CITY COUNCIL
REVISED AGENDA

TUESDAY, OCTOBER 25, 2016

Work Session Agenda

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

Dinner

Closed Session

Agenda Overview

Marcus D. Jones, City Manager

Council Interests

School Funding Formula

Sabrina Joy-Hogg, Chief Deputy City Manager

Documents:

10-25-16 EXECUTIVE SUMMARY - OVERVIEW OF SCHOOL FUNDING MODEL.PDF

School CTE Process

Sabrina Joy-Hogg, Chief Deputy City Manager

Documents:

10-25-16 EXECUTIVE SUMMARY - SCHOOL CTE PROCESS.PDF

Announcement Of Meeting

Documents:

10-25-16 ANNOUNCEMENT OF MEETING.PDF

Additional Documents

Documents:

10-25-16 DOCKET ITEM - ENTERPRISE ZONE BOUNDARY

AMENDMENT.PDF
10-25-16 DOCKET ITEM - NRHA FORMATION OF LEGAL ENTITIES.PDF
10-25-16 MINUTES OF CITY COUNCIL MEETING OF OCTOBER 11.PDF
10-25-16 OCTOBER 25 DOCKET ITEM - FY 2013 WRITE-OFFS.PDF
10-25-16 PENDING LAND USE ACTIONS.PDF
10-25-16 PRESENTATION - ENTERPRISE ZONE BOUNDARIES.PDF
10-25-2016 PRESENTATION - NRHA FORMATION OF LEGAL ENTITIES.PDF

Formal Session

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

Prayer

Prayer to be offered by Reverend Canon Win Lewis, St Luke's Church, followed by the Pledge of Allegiance.

Public Hearings

PH-1

Matter of a 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 generally)

Documents:

PH-1 CHANGE OF ZONING AT 435 VIRGINIA AVENUE - BROCK VENTURES, INC..PDF

PH-2

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **F. Sullivan Callahan**, for the closing, vacating and discontinuing a portion of 45th Street from the eastern line of **Colley Avenue**.

Documents:

PH-2 CLOSURE OF A PORTION OF 45TH ST - F. SULLIVAN CALLAHAN.PDF

PH-3

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to amend **Section 45.5-4** of the **Norfolk City Code, SO AS TO** establish new boundaries for the **Enterprise Zone**.

Documents:

PH-3 AMEND SECTION 45.5-4 OF NORFOLK CITY CODE TO AMEND ENTERPRISE ZONE BOUNDARIES.PDF

Regular Agenda

R-1

Matter of a letter from the City Manager and an Ordinance entitled, "An Ordinance approving a **Lease Agreement** between **1155 Pineridge, LLC** and the City of Norfolk for the lease of that certain property owned by 1155 Pineridge, LLC located at **1155 Pineridge Road**, and authorizing the CityManager to execute the Lease Agreement on behalf of the City of Norfolk," will be introduced in writing and read by its title.

(Passed by at the October 11, 2016 meeting)

Documents:

R-1 LEASE AGREEMENT WITH 1155 PINERIDGE, LLC - 1155 PINERIDGE RD.PDF

R-2

Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting the **Trustees of the Larchmont United Methodist Church** to encroach into the right-of-way at **1101 Jamestown Crescent** with the placement of pumpkins for the Annual Fall Fundraiser," will be introduced in writing and read by its title.

Documents:

R-2 ENCROACHMENT AT 1101 JAMESTOWN CRES - LARCHMONT UNITED METHODIST CHURCH.PDF

R-3

Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Richard G. Levin** to encroach into the right-of-way of **W. 21st Street** with a projecting sign from the building facade," will be introduced in writing and read by its title.

Documents:

R-3 ENCROACHMENT AT 539 W 21ST ST - RICHARD LEVIN.PDF

R-4

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **455 Granby, LLC** permission to encroach into the right-of-way at **455 Granby** Street approximately 130 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-4 ENCROACHMENT FOR OUTDOOR DINING AT 455 GRANBY ST - 455 GRANBY, LLC.PDF

R-5

Letter from the City Manager and an Ordinance entitled, "An Ordinance requesting the **Virginia Department of Transportation** to establish two **FY2017 Smart Scale Construction Projects**; in accordance with the **Programmatic Project Administration Agreements** between the City of Norfolk and the **Virginia Department of Transportation**; and appropriating and authorizing the

expenditure of the total sum of $5,336,605.00 for these projects, subject to and in accordance with the terms of the aforesaid Agreements," will be introduced in writing and read by its title.

Documents:

R-5 VDOT FY 2017 SMART SCALE PROGRAM.PDF

R-6

Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the **Director of Finance** to credit various accounts of the **Department of Utilities** in the total amount of $823,126.26 **SO AS TO** reflect uncollectible balances for Fiscal Year 2013," will be introduced in writing and read by its title.

Documents:

R-6 WRITE-OFF OF UNCOLLECTIBLE UTILITY BILLS FOR FY 2013.PDF

R-7

Letter from the City Manager and a Resolution entitled, “A Resolution authorizing the formation of **Legal Entities** by the **Norfolk Redevelopment and Housing Authority** to facilitate the conversion of existing assisted rental communities from low income public housing to project-based vouchers in Grandy Village and North Wellington,” will be introduced in writing and read by its title.

Documents:

R-7 FORMATION OF LEGAL ENTITIES BY NRHA.PDF

R-8

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a $404,670.00 **Grant Award** from the **U.S. Department of Homeland Security, Federal Emergency Management Agency**, appropriating and authorizing the expenditure of the funds for the FY2016 Port Security Grant Program and authorizing the expenditure of a local cash match of $134,890.00 for the purchase of equipment and to pay for training to enhance port security," will be introduced in writing and read by its title.

Documents:

R-8 ACCEPTANCE OF FY 2016 PORT SECURITY GRANT - 404,670.PDF

R-9

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $8,593.05 plus interest to **Booz Allen Hamilton 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-9 TAX OVERPAYMENT - BOOZ ALLEN HAMILTON INC. - 8,593.05 PLUS INTEREST.PDF

R-10

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $5,546.48 plus interest to **Business Interiors & Moving Services, LLC** based upon the overpayment of its Business License Tax for Tax Years 2012 through 2014," will be introduced in writing and read by its title.

Documents:

R-10 TAX OVERPAYMENT - BUSINESS INTERIORS AND MOVING SERVICES, LLC - 5,546.48 PLUS INTEREST.PDF

R-11

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $15,930.75 plus interest to **Harrell & Harrell Incorporated** based upon the overpayment of its Food and Beverage Tax for the month of July 2016," will be introduced in writing and read by its title.

Documents:

R-11TAX OVERPAYMENT - HARRELL AND HARRELL, INCORPORATED - 15,930.75 PLUS INTEREST.PDF

R-12

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $6,348.85 plus interest to **L & W Machine 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-12 TAX OVERPAYMENT - L AND W MACHINE INC. - 6,348.85 PLUS INTEREST.PDF

R-13

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $6,950.49 plus interest to **PHF II Norfolk LLC** based upon the overpayment of its Transient Lodging Tax for the month of June 2016," will be introduced in writing and read by its title.

Documents:

R-13 TAX OVERPAYMENT - PHF II NORFOLK LLC - 6,950.49 PLUS INTEREST.PDF

R-14

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $3,256.00 plus interest to **Pitney Bowes Global Financial Services 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-14 TAX OVERPAYMENT - PITNEY BOWES GLOBAL FINANCIAL

SERVICES LLC - 3,256.80 PLUS INTEREST.PDF

R-15

Letter from the City Manager and a Resolution entitled, "A Resolution ratifying a **Declaration of a State of Local Emergency** made by the **Director of Emergency Management** for the City of Norfolk, Virginia, pursuant to **Virginia Code Section 44-146.21**, due to the hazards and damages of **Hurricane Matthew**" will be introduced in writing and read by its title.

Documents:

R-15 DECLARATION OF LOCAL STATE OF EMERGENCY - HURRICANE MATTHEW.PDF

Overview of School Funding Model

Executive Summary

Topic: Overview school funding options to be presented to City Council on October 25, 2016.

Description: Presentation will discuss the following:

- Background of funding sources received by Norfolk Public Schools (NPS)
- Overview of local methods for funding public education in Virginia
- Description of a proposed revenue sharing model

Analysis:

- In FY 2017, NPS received $115.0 million in on-going local support from the city
  - This represents 28.8 percent of all non-designated local revenues
- Historically, the local contribution to NPS is based on an annual funding request from the School Board
  - Revenue sharing is an alternative model for determining local contribution
- Cities in Hampton Roads that utilize a revenue sharing model
  - Chesapeake
  - Hampton
  - Virginia Beach

Financial Impact:

- Formula methodology may result in an increase in on-going contribution

Career Technical Education (CTE)

Executive Summary

Topic: Overview of Career Technical Education (CTE) high school to be presented to Council on October 25, 2016.

Background: The purpose of CTE is to provide students with the academic and technical skills needed to succeed in a knowledge and skills-based economy

- CTE prepares students both for postsecondary education and the careers of their choice
- Norfolk Board of Education's March 2015 endorsement included planning for a full-time CTE high school and negotiating the development of the public charter application for their review
- Virginia code outlines application and contract requirements for public charter schools, though approval authority resides with the local school board.

Analysis: The presentation will discuss the following:

- A comprehensive analysis of regional workforce data used to identify the preferred industries of focus for the CTE high school. The following economic factors were considered:
  - Annual job openings
  - Employment growth
  - Earnings – median wage
  - Educational requirements
- The public charter application process, including requirements and estimated timeline
- Next steps, including support and coordination between the city, Norfolk Public Schools, and business/community partners

Financial Impact: Currently $1.5 million of CTE funding has been appropriated by Council during FY 2013 and FY 2016.

CITY OF NORFOLK
OFFICE OF THE MAYOR

KENNETH COOPER ALEXANDER
MAYOR

October 21, 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 4:00 P.M., October 25, 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

October 21, 2016

The following meetings will take place on Tuesday, October 25, 2016:

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

2. 7:00 P.M. Regular Council Meeting, 11th Floor, Council Chamber.

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NORFOLK, VIRGINIA

DOCKET FOR THE COUNCIL

TUESDAY, OCTOBER 25, 2016 – 7:00 P.M.

Prayer to be offered by Reverend Canon Win Lewis, St Luke's Church, followed by the Pledge of Allegiance.

PUBLIC HEARINGS

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THE CITY OF NORFOLK

MEMORANDUM

TO: The Honorable City Council

CC TO: Marcus D. Jones, City Manager

FROM: Charles E. Rigney, Director, Economic Development

SUBJECT: October 25 Docket Item - Enterprise Zone Boundary Amendment

DATE: October 21, 2016

This memo is in regard to Norfolk's designated Enterprise Zone ("EZ") boundary lines. Portions of Norfolk have qualified for, and are a part of the EZ program, which is a partnership between state and local governments that encourages job creation and private investment. There are State-based incentives and Locality-based incentives in EZ areas that are designed to spur economic development in these "distressed" areas. I have attached the program parameters and specific state and local incentives benefits (see attached "EZ Program"). Norfolk has had EZ status for many years, though the boundary lines have been amended (as allowed annually) periodically to add or subtract areas of our City in order to maximize EZ impacts for our development efforts.

Economic Development is recommending an amendment to our existing boundaries in order to do two things:

1. Remove ineligible City institutional and public space currently included
2. Add five areas that would benefit from EZ status

Each year EZ cities are allowed by the Commonwealth's EZ administrators to amend or change the zone boundaries based on the needs of the locality. The City has identified areas we would recommend be incorporated into our EZ to spur new development and redevelopment. Further, the City recommends removal of areas that do not qualify or are portions of right-of-way.

Specifically, we will be removing approximately 120 acres and adding 86 acres, resulting in a net decrease of 34 acres to our current 2,392 acre zone. Please see the attached EZ map as showing existing boundary (green), recommended areas to be deleted (blue), and the areas recommended to be added (red).

The following areas are the recommended additions:

1.) Expansion of Central Business Park
2.) Maplewood Plaza on Church Street
3.) Chelsea Neighborhood

4.) Railyard site on Hampton Blvd
5.) Portion of Colonial Ave

The process to amend the EZ boundaries is as follows:

1.) Get draft map approval from the State
2.) Send letters to property owners being removed from the zone; see attached list of businesses receiving notification
3.) Publicly advertise the zone modifications for two consecutive weeks
4.) Schedule a public hearing and pass ordinance/resolution
5.) Send approved ordinance, public hearing minutes, amendment application, and approved map(s) to the state for final approval

The Commonwealth has already given preliminary approvals to the recommended changes and applications are due to the state by November 1st. New boundaries are retroactive to January 1st of the calendar year in which it was submitted.

Economic Development looks at our EZ on an annual basis to see if the allowed annual amendment can help our business attraction efforts, and have had the above locations under review dating back to last year. We now believe the allowable amendment is justified, and recommend we move forward this year.

Young Terrace

- In Discussion with City Administration NRHA is pausing the current renovation plans
- The City would like to explore the potential for a greater transformational effort that includes Young/Tidewater Gardens and Calvert Square
- Staff group from the City and NRHA are working with a nationally known non-profit group - *the Purpose Built Communities*
    - *to determine the potential project scope (the What)*
    - Identify potential strategies (the How)
    - Determine what agencies and partners need to be involved –(the Who)
    - Identify potential resources – (the funding/the $ Money)

Staff group is starting the process to make recommendations to the City Council and NRHA Board of Commissioners

If Council/NRHA Board direct to move forward a broader planning effort will begin with the Young Terrace Community and other communities.

What this means

Pausing Renovation/Demolition Planning

May result in a Broader more significant Plan to redevelop Young Terrace

Any Plan requires Funding and approvals locally and from HUD in Washington

Residents will be involved with the planning and the decision making

city of norfolk enterprise zone

NORFOLK

DEPARTMENT OF DEVELOPMENT

Contact Information

(757) 664-4338 • 500 East Main Street, Suite 1500 • Norfolk, VA 23510

www.norfolkdevelopment.com

state incentives

Qualification for the listed incentives is based on the calendar year and administered annually.
All applicants (businesses and real properties) must be located within an enterprise zone.

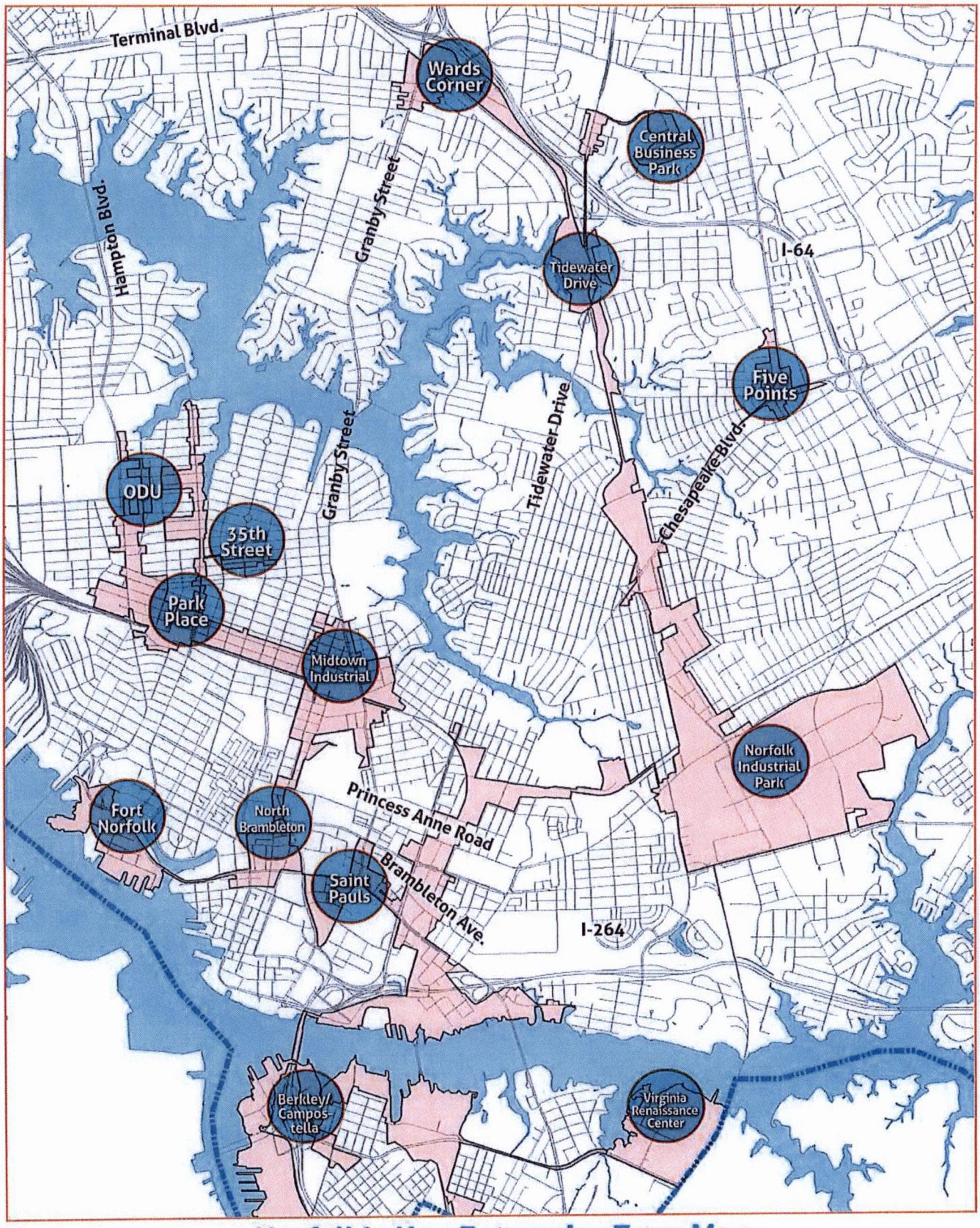
Tax Credit	Real Property Investment Grant	Job Creation Grants
benefits	• Up to $100,000 per Grant building or facility for qualifying real property investments of less than $5 million. • Up to $200,000 per building or facility for qualifying real property investments of $5 million or more.	• Up to $500/year per net new permanent, full-time position earning at least 175% of the Federal minimum wage with health benefits. • Up to $800/year per net new permanent full-time position earning at least 200% of federal minimum wage with health benefits.
eligibility requirement	• Commercial, industrial, or mixed-use buildings or facilities. • For rehabilitation and expansion, at least $100,000 incurred in qualified real property investments. • For new construction, at least $500,000 incurred in qualified real property investments.	• Creation of at least four net new permanent full-time positions. • Net new permanent full-time positions created over the four- job threshold that meet wage and health benefit requirements are eligible. • Excludes retail, personal service, or food and beverage positions.
application forms	**Required application forms:** • EZ-RPIG • Final Certificate of Occupancy/approved Final Building Inspection/or Third Party Inspection Report • Mixed-use building form (if applicable) • Tenant form (if applicable) • Multiple owner form (if applicable). • W-9 • CPA Attestation Report	**Required application forms:** • EZ-JCG • JCG Worksheet • W-9 • CPA Attestation Report
grant term	• Capped per building or facility at a maximum of $200,000 within a five- consecutive year term. • Grants awarded may be subject to pro-ration should requests exceed grant funds allocated.	• Available for a five- consecutive year term for net new permanent full-time positions above the four-job threshold which meet the wage and health benefit requirement.
obtain more information	http://1.usa.gov/12g17uZ www.norfolkdevelopment.com	http://1.usa.gov/12g17uZ www.norfolkdevelopment.com

Effective July 1, 2010, in areas with an unemployment rate that is one and one-half times or more the state average, the business firm will receive $500 per year for up to five years for each grant eligible position that during such year is paid at least 150 percent of the federal minimum wage and that is provided with health benefits.

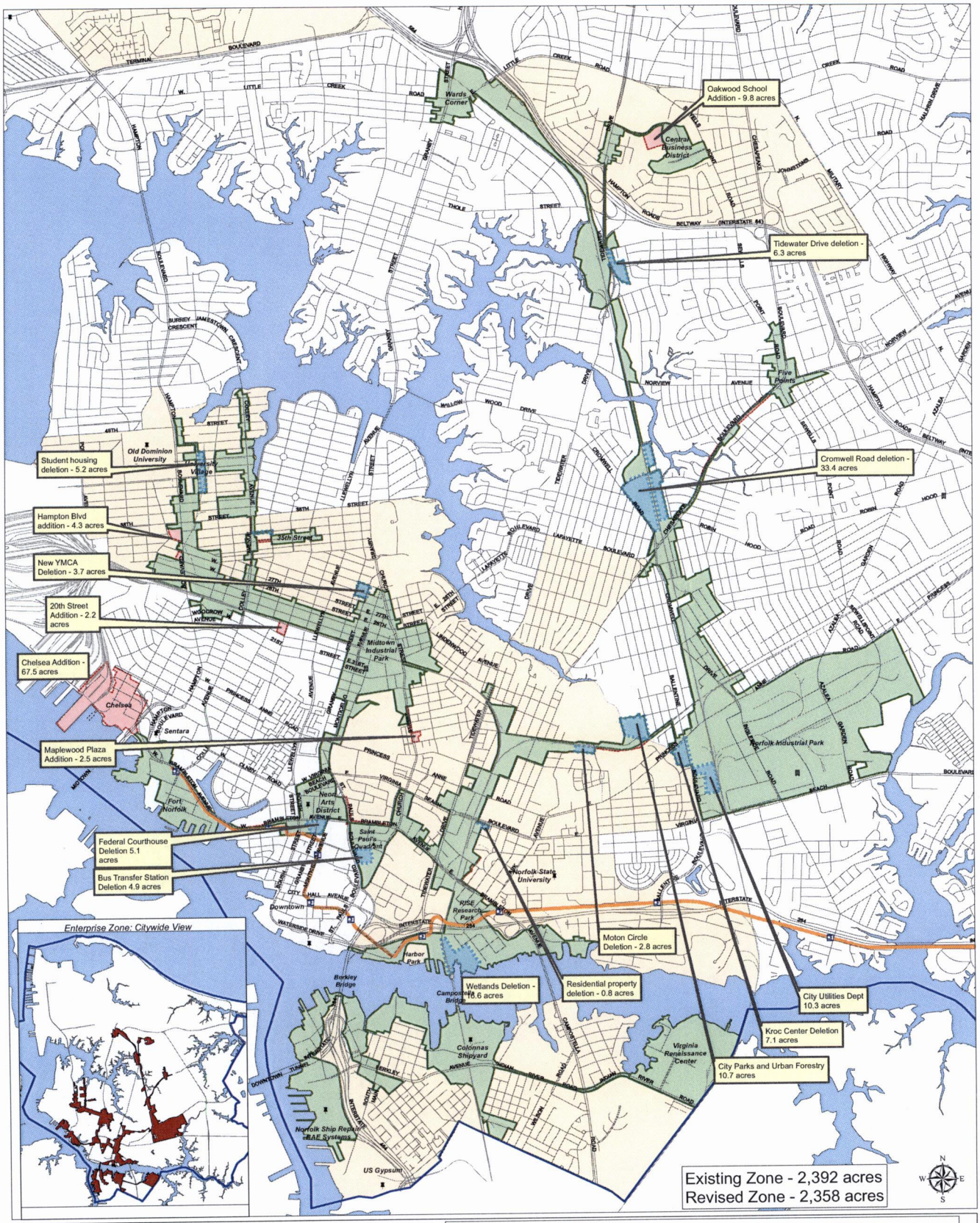
local incentives

Qualification for the listed incentives is based on the calendar year and administered annually.
All applicants (businesses and real properties) must be located within an enterprise zone.

Incentive	Description	Qualification Criteria	Value
tax specialist	Businesses currently located in EZ or seeking to locate in EZ will have the ability to consult with a Tax Specialist.	Business must be located within EZ or be moving to EZ.	
commercial/ industrial real estate relief	This incentive will offer taxpayers an opportunity to improve commercial/ industrial structures and not pay full taxes on those improvements for 14 years.	The commercial structure must be located in the EZ and at least 20 years old. Improvements to the structure must increase the property's assessed value by 40%.	Varies per structure.
business license tax relief	Businesses will receive a reduction of their business license tax for a five-year consecutive period.	Business must be located within EZ and make a $100,000 taxable investment within the EZ.	1st year=50% 2nd year=40% 3rd year=30% 4th year=20% 5th year=10%
building permit fee relief	A one time 50% reduction on building, electrical, mechanical, and plumbing permits.	Existing EZ businesses must make a $100,000 taxable investment within the Enterprise Zone. New EZ businesses must make a $500,000 taxable investment within the Enterprise Zone.	A one time 50% reduction for qualifying permits.
local utility tax relief	This incentive will provide businesses with a reduction of their utility tax for a five-year consecutive period.	Existing EZ businesses must make a $100,000 taxable investment within the Enterprise Zone. New EZ businesses must make a $500,000 taxable investment within the Enterprise Zone.	1st year=50% 2nd year=40% 3rd year=30% 4th year=20% 5th year=10%
free formal training	Free formal training will be provided to Enterprise Zone businesses on various topics.	Business must be located within EZ or be moving to EZ.	
business district marketing assistance	EZ business districts will have individual collateral marketing sheets that will include statistical business data.	Business must be located within EZ or be moving to EZ.	
norfolk redevelopment and housing authority technical assistance	Technical assistance will be provided by the Norfolk Redevelopment and Housing Authority to businesses that are located in the EZ and/or assistance to businesses that would like to purchase NRHA commercially zoned property in the EZ.	Business must be located within EZ or be moving to EZ.	
norfolk redevelopment and housing authority meeting space	The Norfolk Redevelopment Housing Authority will provide meeting space for EZ businesses at no cost.	Business must be located within EZ or be moving to EZ.	



▲ Norfolk's *New* Enterprise Zone Map



Map 1 - Map of the locality indicating the current and amended boundaries of the enterprise zone area Norfolk, Virginia

0 1.25 2.5 5 7.5 10 Miles

1 in = 2 miles

Date: 10/18/2016

Legend

- Proposed Additions
- Proposed Deletions
- Existing Zone Boundaries
- City Limit
- Key Properties
- Office or Industrial Parks
- Key Employers
- Light Rail Station
- Light Rail Route
- HUBZone

Property Owner Notification List

Property Owner	Property Address
Argonne Warehouse, Llc	3587 Argonne Av
Autozone Development Corp #2024	3322 Cromwell Dr
Cgs Real Estate Llc	2810 Cromwell Dr
Chappell, John J Sr Et Als	3332 Cromwell Dr
Chesapeake Athletic Club Inc	3544 Argonne Av
Copeland, Wilbert L Jr & Shelby R	960 Cecelia St
Doody Investment	3347 Lyons Av
Doody Investments, Llc	3355 Lyons Av
Giloz, Llc	N S Simpson St
Givens Enterprises Llc	3510 County St
Kemmis, Richard L. & Nancy A.	3526 Argonne Av
Macadat, Hermogenes A Jr Et Al	3340 Cromwell Dr
Mccattry, Frankie L	961 Hanson Av
Moore, Devonne D	956 Cecelia St
Norfolk Self-Storage Company Llc	6562 Tidewater Dr
Odu Re Found Student Housing Llc	1015 45th St
Path Group, Llc	3572 Argonne Av
Riddick, Shirley	950 Cecelia St
Ritter Enterprises Llc	3540 Argonne Av
Salvation Army, The	1401 Ballentine Blvd
Swoope, Jesse C	3514 Argonne Av
Tidewater Shoppes, Llc	6586 Tidewater Dr
Tjb Investments, Inc	2604 Cromwell Dr
U S A	600 Granby St
Williams, Shirley F	957 Hanson Av
Young Men's Christian Assoc Of S H	2901 Granby St

THE CITY OF NORFOLK

MEMORANDUM

TO: City Council

CC TO: Marcus D. Jones, City Manager

FROM: John C. Kownack, Executive Director, NRHA

SUBJECT: October 25 Docket Item - Formation of Legal Entities by NRHA for Conversion of Assisted Rental Communities

DATE: October 7, 2016

On the October 25, 2016 regular agenda, City Council will consider a resolution to authorize the formation of legal entities to facilitate the conversion of existing assisted rental communities from the Low Income Public Housing ("LIPH") program to the Project Based Voucher ("PBV") program. The communities involved have received preliminary approval by the U. S. Department of Housing and Urban Development ("HUD") to participate in the Rental Assistance Demonstration ("RAD") program.

NRHA desires to convert North Wellington (25 units), a recently developed portion of Grandy Village (16 units), and a portion of Grandy Village that underwent significant renovation in 2008 (275 units) to the RAD program in order to streamline HUD funding streams and to replace the current HUD deeds of trusts on these LIPH properties with less restrictive use agreements. To convert from the LIPH program to the PBV program under RAD, HUD requires the use of separate entities to own and manage the properties.

The proposed resolution would authorize only the creation of entities relating to properties that are being converted under the "non-financial" category of the RAD program. These "non-financial" conversions would not involve the pursuit of Low Income Housing Tax Credits ("LIHTC") and would not result in any changes in the obligation to maintain the units or cause any substantive impact on tenant requirements or rent calculations. In this manner, the authorization to create these entities would differ from the recent discussion relating to entity creation for the Young Terrace and Diggs Town communities, which include mixed-finance renovations involving the use of LIHTC equity.

On May 12, 2016, the NRHA Board of Commissioners approved a resolution authorizing the creation of the required entities, pending approval by the City Council.

As required by HUD, community meetings were held with the residents of North Wellington, on July 9, 2016, and Grandy Village, on July 23, 2016, to describe the RAD program and explain the impact of the program on current tenants.

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

October 21, 2016

Attached are the minutes of the City Council meeting and held on Tuesday, October 11, 2016.

Breck

Breck

NORFOLK, VIRGINIA

BUSINESS MEETING OF COUNCIL

TUESDAY, OCTOBER 11, 2016

Mayor Alexander called the meeting to order at 5:12 p.m. with the following members present: Mrs. Graves, Ms. Johnson, Ms. McClellan, Mr. Riddick, Mr. Smigiel, and Mr. Thomas, and Dr. Whibley.

A. LEGISLATIVE AGENDA

Michael Edwards, Kemper Consulting and Michelle Washington, Public and Government Relations Manager, reported as follows:

- Annual legislative dinner is November 1st from 4 to 6 p.m., Slover Library.
- The state is facing a $279.3 million shortfall in FY16 with a combined shortfall projected at $1.48 billion. Teacher raises have been put on hold.
- Two-thirds of the closing of FY17 shortfall is use of rainy day funds.
- Governor has asked each state agency to submit 5 percent reduction plans. (First round K-12 programs have been held harmless and colleges/ universities.)
- The governor is going to ask for a second round of reductions for FY18 from agencies, which will be another round of 5 percent reductions. (K-12 programs to be held harmless in FY18 and colleges/universities should not be held harmless in FY18 based upon preliminary information.)
- The Virginia Municipal League is monitoring the state budget along with local authority to regulate short-term rentals (Airbnb) as is the Planning District Commission.
- Virginia First Cities is working to preserve K-12 funding gains.
- Hampton Roads Transportation Planning Organization increased transportation funding. There is talk of a regional gas tax but do not know what will go forward to the General Assembly.
- Norfolk's game plan because of the short session is focusing on a short list aligned with city priorities.
- Resiliency – Continue work of the Joint Committee on the Coastal State Resiliency and Recurrent Flooding led by Delegate Chris Stolle (Virginia

Beach) and Senator Mamie Locke (Hampton). Hoping to move forward with their 2017 recommendations.

- Transportation and education funding.
- Safety – Preserve 599 funding.
- Healthy Neighborhoods – Local authority to regulate short-term rentals.

Ms. Washington reported on the matter of decriminalization of small quantities of marijuana including: 1) present state law; 2) Norfolk's possession arrests are down 48%; 3) the impact of existing laws in terms of racial disparities; 4) cost and social impact; and, 5) options for decriminalization.

B. ANNUAL AUDIT

John Sanderlin, City Auditor, reported on the audit. The City Auditor's role is to evaluate, appraise, review, inspect, analyze and assess government services programs and operations and provide feedback through recommendations and suggestions. The Annual Plan presented each year is an instrument used to document the work plan of the City Auditor's Office, which is impacted by their fraud, waste and abuse hotline management requests and other unforeseen needs or priorities. This year's plan is a combination of assessments at the operational level of bureau or divisions and at the program level of specific initiatives or programs. They are presenting 13 audits of which five are rollovers from the prior fiscal year and four are anticipated to roll into FY18. Each year a surplus number of audits are built into the plan to allow for the increased workload due to investigation or other demand work.

Plan Objective:

- Establishes the framework for audits to be conducted
- Guides activities and workflow of the City Auditor's Office
- Outlines area of audits focus
- Allows flexibility

The plan is subject to change due to unanticipated higher risk issues, inquiries investigations and other priorities. The following is a quarterly listing of 13 audits under consideration:

FY17 Audit Work Plan 1st Quarter - July, August, September 2016:

- Assessment of administrative hurdles for the Norfolk Interagency Consortium
- Evaluation of challenges and effectives of management controls for citywide contract administration
- Evaluation of challenges and effectiveness of management controls for the citywide maintenance process
- Assessment of challenges and effectiveness of management controls of the Detention Center
- Assessment of challenges and effectiveness of management controls for cemetery operations

The timeline for projects anticipated dates of completion for Norfolk Interagency Consortium audit is basically completed. They are in the process of sharing the draft and having a conference with the department. Also, contracts and administration audit should be completed in the October/December timeframe. The next three audits will be completed by the end of the summer to include draft reports.

FY17 Audit Work Plan 2nd Quarter - October, November, December 2016:

The second quarter is a continuation of some of the audits from the first quarter which ended in September, plus the addition of two new audits.

- Assessment of challenges and effectiveness of the administration of the city's homeless and poverty initiatives
- Evaluation of challenges and effectiveness of management controls for the operation of the Department of Development Program and Services
- Challenges and effectiveness of the administration of the City's Homeless and Poverty Initiatives
- Challenges and effectiveness of management controls - Department of Development Program and Services

FY17 Audit Work Plan 3rd Quarter - January, February, March 2017:

The third quarter includes three additional audits and two carryover audits from the second quarter.

- Assessment of the challenges and effectiveness of the administration of the city's Homeless and Poverty Initiatives
- Evaluation of the challenges and effectiveness of management controls for the operation of the Department of Development Program and Services
- Assessment of the challenges and effectiveness of the administration of the city's Water Production and Water Distribution Processes

- Assessment of the challenges and effectiveness of the city's Procurement and Material Management Process
- Evaluation of the challenges and effectiveness of the administration of the city's Energy and Green Initiatives

FY17 Audit Work Plan 4th Quarter - April, May, June 2017:

The fourth quarter includes four carryover audits from the third quarter, plus the addition of four new audits.

- Assessment of the challenges and effectiveness of the administration of the city's Streets and Bridges Maintenance Program
- Assessment of the challenges and effectiveness of the administration of CDBG Funds
- Assessment of the challenges and effectiveness of the administration of the city's Ground and Urban Forestry Maintenance Service
- Evaluation of the challenges, hurdles and opportunities for the city's assessment process

Other projects for FY17:

- Inquiries-investigations (fraud, waste and abuse hotline)
- Administration of external audit contract with KPMG
- Missing, lost, stolen property database
- Review of disbursements/credit card transactions
- Ethics training
- Management or Council requests
- Other city agency requests

Councilman Smigiel stated that he appreciates all of the hard work that comes out of the Auditor's Office and asked if they need to include in the upcoming budget additional funds for staff and technology so they can be the most efficient auditing office in Hampton Roads.

Mr. Sanderlin stated that they could use more investigative staff to cover the hotline that was implemented through Council actions. He noted that they could use someone with law enforcement background to investigate complaints that come through the hotline.

Councilman Smigiel stated that they can include additional funding to hire retired police officers.

C. CLOSED SESSION

Motion for closed session was approved for purposes which are set out in **Clause 3 of subsection (A) of Section 2.2-3711** of **the Virginia Freedom of Information Act**, as amended:

(3) Discussion of the disposition of publicly owned real property in the Tidewater Drive/Virginia Beach Boulevard area in the city.

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

No: None.

NORFOLK, VIRGINIA

ACTION OF THE COUNCIL

CITY COUNCIL MEETING

TUESDAY, OCTOBER 11, 2016 – 7:00 P.M.

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

The opening prayer was offered by Reverend Dr. Keith I. Jones, Shiloh Baptist Church, followed by the Pledge of Allegiance.

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

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

Motion adopted.

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

No: None.

CERTIFICATION OF CLOSED MEETING

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

ACTION: The Resolution as introduced was **adopted**, effective October 11, 2016.

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

No: None.

CEREMONIAL MATTERS

1. Mayor Alexander introduced Ed Lazaron from Friends of the Norfolk Public Library who spoke on the summer reading program – "Read for the Win!" Students logged reading times through participation at libraries, schools and recreation centers. He noted that National Friends of the Library Week is October 16 – 22, 2016, and asked everyone to join in the celebration at the Norfolk Public Libraries.

2. Mayor Alexander read a Proclamation declaring October 9-15, 2016, as Fire Prevention Week. It was accepted by Chief Jeffrey Wise, Battalion Chief Julian Williamson and from Fire Station 8 – Captain James Bailey, Firefighter Michael Say, Firefighter Damonte Ward and Firefighter Reginald Shirley.

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 the conveyance to Kyle and Letitia Nickerson of a certain non-conforming lot located at **860 Washington Avenue**.

Thereupon, an Ordinance entitled, "An Ordinance authorizing the conveyance to Kyle and Letitia Nickerson of a certain non-conforming lot located at **860 Washington Avenue** in accordance with the terms and conditions of the Conveyance Agreement," was introduced and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective November 11, 2016.

Yes: Graves, Johnson, McClellan, Riddick, Smigiel, Thomas, 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 a Lease Agreement with Copy Connection, LLC for the lease of city owned property located in the Main Street Parking Garage Complex and known as **236 East Main Street**.

Thereupon, an Ordinance entitled, "An Ordinance approving a Lease Agreement with Copy Connection, LLC for the lease of city owned property located in the Main Street Parking Garage Complex and known as **236 East Main Street**," was introduced and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective November 11, 2016.

Yes: Graves, Johnson, McClellan, Riddick, Smigiel, Thomas, 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 **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'Collector Norfolk'** on property located at **2409 Fawn Street**," was introduced in writing and read by its title.

(Passed by at the September 13, 2016 meeting)

Ryan Meadows, 1205 Pebble Rock Court, Chesapeake, was present to answer questions.

Lana Pressley, 2833 Villa Circle, spoke in favor of this matter.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-2 Matter of a letter from the City Manager and an Ordinance entitled, "An Ordinance approving a **Nonexclusive Telecommunications Franchise Agreement** with **Mobilitie, LLC**," was introduced in writing and read by its title.

(Passed by at the September 13, 2016 meeting)

Robert Norwood and Elizabeth Williams, 3475 Piedmont Road, N.E. Atlanta, Georgia, were present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective November 11, 2016.

