TO SS MAINLINE BY CITY FORCES OR CITY DESIGN INV=3.50
4" WHITE LINE
SDMH
RIM=9.41
INV.=2.85
GB
RIM=9.81
INV.=4.94
PAVEMENT PATCH RC-01
PROPOSED DROP OFF AREA
PROPOSED 3" VALLEY
UNDER GROUND UTIL
TRAFFIC (3 LINES) &
TCB
10" DI W
16'
PROPOSED HANDICAP RAMP VDOT CG-12 TYPE A
PEDESTRIAN SIGNAL
EXISTING SIGNAL POLE
BY CITY FORCES
TO BE BY OTHERS OF THE RT PROJECT)
ASPHALT
PROPOSED STANDARD & REVERSE CURB AND GUTTER (VDOT CG-6) SEE FC-9 & FC-15
VARIABLE WIDTH ENCROACHMENT AREA CONTAINING 37 SQ. FT.
MH (2)
PROPOSED 16" DI WATER BY OTHERS (AS PART OF NORFOLK LRT PROJECT)
PROPOSED FIRE HYDRANT
PAVEMENT PATCH RC-01
16" DI W
AVENUE

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

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

Subject: Temporary Right of Entry Agreement with Cellco Partnership d/b/a Verizon Wireless regarding 723 Spotswood Avenue

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: Marcus D. Jones, City Manager

Item Number: **R-15**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Cellco Partnership d/b/a Verizon Wireless
ATTN: Stephen R. Romine, Attorney at Law
LeClairRyan
999 Waterside Drive, Suite 2100
Norfolk, VA 23510

III. **Description:**
This agenda item is an ordinance to approve a temporary right of entry agreement between the City of Norfolk (the "city") and Cellco Partnership d/b/a Verizon Wireless ("Verizon") so that Verizon may cross a portion of city-owned property at 723 Spotswood Avenue for the purpose of installing and maintaining an aerial fiber route and antennas on an existing power pole.

IV. **Analysis**
Verizon seeks a temporary right of entry agreement so that it may cross a portion of city-owned property at 723 Spotswood Avenue in order to install and maintain an aerial fiber route and antennas on an existing power pole. The access needed will be on the perimeter of the lot, not to interfere with the school's or the public's use of the lot. The property in question is located at Blair Middle School, and as such, this temporary right of entry agreement has been reviewed by the Superintendent of Norfolk Public Schools, Dr. Melinda Boone.

V. Financial Impact

Liability insurance for Verizon	The city has been named as an additional insured in the amount of $2,000,000 per occurrence; therefore, there should be no financial risk to the city.

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Temporary Right of Entry Agreement
- Exhibit A to Agreement – Aerial of Blair Middle School with Intended Access Areas

8/26/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
Norfolk Public Schools

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A TEMPORARY RIGHT OF ENTRY AGREEMENT WITH CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS, GRANTING PERMISSION TO CROSS A PORTION OF CITY-OWNED PROPERTY AT 723 SPOTSWOOD AVENUE FOR THE PURPOSE OF INSTALLING AND MAINTAINING AN AERIAL FIBER ROUTE AND ANTENNAS ON AN EXISTING POWER POLE.

- - -

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

Section 1:- That the temporary Right of Entry Agreement ("Agreement") between the City of Norfolk and Cellco Partnership, d/b/a Verizon Wireless ("Verizon"), a copy of which is attached hereto as Exhibit A, granting permission to Verizon to cross a portion of city-owned property at 723 Spotswood Avenue for the purpose of installing and maintaining an aerial fiber route and antennas on an existing power pole, is hereby approved.

Section 2:- That the City Manager, and other proper officers of the City, are authorized to execute the Agreement on behalf of the City and to do all things necessary and property to implement its terms.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Agreement as he may deem necessary in order to carry out the purposes stated herein.

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

EXHIBIT A TO ORDINANCE

THIS TEMPORARY RIGHT OF ENTRY 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 **CELLCO PARTNERSHIP, doing business as VERIZON WIRELESS** ("Verizon Wireless"), Grantee.

WITNESSETH:

WHEREAS, the City owns certain property located at 723 Spotswood Avenue, across the street from James Blair Middle School, which serves as a parking lot for staff and visitors to the school, said property being shown on Exhibit A attached hereto ("Parking Lot"); and

WHEREAS, Verizon Wireless has requested permission to cross a portion of the Parking Lot, shown in bold on Exhibit A, for the purpose of installing and maintaining an aerial fiber route and antennas on a Dominion Virginia Power pole ("Va. Power Pole") located at the back of the Parking Lot, the Parking Lot being the only access to the Va. Power Pole; and

WHEREAS, the installation is anticipated to be completed in one day and will require the use of only a single bucket truck; and

WHEREAS, Verizon Wireless has agreed to coordinate any such installation and maintenance with the Principal of James Blair Middle School ("School"), to prevent any disruption to the School; and

WHEREAS, the Superintendent of Norfolk Public Schools is agreeable to permitting this Temporary Right of Entry.

NOW, THEREFORE, the City hereby grants to Verizon Wireless, its employees, agents, and contractors, permission to enter upon and use the portion of the Parking Lot shown on Exhibit A for the purposes set forth above upon the following terms and conditions:

1. The permission granted by this Agreement is a revocable license that shall commence on the date this Agreement is executed by all parties and shall terminate no later than December 15, 2016.

2. The City and Norfolk Public Schools, their employees, students and visitors shall have access to the Parking Lot at all times, with the exception of the two parking spaces located at the back of the Parking Lot nearest the Va. Power Pole during facility installation and maintenance by Verizon Wireless.

3. Verizon Wireless shall take all necessary measures to ensure that the Parking Lot is kept in its original condition.

4. The City shall have the right to make periodic inspections of the manner in which Verizon Wireless is using the Parking Lot and Verizon Wireless shall exercise reasonable care in the performance of its work and other authorized activities.

5. Verizon Wireless shall make every effort to perform facility installation and maintenance at such times as the School is not in session, shall coordinate all such activities with the Principal of the School, including providing the Principal of the School with at least 24 hours advance notice of any such activities, and shall take all reasonable measures to minimize any inconvenience to the staff, students, and visitors to the School.

6. Any costs associated with violations of the law, including but not limited to, remediation, clean-up costs, fines, administrative or civil penalties or charges, and third-party claims imposed on the City by any regulatory agency or by any third-party as a result of the noncompliance with applicable Federal, State or local environmental laws, regulations or nuisance statutes by Verizon Wireless, or by any of its employees, agents, or contractors, in connection with the work or other activities contemplated herein, shall be paid by Verizon Wireless.

7. Verizon Wireless, at its own cost and expense, shall take out and keep in full force and effect during the term of this Agreement Commercial General Liability Insurance with a company authorized or permitted to do business in the Commonwealth of Virginia, insuring and including the City and the Norfolk School Board ("School Board") as additional insureds as their interest may appear under this Agreement with a combined single limit in the amount of $5,000,000 each occurrence and $5,000,000 general aggregate against liability from claims, actions and suits that may be asserted or brought against the City, the School Board, and/or Verizon Wireless, and their successors and assigns, for bodily injury (including death) and for property damage to the Parking Lot resulting from Verizon Wireless's use of the Parking Lot, with evidence of such insurance being provided to the City.

8. The City and the School Board shall not be responsible or liable for injuries to persons, including death or damage to the Property, when such injuries or damages are caused by or result from Verizon Wireless's use of the Parking Lot under the terms of this Agreement, and Verizon Wireless agrees to indemnify and hold harmless the City and the School Board from and against any and all claims, demands, suits, actions and judgments of any kind or nature whatsoever, including costs and expenses, for any personal injury or property damage to any person, or to the Parking Lot, arising or resulting, directly or indirectly, from Verizon Wireless's use of the Parking Lot under this Agreement.

9. This Agreement shall not be assigned by Verizon Wireless to any other party or entity.

10. At the termination of this Agreement, Verizon Wireless shall leave the Parking Lot in the same condition as it existed prior to its entry upon the Parking Lot.

Commonwealth of Virginia and any other governmental body, State or Federal, having jurisdiction over such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS

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

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____, Commonwealth of Virginia, whose term of office expires on the____ day of_____, 20___, do hereby certify that_____, _____ (Title) of Cellco Partnership, d/b/a Verizon Wireless, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.:_____

CITY OF NORFOLK

By:_____(SEAL)
City Manager

ATTEST:

_____
City Clerk

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

I, _____, a Notary Public of the City of Norfolk, State of Virginia, whose term of office expires on the _____ day of _____, 20____, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

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

_____
Notary Public
Registration No.:_____

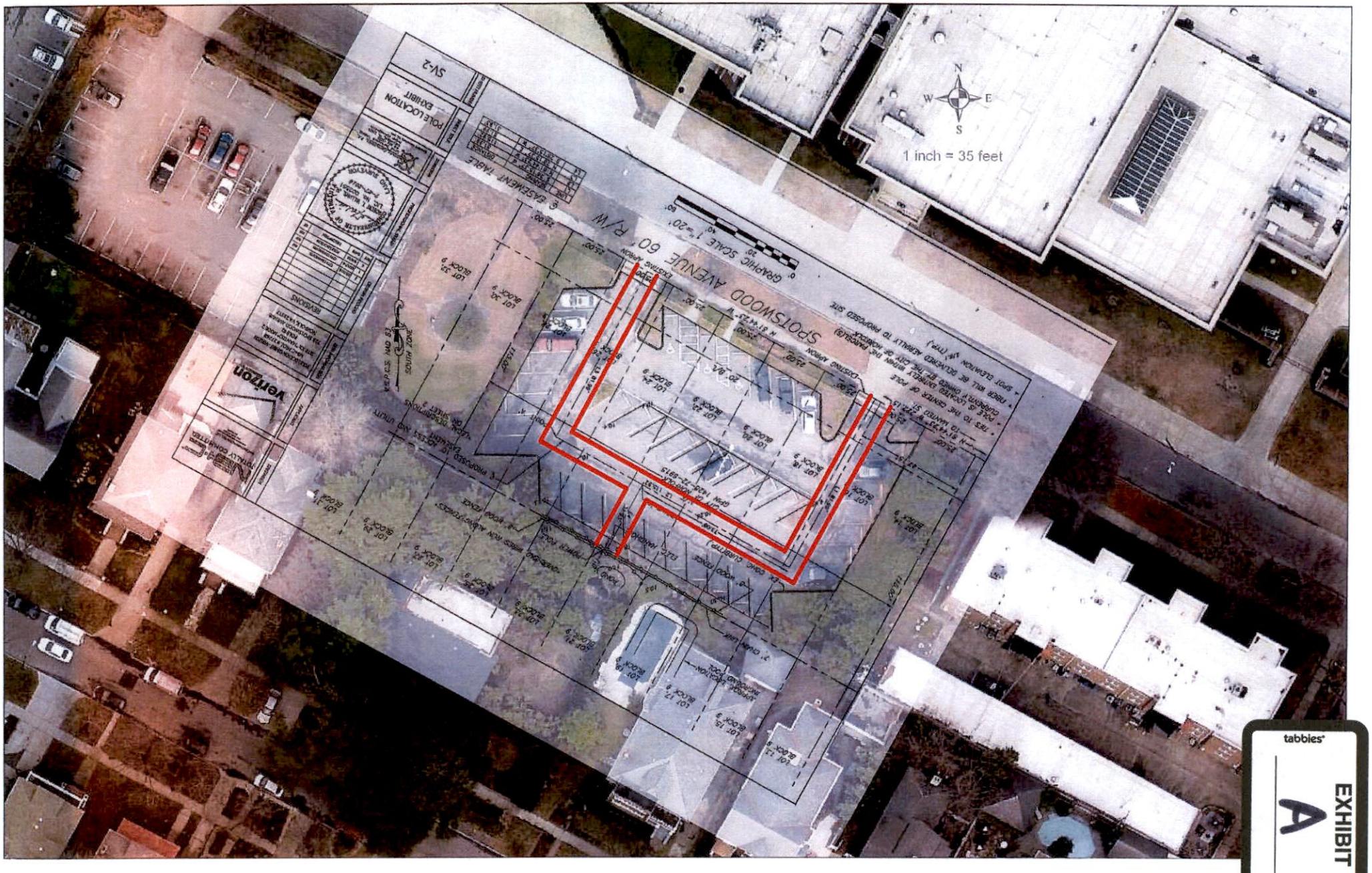
APPROVED AS TO CONTENTS:

_____
Director of General Services

_____
Superintendent, Norfolk Public Schools

APPROVED AS TO FORM AND CORRECTNESS:

_____
Deputy City Attorney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1 inch = 35 feet
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A

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

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

Subject: Amendment to lease agreement with Virginia Stage Company

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: Marcus D. Jones, City Manager

Item Number: **R-16**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Virginia Stage Company
Attn: Foster Billingsley
P.O. Box 3770
Norfolk, VA 23514

III. **Description:**
This agenda item is an ordinance to authorize an amendment to the lease agreement between the City of Norfolk (the "city") and Virginia Stage Company ("VSC") for the property located at 220 Boush Street.

IV. **Analysis**
This lease amendment will modify the VSC's monthly rental amount from $875.00 to $1,750.00 per month as part of its option to extend the term of its lease with the city. The original lease was entered into on August 31, 2012, and the proposed extension commenced on August 1, 2016 and will terminate on July 31, 2017.

V. **Financial Impact**
The rent will be paid to the city by Automated Clearing House (ACH) electronic transfer; VSC has agreed to provide proof of electronic transfer upon request.

Term	Monthly Rent	Annual Rent	Price Per Sq. Ft.
08/01/2016 - 07/31/2017	$1,750.00	$21,000.00	$3.50
Liability insurance for property	The City has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the City		

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

VI. **Environmental**

There are no known environmental issues associated with this property.

VII. **Community Outreach/Notification**

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

VIII. **Board/Commission Action**

N/A

IX. **Coordination/Outreach**

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Lease Amendment

5/18/2016mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
Department of General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING AN AMENDMENT TO LEASE BETWEEN VIRGINIA STAGE COMPANY AND THE CITY OF NORFOLK FOR PROPERTY LOCATED AT 220 BOUSH STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY OF NORFOLK.

- - -

WHEREAS, the City (the "Landlord") and Virginia Stage Company (the "Tenant") entered into that certain Lease Agreement dated August 31, 2012 (the "Lease") for the property located at 220 Boush Street in the City of Norfolk; and

WHEREAS, as part of the Tenant's exercise of its option to extend the term of the Lease, the parties desire to modify the monthly rental amount payable by Tenant from $875.00 per month to $1,750.00 per month; now, therefore

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

Section 1:- That the terms and provisions of the Amendment to Lease between Virginia Stage Company and the City, a copy of which is attached hereto as Exhibit "A", are hereby approved.

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

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

AMENDMENT TO LEASE
(220 Boush Street)

THIS AMENDMENT TO LEASE is entered into as of the ____ day of _____, 2016, by and between the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia ("Landlord") and VIRGINIA STAGE COMPANY, a Virginia corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated August 31, 2012, (the "Lease") for the property located at 220 Boush Street in the City of Norfolk;

WHEREAS, pursuant to Section 1 of the Lease, upon written notification from the Tenant and with duly authorized written consent of the Landlord, the Tenant may exercise the option to extend the term of the Lease for up to two (2) additional periods of one (1) year each;

WHEREAS, by letter agreement dated July 15, 2015, the parties extended the term of the Lease until July 31, 2016;

WHEREAS, Tenant has notified Landlord that it wishes to extend the term of the Lease for one (1) year commencing August 1, 2016 and ending July 31, 2017; and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease upon the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants stated herein, the parties hereto agree as follows

1. Term. The term of the Lease is extended for one (1) year, commencing on August 1, 2016 and expiring July 31, 2017 (the "Renewal Term").

2. Rent. Rent during the Renewal Term shall be One Thousand Seven Hundred Fifty and 00/100 Dollars ($1,750.00) per month. Section 4.3 of the Lease is amended to provide that rent payments during the Renewal Term shall be made to the City via automatic funds transfer to the City's account identified on Exhibit A attached hereto and made and part hereof.

3. Early Termination. During the Renewal Term, either party shall have the option to terminate the Lease upon no less than sixty (60) days' prior written notice to the other party.

4. Notices. Section 29.1 of the Lease is hereby amended to provide that notices to the City shall be given or served to the following address:

To Landlord: City of Norfolk
Office of Real Estate
Department of General Services
232 E. Main Street, Ste. 250
Norfolk, VA 23510

with a copy to: City Attorney
810 Union Street
900 City Hall Building
Norfolk, VA 23510

5. Modification. Except as expressly modified hereby, all terms and conditions of the Lease shall remain in full force and effect.