Yes: Graves, Johnson, McClellan, Riddick, Smigiel, Thomas, 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 **'Wing Stop'** on property located at **520 West 21st Street, Unit D1**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

Yes: Graves, Johnson, McClellan, Riddick, Smigiel, Thomas, 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 **'Applebee's Neighborhood Grill and Bar'** on property located at **725 East Little Creek Road, Building 3, Unit 501**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to operate an automobile sales and service establishment named **'A and S Enterprises'** on property located at **5139 East Virginia Beach Boulevard,**" was introduced in writing and read by its title.

Andre Riddick, 3409 Montgomery Place, Virginia Beach, was present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-6 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the sale of alcoholic beverages for off-premises consumption at an establishment known as **'New York Deli and Smoke Shop'** on property located at **4214 East Little Creek Road,**" was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-7 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $4,775.31 plus interest to **LWN Panda, LLC** based upon the overpayment of its business personal property taxes for the tax year 2016," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-8 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting the conveyance of a **permanent drainage easement** by **Norfolk Christian Holding Academy** to the City of Norfolk and authorizing the City Manager to accept the Easement on behalf of the City," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-9 Letter from the City Clerk requesting use of the Mace for the **32nd Annual Holidays in the City Grand Illumination Parade** to be held on Saturday, November 19, 2016.

ACTION: Approve use of Mace.

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

No: None.

R-10 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **George P. and Brenda W. Arnold** to encroach into city property at **1119 Little Bay Avenue** with rip rap, a pier and lifts," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-11 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Wave Church** to encroach into the right-of-way of **College Place** with an existing awning," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-12 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **200 East 22nd Street, LLC** to encroach into the right-of-way of **East 22nd Street** with an entrance door and canopy, and into the right-of-way on Monticello Avenue with ten (10') feet of the building," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-13 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Bress Realty, LLC** to encroach into the right-of-way of **Granby Street** with a wall sign and temporary planter," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R- 14 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Athens, LLC** to encroach into the right-of-way of **Redgate Avenue** with an extension of the existing mansard roof," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-15 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Gatehouse II, LLC** to encroach into the rights-of-way of **E. 20th Street, Armistead Avenue, Monticello Avenue and E. 19th Street** with various structures," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-16 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving an agreement between the **Commonwealth of Virginia, Department of Transportation** and the City of Norfolk, relating to the collection and processing of approximately 845 miles of pavement data with a fully configured ARAN; and authorizing the expenditure of a sum of up to $233,305.00 from funds heretofore appropriated in the City's General Operating Budget to cover the City's costs related to the project," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-17 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **L & H Real Property, LLC** permission to encroach into the right-of-way at **1310 Colley Avenue** approximately 264 square feet for the purpose of outdoor dining and approving the terms and conditions of the Encroachment Agreement," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-18 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a **Lease Agreement** between **1155 Pineridge, LLC** and the City of Norfolk for the lease of that certain property owned by 1155 Pineridge, LLC located at **1155 Pineridge Road**, and authorizing the City Manager to execute the Lease Agreement on behalf of the City of Norfolk," was introduced in writing and read by its title.

ACTION: This matter was continued to October 25, 2016.

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

No: None.

R-19 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a **Lease Agreement** between the Norfolk Redevelopment and Housing Authority and the City of Norfolk for the lease of that certain property owned by the Norfolk Redevelopment and Housing Authority, located at **1445 Roberts Road**, and authorizing the City Manager to execute the Lease Agreement on behalf of the City of Norfolk," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-20 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a **Purchase Offer Agreement** between **Virginia Department of Transportation**, as seller, and the City, as purchaser, for the sale of 0.127 acres of land for the purpose of constructing an access road and authorizing the City Manager to execute the Deed on behalf of the City," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-21 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a $183,126.00 Grant Award from the **U.S. Department of Justice Programs, Bureau of Justice Assistance from the FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program** and appropriating and authorizing the expenditure of the fund for equipment expenses for the program," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-22 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a $45,110.00 Grant Award from the **Virginia Department of Motor Vehicles** for police officers' overtime pay to assist with a selective enforcement-alcohol initiative, to pay training fees and for equipment purchases and accepting a $29,328.00 Grant Award for police officers' overtime pay to assist with a selective enforcement-speed initiative, appropriating and authorizing the expenditure of the Grand Funds and local matching funds in the amounts of $22,555.00 and $14,664.00 as in-kind services by the Norfolk Police Department for grant purposes," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-23 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a $50,000.00 Grant Award from the Supreme Court of Virginia for the **Adult Drug Court Vivitrol Pilot Program** and appropriating and authorizing the expenditure of the grant funds for the Program," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-24 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting with appreciation the donation to the City, 19 **ballistic K-9 vests** having a value of approximately $41,800 from the SPIKES K-9 FUND for the Norfolk Police Department K-9 Program," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-25 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $27,046.00 in **Rescue Squad Assistance Grant Funds from the Office of Emergency Medical Services**, and appropriating and authorizing the expenditure of the grant funds and local matching funds in the amount of $27,046.44 to purchase portable cardiopulmonary resuscitation (CPR) devices for the Department of Fire-Rescue," was be introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-26 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $67,120.17 from the schools and libraries Division of the **Universal Service Fund E-rate Reimbursement Program** and appropriating and authorizing the expenditure of $67,120.17 for telecommunications and technology services for the Norfolk Public Library," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-27 Letter from the City Manager and a Resolution entitled, "A Resolution appointing members to the **Coastal Management Review Board** for the City of Norfolk and to the **Erosion Advisory Commission** for the City of Norfolk and to assign an initial term of service for each member," was introduced in writing and read by its title.

ACTION: The Resolution as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-28 A Resolution entitled, "A Resolution appointing 2 persons to the **Norfolk City Planning Commission** for a certain term," was introduced in writing and read by its title.

ACTION: The Resolution as introduced was **adopted**, effective October 11, 2016.

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

No: None.

R-29 Letter from the City Manager and an Ordinance entitled, "An Ordinance to **waive building permit fees** for repair of certain structures damaged by Hurricane Matthew," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective October 11, 2016.

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

No: None.

NEW BUSINESS

1. Woodrow Moore, Jr. 2787 Tait Terrace, commented that his German shepherd escaped from his yard and was shot by police. He left his telephone number in the event anyone with the city wanted to discuss it with him.

2. Carolyn Latham, 1819 Gracie Street, Vice President of the Olde Huntersville Civic League, presented a strategic plan to the council that outlined programs for the neighborhood which included training, lifelong learning and neighborhood mapping sessions.

3. Gwendolyn Pittman, 2227 Hanson Avenue, stated that she could not obtain a report from Social Services that has been requested about her mother. Ms. Pittman was referred to Interim City Manager, Stephen Hawks.

4. Steve Bayer, 536 Rhode Island Avenue; Jesse Scaccia, 500 Botetourt Gardens; Scott Harris, 3901 Gosnold Avenue and Luke Downing, 220 W. Brambleton Avenue, #208, asked council to support the decriminalization of marijuana.

6. Danny Lee Ginn, 3844 Dare Circle, stated he was offended by the manner in which Dr. Whibley requested him to leave a closed session meeting of the council.

THE CITY OF NORFOLK

MEMORANDUM

TO: City Council

CC TO: Marcus D. Jones, City Manager

FROM: Kristen M. Lentz, P.E., Director, Department of Utilities

SUBJECT: October 25, 2016 Docket Item – FY 2013 Write Offs

DATE: October , 21, 2016

The Department of Utilities is responsible for the billing and collection of water, utility taxes, wastewater collection, refuse collection, and storm water fees. Extensive efforts are made to collect the full amount billed, and we have an excellent collection rate of over 99% of the amount billed. The collection efforts utilized for inactive accounts include:

- Utilizing the U. S. Postal Service, Department of Motor Vehicles (DMV), Equifax credit reporting service, and the Hampton Roads Sanitation District to locate customers;
- Sending reminder notices and dunning letters;
- Participation in the State Debt Set Off Program, through which the State withholds the amount owed to the City from state tax refunds or lottery winnings;
- Placing liens so that property cannot be sold until the debt is paid;
- Seeking personal judgements through the District court system and filing them in Circuit court to extend the life of the judgement for 20 years; and
- Referring delinquent accounts to collection agencies.

After three years, the ability to recover outstanding debt diminishes significantly and it is appropriate to remove the uncollected amounts from the accounts receivable. Article VII, Section 7, of the Virginia Constitution grants localities the power to write off these uncollectable debts.

THE CITY OF NORFOLK
CITY PLANNING

MEMORANDUM

TO:	City Council
FROM:	George M. Homewood, FAICP, CFM, Planning Director
COPIES TO:	Marcus D. Jones, City Manager, City Attorney, City Clerk
SUBJECT:	Pending Land Use Actions
DATE:	October 21, 2016

Attached for your review is the Pending Land Use Report, identifying applications received and site plans approved from October 5, 2016 through October 18, 2016. The report reflects items that are tentatively scheduled to be heard at the December 8, 2016 City Planning Commission meeting. In an effort to provide advance notice, this report is prepared prior to City Council meetings. No action is required on this report.

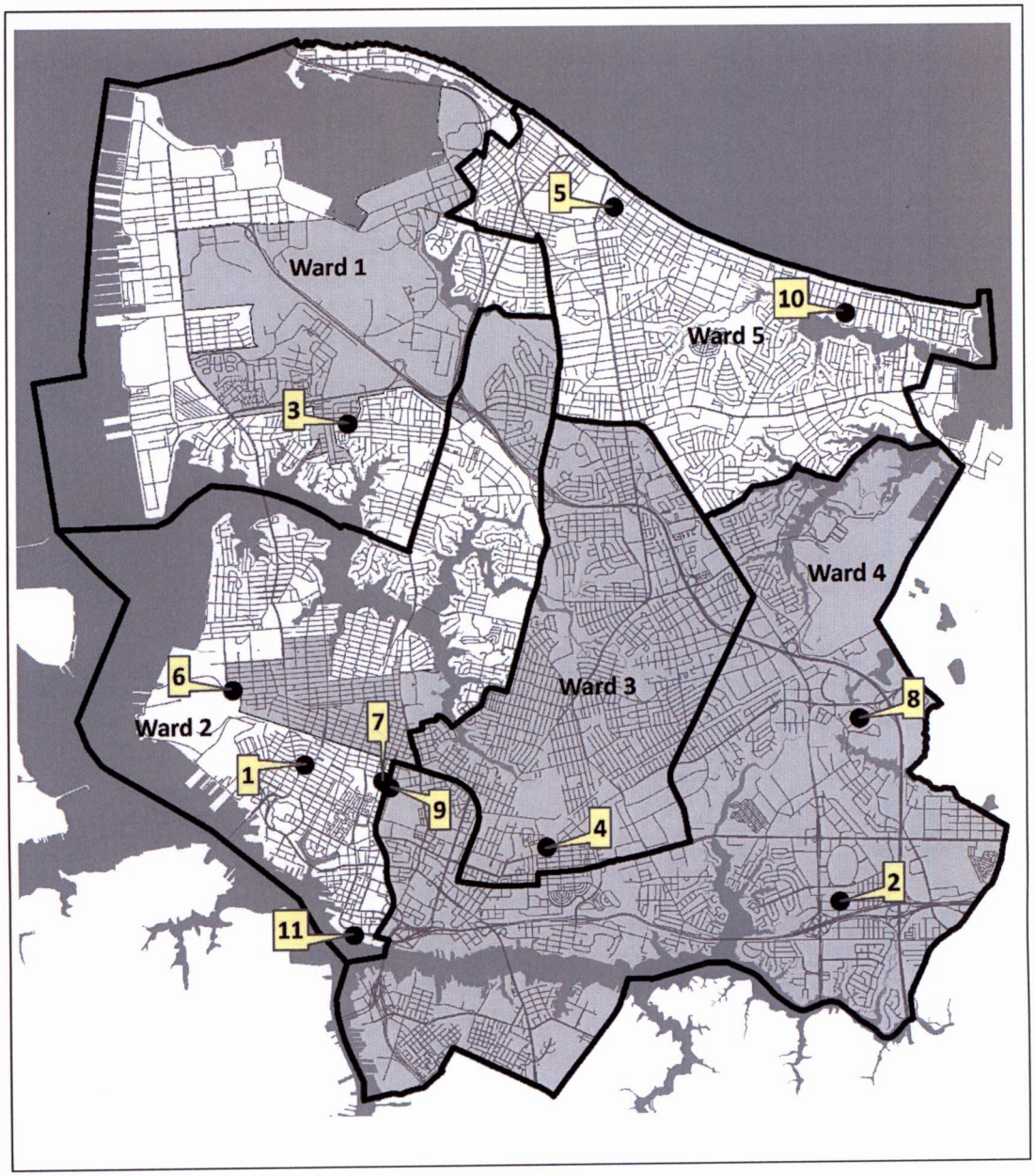
If you have any questions about these items, please contact me.

City Planning Commission – December 8, 2016

Number	Applicant	Location	Request	Ward	SW	Neighborhood
1	Pendulum Fine Meats	820 Shirley Ave	Special exception to operate an eating and drinking establishment with alcohol for off-premises consumption	2	7	Ghent
2	Cole Roberts	5813-5815 Bartee St.	Change of zoning from R-5 (Single-Family) district to R-8 (Single-Family) district.	4	7	Glenrock

Approved Site Plans

Number	Site Plan #	Project	Ward	SW	Neighborhood
3	16-0027	801 W. Little Creek Rd. - Little Creek Self Storage	1	6	N/A
4	16-0055	2700 E. Princess Anne Rd. - Robert's Road Pond Retrofit	3	7	Roberts Village
5	16-0054	Balview Ave. - Lake Modoc Stormwater Retrofit	5	6	Bayview
6	16-0059	City of Norfolk - 37th Street Water Treatment Plant Improvements	2	6	Lamberts Point
7	16-0044	1805 Monticello Ave. - Wendy's Restaurant	2	6	N/A
8	16-0053	City of Norfolk - Moores Bridges Treatment Plant Improvements	4	7	N/A
9	16-0026	16th & Monticello - Replacement Pump Station 4A	4	7	N/A
10	16-0037	9547 & 9553 14th Bay St. - 2 Duplexes	5	6	East Ocean View
11	16-0051	333 Waterside Dr. - Waterside District Site Plan	2	6	Downtown



Pending Land Use Actions
OCTOBER 5 - OCTOBER 18

0 4,000 8,000 16,000 Feet

Superwards
6
7

N

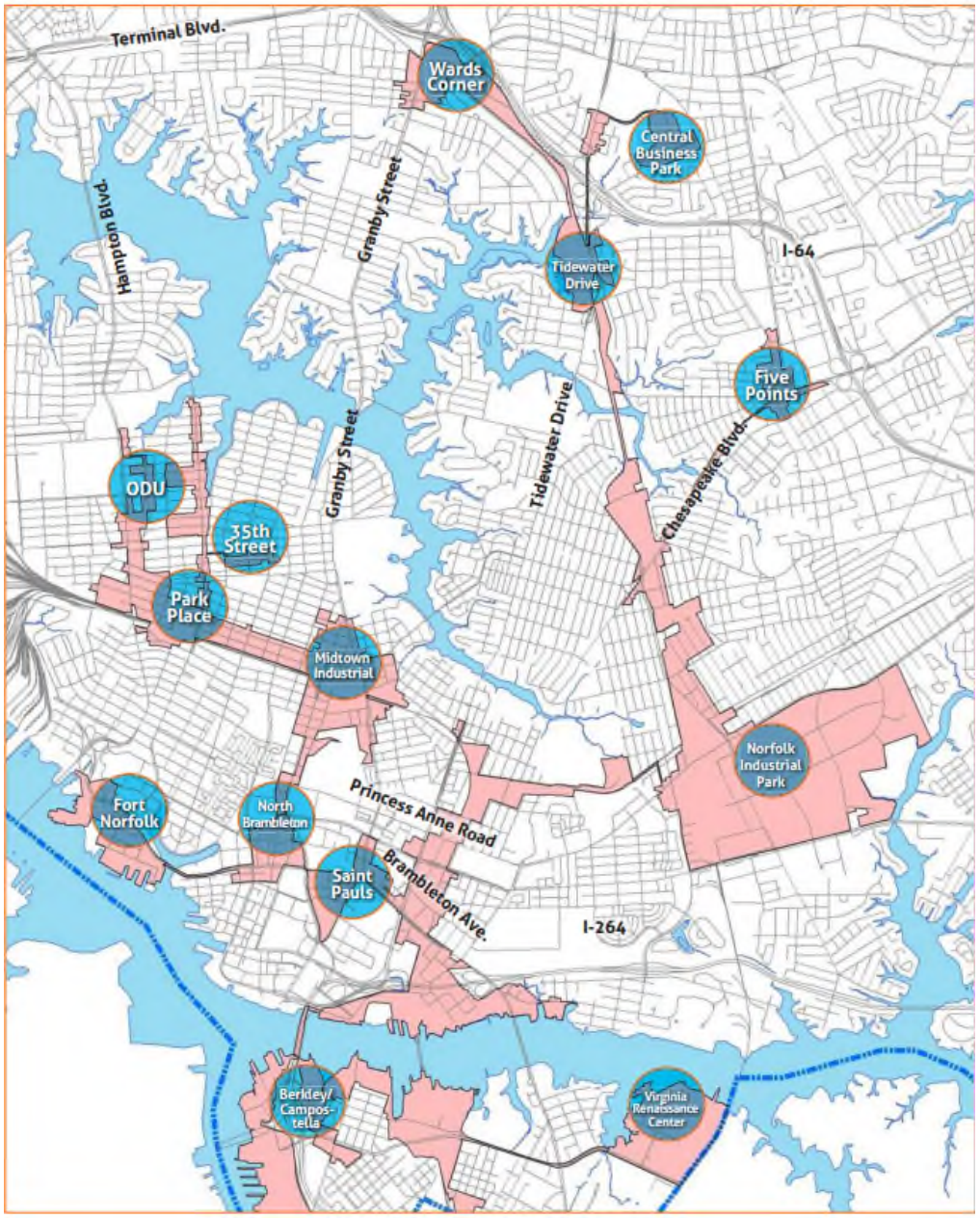
This map is for graphic purposes only.

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

City of Norfolk
Enterprise Zone Overview
And
Boundary Amendment

Norfolk Enterprise Zone

- Created in 1984
  - Re-designated 2010
- 2,384 acres
- Based on total City acreage
- 10 year designation



Norfolk Enterprise Zone Overview

- Norfolk applied for Enterprise Zone ("EZ") designation in 2010; EZ was awarded
- EZ will expire December 31, 2020; at which point Norfolk will have the opportunity to re-designate for two, consecutive, five year terms
- Staff is looking to add new emerging areas to its EZ through a boundary amendment

Application Guidelines

- EZ size must not be greater than 7% of total City acreage.
- EZ cannot include more than 7% of total City population.
- EZ can be 3 non-contiguous areas throughout the City.
- EZ boundaries should not include properties ineligible for state incentives such as:
  - Residential
  - Local, state or federal property
  - Public Schools or institutions
  - Cemeteries
  - Parks
- EZ boundaries should include:
  - Entire land parcels
  - Both sides of a street

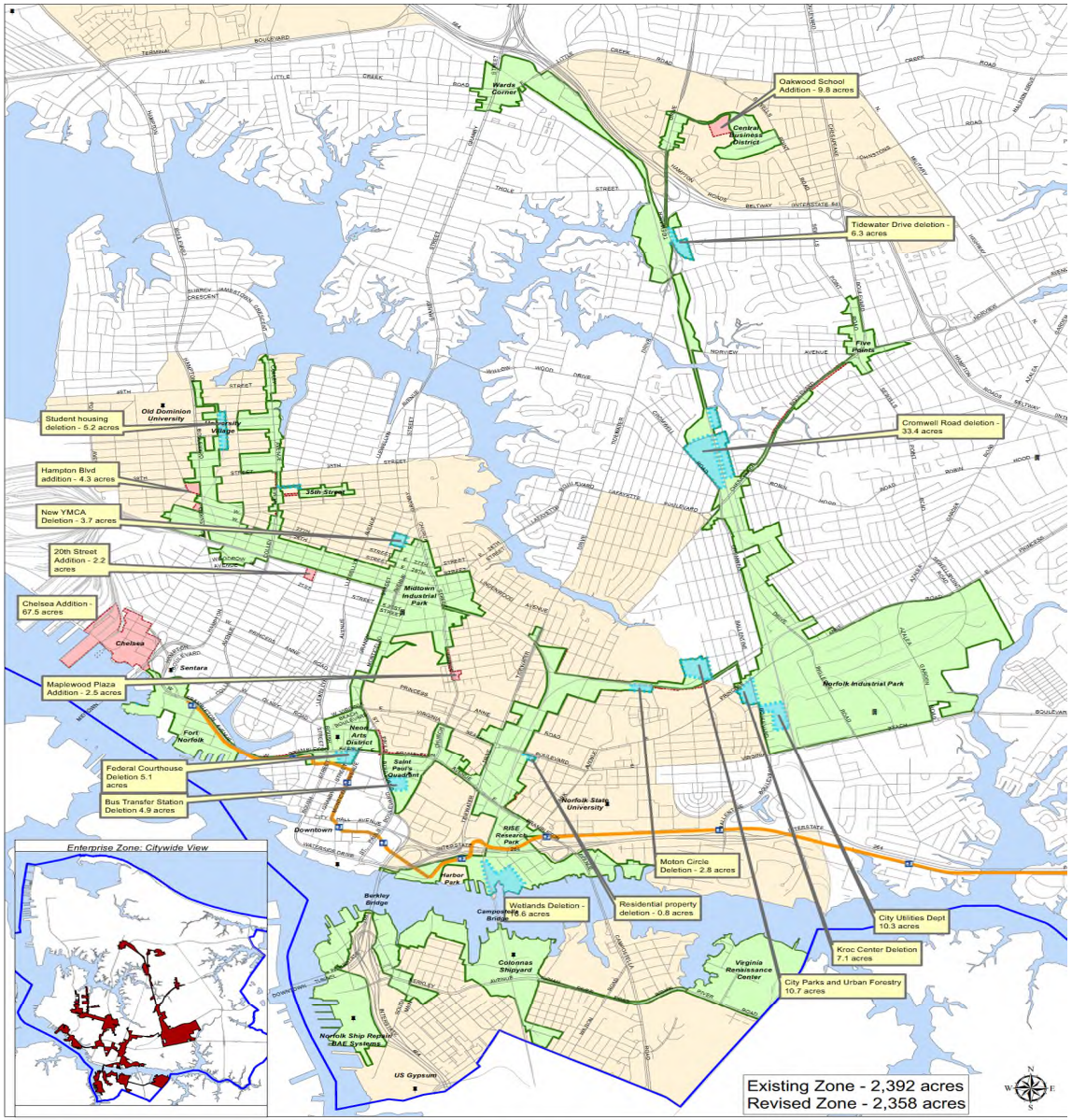
Amendment Guidelines

- Advertisements, Notifications and City Council Action for EZ:
  - Advertisement cannot be published less than five days and no more than 20 days prior to a City Council hearing
  - Notifications must be sent to property owners that are being removed from the EZ
  - Advertisement must be published once a week for two consecutive weeks
  - Public Hearing can be done individually or as part of a regularly-scheduled City Council meeting. If done as part of a regular meeting, the amendment information needs to be presented and the public hearing needs to be formally opened for public comment on the amendment (It may not be done as part of a consent agenda or any portion of the agenda that does not allow for public comment)
  - City Council minutes and resolution must accompany the application

Zone Strategy

- Begin with existing EZ boundary
- Identify commercial, industrial and business/ commerce properties within the EZ using the City's zoning map
- Eliminate non-business properties (based application guidelines)
- Add targeted areas outside of current zone including Chelsea, Central Business Park, and Industrial Park.

Map Strategy: Existing, Proposing, Deleting



Map 1 - Map of the locality indicating the current and amended boundaries of the enterprise zone area Norfolk, Virginia

0 1.25 2.5 5 7.5 10 Miles

1 in = 2 miles

Date: 10/18/2016

Legend

- Proposed Additions
- Proposed Deletions
- Existing Zone Boundaries
- City Limit
- Key Properties
- Office or Industrial Parks
- Key Employers
- Light Rail Station
- Light Rail Route
- HUBZone

Next Steps

Staff will work to ensure that:

- Mailers, Public Advertisements, Ordinance Preparation, and Scheduling of a Public Hearing will be done in a timely fashion, as to meet all critical dates

- DHCD completes analysis and approval for EZ boundary amendment by December 31, 2016 (All boundary changes and amendments are retroactive to January 1st of the calendar year in which they are made)

Questions?

City Council Agenda Item Preview

Resolution Authorizing the Formation of Legal Entities

October 25, 2016

Agenda Item Overview

- Resolution authorizes the Norfolk Redevelopment and Housing Authority ("NRHA") to create legal entities to support conversion of assisted rental communities from the Low Income Public Housing ("LIPH") program to the Project Based Voucher ("PBV") program.

- The conversion has received preliminary approval from HUD for North Wellington and portions of Grandy Village under the Rental Assistance Demonstration ("RAD") program.

Agenda Item Overview

- HUD requires LIPH properties to be conveyed to a separate legal entity in order to participate in the RAD/PBV program.

- The entities authorized under the proposed resolution would involve “Non-Financial” RAD conversions that do not involve renovations funded with Low Income Housing Tax Credit (“LIHTC”) equity.

Agenda Item Overview

- In anticipation of Council consideration on Tuesday, October 25, the following slides provide information on:
  - Location of North Wellington and Grandy Village assisted rental communities.
  - Description of RAD program

North Wellington

North Wellington

October 2016

Norfolk Redevelopment & Housing Authority
P.O. Box 968 Norfolk, VA

Grandy Village

SITE PLAN

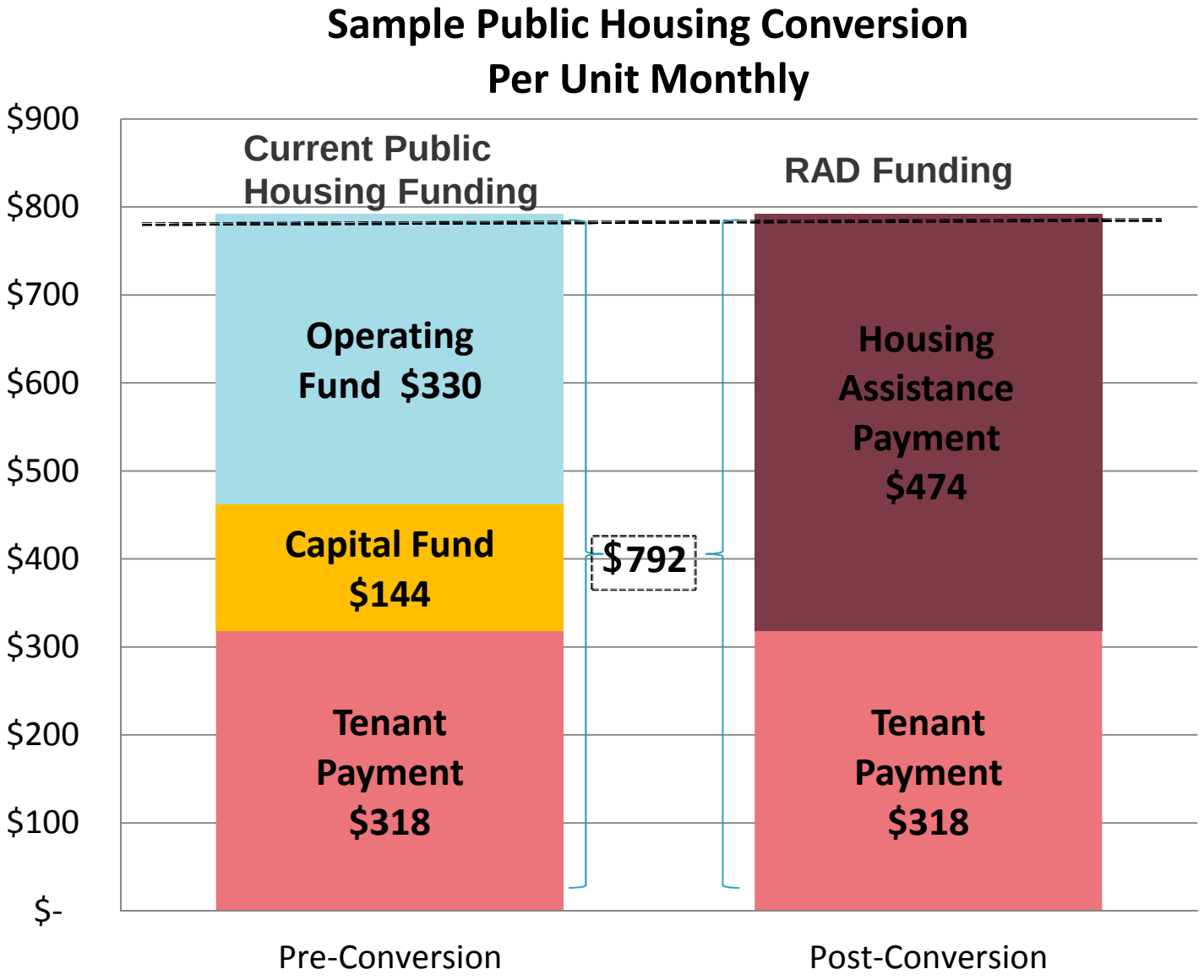
GRANDY VILLAGE - PHASE VI

July 23, 2015

What is RAD?

- **RAD is a HUD program that will allow NRHA to convert properties from the LIPH program, with traditional operating and capital fund subsidies, to the PBV program with a Housing Assistance Payment ("HAP") contract.**

How does RAD Work?



RAD combines the **operating subsidy** and **capital fund** into one payment for the property

Why was RAD established?

- Across the Country and here in Norfolk the public housing inventory is aging, becoming more obsolete and has an increasing backlog of unmet capital funding needs. Capital funding has declined 24% over the past decade and is insufficient to meet the growing backlog of capital needs.
- RAD will provide defined and more secure project subsidy from HUD.
- RAD creates greater funding certainty while allowing increased operational flexibility for NRHA

Impact on Residents

Will the rent residents pay change as a result of RAD?

Residents will continue to pay no more than 30% of adjusted income.

Will residents have to sign a new lease?

Yes, however, current public housing residents will not be rescreened, or face other income eligibility criteria or income targeting provisions.

What if residents do not want to stay in the community under RAD?

Households that do not want to transition to the RAD program can be offered transfers to other public housing communities.

Choice mobility allows residents to leave the project after one year. NRHA must provide a Housing Choice Voucher, if available, or place the resident at the top of the waiting list.

Questions?

PH-1 Plan Amendment from Institutional to Multifamily and a Rezoning from IN-1 (Institutional) to R-13 (Moderately High Density Multi-Family) at 435 Virginia Avenue – Brock Ventures, Inc.

A request has been received to continue this matter generally

01/25/2016 tsv

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

PH-1

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

- - -

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

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

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

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

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

01/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: RM

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

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

- - -

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

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

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

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

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

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

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

October 25, 2016

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

Subject: **The closing, vacating and discontinuing of a portion of 45th Street**

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: 2/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-2**

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

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

III. **Request:** Street closure for the southern 10.50 feet of 45th Street from the east line of Colley Avenue eastwardly 150 feet.

IV. **Applicant:** F. Sullivan Callahan

V. **Description:**

- The right-of-way to be closed is located in the Highland Park neighborhood which is developed in this area with a variety of commercial uses.
- The property owner needs to close the right-of-way in order to resolve the existing encroachments on the site and create marketable title to the property.
- The agreed upon purchase price of the City's easement interest in the portion of the right-of-way to be closed, $1,000, is due to the City Attorney's Office at time of property closing and transfer.
- The applicant has previously obtained fee simple interest in the section of right-of-way to be closed by court decree.

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

Attachments:

- Ordinance
- Staff Report to CPC dated September 22, 2016 with attachments
- Proponents and Opponents

PROPONENTS

F. Sullivan Callahan
327 Duke Street
Norfolk VA 23510

OPPONENTS

None

9/26/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Planning

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE CLOSING, VACATING AND DISCONTINUING A PORTION OF 45TH STREET FROM THE EASTERN LINE OF COLLEY AVENUE 150 FEET EASTWARDLY AND AUTHORIZING THE CONVEYANCE TO THE ABUTTING PROPERTY OWNER OR OWNERS OF ANY INTEREST THE CITY HAS IN THE SAID PORTION OF 45TH STREET.

- - -

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

WHEREAS, an application has been received for the closure of a portion of 45th Street from the eastern line of Colley Avenue 150 feet eastwardly, as described in Exhibit A and shown on Exhibit B, attached to and made a part of this ordinance; and

WHEREAS, after a public hearing, the City Planning Commission recommended that the said portion of 45th Street be closed, vacated and discontinued; and

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

WHEREAS, pursuant to Section 15.2-2008 of the Code of

Virginia, 1950, as amended, and Section 42-212 of the Norfolk City Code, 1979, the City and the abutting property owner have agreed that the sum of $1,000.00 is a fair price for the City's interest in that portion of 45th Street to be closed; and

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

WHEREAS, after a public hearing duly held, it is the judgment of the Council that the said portion of 45th Street is not needed for public use and travel and should be closed, vacated and discontinued as a public street of the City of Norfolk; now therefore,

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

Section 1:- That the portion of 45th Street, as described in Exhibit A and shown on Exhibit B, both of which are attached hereto, is closed, vacated and discontinued as a public street of the City of Norfolk, conditioned upon the payment by the abutting property owner of the sum of $1,000.00 for the City's interest in the street.

Section 2:- That upon receipt by the City of the sum of $1,000.00, a certified copy of this ordinance shall be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as deeds are recorded.

Section 3:- That it is the intent of the Council that any interest the City may have in the underlying fee of the said portion of 45th Street shall, upon payment of the sum of $1,000.00, be transferred to the abutting property owner and, therefore, the proper officers of the City are authorized to do all things necessary,

including the delivery of a quitclaim deed or deeds, in form satisfactory to the City Attorney, to effect the transfer to the abutting property owner of any interest the City may have in the underlying fee of the said portion of 45th Street.

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

EXHIBIT A TO ORDINANCE

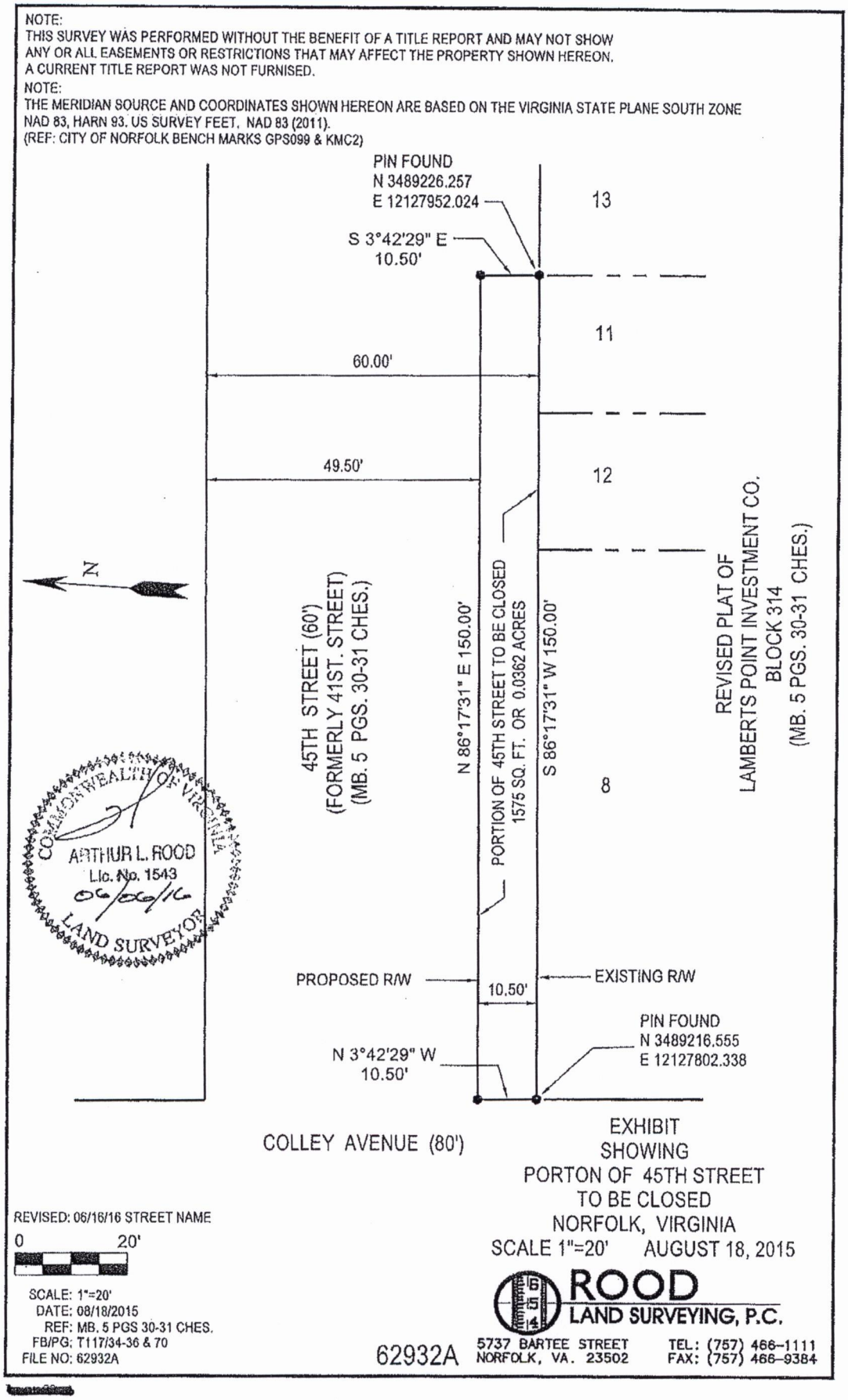
Closure of portion of
45th Street

A rectangular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being a portion of 45th Street lying north of the southern line of 45th Street and being further described as follows: BEGINNING at a point that is the intersection of the southern line of 45th Street and the eastern line of 45th Street; thence, from the point of beginning thus described, being shown on an exhibit entitled, "Exhibit Showing Portion of 45th Street to be Closed," dated August 18, 2015 and prepared by Rood Land Surveying, P.C.; thence, N 3°-42'-29" W, 10.50 feet to a point on the northward extension of the eastern line of Colley Avenue; thence, N 86°-17'-31" E, 150.00 feet to a point; thence, S 3°-42'-29" E, 10.50 feet to a point on the southern line of 45th Street; thence, S 86°-17'-31" W, 150.00 feet, more or less, along the southern line 45th Street to the point of beginning.

The above-described parcel contains 0.036 acre of land, more or less.