WITNESS the following signatures and seals:

LANDLORD: CITY OF NORFOLK,
a municipal corporation of the Commonwealth of Virginia

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

Attest:

_____
City Clerk

Approved as to content:

_____
Director, Department of General Services

Approved as to form and correctness:

_____
Assistant City Attorney

TENANT:

VIRGINIA STAGE COMPANY,
a Virginia corporation

By: _____
Name: _____
Title: _____

EXHIBIT A
RENT PAYMENT ACCOUNT INFORMATION

VIRGINIA STAGE COMPANY
OPERATING ACCOUNT
P. O. BOX 3770
NORFOLK, VIRGINIA 23514

TOWNEBANK
109 EAST MAIN STREET
NORFOLK, VIRGINIA 23510

68-894/514

3049

PAY TO THE ORDER OF VOID $

DOLLARS

VIRGINIA STAGE COMPANY
OPERATING ACCOUNT

MEMO

AUTHORIZED SIGNATURE

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈003049⑈ ⑆051408949⑆026108596⑈

SF5001-1 Safeguard

REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422

C8SVZG0010000 B16SF005362

CF2D08 STKDK02 03/04/2016 06:54 -78-

C: Norfolk Circuit Court Judges' Office

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

From: The Honorable John R. Doyle, III, Judge, Norfolk Circuit Court

Subject: Acceptance of a Norfolk Adult Drug Treatment Court Grant of $250,000 from the Supreme Court of Virginia and authorizing expenditure of $78,500 as a cash match

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-17**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is a request to accept funding and appropriate expenditures for the Norfolk Circuit Court Adult Drug Court ("NCCADC") program in the amount of $343,500 to be received as follows:

Expenditure	Amount
Supreme Court of Virginia Drug Treatment Court Grant	$ 250,000
Program fees collected from participants	$ 15,000
Previously appropriated local match funds from the City General Fund	$ 78,500
Total	$ **343,500**

IV. **Analysis**
The NCCADC was established to enhance public safety by diverting non-violent individuals addicted to drugs to court-monitored treatment programs. This ordinance accepts grant funds, program fees from clients, and provides a local cash match. The grant will provide salaries and fringe benefits for two Norfolk Community Services Board Drug Court

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

Counselors, two Norfolk Probation and Parole Officers assigned to Drug Court and one Drug Court Coordinator assigned to the Circuit Court Judges' Office.

V. **Financial Impact**

The total grant award is $250,000 with up to $15,000 in program fees received from clients. This grant requires a local cash match of $78,500 which was previously appropriated in the FY 2017 General Fund Operating Budget.

VI. **Environmental**

N/A

VII. **Community Outreach/Notification**

Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. **Board/Commission Action**

N/A

IX. **Coordination/Outreach**

This letter and ordinance have been coordinated with the Department of Budget and Strategic Planning, Department of Finance, City Attorney's Office, Clerk of the Norfolk Circuit Court and the judges of the Norfolk Circuit Court (through the Chief Judge).

Supporting Material from the Department of Law:

- Ordinance

8/26/2016 JEC/11

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

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

$ 250,000 — 78,500 00

1000-116-2016-5501-208
2275-111-9187-9187
Account

Director of Finance — 8/26/16 Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING THE ACCEPTANCE OF THE NORFOLK ADULT DRUG TREATMENT COURT GRANT AWARD OF $250,000 FROM THE SUPREME COURT OF VIRGINIA FOR THE ADULT DRUG COURT PROGRAM AND PROGRAM FEES UP TO $15,000 AND APPROPRIATING THE GRANT FUNDS AND PROGRAM FEES AND AUTHORIZING EXPENDITURE OF $78,500 FROM PREVIOUSLY APPROPRIATED FUNDS AS A LOCAL CASH MATCH.

- - -

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

Section 1:- That the acceptance of a $250,000 grant award from the Supreme Court of Virginia, for the Adult Drug Court program, and program fees up of to $15,000 are hereby approved.

Section 2:- That the sum of $265,000 in grants funds and program fees is hereby appropriated and authorized to be expended for the Adult Drug Court program, according to the terms and conditions of the Norfolk Adult Drug Treatment Court grant, when made available from the Supreme Court of Virginia.

Section 3:- That a local cash match in the amount of $78,500 in previously appropriated funds is hereby authorized to be expended for the Adult Drug Court program from the Circuit Court Judges General Fund Account.

Section 4:- That this ordinance shall be in effect from and after its adoption.

Grant Application

Supreme Court of Virginia, Office of the Executive Secretary, Judicial Services Department,
100 North Ninth Street, Richmond, VA 23219
drugcourtgrants@courts.state.va.us

Grant Program:	Virginia Drug Treatment Court Grant Program
Applicant:	City of Norfolk Adult Drug Court Program
Applicant Federal ID Number:	54-6001455
Jurisdiction(s) Served:	City of Norfolk
Program Title:	Norfolk Adult Drug Treatment Court Program
Grant Period:	July 1, 2016 - June 30, 2017
Type of Application:	☒ Continuation of Grant Number:_____

	Project Director	Project Administrator	Finance Officer
Name:	Marla Newby	Marcus Jones	Thomas Larson
Title:	Drug Court Coordinator	City Manager	Chief Deputy Clerk
Address:	Norfolk Circuit Court Circuit Court Judges' Office 150 St. Paul's Blvd., 8th Floor Norfolk, VA 23510	Norfolk City Hall 810 Union St., Suite 1101 Norfolk, VA 23510	Norfolk Circuit Court Clerk's Office 150 St. Paul's Blvd., 7th Floor Norfolk, VA 23510
Phone:	757-823-1276	757-664-4242	757-664-4399
Fax:	757-664-4581	757-664-4239	757-664-4334
E-mail:	mnewby@circuitcourtva.us	city.manager@norfolk.gov	tlarson@circuitcourtva.us

Signature of Project Administrator:

Brief Project Description:

The Norfolk Adult Drug Court is an adult Post-Conviction Court that serves probation violators that have an addiction or dependency to drugs or alcohol. The program offers intensive supervision, intensive substance abuse outpatient counseling, education, referrals for housing, medical services, literacy services, and workforce readiness, anger management, and life skills training.

Project Budget Summary	State Funds
Personnel	$ 250,000.00
Consultants	$
Travel/Subsistence	$
Equipment	$
Indirect Costs	$
Supplies/Other Operating Expenses	$
Totals:	$
Grand Total: $ 250,000	

C: Dir., Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

From: David L. Ricks, Director of Public Works

Subject: Acceptance of a Stormwater Local Assistance Fund Grant

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

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-18**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk, Department of Public Works

III. **Description:**
This agenda item is an ordinance to accept a Stormwater Local Assistance Fund Grant (the "grant") in the amount of $348,950 from the Virginia Department of Environmental Quality ("VDEQ") in support of local governments addressing more stringent water quality requirements including the Environmental Protection Agency ("EPA") mandated Chesapeake Bay Total Maximum Daily Load ("TMDL"), and will authorize the appropriation and expenditure of the grant and a $348,950 cash match.

IV. **Analysis:**
This funding will be used to assist the City of Norfolk (the "City") with meeting stormwater regulatory requirements, meeting the Chesapeake Bay TMDL, and improving local water quality with the development, design and construction of the Anne Outten Pond Retrofit water quality best management practice (the "project").

V. **Financial Impact:**
The grant will fund $348,950 for implementation of the project with a $348,950 cash match from the FY 2016 Storm Water CIP. The grant will be administered utilizing current Storm Water Management staff.

VI. **Environmental:**
There is no negative environmental impact associated with this matter. The project will have a positive impact on local water quality, and assist the City with meeting the water quality regulatory mandates from the EPA and VDEQ.

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

VII. Community Outreach/Notification:

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

VIII. Board/Commission Action:

N/A

IX. Coordination/Outreach:

This ordinance has been coordinated with the Department of Public Works and the City Attorney's office.

Supporting Material from the Department of Public Works:

- Ordinance
- Grant Award Letter
- Signed Application

8/18/16 shb

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

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.

$348,950 - 4000 35 3034 FY16
$348,950 - 2275 35 9179
Account

Director of Finance 8/22/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING $348,950 FROM THE STORM WATER LOCAL ASSISTANCE FUND GRANT FOR THE IMPLEMENTATION OF FLOOD REDUCTION AND ENVIROMENTAL SUSTAINABILITY AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE $348,950 GRANT AND $348,950 MATCH FUNDS FOR THE ANNE OUTTEN POND RETROFIT WATER QUALITY IMPROVEMENT PROJECT.

- - -

WHEREAS, the City desires to accept grant funds of up to $348,950 from the Virginia Department of Environmental Quality; and

WHEREAS, these funds will be used to fund the development, design and construction of the Anne Outten Pond Retrofit Water Quality Improvement Project; now, therefore,

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

Section 1:- That the City hereby accepts the $348,950 Storm Water Local Assistance Fund Grant.

Section 2:- That the $348,950 in grant funds and $348,950 match funding are hereby appropriated and authorized for expenditure for the Outten Pond Retrofit Water Quality Improvement Project.

Section 3:- That the City manager and other proper officers of the City are authorized to do all things necessary to receive the grant funds and administer the project.

Section 4:- That this ordinance shall be in effect from and after its adoption.

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
Street address: 629 East Main Street, Richmond, Virginia 23219
Mailing address: P.O. Box 1105, Richmond, Virginia 23218
TDD (804) 698-4021
www.deq.virginia.gov

Molly Joseph Ward
Secretary of Natural Resources

David K. Paylor
Director
(804) 698-4000
1-800-592-5482

MEMORANDUM

TO: **David K. Paylor, DEQ Director**

FROM: **Valerie Thomson, Director of Administration**

DATE: **February 26, 2016**

SUBJECT: **Authorization of FY 2016 SLAF Project Funding List**

Purpose

In order to reduce pollution from stormwater runoff, the Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of the Fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved Guidelines for the implementation of the SLAF program in 2013. The Guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List (PFL) by the DEQ Director. In FY 2014 and FY 2015 DEQ conducted solicitations of applications for SLAF and you authorized funding for 71 projects in 31 localities totaling $22,937,158 in 2014 and 64 projects in 25 localities totaling $21,488,776 in 2015. A third solicitation for SLAF applications was recently conducted for FY 2016 and the applications received have been evaluated in accordance with the approved Guidelines. This memorandum is to inform you of the results of the evaluation process and the staff recommendations for the authorization of projects to be included in the FY 2016 PFL.

Applications Received

On October 8, 2015 the staff solicited SLAF applications from all the local governments in the Commonwealth. December 18, 2015 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 25 localities for 77 stormwater projects totaling $36,034,351.

Funding Availability for FY 2016

From the appropriation provided in the Commonwealth's 2016 Budget, up to $5 million of new appropriation was provided to the SLAF in FY 2016. With the addition of approximately $3.5 million carried over from previous SLAF funding, a total of approximately $8.5 million is currently available for new SLAF projects.

Application Evaluation

All 77 projects were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled $36,034,351, significantly more than the $8,500,000 currently available. Relative to a highest possible priority ranking score of 550 points, the project scores ranged from a high of 508.2 to a low of 174.1. Given the limited availability of funds, staff believes it is appropriate to select projects based on the ranking process while also ensuring the greatest financial and environmental benefit to as many communities as possible. This concept was included in the SLAF Guidelines to address grant distribution concerns expressed by VAMSA and others during the Guidelines development process. As such, the projects recommended for authorization this year represent the highest ranked project from each locality moving down through the ranking list until all available funds were exhausted.

The recommended project funding list shown below provides funding for 17 projects identified in applications received from 17 localities, totaling $8,486,209, exhausting all available funds. This provides funding for 22% of the projects submitted, to 65% of the localities requesting funding, addressing 23.6% of the total amount requested. DEQ will issue Letters of Commitment to all recipients on the list so that they may proceed with their projects with the certainty of a funding commitment. DEQ staff will work with the authorized grant recipients as they complete the program requirements and advertise for construction bids. Upon the receipt of construction bids and the development and approval of a final project budget based on as-bid or contractual costs, the grants will be awarded individually to each recipient

Conclusion

DEQ solicited applications for FY 2016 SLAF grant assistance and evaluated the 77 projects received from 25 localities totaling $36,034,351. After an evaluation of funding availability, project eligibility, priority ranking, and in the interest of providing the greatest financial and environmental benefit to as many communities as possible, the recommended PPL for this third round of SLAF funding includes 17 projects in 17 localities totaling $8,486,209.

Staff Recommendations

The staff recommends that the DEQ Director authorize the following localities/projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

LOCALITY	PROJECT	AMOUNT AUTHORIZED
Hopewell, City of	Projects include: 2,300 l.f. urban stream restoration; regenerative stormwater conveyance system for 45.2 ac, enhance approximately 3 ac of existing impacted wetlands & creation of 0.5 ac new wetlands	$1,141,774.00
Virginia Beach, City of	Retrofit existing 40 ac Kemps Lake to Level 2 Wet Pond, with multiple cells incl pretreatment forebay, constructed wetlands (1 ac) & adding pond aeration	$1,275,000.00

Fairfax County	Flatlick Branch Phase III Stream Restoration for 4,325 l.f.	$1,494,000.00
Newport News, City of	Salters Creek Stream Restoration for 2,820 l.f.	$1,100,880.00
Prince William County	Powells Creek Stream Restoration, Phase I for 2,987 l.f.	$665,000.00
Roanoke, City of	Urban Stream Restoration for 681.5 l.f.	$150,000.00
Hampton, City of	Lynnhaven Lake retrofit to Level 2 Wet Pond with sediment forebay, aeration and upto 1 ac of wetland benches	$389,400.00
Christiansburg, Town of	Blue Leaf Drive Stream Restoration, Phase 2 for 288 l.f.	$44,550.00
Prince George County	Cedar Creek Stream Restoration for 1,200 l.f.	$178,750.00
James City County	Woodland Farms Regenerative Stormwater Conveyance & Stream Restoration, Phase II for 1,700 l.f.	$528,250.00
Kilmarnock, Town of	Stream Restoration of 3 different sites, approximately 1,000 linear feet.	$147,475.00
Norfolk, City of	Anne Outten Pond Retrofit of existing Level 1 Retention Basin to Level 2 Wet Pond for 103 ac	$348,950.00
Albemarle County	Urban Stream Restoration for 1,140 l.f.	$260,078.00
Henrico County	Sheetflow to a Vegetated Filter Strip - Woodman Park Energy Dissipator Project	$55,665.00
Hanover County	400 ft-stream restoration in Courthouse Ridge	$199,582.00
Isle of Wight County	Construction of Level 2 Constructed Wetlands and Level 2 Wet Pond for 29.83 ac at Heritage Park	$206,855.00
Purcellville, Town of	Retrofit existing non-functioning sediment basin into a Level 1 Wet Pond in Hirst Farm Subdivision	$300,000.00

17 Projects funded $8,486,209.00

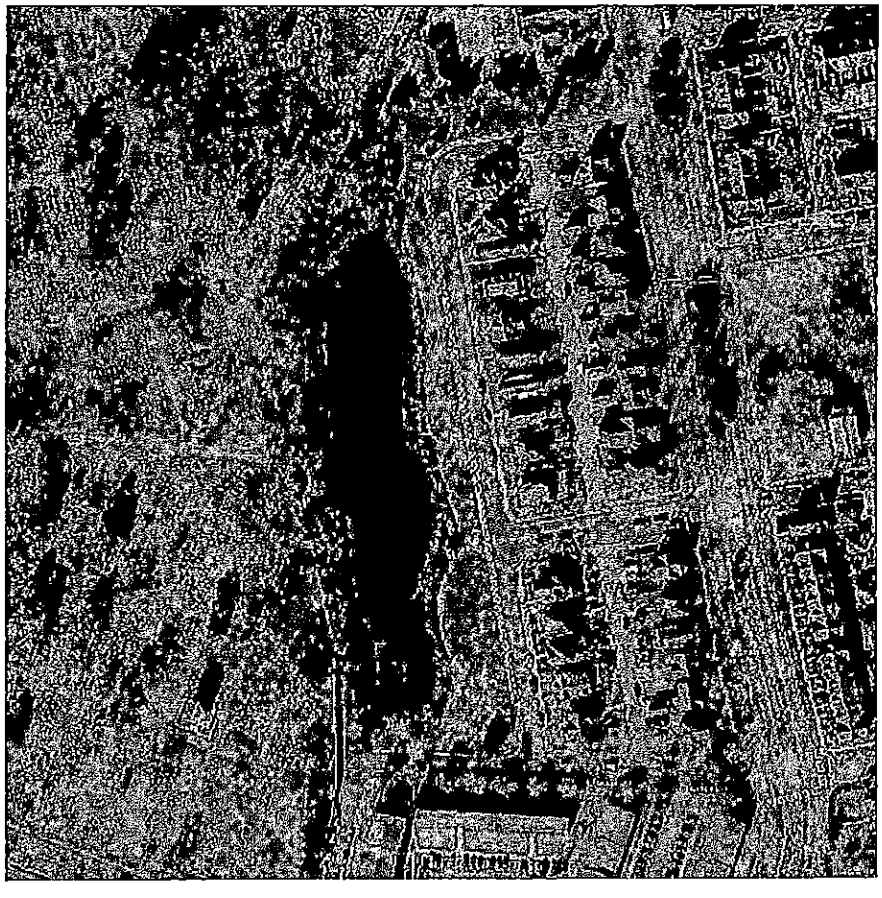
✓ Action approved as recommended

Authorized by:

David K. Paylor
Director, DEQ

3/1/2016

Attachment 1: Anne Outten Pond Retrofit



DEPARTMENT OF ENVIRONMENTAL QUALITY - WATER DIVISION
APPLICATION FOR STORMWATER LOCAL ASSISTANCE FUND (SLAF)
STORMWATER CAPITAL PROJECTS

SECTION A - ORGANIZATIONAL DATA

Name of Applicant:	City of Norfolk
Applicant Address:	2233 McKann Ave Norfolk, VA 23509
Contact Person:	Justin Shafer
Phone: 757-823-4048	Email: justin.shafer@norfolk.gov
Name of Engineer:	Kimley-Horn and Associates, Inc
Engineer Address:	4500 Main St Suite 500 Virginia Beach, VA 23455
Contact Person:	Rachel Dunleavy
Phone: 757-355-6678	Email: rachel.dunleavy@kimley-horn.com

SECTION B - PROPOSED FUNDING

PROJECT FUNDING

a) Amount of SLAF Grant Funds Requested: 348,950

	Source of Match Funds	Amount	CHECK BOX IF COMMITTED
1	Storm Water CIP	197,350	✓
2	Storm Water CIP (DEQ Clean Water Revolving Loan Fund support)	151,600	✓
3			

b)Total Other Funding Available (1 + 2 + 3 ...)**: 348,950

c) Total Project Cost (a + b): 697,900

*SLAF Grants provide up to 50% of project costs. Applicant must identify anticipated source(s) and amount(s) of match funds.

**This amount must be at least equal to the amount of Grant Funds being requested

SECTION C – WATER QUALITY DATA

Location of Project Latitude: 36.86059 Longitude: -76.27986

(Latitude and Longitude of project is a required entry on this application. The points should be the nearest approximation of the center of your project. Please identify them in decimal degrees.)

Name of Stream / Waterbody impacted by stormwater runoff being addressed by the project

Lafayette River

River Basin for Receiving Stream / Waterbody

Elizabeth River-Main Branch

SECTION D -BRIEF PROJECT DESCRIPTION AND STATEMENT OF NEED

Please include a description of project including: type of project (e.g. extended detention pond retrofit), size of area treated (acres), TMDL or impaired water the project addresses, if the project is relevant to a TMDL Implementation Plan, and other relevant information pertaining to the project. Describe the need for the proposed project. Needs shouldbe in areas of restoring, protecting or preventing pollution in State waters.
(attach additional pages if necessary)

Anne Outten Pond, a level I retention basin, drains a 103 acre watershed consisting of residential, mixed commercial, light industrial, recreational and institutional development. The existing BMP removes an estimated 65.87 lb/yr P. The proposed retrofit will enhance the basin to a DEQ Level 2 Wet Pond by dividing it into cells using earthen berms, establishing forebays at all major outfalls, improving aeration, and adding wetland benches. A net increase of 39.84 lbs/yr P removal will be gained.

The BMP drains to the Lafayette River and then to the main branch of the Elizabeth River. The Draft 2014 DEQ 303d list identifies these receiving waters as impaired for PCB in fish tissue and Low Dissolved Oxygen. The Chesapeake Bay TMDL addresses impairment of the entire watershed for phosphorous, nitrogen, and sediment. Proposed improvements to this BMP will provide improved pollutant removal efficiency, which will assist in meeting the Bay TMDL and local impairments. It will be included in the City's first Chesapeake Bay TMDL Action Plan.

The project is currently at 30% design level and construction is expected to commence in August 2016. Clean Water Revolving Loan Fund support was awarded in FY 15 for a basic restoration of the pond. Subsequent design work identified more significant pollutant reduction possibilities than previously expected. Though the required design will raise costs, the increased pollutant reductions are significant. Funds are requested to ensure timely completion of this valuable project and to free funding for further proposed water quality projects.

SECTION E - POLLUTION REDUCTION

The calculated Total Pounds (Per Year) of Total Phosphorous reduced from stormwater as a result of this project

= 39.84 pounds per year

The established methodology for calculating the TP reduction is outlined in Attachment A of the SLAF Guidelines. To verify calculations for pollution reduction, the following information is required with the application:

1) Print out the Site Data tab of the Virginia Runoff Reduction Method Spreadsheet showing the data entered and resultant TP load. Supporting documentation with rational for parameter selection must be provided to demonstrate that the parameter estimates are valid for the project.

2) Provide Text to indicate which pollution reduction calculation methodology was selected, why it is appropriate for the project, the calculated phosphorus load reduction, any assumptions with supporting documentation, and parameters selected with rationale for selection (must be provided to demonstrate that the estimates are valid for the project). All supporting calculations must be provided.

3) If the project is a retrofit of an existing BMP provide photographs showing the BMP before the upgrade. Provide text to describe the upgrade / enhancement and the incremental phosphorus load reduction achieved utilizing the SLAF guideline references, with supporting documentation. Rationale and calculated estimates for BMP's current (former) efficiency must be provided.

SECTION F - READINESS-TO-PROCEED

PROJECT STATUS

	Yes	No	N/A
Is the project included in Stormwater or Watershed Management Plan? (If Yes, attach documentation to application)	✔		
Is the project identified in current year Capital Improvement Plan or Annual Budget? (If Yes, attach documentation to application)	✔		
Is acquisition of land necessary to complete project?		✔	
Has the land necessary for the project already been acquired? (If Yes, attach documentation to application)			✔
Has an engineer been selected for project design? (If Yes, provide name)	✔		

ANTICIPATED SCHEDULE

	Schedule Item Description	*Date*
a.	Notice to Proceed on Design	
b.	Completion of Plans/Specifications	January 11, 2016
c.	Plans and Specs Approved	March 25, 2016
d.	Advertise for Bids	April 8, 2016
e.	Bid Opening	April 29, 2016
f.	Award Contracts	August 29, 2016
g.	Estimated Construction Time (expressed in months)	5

SECTION G -PROJECT BUDGET INFORMATION

Legal / Administration	$0.00
Land, Right-of-Way	$0.00
Architectural Engineering Basic Fees	$0.00
Project Inspection Fees	$0.00
Other (Explain)	$0.00
Stormwater BMP Construction	590,531
Contingencies	107,369
TOTAL*	697,900 *

*This amount should be the exact same as the amount in Item c) Total Project Cost, Section B, Page 1.

SECTION H

	Yes	No	N/A
Has applicant adopted a dedicated source of revenue to implement a stormwater control program in accordance with §15.2-2114? (If so, attach documentation)	✔		
Is the applicant subject to an MS4 discharge permit in accordance with §62.1-44.5?	✔		
Does the project address requirements of your MS4 permit? If yes, explain:	✔		

The City of Norfolk MS4 permit calls for the City to develop, implement and refine pollution prevention measures, management or removal techniques, and other appropriate means to control the quality and quantity of storm water discharged from the MS4. The permit further calls for a program to utilize structural and source control measures to reduce pollutants from commercial and residential areas. The project described above will provide both quality and quantity improvements to water discharged through the City's MS4, meeting a requirement of the current permit and assisting towards meeting requirements of the Chesapeake Bay TMDL, to be included in our upcoming permit renewal.

Name of MS4 Permittee if different from Applicant

SECTION I - ASSURANCES AND CERTIFICATIONS

The undersigned representative of the applicant certifies that the information contained herein and the attached statements and exhibits are true, correct and complete to the best of their knowledge and belief. The undersigned also agrees to clarify or supplement information pertaining to this application upon request.

Name: John White Title: Storm Water Engineer

Signature: John M. White Date: November 16, 2015

SECTION J - ATTACHMENTS

Include all required attachments appropriate for your application. The following is a list of potential attachments:

1) Documentation supporting the Pollution Reduction methodology, calculations, text, etc. as described in Section E.

2) Excerpt from Stormwater or Watershed Management Plan. (Section F)

3) Excerpt from Capital Improvement Plan or Annual Budget. (Section F)

4) Documentation of land acquisition. (Section F)

5) Documentation of Dedicated Revenue Source for Stormwater Management Program. (Section H)

Kimley»Horn

Anne Outten Wet Pond Retrofit

Project Information

Project Location:	City of Norfolk
KHA Project #:	116057089
Date:	11/12/2015

Site Information

Retrofit Type:	Level 2 Wet Pond	
Drainage Area =	103.0	ac
Forest/Open Space Area =	7.8	ac
Managed Turf Area =	32.9	ac
Impervious Area =	62.3	ac

Water Quality Treatment Volume

Design Storm =	1	inch
Determine Rv Value =	0.54	
Current Treatment Volume (Tv) =	7.23	ac-ft
Required Treatment Volume (Tv) =	6.95	ac-ft
Provided Treatment Volume (Tv) =	7.23	ac-ft

Wet Pond Parameters

Normal Pool Surface Area Provided =	1.81	ac
Current Average Depth =	4.0	ft
Required Average Depth =	3.8	ft
Proposed Average Depth =	4.0	ft
Length/Width Ratio =	7	:1 (minimum 3:1)
Shortest Flowpath/Length Ratio =	3	:1
Side Slopes =	4	:1
Wetland Area Required =	0.181	ac (minimum 10% of pond area)
Wetland Area Provided =	0.182	ac
Aeration Provided =	*yes*	
Multiple Cell Design =	*yes*	

Kimley»Horn

Anne Outten Wet Pond Retrofit

Project Location: City of Norfolk

KHA Project #: 116057075

Date: 11/12/2015

BMP Drainage Area			
Land Type	Area (AC)	C	CN
Forest/Open Space	7.8	0.05	77.0
Managed Turf	32.9	0.25	80.0
Impervious	62.3	0.95	98.0
Total Drainage Area	103.0	0.66	90.7

Existing Efficency					
Design Feature	Level 1 Efficiency	*Efficency Reduction	**Revised Efficiency	Nutrient Load (lbs/yr)	Nutrient Removal (lbs/yr)
Phosphorus	45%	10%	40.5%	162.63	65.87
Nitrogen	20%	10%	18.0%	1,163.46	209.42

Retrofit Efficency					
Target Nutrient	Pre-Retrofit (lbs/yr)	Post Retrofit (lbs/yr)	Net Benefit (lbs/yr)	Cost Estimate	Cost Efficency ($/lbs)
Phosphorus	65.87	105.71	39.84	$ 697,900	$ 17,515
Nitrogen	209.42	349.04	139.62		$ 4,999

*Existing pond does not have a forebay, qualifying for a 10% efficiency reduction

** Revised efficiency = [Level 1 Efficiency - (Level 1 Efficiency x Efficiency Reduction)]

Kimley»Horn

OPINION OF PROBABLE CONSTRUCTION COST
Anne Outten Pond Retrofit

CLIENT: City of Norfolk
JOB NUMBER: 116057089
DATE: 11/12/2015

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
CONSTRUCTION				**$526,275**
CONSTRUCTION SURVEY AND STAKE OUT	1	LS	$15,000	$15,000
CLEARING AND GRUBBING	0.5	AC	$5,000	$2,500
SELECTIVE TREE REMOVAL	1	LS	$5,000	$5,000
PUMP DOWN OPERATION	1	LS	$80,000	$80,000
SHEET PILE WALL	9,400	SF	$25	$235,000
GRADING (FILL, IMPORTED FROM OFF-SITE)	500	CY	$40	$20,000
GRADING (CUT, TAKEN OFF-SITE)	950	CY	$20	$19,000
DREDGING (CUT, TAKEN OFF-SITE)	150	CY	$60	$9,000
STRUCTURE STONE CLASS I	1,500	TON	$70	$105,000
FILTER FABRIC	7,000	SY	$4	$28,000
AERATORS (AQUAMASTER)	2	EA	$6,000	$12,000
PERMANENT SEEDING	1.0	AC	$1,000	$1,000
TOPSOIL (3" ACROSS SITE, IMPORT)	120	CY	$30	$3,600
HERBACEOUS PLUG PLANTINGS	700	EA	$4	$2,800
CONTAINERIZED 1-GALLON SHRUBS	45	EA	$25	$1,125
CONTAINERIZED TREES	15	EA	$150	$2,250
EROSION AND SEDIMENT CONTROL				**$10,570**
CONSTRUCTION ENTRANCE	1	EA	$2,000	$2,000
SILT FENCE	1,050	LF	$2.50	$2,625
INLET PROTECTION	8	EA	$200	$1,600
OUTLET PROTECTION	35	TON	$70	$2,450
COIR FIBER MATTING	880	SY	$4.00	$3,520
TEMPORARY SEEDING	0.5	AC	$750	$375
GENERAL				**$161,054**
MOBILIZATION AND SITE PREPARATION	1	LS	10%	$53,685
CONTINGENCY	1	LS	20%	$107,369
TOTAL CONSTRUCTION COST				**$697,900**

Notes:
This cost opinion is based solely on 30% construction drawings dated November 2015

The Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs, as provided here, are made on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Owner.

Virginia Runoff Reduction Method ReDevelopment Worksheet - v2.8 - June 2014								
To be used w/ 2011 BMP Standards and Specifications								
Site Data								
Project Name: Anne Gutten Pond Retrofit								
Date: October 2015								
	data input cells							
	calculation cells							
	constant values							
Post-ReDevelopment Project & Land Cover Information				Total Disturbed Acreage				
Constants								
Annual Rainfall (inches)	43							
Target Rainfall Event (inches)	1.00							
Phosphorus EMC (mg/L)	0.26				Nitrogen EMC (mg/L)	1.86		
Target Phosphorus Target Load (lb/acre/yr)	0.41							
Pj	0.90							
Pre-ReDevelopment Land Cover (acres)								
	A soils	B Soils	C Soils	D Soils	Totals			
Forest/Open Space (acres) – undisturbed, protected forest/open space or reforested land	0.00	0.00	0.00	7.85	7.85			
Managed Turf (acres) – disturbed, graded for yards or other turf to be mowed/managed	0.00	0.00	0.00	32.86	32.86			
Impervious Cover (acres)	0.00	0.00	0.00	62.27	62.27			
				Total	102.98			
Post-ReDevelopment Land Cover (acres)								
	A soils	B Soils	C Soils	D Soils	Totals			
Forest/Open Space (acres) – undisturbed, protected forest/open space or reforested land	0.00	0.00	0.00	6.03	6.03			
Managed Turf (acres) – disturbed, graded for yards or other turf to be mowed/managed	0.00	0.00	0.00	32.86	32.86			
Impervious Cover (acres)	0.00	0.00	0.00	62.09	62.09			
				Total	102.98			
Area Check	Okay	Okay	Okay	Okay				
Rv Coefficients								
	A soils	B Soils	C Soils	D Soils				
Forest/Open Space	0.02	0.03	0.04	0.05				
Managed Turf	0.16	0.20	0.22	0.26				
Impervious Cover	0.95	0.95	0.95	0.95				
Land Cover Summary	Listed	Adjusted[1]		Land Cover Summary			Land Cover Summary	
Pre-ReDevelopment				Post-ReDevelopment			Post-ReDevelopment New Impervious	
Forest/Open Space Cover (acres)	7.85	7.85		Forest/Open Space Cover (acres)	6.03			
Composite Rv(forest)	0.05	0.05		Composite Rv(forest)	0.05			
% Forest	8%	8%		% Forest	6%			
Managed Turf Cover (acres)	32.86	32.86		Managed Turf Cover (acres)	32.86			
Composite Rv(turf)	0.25	0.25		Composite Rv(turf)	0.25			
% Managed Turf	32%	32%		% Managed Turf	32%			
Impervious Cover (acres)	62.27	62.27		ReDev. Impervious Cover (acres)	62.09		New Impervious Cover (acres)	0.00
Rv(impervious)	0.95	0.95		Rv(impervious)	0.95		Rv(impervious)	0.95
% Impervious	60%	60%		% Impervious	60%		% Impervious	Check Area
Total Site Area (acres)	102.98	102.98		Total ReDev. Site Area (acres)	102.98		Total New Dev. Site Area (acres)	0.00
Site Rv	0.60	0.60		ReDev. Site Rv	0.60		New Dev. Site Rv	0.95
Pre-Development Treatment Volume (acre-ft)	5.6470	5.6470		Post-ReDevelopment Treatment Volume (acre-ft)	5.6335		Post-Development Treatment Volume (acre-ft)	0.0000
Pre-Development Treatment Volume (cubic feet)	245,983	245,983		Post-ReDevelopment Treatment Volume (cubic feet)	245,395		Post-Development Treatment Volume (cubic feet)	0
Pre-Development Load (TP) (lb/yr)	164.10	164.10		Post-ReDevelopment Load (TP) (lb/yr)	163.72		Post-Development Load (TP) (lb/yr)	0.00
[1]Adjusted Land Cover Summary reflects the pre redevelopment land cover minus the pervious land cover (forest/open space or managed turf) acreage proposed for new impervious cover. The adjusted total acreage is consistent with the Post Redevelopment acreage (minus the acreage of new impervious cover). The load reduction requirement for the new impervious cover to meet the new development load limit is computed in Column I.				Maximum % Reduction Required Below Pre-ReDevelopment Load	20%			
				TP Load Reduction Required for Redeveloped Area (lb/yr)	32.44		TP Load Reduction Required for New Impervious Area (lb/yr)	0.00
				Total Load Reduction Required (lb/yr)	32.44			
Pre-Development Load (TN) (lb/yr)	1124.64			Post-Development Load (TN) (lb/yr)	1121.73			

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Drainage Area A

Drainage Area A Land Cover (acres)

	A soils	B soils	C soils	D Soils	Totals	Land Cover Rv
Forest/Open Space (acres) -- undisturbed, protected forest/open space or reforested land						
Managed Turf (acres) -- disturbed, graded for yards or other turf to be mowed/managed						
Impervious Cover (acres)						
				Total		

Post Development Treatment Volume (cf)