May 27, 2016

EXHIBIT B TO ORDINANCE



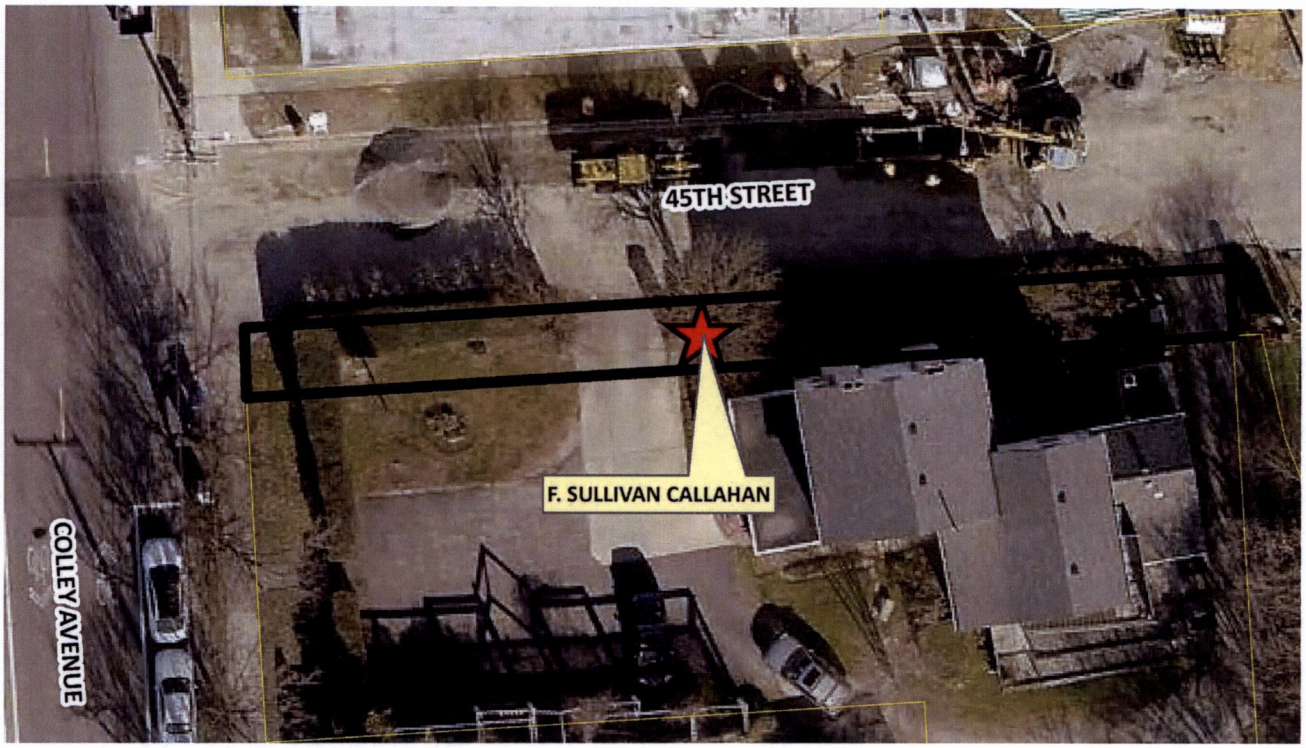
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: September 22, 2016

Executive Secretary: George M. Homewood, FAICP, CFM

Staff: Jeffrey K. Raliski, AICP

Staff Report	**Item No.** 9	
Applicant	**F. Sullivan Callahan**	
Request	**Street Closure of a Portion of 45th Street**	
Site Characteristics	Zoning	C-2 (Corridor Commercial)
	Neighborhood	Highland Park
	Character District	Traditional
Surrounding Area	North	C-2 : Office and Boat Club
	East	Lafayette River
	South	C-2: Beauty Salon and Restaurant
	West	C-2: Self Storage



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

A. Summary of Request

- The applicant proposes to close the southern 10.50 feet of 45th Street from the east line of Colley Avenue eastwardly 150 feet.
- The right-of-way to be closed is located in the Highland Park neighborhood which is developed in this area with a variety of commercial uses.
- The property owner needs to close the right-of-way in order to resolve the existing encroachments on the site and create marketable title to the property.

B. Financial Impact

- The agreed upon purchase price of the City's easement interest in the portion of the right-of-way to be closed, $1,000, is due to the City Attorney's Office at time of property closing and transfer.
- The applicant has previously obtained fee simple interest in the section of right-of-way to be closed by court decree.

C. Impact on Surrounding Area/Site

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

D. Historic Context and Impacts

The site is currently vacant and not located in any local, state or federal historic district.

E. Public School Impacts

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

F. Civic League

- Letter was sent to the Highland Park Civic League President on August 10.
- By majority vote, the Civic League has no objection to the proposed closure.

G. Community Outreach/Notification

- Legal notice on the property was posted on August 16.
- Letters were mailed to all property owners within 300 feet of the property on September 8.
- Legal notification was placed in *The Virginian-Pilot* on September 8 and September15.

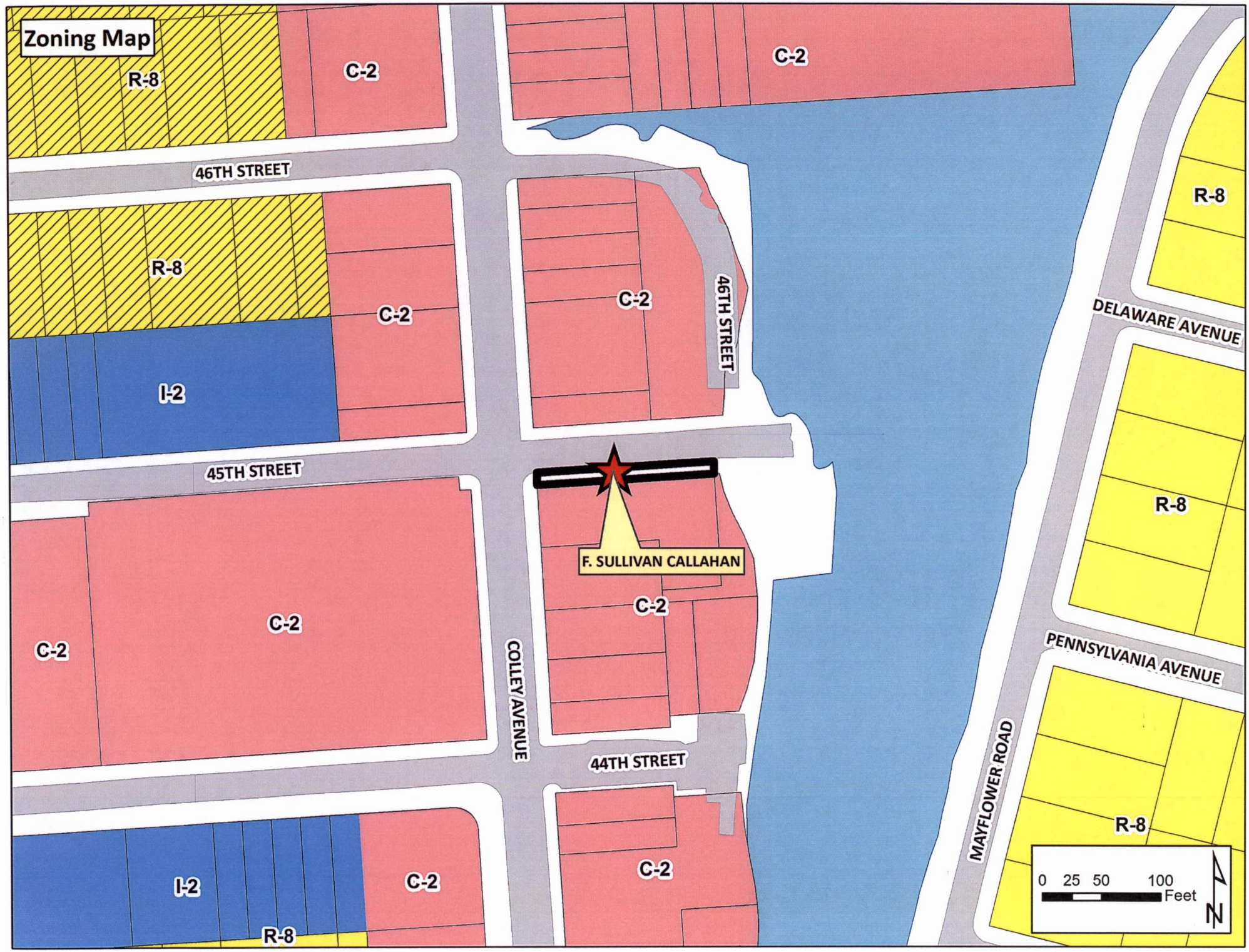
H. Recommendation

Staff recommends that the proposed closure of a portion of 45th Street be **approved**.

Attachments

- Location Map
- Zoning Map
- Application
- Notification list of all property owners within 300 feet of the site
- Notice to the Highland Park Civic League
- Civic League Vote and Comments

Location Map
46TH STREET
45TH STREET
F. SULLIVAN CALLAHAN
COLLEY AVENUE
0 5 10 20
Feet
N


Zoning Map
R-8
C-2
46TH STREET
C-2
R-8
C-2
I-2
C-2
46TH STREET
R-8
DELAWARE AVENUE
45TH STREET
F. SULLIVAN CALLAHAN
C-2
C-2
C-2
R-8
COLLEY AVENUE
PENNSYLVANIA AVENUE
44TH STREET
MAYFLOWER ROAD
C-2
R-8
I-2
C-2
R-8
0 25 50 100
Feet
N

Checklist – Street Closure Application

Item	Yes	No	Not Applicable	Comments
Required application fee, **$105.00**	✓			
Complete and signed application, including signatures from all property owners adjoining the proposed right-of-way segment to be closed	✓			
Two 8½ x 14 inch copies of survey showing portion of right of way requested to be closed.	✓			
Title Search of right-of-way to be closed.	✓			
Appraisal of right-of-way to be closed, *conducted by MAI appraiser*, if necessary.	✓			

Notes:

Applicant Signature: _____ Date: 5/25/2016

Staff Signature: _____ Date: 5/25/16

LAW OFFICE OF
F. SULLIVAN CALLAHAN, PLC

ALLMAND-ARCHER HOUSE
327 DUKE STREET
NORFOLK, VIRGINIA 23510

TELEPHONE (757) 623-5000

EMAIL: SULLY@FSULLIVANCALLAHAN.COM
FAX (757) 962-6062

May 25, 2016

Jeffrey K. Raliski, AICP
City of Norfolk, Department of Planning
810 Union Street, Suite 508
Norfolk, VA 23510

Re: Application for Street Closure

Dear Mr. Raliski:

Please find enclosed the Street Closure Application that I have prepared on behalf of RES 40th, LLC, the current owner of 4414 Colley Ave, Norfolk, VA.

I enclose herewith my check in the amount of $105 as well as the Checklist and the documents requested therein.

I enclose for your reference, the Court Order from the Circuit Court of the City of Norfolk, which appointed me as Special Receiver to deed a portion of 45th Street, which we are asking to be closed to the Brocks, the former owners. I further enclose a copy of the deed from the Brocks to the new purchaser, RES 40th, LLC.

If anything else is needed, please let me know.

Sincerely,

F. Sullivan Callahan, Member

Enclosures

c: Nancy Brock
RES 40th, LLC

Application for City Planning Commission Public Hearing

STREET CLOSURE

Street Closure Fee..... $105 made payable to the City of Norfolk

Date of application: 5/25/16

Name of Applicant or Adjacent Property Owner:

(Last) Callahan (MI) _____ (First) F. Sullivan

Mailing address (Street/P.O. Box): 327 Duke St

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

Daytime telephone (757) 623-5000 Fax (757) 962-6062 Email _____

Email address of applicant: Sully@fsullivancallahan.com

Name of Representative (if different from Applicant):

(Last) _____ (MI) _____ (First) _____

Mailing address (Street/P.O. Box): _____

(City) _____ (State) _____ (Zip Code) _____

Daytime telephone ( ) _____ Fax ( ) _____ Email _____

Description of Property (List street name and location of closure request):

(Street Name) 45th Street

(Location of closure request) 10.6 feet x 150 feet on the south side of 45th Street

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

Street Closure Application
Page 2

(Zoning) C-2 (Land Area in acres or square feet) 1575 sq. ft or 0.0362 Acres

Please describe the reason for requesting the closure:

RES 40th LLC acquired title from William, John + Nancy Brock, who acquired the property at the death of their Brother. The house encroaches onto city street. New owner desires insurable title thus needs the city to vacate its interest in the paper street.

List each **adjacent property owner** (print owner name and address) with signature of consent for the closure request. Use additional paper if needed.

Property Owner: RES 40th LLC Robert E Schlegal / [signature]
Print Name Signature
Address: 841 W. 45th St. Norfolk, VA 23508

Property Owner: _____ / _____
Print Name Signature
Address:

Property Owner: _____ / _____
Print Name Signature
Address:

Property Owner: _____ / _____
Print Name Signature
Address:

Property Owner: _____ / _____
Print Name Signature
Address:

CIVIC LEAGUE INFORMATION

Civic League contact: Dale Ryder - Highland Park

Date(s) contacted: August 13, 2015

Ward/Super Ward information: Theresa Whibley / Angelia Williams Graves

REQUIRED ATTACHMENTS

- ✓ Check for $105.00 made payable to: City of Norfolk.
- ✓ Two 8½ x14 inch copies of house plat or survey showing portion of right of way requested to be closed.
- ✓ Title Search of right-of-way to be closed.
- ✓ Appraisal of right-of-way to be closed, *conducted by MAI appraiser*, if necessary.

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

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

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

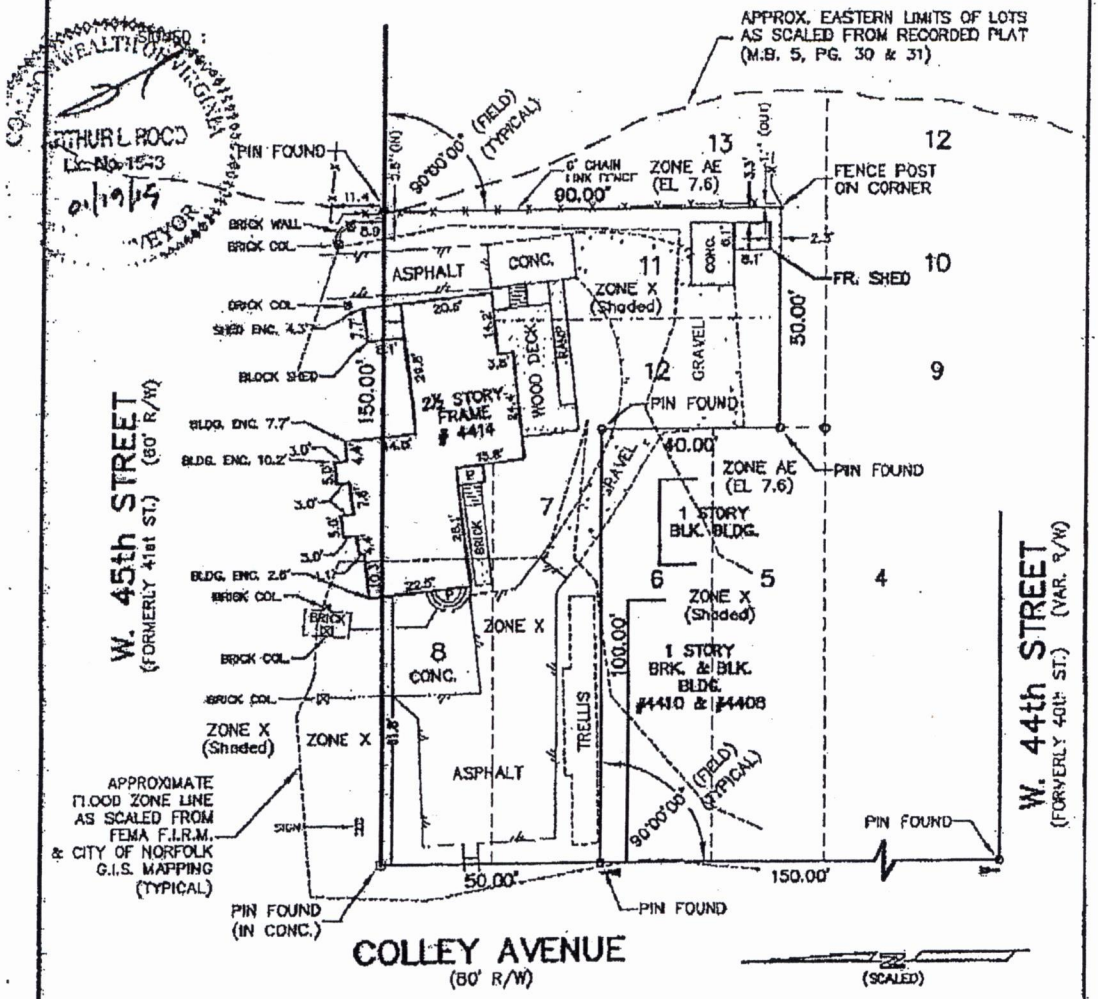
Print name: F. Sullivan Callahan **Sign:** [signature] / 5/25/2016
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

THIS IS TO CERTIFY THAT I ON JANUARY 19, 2015 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.

COMMONWEALTH OF VIRGINIA
ARTHUR L. ROOD
Lic. No. 1513
01/19/15
SURVEYOR



PHYSICAL SURVEY
OF
LOTS 7 & 8 AND PART OF LOTS 11 & 12
BLOCK 314, LAMBERT'S POINT INVESTMENT CO.
NORFOLK, VIRGINIA
FOR
RES 2, LLC

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) ROOD LAND SURVEYING, 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.

3) ELEVATIONS SHOWN HEREON REFER TO N.A.V.D. OF 1988.

FLOOD ZONE INFORMATION : ACCORDING TO F.E.M.A.'S FLOOD INSURANCE RATE MAP (F.I.R.M.), THE PROPERTY SHOWN HEREON APPEARS TO FALL WITHIN FLOOD ZONE(S) AE, X (Shaded) & X.
COMMUNITY PANEL NO. 510104 0090 F MAP REVISED: 09/02/2009 BASE FLOOD ELEVATION = 7.6'

ROOD
LAND SURVEYING, P.C.
5737 BARTEE STREET
NORFOLK, VA. 23502
TEL.: (757) 466-1111
FAX: (757) 466-9384

GRAPHIC SCALE
0 15 30 60 90

SCALE:	1"=30'	DRAWN BY:	W.W.L.
DATE:	01/19/2015	F.B. T-114 PG. 34-36	
REF:	M.B. 5, PG. 30 & 31 (Chesapeake)		

62,932

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ANY OR ALL EASEMENTS OR RESTRICTIONS THAT MAY AFFECT THE PROPERTY SHOWN HEREON. A CURRENT TITLE REPORT WAS NOT FURNISED.

NOTE:
THE MERIDIAN SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON THE VIRGINIA STATE PLANE SOUTH ZONE NAD 83, HARN 93. US SURVEY FEET. NAD 83 (2011).
(REF: CITY OF NORFOLK BENCH MARKS GPS099 & KMC2)

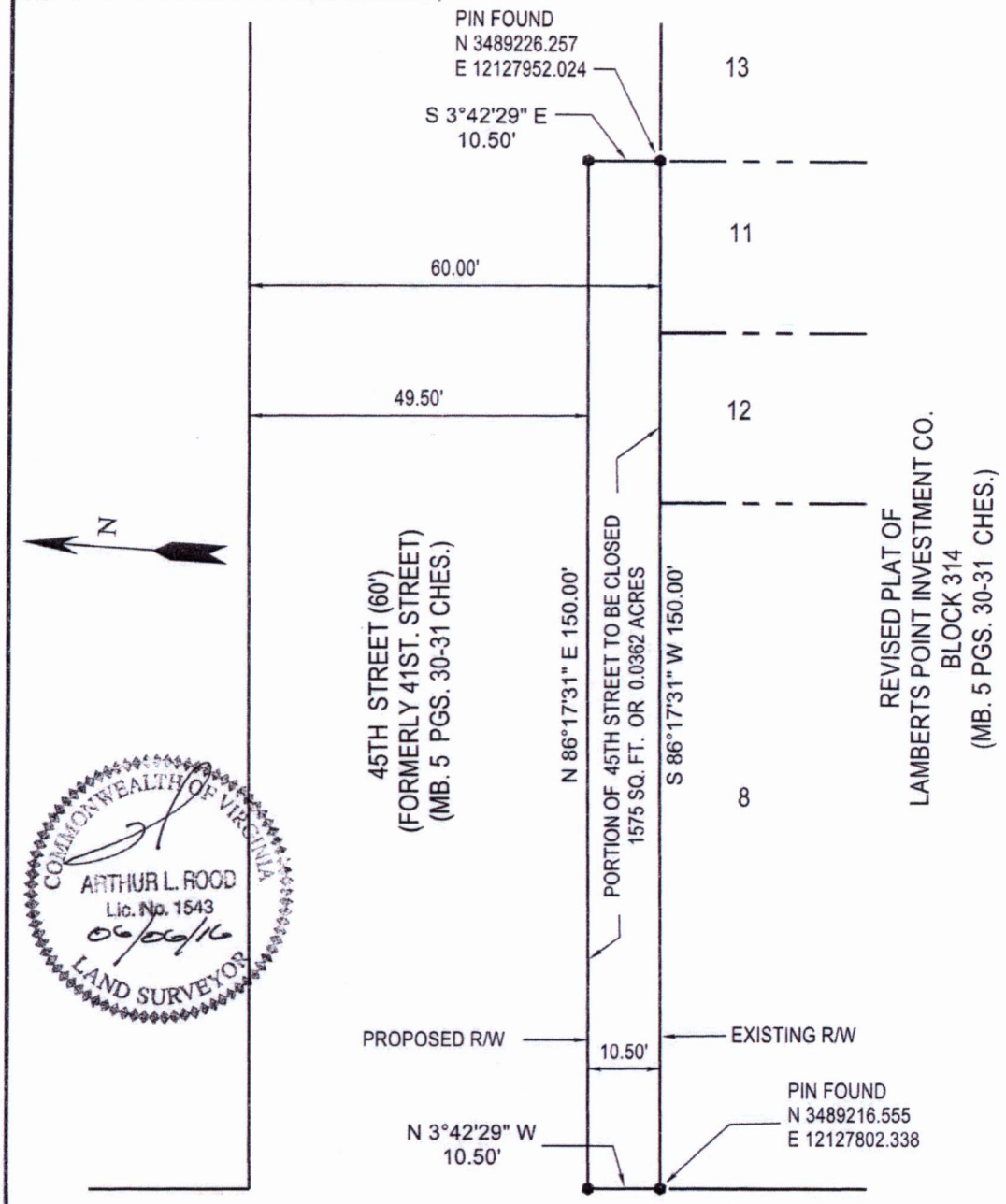


EXHIBIT
SHOWING
PORTON OF 45TH STREET
TO BE CLOSED
NORFOLK, VIRGINIA
SCALE 1"=20' AUGUST 18, 2015

REVISED: 06/16/16 STREET NAME

0 20'

SCALE: 1"=20'
DATE: 08/18/2015
REF: MB. 5 PGS 30-31 CHES.
FB/PG: T117/34-36 & 70
FILE NO: 62932A

62932A

ROOD
LAND SURVEYING, P.C.
5737 BARTEE STREET
NORFOLK, VA. 23502
TEL: (757) 466-1111
FAX: (757) 466-9384

Callahan - Notification sent to all Property Owners within 300 feet

Owner	Property Address
North Colley Holding, Llc	4505 Colley Av
Circle Six Corporation	4300 Colley Av
Circle Six Corporation	E S Colley Av
Pph Llc	813 46th St
Adams Outdoor Ltd Partnership	4514 Colley Av
Odom, William O	819 46th St
Schlegel, Robert E & Son Llc	4408 Colley Av
Glassman, Myron	4500 Colley Av
C P Management Llc	N S 44th St
C P Management Llc	796 44th St
C P Management Llc	791 45th St
C P Management Llc	4406 Colley Av
Walker, Donald E	4501 Colley Av
Michael, Llc	4400 Colley Av
Michael, Llc	4402 Colley Av
Hairbenders Inc	811 46th St
Rhodes, James H & Amy E	4509 Colley Av
Hairbenders Inc	4515 Colley Av
Rosen, Lewis D	4508 Colley Av
Rosen, Lewis D	4510 Colley Av
Rosen, Lewis D	4512 Colley Av
Reed, B Thomas & Kathleen V	4504 Colley Av
Natalie, Llc	4314 Colley Av
Tidewater Boat Club	798 45th St
Dojang Llc	814 45th St
Dojang Llc	814 45th St
Ppkm, Llc	808 44th St
Res 40th, Llc	4414 Colley Av
4311 Colley, Llc	4311 Colley Av

Raliski, Jeffrey

From: Straley, Matthew
Sent: Wednesday, August 10, 2016 10:45 AM
To: ryderd@verizon.net; highlandpark_cl@yahoo.com
Cc: Whibley, Terry; Williams, Angelia M.; Wilson, Denise; Raliski, Jeffrey
Subject: new Planning Commission application - 45th St
Attachments: 45thStreetClosure.pdf

Mr. Ryder,

Attached please find the application for a closure of that portion of 45th Street being the southern 10.5 feet from the east line of Colley Avenue eastwardly 150 feet.

The item is tentatively scheduled for the September 22, 2016 Planning Commission public hearing.

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

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

Raliski, Jeffrey

From: HighlandParkCivicLeagueSecreta <highlandpark_cl@yahoo.com>
Sent: Monday, August 22, 2016 11:16 AM
To: Straley, Matthew; ryderd@verizon.net
Cc: Whibley, Terry; Williams, Angelia M.; Wilson, Denise; Raliski, Jeffrey
Subject: Re: new Planning Commission application - 45th St

Mr. Straley:

The Highland Park Civic League reviewed this Application for Street Closure on August 11, 2016. By majority vote, the civic league has no objection to the application.

If you have any questions or need any additional information, please feel free to contact me at 757-619-2880 or Wendy Hazel at 757-717-5557.

Thank you for your consideration.

Dale Ryder, President
Highland Park Civic League

From: "Straley, Matthew" <Matthew.Straley@norfolk.gov>
To: "ryderd@verizon.net" <ryderd@verizon.net>; "highlandpark_cl@yahoo.com" <highlandpark_cl@yahoo.com>
Cc: "Whibley, Terry" <Theresa.Whibley@norfolk.gov>; "Williams, Angelia M." <angelia.williams@norfolk.gov>; "Wilson, Denise" <Denise.Wilson@norfolk.gov>; "Raliski, Jeffrey" <jeffrey.raliski@norfolk.gov>
Sent: Wednesday, August 10, 2016 10:44 AM
Subject: new Planning Commission application - 45th St

Mr. Ryder,

Attached please find the application for a closure of that portion of 45th Street being the southern 10.5 feet from the east line of Colley Avenue eastwardly 150 feet.

The item is tentatively scheduled for the September 22, 2016 Planning Commission public hearing.

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

Thank you.

Matthew Straley
GIS Technician II

THE CITY OF NORFOLK
City Planning
810 Union Street, Suite 508
Norfolk, VA 23510

City of NORFOLK

C: Dir., Department of General Services

To the Honorable Council
City of Norfolk, Virginia

October 25, 2016

From: Charles E. Rigney, Director of Development

Subject: Amend Section 45.5-4 of the Norfolk City Code so as to establish new boundaries for the existing Enterprise Zone

Reviewed: _____
Peter H. Chapman, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-3**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk
810 Union Street
Norfolk, VA 23510

III. **Description:**
This agenda item is an ordinance to amend § 45.5-4 of the *Norfolk City Code* so as to establish new boundaries for the City of Norfolk's (the "City's") current Enterprise Zone.

IV. **Analysis:**
Each year, zone administrators are allowed to amend or change the zone boundaries based on the needs of the locality. The City has identified new emerging areas, and would like to incorporate them into the zone to spur further development. Further, the City has identified areas within the zone that will be deleted because they do not qualify to participate, have not utilized zone incentives since its installation or are portions of right-of-way. Examples of entities that do not qualify would be governmental, institutional, and residential.

V. **Financial Impact:**
N/A

VI. **Environmental:**
N/A

VII. Community Outreach/Notification:

Notifications were sent to property owners being removed from the zone.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Map Showing New and Existing Boundaries

8/17/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AMENDING SECTION 45.5-4 OF THE NORFOLK CITY CODE, **SO AS TO** ESTABLISH NEW BOUNDARIES FOR THE ENTERPRISE ZONE.

- - -

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

Section 1:- That section 45.5-4 of the City Code is hereby amended and shall read as follows:

Sec. 45.5-4 Urban Enterprise Zone designated.

(1) Old Dominion University section

Beginning at the intersection of the southern right-of-way (R/W) of 38th Street and the western line of Hampton Boulevard, said point being previously described in the New Enterprise Zone - Park Place Subsection; thence, northerly along said western line, crossing 38th Street; thence, westerly along the northern line of 38th Street to the western line of 3801 Hampton Boulevard; thence, northerly along said western line to the southern R/W of W. 39 Street; thence, westerly along said southern R/W to the western line of 3901 Hampton Boulevard extended southward; thence, northerly along said western line, crossing 39th Street, to the southern R/W of W. 40th Street; thence, westerly along said southern R/W to the western line of 4009 Hampton Boulevard extended southward; thence, northerly along said western line, crossing 40th Street, to the southwest corner of 1227 W. 41st Street; thence, easterly along the southern line of 1227 and 1225 W. 41st Street to the southeast corner of 1225 W. 41st Street; thence, northerly along the eastern line of 1225 W. 41st Street to the southern R/W of 41st Street; thence, easterly along said southern R/W to the eastern R/W of Hampton Boulevard; thence, northerly along said eastern R/W to the southern R/W of 43rd Street; thence, easterly along said southern R/W to a point 25' west of the northwest corner of 1067 43rd Street; thence, southerly along a line 25' west of and parallel to the west line of 1067 43rd Street to the northern R/W of 41st Street;

thence, easterly along said northern R/W to the western line of 4111 Monarch Way; thence, northerly along said western line of 4111 and 4211 Monarch Way to the southern R/W of 43rd Street; thence, easterly along the southern R/W to the western R/W of Monarch Way; thence, northerly along said R/W to the northern R/W of 45th Street; thence, westerly along said northern R/W to the western line of 1060 45th Street; thence, northerly along said western line to the southern R/W of 46th Street; thence, easterly along said southern R/W to the western R/W of Monarch Way; thence, northerly along said western R/W to the southern R/W of 47th Street; thence, westerly along said southern R/W to the eastern R/W of Hampton Boulevard; thence, northerly along said eastern R/W to the northern R/W of 50th Street (closed); thence, easterly along said northern line to the eastern line of 4900 Hampton Boulevard extended northward; thence, southerly along said eastern line to the southern R/W of 49th Street; thence, easterly along said R/W to the eastern line of 4820 Hampton Boulevard; thence, southerly along said eastern line to the southeast corner of 4820 Hampton Boulevard; thence, along the southern line of 4820 Hampton Boulevard to the northwest corner of 1070 48th Street; thence, southerly along the western line of 1070 48th Street to the southern R/W of 48th Street; thence, easterly along said southern R/W to the eastern line of 1073 48th Street; thence, southerly along said eastern line to the northern R/W of 47th Street; thence, easterly along said northern to the eastern R/W of Monarch Way extended northward; thence, southerly along said R/W to the northern R/W of 41st Street; thence, westerly along said R/W to the western R/W of Monarch Way; thence, southerly along said western R/W extended to the northern R/W of 39th Street; thence, westerly along said northern R/W to the eastern line of 1069 W. 39th Street extended; thence, southerly along said eastern line to the southern R/W of 38th Street; thence, westerly along said southern line to the point of beginning.

(2) 35th Street section

Beginning at the intersection of the southern right-of-way (R/W) of W. 31st Street and the eastern R/W of Colley Avenue, said point being previously described in the New Enterprise Zone - Park Place Subsection; thence, westerly, crossing Colley Avenue to the southern right of way (R/W) of W. 31st Street and the western R/W of Colley Avenue; thence, westerly along said southern R/W to the western line of 814 W. 31st Street extended southward; thence, northerly along said western line to the southern R/W of Lamberts Point Road;

thence, easterly along said southern R/W to the western line of 805 34th Street extended southward; thence, northerly along said western line to the southern R/W of 34th Street; thence, easterly along said southern R/W to the western line of 3405 Colley Avenue extended southward; thence, northerly along said western line to the northwest corner of 3405 Colley Avenue; thence, westerly along the southern line of 805 35th Street to the southwest corner of 805 35th Street; thence, northerly along the western line of 805 35th Street to the southern R/W of 35th Street; thence, westerly along said southern R/W to the western line of 808 35th Street extended southward; thence, northerly along said western line to the northwest corner of 808 35th Street; thence, easterly along the northern line of 808 35th Street to the western line of 809 36th Street; thence, northerly along said western line to the southern R/W line of 36th Street; thence, easterly along said southern R/W to the western R/W of Colley Avenue; thence, northerly along said western R/W to the southern R/W of 38th Street; thence, westerly along said southern R/W to the western line of 808 38th Street extended southward; thence, northerly along said western line to the northern R/W of 38th Street; thence, westerly along said northern R/W of 38th Street to the eastern R/W of Killam Avenue; thence, northerly along said eastern R/W to the northwest corner of 4004 Killam Avenue; thence, easterly along the northern line of 4004 Killam Avenue and other lots along W. 40th Street to the southwest corner of 809 W. 41st Street; thence, northerly along the western line of 809 W. 41st Street to the southern R/W of W. 41st Street; thence, easterly along said southern line to the western line of 4107 Colley Avenue extended southward; thence, northerly along said western line to the southern line of W. 42nd Street; thence, westerly to the eastern line of 812 W. 42nd Street extended southward; thence, northerly along said eastern line to the southern line of 813 43rd Street; thence, westerly along said southern line to the southwest corner of 815 43rd Street; thence, northerly along the western line of 815 43rd Street to the southern R/W of 43rd Street; thence, easterly along said southern R/W to the western line of 4301 Colley Avenue extended southward; thence, northerly along said western line to the southern line of 4311 Colley Avenue; thence, westerly along the southern lines of 4311 Colley Avenue to the eastern R/W of Killam Street; thence, northerly and northeastwardly along said eastern R/W to the southern R/W of 46th Street; thence, easterly along said southern R/W to the eastern line of 857 46th Street; thence, southerly along said eastern line of 857 46th Street to the southern line of 849 46th Street; thence,

easterly along the southern line of 849 46th Street and other lots on 46th Street to the eastern line of 811 46th Street; thence, northerly along said eastern line to the northern R/W of 46th Street; thence, westerly along said northern R/W of 46th Street to the western line of 812 46th Street; thence, northerly along said western line to the northern R/W of 47th Street; thence, easterly along said northern R/W to the eastern line of 810 47th Street; thence, northerly along said eastern line, crossing 48th Street to the southern line of 4815 Colley Avenue; thence, westerly along said southern lines of lots on 49th Street to the western line of 811 49th Street; thence, northerly along said western line to the northern R/W of 49th Street; thence, easterly along said northern R/W to the western line of 4901 Colley Avenue; thence, northerly along said western line extended, crossing 50th Street, 51st Street and 52nd Street to the northern R/W of 52nd Street; thence, westerly along said R/W to the western line of 812 52nd Street; thence, northerly along said western line to the north line of 816 52nd Street; thence, westerly along said northern line extended to the western R/W of Waterview Avenue (closed); thence, northeastwardly along said western R/W and the northern R/W of 53rd Street (closed) to the western R/W of Colley Avenue; thence, southerly along said western R/W to a point opposite the northern line of 5200 Colley Avenue extended westward; thence, crossing Colley Avenue along said northern line to the northeast corner of 5200 Colley Avenue; thence, southerly along the eastern line of 5200 Colley to the southern R/W of 52nd Street; thence, easterly along said southern R/W to the eastern line of 5104 Colley Avenue; thence, southerly, easterly and southerly along said eastern line to the southern R/W of 51st Street; thence, westerly along said southern R/W to the eastern line of 5008 Colley Avenue; thence, southerly along said eastern line extended southerly to the northern R/W of 48th Street; thence, westerly along said northern R/W to the eastern R/W of Colley Avenue; thence, southerly along said eastern R/W to the northern R/W of 47th Street; thence, easterly along said northern R/W to the western shoreline of Knitting Mill Creek; thence, generally southerly, along the varying directions of the western and southern shoreline of Knitting Mill Creek to the intersection of the western R/W of Mayflower Road and the northern R/W line of W. 42nd Street; thence, southerly along said western R/W of Mayflower Road, crossing W. 42nd Street, to the southern line of W. 42nd Street; thence, westerly along said southern R/W to the eastern line of 707 W. 42nd Street; thence, southerly and westerly along the eastern and southern lines of 707 W. 42nd Street to the northeast corner of 4106

Colley Avenue; thence, southerly along the eastern line of 4106 Colley Avenue extended to the southern R/W of W. 41st Street; thence, easterly along said R/W to the western R/W of Mayflower Road; thence, southwestwardly along said western R/W, crossing W. 40th Street to the southern R/W of Michigan Avenue; thence, easterly along the said southern R/W of Michigan Avenue to the eastern line of 737 Michigan Avenue; thence, southeastwardly and southwestwardly along the eastern and southern lines of 737 Michigan Avenue to the northeast corner of 3800 Colley Avenue; thence, southeastwardly along the eastern line of 3800 Colley Avenue to the southern R/W of 38th Street; thence, southwestwardly along said southern R/W to the eastern line of 739 38th Street; thence, southeastwardly along said eastern line and the eastern lines of 3710 and 3706 Colley to the southern R/W of 37th Street; thence, southwestwardly along said southern R/W to the eastern line of 3614 Colley Avenue; thence, southeastwardly along the eastern lines of 3614, 3612, 3608, 3604 and 3600 to the southern R/W of 36th Street; thence, westerly to the eastern line of 3518 Colley Avenue; thence, southeastwardly along the eastern lines of 3518, 3514 and 3510 Colley Avenue to the northern line of 3500 Colley Avenue; thence, northeastwardly along the northern line of 3500 Colley Avenue extended to the northeast corner of 738 35th Street; thence, southeastwardly along the eastern line of 738 35th Street to the northern R/W of 35th Street; thence, northeastwardly along said northern R/W to the eastern R/W of Gosnold Avenue; thence, northwestwardly along said eastern R/W to the northwest corner of 644 35th Street; thence, northeastwardly along the northern line of 644 35th Street and other lots on 35th Street to the eastern R/W of Newport Avenue; thence, northwestwardly along said eastern R/W to the southern R/W of 36th Street; thence, northeastwardly along said southern R/W to the north east corner of 539 36th Street; thence, southeastwardly along the eastern lines of 539 36th Street and 3508 Newport to the northern line of 534 35th Street; thence, northeastwardly along the northern line of 534 35th Street and other lots on 35th Street to the eastern R/W of Colonial Avenue; thence, northwestwardly along said eastern R/W to the southern R/W of 36th Street; thence, northeastwardly along said southern R/W to the eastern line of 435 36th Street; thence, southeastwardly along the eastern line of 435 36th Street and 436 35th Street to the southern R/W of 35th Street; thence, northeastwardly along said southern R/W to the eastern line of 425 35th Street; thence, southeastwardly along said eastern line to the southern line of 425 35th Street; thence, southwestwardly along said

southern line of 425 35th Street and other lots on 35th Street to the western R/W line of Colonial Avenue; thence, northwestwardly along said western R/W to the southern R/W of 35th Street; thence, southwestwardly along said southern R/W to the eastern line of 513 35th Street; thence, southeastwardly along said eastern line to the southern line of 513 35th Street; thence, southwestwardly along the southern line of 513 35th Street and other lots on 35th Street, crossing Newport Avenue to the eastern R/W line of Gosnold Avenue; thence, northwestwardly along said eastern R/W of Gosnold Avenue to the southern R/W of 35th Street; thence, southwestwardly along said southern R/W of 35th Street to the northeastern corner of 3400 Colley Avenue; thence, southeastwardly along the eastern line of 3400 Colley Avenue extended southwardly to the southern R/W of 34th Street; thence, southwestwardly along said southern R/W to the eastern R/W of Colley Avenue; thence, southerly along said eastern R/W to the southern R/W of W. 31st Street, being the Point of beginning.