Apply Runoff Reduction Practices to Reduce Treatment Volume & Post-Development Load in Drainage Area A

Credit	Unit	Description of Credit	Credit	Credit Area (acres)	Volume from Upstream RR Practice (cf)	Runoff Reduction (cf)	Remaining Runoff Volume (cf)	Phosphorus Efficiency (%)	Phosphorus Load from Upstream RA Practices (lbs)	Untreated Phosphorus Load to Practice (lbs)	Phosphorus Removed By Practice (lbs)	Remaining Phosphorus Load (lbs)	Downstream Treatment to be Employed		Nitrogen Efficiency (%)	Nitrogen Load from Upstream RR Practices (lbs)	Untreated Nitrogen Load to Practice (lbs)	Nitrogen Removed by Practice (lbs)	Remaining Nitrogen Load (lbs)
1. Vegetated Roof															**1. Green Roof**				
1.a. Vegetated Roof #1 (Spec #5)	acres of green roof	45% runoff volume reduction	0.45					0							0				
1.b. Vegetated Roof #2 (Spec #5)	acres of green roof	60% runoff volume reduction	0.60					0							0				
2. Rooftop Disconnection															**2. Impervious Surface Disconnection**				
2.a. Simple Disconnection to A/B Soils (Spec #1)	impervious acres disconnected	50% runoff volume reduction for treated area	0.50					0							0				
2.b. Simple Disconnection to C/D Soils (Spec #1)	impervious acres disconnected	25% runoff volume reduction for treated area	0.25					0							0				
2.c. To Soil Amended Filter Path as per specifications (existing C/D soil) (Spec #4)	impervious acres disconnected	50% runoff volume reduction for treated area	0.50					0							0				
2.d. To Dry Well or French Drain #1 (Micro-Infiltration #1) (Spec #3)	impervious acres disconnected	50% runoff volume reduction for treated area	0.50					25							13				
2.e. To Dry Well or French Drain #2 (Micro-Infiltration #2) (Spec #3)	impervious acres disconnected	80% runoff volume reduction for treated area	0.80					25							13				
2.f. To Rain Garden #1 (Micro-Bioretention #1) (Spec #9)	impervious acres disconnected	45% of volume captured	0.45					75							45				
2.g. To Rain Garden #2 (Micro-Bioretention #2) (Spec #9)	impervious acres disconnected	80% runoff volume reduction for treated area	0.80					75							60				
2.h. To Rainwater Harvesting (Spec #2)	impervious acres captured	based on tank size and design overdefined (See Spec #2)						0							0				
2.i. To Stormwater Planter (Urban Bioretention) (Spec #9, Appendix A)	impervious acres disconnected	40% runoff volume reduction for treated area	0.40					75							40				
3. Permeable Pavement															**3. Permeable Pavement**				
3.a. Permeable Pavement #1 (Spec #7)	acres of permeable pavement + acres of "decamp" (ungraded) impervious pavement	45% runoff volume reduction	0.45					75							25				
3.b. Permeable Pavement #2 (Spec #7)	acres of permeable pavement	75% runoff volume reduction	0.75					75							25				
4. Grass Channel															**4. Grass Channel**				
4.a. Grass Channel A/B Soils (Spec #3)	impervious acres draining to grass channels	20% runoff volume reduction	0.20					15							20				
	turf acres draining to grass channels	20% runoff volume reduction	0.20					15							20				
4.b. Grass Channel C/D Soils (Spec #3)	impervious acres draining to grass channels	10% runoff volume reduction	0.10					15							13				
	turf acres draining to grass channels	10% runoff volume reduction	0.10					15							13				
4.c. Grass Channel Compost Amended Soils as per specs (see Spec #4)	impervious acres draining to grass channels	30% runoff volume reduction	0.30					15							20				
	turf acres draining to grass channels	30% runoff volume reduction	0.30					15							20				
5. Dry Swale															**5. Dry Swale**				
5.a. Dry Swale #1 (Spec #10)	impervious acres draining to dry swale	45% runoff volume reduction	0.45					20							25				
	turf acres draining to dry swale	45% runoff volume reduction	0.45					20							25				
5.b. Dry Swale #2 (Spec #10)	impervious acres draining to dry swale	60% runoff volume reduction	0.60					40							35				
	turf acres draining to dry swale	60% runoff volume reduction	0.60					40							35				
6. Bioretention															**6. Bioretention**				
6.a. Bioretention #1 or Urban Bioretention (Spec #9)	impervious acres draining to bioretention	40% runoff volume reduction	0.40					25							40				
	turf acres draining to bioretention	40% runoff volume reduction	0.40					25							40				
6.b. Bioretention #2 (Spec #9)	impervious acres draining to bioretention	80% runoff volume reduction	0.80					50							60				
	turf acres draining to bioretention	80% runoff volume reduction	0.80					50							60				
7. Infiltration															**7. Infiltration**				
7.a. Infiltration #1 (Spec #8)	impervious acres draining to infiltration	50% runoff volume reduction	0.50					75							15				
	turf acres draining to infiltration	50% runoff volume reduction	0.50					75							15				
7.b. Infiltration #2 (Spec #8)	impervious acres draining to infiltration	90% runoff volume reduction	0.90					75							15				
	turf acres draining to infiltration	90% runoff volume reduction	0.90					75							15				

8. Extended Detention Pond																	8. Extended Detention Pond				
8a. ED #1 (Spec #9)	Impervious acres draining to ED	0% runoff volume reduction	0.00					15							15				
	Turf acres draining to ED	0% runoff volume reduction	0.00					15							15				
8b. ED #2 (Spec #9)	Impervious acres draining to ED	15% runoff volume reduction	0.15					15							15				
	Turf acres draining to ED	15% runoff volume reduction	0.15					15							15				
9. Sheetflow to Conservation Areas or Reforestation																	9. Sheetflow to Conservation Area or Reforestation				
9a. Sheetflow to Conservation Area with A/B Soils (Spec #7)	Impervious acres draining to conserved open space	75% runoff volume reduction for treated area	0.75					0							0				
	Turf acres draining to conserved open space	75% runoff volume reduction for treated area	0.75					0							0				
9.b. Sheetflow to Conservation Area w/in C/D Soils (Spec #7)	Impervious acres draining to conserved open space	50% runoff volume reduction for treated area	0.50					0							0				
	Turf acres draining to conserved open space	50% runoff reduction volume for treated area	0.50					0							0				
9.c. Sheetflow to Vegetated Filter Strip in A Soils or Compost Amended B/C/D Soils (Spec #2 & 4a)	Impervious acres draining to conserved open space	50% runoff volume reduction for treated area	0.50					0							0				
	Turf acres draining to conserved open space	50% runoff reduction volume for treated area	0.50					0							0				
		TOTAL IMPERVIOUS COVER TREATED (sf)																			
		TOTAL TURF AREA TREATED (sf)																			
		AREA CHECK OK																			
		TOTAL PHOSPHOROUS REMOVAL REQUIRED ON SITE (lb/yr)																			
		TOTAL RUNOFF REDUCTION IN D.A. A (cf)																			
		PHOSPHORUS REMOVAL FROM RUNOFF REDUCTION PRACTICES in D.A. A (lb/yr)																			
		SEE WATER QUALITY COMPLIANCE TAB FOR SITE COMPLIANCE CALCULATIONS																TOTAL RUNOFF REDUCTION IN D.A. A (cf)				
																		NITROGEN REMOVAL FROM RUNOFF REDUCTION PRACTICES IN D.A. A (lb/yr)				

Apply Practices that Remove Pollutants but Do Not Reduce Runoff Volume

Practice	Unit	Description or Credit	Credit	Area (excluding areas treated by upstream practices)	Runoff from Upstream RR Practices (cf)	Runoff Reduction (cf)	Remaining Runoff Volume (cf)	Phosphorus Efficiency (%)	Phosphorus Load from Upstream RR Practices (lbs)	Untreated Phosphorus Load to Practice (lbs.)	Phosphorus Removed by Practice (lbs.)	Remaining Phosphorus Load (lbs)	Downstream Treatment to be Employed	Nitrogen Efficiency (%)	Nitrogen Load from Upstream RR Practices (lbs)	Untreated Nitrogen Load to Practice (lbs.)	Nitrogen Removed By Practice (lbs)	Remaining Nitrogen Load (lbs.)
10. Wet Swale (Coastal Plain)														10. Wet Swale (Coastal Plain)				
10a. Wet Swale #1 (Spec #11)	Impervious acres draining to wet swale	0% runoff volume reduction	0.00					20						25				
	Turf acres draining to wet swale	0% runoff volume reduction	0.00					35						25				
10.b. Wet Swale #2 (Spec #11)	Impervious acres draining to wet swale	0% runoff volume reduction	0.00					40						35				
	Turf acres draining to wet swale	0% runoff volume reduction	0.00					40						35				
11. Filtering Practices														11. Filtering Practices				
11.a. Filtering Practice #1 (Spec #12)	Impervious acres draining to filter	0% runoff volume reduction	0.00					60						35				
	Turf acres draining to filter	0% runoff volume reduction	0.00					60						35				
11.b. Filtering Practice #2 (Spec #12)	Impervious acres draining to filter	0% runoff volume reduction	0.00					65						45				
	Turf acres draining to filter	0% runoff volume reduction	0.00					65						45				
12. Constructed Wetland														12. Constructed Wetland				
12.a Constructed Wetland #1 (Spec #13)	Impervious acres draining to wetland	0% runoff volume reduction	0.00					50						25				
	Turf acres draining to wetland	0% runoff volume reduction	0.00					50						25				
12.b. Constructed Wetland #2 (Spec #13)	Impervious acres draining to wetland	0% runoff volume reduction	0.00					75						55				
	Turf acres draining to wetland	0% runoff volume reduction	0.00					75						55				
13. Wet Ponds														13. Wet Ponds				
13.a. Wet Pond #1 (Spec #14)	Impervious acres draining to wet pond	0% runoff volume reduction	0.00					50						30				
	Turf acres draining to wet pond	0% runoff volume reduction	0.00					50						30				
13.b. Wet Pond #1 (Coastal Plain) (Spec #14)	Impervious acres draining to wet pond	0% runoff volume reduction	0.00					45						20				
	Turf acres draining to wet pond	0% runoff volume reduction	0.00					45						20				
13.c. Wet Pond #2 (Spec #14)	Impervious acres draining to wet pond	0% runoff volume reduction	0.00					75						40				
	Turf acres draining to wet pond	0% runoff volume reduction	0.00					75						40				
13.d. Wet Pond #2 (Coastal Plain) (Spec #14)	Impervious acres draining to wet pond	0% runoff volume reduction	0.00					65						50				
	Turf acres draining to wet pond	0% runoff volume reduction	0.00					65						50				
14. Manufactured BMP														14. Manufactured BMP				

	Impervious acres directing to device	0% runoff volume reduction	0.00			0.00					0.00								0.00				0.00
	turf acres directing to device	0% runoff volume reduction	0.00			0.00					0.00								0.00				0.00
				TOTAL IMPERVIOUS COVER TREATED (ac)	82.00																		
				TOTAL TURF AREA TREATED (ac)	31.85																		
				AREA CHECK OK																			
		PHOSPHORUS REMOVAL BY PRACTICES THAT DO NOT REDUCE RUNOFF VOLUME IN D.A. A (lbs/yr)																					
				TOTAL PHOSPHORUS REMOVAL IN D.A. A (lbs/yr)																			
	SEE WATER QUALITY COMPLIANCE TAB FOR SITE COMPLIANCE CALCULATIONS																						
		NITROGEN REMOVAL BY PRACTICES THAT DO NOT REDUCE RUNOFF VOLUME IN D.A. A (lbs/yr)																					
				TOTAL NITROGEN REMOVAL IN D.A. A (lbs/yr)																			

Drainage Area A

Drainage Area A Land Cover (acres)	A Soils	B Soils	C Soils	D Soils	Totals	Land Cover %
Forest/Open Space (acres) -- Undisturbed, protected forest/open space or reforested land					0.05	0.05
Managed Turf (acres) -- Disturbed, graded for yards or other turf to be maintained/managed					0.05	0.05
Impervious Cover (acres)					0.95	0.95
				Total	1.00	

Post Development Treatment Volume (cf) = 2453.06

Apply Runoff Reduction Practices to Reduce Treatment Volume & Post-Development Load in Drainage Area A

Credit	Unit	Description of Credit	Credit	Credit Area (acres)	Volume from Upstream RR Practice (cf)	Runoff Reduction (cf)	Remaining Runoff Volume (cf)	Phosphorus Efficiency (%)	Phosphorus Load from Upstream RR Practices (lbs)	Untreated Phosphorus Load to Practice (lbs.)	Phosphorus Removed By Practice (lbs.)	Remaining Phosphorus Load (lbs.)	Downstream Treatment to be Employed		Nitrogen Efficiency (%)	Nitrogen Load from Upstream RR Practices (lbs)	Untreated Nitrogen Load to Practice (lbs.)	Nitrogen Removed by Practice (lbs.)	Remaining Nitrogen Load (lbs.)
1. Vegetated Roof															1. Green Roof				
1.a. Vegetated Roof #1 (Spec #5)	acres of green roof	45% runoff volume reduction	0.45					0							0				
1.b. Vegetated Roof #2 (Spec #5)	acres of green roof	60% runoff volume reduction	0.60					0							0				
2. Rooftop Disconnection															2. Impervious Surface Disconnection				
2.a. Simple Disconnection to A/B Soils (Spec #1)	impervious acres disconnected	30% runoff volume reduction for treated area	0.30					0							0				
2.b. Simple Disconnection to C/D Soils (Spec #1)	impervious acres disconnected	25% runoff volume reduction for treated area	0.25					0							0				
2.c. To Soil Amended Filter Path as per specifications (existing C/D soils) (Spec #4)	impervious acres disconnected	50% runoff volume reduction for treated area	0.50					0							0				
2.d. To Dry Well or French Drain #1 (Micro-Infiltration #1) (Spec #6)	impervious acres disconnected	50% runoff volume reduction for treated area	0.50					25							15				
2.e. To Dry Well or French Drain #2 (Micro-Infiltration #2) (Spec #6)	impervious acres disconnected	60% runoff volume reduction for treated area	0.60					25							15				
2.f. To Rain Garden #1 (Micro-Bioretention #1) (Spec #9)	impervious acres disconnected	40% of volume captured	0.40					25							40				
2.g. To Rain Garden #2 (Micro-Bioretention #2) (Spec #9)	impervious acres disconnected	80% runoff volume reduction for treated area	0.80					60							80				
2.h. To Rainwater Harvesting (Spec #6)	impervious acres captured	based on tank size and design spreadsheet (See Spec #6)	0.00					6							0				
2.i. To Stormwater Planter (Urban Bioretention) (Spec #9, Appendix A)	impervious acres disconnected	40% runoff volume reduction for treated area	0.40					35							40				
3. Permeable Pavement															3. Permeable Pavement				
3.a. Permeable Pavement #1 (Spec #7)	acres of permeable pavement + acres of "external" (ungraded) impervious pavement	45% runoff volume reduction	0.45					25							25				
3.b. Permeable Pavement #2 (Spec #7)	acres of permeable pavement	75% runoff volume reduction	0.75					25							25				
4. Grass Channel															4. Grass Channel				
4.a. Grass Channel A/B Soils (Spec #3)	impervious acres draining to grass channels	20% runoff volume reduction	0.20					15							20				
	turf acres draining to grass channels	20% runoff volume reduction	0.20					15							20				
4.b. Grass Channel C/D Soils (Spec #3)	impervious acres draining to grass channels	10% runoff volume reduction	0.10					15							20				
	turf acres draining to grass channels	10% runoff volume reduction	0.10					15							20				
4.c. Grass Channel Compost Amended Soils as per specs (see Spec #4)	impervious acres draining to grass channels	30% runoff volume reduction	0.30					15							20				
	turf acres draining to grass channels	30% runoff volume reduction	0.30					15							20				
5. Dry Swale															5. Dry Swale				
5.a. Dry Swale #1 (Spec #10)	impervious acres draining to dry swale	40% runoff volume reduction	0.40					25							25				
	turf acres draining to dry swale	40% runoff volume reduction	0.40					25							25				
5.b. Dry Swale #2 (Spec #10)	impervious acres draining to dry swale	60% runoff volume reduction	0.60					40							35				
	turf acres draining to dry swale	60% runoff volume reduction	0.60					40							35				
6. Bioretention															6. Bioretention				
6.a. Bioretention #1 or Urban Bioretention (Spec #9)	impervious acres draining to bioretention	40% runoff volume reduction	0.40					25							40				
	turf acres draining to bioretention	40% runoff volume reduction	0.40					25							40				
6.b. Bioretention #2 (Spec #9)	impervious acres draining to bioretention	80% runoff volume reduction	0.80					60							80				
	turf acres draining to bioretention	80% runoff volume reduction	0.80					60							80				
7. Infiltration															7. Infiltration				
7.a. Infiltration #1 (Spec #8)	impervious acres draining to infiltration	50% runoff volume reduction	0.50					25							15				
	turf acres draining to infiltration	50% runoff volume reduction	0.50					25							15				
7.b. Infiltration #2 (Spec #8)	impervious acres draining to infiltration	80% runoff volume reduction	0.80					25							15				
	turf acres draining to infiltration	80% runoff volume reduction	0.80					25							15				

9. Extended Detention Pond																										
9.a. ED #1 (Spec #15)	Impervious acres draining to ED	0% runoff volume reduction	0.00						15																	
	Turf acres draining to ED	0% runoff volume reduction	0.00						15																	
9.b. ED #2 (Spec #15)	Impervious acres draining to ED	15% runoff volume reduction	0.15						15																	
	Turf acres draining to ED	15% runoff volume reduction	0.15						15																	
9. Extended Detention Pond																										
									15																	
									15																	
9. Sheetflow to Filter/Open Space																										
	Impervious acres draining to conserved open space	75% runoff volume reduction for treated area	0.75						0																	
9.a. Sheetflow to Conservation Area with A/B Soils (Spec #2)	Turf acres draining to conserved open space	75% runoff volume reduction for treated area	0.75						0																	
	Impervious acres draining to conserved open space	50% runoff volume reduction for treated area	0.50						0																	
9.b. Sheetflow to Conservation Area with C/D Soils (Spec #2)	Turf acres draining to conserved open space	50% runoff reduction volume for treated area	0.50						0																	
	Impervious acres draining to conserved open space	50% runoff volume reduction for treated area	0.50						0																	
9.c. Sheetflow to Vegetated Filter Strip in A Soils or Dilmoor Amended RCFD Soils (Spec #2 & #4)	Turf acres draining to conserved open space	50% runoff reduction volume for treated area	0.50						0																	
9. Sheetflow to Conservation Area or Filter Strip																										
									0																	
									0																	
									0																	
									0																	
									0																	

TOTAL IMPERVIOUS COVER TREATED (ac) 0.00
TOTAL TURF AREA TREATED (ac) 0.00
AREA CHECK OK
TOTAL PHOSPHORUS REMOVAL REQUIRED ON SITE (lb/yr) 22.44
TOTAL RUNOFF REDUCTION IN D.A. A (cf) 0
PHOSPHORUS REMOVAL FROM RUNOFF REDUCTION PRACTICES IN D.A. A (lb/yr) 0.00
TOTAL RUNOFF REDUCTION IN D.A. A (cf) 0
NITROGEN REMOVAL FROM RUNOFF REDUCTION PRACTICES IN D.A. A (lb/yr) 0.00

SEE WATER QUALITY COMPLIANCE TAB FOR SITE COMPLIANCE CALCULATIONS

Apply Practices that Remove Pollutants but Do Not Reduce Runoff Volume

Practice	Unit	Description of Credit	Credit	Area (excluding areas treated by upstream practices)	Runoff from Upstream RR Practices (cf)	Runoff Reduction (cf)	Remaining Runoff Volume (cf)	Phosphorus Efficiency (%)	Phosphorus Load from Upstream RR Practices (lbs)	Untreated Phosphorus Load to Practice (lbs.)	Phosphorus Removed By Practice (lbs.)	Remaining Phosphorus Load (lbs.)	Downstream Treatment to be Employed	Nitrogen Efficiency (%)	Nitrogen Load from Upstream RR Practices (lbs)	Untreated Nitrogen Load to Practice (lbs.)	Nitrogen Removed By Practice (lbs.)	Remaining Nitrogen Load (lbs.)
10. Wet Swale (Coastal Plain)														10. Wet Swale (Coastal Plain)				
10.a. Wet Swale #1 (Spec #11)	Impervious acres draining to wet swale	0% runoff volume reduction	0.00					20						20				
	Turf acres draining to wet swale	0% runoff volume reduction	0.00					20						20				
10.b. Wet Swale #2 (Spec #11)	Impervious acres draining to wet swale	0% runoff volume reduction	0.00					40						35				
	Turf acres draining to wet swale	0% runoff volume reduction	0.00					40						35				
11. Filtering Practices														11. Filtering Practices				
11.a Filtering Practice #1 (Spec #12)	Impervious acres draining to filter	0% runoff volume reduction	0.00					60						30				
	Turf acres draining to filter	0% runoff volume reduction	0.00					60						30				
11.b. Filtering Practice #2 (Spec #12)	Impervious acres draining to filter	0% runoff volume reduction	0.00					65						45				
	Turf acres draining to filter	0% runoff volume reduction	0.00					65						45				
12. Constructed Wetland														12. Constructed Wetland				
12.a Constructed Wetland #1 (Spec #13)	Impervious acres draining to wetland	0% runoff volume reduction	0.00					70						25				
	Turf acres draining to wetland	0% runoff volume reduction	0.00					70						25				
12.b. Constructed Wetland #2 (Spec #13)	Impervious acres draining to wetland	0% runoff volume reduction	0.00					75						55				
	Turf acres draining to wetland	0% runoff volume reduction	0.00					75						55				
13. Wet Ponds														13. Wet Ponds				
13.a. Wet Pond #1 (Spec #14)	Impervious acres draining to wet pond	0% runoff volume reduction	0.00					60						30				
	Turf acres draining to wet pond	0% runoff volume reduction	0.00					60						30				
13.b. Wet Pond #1 (Coastal Plain) (Spec #14)	Impervious acres draining to wet pond	0% runoff volume reduction	0.00					45						20				
	Turf acres draining to wet pond	0% runoff volume reduction	0.00					45						20				
13.c. Wet Pond #2 (Spec #14)	Impervious acres draining to wet pond	0% runoff volume reduction	0.00					75						40				
	Turf acres draining to wet pond	0% runoff volume reduction	0.00					75						40				
13.d. Wet Pond #2 (Coastal Plain) (Spec #14)	Impervious acres draining to wet pond	0% runoff volume reduction	0.00					65						30				
	Turf acres draining to wet pond	0% runoff volume reduction	0.00					65						30				
14. Manufactured BMP														14. Manufactured BMP				

[illegible]	Impervious acres draining to device	0% runoff volume reduction	0.00	0.00	0.00	0	0	0	0.00	0.00	0.00	0.00	[illegible]		[illegible]	0.00	0.00	0.00	0.00
	Turf acres draining to device	0% runoff volume reduction	0.00	0.00	0.00	0	0	0	0.00	0.00	0.00	0.00	[illegible]		[illegible]	0.00	0.00	0.00	0.00

TOTAL IMPERVIOUS COVER TREATED (ac) 62.09

TOTAL TURF AREA TREATED (ac) 32.86

AREA CHECK OK.

PHOSPHORUS REMOVAL BY PRACTICES THAT DO NOT REDUCE RUNOFF VOLUME IN D.A. A 105.71

TOTAL PHOSPHORUS REMOVAL IN D.A. A (lb/yr) 105.71

SEE WATER QUALITY COMPLIANCE TAB FOR SITE COMPLIANCE CALCULATIONS

NITROGEN REMOVAL BY PRACTICES THAT DO NOT REDUCE RUNOFF VOLUME IN D.A. A 340.04

TOTAL NITROGEN REMOVAL IN D.A. A (lb/yr) 348.04

Site Results						
	D.A. A	D.A. B	D.A. C	D.A. D	D.A. E	AREA CHECK
IMPERVIOUS COVER	62.09	0.00	0.00	0.00	0.00	OK.
IMPERVIOUS COVER TREATED	62.09	0.00	0.00	0.00	0.00	OK.
TURF AREA	32.86	0.00	0.00	0.00	0.00	OK.
TURF AREA TREATED	32.86	0.00	0.00	0.00	0.00	OK.
AREA CHECK	OK.	OK.	OK.	OK.	OK.	
Phosphorous						
TOTAL PHOSPHOROUS LOAD REDUCTION REQUIRED (LB/YEAR)	32.44					
RUNOFF REDUCTION (cf)	0					
PHOSPHOROUS LOAD REDUCTION ACHIEVED (LB/YR)	105.71					
ADJUSTED POST-DEVELOPMENT PHOSPHOROUS LOAD (TP) (lb/yr)	58.08					
REMAINING PHOSPHOROUS LOAD REDUCTION (LB/YR) NEEDED	CONGRATULATIONS!! YOU EXCEEDED THE TARGET REDUCTION BY 73.3 LB/YEAR!!					
Nitrogen (for information purposes)						
RUNOFF REDUCTION (cf)	0					
NITROGEN LOAD REDUCTION ACHIEVED (LB/YR)	349.04					
ADJUSTED POST-DEVELOPMENT NITROGEN LOAD (TP) (lb/yr)	822.70					

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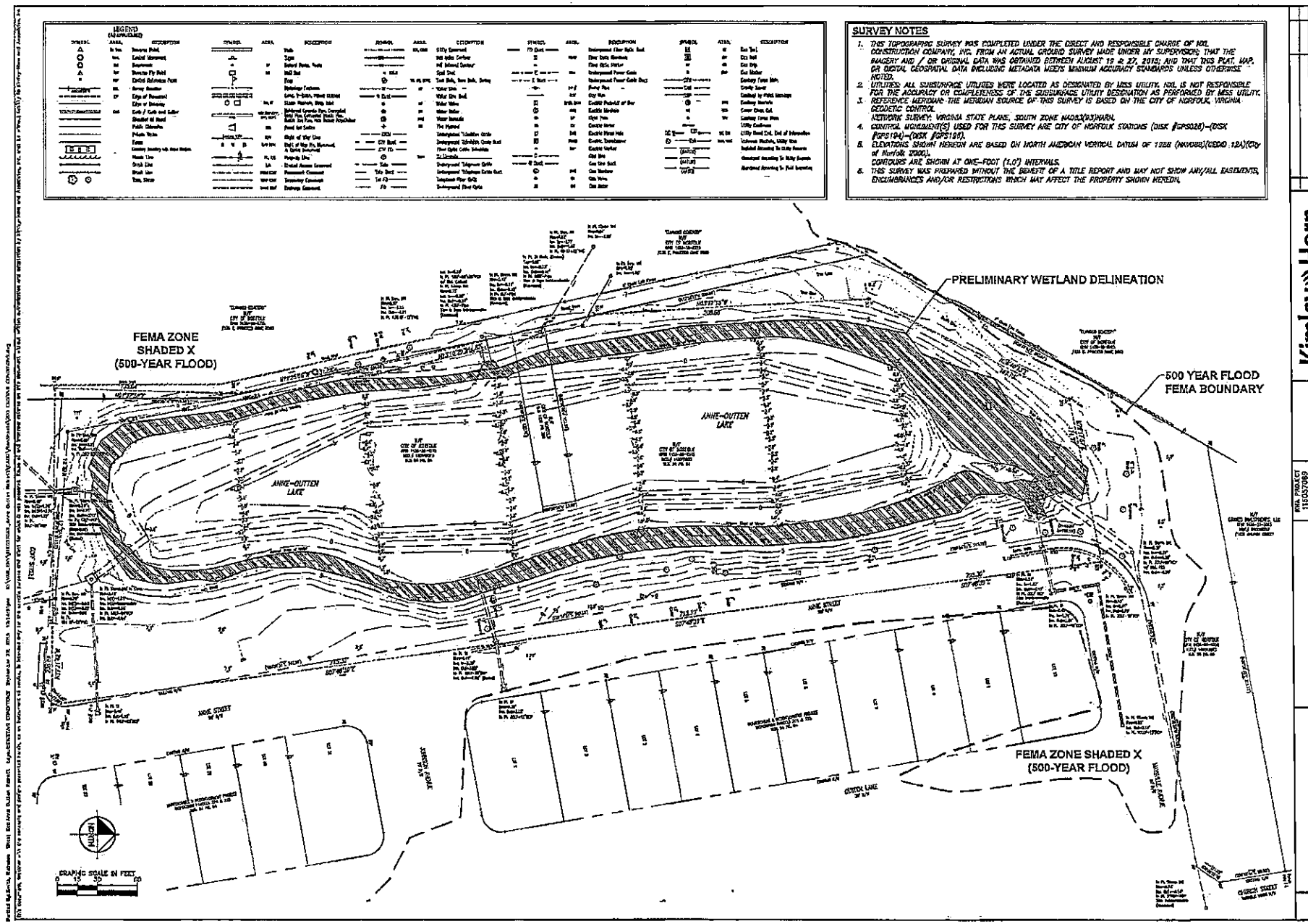


SURVEY NOTES

1. THIS TOPOGRAPHIC SURVEY WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF NXL CONSTRUCTION COMPANY, INC. FROM AN ACTUAL GROUND SURVEY MADE UNDER MY SUPERVISION; THAT THE IMAGERY AND / OR ORIGINAL DATA WAS OBTAINED BETWEEN AUGUST 19 & 27, 2015; AND THAT THIS PLAT, MAP, OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.
2. UTILITIES: ALL SUBSURFACE UTILITIES WERE LOCATED AS DESIGNATED BY MISS UTILITY. NXL IS NOT RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE SUBSURFACE UTILITY DESIGNATION AS PERFORMED BY MISS UTILITY.
3. REFERENCE MERIDIAN: THE MERIDIAN SOURCE OF THIS SURVEY IS BASED ON THE CITY OF NORFOLK, VIRGINIA GEODETIC CONTROL NETWORK SURVEY: VIRGINIA STATE PLANE, SOUTH ZONE NAD83(93)HARN.
4. CONTROL MONUMENT(S) USED FOR THIS SURVEY ARE CITY OF NORFOLK STATIONS (DISK #GPS026)–(DISK #GPS194)–(DISK #GPS196).
5. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1928 (NAVD88)(GEOID 12A)(City of Norfolk 2000). CONTOURS ARE SHOWN AT ONE-FOOT (1.0') INTERVALS.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ANY/ALL EASEMENTS, ENCUMBRANCES AND/OR RESTRICTIONS WHICH MAY AFFECT THE PROPERTY SHOWN HEREON.