(3) Park Place section

Beginning at the intersection of the northern right-of-way (R/W) of W. 23rd Street and the centerline (CL) of Llewellyn Avenue, said point being previously described in the Midtown Industrial New Enterprise Zone Subsection description; thence, northwestwardly along said northern R/W of W. 23rd Street, across DeBree Avenue, to the western R/W of Colonial Avenue; thence, southwestwardly along said western R/W of Colonial Avenue, across W. 23rd Street, to the northern R/W of W. 22nd Street; thence, northwestwardly along said northern R/W of W. 22nd Street to the western line of 2201 Colonial Avenue; thence, northeastwardly along said western line of 2201 Colonial Avenue, across W. 23rd Street, to the northern R/W of W. 23rd Street; thence, northwestwardly along said northern R/W of W. 23rd Street, across Newport Avenue and Gosnold Avenue to the CL of Colley Avenue; thence, southwardly along said CL of Colley avenue to the southern R/W of W. 22nd Street; thence, northwestwardly along said southern R/W of W. 22nd Street to the northwest corner of 816 W. 21st Street; thence, southwestwardly along the western line of 816 W. 21st Street to the southwest corner of 816 W. 21st Street; thence, northwestwardly along the northern R/W of W. 21st Street to its intersection with the northerly prolongation of the western R/W of Core Avenue; thence, southwestwardly along said prolongation and western R/W of Core Avenue to the southeast corner of 901 W. 21st Street;

thence, westwardly along the arc of a curve to the left, said arc being the southern line of 901 W. 21st Street and its westerly prolongation thereof to the southeast corner of 951 Woodrow Avenue; thence, northwardly along the eastern line of 951 Woodrow Avenue, across Woodrow Avenue, to the northern R/W of Woodrow Avenue; thence, westwardly along said northern R/W to the southwest corner of 950 Woodrow Avenue; thence, northwardly along the western line of 950 Woodrow Avenue to the northwest corner of 950 Woodrow Avenue; thence, eastwardly along said northern line of 950 Woodrow Avenue to the southwest corner of 939 W. 21st Street; thence, northwardly along the western line of 939 W. 21st Street and its northerly prolongation thereof to the northern R/W of Azalea Court; thence, southwestwardly along said northern R/W of Azalea Court to the eastern R/W of Hampton Boulevard; thence, northwestwardly along said eastern R/W of Hampton Boulevard to the southern R/W of W. 21st Street; thence, southeastwardly along said southern R/W of W. 21st Street to the northern R/W of Azalea Court; thence, northwardly, across W. 21st Street, to the southwest corner of 954 W. 21st Street; thence, northeastwardly along the western line of 954 W. 21st Street and its northeasterly prolongation thereof, across the R/W of Norfolk and Southern Railroad, to the northern R/W of W. 23rd Street; thence, northwestwardly along said northern R/W of W. 23rd Street to the eastern R/W of Hampton Boulevard; thence, northwestwardly along said eastern R/W of Hampton Boulevard and its northwesterly prolongation thereof to the northern R/W of W. 24th Street; thence, northwestwardly along said northern R/W of W. 24th Street, across Hampton Boulevard, to the western R/W of Hampton Boulevard; thence, southeastwardly along said western R/W of Hampton Boulevard to the southeast corner of 2309 Hampton Boulevard; thence, northwestwardly along the northern R/W of W. 23rd Street the western terminus of W.23rd Street; thence, southwestwardly along the western terminus of W. 23rd Street R/W to the northern R/W of Norfolk and Southern Railroad; thence, northwestwardly along said northern R/W of Norfolk and Southern Railroad to the eastern R/W of Bowdens Ferry Road; thence, northeastwardly along said eastern R/W of Bowdens Ferry Road to a point opposite the southern R/W of W. 24th Street; thence, northwestwardly, across Bowdens Ferry Road, along said southern R/W of W. 24th Street to its terminus; thence, northeastwardly along said terminus of W. 24th Street to the southeast corner of 1301 W. 25th Street; thence, northwardly along the eastern line of 1301 W. 25th Street to the northeast corner of 1301 W. 25th Street; thence, eastwardly along the southern R/W of W. 25th Street to the

western R/W of Bowdens Ferry Road; thence, northeastwardly along said western R/W of Bowdens Ferry Road to the southern R/W of W. 26th Street; thence, eastwardly, across Bowdens Ferry Road, to the northeast corner of W. 26th Street and Bowdens Ferry Road; thence, southeastwardly along the northern R/W of W. 26th Street to the western line of 1204 W. 26th Street; thence, northeastwardly along said western line extended, across W. 27th Street, to the northern R/W of W. 27th Street; thence northwestwardly along said northern R/W of W. 27th Street to the southwest corner of 2701 Hampton Boulevard; thence northeastwardly along the western lines of 2701 Hampton Boulevard to the northwest corner of 2701 Hampton Boulevard; thence, northeastwardly, across 35th Street, to the northern R/W of 35th Street; thence, northwestwardly along said northern R/W of 35th Street to the eastern R/W of Bowdens Ferry Road; thence, northwestwardly along said eastern R/W of Bowdens Ferry Road to the southern R/W of 38th Street; thence, eastwardly along said southern R/W of 38th Street to the western R/W of Hampton Boulevard; thence, across Hampton Boulevard, to the northeast corner of 1041 38th Street; thence, southwardly along the eastern line of 1041 38th Street to the southwest corner of 1036 37th Street;
thence, westwardly along the northern R/W of 37th Street to a point opposite the northeast corner of 1090 35th Street; thence, southwardly, across 35th Street, to the northeast corner of 1090 35th Street; thence, southwardly along said eastern line of 1090 35th Street and its southerly prolongation thereof, across 35th Street, to the northern R/W of Lamberts Point Road; thence, southeastwardly along said northern R/W of Lamberts Point Road to the southern line of 1037 35th Street; thence, eastwardly along said southern line of 1037 35th Street and its easterly prolongation thereof to the western R/W of Killam Avenue; thence, southwardly along said western R/W of Killam Avenue, across 34th Street, Lamberts Point Road, W. 31st Street, W. 27th Street and W. 26th Street, to the southern R/W of W. 26th Street; thence, southeastwardly along said southern R/W of W. 26th Street, across Killam Avenue, to the northeast corner of 915 W. 26th Street; thence, southwestwardly along the eastern line of 915 W. 26th Street and its southwesterly prolongation thereof to the northern R/W of W. 25th Street; thence, southeastwardly along said northern R/W of W. 25th Street to the western R/W of Morton Avenue; thence, northeastwardly along said western R/W of Morton Avenue to the southern R/W of W. 26th Street; thence, southeastwardly along said southern R/W of W. 26th Street, across Morton Avenue, to the northwest corner of 815 W. 26th Street; thence, northeastwardly, across W. 26th Street,

to the southwest corner of 2601 Colley Avenue; thence, northeastwardly along the western line of 2601 Colley Avenue to the northwest corner of 2601 Colley Avenue; thence, northwardly, across W. 27th Street, to the southwest corner of 2713 Colley Avenue; thence, northwardly along the western lines of 2713 Colley Avenue to the northwest corner of 2713 Colley Avenue; thence, southeastwardly along the southern R/W of W. 28th Street to the intersection of the southern R/W of W. 28th Street and the western R/W of Colley Avenue; thence, northwardly along said western R/W of Colley Avenue to the southern R/W of W. 31st Street; thence, eastwardly along the southern R/W of W. 31st Street to the northwest corner of 733 W. 31st Street; thence, southwestwardly along the western line of 733 W. 31st Street to the southwest corner of 733 W. 31st Street; thence, northwestwardly along the northern line of 744 W. 28th Street to the northwest corner of 744 W. 28th Street; thence, southwestwardly along the western line of 744 W. 28th Street and its southwesterly prolongation thereof, across W. 28th Street, to the southern R/W of W. 28th Street; thence, southeastwardly along said southern R/W of W. 28th Street to the northeast corner of 2722 Colley Avenue; thence, southwestwardly along the eastern line of 2722 Colley Avenue to the northern line of 2710 Colley Avenue; thence, southeastwardly along said northern line of 2710 Colley Avenue to the northeast corner of 2710 Colley Avenue; thence, southwestwardly along the eastern line of 2710 Colley Avenue to the northern R/W of W. 27th Street; thence, southwardly, across W. 27th Street, to the northeast corner of 2618 Colley Avenue; thence, southwestwardly along the eastern lines of 2618 Colley Avenue to the southeast corner of 2618 Colley Avenue; thence, southeastwardly, across W. 26th Street, to the northeast corner of 2506 Colley Avenue; thence, southwestwardly along the eastern line of 2506 Colley Avenue to the southwest corner of 723 W. 26th Street; thence, southeastwardly along the southern line of 723 W. 26th Street and its southeasterly prolongation thereof, across Gosnold Avenue and Newport Avenue, to the southwest corner of 2511 Colonial Avenue; thence, northeastwardly along the western line of 2511 Colonial Avenue to the northwest corner of 2511 Colonial Avenue; thence, southeastwardly along the southern R/W of W. 26th Street to the western R/W of Colonial Avenue; thence, southwestwardly along said western R/W of Colonial Avenue to the southeastern corner of 2511 Colonial Avenue; thence southeastwardly, across Colonial Avenue, to the southwest corner of 2512 Colonial Avenue; thence, along the southern line of 2512 Colonial Avenue and its southeasterly prolongation thereof, across DeBree Avenue, to the CL of

Llewellyn Avenue; thence, southwestwardly along said CL of Llewellyn Avenue to the point of beginning.

(4) Midtown Industrial section

Beginning at the intersection of the eastern right-of-way (R/W) of Granby Street and the northern R/W of E. Virginia Beach Boulevard, said point being previously described in the New Enterprise Zone - North Brambleton Subsection description; thence, northwardly along said eastern R/W of Granby Street, across E. 9th Street, 11th Street and E. Princess Anne Road to the southern R/W of 13th Street; thence, southeastwardly along said southern R/W of 13th Street across Monticello Avenue to the southeast corner of 13th Street and Monticello Avenue; thence, northeastwardly along said eastern R/W of Monticello Avenue, across 14th Street and 16th Street to the southeast corner of Monticello Avenue and 17th Street; thence, northwestwardly along the southern R/W of 17th Street across Monticello Avenue and Granby Street to the western R/W of Granby Street; thence, northeastwardly along said western R/W of Granby Street, across 17th, 18th, W. 19th, W. 20th, W. 21st, W. 22nd and W. 23rd Streets to the northern R/W of W. 23rd Street; thence, northwestwardly along said northern R/W of W. 23rd Street, across Omohundro Avenue to the centerline (CL) of Llewellyn Avenue; thence, northeastwardly along said CL of Llewellyn Avenue to a point opposite the northern line of 244 W. 25th Street; thence, southeastwardly along the said northern line of 244 W. 25th Street and its southeastwardly prolongation thereof, across Omohundro Avenue to the southeast corner of 109 W. 26th Street; thence, northeastwardly along the eastern line of 109 W. 26th Street to the southern R/W of W. 26th Street; thence, southeastwardly along said southern R/W of W. 26th Street to the western R/W of Granby Street; thence, northeastwardly along said western R/W of Granby Street and across W. 26th Street to the southern line of 2609 Granby Street; thence, northwestwardly along said southern line of 2609 Granby Street and its northwestwardly prolongation thereof to the southwest corner of 109 W. 27th Street; thence, northeastwardly along the western line of 109 W. 27th Street to the southern R/W of W. 27th Street; thence, southeastwardly along said southern R/W of W. 27th Street to a point opposite the southwest corner of 2707 Granby Street; thence, northeastwardly across W. 27th Street to the southwest corner of 2707 Granby Street; thence, northeastwardly along the western line of 2707 Granby Street to the southern R/W of W. 28th Street; thence, southeastwardly along said southern R/W of W. 28th Street to the western R/W

of Granby Street; thence, northeastwardly along said western R/W of Granby Street across W. 28th Street to the northern R/W of W. 29th Street extended westward; thence, southeastwardly along said northern R/W of W. 29th Street across Granby Street to the southwestern corner of 2907 Monticello Avenue; thence, northeastwardly along the western line of 2907 Monticello Avenue to the northwestern corner of 2907 Monticello Avenue; thence, southeastwardly along the northern line of 2907 Monticello Avenue to the southwestern corner of 117 E. 30th Street; thence, northeastwardly along the western line of 117 E. 30th Street to the southern R/W of E. 30th Street; thence, southeastwardly along said southern R/W of E. 30th Street to the western R/W of Monticello Avenue; thence southeastwardly, across Church Street, to the northwest corner of 2920 Church Street; thence, northeastwardly along the northern line of 2920 Church Street to the northeastern corner of 2920 Church Street; thence, southeastwardly along the eastern line of 2920 and its southeasterly prolongation thereof, across E. 29th Street, E. 28th Street and E. 27th Street to the northeast corner of 2610 Church Street; thence, northeastwardly along the southern R/W of E. 27th Street to the northeast corner of 717 E. 27th Street; thence, southeastwardly along the eastern line of 717 E. 27th Street to the southeastern corner of 717 E. 27th Street; thence, southwestwardly along the southern line of 717 E. 27th Street and its southwesterly prolongation thereof to the eastern line of 2610 Church Street; thence, southeastwardly along said eastern line of 2610 Church Street across E. 26th Street to the southern R/W of E. 26th Street; thence, northeastwardly along said southern R/W of E. 26th Street, across Fawn Street and Gazel Street to the western R/W of Leo Street; thence, southeastwardly along said western R/W of Leo Street across E. 25th Street to the southeast corner of 819 E. 23rd Street; thence, southwardly across Rugby Street and along the eastern line of 731 Rugby Street to the southern R/W of Pollard Street; thence, southeastwardly along said southern R/W of Pollard Street to the northwest corner of 825 Pollard Street; thence, southwestwardly along the western line of 825 Pollard Street to the southwest corner of 825 Pollard Street; thence, southeastwardly along the southern line of 825 Pollard Street and its southeasterly prolongation thereof to the western R/W of Middle Avenue; thence, southwestwardly along said western R/W of Middle Avenue to the northern R/W of Norfolk and Southern Railroad; thence, northwestwardly along said northern R/W of Norfolk and Southern Railroad to the centerline (CL) of Church Street; thence, southeastwardly along said CL of Church Street to the southern R/W of Norfolk and Southern Railroad; thence,

southeastwardly along said southern R/W of Norfolk and Southern Railroad to the eastern corner of 2000 Church Street; thence, southwestwardly along the southern line of 2000 Church Street to the western R/W of O'Keefe Street; thence, southeastwardly, southwestwardly and northwestwardly along the eastern, southern and western lines of 1835 O'Keefe Street to the northern R/W of Chase Street; thence, southwestwardly along the northern terminus of Chase Street to the western R/W of Chase Street; thence, southeastwardly along the western R/W of Chase Street to the southeast corner of 1830 Church Street; thence, southwestwardly along the southern line of 1830 Church Street to the eastern R/W of Strickler Street; thence, northwestwardly along said eastern R/W of Strickler Street to the northern terminus of Strickler Street; thence, southwestwardly along the said northern terminus to the western R/W of Strickler Street; thence southeastwardly along said R/W to the southern line of 1809 Strickler Street; thence southwestwardly along said southern line to the southwest corner of 1809 Strickler Street; thence southeastwardly along the eastern line of 1806 Church Street and its southeasterly prolongation thereof, across C Avenue and B Avenue to the northern R/W of A Avenue; thence, southwestwardly along said northern R/W of A Avenue to the eastern R/W of Church Street; thence, southeastwardly along the eastern R/W of Church Street to the southern R/W of Washington Avenue; thence, eastwardly to the eastern line of 709 Washington Avenue ; thence, southeastwardly, southwestwardly and southeastwardly along the eastern and southern line of 709 Washington Street to the southwest corner of 708 Johnson Avenue on the northern R/W; thence, southwestwardly along the said northern R/W of Johnson Avenue, across Church Street to the western R/W of Church Street; thence, northwestwardly along the said western R/W of Church Street the southeast corner of 1631 Church Street; thence, southwestwardly along the southern line of 1631 Church Street to the southwest corner of 1631 Church Street; thence, northeasterly along the southwestern line of 1631 Church Street to the intersection with the western line of 1701 Church Street; thence, northwestwardly along said western line of 1701 Church Street to the southern R/W of E. 18th Street; thence, southwestwardly along said southern R/W of E. 18th Street to the eastern R/W of Armistead Avenue; thence, southwestwardly along said eastern R/W of Armistead Avenue to the northern R/W of E. 17th Street; thence, southeastwardly along said northern R/W of E. 17th Street to the eastern terminus of E. 17th Street; thence southwardly along said eastern terminus of E. 17th Street to the northern

line of 1630 Armistead Avenue; thence, eastwardly along said northern line of 1630 Armistead Avenue to its intersection with the northern line of Elmwood Cemetery at 238 E. Princess Anne Road; thence, southwestwardly, southwestwardly and northwestwardly along the southern lines of 1630 Armistead Avenue to the eastern R/W of Armistead Avenue; thence, northwestwardly across Armistead Avenue to the western R/W of Armistead Avenue; thence, southwestwardly along the said western R/W of Armistead Avenue across 14th and 13th Streets to the northern R/W of E. Princess Anne Road; thence, northwestwardly along said northern R/W of E. Princess Anne Road across Monticello Avenue to the western R/W of Monticello Avenue; thence, southwardly along the said western R/W of Monticello Avenue, across 11th Street and E. 9th Street to the northern R/W of E. Virginia Beach Boulevard; thence, westwardly along said northern R/W of E. Virginia Beach Boulevard to the point of beginning.

(5) North Brambleton section

Beginning at the intersection of the eastern right-of-way (R/W) of Granby Street and the northern R/W of E. Virginia Beach Boulevard, said point being previously described in the New Enterprise Zone - North Brambleton Subsection description; thence, northwardly along said eastern R/W of Granby Street, across E. 9th Street, 11th Street and E. Princess Anne Road to the southern R/W of 13th Street; thence, southeastwardly along said southern R/W of 13th Street across Monticello Avenue to the southeast corner of 13th Street and Monticello Avenue; thence, northeastwardly along said eastern R/W of Monticello Avenue, across 14th Street and 16th Street to the southeast corner of Monticello Avenue and 17th Street; thence, northwestwardly along the southern R/W of 17th Street across Monticello Avenue and Granby Street to the western R/W of Granby Street; thence, northeastwardly along said western R/W of Granby Street, across 17th, 18th, W. 19th, W. 20th, W. 21st, W. 22nd and W. 23rd Streets to the northern R/W of W. 23rd Street; thence, northwestwardly along said northern R/W of W. 23rd Street, across Omohundro Avenue to the centerline (CL) of Llewellyn Avenue; thence, northeastwardly along said CL of Llewellyn Avenue to a point opposite the northern line of 244 W. 25th Street; thence, southeastwardly along the said northern line of 244 W. 25th Street and its southeastwardly prolongation thereof, across Omohundro Avenue to the southeast corner of 109 W. 26th Street; thence, northeastwardly along the eastern line of 109 W. 26th Street to the southern R/W of W. 26th Street; thence, southeastwardly

along said southern R/W of W. 26th Street to the western R/W of Granby Street; thence, northeastwardly along said western R/W of Granby Street and across W. 26th Street to the southern line of 2609 Granby Street; thence, northwestwardly along said southern line of 2609 Granby Street and its northwestwardly prolongation thereof to the southwest corner of 109 W. 27th Street; thence, northeastwardly along the western line of 109 W. 27th Street to the southern R/W of W. 27th Street; thence, southeastwardly along said southern R/W of W. 27th Street to a point opposite the southwest corner of 2707 Granby Street; thence, northeastwardly across W. 27th Street to the southwest corner of 2707 Granby Street; thence, northeastwardly along the western line of 2707 Granby Street to the southern R/W of W. 28th Street; thence, southeastwardly along said southern R/W of W. 28th Street to the western R/W of Granby Street; thence, northeastwardly along said western R/W of Granby Street across W. 28th Street to the northern R/W of W. 29th Street extended westward; thence, southeastwardly along said northern R/W of W. 29th Street across Granby Street to the southwestern corner of 2907 Monticello Avenue; thence, northeastwardly along the western line of 2907 Monticello Avenue to the northwestern corner of 2907 Monticello Avenue; thence, southeastwardly along the northern line of 2907 Monticello Avenue to the southwestern corner of 117 E. 30th Street; thence, northeastwardly along the western line of 117 E. 30th Street to the southern R/W of E. 30th Street; thence, southeastwardly along said southern R/W of E. 30th Street to the western R/W of Monticello Avenue; thence southeastwardly, across Church Street, to the northwest corner of 2920 Church Street; thence, northeastwardly along the northern line of 2920 Church Street to the northeastern corner of 2920 Church Street; thence, southeastwardly along the eastern line of 2920 and its southeasterly prolongation thereof, across E. 29th Street, E. 28th Street and E. 27th Street to the northeast corner of 2610 Church Street; thence, northeastwardly along the southern R/W of E. 27th Street to the northeast corner of 717 E. 27th Street; thence, southeastwardly along the eastern line of 717 E. 27th Street to the southeastern corner of 717 E. 27th Street; thence, southwestwardly along the southern line of 717 E. 27th Street and its southwesterly prolongation thereof to the eastern line of 2610 Church Street; thence, southeastwardly along said eastern line of 2610 Church Street across E. 26th Street to the southern R/W of E. 26th Street; thence, northeastwardly along said southern R/W of E. 26th Street, across Fawn Street and Gazel Street to the western R/W of Leo Street; thence, southeastwardly along said western R/W of Leo Street across E. 25th Street to the southeast corner

of 819 E. 23rd Street; thence, southwardly across Rugby Street and along the eastern line of 731 Rugby Street to the southern R/W of Pollard Street; thence, southeastwardly along said southern R/W of Pollard Street to the northwest corner of 825 Pollard Street; thence, southwestwardly along the western line of 825 Pollard Street to the southwest corner of 825 Pollard Street; thence, southeastwardly along the southern line of 825 Pollard Street and its southeasterly prolongation thereof to the western R/W of Middle Avenue; thence, southwestwardly along said western R/W of Middle Avenue to the northern R/W of Norfolk and Southern Railroad; thence, northwestwardly along said northern R/W of Norfolk and Southern Railroad to the centerline (CL) of Church Street; thence, southeastwardly along said CL of Church Street to the southern R/W of Norfolk and Southern Railroad; thence, southeastwardly along said southern R/W of Norfolk and Southern Railroad to the eastern corner of 2000 Church Street; thence, southwestwardly along the southern line of 2000 Church Street to the western R/W of O'Keefe Street; thence, southeastwardly, southwestwardly and northwestwardly along the eastern, southern and western lines of 1835 O'Keefe Street to the northern R/W of Chase Street; thence, southwestwardly along the northern terminus of Chase Street to the western R/W of Chase Street; thence, southeastwardly along the western R/W of Chase Street to the southeast corner of 1830 Church Street; thence, southwestwardly along the southern line of 1830 Church Street to the eastern R/W of Strickler Street; thence, northwestwardly along said eastern R/W of Strickler Street to the northern terminus of Strickler Street; thence, southwestwardly along the said northern terminus to the western R/W of Strickler Street; thence southeastwardly along said R/W to the southern line of 1809 Strickler Street; thence southwestwardly along said southern line to the southwest corner of 1809 Strickler Street; thence southeastwardly along the eastern line of 1806 Church Street and its southeasterly prolongation thereof, across C Avenue and B Avenue to the northern R/W of A Avenue; thence, southwestwardly along said northern R/W of A Avenue to the eastern R/W of Church Street; thence, southeastwardly along the eastern R/W of Church Street to the southern R/W of Washington Avenue; thence, eastwardly to the eastern line of 709 Washington Avenue ; thence, southeastwardly, southwestwardly and southeastwardly along the eastern and southern line of 709 Washington Street to the southwest corner of 708 Johnson Avenue on the northern R/W; thence, southwestwardly along the said northern R/W of Johnson Avenue, across Church Street to the western R/W of Church

Street; thence, northwestwardly along the said western R/W of Church Street the southeast corner of 1631 Church Street; thence, southwestwardly along the southern line of 1631 Church Street to the southwest corner of 1631 Church Street; thence, northeasterly along the southwestern line of 1631 Church Street to the intersection with the western line of 1701 Church Street; thence, northwestwardly along said western line of 1701 Church Street to the southern R/W of E. 18th Street; thence, southwestwardly along said southern R/W of E. 18th Street to the eastern R/W of Armistead Avenue; thence, southwestwardly along said eastern R/W of Armistead Avenue to the northern R/W of E. 17th Street; thence, southeastwardly along said northern R/W of E. 17th Street to the eastern terminus of E. 17th Street; thence southwardly along said eastern terminus of E. 17th Street to the northern line of 1630 Armistead Avenue; thence, eastwardly along said northern line of 1630 Armistead Avenue to its intersection with the northern line of Elmwood Cemetery at 238 E. Princess Anne Road; thence, southwestwardly, southwestwardly and northwestwardly along the southern lines of 1630 Armistead Avenue to the eastern R/W of Armistead Avenue; thence, northwestwardly across Armistead Avenue to the western R/W of Armistead Avenue; thence, southwestwardly along the said western R/W of Armistead Avenue across 14th and 13th Streets to the northern R/W of E. Princess Anne Road; thence, northwestwardly along said northern R/W of E. Princess Anne Road across Monticello Avenue to the western R/W of Monticello Avenue; thence, southwardly along the said western R/W of Monticello Avenue, across 11th Street and E. 9th Street to the northern R/W of E. Virginia Beach Boulevard; thence, westwardly along said northern R/W of E. Virginia Beach Boulevard to the point of beginning.

(6) Fort Norfolk section

Beginning at the intersection of the northern right-of-way (R/W) of W. Brambleton Avenue and the western R/W of Duke Street, said point being previously described in the New Enterprise Zone—North Brambleton Subsection description; thence, southwardly across W. Brambleton Avenue to the intersection of the southern R/W of W. Brambleton Avenue and the western R/W of Duke Street; thence, generally westerly along the southern R/W of W. Brambleton Avenue across the waters of Smith Creek to the northeast corner of lands of the United States of America on the western shoreline of Smith Creek; thence, generally southwestwardly, along the varying directions of the western shoreline of Smith Creek to the

northern shoreline of the Elizabeth River; thence, generally northwestwardly, along the varying directions of the northern shoreline of the Elizabeth River to the southern line of 139 Riverview Avenue, less and except the condo development site at 40 Rader Street and the lands of the United States of America at Fort Norfolk at 803 Front Street; thence, westerly and northwestwardly along said southern lines of 139 and 151 Riverview Avenue, and 902 Southampton Avenue to the western corner of 902 Southampton Avenue; thence, northeastwardly along the western lines of 902 Southampton Avenue and 151 Riverview Avenue to the northwest corner of 151 Riverview Avenue; thence, northeastwardly along the northern line of 151 Riverview Avenue to the western line of the Elizabeth River Trail; thence, northwestwardly and westwardly along said western and southern line of the Elizabeth River Trail to the eastern line of the Midtown Tunnel (Elisabeth River Tunnel Commission); thence, northeastwardly along said eastern line to the northwest corner of property of Norfolk Redevelopment and Housing (GPIN: 1428404723); thence, southeastwardly along the northern line of said Norfolk Redevelopment and Housing to the western R/W of Hampton Boulevard; thence, southeastwardly, across Hampton Boulevard to the northwest corner of 400 Gresham Drive on the eastern R/W of Hampton Boulevard; thence, northeastwardly along the northern line of 400 Gresham Drive to the northern R/W line of Gresham Drive; thence, northeastwardly along the said northern R/W to the northern R/W of Fairfax Avenue; thence, generally in a southeastern direction, northeastwardly, easterly and southeastwardly along said R/W to a point opposite the northeast corner of 400 Gresham Drive; thence, southwestwardly, across Fairfax Avenue to the northeast corner of 400 Gresham Drive; thence, southwestwardly, southeastwardly and southwestwardly along the eastern line of 400 Gresham Drive to the northern R/W of Brambleton Avenue; thence, generally southeastwardly along said northern R/W, southeastwardly, easterly and northeastwardly, across Colley Avenue and the waters of Smith Creek to the intersection of said northern (R/W) and the western R/W of Duke Street, the point of beginning.

(7) St. Pauls section

Beginning at the intersection of the northern right-of-way (R/W) of E. Princess Anne Road and the western R/W of Courtney Avenue, said point being previously described in the New Enterprise Zone—St. Julian Subsection; thence, northwestwardly along said northern R/W of E. Princess Anne

Road to the northeasterly prolongation of the western R/W of May Avenue; thence, southwestwardly along said western R/W of May Avenue to the southern R/W of E. Virginia Beach Boulevard; thence, southeastwardly along said southern R/W of E. Virginia Beach Boulevard to the western R/W of Cecelia Street; thence, southwestwardly along said western R/W of Cecelia Street to the northern R/W of Corprew Avenue; thence, southwardly to the northwestern corner of 1234 E. Olney Road; thence, southeastwardly along the northern line of 1234 E. Olney Road to the northeastern corner of 1234 E. Olney Road; thence, southwestwardly, along the eastern line of 1234 E. Olney Road to the northeast corner of 1232 E. Olney Road; thence, southwestwardly along the eastern line of 1232 E. Olney Road to the southern R/W of E. Olney Road; thence, northwestwardly along the said southern R/W of E. Olney Road to the northeast corner of 736 Cecilia Street; thence, southwardly along the eastern line of 736 Cecelia Street to the southeast corner of 736 Cecelia Street; thence, southwestwardly along the eastern line of an alley to the southwestern corner of 1250 E. Brambleton Avenue, being the northeastern R/W of E. Brambleton Avenue; thence, southeastwardly along the northeastern R/W of E. Brambleton Avenue to the eastern R/W of Marshall Avenue; thence, southwestwardly across E. Brambleton Avenue to the intersection of the eastern R/W of Marshall Avenue and the northwestern corner of 555 Park Avenue, being the southeastern R/W of E. Brambleton Avenue; thence, southeastwardly along said southeastern R/W of E. Brambleton Avenue to the southeastern R/W of Park Avenue; thence, northeastwardly along said southeastern R/W of Park Avenue to the southeastern R/W of E. Brambleton Avenue; thence, southeastwardly along said southeastern R/W of E. Brambleton Avenue to the eastern corner of 1625 E. Brambleton Avenue; thence, westerly along the southern line of 1625 E. Brambleton Avenue to the southeastern R/W of Park Avenue; thence, southwestwardly along said southeastern R/W of Park Avenue to the northeastern R/W of Claiborne Avenue; thence, southeastwardly along said northeastern R/W of Claiborne Avenue to the northwestern corner of 1900 Claiborne Avenue; thence, meandering southeastwardly, eastwardly and northeastwardly along the northern line of 1900 Claiborne Avenue to the southeastern R/W of an exit ramp for Interstate Highway 264; thence, eastwardly across E. Brambleton Avenue to the western corner of 2100 Kimball Terrace; thence, meandering eastwardly along the southern R/W of I-264 to the northern corner of 2230 Kimball Terrace; thence, southeastwardly and southwardly along the northeastern and

eastern lines of 2230 Kimball Terrace to the northern R/W of Kimball Terrace; thence, eastwardly along said northern R/W of Kimball Terrace to the eastern line of 2312 Kimball Terrace; thence, northwardly along said eastern line to the northern line of 2312 Kimball Terrace; thence, eastwardly along said northern line of 2312 Kimball Terrace and along the northern line of 707 Thayor Street to the western R/W of Thayor Street; thence, southwardly along said western R/W of Thayor Street to a point opposite the northern line of 2400 Kimball Terrace; thence, eastwardly across Thayor Street and along said northern line of 2400 Thayor Street to the northeast corner of 2408 Kimball Terrace; thence, southwardly along the eastern line of 2408 Kimball Terrace to the northern R/W of Kimball Terrace; thence, eastwardly along said northern R/W of Kimball Terrace to the eastern line of 2604 Kimball Terrace; thence, southwardly across Kimball Terrace to the northeast corner of 2614 Marlboro Avenue; thence, southwardly to the mean low water line of an inlet of the Eastern Branch of the Elizabeth River; thence, meandering generally in a westwardly direction, along the varying directions of the mean low water (shoreline),to the eastern R/W line of the Berkley Bridge (Interstate 264), less and except Harbor Park baseball stadium, a City of Norfolk parcel (GPIN: 1437339770), and a Dominion Virginia Power parcel (GPIN: 1437434643); thence, northerly along said R/W of the Berkley Bridge (Interstate 264) to the southern R/W of Water Street; thence, westerly along said R/W of Water Street to the eastern line of 1101 Water Street; thence, northeastwardly along the northerly prolongation of the eastern line of 1101 Water Street to the northern R/W of Water Street; thence, southeastwardly along said northern R/W of Water Street to the western R/W of Park Avenue; thence, northeastwardly along the western and northern R/W lines of Park Avenue to the western R/W of Norfolk and Southern Railroad; thence, northwardly along said western R/W of Norfolk and Southern Railroad to the southern line of 1213 E. Brambleton Avenue; thence, northwestwardly along said southern line of 1213 E. Brambleton Avenue and its northwesterly prolongation thereof to the western R/W of May Avenue; thence, southwestwardly along said western R/W of May Avenue to the southeast corner of 630 Tidewater Drive; thence, westerly along the southern line of 630 Tidewater Drive to the southwest corner of 630 Tidewater Drive; thence, northwardly along the eastern R/W of Tidewater Drive to the southern R/W of E. Brambleton Avenue; thence, northwestwardly along said southern R/W of E. Brambleton Avenue to the western R/W of Church Street; thence, southwestwardly along the

western R/W of Church Street across E. Bute Street to the intersection of the southern R/W of E. Bute Street and the western R/W of Fenchurch Street; thence, southwestwardly along said western R/W of Fenchurch Street across Wood Street and E. Charlotte Street to the northern R/W of Interstate Highway 264; thence, northwestwardly along said northern R/W of I-264 to the western R/W of St. Paul's Boulevard; thence, northwardly along said western R/W of St. Paul's Boulevard to the westerly prolongation of the southern line of 501 Wood Street; thence, northeasterly, southeasterly, northeasterly, and northerly to the southern R/W of Wood Street; thence, in a westerly direction along the southern R/W of Wood Street to the eastern R/W of St. Paul's Boulevard; thence, southeasterly along the eastern R/W of St. Paul's Boulevard to the northwest corner of 300 St. Paul's Boulevard; thence, westerly across St. Paul's Boulevard to its western R/W; thence, northwesterly along said western R/W to the southern R/W of E. Brambleton Avenue; thence, easterly across St. Paul's Boulevard to its eastern R/W; thence, northerly along said R/W to the northern line of E. Brambleton Avenue; thence, eastwardly along said northern R/W of E. Brambleton Avenue to the northeast corner of E. Brambleton Avenue and Lincoln Street; thence, northwardly along the eastern R/W of Lincoln Street to the southern R/W of E. Virginia Beach Boulevard; thence, southeastwardly along said southern R/W of E. Virginia Beach Boulevard across Church Street to the western R/W of Wide Street; thence, southwestwardly along said western R/W of Wide Street and its southerly prolongation thereof to the southern R/W of E. Olney Road; thence, southeastwardly along said southern R/W of E. Olney Road to the western R/W of Chapel Street; thence, southwestwardly along said western R/W of Chapel Street to a point opposite the intersection of the eastern R/W of Chapel Street and the northern line of 720 Chapel Street; thence, southeastwardly, northeastwardly, southeastwardly, southwestwardly and northwestwardly around the perimeter of said 720 Chapel Street to the northeast corner of 710 Chapel Street; thence, southwestwardly along the eastern line of 710 Chapel Street to the northeast corner of 900 E. Brambleton Avenue; thence, southwestwardly and southeastwardly along the eastern and northern lines of 900 E. Brambleton Avenue to the northwest corner of 914 E. Brambleton Avenue; thence, southeastwardly along the northern line of 914 E. Brambleton Avenue to the northeast corner of 1000 E. Brambleton Avenue; thence, northeastwardly to the northwest corner of 711 Roswell Avenue; thence, along the northern line of 711 Roswell Avenue to the western R/W of Roswell Avenue; thence, southwestwardly

along said western R/W of Roswell Avenue to a point opposite the northern corner of 1016 E. Brambleton Avenue; thence, southeastwardly across Roswell Avenue to the said northern corner of 1016 E. Brambleton Avenue; thence, southeastwardly to the northwest corner of 1028 E. Brambleton Avenue; thence, northeastwardly to the northern corner of 1030 E. Brambleton Avenue; thence, southeastwardly to the southwest corner of 1023 Tunstall Avenue; thence, northeastwardly to the northwest corner of 1023 Tunstall Avenue; thence, southeastwardly to the intersection of the southern R/W of Tunstall Avenue and the western R/W of Tidewater Drive; thence, northeastwardly along said western R/W of Tidewater Drive to the northern R/W of E. Virginia Beach Boulevard; thence, northwestwardly along said northern R/W of E. Virginia Beach Boulevard to the eastern R/W of Chapel Street; thence, northeastwardly along said eastern R/W of chapel Street to the southern line of 1110 Chapel Street; thence, southeastwardly and northeastwardly along the southern and eastern lines of 1110 Chapel Street to the northeast corner of 1110 Chapel Street; thence, southeastwardly along the northern line of 930 E. Virginia Beach Boulevard and its southeasterly prolongation thereof to a point on the eastern R/W of Tidewater Drive; thence, northeastwardly along said eastern R/W of Tidewater Drive across E. Princess Anne Road to the northeast corner of Tidewater Drive and E. Princess Anne Road; thence, southeastwardly along said northern R/W of E. Princess Anne Road across Bolton Street and across the R/W of Norfolk and Southern Railroad to the northwest corner of E. Princess Anne Road and Courtney Avenue, the point of beginning.