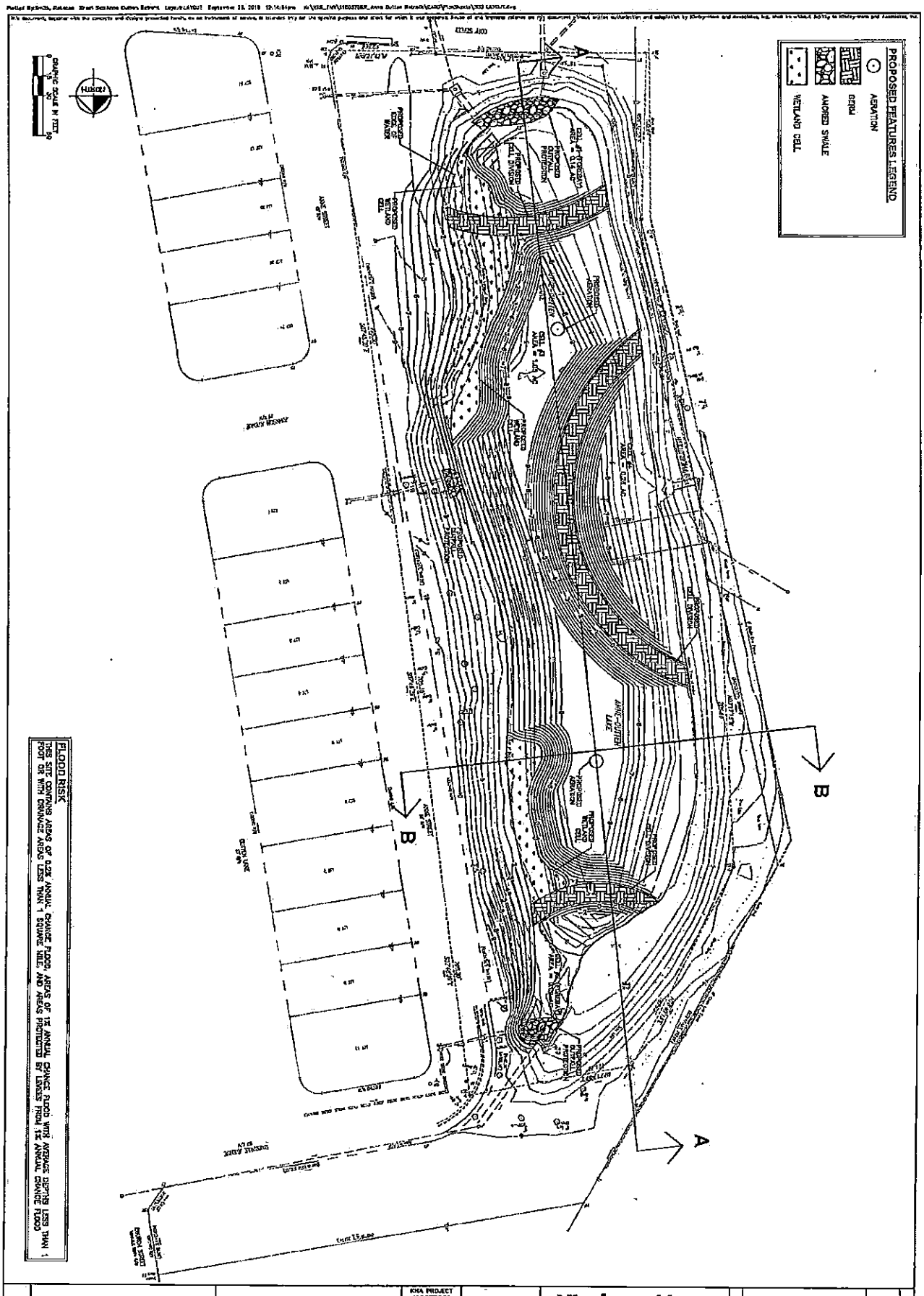
Kimley»Horn

KHA PROJECT 115037069
DATE 09/30/15
SCALE AS SHOWN
DESIGNED BY RAW
DRAWN BY RMS
CHECKED BY DMP

EXISTING CONDITIONS

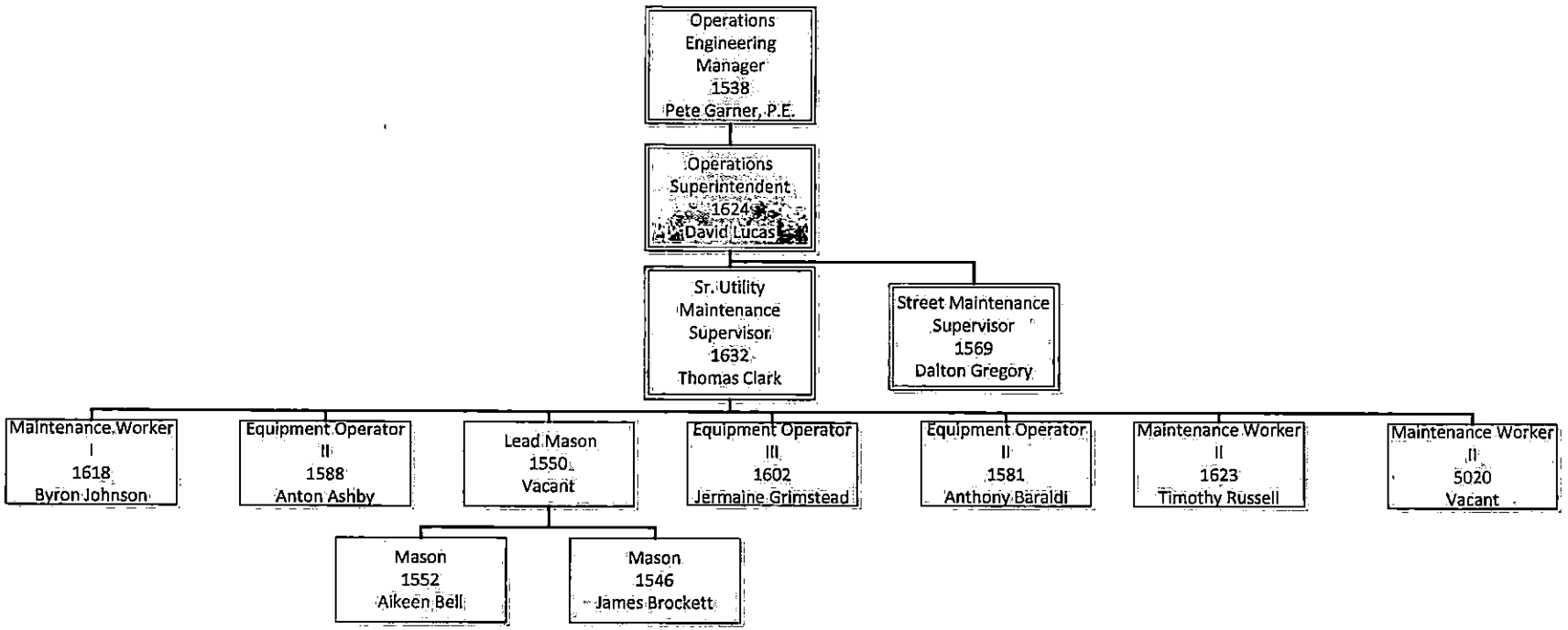
ANNE OUTTEN RETROFIT
PREPARED FOR
CITY OF NORFOLK
CITY OF NORFOLK VIRGINIA

SHEET NUMBER
4



SHEET NUMBER 5	ANNE OUTTEN RETROFIT PREPARED FOR CITY OF NORFOLK CITY OF NORFOLK VIRGINIA	LAYOUT	KHA PROJECT 118057089 DATE 09/30/19 SCALE AS SHOWN DESIGNED BY RAW DRAWN BY RMS CHECKED BY DVP	Kimley»Horn © 2015 KIMLEY-HORN AND ASSOCIATES, INC. 4500 MAIN STREET, SUITE 500, VIRGINIA BEACH, VA 23462 PHONE: 757-213-8000 FAX: 757-[illegible] WWW.KIMLEY-HORN.COM	No. REVISIONS DATE BY

Department of Public Works
Public Works Operations
Zone 5 – Wards Corner, Sewells Point, Northshore, Sussex, Titustown Suburban, Roland Park, Talbot Park, Edgewater-Larchmont, Denby Park, Chesapeake Manor, Coronado, Colonial Place, N. Colley, Lamberts PT-ODU
Updated 07/27/2016



C: Dir., Norfolk Commonwealth Attorney's Office

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

From: Gregory D. Underwood
Norfolk Commonwealth's Attorney

Subject: Victim Witness Assistance Program Grant

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-19**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Commonwealth Attorney's Office

III. **Description:**
This agenda item is an ordinance to accept a grant award in the amount of $715,553 from the Virginia Department of Criminal Justice Services ("VDCJS") for the Victim/Witness Assistance Program (the "program"), authorize the expenditure of the grant funds for the program, and authorize the employment of 13 persons in a special project employment status.

IV. **Analysis**
The grant is for a 12-month period and will provide salary, fringe benefits and operational expenses for 13 persons, who will assist crime victims inside and outside of the courtroom by encouraging their cooperation and participation in the program, as well as increasing their understanding of the criminal justice system and their rights as explained in the Victims' Bill of Rights. The grant also provides additional computer equipment for new advocates, and funds for training of Victim/Witness Advocates, parking for victims/witnesses, and office supplies.

V. **Financial Impact**
There is no local matching or percentage funding requirement for this grant. This is an increase of $316,317 over last year and also provides for an increase of four employees.

VI. **Environmental**
N/A

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

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter has been coordinated with the Commonwealth Attorney's Office and the City Attorney's Office.

Supporting Material from the Commonwealth Attorney's Office:

- Ordinance

/22/16 - bjl

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Commonwealth Attorney's Office

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.

8/23/16

$ 715,553.00 — 2275-120-8109-9188 (Account)

Director of Finance — 8/23/16 (Date)

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING A VICTIM WITNESS GRANT AWARD OF $715,553.00 FROM THE VIRGINIA DEPARTMENT OF CRIMINAL JUSTICE SERVICES FOR THE CONTINUATION OF THE FY17 VICTIM/WITNESS ASSISTANCE PROGRAM, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE GRANT FUNDS FOR THE PROGRAM AND AUTHORIZING THE EMPLOYMENT OF THIRTEEN (13) PERSONS FOR THE PROGRAM IN A SPECIAL PROJECT EMPLOYMENT STATUS.

- - -

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

Section 1:- That a $715,553.00 grant award from the Virginia Department of Criminal Justice Services, for the Victim/Witness Assistance Program, is hereby accepted.

Section 2:- That $715,553.00 in grant funds are hereby appropriated and authorized to be expended for the FY17 Victim/Witness Assistance Program, according to the terms and conditions of the Victim Witness Program, if and when the funds are made available from the Virginia Department of Criminal Justice Services.

Section 3:- That the City Manager is hereby authorized to employ thirteen (13) persons in the FY17 Victim/Witness Assistance Program, in a Special Project employment status, which persons shall be entitled to participate in health insurance programs and other benefits, as eligible, made available to permanent, full-time City employees. Such special project employees serve at the will of the City Manager with regard to their continued employment and they serve with no right to grieve any employment action. The City Manager's administrative assignment of such employees to the operational supervision and control of a Constitutional Officer or other non-City agency shall not affect their employment status, which shall continue to be governed by City Code Section 2.1-10 et seq. The Commonwealth's Attorney shall notify the City's Director of Human Resources immediately upon taking such action to terminate the placement of such special project employees

in his office, so that the City Manager may review their City employment status and timely make his decision regarding their continued employment.

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

COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Francine C. Ecker
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 786-8732

July 25, 2016

Mr. Marcus D. Jones
City Manager
City of Norfolk
810 Union Street, Ste 1101
Norfolk, VA 23510-8001

Title: Victim Witness Program

Dear Mr. Jones:

I am pleased to advise you that grant number **17-W8576VG15** for the above-referenced grant program has been approved in the amount of $536,665.00 in Federal Funds and $178,888.00 in State General Funds for a total award of $715,553.00.

Enclosed you will find a Statement of Grant Award and a Statement of Grant Award Special Conditions. To indicate your acceptance of the award and conditions, please sign the award acceptance and return it to Janice Waddy, Grants Administrator, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as some require action on your part before we will disburse grant funds.

Also, enclosed are the Post Award Instructions and Reporting Requirements. Please refer to and read this information carefully as it contains details on processing financial and progress reports, as well as requesting awarded funds. ***Remember all financial and progress reports, budget amendment requests and request for funds must be processed through our online Grants Management Information System (GMIS).***

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please contact Julia Fuller-Wilson at (804) 371-0386 or by email at julia.fuller-wilson@dcjs.virginia.gov.

Sincerely,

Francine C. Ecker
Director

Enclosures

cc: The Hon. Gregory D. Underwood, C'wealth's Atty.
Ms. Christine Garczynski, Director of Finance
Ms. Julia Fuller-Wilson, DCJS Monitor

Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

Statement of Grant Award/Acceptance

Subgrantee: Norfolk City

Date: July 26, 2016

Grant Period:
From: 07/01/2016 **Through:** 06/30/2017

Grant Number: 17-W8576VG15

Project Director	Project Administrator	Finance Officer
The Hon. Gregory D. Underwood Commonwealth's Attorney City of Norfolk 800 E. City Hall Ave., Ste 600 Norfolk, VA 23510 Phone: (757) 664-4835 Email: gregory.underwood@norfolk.gov	Mr. Marcus D. Jones City Manager City of Norfolk 810 Union Street, Ste 1101 Norfolk, VA 23510-8001 Phone: (757) 664-4242 Email: marcus.jones@norfolk.gov	Ms. Christine Garczynski Director of Finance City of Norfolk 810 Union Street, Ste. 600 Norfolk, VA 23510-8004 Phone: (757) 664-4346 Email: christine.garczynski@norfolk.gov

Grant Award Budget

Budget Categories	DCJS Funds Federal	General	Special	Local	TOTALS
Travel	$0	$0	$0	$0	$0
Supplies/Other	$0	$0	$0	$0	$0
Personnel	$0	$0	$0	$0	$0
Indirect Cost	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0
Consultant	$0	$0	$0	$0	$0
Totals	$536,665	$178,888	$0	$0	$715,553

This grant is subject to all rules, regulations, and criteria included in the grant guidelines and the special conditions attached thereto.

Francine C. Ecker, Director

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this day of , 20 .

Signature:

Title: City Manager

STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

For the Victim Witness Assistance Grant Program – Localities	
Subgrantee: Norfolk City	Grant Number: 17-W8576VG15
Federal Catalog Number: 16.575	
Title: Victim Witness Program	Date: July 25, 2016

The following conditions are attached to and made a part of this grant award:

1. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:

   - to use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
   - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
   - to comply with all terms, conditions and assurances either attached to this award or submitted with the grant application;
   - to comply with the "Victim/Witness Grant Program Fiscal Year 2017 and 2018 Program Guidelines and Application Procedures," dated February 8, 2016 and its Attachments. This includes compliance with Attachment 6- - "Final Program Guidelines, Victims of Crime Act, FFY 1997, Victim Assistance Program," and includes a requirement that subgrantees maintain daily time and attendance records. (See Section B,8).

2. The subgrantee agrees to submit, on or before scheduled due dates, such reports as requested by DCJS on required forms. This includes filing required reports using the Client Information Management System (CIMS) and the online Grants Management Information System (GMIS).

3. The subgrantee agrees that it and all its contractors will comply with the following federal civil rights laws as applicable:

   - Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d) and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
   - The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
   - Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
   - Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;
   - Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
   - The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
   - The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding for inherently religious activities (28 C.F.R. Part 38).
   - The Juvenile Justice and Delinquency Prevention Act of 1974, as amended, which prohibits discrimination in both employment and the delivery of services or benefits based on race, color, national origin, religion, and sex in JJDPA-funded programs or activities (42.U.S.C. § 5672(b)).
   - Section 1407 of the Victims of Crime Act (VOCA), as amended, which prohibits discrimination in both employment and the delivery of services or benefits on the basis of race, color, national origin, religion, sex, and disability in VOCA-funded programs or activities. (42 U.S.C. § 10604).

Statement of Grant Award Special Conditions (Continued)

4. The Subgrantee agrees that none of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

5. The Subgrantee agrees that notwithstanding any other provisions of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat 1267; 5 U.S.C. App) and section 3145 of title 40, United States Code.

6. The Subgrantee will promptly refer to DOJs Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (1) submitted a false claim for grant funds under the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

7. The Subgrantee cannot use any federal funds, either directly or indirectly, in support of any contact or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP. In addition, the grantee will provide OVC with a draft copy of the letter of special condition for approval within 15 days.

8. The subgrantee agrees that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

9. Grant funds, including state and local match, may be expended and/or obligated during the grant period. All legal obligations must be liquidated no later than 90 days after the end of the grant period. The grant recipient agrees to supply a final grant financial report and return all received and unexpended grant funds (exclusive of local match) to DCJS within 90 days after the end of the grant liquidation period.

10. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.

11. Subgrantee may follow their own established travel rates if they have an established travel policy. If subgrantee does not have an established policy, then they must adhere to state travel policy. The state allows reimbursement for actual reasonable expenses. Please refer to the following IRS website for the most current mileage rate: http://www.irs.gov/taxpros/article/0,,id=156624,00.html: Transportation costs for air and rail must be at coach rates.

12. Within 60 days of the starting date of the grant, the subgrantee must initiate the project funded. If not, the subgrantee must report to the DCJS, by letter, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the subgrantee must obtain approval in writing from the DCJS for a new implementation date or the DCJS may cancel and terminate the project and redistribute the funds.

13. **No amendment to the approved budget may be made without the prior approval of DCJS. No more than two (2) budget amendments will be permitted during the grant period. Budget amendments must be requested using the online Grants Management Information System, (GMIS), accompanied with a narrative. No budget amendments will be allowed after April 30, 2017.**

14. The subgrantee agrees to forward a copy to the DCJS of the scheduled audit of this grant award.

15. All purchases for goods and services must comply with the Virginia Public Procurement Act. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS. Permission to make sole source procurements must be obtained from DCJS in advance.

Statement of Grant Award Special Conditions (Continued)

16. Acceptance of this grant award by the local government applicant constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accord with the local government's established employment and personnel policies; and assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.

17. Any delegation of responsibility for carrying out grant-funded activities to an office or department not a part of the local government must be pursuant to a written memorandum of understanding by which the implementing office or department agrees to comply with all applicable grant terms, conditions and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions and assurances of the grant award.

18. PROJECT INCOME: Any funds generated as a direct result of DCJS grant funded projects are deemed project income. Project income must be reported on forms provided by DCJS. The following are examples of project income: Service fees; Client fees; Usage or Rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).

19. The recipient is required to certify and ensure that all aspects of personnel management and employment practices will be conducted in accordance with their local unit of government or state agency procedures, promoting equal employment opportunity. For example, the recipient must advertise for positions, interview candidates, hire, supervise, discipline, and separate program personnel in accordance with their local unit of government or state agency procedures promoting equal employment opportunity. Additionally, grantees must promptly notify DCJS whenever grant funded positions are vacated and must notify DCJS when such positions are filled.

20. All new Computer Processing Units (CPU's) purchased with grant funds must be protected by anti-virus software, which must be updated, as necessary. Before purchasing new computer equipment, the recipient is strongly encouraged to consult DCJS' IT Contact Specialists at (804) 786-4576 or (804) 225-4868, regarding any questions about basic CIMS installation requirements and compatibility.

21. In accordance with VOCA guidelines, grant funds may support membership in no more than three appropriate organizations.

22. No more than 5% of grant funded staff hours may be devoted to the provision services to witnesses.

23. Costs, including staff time, associated with the preparation of subpoenas cannot be supported with grant funds.

24. Email and internet access funded through the grant must be for official program use only.

25. **Any non-federal cash awarded in excess of 20% of the total grant award shall not be considered match. These non-federal funds are the only DCJS grant funds which may support appropriate service coordination or other appropriate activities advancing the delivery of direct services which may not be supported with federal funds.**

    Coordination activities may include serving on state or local task forces, commissions, working groups, coalitions, and/or multi-disciplinary teams. Coordination efforts also include developing written agreements that contribute to better and more comprehensive services to crime victims.

26. When there is any personnel change in the program, the recipient agrees to submit the DCJS Program Change/ Update form available on the DCJS website at: http://www.dcjs.virginia.gov/forms/sectionForms.cfm?code=9&program=victims.

27. Subgrantee agrees that DCJS, the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFC) and its representatives shall be granted access to and the right to examine all records, books, paper or documents related to the VOCA grant.

Statement of Grant Award Special Conditions (Continued)

28. Unless otherwise stated, Special conditions listed in item 29 must be met by September 30, 2016. If they remain unmet after this date, then the subgrantee must report to the DCJS, by letter, the steps taken to achieve compliance, the reasons for non-compliance, and the expected date of compliance. DCJS may terminate grant funding based upon unexplained or unreasonable failure to substantially comply with special conditions within reasonable specified timeframes.

29. Prior to DCJS disbursing funds, the Subgrantee must comply with the following special conditions:

    a) Please revise your budget and budget narrative to reflect the federal lodging and per diem amounts for travel expenses. Please revise your travel request to pay for only VOCA-funded staff to travel and attend trainings.

    b) Please revise your annual victim targets for Fiscal Years 17 and 18 to reflect the increase in staffing levels. (Complete "Annual Targets for Victim/Witness Program Service Objectives (Victims)")

    c) Please revise your annual witness targets for Fiscal Year 17 and 18 to reflect the increase in staffing levels. (Complete "Annual Targets for Victim/Witness Program Service Objectives (Witnesses)")

    d) FY2018 - Given adequate available funding and satisfactory program performance, DCJS currently projects a 2% annual increase in the award.

C: Dir., Cultural Facilities, Arts and Entertainment

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

September 13, 2016

From: John Rhamstine, Director
Cultural Facilities, Arts and Entertainment

Subject: Acceptance of a grant from the Virginia Commission for the Arts

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-20**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk, Commission on the Arts and Humanities

III. **Description:**
This agenda item is an ordinance to accept a Local Government Challenge Grant in the amount of $5,000 (the "grant") from the Virginia Commission for the Arts ("VCA"). The expenditure is authorized for distribution by the Norfolk Commission on the Arts and Humanities ("NCAH") in support of local arts and humanities organizations.

IV. **Analysis**
The NCAH was awarded $5,000 from the VCA. The required $5,000 cash match was appropriated by the Norfolk City Council in the Fiscal Year 2016 Budget. The City of Norfolk (the "city") has received this grant award on an annual basis so as to extend grants to local arts and humanities organizations

V. **Financial Impact**
The grant will increase the amount the NCAH is able to grant to 30 non-profit arts and humanities organizations that serve the citizens of the city.

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

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

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

VIII. Board/Commission Action

The NCAH will evaluate applications and vote to grant the funds to qualified non-profit arts and humanities organizations.

IX. Coordination/Outreach

This agenda item has been coordinated with Norfolk Commission on the Arts and Humanities, the Office of Grants Management and the City Attorney's office.

Supporting Material from the Department of Cultural Facilities, Arts and Entertainment:

- Letter from Virginia Commission for the Arts to City of Norfolk announcing award
- Letter to Virginia Commission for the Arts from Norfolk Commission on the Arts and Humanities with matching funds documentation

7/28/16 - bjt

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Cultural Affairs, Arts & Entertainment

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.

8/11/16 $ 10,000.00 2275-26-9186
Account

Director of Finance 8/11/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING $5,000 IN GRANT FUNDS FROM THE VIRGINIA COMMISSION FOR THE ARTS, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE GRANT FUNDS AND AUTHORIZING THE EXPENDITURE OF $5,000 IN LOCAL CASH MATCHING FUNDS FOR DISTRIBUTION BY THE CITY ON A COMPETITIVE BASIS TO LOCAL ARTS ORGANIZATIONS.

- - -

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

Section 1:- That $5,000 in grant funds from the Virginia Commission for the Arts are hereby accepted for distribution by the City on a competitive basis in support of local arts organizations.

Section 2:- That $5,000 is hereby appropriated and authorized for expenditure, if and when the funds are made available from the Virginia Commission for the Arts for distribution of the funds by the City to local arts organizations.

Section 3:- That the expenditure of $5,000 in heretofore-appropriated funds is hereby authorized as the City's local cash match for the distribution of funds by the City to local arts organizations.

Section 4:- That the City Manager is authorized to do all things necessary to receive the funds and to carry out the funds distribution.

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

COMMONWEALTH of VIRGINIA

Commission for the Arts

1001 EAST BROAD STREET, SUITE 330
RICHMOND,VIRGINIA 23219-2010

June 24, 2016

BOARD/COMMISSION MEMBERS

CHARLES G. ELLIS, CHAIR
DANVILLE, VA

SHARRON KITCHEN MILLER, VICE CHAIR
NEWPORT NEWS, VA

SHELLY KRUGER WEISBERG, SECRETARY
WILLIAMSBURG, VA

FAYE BAILEY
PORTSMOUTH, VA

ROBERT (BOB) BEHR
CHINCOTEAGUE ISLAND, VA

DOROTHY S. BLACKWELL
LEXINGTON, VA

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SPOTSYLVANIA, VA

JAY H. DICK
ALEXANDRIA, VA

RONALD FABIN
BERRYVILLE, VA

JO HODGIN
ANNANDALE, VA

WANDA JUDD
CHESTERFIELD, VA

JOHN V. RAINERO
BRISTOL, VA

GRACE HAN WOLF
HERNDON, VA

MARGARET G. VANDERHYE
EXECUTIVE DIRECTOR

Marcus Jones, City Manager
Norfolk, City of
810 Union Street
Norfolk, VA 23510

Grant I.D. #: 17-0417 **Local Government Challenge Grant: $5,000**
Federal I.D. #: 546001455 **Vendor I.D. #** 0000050446

Dear Mr. Jones:

It is a pleasure to inform you that the Virginia Commission for the Arts has awarded your locality a Local Government Challenge Grant for FY17 in the amount on the reference line above.

Your signature on the certification of assurances attached to the application indicated your agreement to the grant conditions. Any changes in the distribution of either the local or state funds must be reported to the Commission staff. In all published materials and announcements about your local re-granting program, acknowledgement must be made that the program is partially supported by the Virginia Commission for the Arts and the National Endowment for the Arts. High resolution logos for the VCA and NEA can be downloaded from the Commission website www.arts.virginia.gov

In order to release the funds, the Commission must receive written confirmation that your local government has fulfilled the matching requirement no later than **February 1, 2017**. The requirement is met through an appropriation of 2016 - 2017 local tax revenues for arts organizations matching or exceeding the amount of the grant. The confirmation letter must include a list of the organizations that received funding and the total amount, including a breakout of the Commission's $ share and the local government's $ share, awarded to each organization. This confirmation must take the form of the appropriate page of your jurisdiction's approved 2016 - 2017 budget and/or a copy of the check(s) to the sub-grantee(s).

The Commission is grateful for your contribution in making high quality arts activities available to the citizens of Virginia. Please accept our best wishes for your continued success.

Sincerely,

Margaret Vanderhye
Executive Director

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
ADAM D. MELITA
HEATHER A. MULLEN
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
JACK E. CLOUD
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MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS
MICHAEL A. BEVERLY

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

R-21

Re: Ordinance Amending Ordinance No. 46,499 Granting Exemption from Real Estate Taxes for Real Property of First Baptist Church of Campostella so as to Correct the Number of Parcels and the Revenue Impact to the City and its Taxpayers from $5,439.89 to $525.30

Dear Ladies and Gentlemen:

This agenda item is an ordinance amending Ordinance No. 46,499 for First Baptist Church of Campostella Trust ("FBCCT") which failed to timely complete their exemption applications. For two parcels the refund is retroactive to September 1, 2014 and one parcel retroactive to January 1, 2015. This ordinance corrects the number of parcels listed in the title of the ordinance and corrects the stated revenue impact to the City from $5,439.89 to $525.30.

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

8/2/15 sb

Form and Correctness Approved:

By Martha P. McBride
Office of the City Attorney

Contents Approved:

By
DEPT. REAL ESTATE ASSESSOR

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AMENDING ORDINANCE NO. 46,499, REGARDING THE EXEMPTION FROM REAL ESTATE TAXES FOR TWO PARCELS OF REAL PROPERTY OF FIRST BAPTIST CHURCH OF CAMPOSTELLA TRUST RETROACTIVE TO SEPTEMBER 1, 2014 AND ONE PARCEL OF REAL ESTATE RETROACTIVE TO JANUARY 1, 2015 **SO AS TO** CORRECT THE NUMBER OF PARCELS AND THE REVENUE IMPACT TO THE CITY AND ITS TAXPAYERS FOR GRANTING RETROACTIVE EXEMPTION FROM $5,439.89 TO $525.30.

- - -

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

Section 1:- That Ordinance No. 46,499 entitled "An Ordinance Granting an Exemption from Real Estate Taxes for Three Parcels of Real Property of First Baptist Church of Campostella Trust Retroactive to September 1, 2014 and One Parcel of Real Estate Retroactive to January 1, 2015" is hereby amended so as to correct the number of parcels and the revenue impact to the City and its taxpayers for granting retroactive exemption amount from $5,439.89 to $525.30.

Section 2:- That this ordinance shall be in effect from and after the date of its adoption.

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
JACK E. CLOUD
HEATHER A. MULLEN
DEREK A. MUNGO
TAMELE YVETTE HOBSON
NADA N. KAWWASS
ADAM D. MELITA
MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Canon Solutions America, Inc.

R-22

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Canon Solutions America, Inc. the amount of $14,598.74 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $14,598.74, plus interest.

Respectfully submitted,

Adam Melita, Deputy City Attorney, for

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

8/8/2016MR
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.

$ 14,598.74 (Refund) 1000 105020 4022 (Account)

$ 486.61 (Interest) 1000 105020 4024 (Account)

_____ 8/18/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO CANON SOLUTIONS AMERICA, INC. BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAXES FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by Canon Solutions American, Inc. for the tax year 2016 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 $14,598.74, plus interest; now, therefore

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

Section 1:- That $14,598.74, plus interest at the rate established by applicable law, is hereby appropriated for a refund to Canon Solutions America,

Inc.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Canon Solutions America, Inc. in the amount specified above as soon as practicable upon passage of this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Canon Solutions America Inc.
Account Number
808123/913003

July 29, 2016

Overview:

Taxpayer paid statutory assessment on business personal property. When a filing detailing taxpayer's actual business personal property was received and calculated, taxpayer should be refunded the difference between the statutory assessment and the actual assessment.

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 **$14,598.74** for the 2017 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 **$14,598.74.**

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 $14,598.74 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: 8/14/16

Adam Melito, Deputy City Attorney, for
Bernard Pishko, City Attorney — Date: 8/11/2016

Interest calculation for Canon Solutions

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							
2014							
2015							
2016	$ 14,598.74		$ 14,598.74	4	0.83%	3.333%	$ 486.61
Total Combined Refund:							$ 15,085.35

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
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ADAM D. MELITA
MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
F. Sullivan Callahan, PLC

R-23

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to F. Sullivan Callahan, PLC the amount of $2,538.82 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $2,538.82, plus interest.

Respectfully submitted,

Bernard A. Pishko
City Attorney

Adam Melita, Deputy City Attorney, for

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

8/8/2016MR
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.

$ 2,538.82 (Refund) 1000 105 020 4022 (Account) ba

$ 84.62 (Interest) 1000 105 020 4024 (Account) ba

_____ (Director of Finance) 8/18/16 (Date)

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO F. SULLIVAN CALLAHAN, PLC BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAXES FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by F. Sullivan Callahan, PLC for the tax year 2016 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 $2,538.82, plus interest; now, therefore

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

Section 1:- That $2,538.82, plus interest at the rate established by applicable law, is hereby

appropriated for a refund to F. Sullivan Callahan, PLC.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to F. Sullivan Callahan, PLC 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:

F. Sullivan Callahan PLC
Account Number
28228/022144

July 29, 2016

Overview:

Taxpayer paid statutory assessment on business personal property. When a filing detailing taxpayer's actual business personal property was received and calculated, taxpayer should be refunded the difference between the statutory assessment and the actual assessment.

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 **$2,538.82** for the 2017 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 **$2,538.82.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $2,538.82 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: 8/4/16

Adam Melita, Deputy City Attorney, for
Bernard Pishko, City Attorney — Date: 8/4/2016

Interest calculation for F. Sullivan Callahan, PLC

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							
2014							
2015							
2016	$ 2,538.82		$ 2,538.82	4	0.83%	3.333%	$ 84.62
Total Combined Refund:							$ 2,623.44

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
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MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Hudson-NIA JV of Norfolk, Inc.

R-24

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Hudson-NIA JV of Norfolk, Inc. in the amount of $18,313.13 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $18,313.13, plus interest.

Respectfully submitted,

Adam Melita, Deputy City Attorney, for

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

8/8/2016MR
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.

$ 18,313.13 1000105 020 4022 / ~~1000020 4022~~
Refund Account

$ 610.41 1000105 020 4024
Interest Account

_____ 8/18/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO HUDSON-NIA JV OF NORFOLK, INC. BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAXES FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by Hudson-NIA JV of Norfolk, Inc. for the tax year 2016 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 $18,313.13, plus interest; now, therefore

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

Section 1:- That $18,313.13, plus interest at the rate established by applicable law, is hereby

appropriated for a refund to Hudson-NIA JV of Norfolk, Inc.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Hudson-NIA JV of Norfolk, Inc. in the amount specified above as soon as practicable upon passage of this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Hudson NIA JV of Norfolk, Inc.
Account Number
48997/029412

July 29, 2016

Overview:

Taxpayer paid statutory assessment on business personal property. When a filing detailing taxpayer's actual business personal property was received and calculated, taxpayer should be refunded the difference between the statutory assessment and the actual assessment.

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 **$18,313.13** for the 2017 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 **$18,313.13.**

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 $18,313.13 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: 8/4/16

Adam Melita, Deputy City Attorney, for
Bernard Pishko, City Attorney — Date: 8/11/2016

Interest calculation for Hudson NIA JV of Norfolk, Inc.

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							
2014							
2015							
2016	$ 18,313.13		$ 18,313.13	4	0.83%	3.333%	$ 610.41
Total Combined Refund:							$ 18,923.54

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

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
LP Norfolk LLC

R-25

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to LP Norfolk LLC in the amount of $5,124.01 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $5,124.01, plus interest.

Respectfully submitted,

Adam Melita, Deputy City Attorney, for

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

8/8/2016MR
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.

$ 5,124.01 (Refund) 1000105020402 2 (Account)
$ 170.79 (Interest) 1000105020402 4 (Account)

_____ (Director of Finance) 8/15/16 (Date)

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO LP NORFOLK LLC BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAXES FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by LP Norfolk LLC for the tax year 2016 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 $5,124.01, plus interest; now, therefore

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

Section 1:- That $5,124.01, plus interest at the rate established by applicable law, is hereby appropriated for a refund to LP Norfolk LLC.

Section 2:- That the Treasurer of the City of

Norfolk is hereby directed to issue a refund to LP Norfolk 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:

LP Norfolk LLC
Account Number
808123/913003

July 29, 2016

Overview:

Taxpayer paid statutory assessment on business personal property. When a filing detailing taxpayer's actual business personal property was received and calculated, taxpayer should be refunded the difference between the statutory assessment and the actual assessment.

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 **$5,124.01** for the 2017 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 **$5,124.01.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $5,124.01 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: 8/4/16

Adam Melnick, Deputy City Attorney, for
Bernard Pishko, City Attorney — Date: 8/11/2016

Interest calculation for LP Norfolk, LLC

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							
2014							
2015							
2016	$ 5,124.01		$ 5,124.01	4	0.83%	3.333%	$ 170.79
Total Combined Refund:							$ 5,294.80

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

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Macy's Retail Holdings, Inc.

R-26

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Macy's Retail Holdings, Inc. in the amount of $12,554.75 based upon the overpayment of its Business License Tax for the tax year 2016, resulting in a refund due of $12,554.75, 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

7/20/2016MR
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.

$ 12,554.75 (Refund) 1000 104 010 4101 01 (Account)

$ 313.87 (Interest) 1000 104 010 4101 03 (Account)

_____ 8/9/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO MACY'S RETAIL HOLDINGS, INC. BASED UPON THE OVERPAYMENT OF ITS BUSINESS LICENSE TAX FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business license tax was erroneously overpaid by Macy's Retail Holdings, Inc. for the tax year 2016, 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 $12,554.75, plus interest; now, therefore

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

Section 1:- That $12,554.75, plus interest at the rate established by applicable law, is hereby appropriated for a refund to Macy's Retail Holdings, Inc. for the tax year 2016.

Section 2:- That the Treasurer of the City of

Norfolk is hereby directed to issue a refund to Macy's Retail Holdings, Inc. in the amount specified above as soon as practicable upon passage of this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Macy's Retail Holdings Inc.
Account Number
79093/016525

July 19, 2016

Overview: Macy's ceased its retail operation in Norfolk on March 20, 2016. Macy's is requesting the unused balance of its 2016 business license. The taxpayer is seeking a refund of $12,554.75.

In compliance with ***Norfolk Code § 24-7***, the Commissioner of the Revenue's files pertaining to this request are available for inspection by the City Attorney.

Fiscal Impact:

This refund reduces business license tax revenue by **$12,554.75** for the 2017 fiscal year.

Conclusion:

It is recommended that the City Attorney consent to the issuance of the refund and call for City Council to direct the City Treasurer to refund the business license overpayment of **$12,554.75.**

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 $12,554.75 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business License Taxes.

C. Evans Poston, Jr., Commissioner of the Revenue — Date 7/19/16

Bernard Pishko, City Attorney — Date 7/20/16

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
JACK E. CLOUD
HEATHER A. MULLEN
DEREK A. MUNGO
TAMELE YVETTE HOBSON
NADA N. KAWWASS
ADAM D. MELITA
MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

R-27

Re: Tax Overpayment
Merrill Lynch, Pierce, Fenner & Smith Incorporated

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Merrill, Lynch, Pierce, Fenner & Smith Incorporated in the amount of $16,771.00 based upon the overpayment of its Business Personal Property Tax for the tax year 2015, resulting in a refund due of $16,771.00, plus interest.