(8) Berkley section

Beginning at the intersection of the southern right-of-way (R/W) of Water Street and the eastern R/W of the Berkley Bridge (Interstate 264), said point being previously described in the New Enterprise Zone - St. Pauls Subsection; thence southwestwardly along said eastern R/W, across the Eastern Branch of the Elizabeth River to the intersection of the said eastern R/W of the Berkley Bridge (Interstate 264) and the southern shoreline of the Eastern Branch of the Elizabeth River; thence generally eastwardly and southwardly, along the varying directions of the said shoreline to the western shoreline of Spotico Creek; thence generally southwardly, eastwardly and northwardly, along the varying directions of the western, southern and eastern shorelines of Spotico Creek to the southern shoreline of the

Eastern Branch of the Elizabeth River; thence generally eastwardly, along the varying directions of the said shoreline to the western shoreline of Prescara Creek; thence generally southwardly, eastwardly and northwardly, along the varying directions of the western, southern and eastern shorelines of Prescara Creek to the southern shoreline of the Eastern Branch of the Elizabeth River; thence generally eastwardly, along the varying directions of the said southern shoreline to the eastern line of 508 E. Indian River Road; thence southwardly and southwestwardly along said eastern line to the northern R/W of E. Indian River Road; thence southeasterly along said R/W line to the southeast corner of 600 E. Indian River Road; thence crossing E. Indian River Road southwardly to the intersection of the southern R/W of E. Indian River Road and the western R/W of Marsh Street; thence southwestwardly along said western R/W to the southern R/W of Joyce Street; thence southeastwardly along said southern R/W to the western R/W of Oakfield Street; thence southwestwardly along said western R/W to the northern R/W of Wayman Street; thence northwestwardly along said northern R/W to the western R/W of Todd Street; thence southwestwardly along said western R/W to the northern R/W of Berkley Avenue Extended; thence northwestwardly along said northern R/W to the western line of 1050 Berkley Avenue Extended; thence northwestwardly along said western line to its intersection with the eastern R/W of Hibie Street; thence southwestwardly along said eastern R/W to the eastern R/W of Marsh Street; thence northwestwardly along said eastern R/W to a point opposite the intersection of the western R/W of Marsh Street and the eastern R/W of the Norfolk and Western Railway; thence westerly across Marsh Street to said intersection; thence northwestwardly along the eastern R/W of the Norfolk and Western Railway to a point opposite the eastern terminus of the southern R/W of Craig Street; thence westerly crossing the Norfolk and Western Railway and the Norfolk and Portsmouth Beltline Railroad rights of way to said eastern terminus of the southern R/W of Craig Street being on the southern line of 435 E. Indian River Road; thence westerly and northwestwardly along the southern and western lines of 435 E. Indian River Road across E. Berkley Avenue to the northern R/W of E. Berkley Avenue; thence westerly and northwestwardly along said R/W to the southeast corner of 399 E. Indian River Road; thence southwestwardly along the southern line of 399 E. Indian River Road to the southwest corner of 399 E. Indian River Road; thence northerly along the western line of 399 E. Indian River Road, crossing E. Indian River Road, to the northern R/W of E. Indian River Road; thence northwestwardly

along said northern R/W to the eastern R/W of Fauquier Street; thence northeastwardly along said R/W to the northern terminus of the eastern R/W of Fauquier Street and the southern line of 180 South Main Street; thence northwestwardly along said southern line to the southeast corner of 200 South Main Street; thence northeastwardly and northwestwardly along the eastern and northern lines of 200 South Main Street, crossing South Main Street, to the western R/W of South Main Street; thence southwestwardly along said R/W to the northeast corner of 325 South Main Street; thence northwestwardly along the northern line of 325 South Main Street to the northwest corner of 325 South Main Street; thence southwestwardly along the western lines of 325, 327 and 329 South Main Street to the northeast corner of 198 W. Indian River Road; thence northwestwardly along the northern lines of 198 and 200 W. Indian River Road to the northwest corner of 200 W. Indian River Road; thence southwestwardly along the western line of 200 W. Indian River Road to the northern R/W of W. Indian River Road; thence northwestwardly along said northern R/W to the southwest corner of 214 W. Indian River Road; thence southwestwardly across W. Indian River Road at right angles to the northern R/W of W. Indian River Road to the southern R/W of W. Indian River Road; thence southeastwardly along said southern R/W to the northeast corner of 313 W. Indian River Road; thence southwestwardly along the eastern line of 313 W. Indian River Road extended to the northern line of 411 Clifton Street; thence northwestwardly along said northern line to the northwest corner of 411 Clifton Street; thence southeastwardly along the western line of 411 Clifton Street and the eastern line of 325 Sawyer Street to the southwest corner of 429 Clifton Street; thence southeastwardly along the southern line of 429 Clifton Street, crossing Clifton Street, to the eastern R/W line of Clifton Street; thence southerly and southwestwardly along the eastern R/W of Clifton Street to the northern R/W of Patrick Street; thence southerly, crossing Patrick Street, to the southern R/W of Patrick Street at its intersection with the eastern R/W of State Street; thence southeastwardly along the southern R/W of Patrick Street to the western R/W of South Main Street; thence southwestwardly along said R/W to the southern R/W line of E. Berkley Avenue; thence southeastwardly along said southern R/W to the western R/W of Fauquier Street; thence southwestwardly along said western R/W to the northern R/W of E. Liberty Street; thence northwestwardly along said northern R/W to a point opposite the eastern corner of 109 E. Liberty Street; thence southwestwardly crossing E. Liberty Street and along the

southeastern line of 109 E. Liberty Street to the southern corner of 109 E. Liberty Street, being the eastern corner of 824 South Main Street; thence northwestwardly along the northern line of 824 South Main Street to the eastern R/W of South Main Street; thence northeastwardly along said eastern R/W to the southern R/W of W. Liberty Street; thence northwestwardly along said southern R/W to its intersection with the eastern R/W of State Street extended; thence northeastwardly along the eastern R/W of State Street to the northern R/W of W. Berkley Avenue; thence northwestwardly along said northern R/W to the eastern R/W of Walnut Street; thence northerly along said eastern R/W to the southern line of 501 State Street; thence westerly and northwestwardly along the southern and western lines of 501 State Street to the northwest corner of 501 State Street; thence northeastwardly along the northern line of 501 State Street to the eastern R/W of Walnut Street; thence northwestwardly along said R/W to the northern R/W of W. Indian River Road; thence northeastwardly to the intersection of the northern R/W of Emmett Place and the eastern R/ W of State Street; thence northwestwardly and northerly along said eastern R/W to its intersection with the eastern R/W of Berkley Bridge (Interstate 264); thence northerly along said eastern R/W to its intersection with the southern shoreline of the Eastern Branch of the Elizabeth River; thence northwestwardly along said shoreline to the western R/W line of the Berkley Bridge (Interstate 264); thence northeastwardly along said R/W across the Eastern Branch of the Elizabeth River to a point opposite the intersection of the southern R/W of Water Street and the eastern R/W of the Berkley Bridge (Interstate 264); thence southeastwardly across the Berkley Bridge (Interstate 214) to the point of beginning.

(9) Gosport section

Beginning at the intersection of the western right-of-way (R/W) of the Berkley Bridge (Interstate 264) and the southern shoreline of the Eastern Branch of the Elizabeth River, said point being previously described in the New Enterprise Zone - Berkley Subsection; thence generally southwestwardly along said shoreline to the eastern line of 101 Ligon Street; thence generally in a southerly direction along said eastern line, crossing Relocated Ligon Street to the western R/W of Relocated Ligon Street; thence southerly along said western R/W to northern R/W of the Norfolk and Southern Railroad; thence easterly and southerly along the northern and eastern

R/W lines of the Norfolk and Southern Railroad to the western R/W line of South Main Street; thence southerly along said R/W to its intersection with the southern line of 1405 South Main Street as it intersects said R/W; thence westerly, southerly, westerly and southeastwardly along the lines of 1405 South Main Street to the southeast corner of 1405 South Main Street; thence southwestwardly along the southern line of 1405 South Main to the southwest corner of 1405 South Main Street; thence northwestwardly along the western line of 1405 South Main Street to the northeast corner of 1499 South Main Street; thence westerly along the northern line of 1499 South Main Street to the eastern shoreline of the Southern Branch of the Elizabeth River; thence generally in a northerly direction, along the varying directions of the eastern shoreline of the Southern Branch of the Elizabeth River to its intersection with the southern shoreline of the Eastern Branch of the Elizabeth River; thence generally in a northeastwardly direction, along the varying directions of the southern shoreline of the Eastern Branch of the Elizabeth River to the point of beginning.

(10) Virginia Renaissance Center section

Beginning at the intersection of the eastern line of 600 E. Indian River Road, being the southeast corner of 600 E. Indian River Road, and the northern right-of-way (R/W) of E. Indian River Road, said point being previously described in the New Enterprise Zone - Berkley Subsection; thence generally eastwardly along said R/W in an eastwardly, northeastwardly and southeastwardly along the northern R/W of E. Indian River Road to its intersection with the eastern shoreline of Steamboat Creek; thence generally northeastwardly, along the varying directions of the eastern shoreline of Steamboat Creek to its intersection with the southern shoreline of Eastern Branch of the Elizabeth River; thence generally eastwardly, along the varying directions of the southern shoreline of Eastern Branch of the Elizabeth River to the City of Norfolk Corporate Boundary; thence southwestwardly along the City of Norfolk Corporate Boundary to the southern R/W of E. Indian River Road; thence generally westerly along said R/W in an northwestwardly, southwestwardly and westerly direction to the intersection of the southern R/W of E. Indian River road with the western R/W of Marsh Street; thence northeastwardly, crossing E. Indian River Road, to the point of beginning.

(11) Norfolk Industrial Park section

Beginning at the intersection of the southern right-of-way (R/W) of Nottaway Street and the northwestern R/W of Chesapeake Boulevard, said point being previously described in the Tidewater Drive Enterprise Zone Subsection description; thence, southeastwardly across Chesapeake Boulevard to the intersection of the southern R/W of Nottaway Street and the southeastern R/W of Chesapeake Boulevard; thence, southwestwardly along the said southeastern R/W of Chesapeake Boulevard to the southern R/W of Robin Hood Road; thence, southeastwardly along said southern R/W of Robin Hood Road to the western R/W of Kansas Avenue; thence, southeastwardly along said western R/W of Kansas Avenue to the southern line of 3325 Kansas Avenue; thence, southwestwardly along said southern line to the southwest corner of 3325 Kansas Avenue; thence, southeastwardly to the northeast corner of 3322 Illinois Avenue; thence, southwestwardly along the northern line of 3322 Illinois Avenue and its southwestern prolongation thereof to the western R/W of Illinois Avenue; thence, southeastwardly along said western R/W of Illinois Avenue to the southwest intersection of Illinois Avenue and Upshur Street; thence, southwestwardly along the southern R/W of Upshur Street to the northeast corner of 3138 Arizona Avenue; thence, southeastwardly along the eastern line of 3138 Arizona Avenue and its southeastwardly prolongation thereof across Lafayette Boulevard and Hanbury Street to the midpoint of the southern R/W of Hanbury Street between Arizona Avenue and Illinois Avenue; thence, northeastwardly along the said southern R/W of Hanbury Street to the southwest corner of Hanbury Street and Illinois Avenue; thence, southeastwardly along the western R/W of Illinois Avenue to the northern line of 3600 Peterson Street; thence, northeastwardly along said northern line of 3600 Peterson Street to the eastern R/W of Kansas Avenue; thence, northwestwardly along said eastern R/W of Kansas Avenue to the southern R/W of Hanbury Street; thence, northeastwardly along said southern R/W of Hanbury Street to the northern line of 3600 Peterson Street; thence, northeastwardly along said northern line of 3600 Hanbury Street to the western R/W of Oklahoma Avenue; thence, southeastwardly along said western R/W of Oklahoma Avenue to the southern R/W of Peterson Street; thence, southwestwardly along said southern R/W of Peterson Street to the eastern line of 3623 Peterson Street; thence, southeastwardly, southwestwardly and southeastwardly and southwestwardly along

said eastern and southern lines of 3623 Peterson Street to the northern corner of 2700 Nevada Avenue; thence, southeastwardly along said eastern line of 2700 Nevada Avenue to the western R/W of Minnesota Avenue; thence, southeastwardly along said western R/W of Minnesota Avenue to the southern line of 2603 Minnesota Avenue; thence, southwestwardly along said southern line of 2603 Minnesota Avenue and its southwesterly prolongation thereof, across Nevada Avenue, Wyoming Avenue and Arkansas Avenue to the northern corner of 3334 Tait Terrace; thence, southeastwardly along the eastern line of 3334 Tait Terrace to the northern R/W of Tait Terrace; thence, southwestwardly along said northern R/W of Tait Terrace to the eastern R/W of Florida Avenue; thence, southeastwardly across Tait Terrace to the intersection of the eastern R/W of Florida Avenue and the northern line of 2530 Florida Avenue; thence, northeastwardly along said northern line to the northern corner of 2530 Florida Avenue; thence, southeastwardly along the eastern line of 2530 Florida Avenue and its southeasterly prolongation thereof, across Santos Street and Denver Avenue to a point on the northern R/W of Cape Henry Avenue; thence, northeastwardly along said northern R/W of Cape Henry Avenue to the western R/W of Wyoming Avenue; thence, southeastwardly along said western R/W of Wyoming Avenue, across a R/W of Norfolk & Southern Railroad to the southern line of 1541 Wyoming Avenue; thence, southwestwardly along said southern line and the southwesterly prolongation thereof to the eastern R/W of Florida Avenue; thence, southeastwardly along said eastern R/W of Florida Avenue to the northern line of 3378 E. Princess Anne Road; thence, northeastwardly along said northern line of 3378 E. Princess Anne Road and its northeasterly prolongation thereof to the western R/W of Arkansas Avenue; thence northeastwardly across Arkansas Avenue and Wyoming Avenue to the northern corner of 3514 E. Princess Anne Road; thence, southeastwardly along the eastern R/W of Nevada Avenue, across E. Princess Anne Road to a point on the southern R/W of E. Princess Anne Road; thence, northeastwardly along said southern R/W of E. Princess Anne Road, across Azalea Garden Road and Sewells Point Road to the northern corner of 1400 Sewells Point Road; thence, southeastwardly along the eastern line of 1400 Sewells Point Road and its southeasterly prolongation thereof to the mean low water line of Broad Creek; thence, southwestwardly along said mean low water line of Broad Creek to the western line of 4845 Brookside Court; thence, northwestwardly along the western line of 4845 Brookside Court to the southeastern corner of 1194 Pineridge Road; thence, southwestwardly along

the southern line of 1194 Pineridge Road and its southwesterly prolongation thereof to a point on the western R/W of Pineridge Road; thence, southwardly along said western R/W of Pineridge Road to the northern line of 1147 Pineridge Road; thence, westwardly, southwardly and eastwardly along the northern, western and southern lines of said 1147 Pineridge Road to the southeastern corner of 1140 Azalea Garden Road; thence, southeastwardly to the mean low water of Broad Creek; thence, southwardly along the mean low water of Broad Creek to the northern R/W of E. Virginia Beach Boulevard; thence, southwestwardly along said northern R/W of E. Virginia Beach Boulevard to the western line of 4530 E. Virginia Beach Boulevard; thence, northwestwardly, northeastwardly and northwestwardly along the western, northern and western lines of 4530 E. Virginia beach Boulevard to the southern R/W of Patent Road; thence, westwardly along said southern R/W of Patent Road to the eastern line of 1118 Azalea Garden Road; thence, southeastwardly and southwestwardly along the eastern and southern lines of 1118 Azalea Garden Road to the eastern R/W of Azalea Garden Road; thence, southeastwardly along said eastern R/W of Azalea Garden Road to the northern R/W of E. Virginia Beach Boulevard; thence, southwestwardly along the said northern R/W of E. Virginia Beach Boulevard, across Kingwood Avenue and Ingleside Road to the eastern R/W of Ballentine Boulevard; thence, northwestwardly along the eastern R/W of Ballentine Boulevard to the northwestern corner of 1268 Ballentine Boulevard; thence, eastwardly along said northern line to the northeastern corner of 1268 Ballentine Boulevard; thence, southeasterly along the eastern line of 1268 Ballentine Boulevard and its southeasterly prolongation to the southwestern corner of 1316 Ballentine Boulevard; thence, northeasterly along the southern line of 1316 Ballentine Boulevard to the southeastern corner; thence, northwesterly along the eastern line of 1316 Ballentine Boulevard to the southeastern corner of 1324 Ballentine Boulevard; thence, southwesterly along the southern line of 1324 Ballentine Boulevard to the eastern R/W of Ballentine Boulevard; thence, northwesterly along the eastern R/W of Ballentine Boulevard to the southern R/W of E. Princess Anne Road; thence southwestwardly along the southeastern R/W of E. Princess Anne Road to a point at the intersection with the southern extension of the western line of Keller Avenue; thence northwestwardly across E. Princess Anne Road to the southern corner of 2100 Keller Avenue; thence, northwestwardly along the southern and western lines of 2100 Keller Avenue to the northwestern corner of 2100 Keller Avenue; thence, northeastwardly along the northern line of

2100 Keller Avenue and its northeasterly prolongation thereof to the western R/W of Vincent Avenue; thence, northwestwardly along said western R/W of Vincent Avenue to the southern line of 2126 Vincent Avenue and its westerly prolongation; thence, northeastwardly and northwestwardly along the southern and eastern lines of 2126 Vincent Avenue to the northwest corner of 2121 Ballentine Boulevard; thence, northeastwardly along the northern line of 2121 Ballentine Boulevard and the northeasterly prolongation thereof to the eastern R/W of Ballentine Boulevard; thence, northwestwardly along said eastern R/W of Ballentine Boulevard to the northern line of 2118 Ballentine Boulevard; thence northeastwardly along the northern line of 2118 Ballentine Boulevard and its northeasterly prolongation thereof to the eastern R/W of Grandy Avenue; thence, northwestwardly along said eastern R/W of Grandy Avenue to the southern R/W of South Cape Henry Avenue; thence, northeastwardly along said southern R/W of South Cape Henry Avenue to the eastern R/W of Cromwell Road; thence, northwestwardly along said eastern R/W of Cromwell Road to the southern line of 2708 Cromwell Road; thence, northeastwardly along the northern line of 2708 Cromwell Road to the western R/W of Norfolk and Southern Railroad; thence, northwestwardly along said western R/W of Norfolk and Southern Railroad to a point opposite the northwest corner of 2715 Arkansas Avenue; thence, northeastwardly across said R/W of Norfolk and Southern Railroad to the northwest corner of 2715 Arkansas Avenue; thence, northeastwardly along the northern line of 2715 Arkansas Avenue and its northeasterly prolongation thereof to the eastern line of 3331 Peterson Street; thence, northwestwardly along said eastern line of 3331 Peterson Street and its northerly prolongation thereof to the northern R/W of Peterson Street; thence, southwestwardly along said northern R/W of Peterson Street, across the R/W of Norfolk and Southern Railroad and along the northern R/W of Peterson Street to the eastern R/W of Cromwell Road; thence, northwestwardly along said eastern R/W of Cromwell Road to the southern R/W of Lafayette Boulevard; thence, northwestwardly along said southern R/W of Lafayette Boulevard to the western R/W of Grandy Avenue; thence, southeastwardly along said western R/W of Grandy Avenue to the northern line of 3037 Grandy Avenue; thence, southwestwardly along said northern line of 3037 Grandy Avenue to the eastern line of 3036 Ballentine Boulevard; thence, southeastwardly along said eastern line of 3036 Ballentine Boulevard to the southern line of 3036 Ballentine Boulevard; thence, southwestwardly along said southern line of 3036 Ballentine Boulevard and across Ballentine Boulevard

to the western R/W of Ballentine Boulevard; thence, southeastwardly along said western R/W of Ballentine Boulevard to the southern line of 3017 Ballentine Boulevard; thence, southwestwardly and northwestwardly along the southern and western lines of 3017 Ballentine Boulevard to the northwest corner of 3017 Ballentine Boulevard; thence, southwestwardly along the northern line of 3016 Vincent avenue to the eastern R/W of Vincent Avenue; thence, northwestwardly along said eastern R/W of Vincent Avenue to the southeastern R/W of Chesapeake Boulevard; thence, northeastwardly along said southeastern R/W of Chesapeake Boulevard to the western R/W of Cromwell Road; thence, northwardly across Chesapeake Boulevard along the northerly prolongation of the said western R/W of Cromwell Road to the northwestern R/W of Chesapeake Boulevard; thence, northeastwardly along said northwestern R/W of Chesapeake Boulevard to the point of beginning.

(12) St. Julian section

Beginning at the intersection of the eastern right-of-way (R/W) of Vincent Avenue and the southern line of 2126 Vincent Avenue, said point being previously described in the New Enterprise Zone—Norfolk Industrial Park Subsection description; thence, northwestwardly along said eastern R/W of Vincent Avenue to the intersection of the eastern R/W of Vincent Avenue and the northern R/W of Cape Henry Avenue; thence, southwestwardly along the said northern R/W of Cape Henry Avenue to the western R/W of McKann Avenue; thence, southwestwardly along the northern R/W of Cape Henry Avenue to the southwestern corner of 2205 McKann Avenue; thence, southerly to the southeastern corner of 2839 Dana Street; thence, northwestwardly along the southern line of 2839 Dana Street to the eastern line of Calvary Cemetery; thence, southwestwardly along said eastern line of Calvary Cemetery to the northern R/W of St. Julian Avenue; thence, meandering westwardly along said northern R/W of St. Julian Avenue to the western R/W of Barraud Avenue; thence, northeastwardly along said western R/W of Barraud Avenue to the northeastern corner of 2239 Barraud Avenue; thence, westwardly along the northern line of 2239 Barraud Avenue to the northeastern R/W of Norfolk and Southern Railroad; thence, northwestwardly along said R/W of Norfolk and Southern Railroad to the western R/W of Tidewater Drive; thence, northeastwardly along said western R/W of Tidewater Drive to the southern R/W of Rugby Street; thence, northwestwardly along said southern R/W of Rugby Street to the northwest corner of 2327 Tidewater Drive;

thence, southwestwardly along the western line of 2327 Tidewater Drive and its southwestwardly prolongation thereof to the southern line of 2306 Ruffin Street; thence, northwestwardly along said southern line of 2306 Ruffin Street to the eastern R/W of Ruffin Street; thence, southwestwardly along said eastern R/W of Ruffin Street to the northeastern R/W of Norfolk and Southern Railroad; thence, southeastwardly along said northeastern R/W of Norfolk and Southern Railroad to the to the western R/W of Tidewater Drive; thence, southwestwardly along said western R/W of Tidewater Drive to the southwestern R/W of Norfolk and Southern Railroad; thence, southeastwardly and southwardly along said southwestern and western R/W lines of Norfolk and Southern Railroad to the northern R/W of Goff Street; thence, westwardly along said northern R/W of Goff Street to the eastern R/W of Tidewater Drive; thence, southwardly along said eastern R/W of Tidewater Drive to the northern line of the Hebrew Cemetery at 1200 Tidewater Drive; thence, southeastwardly and southwestwardly around the perimeter of the said cemetery to the northwest corner of Bolton Street and E. Princess Anne Road; thence, southeastwardly along the northern R/W of E. Princess Anne Road to the western R/W of Courtney Avenue; thence, northeastwardly along said western R/W of Courtney Avenue to the northern R/W of Goff Street; thence, southeastwardly along said northern R/W of Goff Street to the western R/W of Hanson Avenue; thence, northeastwardly along the said western R/W of Hanson Avenue to the northern R/W of Cary Avenue; thence, southeastwardly along the said northern R/W of Cary Avenue to the western R/W of Marshall Avenue; thence, northeastwardly along said western R/W of Marshall Avenue to the northern terminus of Marshall Avenue; thence, eastwardly along said terminus of Marshall Avenue and its easterly prolongation thereof to the eastern line of 1525 St. Julian Avenue; thence, eastwardly along the southern lines of 1525 St. Julian Avenue to the southwestern corner of 1445 Roberts Road; thence, northeastwardly along the western line of 1445 Roberts Road to the southwestern corner of 1447 Roberts Road also being the property now or formerly Norfolk Southern Railroad Company; thence, along the southern line of said property line to the western R/W of Roberts Road; thence, eastwardly, across Roberts Road, along the said southern line of property now or formerly Pennsylvania Railroad Company to the western R/W of Vincent Avenue; thence, southwardly along said western R/W of Vincent Avenue to a point opposite the southern line of 2126 Vincent Avenue; thence, eastwardly and across Vincent Avenue to the point of beginning.

(13) Five Points section

Beginning at the intersection of the southern right-of-way (R/W) of Nottaway Street and the northwestern R/W of Chesapeake Boulevard, said point being previously described in the New Enterprise Zone - Tidewater Drive Subsection description; thence, northeastwardly along the said northwestern R/W of Chesapeake Boulevard to the northern R/W of Norview Avenue; thence, westwardly along said northern R/W of Norview Avenue to the western line of 1126 Norview Avenue; thence, northwardly along said western line of 1126 Norview Avenue and its northerly prolongation to a point on the northern R/W of Bland Street; thence, westwardly along the said northern R/W of Bland Street to the southern prolongation of the western line of 1125 Hugo Street; thence, northwardly along said western line of 1125 Hugo Street to the northern R/W of Hugo Street; thence, eastwardly along said northern R/W of Hugo Street to the western line of 1140 Hugo Street; thence, northwardly along said western line to the northwest corner of 1140 Hugo Street; thence, westwardly, northwardly and westwardly along the rear lines of 1136 Hugo Street to a point on the eastern line of 1129 Green Street; thence, northwardly along said eastern line of 1129 Green Street to the northern R/W of Green Street; thence, westwardly along said northern R/W of Green Street to the western line of 1118 Green Street; thence, northwardly and eastwardly along the western and northern lines of 1118 Green Street to the southwest corner of 6221 Sewells Point Road; thence, northwardly along the western line of 6221 Sewells Point Road to the northwest corner of 6221 Sewells Point Road; thence, eastwardly along said northern line of 6221 Sewells Point Road to the western R/W of Sewells Point Road; thence, northwardly along said western R/W of Sewells Point Road to the southern line of 6257 Sewells Point Road; thence, westwardly along said southern line to the western line of 6257 Sewells Point Road; thence, northwardly along said western line to the southern line of 6263 Sewells Point Road; thence, westwardly along said southern line to the western corner of 6263 Sewells Point Road; thence, northeastwardly along the northern and western lines of 6263 and 6267 Sewells Point Road to the western R/W of Sewells Point Road; thence northwestwardly along said western R/W of Sewells Point Road to a point opposite the northern line of 6324 Sewells Point Road; thence, northeastwardly across Sewells Point Road to the intersection of the northern line of 6324 Sewells Point Road and the eastern R/W of Sewells Point Road; thence,

northeastwardly and southeastwardly along the northern line and the eastern line of 6324 Sewells Point Road to the northwest corner of 6331 Chesapeake Boulevard; thence, northeastwardly along the northern line of 6331 Chesapeake Boulevard to the western R/W of Chesapeake Boulevard; thence, southeastwardly along said western R/W of Chesapeake Boulevard to a point opposite the northern line of 6144 Chesapeake Boulevard; thence, eastwardly across Chesapeake Boulevard to the intersection of the northern line of 6144 Chesapeake Boulevard and the eastern R/W of Chesapeake Boulevard; thence, eastwardly, southeastwardly and southwestwardly along the northern, eastern and southern lines of 6144 Chesapeake Boulevard to the northeast corner of 6138 Chesapeake Boulevard; thence, southwardly along the eastern lines of 6138 and 6130 Chesapeake Boulevard and the southerly prolongation thereof to the southern R/W of Norview Avenue; thence, northeastwardly along said southern R/W of Norview Avenue to the intersection with the southern R/W of an access ramp to Interstate Highway 64; thence, southeastwardly along said R/W of the Interstate 64 access ramp to its intersection with the northern line of the Norview Canal; thence, southwestwardly along said northern line of the Norview Canal to the western R/W of Dey Street; thence, southeastwardly along said western R/W of Dey Street to the northern line of 3669 Dey Street; thence, southwestwardly along said northern line to the western line of 3669 Dey Street; thence, southeastwardly along said western line of 3669 Dey Street and the southeastwardly prolongation thereof to the northern R/W of Hampshire Avenue; thence, southwestwardly along said northern R/W of Hampshire Avenue and across Sewells Point Road to the intersection of the said northern R/W of Hampshire Avenue and the western line of 3649 Sewells Point Road; thence, northwestwardly along said western line of 3649 Sewells Point Road and the northwesterly prolongation thereof to the northwest corner of 3671 Sewells Point Road; thence, southwestwardly, northwestwardly, southwestwardly and northwestwardly along the western and southern lines of 3675 Sewells Point Road to the southern R/W of Chesapeake Boulevard; thence, southwestwardly along said southern R/W of Chesapeake Boulevard to the eastern line of 5822 Chesapeake Boulevard; thence southeastwardly along said eastern line to the southern corner of 5830 Chesapeake Boulevard; thence, southwestwardly and southeastwardly along the southern and eastern lines of 5822 Chesapeake Boulevard to the northern corner of 4582 Hampshire Avenue; thence, southwestwardly along the northwestern line of 4582 Hampshire Avenue and its southwesterly prolongation thereof to the

northeastern R/W of Lenoir Circle; thence, southwestwardly across Lenoir Circle to the intersection of the southeastern line of 5750 Chesapeake Boulevard and the southwestern R/W of Lenoir Circle; thence, southwestwardly along said southeastern line and northwestwardly along the southwestern line of 5750 Chesapeake Boulevard to the southeastern R/W of Chesapeake Boulevard; thence, southwestwardly along said southeastern R/W of Chesapeake Boulevard to the southern R/W of Nottaway Street; thence, northwestwardly across Chesapeake Boulevard to the point of beginning.

(14) Tidewater Drive section

Beginning at the intersection of the western right-of-way (R/W) line of Interstate Highway 64 and the centerline (CL) of Thole Street, said point being described in the New Enterprise Zone—Wards Corner Subsection; thence, southwardly to the western R/W of Tidewater Drive Service Road; thence southwardly along said western R/W of Tidewater Drive Service Road to the dividing line between 6945 and 6955 Tidewater Drive; thence, along the northeastwardly prolongation of the said dividing line between 6945 and 6955 Tidewater Drive across Tidewater Drive to a point on the eastern R/W of Interstate Highway 64; thence, northeastwardly along said R/W of Interstate Highway 64 to the eastern line of 818 Widgeon Road; thence, southeastwardly and eastwardly along said eastern line of 818 Widgeon Road to the western line of 830 Widgeon Road; thence, southeastwardly along said western line of 830 Widgeon Road to the northern R/W of Widgeon Road; thence, southwestwardly along said northern R/W of Widgeon Road to a point on the eastern R/W of Tidewater Drive; thence, westerly across Tidewater Drive to the southeast corner of 6945 Tidewater Drive; thence southwestwardly along said western R/W of Tidewater Drive to its intersection with the eastern R/W line of Norfolk & Southern Railroad; thence, southeastwardly along said eastern R/W of Norfolk & Southern Railroad to the southern R/W of Philpotts Road; thence, northeastwardly along said southern R/W line of Philpotts Road to the eastern line of 835 Philpotts Road; thence, southwardly, along said eastern line of 835 Philpotts Road to the southern-most point of 835 Philpotts Road on the eastern line of 840 Norview Avenue; thence, southeastwardly along said eastern line of 840 Norview Avenue to the northeast corner of 850 Norview Avenue; thence, meandering southwardly along the eastern line of 850 Norview Avenue to the northern R/W of Norview Avenue; thence, northwestwardly along said northern R/W line of Norview Avenue to the eastern R/W of

Norfolk & Southern Railroad; thence, southeastwardly along said eastern R/W of Norfolk & Southern Railroad to the northwest corner of 3587 Argonne Avenue; thence, continuing along said eastern R/W to the northwest corner 3307 Chesapeake Boulevard; thence, westerly across the said Norfolk & Southern Railroad R/W on the prolongation of the northern line of 3307 Chesapeake Boulevard; thence, northwestwardly along said western R/W of Norfolk & Southern Railroad across Norview Avenue to the southern-most corner of 6300 Tidewater Drive; thence, northeastwardly across the R/W of Norfolk & Southern Railroad to the southern R/W of Philpotts Road; thence, southwestwardly across the R/W of Norfolk & Southern Railroad to the intersection of the western R/W of Tidewater Drive and the northern R/W of Muskogee Avenue; thence, northwestwardly along said northern R/W of Muskogee Avenue to the western line of 6401 Tidewater Drive; thence, northeastwardly along said western line of 6401 Tidewater Drive and the western line of 6431 Tidewater Drive to the western line of 6435 Tidewater Drive; said western line being the eastern line of a branch of the Lafayette River; thence, meandering northwardly along the said eastern line of a branch of the Lafayette River to a point on the western R/W of Norfolk & Southern Railroad; thence, northwestwardly along said western R/W of Norfolk & Southern Railroad to the CL of Thole Street; thence, southeastwardly along said CL of Thole Street to the point of beginning.

(15) Central Business Park section

Beginning at the intersection of the western right-of-way (R/W) line of Tidewater Drive and the dividing line between 6945 and 6955 Tidewater Drive, said point being described in the New Enterprise Zone—Tidewater Drive Subsection; thence, northwardly along said western R/W of Tidewater Drive to the northern R/W of Gladstone Road; thence, northwestwardly along said northern R/W of Gladstone Road to the western line of 644 Gladstone Road; thence, northeastwardly along said western line of 644 Gladstone Road to the southern line of 7431 Tidewater Drive; thence, northwestwardly along said southern line of 7431 Tidewater Drive to the western line of said 7431 Tidewater Drive; thence, northeastwardly along said western line of 7431 Tidewater Drive and its northeasterly prolongation to the northern R/W of Biltmore Road; thence, northwestwardly along said northern R/W of Biltmore Road to the southern-most corner of 7446 Wellington Road; thence, northeastwardly along the southern line of said 7446 Wellington Road to the western line of 7445 Tidewater Drive,

said western line being the centerline (CL) of the 7400 block of Tidewater Drive and Wellington Road; thence, northeastwardly along said CL of said 7400 block of Tidewater Drive and Wellington Road to the southeast corner of 7486 Wellington Road; thence, northwestwardly along the southern line of 7486 Wellington Road to the eastern R/W of Wellington Road; thence, northeastwardly along said eastern R/W of Wellington Road to the northern R/W of Stanley Street; thence, southeastwardly along said northern R/W of Stanley Street across Tidewater Drive to the intersection of the eastern R/W of Tidewater Drive and the northern R/W of Central Business Park Drive; thence, meandering eastwardly along said northern R/W of Central Business Park Drive to the northern line of 7460 Central Business Park Drive; thence, eastwardly along said northern line of 7460 Central Business Park Drive to the eastern line of said 7460 Central Business Park Drive; thence, southeastwardly along said eastern line of 7460 Central Business Park Drive and its southeastward prolongation to the southwest corner of 7419 Sewells Point Road; thence, northeastwardly along the southern line of said 7419 Sewells Point Road to the western R/W of Sewells Point Road; thence, southeastwardly along said western R/W of Sewells Point Road, across Denison Avenue to the southern line of 985 Denison Avenue; thence, southwestwardly along the following three southern lines: 985 Denison Avenue, 965 Denison Avenue and 935 Denison Avenue to the eastern line of 925 Denison Avenue; thence, westwardly along the southern line of 925 Denison Avenue to the western line of 925 Denison Avenue; thence, northwestwardly and northeastwardly along the western and northern lines of 910 Denison Avenue to the northern-most corner of said 910 Denison Avenue; thence, northwestwardly along the western line of 7421 Central Business Park Drive and the northwestern prolongation of said western line to a point on the western R/W of Asbury Avenue; thence northwestwardly along said western R/W of Asbury Avenue to the southern line of the present 900 Asbury Drive; thence, southwestwardly along said southern line of 900 Asbury Drive to a point on said southern line at its intersection with the southerly extension of the eastern line of 7671 Central Business Park Drive; thence, northwestwardly along said southern line at its intersection with the southerly extension of the eastern line of 7671 Central Business Park Drive and the eastern line of 7671 Central Business Park Drive to the southern R/W of Central Business Park Drive; thence, meandering northwestwardly, southeasterly and northwestwardly along said southern R/W of Central Business Park Drive to the eastern line of 722 Miller Street; thence,

southwestwardly along said eastern line of 722 Miller Street to the northern R/W of Miller Street; thence, northwestwardly along said northern R/W of Miller Street to a point opposite the western line of 719 Miller Street; thence, southwestwardly across Miller Street to the intersection of the southern R/W of Miller Street and the western line of 719 Miller Street; thence, southwestwardly along said western line of 719 Miller Street to the southwest corner of said 719 Miller Street; thence, southeastwardly along the southern line of said 719 Miller Street to the western line of 720 Guy Avenue; thence, southwestwardly along said western line of 720 Guy Street and its southwestern prolongation to the southern R/W of Guy Street; thence, northwestwardly along said southern R/W of Guy Street to the eastern line of 7456 Tidewater Drive; thence, southwestwardly along said eastern line of 7456 Tidewater Drive to the southeast corner of 7450 Tidewater Drive; thence, southeastwardly along the northern line of 7442 Tidewater Drive to the northeast corner of said 7442 Tidewater Drive; thence, southwestwardly along the eastern line of said 7442 Tidewater Drive to the southeast corner of 7442 Tidewater Drive; thence, northwestwardly along the southern line of 7442 Tidewater Drive to the eastern line of 7434 Tidewater Drive; thence, southwestwardly along said eastern line of 7434 Tidewater Drive to the northern line of 7428 Tidewater Drive; thence, southeastwardly along said northern line of 7428 Tidewater Drive to the northeast corner of 7428 Tidewater Drive; thence, southwestwardly along the eastern line of 7428 Tidewater Drive to the northern R/W of Easy Street; thence, northwestwardly along said northern R/W of Easy Street to a point opposite the eastern line of 703 Easy Street; thence, southwestwardly across Easy Street to the intersection of the southern line of Easy Street and the eastern line of 703 Easy Street; thence, southwestwardly along the said eastern line of 703 Easy Street to the southeast corner of 703 Easy Street; thence northwestwardly along the southern lines of 703 Easy Street and 7424 Tidewater Drive to the eastern R/W of Tidewater Drive; thence, southwardly along said eastern R/W of Tidewater Drive to a point opposite the intersection of the western R/W of Tidewater Drive and the dividing line between 6945 and 6955 Tidewater Drive; thence, westwardly and across Tidewater Drive to the point of beginning.

(16) Wards Corner section

Beginning at the intersection of the southern right-of-way (R/W) of W. Little Creek Road and the southern prolongation

across W. Little Creek Road of the eastern R/W of Lankford Avenue; thence, northwardly along said eastern R/W of Lankford Avenue and its prolongation northwardly to the southern R/W of Norfolk & Southern Railroad; thence, southeastwardly along said railroad R/W to the eastern R/W of Granby Street; thence, northwardly along said eastern R/W of Granby Street to the southern R/W of E. Admiral Taussig Boulevard; thence, southeastwardly along said southern R/W of E. Admiral Taussig Boulevard to the southern R/W of E. Little Creek Road; thence, northeastwardly along said R/W of Little Creek Road to the western R/W of Interstate Highway 64; thence, southeastwardly along said western R/W of Interstate Highway 64 to the CL of Thole Street; thence westwardly along said CL of Thole Street to the eastern R/W of the Norfolk & Southern Railroad; thence, northwestwardly along said eastern railroad R/W to the southern R/W of E. Little Creek Road; thence, southwestwardly along said southern R/W of E. Little Creek Road to the western R/W of said Norfolk & Southern Railroad; thence, southeastwardly along said railroad R/W to the dividing line between 7550 and 7552 Yorktown Drive; thence, southwestwardly along said dividing line to the eastern R/W of said Yorktown Drive; thence, northwestwardly along said eastern R/W of Yorktown Drive to the southern R/W of E. Little Creek Road; thence, southwestwardly along said R/W of E. Little Creek Road to the western R/W of Virginian Drive; thence, southeastwardly along the said western R/W of Virginian Drive to the dividing line between the previous addresses known as 7541 and 7543 Virginian Drive; thence, southwestwardly along said dividing line to the western line of the previous address known as 7541 Virginian Drive; thence, southwardly and southeastwardly along the western and southern lines of the previous address known as 7541 Virginian Drive to the dividing line between the previous addresses known as 7539 Virginian Drive and 136 Louisiana Drive; thence, southwardly along said dividing line to the northern R/W of Louisiana Drive; thence, westwardly along said northern R/W of Louisiana Drive to a point opposite the dividing line between 111 and 115 Louisiana Drive; thence, southwestwardly across Louisiana Drive to the said dividing line between 111 and 115 Louisiana Drive; thence, southwestwardly along said dividing line to the southern line of 115 Louisiana Drive; thence, southeastwardly along said southern line of 115 Louisiana Drive to the dividing line between 106 and 112 Cromwell Parkway; thence, southwestwardly along said dividing line to the northern R/W of Cromwell Parkway; thence, northwestwardly to the eastern R/W of Granby Street; thence, southwestwardly across Granby Street to the intersection of

the western R/W of Granby Street and the northern R/W of North Shore Road; thence, westwardly along said northern R/W of North Shore Road to the dividing line between 108 and 114 North Shore Road; thence, northwardly along said dividing line to the northern line of 108 North Shore Road; thence eastwardly along said northern line to the eastern line of 109 Maycox Avenue; thence, northwardly along said eastern line to the northern R/W of Maycox Avenue; thence, westwardly along said northern R/W of Maycox Avenue to the dividing line between 110 and 116 Maycox Avenue; thence, northwardly along said dividing line to the northern line of said 110 Maycox Avenue; thence, eastwardly along said northern line of 110 Maycox Avenue to the southeast corner of 101 Burleigh Avenue; thence, northeastwardly along the eastern line of said 101 Burleigh Avenue and across Burleigh Avenue to the northern R/W of Burleigh Avenue; thence, westwardly along said northern R/W to the dividing line between 112 and 114 Burleigh Avenue; thence, northwardly along said dividing line to the southern line of 129 through 143 W. Little Creek Road; thence, westwardly along said southern line to the eastern R/W of Colonial Avenue; thence, northwardly along said eastern R/W of Colonial Avenue to the southern R/W of W. Little Creek Road; thence, eastwardly along said southern R/W to the point of beginning.

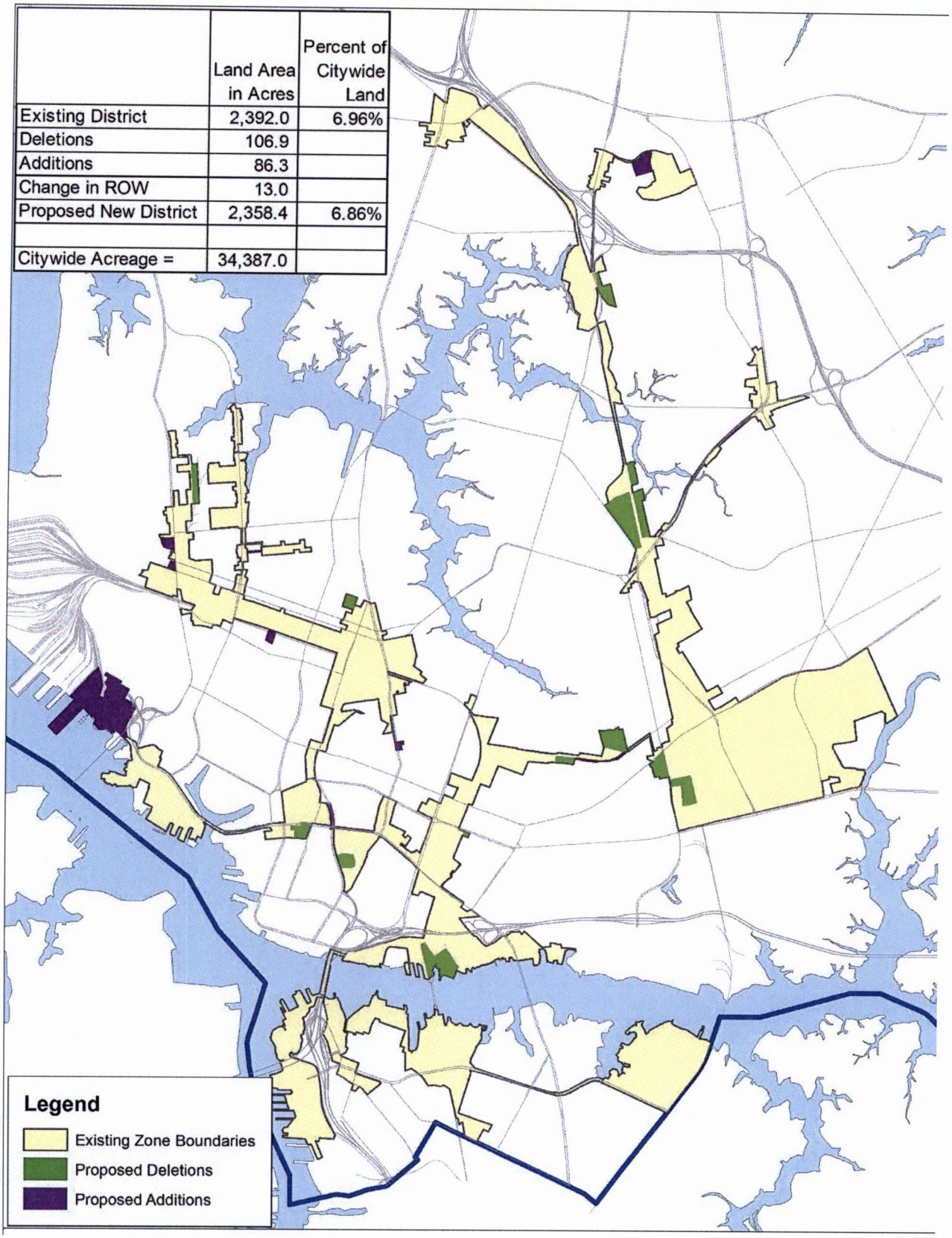
(17) Chelsea section

Beginning at the intersection of the southern line of the Elizabeth River Trail and the eastern line of the Midtown Tunnel, said point being previously described in the New Enterprise Zone—Fort Norfolk Subsection description; thence, northwestwardly along said southern line of the Elizabeth River Trail to the western line of the Midtown Tunnel; thence, southwestwardly along said western line of the Midtown Tunnel to the mean low water of the Elizabeth River; thence, meandering northwestwardly along said mean low water of the Elizabeth River to the mean low water at the east side of a warehouse pier approximately 475 feet east of the western line of Orapax Avenue extended to said mean low water; thence, southwestwardly, eastwardly, northeastwardly and northwestwardly along the mean low water around said warehouse pier to the western line of the subdivision of Chelsea extended to the mean low water; thence, northeastwardly along said western line of said subdivision of Chelsea to the southern line of Redgate Avenue in the tracks of Norfolk and Southern; thence, along said tracks of Norfolk & Southern to its intersection with the southern line

of 1307 Boissevain Avenue; thence southeastwardly to the southwest corner of 1307 Boissevain Avenue; thence, northeastwardly along the western line of 1307 Boissevain Avenue to the northern line of Boissevain Avenue; thence, northwestwardly along said northern line of Boissevain Avenue to the southwest corner of 1314 Boissevain Avenue; thence, northeastwardly along the western line of said 1314 Boissevain Avenue to the southwest corner of 1309 Raleigh Avenue; thence, northwestwardly along the western line of 1309 Raleigh Avenue to the southern line of Raleigh Avenue; thence, northerly across said Raleigh Avenue to the southwest corner of 1318 Raleigh Avenue; thence, northeastwardly along the western line of 1318 Raleigh Avenue to the southern line of 1323 Redgate Avenue; thence, northwestwardly along said southern line of 1323 Redgate Avenue extended to the southwest corner of 1331 Redgate Avenue; thence, northeastwardly along the western line of 1331 Redgate Avenue to the southern line of Redgate Avenue; thence, southeastwardly along said southern line of Redgate Avenue to the eastern line of 816 Orapax Avenue; thence, southwestwardly along the eastern line of 816 Orapax Avenue to the northern line of 804 Orapax Avenue; thence, southeastwardly along said northern line of 894 Orapax Avenue extended to the western line of Claremont Avenue; thence, southwestwardly along said western line of Claremont Avenue to a center point between Raleigh Avenue and Boissevain Avenue; thence, southeastwardly along the center line between Raleigh Avenue and Boissevain Avenue to the western line of Matoka Avenue; thence, southwestwardly along said western line of Matoka Avenue to the western line of the Midtown Tunnel; thence, southeastwardly to the northwest corner of property of Norfolk Redevelopment and Housing (GPIN: 1428404723) on the eastern line of the Midtown Tunnel; thence, southwestwardly along said eastern line to the Midtown Tunnel to the Point of beginning.

Section 2:- That this ordinance shall be in effect from and after the date of its adoption.

	Land Area in Acres	Percent of Citywide Land
Existing District	2,392.0	6.96%
Deletions	106.9	
Additions	86.3	
Change in ROW	13.0	
Proposed New District	2,358.4	6.86%
Citywide Acreage =	34,387.0	



City of NORFOLK

C: Dir., Department of General Services

To the Honorable Council
City of Norfolk, Virginia

October 25, 2016

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

Subject: Lease Agreement between 1155 Pineridge, LLC and the City of Norfolk for the property located at 1155 Pineridge Road

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 4/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-1**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to approve a lease agreement between 1155 Pineridge, LLC ("1155 Pineridge") and the City of Norfolk (the "city") to continue to lease the property located at 1155 Pineridge Road.

IV. **Analysis**
This lease agreement will permit the City to continue to lease and use the space located at 1155 Pineridge Road for the Norfolk Library Service Center's centralized library support functions, such as, administrative offices, interim and permanent storage of books and collections, shipping and receiving shipments, processing, and distribution to the other Norfolk library branches. Use of this space relieves the new main library from processing large shipments and decreases the potential of exceeding maximum load allowances. The City will continue to lease approximately 42,000 square feet of space. The term of the proposed lease is seven (7) years, commencing on November 1, 2016, or the date of any authorizing ordinance, and terminating on approximately October 31, 2023.

V. **Financial Impact:**
The rent will be subject to an annual escalation as noted in the accompanying rent table.

Term	Monthly Rent	Annual Rent
11/01/2016 – 10/31/2017	$24,406.20	$292,874.40
11/01/2017 – 10/31/2018	$24,894.32	$298,731.89
11/01/2018 – 10/31/2019	$25,392.21	$304,706.53
11/01/2019 – 10/31/2020	$25,900.05	$310,800.66
11/01/2020 – 10/31/2021	$26,418.06	$317,016.67
11/01/2021 – 10/31/2022	$26,946.42	$323,357.00
11/01/2022 – 10/31/2023	$27,485.35	$329,824.14

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 Agreement

8/26/2016 -wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

R-1

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN 1155 PINERIDGE, LLC AND THE CITY OF NORFOLK FOR THE LEASE OF THAT CERTAIN PROPERTY OWNED BY 1155 PINERIDGE, LLC, LOCATED AT 1155 PINERIDGE ROAD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY OF NORFOLK.

- - -

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

Section 1:- That the Lease Agreement between 1155 Pineridge, LLC ("1155") and the City of Norfolk ("City"), a copy of which is attached hereto as Exhibit A attached hereto, by which 1155 leases to City that certain property owned by 1155, located at 1155 Pineridge Road, shown on Exhibit B attached hereto, is hereby approved.

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

Section 3:- That the City Manager is further authorized to correct, amend or revise the Lease Agreement as he may deem advisable in order to carry out the intent of the Council.

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

EXHIBIT A TO ORDINANCE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), executed on the ___ day of _____ 2016, by and between the **1155 PINERIDGE, LLC,** a Virginia limited liability company, ("1155"), and the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia, ("City").

WITNESSETH:

WHEREAS, 1155 and City began a landlord-tenant relationship for the property at 1155 Pineridge Road, in the City of Norfolk, Virginia, in 2008 for the lease of 27,000 square feet, with execution of the Lease Agreement occurring on August 25, 2008 ("Initial Lease"); and

WHEREAS, the parties subsequently entered into the now existing lease, which commenced on November 1, 2011 and will terminate on October 31, 2016 ("Existing Lease"), which Existing Lease includes an expanded leased area totaling 42,000 square feet; and

WHEREAS, the Norfolk Library Service Center's centralized library support functions, such as, administrative offices, interim and permanent storage of books and collections, shipping and receiving large shipments, processing, and distribution among library branches are well-suited to the industrial setting of the subject property; and

WHEREAS, the operations of the Norfolk Library Service Center relieves the new main library from having to process large shipments and decreases the potential of exceeding the maximum load tolerances; and

WHEREAS, to continue to meet the needs of the library system, the parties desire to enter into a new lease agreement for the 42,000 square feet under new, but similar, terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. **PREMISES**. That for and in consideration of the payment by City of the rent hereinafter described and the performance by City of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all of the provisions hereinafter set forth, City does hereby take, lease, and hire from 1155, a portion of that certain building owned by 1155 known as 1155 Pineridge Road, in the City of Norfolk, Virginia, containing approximately 42,000 square feet of gross floor area, and comprised of warehouse space, open office area, administrative offices, and other general use areas, all as described in Exhibit A attached hereto and made a part hereof ("Premises").

2. **USE.** The Premises shall be used for library administrative offices, storage, receiving, cataloguing and distribution of library materials, and other related functions of the library system, and for no other purpose. City agrees that it will comply with all applicable laws regarding its use of the Premises, including, but not limited to, the Americans with Disabilities Act of 1990 (ADA) and the regulations promulgated thereunder to the extent applicable.

3. **TERM OF LEASE.** The term of this Lease shall be for a period of seven (7) years ("Term"), to commence on the later of (i) November 1, 2016, or (ii) the effective date of any authorizing ordinance approving this Agreement by Norfolk City Council ("Commencement Date"), and terminating on the date that is the last day of the eighty-fourth (84th) full calendar month thereafter ("Termination Date"), subject to the default provisions herein contained. At City's option, City may extend the lease for one (1) additional one-year term by notifying 1155 at least ninety (90) days prior to the Termination Date of this Lease.

4. **TERMINATION OF EXISTING LEASE.** The Existing Lease shall terminate and be of no further force and effect as of the Commencement Date of this Lease.

5. **RENT.** Starting on the Commencement Date, and monthly thereafter during the Term and on the first day of each month, City will pay to 1155, without demand, without notice, and without offset or deduction, as Rent, the following monthly amounts:

LEASE TERM	ANNUAL BASE RENT	MONTHLY BASE RENT
11/1/16 – 10/31/17	$292,874.40	$24,406.20
11/1/17 – 10/31/18	$298,731.89	$24,894.32
11/1/18 – 10/31/19	$304,706.53	$25,392.21
11/1/19 – 10/31/20	$310,800.66	$25,900.05
11/1/20 – 10/31/21	$317,016.67	$26,418.06
11/1/21 - 10/30/22	$323,357.00	$26,946.42
11/1/22 – 10/30/23	$329,824.14	$27,485.35
TOTAL	**$2,177,311.29**	

Should the Term of the Lease begin on any day other than the first day of the first month, the rent shall be prorated from the Commencement Date based on the actual number of days in the first month. Should City exercise City's option to extend the Term, the Rent shall be increased by two percent (2%) over the Rent for the last year of the Term, $28,035.05 per month ($336,420.62 annually).

All Rent shall be paid to 1155 Pineridge, LLC, c/o Mr. Paul H. Peck, President, P.O. Box 2394, Norfolk, VA 23501-2394, or at such other place as 1155 may, from time to time, designate in writing.

Appropriations Clause. City's financial obligations and payment thereof which arise under this Lease are subject to and conditioned upon appropriations by Norfolk City Council. City shall advise Pineridge in writing on April 1st of each calendar year during the Term of its election to terminate this Lease due to lack of appropriations ("Notice of Termination"). In the event City elects to terminate this Lease pursuant to the previous sentence, City shall, to the extent permitted by law, continue to occupy the Premises and pay Monthly Base Rent, in accordance with the above

Rent Schedule, and common area expenses (described under Paragraph 13) after the Notice of Termination for a period of eight (8) months. After the expiration of the eight (8) months the Lease will be considered terminated. Should the City continue to occupy the Premises after this established Termination Date, without entering into a new written agreement, the City shall be considered a holdover tenant, subject to the terms of a Holdover Tenancy (as described in Paragraph 27).

Expansion Right. There is available or may be available additional space in the building where the Premises are located. At any time it is available, City may rent such additional space based on the then current rent per square foot for such available space. If a third party makes an offer to rent any or all of the available space and 1155 advises City in writing of its intention to accept said offer ("1155's Notice"), City shall have first right of refusal to rent at the current rent per square foot, exercisable upon written notice to 1155 within five (5) business days from City's receipt of 1155's Notice. If City does not notify 1155 within five (5) business days of its intention to exercise its right of first refusal, 1155 shall be free to rent the available space to another tenant.

6. **PAST DUE RENT AND LATE CHARGES.** In the event City shall fail to pay, when the same is due and payable, any Rent or other charges or adjustments and if said sums have not been paid within ten (10) days of their due date, then City shall pay to 1155 a late charge of five percent (5%) of the past due amount.

7. **NO ASSIGNMENT OR SUBLEASE.** City covenants not to assign, mortgage or encumber this Lease or sublet or permit the Premises or any portion thereof to be used by others without the prior written consent of the 1155 in each instance, such consent not to be unreasonably withheld. City shall be responsible for payment of 1155's reasonable attorney's fees and out-of-pocket expenses incurred in connection with the review of any proposed sublease or assignment.

8. **OPTION TO PURCHASE**. 1155 hereby grants to the City the option to purchase the property on which the Premises are located at any time during the Term of this Lease by written notice sent by certified mail or hand-delivery to 1155 Pineridge, LLC, c/o Mr. Paul H. Peck, President, P.O. Box 2394, Norfolk, Virginia 23501. This option to purchase the property runs with the Term of this Lease.

9. **RIGHT OF FIRST REFUSAL**. In the event that 1155 receives an unsolicited, bonafide offer to purchase the property on which the Premises are located by a third party during the Term of this Lease, 1155 hereby grants to the City the right of first refusal on any sale of the said property. Any proposed sale of the property will be submitted to the City and the City shall have the right to purchase the property on the same terms and conditions as the proposed purchaser. All such proposals of any kind shall be presented to the City in writing at the City's address set forth herein by certified mail or hand-delivery, and City shall have twenty (20) days from the date the notice is received to enter into a non-binding letter of understanding with 1155 which acknowledges the intentions of the parties to negotiate in good faith a mutually satisfactory Purchase and Sale Agreement to purchase the property on the same terms as the proposed purchaser, subject to the approval of the Norfolk City Council. If City fails to enter into a non-binding letter of understanding with 1155 within twenty (20) days, this right of first refusal shall be deemed null and void and of no further effect. However, all other terms and conditions of this Lease shall remain in full force and effect.

Any conveyance of the Property during the term of this lease will be subject to the provisions of this Lease and City may, at its expense, record a Memorandum of Lease in the land records of the City of Norfolk.

10. **ACCEPTANCE OF PREMISES**. City hereby agrees to accept the Premises "as is", acknowledging that City is the current occupant of the Premises and that the Premises are in good working order and repair. This acceptance does not apply to major structural building systems such as, but not limited to, roof, structure, electrical, and plumbing, components, all of which 1155 does hereby covenant to be in good working order and repair as of the Commencement Date. HVAC conditions are covered under Paragraph 12.

11. **TENANT ALTERATIONS AND MODIFICATIONS.** With the written permission of 1155, which shall not be unreasonably withheld, City may at its own cost and expense make from time to time any non-structural changes, alterations, additions, and improvements to the interior of the Premises which City may deem necessary or suitable for the conduct of its business. City shall not make any structural or exterior changes to the Premises without the prior written consent of 1155.

12. **REPAIRS AND MAINTENANCE**. City, at its sole cost and expense, will be responsible for the normal, regular, day to day maintenance and repairs of the Premises, including but not limited to the electric and plumbing systems. However, City shall not be obligated to repair or replace an entire system, including the electric and plumbing systems, unless such repair or replacement is necessitated by the negligence of City, its officers, agents, employees, or contractors. City shall arrange for janitorial services and trash removal at its sole cost and expense. 1155 shall deliver the Premises with the HVAC in good working order and provide evidence of such to City in writing. City will be responsible for normal maintenance of the HVAC systems and will, as requested, provide documentation of regular preventive maintenance performed. The cost of any required repairs or replacement of the HVAC shall be paid by City up to $10,000.00 per year, and 1155 shall be responsible for the remaining balance. 1155 shall not provide or replace

any fire extinguishers except those fire extinguishers that are currently located within the Premises. The building contains a security system that monitors the Premises, but 1155 makes no representations or guarantees as to the condition or working order of the system or the security of the Premises.

13. **COMMON AREAS**. During the pendancy of this Lease, City shall be responsible for City's pro-rata share of the increases in insurance and in real estate taxes for the Premises that occur after the Commencement Date. City shall also be responsible for its pro-rata share of the common area expenses including, without limitation, repairs and maintenance of the common areas, parking areas, and exterior lighting.

14. **ELECTRIC ROOM**. City acknowledges that the electricity source for the building is located in the Premises. 1155 will retain rights to access such electric room throughout the Term of this Lease. Additionally, in the event a lease is signed with a third party for any portion of the vacant space, 1155 retains the right to (a) determine the best way to compute the pro-rata share of the common utilities, and (b) retain access to those areas located in the Premises that supply the entire building.

15. **PARKING**. Until such time that another tenant leases a portion of the building, City will have exclusive access and use of the parking areas on the Premises. To the extent unauthorized persons use the parking areas of the Premises, City is hereby authorized and shall have the responsibility to enforce its exclusive use of the parking areas.

16. **UTILITIES.** City will be responsible for all utility costs in association with the operation of the Premises.

17. **1155 MAINTENANCE**. 1155 covenants that it will, at its own cost and expense, be responsible for the maintenance of the roof and major structural building systems of the Premises, as described in Paragraph 10.

18. **ESTOPPEL CERTIFICATE**. City shall, from time to time and within ten (10) days after request therefor by 1155, execute, acknowledge and deliver to 1155 a written Estoppel Certificate in recordable form. The Estoppel Certificate shall certify to 1155, its Mortgagee or other party designated by 1155 as of the date of such Estoppel Certificate that (a) City is in possession of the Premises and is currently paying the Rent; (b) the following Lease dates are and have been established: the Commencement Date and Termination Date of this Lease, and the date upon which City started to pay Rent; (c) this Lease is unmodified and in full force and effect, or if there have been modifications, that the same are in full force and effect (setting forth such modifications); (d) there are no existing set-offs or defenses to the enforcement of any rights or remedies of 1155, or any duties or obligations of City, hereunder, or, if there are, they shall be specified in detail; and (e) City has no knowledge of any event having occurred that will justify the termination of this Lease by City, or any uncured defaults on the part of 1155 under this Lease; if City has such knowledge, the same shall be specified in detail.

19. **SUBORDINATION AND ATTORNMENT**. City agrees that this Lease is subordinate to any mortgage or lien resulting from financing or refinancing, now or hereafter placed upon the land on which the Premises have been built or upon any building hereafter placed upon the land, of which the Premises are a part. City will, further, attorn to and acknowledge any foreclosure purchaser or purchasers as 1155 hereunder. This subordination shall be self-operative and no further instrument of subordination shall be required by any mortgagee. However, City

shall, upon the request of any party in interest, promptly execute such instrument or certificate to carry out the intent hereof as shall be required by 1155.

20. **QUIET ENJOYMENT**. 1155 hereby covenants that City, upon fully complying with and promptly performing all the terms, covenants and conditions of this Lease, on its part to be performed, and further, upon the prompt and timely payment of all rental sums due hereunder, shall have and quietly enjoy the Premises for the Term set forth herein.

21. **INDEMNITY AGAINST LIENS**. City agrees that it will, at all times during the Term of this Lease, take any and all steps necessary to prevent the filing of mechanic's liens against the Premises resulting from any work performed by or on behalf of City. In no event shall 1155 or any of 1155's property be liable for or chargeable with any expense or lien for work, labor or materials used for and in the Premises by or on behalf of City; or for any improvements thereof or changes made upon the order of City, or to discharge the obligations of City during the Term of this Lease. 1155 agrees to the same obligations towards City as to any liens or charges or expenses made upon order of 1155.

22. **FIRE AND/OR DESTRUCTION**. If the Premises shall be damaged by fire or other casualty at a time when more than six (6) months is remaining in the Term of this Lease or any extension or renewals thereof, 1155 agrees that it will restore the structural components and items with reasonable dispatch to substantially the same condition that they were in, so far as the proceeds from 1155's insurance permits and provided that 1155's mortgagee does not require insurance proceeds to be paid to it. Once 1155's restoration work is complete to City's reasonable satisfaction, and since time is of the essence, City's rent payment shall recommence on the thirtieth (30th) day after 1155 notifies City in writing that the Premises are ready for fixturing. City shall be responsible, at its sole cost and expense, to repair or replace any of City's fixtures, equipment and

leasehold improvements which were damaged or destroyed by the same insured cause. The Rent payable hereunder shall be equitably and proportionately abated, according to loss of use to City, during the period of time intervening between the date of such fire and/or destruction and the date that the Premises are restored. In the event that the property is not restored so as to permit reentry by City to its prior capacity by a date ninety (90) days after casualty then City may terminate this Lease without penalty or any further obligation by advising 1155 in writing.

23. **FORCE MAJEURE**. In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that the provisions of this paragraph shall not operate to release City from this Lease nor to excuse City from prompt payment of Rent.

24. **EMINENT DOMAIN**. If all the Premises are condemned or taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date that City is required to vacate the Premises and all Rent shall be paid up to and until the date of termination. If only part of the Premises shall be taken and the size of the Premises is proportionately reduced, then City is entitled to an equal and proportionate reduction in Rent. Further, 1155 shall, as expeditiously as possible, repair the remaining portion of Premises to the extent necessary to render the same suitable for which the Premises were leased.

City hereby waives any right that it may have to any condemnation award or sum paid under threat of condemnation as a result of a complete or partial taking of the Premises.

25. **DEFAULT**. The occurrence of any one of the following events may constitute a default by the party and a breach of this Lease and its covenants by the party, if such default, breach or nonperformance is continued and not cured or commenced to be cured within the applicable number of days after written notice:

(a) The failure by City to make any payment of Rent, and adjustments within ten (10) days after same shall be due, if written notice has been received by City, including right to cure and the cure period has lapsed;

(b) The failure by either party to perform any covenants herein, or the breach by either party of the Lease covenants herein, and the continual further failure by City to cure such covenant, breach, or non performance within fifteen (15) days after written notice;

(c) The failure by either party to perform all of its obligations under the terms of this Lease.

26. **REMEDIES**. In the event of either party's default, the non-defaulting party has the right to terminate this Lease, in addition to all other rights and remedies provided by the law.

27. **HOLDOVER TENANCY**. If City shall occupy the Premises after the established Termination Date of this Lease, including any Termination Date established by a failure of Norfolk City Council to appropriate funds or any Termination Date otherwise established under the terms of this Lease, and in the absence of any written agreement extending the term hereof, the City's tenancy shall become a month-to-month Holdover Tenancy, that may be terminated by either City or 1155 upon thirty (30) days written notice, and the Rent shall be due in an amount equal to the

Monthly Base Rent, applicable and due at the Termination Date, plus Five Thousand and 00/100 Dollars ($5,000.00).

28. **TERMINATION AND SURRENDER**. Upon the expiration or termination of this Lease, City shall surrender the Premises to 1155 in as good a condition as they were found upon City taking possession of the Premises, except for ordinary wear and tear. City shall deliver to 1155 or its Agent all keys to the Premises and remove all its personal property, merchandise and trade fixtures and make all necessary repairs or reimbursements. After City vacates or abandons the Premises, 1155 may elect to retain or dispose of, in any manner, any of City's improvements or City's personal property that City does not remove from the Premises prior to the Termination Date. Title to any such personal property shall vest in 1155. City waives all claims against 1155 for any damage to City resulting from 1155's retention or disposition of any such personal property. City shall also be liable to 1155 for 1155's expenses and costs of removing, disposing of and storing any of City's personal property.

29. **CITY WAIVERS**. The failure of 1155 to insist upon strict performance by City as to any Lease covenant shall not be construed as a waiver by 1155 of such covenant in the future, but the same shall continue and remain in full force and effect. The receipt by 1155 or its Agent of rent with knowledge of a covenant breach shall not be deemed a waiver of such covenant breach, and no waiver by 1155 of any provision hereof shall be deemed to have been agreed upon unless expressed in writing and signed by the parties hereto.

30. **SUCCESSORS AND ASSIGNS**. All the terms, covenants and provisions of this Lease shall extend to and be binding upon 1155 and City and their respective heirs, administrators, executors, successors, assigns, subtenants, sublessees, and any person or persons who obtain an ownership or possessory interest in the Premises by operation of law or otherwise.

31. **NOTICES**. Any notice to be given to either party shall be deemed to be given when posted in United States registered or certified mail, postage prepaid, addressed as follows:

1155: 1155 Pineridge, LLC
c/o Mr. Paul H. Peck, President
P.O. Box 2394
Norfolk, Virginia 23501

City: City of Norfolk
Manager of Real Estate
232 East Main Street, Suite 250
Norfolk, Virginia 23510

Either party may, at any time, change its address for the purposes of notice by sending a written notice to the other party stating the change and setting forth the new address.

32. **BROKERAGE REPRESENTATION**. 1155 and City shall have no obligation to the other for the payment of any real estate commission in regard to this Lease

33. **LEASE SUBMISSION**. The submission of this Lease for examination does not constitute an offer to lease. This Lease shall become effective only upon execution by both City and 1155.

34. **HAZARDOUS SUBSTANCES**. The term Hazardous Substances as used herein shall include any substances declared to hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction. City shall not cause, or permit its agent, licensees or employees to use, generate, release, manufacture, produce, process, store, or dispose of any hazardous substance on or from the Premises. Hazardous Substances shall not include any materials kept on the Premises, in those limited quantities necessary for the operation or maintenance of office equipment. City shall be responsible for payment of all damages, fines, judgments, penalties, costs, liabilities, or losses arising during or after the term of this Lease, and any extensions thereto, from or in connection with the presence

of any Hazardous Substances in or on the Premises to the extent such Hazardous Substances are present due to the negligent acts or omissions of City, its employees, agents, or contractors.

35. **ENTRY**. City agrees to permit 1155 and/or its authorized agent to enter the Premises upon twenty-four (24) hours notice for inspecting, making such repairs or additions as 1155 may desire or be required to make, for showing the Premises to any prospective purchaser, and during the last six (6) months of this Lease Term or any extension or renewal, to prospective tenants. 1155 shall perform such repairs, at such times and in such manner as will not unreasonably interfere with the use of the Premises by City. 1155 shall have the right to enter the Premises without notice in situations deemed to be emergency situations by 1155.

36. **TIME OF THE ESSENCE**. Time shall be of the essence in this Lease.

37. **SELF INSURED**. The parties acknowledge that City is self-insured. City shall have the right to satisfy any or all insurance requirements by use of self-insurance and shall provide evidence of the same to 1155.

38. **ENTIRE AGREEMENT**. This Lease contains the entire agreement of the parties. No prior oral or written agreement, understanding, representation or warranty, promise or statement shall be effective or binding for any reason or purpose, unless specifically set forth in this Lease. No provision of this Lease may be amended or added to except by an agreement in writing, signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on either party until fully executed by both parties hereto.

IN WITNESS WHEREOF this Lease has been duly executed by the parties hereto.

(SIGNATURE PAGES FOLLOW)

LANDLORD:

1155 PINERIDGE, LLC

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

STATE OF _____
CITY/COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the City/County of _____ in the State of _____, whose term of office expires on the ___ day of _____, 20___, do hereby certify that _____, _____ (Title) of 1155 Pineridge, LLC, whose name is signed to the foregoing Lease Agreement, has acknowledged the same before me in my City and State aforesaid.

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

_____
Notary Public
Registration No._____

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 are signed to the foregoing Lease Agreement, have acknowledged the same before me in my City and State aforesaid.

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

_____
Notary Public
Registration No._____

APPROVED AS TO CONTENTS:

_____
Director of General Services

APPROVED AS TO FORM AND CORRECTNESS:

_____
Deputy City Attorney

CERTIFICATE OF FUNDING

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

ACCOUNT:_____

AMOUNT:_____

VENDOR CODE: _____

CONTRACT NO.:_____

_____

Director of Finance Date

EXHIBIT A

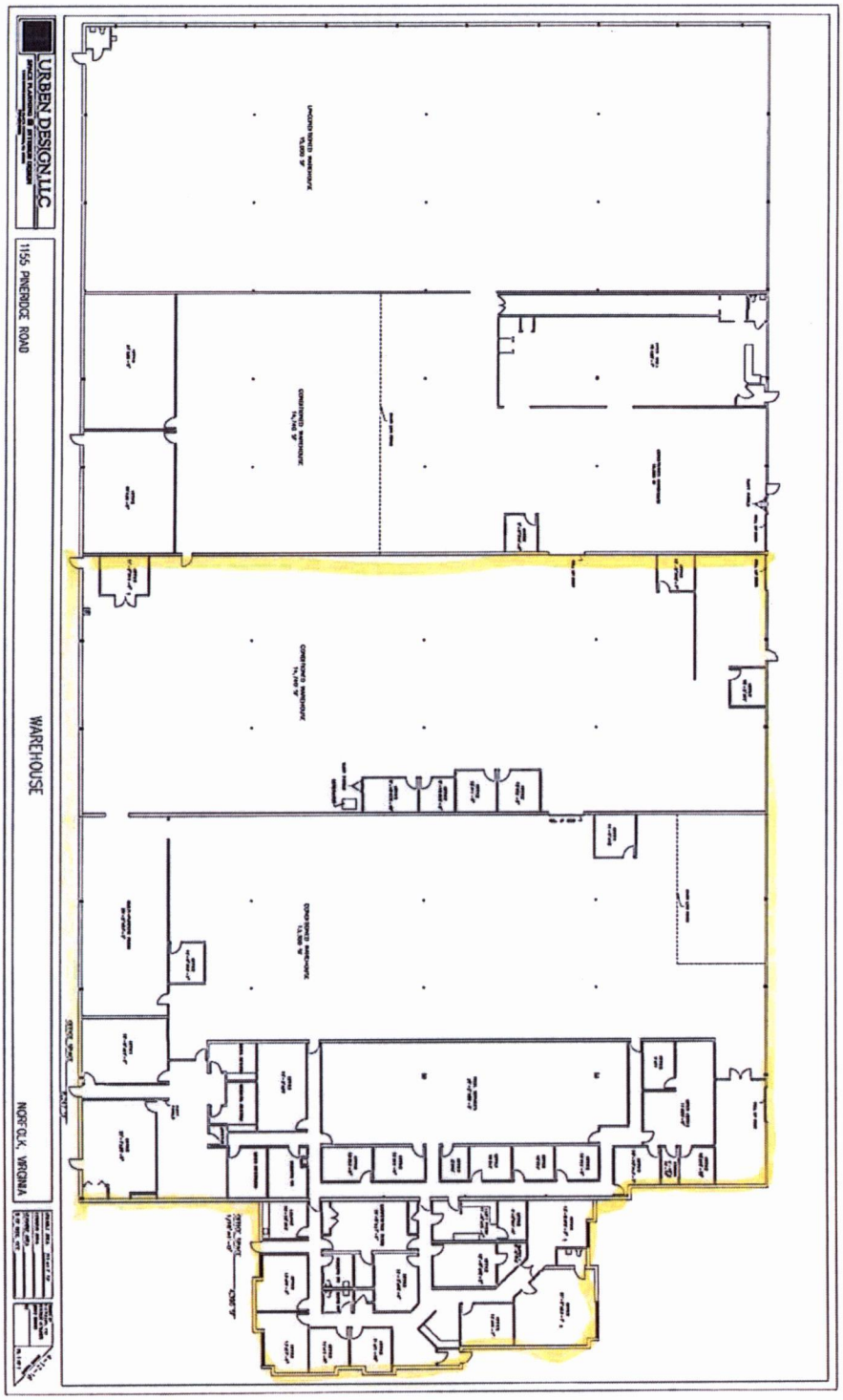
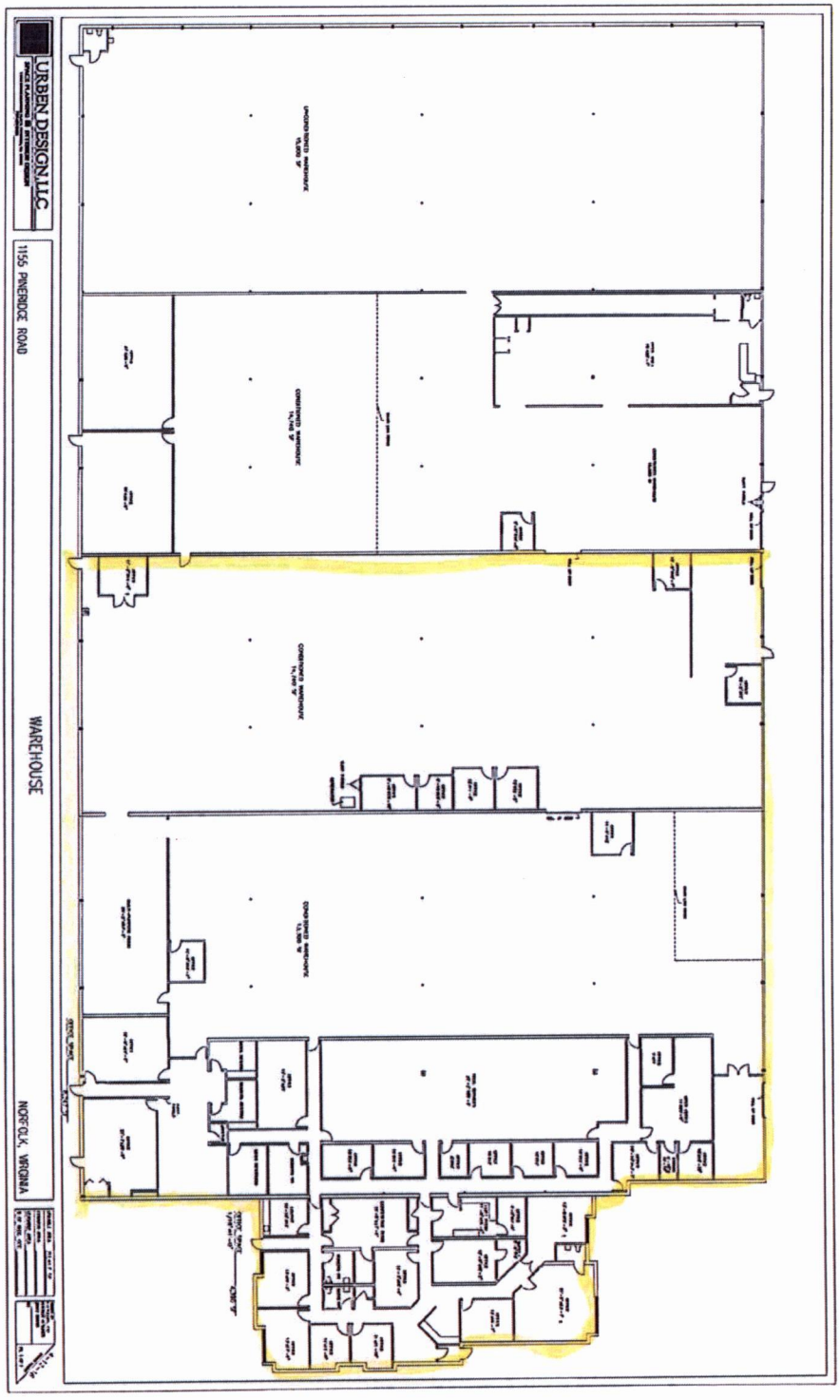

URBEN DESIGN LLC
1155 PINERIDGE ROAD
WAREHOUSE
NORFOLK, VIRGINIA

EXHIBIT B TO ORDINANCE



C: Dir., Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

October 25, 2016

From: David L. Ricks, Director of Public Works

Subject: Encroach into the right of way at 1101 Jamestown Crescent with the placement of pumpkins for an annual fall fundraiser

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-2**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** The Trustees of the Larchmont United Methodist Church
1101 Jamestown Crescent
Norfolk, Virginia 23508

III. **Description:**
This agenda item is an ordinance to permit the Trustees of Larchmont United Methodist Church (the "Trustees") to encroach into the City of Norfolk's (the "City's") right-of-way at 1101 Jamestown Crescent.