Respectfully submitted,

Adam Melita, Deputy City Attorney, for

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

8/8/2016MR

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.

$ 16,771.00 (Refund) 1000105020 4022 (Account) be

$ 559.01 (Interest) 1000105020 4024 (Account) be

_____ 8/12/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAXES FOR THE TAX YEAR 2015.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by Merrill Lynch, Pierce, Fenner & Smith Incorporated for the tax year 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 $16,771.00, plus interest; now, therefore

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

Section 1:- That $16,771.00, plus interest at the rate established by applicable law, is hereby

appropriated for a refund to Merrill Lynch, Pierce, Fenner & Smith Incorporated.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Merrill Lynch, Pierce, Fenner & Smith Incorporated 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:

Merrill Lynch Pierce Fenner & Smith
Account Number
74854/004559

July 29, 2016

Overview:

Taxpayer paid statutory assessment on business personal property. When a filing detailing taxpayer's actual business personal property was received and calculated, taxpayer should be refunded the difference between the statutory assessment and the actual assessment.

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 **$16,771.00** for the 2017 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 **$16,771.00.**

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 $16,771.00 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business Personal Property Taxes.

Chief Deputy for

C. Evans Poston, Jr., Commissioner of the Revenue — 8/12/16 Date

Alan Rutila, Deputy City Attorney, for

Bernard Pishko, City Attorney — 8/11/2016 Date

Interest calculation for Merrill Lynch Pierce Fenner & Smith

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							
2014							
2015							
2016	$ 16,771.00		$ 16,771.00	4	0.83%	3.333%	$ 559.01
Total Combined Refund:							$ 17,330.01

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

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
North Title, LLC

R-28

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to North Title, LLC in the amount of $2,974.73 based upon the overpayment of its Business Professional and Occupational License Tax for the tax years 2013 through 2016, resulting in a refund due of $2,974.73, 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

7/27/2016
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.

$ 2,974.73 (Refund) 1000 104 010 4101 0 (Account)
$ 347.12 (Interest) 1000 104 010 4101 03 (Account)

Director of Finance 8/9/16 Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO NORTH TITLE, LLC BASED UPON THE OVERPAYMENT OF ITS BUSINESS PROFESSIONAL AND OCCUPATIONAL LICENSE TAX FOR THE TAX YEARS 2013 THROUGH 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business professional and occupational license tax was erroneously overpaid by North Title, LLC for the tax years 2013 through 2016 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 $2,974.73, plus interest; now, therefore

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

Section 1:- That $2,974.73, plus interest at the rate established by applicable law, is hereby appropriated for a refund to North Title, LLC.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to North Title, 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:

North Title LLC
Account Number
87120/044382

July 22, 2016

Overview: The Commissioner of the Revenue has determined the above business qualifies as a title insurance business and is exempt from BPOL under the Code of Virginia § 58.1-3703(C)11. The commissioner is refunding of the last four years of BPOL taxes.

In compliance with ***Norfolk Code § 24-7***, the Commissioner of the Revenue's files pertaining to this request are available for inspection by the City Attorney.

Fiscal Impact:

This refund reduces business license tax revenue by **$2,974.73** for the 2017 fiscal year.

Conclusion:

It is recommended that the City Attorney consent to the issuance of the refund and call for City Council to direct the City Treasurer to refund the business license overpayment of **$2,974.73.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $2,974.73 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business License Taxes.

C. Evans Poston, Jr., Commissioner of the Revenue — Date: 7/26/16

Bernard Pishko, City Attorney — Adam Melita, Deputy City Attorney, for — Date: 8/3/2016

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

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Orion Marine Construction, Inc.

R-29

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Orion Marine Construction, Inc. in the amount of $3,490.55 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $3,490.55, plus interest.

Respectfully submitted,

Adam Melita, Deputy City Attorney, for

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

8/8/2016MR
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.

$ 3,490.55 (Refund) 1000 105 020 4022 (Account)

$ 116.35 (Interest) 1000 105 020 4024 (Account)

_____ (Director of Finance) 8/18/16 (Date)

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO ORION MARINE CONSTRUCTION, INC. BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAXES FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by Orion Marine Construction, Inc. for the tax year 2016 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 $3,490.55, plus interest; now, therefore

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

Section 1:- That $3,490.55, plus interest at the rate established by applicable law, is hereby

appropriated for a refund to Orion Marine Construction, Inc.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Orion Marine Construction, Inc. in the amount specified above as soon as practicable upon passage of this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Orion Marine Construction, Inc.
Account Number
728410/912925

August 1, 2016

Overview:

Taxpayer moved to Chesapeake on March 1, 2015. Taxpayer failed to inform this office of the move and paid the 2016 business personal property bill. Taxpayer is requesting a refund of the 2016 tax payment.

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 **$3,490.55** for the 2017 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 **$3,490.55.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $3,490.55 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 — 8/4/16 Date

Allan Melita, Deputy City Attorney, for
Bernard Pishko, City Attorney — 8/11/2016 Date

Interest calculation for Orion Marine Construction, Inc.

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							
2014							
2015							
2016	$ 3,490.55		$ 3,490.55	4	0.83%	3.333%	$ 116.35
Total Combined Refund:							$ 3,606.90

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
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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

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Pierce & Thornton PLC

R-30

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Pierce & Thornton PLC in the amount of $6,298.40 based upon the overpayment of its Business License Tax for the tax year 2016, resulting in a refund due of $6,298.40, 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

7/27/2016MR

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.

$ 6,298.40 (Refund) 1000 104 010 4101 01 (Account)

$ 157.46 (Interest) 1000 104 010 4101 03 (Account)

_____ 8/9/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO PIERCE & THORNTON PLC BASED UPON THE OVERPAYMENT OF ITS BUSINESS LICENSE TAX FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business license tax was overpaid by Pierce & Thornton PLC for the tax year 2016 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 is entitled to a refund of excess taxes paid, based on the corrected assessment, in the amount of $6,298.40, plus interest; now, therefore

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

Section 1:- That $6,298.40, plus interest at the rate established by applicable law, is hereby appropriated for a refund to Pierce & Thornton PLC.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Pierce & Thornton PLC 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:

Pierce & Thornton
Account Number
97511/025131

July 22, 2016

Overview: Taxpayer has moved to Virginia Beach and is requesting a pro-rated refund of its 2016 business license.

In compliance with ***Norfolk Code § 24-7***, the Commissioner of the Revenue's files pertaining to this request are available for inspection by the City Attorney.

Fiscal Impact:

This refund reduces business license tax revenue by **$6,298.40** for the 2017 fiscal year.

Conclusion:

It is recommended that the City Attorney consent to the issuance of the refund and call for City Council to direct the City Treasurer to refund the business license overpayment of **$6,298.40.**

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 $6,298.40 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business License Taxes.

C. Evans Poston, Jr., Commissioner of the Revenue — 7/26/16 Date

Bernard Pishko, City Attorney — Adam Melita, Deputy City Attorney, for — 8/3/2016 Date

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
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

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Universal Air Products Corporation

R-31

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Universal Air Products Corporation the amount of $3,730.51 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $3,730.51, 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

8/17/2016MR
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.

$ 3,730.51 (Refund) 1000 105 020 4022 (Account)
$ 93.26 (Interest) 1000 105 020 4024 (Account)

Director of Finance 8/25/16 Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO UNIVERSAL AIR PRODUCTS CORPORATION BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAXES FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by Universal Air Products Corporation for the tax year 2016 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 $3,730.51, plus interest; now, therefore

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

Section 1:- That $3,730.51, plus interest at the rate established by applicable law, is hereby

appropriated for a refund to Universal Air Products Corporation.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Universal Air Products Corporation 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:

Universal Air Products Corp
Account Number
122078/022636

August 5, 2016

Overview:

Taxpayer had an extension until June 1, 2016. The taxpayer filed late and paid the statutory assessment plus the late filing penalty. We are refunding the difference between the statutory tax amount and the actual tax amount.

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 **$3,730.51** for the 2017 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 **$3,730.51.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $3,730.51 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 8/16/16

Bernard Pishko, City Attorney — Date 8/17/16

City of Norfolk
Virginia

Office of the City Clerk

September 13, 2016

R-32

To the Honorable Council
City of Norfolk, Virginia

Ladies and Gentlemen:

Transmitted herewith from the General Registrar is an Abstract of Votes cast in the City of Norfolk at the Special Election held on August 23, 2016, pursuant to Section 24.2-675 of the *Code of Virginia*.

Respectfully submitted.

R. Breckenridge Daughtrey
City Clerk

Recommended Action: Receive and File.

810 UNION STREET • SUITE 1006 • NORFOLK, VIRGINIA 23510 • (757) 664-4253 • FAX (757) 664-4290

ABSTRACT of VOTES

Cast in NORFOLK CITY, VIRGINIA
at the 2016 August 23 Special Election held on August 23, 2016 for,

Member City Council

District: WARD 1

NAMES OF CANDIDATES ON THE BALLOT	*TOTAL VOTES RECEIVED (IN FIGURES)*
Martin A. Thomas, Jr.	592
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes] ** Please submit a Write-Ins Certification **	153
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on August 23, 2016, do herby certify that the above is a true and correct Abstract of Votes at the said election and do, therefore, determine and declare that the following person(s) has received the greatest number of votes cast for the Member City Council.

Martin A. Thomas, Jr.

Given under our hands this 24TH *day of* August, 2016

Electoral Board Seal

Henry Michael Zigmont, Chairman

Barbara H. Klear, Vice Chairman

Wendell D. Brown, Secretary

Wendell D. Brown, Secretary, Electoral Board

★ VIRGINIA ★
DEPARTMENT *of* ELECTIONS

WRITE-INS CERTIFICATION

COMPLETE THIS FORM **ONLY** IF (i) TOTAL NUMBER OF WRITE-INS IS 5% OR MORE OF THE TOTAL NUMBER OF VOTES CAST FOR OFFICE **OR** (ii) A WRITE-IN CANDIDATE WAS ELECTED TO THE OFFICE.

Norfolk
❑ COUNTY X CITY ❑ TOWN

❑ **General** X **Special Election**

Office of Elections
OFFICE TITLE

August 23 , **2016**
ELECTION DATE

MEMBER CITY COUNCIL – WARD 1
DISTRICT NAME OR NUMBER, IF APPLICABLE

TOTAL VOTES RECEIVED (IN FIGURES)

WRITE-INS - SUMMARY

1. **Invalid** Write-Ins	0	ENTER TOTAL INVALID
2. **Valid** Write-Ins	153	ENTER TOTAL VALID
3. **Total** Write-Ins [ENTER THIS FIGURE ON LINE FOR TOTAL WRITE-IN VOTES ON ABSTRACT FOR THIS OFFICE.]	153	ADD LINES 1 AND 2

VALID WRITE-INS - DETAIL

LIST **VALID** WRITE-INS IN ALPHABETICAL ORDER BELOW AND ON CONTINUATION PAGES, AS NEEDED. ALL **VALID** WRITE-INS WHEN ADDED TOGETHER MUST EQUAL TOTAL ENTERED ON LINE 2 ABOVE.

TOTAL VOTES RECEIVED (IN FIGURES)

John Andrews	1
John Condor Andrews	1
Jane Bethel	2

CONTINUED ON PAGES 2 THROUGH 2

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on August 23, 2016, do hereby certify that, with the continuation pages indicated, the above is a true and correct certification of the write-in votes cast at said election for the office indicated above.

Given under our hands this 24th day of August, 2016.

A copy teste:

Electoral Board Seal

Henry Michael Ziegenfuss, Chairman

Barbara H. Klein, Vice Chairman

Wendell D. Brown, Secretary

Wendell D. Brown Secretary, Electoral Board

WRITE-INS CERTIFICATION - CONTINUATION

Norfolk
☐ COUNTY X CITY ☐ TOWN

☐ General X Special Election

Office of Elections
OFFICE TITLE

August 23 , 2016
ELECTION DATE

MEMBER CITY COUNCIL – WARD 1
DISTRICT NAME OR NUMBER, IF APPLICABLE

VALID WRITE-INS - DETAIL (continued)

*CONTINUE TO LIST **VALID** WRITE-INS IN ALPHABETICAL ORDER BELOW AND ON ADDITIONAL CONTINUATION PAGES, AS NEEDED. ALL **VALID** WRITE-INS WHEN ADDED TOGETHER MUST EQUAL TOTAL ENTERED ON LINE 2 OF PAGE 1.*	*TOTAL VOTES RECEIVED (IN FIGURES)*
Brian Campbell	1
Nicole Carry	1
Andy Protogyrou	6
Susannah Greene Watson	1
Mark W. West	1
Martin W. West	1
Rchard West	1
Robert W. West	136
Roger West	1

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
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MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

R-33

Re: Council Meeting

Dear Ladies and Gentlemen:

Attached is an ordinance scheduling a meeting with the School Board on Tuesday, September 27, 2016 at 4:00 p.m. in the large conference room on the 10th floor of City Hall.

Respectfully,

Bernard A. Pishko
City Attorney

BAP:lm
Attachment

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

9/8/16 lm

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO SCHEDULE A MEETING BETWEEN THE CITY COUNCIL AND THE NORFOLK SCHOOL BOARD ON TUESDAY, SEPTEMBER 27, 2016 AT 4:00 P.M. IN THE LARGE CONFERENCE ROOM ON THE 10TH FLOOR OF THE CITY HALL BUILDING.

- - -

WHEREAS, Ordinance Numbered 46,186 adopted on December 15, 2015 scheduled the council meetings for 2016; and

WHEREAS, it is the desire of the Council of the City of Norfolk to meet with the Norfolk School Board on Tuesday, September 27, 2016 at 4:00 P.M. in the large conference room on the 10th floor of the City Hall Building; now, therefore,

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

Section 1:- That the Council has determined to meet with the Norfolk School Board on Tuesday, September 27, 2016 at 4:00 P.M. in the large conference room on the 10th floor of the City Hall Building.

Section 2:- That this ordinance shall be in effect from and after its adoption.

City of Norfolk
Virginia

Office of the City Clerk

September 13, 2016

To the Honorable Council
City of Norfolk, Virginia

R-34

Re: Resolution establishing a Naval Station Norfolk Centennial Commission and appointing its members

Ladies and Gentlemen:

I. **Recommended Action**: Adopt Resolution

II. **Overview:**

This item will create a commission to plan appropriate activities commemorating the 100th anniversary of Naval Station Norfolk.

III. **Analysis:**

2017 will mark the 100th anniversary of the establishment of Naval Station Norfolk and for this momentous occasion, the Council of the City of Norfolk wishes to recognize and celebrate the centennial of Naval Station Norfolk.

IV. **Conclusion**

It is recommended that City Council adoption the Resolution establishing a Naval Station Norfolk Centennial Commission and appointing its members.

Respectfully,

R. Breckenridge Daughtrey
City Clerk

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Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

Resolution

A RESOLUTION ESTABLISHING A NAVAL STATION NORFOLK CENTENNIAL COMMISSION AND APPOINTING ITS MEMBERS

WHEREAS, the Department of the Navy founded Naval Station Norfolk in 1917 on the grounds of the 1907 Jamestown Exposition following the United States entry into World War I; and

WHEREAS, by World War II, the base had become headquarters to the Atlantic Fleet with 100 ships and several air squadrons, and during the war grew by several hundred acres; and

WHEREAS, the base was a major facility in the ensuing Cold War, and during the 1970s and 1980s continued to expand to accommodate larger ships and a growing fleet; and

WHEREAS, Naval Station Norfolk is now the world's largest naval base and, together with its men and women in uniform, constitutes an important part of the extended Norfolk family, contributing in numerous and important ways to the city's quality of life; and

WHEREAS, 2017 will mark the 100th anniversary of the establishment of Naval Station Norfolk; and

WHEREAS, for this momentous occasion, the Council of the City of Norfolk wishes to recognize and celebrate the centennial of Naval Station Norfolk.

Now, Therefore, Be It RESOLVED:

Section 1: - There is hereby created the Naval Station Norfolk Centennial Commission to plan appropriate celebratory activities commemorating this historic milestone.

Section 2: - That the following persons are hereby appointed to the commission for a term beginning September 13, 2016 and expiring December 31, 2017:

a. Mayor Kenneth Cooper Alexander, chair
b. David Architzel USN (Ret), Military Economic Development Advisory Committee
c. Maryellen Baldwin, Hampton Roads Navy League
d. Barry C. Bishop, Greater Norfolk Corporation
e. Nicole B. Carry, Solutions Architect, Electronic Systems, Inc.
f. Robert E. Clarke, USN (Ret)
g. Robert P. Clinebell, Veterans Advisory Commission
h. Rob Cross, Virginia Arts Festival

i. John T. Kavanaugh USN (Ret)
j. Stephen Kirkland, Nauticus
k. Mary Miller, Downtown Norfolk Council
l. Arthur W. Moye Jr., Virginia Maritime Association
m. John F. Reinhart, Port of Virginia
n. Karen Scherberger, Festevents
o. Bryan K. Stephens, Hampton Roads Chamber of Commerce

Section 3: - That this resolution shall be in effect from and after its adoption.