IV. **Analysis:**
An encroachment is an object or structure that infringes into the City's rights-of-way or property. *Norfolk City Code,* § 42-10, requires all encroachments into the rights-of-way to be approved by City Council. The encroachment in this location will allow the Trustees to place pumpkins in the right-of-way for their annual fall fundraiser.

V. **Financial Impact:**
Liability insurance has been provided naming the City as additional insured in the amount of $1,000,000.00; therefore, there should be no financial risk to the City. There was no fee charged for this encroachment.

VI. **Environmental:**
N/A

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

VII. Community Outreach/Notification:

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

VIII. Board/Commission Action:

N/A

IX. Coordination/Outreach:

This letter and ordinance have been coordinated with the Department of Public Works, the Department of Planning & Community Development, and the City Attorney's Office.

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A

9/23/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE PERMITTING THE TRUSTEES OF THE LARCHMONT UNITED METHODIST CHURCH TO ENCROACH INTO THE RIGHT-OF-WAY AT 1101 JAMESTOWN CRESCENT WITH THE PLACEMENT OF PUMPKINS FOR THEIR ANNUAL FALL FUNDRAISER.

- - -

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

Section 1:- That permission is hereby granted to the Trustees of the Larchmont United Methodist Church ("TLUMC") to encroach into the right-of-way at 1101 Jamestown Crescent with the placement of pumpkins for their annual fall fundraiser during the month of October, as shown on Exhibit A attached hereto, such permission being further subject to the following conditions:

(1) That this permission is expressly subject to the right of revocation by the Council and that in the event of such revocation, TLUMC, or its successors and assigns, shall immediately remove the encroaching items.

(2) Subject to the City's right of revocation, and the other requirements set forth herein, the permission granted shall commence on October 1 and terminate on November 1 each year.

(3) That TLUMC, or its successors and assigns, at its own cost and expense, shall take out and keep in full force and effect during the term of the encroachment general liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring and naming the City of Norfolk ("City") as an additional insured in the amount of at least $1,000,000.00 each occurrence and $2,000,000.00 general aggregate against liability from claims, actions and suits that may be asserted or brought against the City and/or TLUMC, and its successors and assigns, for any injury to, or death of any person or persons,

or for any damage to, or destruction of property resulting from the placement, maintenance, or existence of said encroaching items, with evidence of such insurance being provided to the City.

(4) That the City shall not be responsible for any damage to the encroaching items, including replacement and reinstallation costs, resulting from the City's operation, maintenance, repair, or replacement of any utilities located in the right-of-way at 1101 Jamestown Crescent, the location being shown on Exhibit A.

Section 2:- That the failure of TLUMC, or its successors and assigns, to fully comply with all requirements and conditions set forth herein shall act as an automatic revocation of the permission granted hereby.

Section 3:- That the placement of the said encroaching items shall be deemed an acceptance by the TLUMC, and its successors and assigns, of all conditions to which the permissions herein are granted.

Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

City of NORFOLK

C: Dir., Public Works

To the Honorable Council
City of Norfolk, Virginia

October 25, 2016

From: David Ricks, Director of Public Works

Subject: Encroach into the right-of-way at 539 W. 21st Street with a projecting sign from building façade

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-3

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Richard G. Levin
2106 Llewelyn Avenue
Norfolk, Virginia 23517

III. **Description:**
This agenda item is an ordinance to permit Richard G. Levin ("Levin") to encroach into the City of Norfolk's (the "City's") right-of-way at 539 W. 21st Street with a sign.

IV. **Analysis:**
An encroachment is an object or structure that infringes into the City's rights-of-way or property. *Norfolk City Code*, § 42-10, requires all encroachments into the rights-of-way to be approved by City Council. The encroachment in this location will allow Levin to install a projecting sign identifying the business located at 539 W. 21st Street.

V. **Financial Impact:**
Liability insurance has been provided naming the City as additional insured in the amount of $1,000,000; therefore, there should be no financial risk to the City. There was no fee charged for this encroachment.

VI. **Environmental:**
N/A

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

VII. Community Outreach/Notification:

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

VIII. Board/Commission Action:

The Department of Public Works, the Department of Planning & Community Development, and the City Attorney's Office has reviewed this request for encroachment and offer no objections. The encroachment was reviewed and recommended by the Norfolk Design Review Committee and the City Planning Commission.

IX. Coordination/Outreach:

This letter and ordinance have been coordinated with Department of Public Works, the Department of Planning & Community Development, and the City Attorney's Office.

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A (3 sheets)

9/29/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE PERMITTING RICHARD G. LEVIN TO ENCROACH INTO THE RIGHT-OF-WAY OF W. 21ST STREET WITH A PROJECTING SIGN FROM THE BUILDING FACADE.

- - -

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

Section 1:- That permission is hereby granted to Richard G. Levin ("Levin") to encroach into the right-of-way at 539 W. 21st Street with a sign that projects away from the building façade fifty-one (51") inches, as shown on Exhibit A attached hereto. Such permission being further subject to the following conditions:

(1) That this permission is expressly subject to the right of revocation by the Council and that in the event of such revocation, Levin, or his successors and assigns, shall immediately remove the encroaching structures.

(2) That upon the removal of the encroaching structures or any part thereof, the authority hereby granted shall cease and terminate.

(3) That Levin, or his successors and assigns, at their own cost and expense, shall take out and keep in full force and effect during the term of the encroachment general liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring and naming the City of Norfolk ("City") as an additional insured in the amount of at least $1,000,000.00 each occurrence and $2,000,000.00 general aggregate against liability from claims, actions and suits that may be asserted or brought against the City and/or Levin, and his successors and assigns, for any injury to, or death of any person or persons, or for any damage to, or destruction of property resulting from the installation, maintenance, or existence of said encroaching structures, with

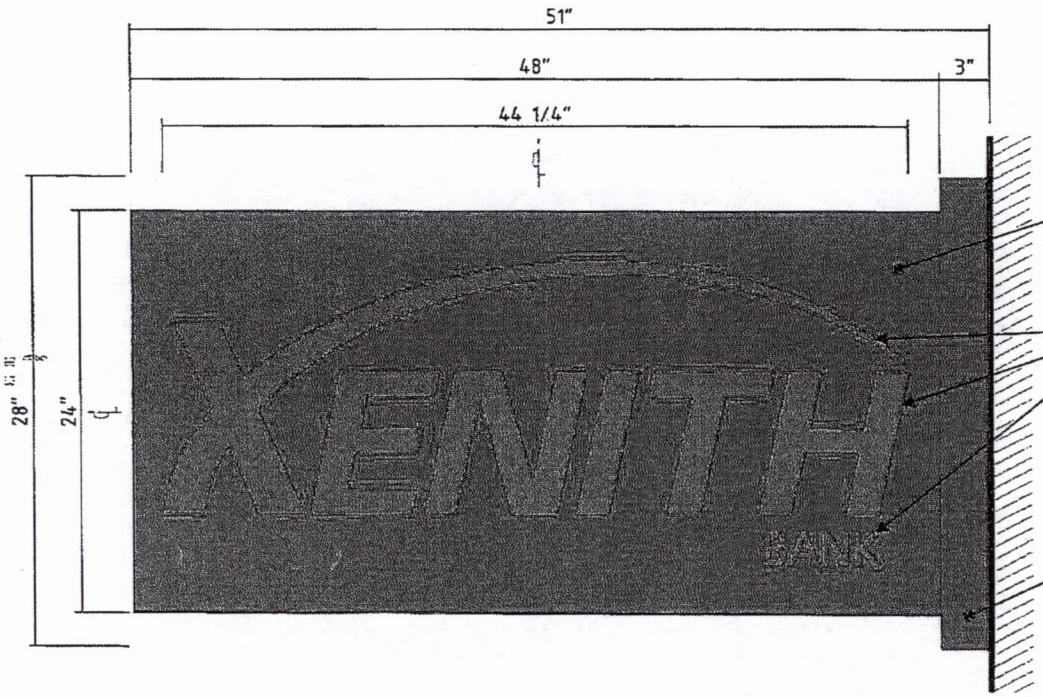
evidence of such insurance being provided to the City.

(4) That the City shall not be responsible for any damage to the encroaching structures, including replacement and reinstallation costs, resulting from the City's operation, maintenance, repair, or replacement of any utilities located in the right-of-way at the property address of 539 W. 21st Street.

Section 2:- That the failure of Levin, or his successors and assigns, to fully comply with all requirements and conditions set forth herein shall act as an automatic revocation of the permission granted hereby.

Section 3:- That the use of the said encroaching structures shall be deemed an acceptance by the Levin, and his successors and assigns, of all conditions to which the permissions herein are granted.

Section 4:- That this ordinance shall be in effect from and after its adoption.



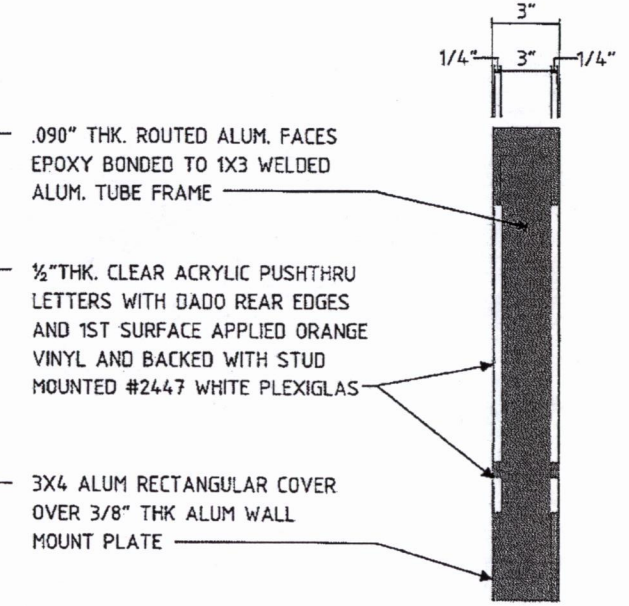


EXHIBIT A TO ORDINANCE

3M VT17993 ORANGE

PMS 7686C BLUE

1 0 FRONT ELEVATION 1 1/2" = 1' - 0"

2 1 0 SIDE VIEW 1 1/2" = 1' - 0"

LOCATION: 9 GHENT

Talley Anchor SIGN COMPANY
1044 RURITAN BLVD CHESAPEAKE, VA 23324
PH: 757-545-8802 FAX: 757-543-9132

BLADE SIGN

CUSTOMER AGI - XENITH BANK CONVERSION
DRAWING # AGI-XEN-LOC9-06012016-REVN1
SALESMAN RDE
DESIGNER MWSC
DATE 06/01/2016

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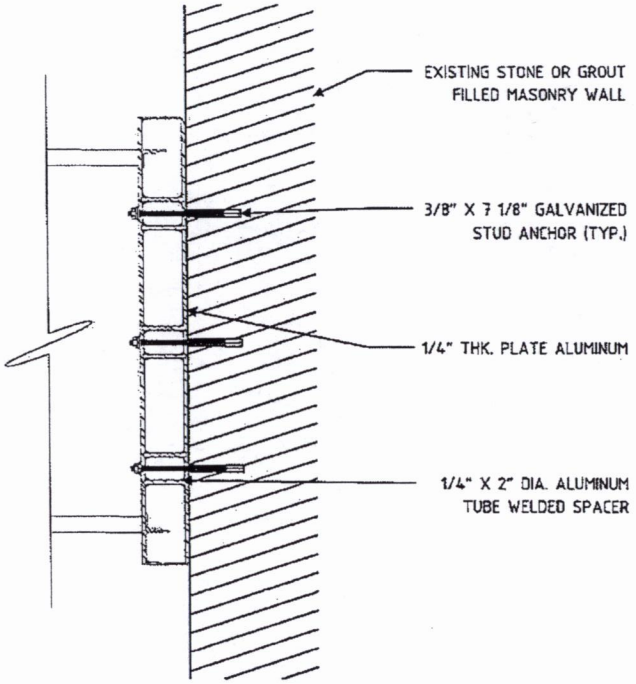
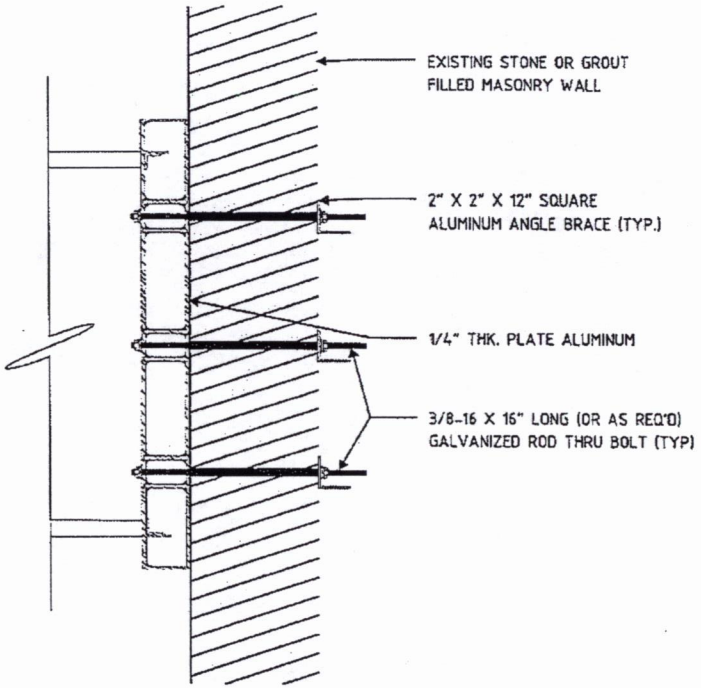
REV	NOTES	DATE
1		
2		
3		
4		
5		

SHEET NUMBER 1.0



1 1 SOLID WALL MOUNT DETAIL
NTS



2 1 1 BRACED MOUNT DETAIL
NTS

LOCATION: 9 GHENT

Talley Anchor SIGN COMPANY
1044 RURITAN BLVD. CHESAPEAKE, VA 23324
PH: 757-545-8802 FAX: 757-543-9132

BLADE SIGN

CUSTOMER AGI - XENITH BANK CONVERSION
DRAWING # AGI-XEN-LOC9-060|2016-REVN1
SALESMAN RDE
DESIGNER MWSC
DATE 06/01/2016

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REV	NOTES	DATE
1	ADD MOUNT DETAIL	07/05/16
2		
3		
4		
5		

SHEET NUMBER
1.1

AFTER

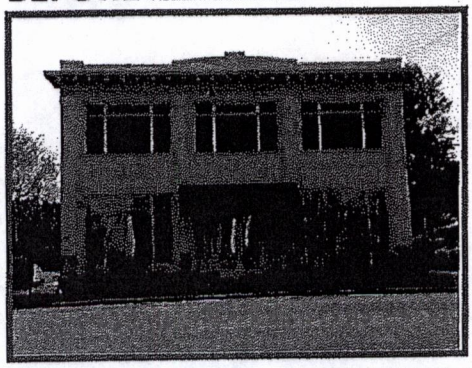
E01

PROPOSED

Proposed Action
Remove awning. Add 24" x 48" D/F non-illuminated flag mounted sign with push-through logo.Bracket will be a plate with 3" rec tube between plate and beginning of cabinet.

Sign Text	Height	Width	Depth
XENITH BANK	24"	48"	N/A

BEFORE



EXISTING

Sign Text		
BANK of HAMPTON ROADS		
Height	**Width**	**Depth**
45"	192"	50"
Letter Height	**OAH Above Grade**	
N/A	96"	
Face Material	**Sign Material**	
VL-Vinyl	BM-Banner Mat.	
Illumination Type	**Double Faced**	
Y-Internal	N/A	
Mount		
FW-Flush (Wall)		

XENITH BANK

9 Ghent
539 W 21st St
Norfolk, VA 23517-1985

YOUR IMAGE. OUR PRIORITY.
ARCHITECTURAL GRAPHICS INC.
2855 International Parkway • Virginia Beach, VA 23450

DATE: 5/26/16 PAGE: 2

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

October 25, 2016

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

Subject: Encroachment Agreement with 455 Granby, LLC for Outdoor Dining at 455 Granby Street

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-4**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** 455 Granby, LLC
Attn: Mr. Sture V. Sigfred
305 Brooke Ave, #404
Norfolk, VA 23510

III. **Description:**
This agenda item is an ordinance to permit 455 Granby, LLC ("455") to encroach into the City of Norfolk's (the "city's") right-of-way at 455 Granby Street with an area measuring approximately 130 square feet for use as an outdoor dining area and for no other purpose.

IV. **Analysis**
This encroachment will permit 455 and its tenant, Leone's, 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 November 1, 2016, or the date of any authorizing ordinance, and terminating on October 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 (to be provided by 455)	Annual Rent: $780.00 ($65.00 – to be paid monthly)
Liability insurance (to be provided by 455)	The city has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the city

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Encroachment Agreement

9/6/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING 455 GRANBY, LLC PERMISSION TO ENCROACH INTO THE RIGHT-OF-WAY AT 455 GRANBY STREET APPROXIMATELY 130 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 455 Granby, LLC ("455"), a copy of which is attached hereto as Exhibit A, are hereby approved, and in accordance therewith, permission is hereby granted to 455 to encroach into the right-of-way at 455 Granby Street approximately 130 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 **455 GRANBY, LLC,** a Virginia limited liability company, ("455"), whose address is 305 Brooke Avenue, #404, Norfolk, Virginia 23510.

WITNESSETH:

1. **ENCROACHMENT AREA:** City hereby grants permission to 455 to encroach into the right-of-way at 455 Granby Street approximately 130 +/- square feet, as shown on Exhibit A attached hereto ("Encroachment Area"), for the purpose of outdoor dining and for no other purpose.

2. **USE:** 455, 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 November 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur, and shall terminate on October 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 455, 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, 455 shall pay City an annual encroachment fee in the amount of **Seven Hundred Eighty Dollars and 0/100 ($780.00)** to be paid in monthly installments of **Sixty-Five Dollars and 0/100 ($65.00),** beginning on the first day of November, 2016, or the day the ordinance is effective,

whichever is later. The encroachment fee shall be paid by check payable to the "Norfolk City Treasurer" and sent to the Department of General Services, 232 E. Main Street, Suite 250, Norfolk, VA 23510, Attn: Mr. Jim Resolute.

5. **LATE FEES:** For any late payments received 15 days after the first of each month, 455 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. 455 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:** 455, and its tenant(s), shall keep and maintain the Encroachment Area in good and complete state of repair and condition. 455, 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:** 455, 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, 455, 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 455, 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 455'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

455: 455 Granby LLC
Attn: Mr. Sture V. Sigfred, Jr.
305 Brooke Avenue, #404
Norfolk, Virginia 23510

With copies to: City Attorney
900 City Hall Building
810 Union Street
Norfolk, Virginia 23510

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

11. **DESTRUCTION:** If the encroaching structures or any part thereof shall be damaged or destroyed by fire, lightning, vandalism, or by any other casualty or cause, the permission granted hereby shall be automatically terminated unless the parties agree, in writing, to continue to permit the encroachments granted by this Agreement.

12. **NON-LIABILITY OF CITY:** City shall not be liable for any damage or injury which may be sustained by 455, 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 455, 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:** 455, 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:** 455, 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 455, 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, 455, 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 455, 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. 455, and its tenant(s), shall be jointly and severally liable for paying for the cost of such removal.

15. **ASSIGNMENT AND SUBLETTING:** City and 455 agree that the permission to encroach granted hereby is for the benefit of 455 and its tenant(s), and may not be assigned by 455

without express authorization by the City. Further, upon 455's lease of the premises (adjoining the Encroachment Area) to a tenant, 455 shall have any such tenant execute a copy of this Agreement, acknowledging acceptance of the terms and conditions set forth herein.

16. **SURRENDER:** 455, 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. 455, 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 455's use of the Encroachment Area. If 455, 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 455, and its tenant(s), shall be jointly and severally liable to City for the cost of any removal and disposal.

17. **INSURANCE:** 455, 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. 455, 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, 455, 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 455's employees, as well as its tenant's employees, whose work occurs within the premises which are subject to this agreement.

18. **INDEMNIFICATION**: 455, 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 455, or its tenant(s), or by 455'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 455, 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 455, 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 455, and its tenant(s), to covenant and agree that all improvements of every kind and nature constructed, erected or placed by 455, and/or its tenant(s), in the Encroachment Area shall be and remain the property of 455, 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 455, and/or its tenant(s), including but not limited to the 455's, or its tenant(s)', interest in the Encroachment Area or any of 455'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 455, 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, 455, 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. 455, 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, 455, 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) 455, 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, 455, 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 455, and/or its tenant(s), whether due to merger, sale of assets or other business combination or change of control.

(e) 455, 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

455'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 455, 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, 455, 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 455, and/or its tenant(s), of the filing thereof, and 455, 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 455, 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 455, and its tenant(s), by this agreement.

24. **OTHER REQUIREMENTS:**

(a) 455, and its tenant(s), shall comply with the City of Norfolk's Downtown Outdoor Dining Policy, as amended from time to time.

(b) 455, 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) 455'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 455, 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 455, 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 455 assigns, conveys, sells, or otherwise disposes of its interest in the property located at 455 Granby Street to a party other than an affiliated entity, the permission granted by this Agreement shall immediately terminate. Any such successor in interest to 455 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, 455, 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:** 455, and its tenant(s), hereby represent that they are organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

32. **COUNTERPARTS**: The Agreement may be signed in counterparts. The Parties hereto agree that facsimile or email signatures shall have the full force and effect of original signatures.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Encroachment Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

CITY OF NORFOLK

By: _____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

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

_____
Notary Public
Registration: _____

Approved as to Contents:

_____
Director of General Services

Approved as to Form and Correctness

_____
Deputy City Attorney

455 GRANBY, 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 455 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:_____

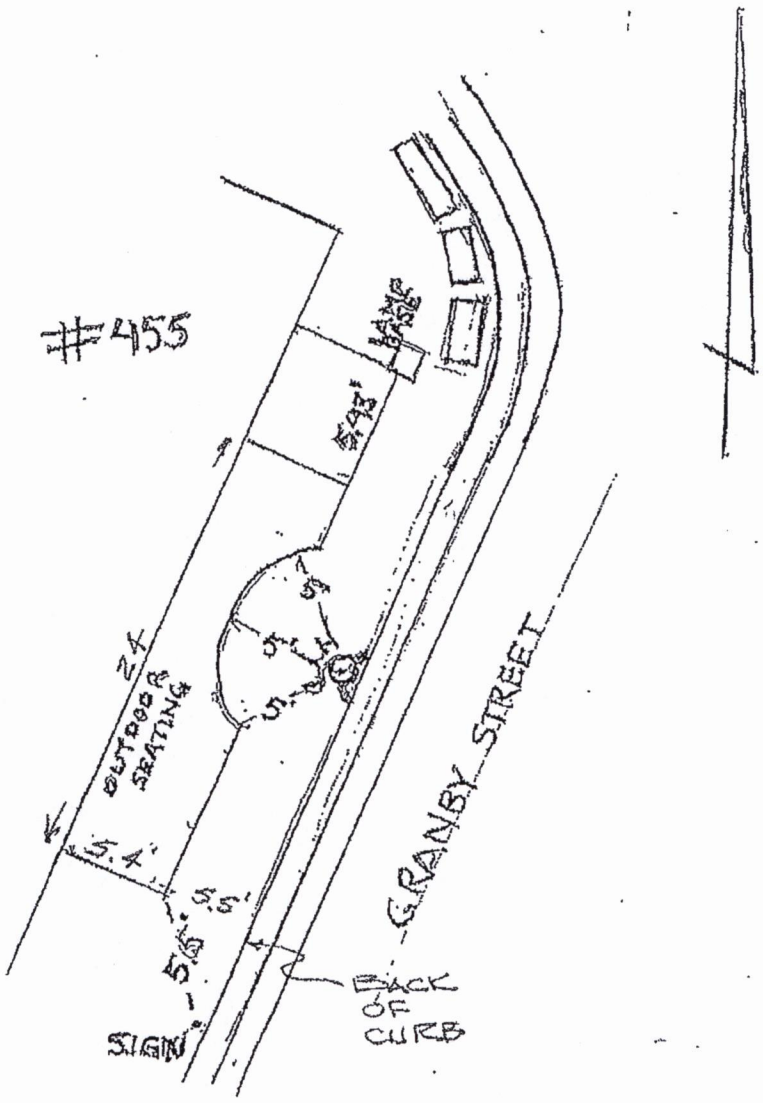
COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

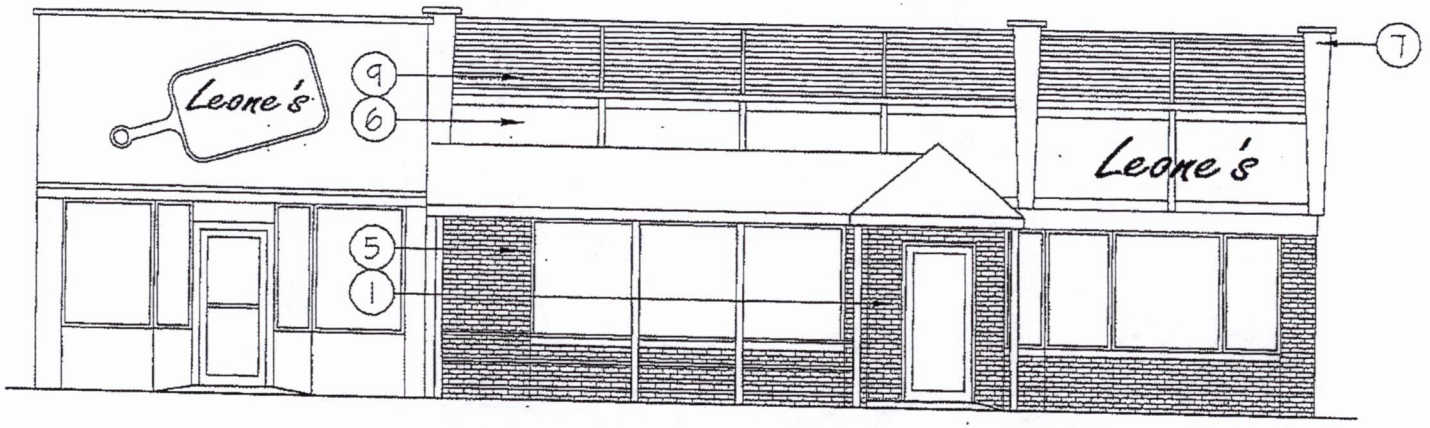
I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of _____, whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

EXHIBIT A


#455
BASE
5'-9"
24'
OUTDOOR SEATING
5'-4"
5'-5"
5'-5"
SIGN
BACK OF CURB
GRANBY STREET



FRONT ELEVATION: GRANBY STREET

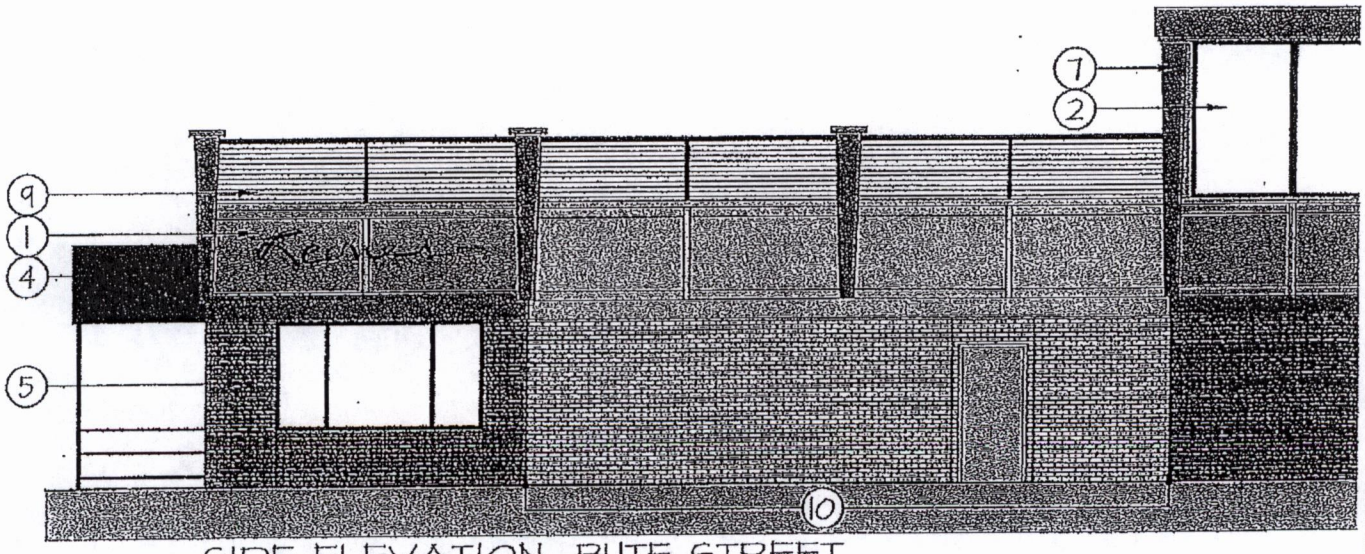
1/8" = 1'-0"

FRONT ELEVATION: GRANBY STREET

1/8" = 1'-0"

REA

1/8" =



SIDE ELEVATION: BUTE STREET

1/8" = 1'-0"

C: Dir., Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

October 25, 2016

From: David L. Ricks, Director of Public Works

Subject: Request for VDOT to establish two FY 2017 Smart Scale Construction Projects for Traffic Control System Upgrades and Virginia Beach Boulevard/Newtown Road Intersection Improvements

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-5**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to request that Virginia Department of Transportation ("VDOT") establish two FY 2017 Smart Scale Construction Projects for Traffic Control System Upgrades and Virginia Beach Boulevard/Newtown Road Intersection Improvements (the "projects") and appropriate and authorize the expenditure of $5,336,605 for the projects.

IV. **Analysis:**
- The City of Norfolk (the "City") requires an adopted ordinance in order to accept state funds to initiate design work on two FY2017 Smart Scale projects.
- FY2017 Smart Scale funds will fund the design and construction of two, high priority transportation projects.
- These two transportation projects will be significant in fulfilling the City's vision and priorities for accessibility, mobility and connectivity, fostering safe, healthy and inclusive communities.

V. **Financial Impact:**
The Smart Scale Program requires no local matching funds from the City. The funding will be provided via cost reimbursement from VDOT. The construction of both projects will improve the City's infrastructure and improve quality of life, while increasing the safety of pedestrians and bicyclists within Norfolk.

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

Cost Breakdown

Project	State Allocation (100%)	Required City Match (0%)	Total Project Cost
1. Norfolk Traffic Control Systems Upgrade	$3,000,000	$0	$3,000,000
2. Virginia Beach Boulevard and Newtown Road Intersection Improvements	$2,336,605	$0	$2,336,605
Total	$5,336,605	$0	$5,336,605

VI. Environmental:

N/A

VII. Community Outreach/Notification:

Coordination with Civic Leagues and adjacent businesses will be made prior to construction of these improvements. 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 – Project Administrative Agreements and Appendices

9/29/16 - 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.

$ 3,000,000.00 2275-10-9210
$ 2,336,605.00 2275-10-9211
Account

Director of Finance

10/5/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE REQUESTING THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO ESTABLISH TWO FY2017 SMART SCALE CONSTRUCTION PROJECTS; IN ACCORDANCE WITH THE PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENTS BETWEEN THE CITY OF NORFOLK AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION; AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE TOTAL SUM OF $5,336,605.00 FOR THESE PROJECTS, SUBJECT TO AND IN ACCORDANCE WITH THE TERMS OF THE AFORESAID AGREEMENTS.

- - -

WHEREAS, the City of Norfolk ("City") desires that the Virginia Department of Transportation ("VDOT") establish the following projects: (1) Traffic Control System Upgrades; and (2) the Virginia Beach Boulevard/Newtown Road Intersection Improvements ("Projects"), in accordance with the Programmatic Project Administration Agreements ("Agreements") to be executed between the City and VDOT, copies of which, with appendices, are attached hereto as Exhibit A and Exhibit B; and

WHEREAS, in accordance with VDOT procedures, in order for VDOT to program FY2017 Smart Scale 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 Agreements attached as Exhibit A and Exhibit B.

Section 2: - That the sum of $5,336,605.00 is hereby appropriated and authorized to be expended for the Projects, subject to and in accordance with the terms and conditions of the Agreements.

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 Agreements.

Section 4: - That the City Manager, with the advice and counsel of the City Attorney, is further authorized to correct, amend or revise the Agreements 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.

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

EXHIBIT
A

Project Number	UPC	Local Government
U000-122-361	109312	City of Norfolk

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20__, 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 has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

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

1. The LOCALITY shall:

   a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in 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. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT

   b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.

d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

e. Maintain accurate and complete records of each Project's development and documentation 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 no 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 an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-348 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.

h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements

j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the locality expends over

$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

k. If legal services other than that 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.

l. 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.

m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.

2. The DEPARTMENT shall:

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

b. Upon receipt of the LOCALITY's invoices pursuant to paragraph1.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 federal and state laws and regulations.

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

3. Appendix A identifies the funding sources for the project, 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.

4. 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 33.2-1011 of the Code of Virginia, 1950, as amended.

5. 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 is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed 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.

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

7. 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.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the 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 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 the 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, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9 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 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

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.

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

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

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: _____ _____

Director of Public Works
City of Norfolk

Date

APPROVED AS TO FORM AND CORRECTNESS:

By: _____ _____

Deputy City Attorney
City of Norfolk

Date

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:

_____

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Date

_____

Signature of Witness

Date

Attachments

Appendix A (UPC 109312)

Appendix A **Date:** 9/22/2016

Project Number: 0058-122-361 UPC: 109312 CFDA # 20.205 Locality: City of Norfolk

Project Location ZIP+4: 23502-2528	Locality DUNS# 074740069	Locality Address (incl ZIP+4): 810 Union Street Norfolk, VA. 23510-2717

Project Narrative

Scope:	HB2.FY17 U.S. 58 Corridor Intersection Capacity & Safety
From:	Virginia Beach Boulevard
To:	Newtown Road

Locality Project Manager Contact info: Robert Brown, P.E.; Phone 757-664-7305 email: robert.brown@norfolk.gov

Department Project Coordinator Contact Info: Derrick Williams; Phone 757-925-2582 email: derrick.williams.Vdot.virginia.ovu

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	$342,282	$0	$1,953,323	$2,295,605
Estimated VDOT Project Expenses	$6,000	$0	$35,000	$41,000
Estimated Total Project Costs	$348,282		$1,988,323	$2,336,605

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	$348,282	Smart Scale	0%	$0	$348,282	
				$0	$0	
				$0	$0	
Total PE	$348,282			$0	$348,282	$342,282
Construction	$1,988,323	Smart Scale	0%	$0	$1,988,323	
				$0	$0	
				$0	$0	
Total CN	$1,988,323			$0	$1,988,323	$1,953,323
Total Estimated Cost	$2,336,605			$0	$2,336,605	$2,295,605

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	$2,336,605
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	$2,295,605

Project Financing

Smart Scale DGP						**Aggregate Allocations**
$2,336,605						$2,336,605

Program and Project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 8/7/2017
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- This project shall be initiated and at least a portion of the programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the Commonwealth Transportation Board, the locality or metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the project.
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process and HB2 Implementation Policy Guide, Section 5.3, this project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase prior to contract advertisement or award, or a significant reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual HB2 prioritization cycle to account for a cost increase on a previously prioritized project.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of **$2,336,605** (if applicable)
  - o FY17 Allocations - $348,282
  - o FY19 Allocations - $1,988,323

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

EXHIBIT
B

Project Number	UPC	Local Government
U000-122-363	109303	City of Norfolk

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20__, 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 has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

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

1. The LOCALITY shall:

   a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in 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. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT

   b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.

d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

e. Maintain accurate and complete records of each Project's development and documentation 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 no 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 an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-348 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.

h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements

j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the locality expends over

$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

k. If legal services other than that 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.

l. 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.

m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.

2. The DEPARTMENT shall:

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

b. Upon receipt of the LOCALITY's invoices pursuant to paragraph1.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 federal and state laws and regulations.

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

3. Appendix A identifies the funding sources for the project, 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.

4. 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 33.2-1011 of the Code of Virginia, 1950, as amended.

5. 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 is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed 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.

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

7. 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.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the 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 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 the 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, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9 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 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

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.

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

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

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: _____ _____

Director of Public Works
City of Norfolk

Date

APPROVED AS TO FORM AND CORRECTNESS:

By: _____ _____

Deputy City Attorney
City of Norfolk

Date

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:

_____

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Date

_____

Signature of Witness

Date

Attachments

Appendix A (UPC 109303)

Appendix A **Date:** 9/22/2016

Project Number: U000-122-363 UPC: 109303 CFDA # 20.205 Locality: City of Norfolk

Project Location ZIP+4: 23510-2717	Locality DUNS# 074740069	Locality Address (incl ZIP+4): 810 Union Street Norfolk, VA. 23510-2717

Project Narrative

Scope:	HB2.FY17 Norfolk Traffic System Platform Upgrade
From:	Citywide
To:	Citywide

Locality Project Manager Contact info: Robert Brown, P.E.; Phone 757-664-7305 email: robert.brown@norfolk.gov

Department Project Coordinator Contact Info: Derrick Williams; Phone 757-925-2582 email: derrick.williams.Vdot.virginia.ovu

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	$3,000	$0	$2,988,000	$2,991,000
Estimated VDOT Project Expenses	$6,000	$0	$3,000	$9,000
Estimated Total Project Costs	$9,000	$0	$2,991,000	$3,000,000

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 -
Preliminary Engineering	$9,000	Smart Scale	0%	$0	$9,000	
				$0	$0	
				$0	$0	
				$0	$0	
Total PE	$9,000			$0	$9,000	$3,000
Construction	$2,991,000	Smart Scale	0%	$0	$2,991,000	
				$0	$0	
				$0	$0	
				$0	$0	
				$0	$0	
Total CN	$2,991,000			$0	$2,991,000	$2,988,000
Total Estimated Cost	$3,000,000			$0	$3,000,000	$2,991,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	$3,000,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	$2,991,000

Project Financing

Smart Scale DGP						**Aggregate Allocations**
$3,000,000						$3,000,000

Program and Project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 5/16/2017
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- This project shall be initiated and at least a portion of the programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the Commonwealth Transportation Board, the locality or metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the project.
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process and HB2 Implementation Policy Guide, Section 5.3, this project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase prior to contract advertisement or award, or a significant reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual HB2 prioritization cycle to account for a cost increase on a previously prioritized project.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of **$3,000,000** (if applicable)
  - o FY17 Allocations - $1,500,000
  - o FY18 Allocations - $1,500,000

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing

VIRGINIA DEPARTMENT OF TRANSPORTATION
PROJECT ADMINISTRATION AGREEMENT
FY17 Smart Scale Projects

I hereby certify that the money required for this agreement has been allocated by VDOT. Funds shall not appropriated for any other purpose.

SR Account:	*Amount:*	*Contract:*
2275 10 9210 (FY17)-Traffic Control System Upgrades UPC 109303	$3,000,000.00	N/A
2275 10 9211 (FY17)-Virginia Beach Blvd./Newtown Road Intersection Improvements UPC 109312	$2,336,605.00	N/A
Total SR Accounts (VDOT to reimburse City)	$5,336,605.00	

Vender Code VDOTTR0100

Director of Finance Date

City of NORFOLK

C: Dir., Department of Utilities

To the Honorable Council
City of Norfolk, Virginia

October 25, 2016

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

Subject: Ordinance requesting write-off of uncollectible utility bills for Fiscal Year 2013

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: N/A

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-6**

I. **Recommendation:** Adopt Ordinance

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

III. **Description:**

This agenda item is an ordinance to authorize the Director of Finance to credit the accounts of the Department of Utilities ("Utilities") with $823,126, the amount of uncollectible water charges, utility taxes, refuse disposal, wastewater collection and storm water fees for Fiscal Year ("FY") 2013. This amount represents 0.50% of the billed revenue.

IV. **Analysis**

Extensive efforts are directed towards collection of delinquent inactive accounts. A reminder notice is sent if the customer's final bill is not paid. Additionally, the City of Norfolk (the "city") participates in the State Debt Set-Off Program (the "program"). The program allows the city to offset the outstanding bills against state tax refunds and lottery winnings owed to the customer.

The city's collection efforts also include referring delinquent accounts to collection agencies, placing liens against properties and seeking personal judgments through the court system. Property liens reflect against the debtor's name when title searches are performed and prevent properties from being sold until the outstanding debt is satisfied. In accordance with the *Code of Virginia* § 8.01-246(4), judgments are sought within three (3) years for outstanding debt. Utilities attempts to locate current addresses of debtors by utilizing information from the U.S. Postal Service, Department of Motor Vehicles, Equifax and Hampton Roads Sanitation District systems. Once judgment is awarded in General District Court, it is also filed in Circuit Court, sustaining the life of the judgment for twenty years.

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At the end of the three year period, all internal resources have been exhausted and the ability to recover outstanding debt diminishes significantly. Therefore, it is the city's policy to remove the uncollected utility bills of this age from the accounts receivable. The total dollar amount of $823,126 for non-collectible balances for FY 2013 is 0.50% of the total billed revenue of $164,916,903. Uncollectible past due amounts of approximately 0.5%-1% are typical for water utilities in this area.

V. Financial Impact

Each year, the Water and Wastewater Funds set up a reserve for uncollectible accounts based upon a three (3) year historical trend. The range for these reserves is about 1% of the total revenue. After these accounts are approved for write-off, the amounts are offset against their respective reserve accounts and do not impact the current 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 Utilities, the Department of Public Works, the Department of Finance and the City Attorney's Office.

Supporting Material:

- Ordinance

8/18/2016MR

Form and Correctness Approved RAP

By _____
Office of the City Attorney

Contents Approved:

By _____
Department of 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.

$ 823,126.26 VARIOUS be
Account

Director of Finance 9/26/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO CREDIT VARIOUS ACCOUNTS OF THE DEPARTMENT OF UTILITIES IN THE TOTAL AMOUNT OF $823,126.26 SO AS TO REFLECT UNCOLLECTIBLE BALANCES FOR FISCAL YEAR 2013.

- - -

WHEREAS, payments for water service between the City of Norfolk, Department of Utilities, and water service customers are governed by a three-year statute of limitations pursuant to Virginia Code § 8.01-246 (4); and

WHEREAS, the Department of Utilities has endeavored to collect various water charges, utility taxes, refuse fees, wastewater collection fees, and storm water fees attributable to Fiscal Year 2013; and

WHEREAS, the efforts to collect these sums have been partially successful, leaving balances as follows:

Fiscal Year	Water Fees/ Charges	Utility Tax	Refuse Disposal	Wastewater Collection	Storm Water
2013	$267,526.17	$30,335.56	$202,578.34	$290,185.67	$32,500.52

WHEREAS, the total uncollectible revenue amount of

$823,126.26 is 0.50% of the total billed water revenue of $164,916,903.00; and

WHEREAS, the aforesaid balance is now deemed uncollectible; now, therefore,

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

Section 1: - That the Director of Finance is hereby authorized to credit the accounts of the Department of Utilities with the sum of $823,126.26, said amount being the total of all uncollectible water charges, utility taxes, refuse fees, wastewater collection fees and storm water fees for Fiscal Year 2013.

Section 2: - That this ordinance shall be in effect from and after its adoption.

C: Dir., Department of Development

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

October 25, 2016

From: John C. Kownack, Executive Director, NRHA

Subject: Resolution Authorizing the Formation of Legal Entities by the Norfolk Redevelopment and Housing Authority to Facilitate the Conversion of Existing Assisted Rental Communities from Low Income Public Housing to Project-Based Vouchers

Reviewed: _____
Peter H. Chapman, Deputy City Manager

Ward/Superward: 3, 4/ 7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-7**

I. **Recommendation:** Adopt Resolution

II. **Applicant:** John C. Kownack, Executive Director
Norfolk Redevelopment and Housing Authority
555 East Main Street
Norfolk, Virginia 23510

III. **Description:**
This agenda item is a resolution to authorize the Norfolk Redevelopment and Housing Authority ("NRHA") to create legal entities necessary to convert assisted rental communities from the Low Income Public Housing ("LIPH") program to the Project Based Voucher ("PBV") program. The communities involved have received preliminary approval by the U. S. Department of Housing and Urban Development ("HUD") to participate in the Rental Assistance Demonstration ("RAD") program.

IV. **Analysis**
NRHA desires to convert North Wellington (25 units), a recently developed portion of Grandy Village (16 units), and a portion of Grandy Village that underwent significant renovation in 2008 (275 units) to the RAD program in order to streamline HUD funding streams and to replace the current HUD deeds of trusts on these LIPH properties with less restrictive use agreements. To convert from the LIPH program to the PBV program under RAD, HUD requires the use of separate entities to own and manage the properties.

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

The proposed resolution would authorize only the creation of entities relating to properties that are being converted under the "non-financial" category of the RAD program. These "non-financial" conversions would not involve the pursuit of Low Income Housing Tax Credits ("LIHTC") and would not result in any changes in the obligation to maintain the units or cause any substantive impact on tenant requirements or rent calculations. In this manner, the authorization to create these entities would differ from the recent discussion relating to entity creation for the Young Terrace and Diggs Town communities, which include mixed-finance renovations involving the use of LIHTC equity.

V. Financial Impact

No financial impact on the City of Norfolk (the "City") or the residents of North Wellington and Grandy Village is anticipated as the result of the conversion from the LIPH program to the PBV program.

VI. Environmental

N/A

VII. Community Outreach/Notification

As required by HUD, community meetings were held with the residents of North Wellington (July 9, 2016) and Grandy Village (July 23, 2016) to describe the RAD program and explain the impact of the program on current tenants. In addition, public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action

On May 12, 2016, the NRHA Board of Commissioners approved a resolution authorizing the creation of the required entities, pending approval by the City Council.

IX. Coordination/Outreach

This and resolution have been coordinated with the Norfolk Redevelopment and Housing Authority, the Department of Development, and the City Attorney's Office.

Supporting Material from the Norfolk Redevelopment and Housing Authority:

- Resolution

10/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

RESOLUTION

RESOLUTION AUTHORIZING THE FORMATION OF LEGAL ENTITIES BY THE NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY TO FACILITATE THE CONVERSION OF EXISTING ASSISTED RENTAL COMMUNITIES FROM LOW INCOME PUBLIC HOUSING TO PROJECT-BASED VOUCHERS IN GRANDY VILLAGE AND NORTH WELLINGTON.

- - -

WHEREAS, the Board of Commissioners (the "Board") of the Norfolk Redevelopment and Housing Authority (the "Authority") has determined that it is appropriate and beneficial to convert some of the Authority's existing assisted rental communities from Low Income Public Housing to Project-Based Vouchers ("PBVs") (collectively, the "Conversions"); and

WHEREAS, the Conversions may be implemented either (i) through the Rental Assistance Demonstration ("RAD") initiative or (ii) outside of the RAD initiative;

WHEREAS, pursuant to HUD Notice PIH-2015-05(HA), Section 5(a), the Conversions will necessitate the creation of new legal entities to serve as owners or contract administrators for the PBV units; and

WHEREAS, pursuant to subsection 12 of Section 36-19 of the Virginia Housing Authorities Law, Chapter 1, Title 36, Code of Virginia of 1950, as amended (the "Act"), the Authority is

authorized to form corporations, partnerships, joint ventures, trusts, or any other legal entity or combination thereof, with the approval of the local governing body; and

WHEREAS, on May 12, 2016, the Board of the Authority adopted a Resolution authorizing the formation by the Authority of such limited liability companies, limited partnerships and other legal entities as may be necessary to facilitate the participation of the Authority in one or more Conversions, subject to the approval of the Council of the City of Norfolk, Virginia (the "City Council"); and

WHEREAS, the City Manager of the City of Norfolk has recommended that the City Council approve the creation of such entities and the participation of the Authority therein;

BE IT RESOLVED by the Council of the City of Norfolk, Virginia, that:

Section 1:- The formation by the Authority of such limited liability companies, limited partnerships and other legal entities as may be necessary to facilitate the participation of the Authority in one or more Conversions in Grandy Village and North Wellington is hereby authorized and approved.

Section 2:- This Resolution shall be in effect from and after the date of its adoption.

C: Chief of Police

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

October 25, 2016

From: Michael G. Goldsmith, Chief of Police

Subject: Acceptance of a FY 2016 Port Security Grant of $404,670 from the U.S. Department of Homeland Security, Federal Emergency Management Agency

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-8**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept and appropriate a $404,670 grant award (the "grant") from the U.S. Department of Homeland Security, Federal Emergency Management Agency for the FY 2016 Port Security Grant Program.

IV. **Analysis:**
The grant will allow the Norfolk Police Department ("NPD") to purchase equipment including Special Operations night vision, ballistic helmets, flotation devices, masks and filters; Harbor Patrol and Dive Team outboard motors, an inflatable shelter system, drysuit and wetsuit gear, communications units, first aid kit with automated external defibrillators and oxygen tank; and Bomb Squad bomb suit, x-ray system, safety tools, FBI certification training, and specialized training to enhance port security.

V. **Financial Impact:**
The grant has a 25% local cash match of up to $134,890, which will be provided from the NPD's State Forfeiture Fund.

VI. **Environmental:**
N/A

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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 Norfolk Police Department and the City Attorney's Office.

Supporting documentation from the Norfolk Police Department:

- Ordinance
- Grant Award letter

10/11/16 - bjl

Form and Correctness Approved:

By Mary L. G. [signature]
Office of the City Attorney

Contents Approved:

By Michael Goldsmith
DEPT. Norfolk Police Department

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.

SJH 10/12/16 $ 404,670.00 2275-19-8887-9209
SJH 10/12/16 $ 134,890.00 2275-19-9123-5411
Account

Christine Sawyer [signature] 10/13/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING A $404,670.00 GRANT AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE FUNDS FOR THE FY2016 PORT SECURITY GRANT PROGRAM AND AUTHORIZING THE EXPENDITURE OF A LOCAL CASH MATCH OF $134,890.00 FOR THE PURCHASE OF EQUIPMENT AND TO PAY FOR TRAINING TO ENHANCE PORT SECURITY.

- - -

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

Section 1:- That $404,670.00 in grant funds from the U.S. Department of Homeland Security, Federal Emergency Management Agency, for the FY2016 Port Security Grant Program are hereby accepted.

Section 2:- That $404,670.00 in grant funds from the U.S. Department of Homeland Security, Federal Emergency Management Agency, are hereby appropriated and authorized for expenditure for the FY2016 Port Security Grant Program, if and when the funds are made available from the U.S. Department of Homeland Security, for the purchase of equipment and to pay for training to enhance port security.

Section 3:- That up to $134,890.00, heretofore-appropriated, is hereby authorized for expenditure from the Police Department's State Forfeiture Fund, Account 2275-19-9123-5411-FY16, as a local cash match for the purchase of equipment and to pay for training to enhance port security.

Section 4:- That this ordinance shall be in effect from and after its adoption.

U.S. Department of Homeland Security
Washington, D.C. 20472

Marcus Jones
City of Norfolk Police Department
100 Brooke Avenue
Norfolk, VA 23510 - 2717

Re: Grant No.EMW-2016-PU-00074

Dear Marcus Jones:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Port Security Grant Program has been approved in the amount of $404,670.00. As a condition of this award, you are required to contribute a cost match in the amount of $134,890.00 of non-Federal funds, or 25 percent of the total approved project costs of $539,560.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2016 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE:	City of Norfolk Police Department
PROGRAM:	Port Security Grant Program
AGREEMENT NUMBER:	EMW-2016-PU-00074-S01

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Article XXXIV	Debarment and Suspension
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Article XXXVI	Civil Rights Act of 1968
Article XXXVII	Civil Rights Act of 1964 - Title VI
Article XXXVIII	Acceptance of Post Award Changes
Article XXXIX	Prior Approval for Modification of Approved Budget
Article XL	Disposition of Equipment Acquired Under the Federal Award
Article XLI	National Environmental Policy Act
Article XLII	Nondiscrimination in Matters Pertaining to Faith-based Organizations

Article I - Summary Description of Projects

Project 1: Bomb Squad Equipment and Training Funded at $110,550.

Project 2: Special Operations Team Equipment Funded at $188,138.

Project 3: Harbor Patrol and Dive Team Equipment for $105,982, EXCLUDES 24ft Skiff / Shallow Draft Response Vessel, Knife Blunt Tip with Holster, Custom Digital Logo Prints, and 2/4 wheel heavy-duty transport cart.

Article II - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article III - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article IV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article V - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VI - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. sections175 175c

Article VII - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article IX - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article XII - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XIII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XIV - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVI - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XVII - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVIII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XIX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. section 2225.

Article XXI - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XXIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101 12213).

Article XXIV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 *et seq.)*,which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXVI - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXVII - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXIX - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXX - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXXIII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. section 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

Article XXXIV - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXV - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXVI - Civil Rights Act of 1968

All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXVII - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.

Article XXXVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXIX - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct

cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XL - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLI - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XLII - Nondiscrimination in Matters Pertaining to Faith-based Organizations

Faith-based organizations are, under 6 C.F.R. Part 19, afforded certain protections as it relates to eligibility to receive financial assistance from DHS for social service programs, or to participate in social service programs administered or financed by DHS. Organizations that receive financial assistance from DHS for a social service program or participate in DHS social service programs have an obligation to comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19, which, among other provisions, prohibit recipient organizations from discriminating against beneficiaries on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; and generally require recipients subject to the rule to provide certain protections, and notice of those protections, to their beneficiaries. Recipients must also comply with any other policies and procedures regarding the participation of faith-based organizations contained in applicable statutes, regulations, and guidance governing individual DHS programs.

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$499,560.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Indirect Charges	$0.00
Other	$40,000.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2016-PU-00074-S01	***	546001455	AWARD	

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
City of Norfolk Police Department 100 Brooke Avenue Norfolk, VA, 23510 - 2717	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Christina Condon	7576646434	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
09/01/2016		Cost Reimbursement	09/01/2016	08/31/2019
			Budget Period	
			09/01/2016	08/31/2019

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
TOTALS			**$0.00**	**$0.00**	**$0.00**	

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) DATE

,

18. FEMA SIGNATORY OFFICIAL (Name and Title) DATE

,

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
DEREK A. MUNGO
TAMELE Y. HOBSON
NADA N. KAWWASS
MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS
MICHAEL A. BEVERLY

October 25, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment **R-9**
Booz Allen Hamilton Inc.

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Booz Allen Hamilton Inc. in the amount of $8,593.05 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $8,593.05, 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

9/22/2016MR
Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____, Chief Deputy
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.

$ 8,593.05 (Refund) 1000 105020 4022 (Account)

$ 286.42 (Interest) 1000 105 020 4024 (Account)

_____ 10/7/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO BOOZ ALLEN HAMILTON 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 overpaid by Booz Allen Hamilton 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 $8,593.05, plus interest; now, therefore

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

Section 1:- That $8,593.05, plus interest at the rate established by applicable law, is hereby appropriated for a refund to Booz Allen Hamilton Inc.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Booz Allen Hamilton 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.

Interest calculation for Booz Allen Hamilton, Inc.

Interest is calculated at 10% per annum or .08333% per month.

Year	Overpayment Amount	Less Deduction Applied	Net amount	Number of Months	Rate equals	Interest Rate	Interest Refund
2013							
2014							
2015							
2016	$ 8,593.05	$ -	$ 8,593.05	4	0.83%	3.333%	$ 286.42
Total Combined Refund:							$ 8,879.47

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Booz, Allen, Hamilton, Inc
Account Number
11952/037044

September 9, 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 **$8,593.05** 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 **$8,593.05.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $8,593.05 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 — 9-13-16 Date

Bernard Pishko, City Attorney — 9/12/16 Date

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
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HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS
MICHAEL A. BEVERLY

October 25, 2016

To the Honorable Council
City of Norfolk, Virginia

R-10

Re: Tax Overpayment
Business Interiors & Moving Services, LLC

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Business Interiors & Moving Services, LLC in the amount of $5,546.48 based upon the overpayment of its Business License Tax for the tax years 2012 through 2014, resulting in a refund due of $5,546.48, 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

9/22/2016MR
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.

$ 5,546.48 (Refund) 1000104010 4101 01 (Account)

$ 1,214.02 (Interest) 1000104010 4101 03 (Account)

_____ 10/7/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO BUSINESS INTERIORS & MOVING SERVICES, LLC BASED UPON THE OVERPAYMENT OF ITS BUSINESS LICENSE TAX FOR THE TAX YEARS 2012 through 2014.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business license tax was erroneously overpaid by Business Interiors & Moving Services, LLC for the tax years 2012 through 2014 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 $5,546.48, plus interest; now, therefore

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

Section 1:- That $5,546.48, plus interest at the rate established by applicable law, is hereby

appropriated for a refund to Business Interiors & Moving Services, LLC.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Business Interior & Moving Services, 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.

Interest calculation for Business Interiors & Moving Services, LLC

Interest is calculated at 6% per annum or .05% per month.

Year	Overpayment Amount	Number of Months	Rate equals	Interest Refund
2013	$5,443.12	44	22.0%	$1,197.49
2014	$103.36	32	16.0%	$16.54
2015	$0.00	0	0.00%	$0.00
2016	$0.00	0	0.00%	$0.00
	$5,546.48			**$1,214.02**
Total Combined Refund:		**$6,760.50**		

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Business Interiors & Moving Services LLC
Account Number
5108/046299

September 15, 2016

Overview: Business Interiors was awarded a contract in Fort Belvoir, Virginia (Fairfax County). The taxpayer reported gross receipts earned in Fairfax County to Norfolk for the years 2013 and 2014. After an audit, Business Interiors paid Fairfax County for the gross receipts earned in their county. The taxpayer is asking the City of Norfolk for a refund of $5,546.48.

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 revenue by **$5,546.48** 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 **$5,546.48.**

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 $5,546.48 as specified by *Virginia Code §58.1-3981* due to the overpayment of City's Business License Tax.

C. Evans Poston, Jr., Commissioner of the Revenue — 9-19-16 Date

Bernard Pishko, City Attorney — 9/22/16 Date

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
DEREK A. MUNGO
TAMELE Y. HOBSON
NADA N. KAWWASS
MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS
MICHAEL A. BEVERLY

October 25, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment **R-11**
Harrell & Harrell, Incorporated

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Harrell & Harrell, Incorporated in the amount of $15,930.75 based upon the overpayment of its Food and Beverage Tax for the month of July 2016, resulting in a refund due of $15,930.75, 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

9/22/2016MR
Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____, Chief Deputy
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.

$ 15,930.75 (Refund) 1000 104 010 4146 (Account)

$ 398.25 (Interest) 1000 104 010 4146 (Account)

_____
Director of Finance

10/7/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO HARRELL & HARRELL, INCORPORATED BASED UPON THE OVERPAYMENT OF ITS FOOD AND BEVERAGE TAX FOR THE MONTH OF JULY 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the food and beverage tax was erroneously overpaid by Harrell & Harrell, Incorporated for the month of July 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 $15,930.75, plus interest; now, therefore

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

Section 1:- That $15,930.75, plus interest at the rate established by applicable law, is hereby

appropriated for a refund to Harrell & Harrell, Incorporated.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Harrell & Harrell, 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.

Interest calculation for Harrell & Harell Incorporated

Interest is calculated at 10% per annum or .08333% per month.

Year	Overpayment Amount	Less Deduction Applied	Net amount	Number of Months	Rate equals	Interest Rate	Interest Refund
2016	$ 15,930.75	$ -	$ 15,930.75	3	0.83%	2.500%	$ 398.25

Total Combined Refund: $ 16,329.00

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Harrell and Harrell, Inc.
Account Number
50523/003254/003260/003261

September 9, 2016

Overview: Taxpayer overpaid its food & beverage tax for the month of July. The taxpayer used their total net sales for each store to compute the tax liability. The Taxpayer paid $20,091.23 but their tax liability was $4,160.48. Taxpayer has requested a refund of $15,930.75 which represents the difference between the payment and the tax liability.

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 food & beverage tax revenue by **$15,930.75** 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 **$15,930.75.**

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 $15,930.75 as specified by *Virginia Code §58.1-3981* due to the overpayment of City's Food and Beverage Tax.

C. Evans Poston, Jr., Commissioner of the Revenue — 9-13-16 Date

Bernard Pishko, City Attorney — 9/30/16 Date

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
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HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS
MICHAEL A. BEVERLY

October 25, 2016

To the Honorable Council
City of Norfolk, Virginia

R-12

Re: Tax Overpayment
L & W Machine Inc.

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to L & W Machine Inc. in the amount of $6,348.85 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $6,348.85, 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

9/23/2016MR

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____, Chief Deputy
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.

$ 6,348.85 1000 105 020 4022
Refund Account

$ 211.62 1000 105 020 4024
Interest Account

_____ 10/7/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO L & W MACHINE INC. BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAX FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was overpaid by L & W Machine 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 $6,348.85, plus interest; now, therefore

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

Section 1:- That $6,348.85, plus interest at the rate established by applicable law, is hereby appropriated for a refund to L & W Machine Inc.

Section 2:- That the Treasurer of the City of

Norfolk is hereby directed to issue a refund to L & W Machine Inc. 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.

Interest calculation for L & W Machine Inc.

Interest is calculated at 10% per annum or .08333% per month.

Year	Overpayment Amount	Less Deduction Applied	Net amount	Number of Months	Rate equals	Interest Rate	Interest Refund
2013							
2014							
2015							
2016	$ 6,348.85	$ -	$ 6,348.85	4	0.83%	3.333%	$ 211.62
Total Combined Refund:							$ 6,560.47

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

L & W Machine Inc.
Account Number
69165/004449

September 16, 2016

Overview:

Taxpayer paid the statutory assessment for its business personal property. When the actual 2016 filing was received we calculated the correct tax amount. We are refunding the difference to the taxpayer.

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 **$6,348.85** 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 **$6,348.35.**

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 $6,348.35 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 — 9/20/16 Date

Bernard Pishko, City Attorney — 9/30/16 Date

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
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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

October 25, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment **R-13**
PHF II Norfolk LLC

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to PHF II Norfolk LLC in the amount of $6,950.49 based upon the overpayment of its Transient Lodging Tax for the month of June 2016, resulting in a refund due of $6,950.49, 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

9/22/2016MR
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.

$ 6,950.49 1000 104 010 4143
Refund Account

$ 231.67 1000 104 010 4143
Interest Account

_____ 10/7/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO PHF II NORFOLK LLC BASED UPON THE OVERPAYMENT OF ITS TRANSIENT LODGING TAX FOR THE MONTH OF JUNE 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the transient lodging tax was erroneously overpaid by PHF II Norfolk LLC for the month of June 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 $6,950.49, plus interest; now, therefore

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

Section 1:- That $6,950.49, plus interest at the rate established by applicable law, is hereby appropriated for a refund to PHF II Norfolk LLC.

Section 2:- That the Treasurer of the City of

Norfolk is hereby directed to issue a refund to PHF II 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.

Interest calculation for PHF II Norfolk LLC

Interest is calculated at 10% per annum or .08333% per month.

Year	Overpayment Amount	Less Deduction Applied	Net amount	Number of Months	Rate equals	Interest Rate	Interest Refund
2016	$ 6,950.49	$ -	$ 6,950.49	4	0.83%	3.333%	$ 231.67
Total Combined Refund:							$ 7,182.16

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

PHF II Norfolk, LLC
Account Number
91957/046512

September 15, 2016

Overview: Taxpayer overpaid its transient lodging tax for the month of June. The taxpayer used incorrect sales figures to compute the tax liability. The amended filing went from $1,113,863.89 to $1,026,982.77 resulting in a tax overpayment of $6,950.49. Taxpayer has requested a refund of $6,950.49.

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 transient lodging tax revenue by **$6,950.49** 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 **$6,950.49.**

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 $6,950.49 as specified by *Virginia Code §58.1-3981* due to the overpayment of City's Transient Lodging Tax.

C. Evans Poston, Jr., Commissioner of the Revenue — 9-19-16 Date

Bernard Pishko, City Attorney — 9/30/16 Date

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
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MATTHEW P. MORKEN
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ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS
MICHAEL A. BEVERLY

October 25, 2016

To the Honorable Council
City of Norfolk, Virginia

R-14

Re: Tax Overpayment
Pitney Bowes Global Financial Services LLC

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Pitney Bowes Global Financial Services LLC the amount of $3,256.80 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $3,256.80, 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

8/29/2016MR
Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____ Chief Dept
for 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.

$ 3,256.80 1000 105020 4022
Refund Account

$ 108.56 1000 105020 4024
Interest Account

_____ 10/7/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO PITNEY BOWES GLOBAL FINANCIAL SERVICES 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 Pitney Bowes Global Financial Services 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 $3,256.80, plus interest; now, therefore

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

Section 1:- That $3,256.80, plus interest at the rate established by applicable law, is hereby

appropriated for a refund to Pitney Bowes Global Financial Services LLC.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Pitney Bowes Global Financial Services 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.

Interest calculation for Pitney Bowes Global Financial Services, LLC

Interest is calculated at 10% per annum or .08333% per month.

Year	Overpayment Amount	Less Deduction Applied	Net amount	Number of Months	Rate equals	Interest Rate	Interest Refund
2013							
2014							
2015							
2016	$ 3,256.80	$ -	$ 3,256.80	4	0.83%	3.333%	$ 108.56
Total Combined Refund:							$ 3,365.36

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Pitney Bowes Global Financial Services, LLC
Account Number
92650/801525

August 17, 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 **$3,256.80** 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 **$3,256.80.**

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 $3,256.80 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 8/24/16

Bernard Pishko, City Attorney — Date 8/24/16

C: Dir., Emergency Preparedness and Response

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

October 25, 2016

From: James A. Redick, Director,
Emergency Preparedness and Response

Subject: Resolution ratifying a Declaration of a Local State of Emergency made by the Director of Emergency Management for the City of Norfolk, Virginia, pursuant to Virginia Code Section 44-146.21 due to the hazards and damages of Hurricane Matthew

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-15**

I. **Recommendation:** Adopt Resolution

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is a resolution ratifying a Declaration of a State of Local Emergency made by the Director of Emergency Management in accordance with Virginia Code 44-146.21 since Hurricane Matthew was expected to cause damage to public beaches, public utilities, public buildings, public communication, public streets and roads, public drainage systems and commercial and residential buildings.

IV. **Analysis**
The attached resolution ratifies the Local Declaration of Emergency by the Director of Emergency Management on October 9, 2016 to protect the lives and property of residents of the City of Norfolk from the serious threat posed by Hurricane Matthew.

V. **Financial Impact**
The Local Declaration of Emergency makes the City of Norfolk eligible for FEMA reimbursement should a Presidential Disaster Declaration be made as a result of reimbursable cost associated with Hurricane Matthew.

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 and resolution have been coordinated with the Department of Emergency Preparedness and Response and the City Attorney's Office.

Supporting Material from the Department of Emergency Preparedness and Response:

- Resolution
- Declaration of Local Emergency

10/4/16 sb

Form CCO-005

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

Resolution

RESOLUTION RATIFYING A DECLARATION OF A STATE OF LOCAL EMERGENCY MADE BY THE DIRECTOR OF EMERGENCY MANAGEMENT FOR THE CITY OF NORFOLK, VIRGINIA, PURSUANT TO VIRGINIA CODE SECTION 44-146.21, DUE TO THE HAZARDS AND DAMAGES OF HURRICANE MATTHEW.

- - -

WHEREAS, the National Weather Service recognized the danger to coastal residents of Virginia from Hurricane Matthew;

WHEREAS, Virginia Code Section 44-146.21 provides authority for a political subdivision such as the City of Norfolk to declare a State of Local Emergency and to waive the procedures and formalities otherwise required of political subdivisions by law pertaining to: (1) performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community; (2) entering into contracts; (3) incurring obligations; (4) employment of permanent and temporary workers; (5) utilization of volunteer workers; (6) rental of equipment; (7) acquisition and distribution, with or without compensation of supplies, materials and facilities; (8) levying of taxes; and (9) appropriation and expenditure of public funds; now, therefore,

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

Section 1:- That the Norfolk City Council recognizes that Hurricane Matthew posed a serious threat to the lives and property of

residents of the City of Norfolk, Virginia, and hereby ratifies the declaration of a State of Local Emergency made by the Director of Emergency Management for the City of Norfolk on October 8, 2016, for all territory within the legal boundaries of the City of Norfolk, Virginia.

Section 2:- That the Norfolk City Council hereby exercises its authority to take any actions necessary and permitted by Virginia Code Section 44-146.21 and waives the procedures and formalities required by law of a political subdivision, as provided in Virginia Code Section 44-146.21.

Section 3:- That the Norfolk City Council hereby declares that a State of Local Emergency remained in effect until October 21, 2016.

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

DECLARATION OF LOCAL EMERGENCY
CITY OF NORFOLK

I, the undersigned, as Director of Emergency Management for the City of Norfolk, find the imminent threat of severe weather and loss or interruption of vital City services posed by Hurricane Matthew to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate any potential damage, loss, hardship or suffering. Therefore, pursuant to Section 44-146.21 of the Code of Virginia, as amended, and pursuant to authorization and consent of the City Council, I hereby declare the existence of a Local Emergency in the City of Norfolk.

In accordance with this Declaration, the Office of Emergency Management and all other appropriate City agencies and employees are hereby vested with, and are authorized to carry out, all powers, duties and functions prescribed by State and local law, rules, regulations and plans as may be necessary to adequately and appropriately respond to said Local Emergency.

Director of Emergency Management for
the City of Norfolk

October 9, 2016 9:00 pm
Date and Time

KEY POINTS RELATING TO VIRGINIA EMERGENCY LAWS

I. Local Director of Emergency Management

A. Who can serve: (Virginia Code §44-146.19 (B)(1))

Either the Mayor or the City Manager can be appointed by Council to serve in this capacity. Presently, the City Manager has been authorized by resolution adopted in 1997 to serve in this capacity (Attachment 1). A resolution authorizing the Mayor to declare a local emergency in the event that City Council cannot convene is attached. (Attachment 2). City Charter Section 17 also provides that the Mayor may take command of the police to maintain order during periods of public danger or emergency.

B. Delegation of duties:

The Director of Emergency Management has authority to appoint a coordinator of emergency management with the consent of Council, to handle operations.

II. Declaration of Local Emergency (Virginia Code §44-146.21).

A. Who can declare:

1. The Director of Emergency Management with consent of City Council; or

2. The Director of Emergency Management without prior consent of Council if Council is unable to meet, but subject to ratification by Council within 45 days; or

3. A member of City Council, if the Director of Emergency Management is unavailable, subject to ratification by Council within 45 days.

B. When to declare: (Virginia Code §44-146.16).

If the threat or actual occurrence of a disaster is or threatens to be of sufficient magnitude to warrant coordinated local government action to prevent or alleviate damage, loss or hardship.

C. Why to declare:

1. Activates mutual aid and interjurisdictional agreements.

2. Allows the Director of Emergency Management to control, restrict, allocate or regulate the use, sale, production and distribution of food, fuel, clothing, commodities, materials, goods, services, and resources within the city.

3. Allows the Director of Emergency Management to enter into contracts and incur obligations necessary to combat the disaster without regard to time-consuming procedures.

4. Allows the Director of Emergency Management to take actions to protect health and safety of persons and property.

5. Allows the Director of Emergency Management to take actions to provide or obtain disaster assistance for victims.

6. Protects the city from liability for death or injury to persons or damage to property as a result of emergency services activities.

D. Examples of Actions That Can Be Taken Once a Local Emergency Has Been Declared:

1. Evacuation Order
2. Water Restriction
3. Curfew
4. Price Gouging Controls
5. Hiring of Temporary Workers
6. Rental of Equipment,
7. Purchase of Supplies and Equipment

Form and Correctness Approved:

By Cynthia B. Hall
Office of the City Attorney

Form CCO-005

Contents Approved:

By
DEPT.

NORFOLK, VIRGINIA

R-13

Resolution 886

A RESOLUTION DESIGNATING THE CITY MANAGER AS THE DIRECTOR OF EMERGENCY SERVICES.

- - -

WHEREAS, the City Council desires to designate a Director of Emergency Services; and

WHEREAS, Virginia Code Section 44-146.19(B)(1) provides that the local governing body may appoint the City Manager as the Director of Emergency Services for the City of Norfolk; now therefore,

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

Section 1:- That the City Council hereby designates the City Manager as the Director of Emergency Services for the City of Norfolk.

Section 2:- That this resolution shall be in effect immediately.

Adopted by Council June 24, 1997
Effective June 24, 1997

TRUE COPY
TESTE:

R. BRECKENRIDGE DAUGHTREY, CITY CLERK

BY: _____
DEPUTY CITY CLERK

ATTACHMENT #1

Form CCO-00!

7/06/07 lm

Form and Correctness Approved:

By _____
Office of the City Attorney

NORFOLK, VIRGINIA

Contents Approved:

By _____
DEPT.

Resolution 1,340

R-22

A RESOLUTION AUTHORIZING A DECLARATION OF LOCAL EMERGENCY.

- - -

WHEREAS, City Charter Section 17.1 provides that the Mayor shall have such powers and duties as are conferred by the City Council; and

WHEREAS, Virginia Code Section 44-169.19 (B)(1) in conjunction with Virginia Code Section 44-146.21 permits the Mayor to be designated to declare local emergencies; now, therefore,

BE IT RESOLVED by the City Council of Norfolk:

Section 1:- That the City Council hereby authorizes the Mayor to declare a local emergency in the event that the City Council cannot convene due to the disaster or other existing circumstances.

Section 2:- That upon such declaration by the Mayor or as otherwise provided below, the Director of Emergency Management shall adopt such declaration and proceed with the management of the emergency.

Section 3:- That at its next regularly scheduled meeting or at a special meeting within fourteen (14) days of the declaration the Council shall confirm the declaration.

Section 4: - That in the event that the Council cannot convene and the Mayor is absent, the Director of Emergency Management, or in his absence, the Deputy Director of Emergency Management may declare the existence of a local emergency, or in the absence of

the Mayor, Director and Deputy Director, any member of the governing body may declare the existence of a local emergency, subject to Virginia Code Section 44-146.21.

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

Adopted by Council July 10, 2007
Effective July 10, 2007

TRUE COPY
TESTE:

_____
R. BRECKENRIDGE DAUGHTREY, CITY CLERK

BY: _____
DEPUTY CITY CLERK