# CITY COUNCIL
# AGENDA

## TUESDAY, NOVEMBER 15, 2016

## Work Session Agenda

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

### Dinner

### Agenda Overview

*Marcus D. Jones, City Manager*

### Council Interests

### Housing Study Discussion

***Introduction:*** *Susan Perry, Special Assistant to the City Manager*
***Presentation:*** *Stan Wall, Partner, HR&A and Phillip Kash, Principal, HR&A*

### Purpose Built Communities

*Susan Perry, Special Assistant to the City Manager*

### Closed Session

- Appointments
- Legal Matter

### Announcement Of Meeting

Documents:

11-15-16 ANNOUNCEMENT OF MEETING.PDF

### Additional Documents

Documents:

11-15-16 CITY-OWNED LOT DEVELOPMENT CERTIFICATE - 1553 W 41ST ST.PDF
11-15-16 MINUTES FROM CITY COUNCIL MEETING OF OCTOBER 25.PDF
11-15-16 PENDING LAND USE ACTIONS.PDF
11-15-16 RESULTS OF OCTOBER 27 CITY PLANNING COMMISSION PUBLIC HEARING.PDF

## Formal Session

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

### Prayer

Prayer to be offered by Reverend Harold J. Cobb, Rector, Grace Episcopal Church, followed by the Pledge of Allegiance.

### Invitation To Bids

IB-1

**INVITATION TO BID** scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a long term Garage Parking Agreement, with a term of approximately twenty (20) years, for twelve (12) parking spaces in the **Boush Street Garage located at 112 W. CityHall Avenue**.

Documents:

PH-01 ACCEPTANCE OF BID FOR LONG TERM PARKING AGREEMENT - 12 SPACES IN BOUSH STREET GARAGE.PDF

IB-2

**INVITATION TO BID** scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a long term Garage Parking Agreement, with a term of approximately twenty (20) years, for forty-two (42) parking spaces in the **Boush Street Garage located at 112 W. City Hall Avenue**.

Documents:

PH-02 ACCEPTANCE OF BID FOR LONG TERM PARKING AGREEMENT - 42 SPACES IN BOUSH STREET GARAGE.PDF

IB-3

**INVITATION TO BID** scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a long term Garage Parking Agreement, with a term of approximately nineteen (19) years, for fifty-six (56) residential parking spaces in the **Boush Street Garage located at 112 W. City Hall Avenue**.

Documents:

PH-03 ACCEPTANCE OF BID FOR LONG TERM PARKING AGREEMENT - 56 SPACES IN BOUSH STREET GARAGE.PDF

### Regular Agenda

R-1

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 **'A.W. Shucks Raw Bar and Grill'** on property located at **2200 Colonial Avenue, Suites 12 and 14**," will be introduced in writing and read by its title.

Documents:

R-01 SPECIAL EXCEPTION - A.W. SHUCKS RAW BAR AND GRILL.PDF

R-2

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to operate an eating and drinking establishment named 'Leone's' on property located at **449 and 455 Granby Street and 105 and 119 West Charlotte Street**," will be introduced in writing and read by its title.

Documents:

R-02 SPECIAL EXCEPTION - LEONES.PDF

R-3

Letter from the City Manager and a Resolution entitled, "A Resolution supporting three transportation projects and requesting funding for such projects in the amount of $3,500,000 through the **FY2018 Virginia Department of Transportation Revenue Sharing Program**," will be introduced in writing and read by its title.

Documents:

R-03 VDOT FY 2018 REVENUE SHARING PROGRAM - 3 PROJECTS.PDF

R-4

Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Bank of America Corporation** to encroach into the right-of-way of **Colonial Avenue** with four existing light poles," will be introduced in writing and read by its title.

Documents:

R-04 ENCROACHMENT AT 1916 COLONIAL AVE - BANK OF AMERICA CORP.PDF

R-5

Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain the *Norfolk City Code, 1979* **SO AS TO** add a new subsection (f) to Section 41.1-23 providing for waivers of stormwater management fees," will be introduced in writing and read by its title.

Documents:

R-05 AMEND SECTION 41.1-23 TO ENSURE STORMWATER UTILITY REQUIREMENTS COMPLY WITH STATE LAW.PDF

R-6

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a $300,000 **Grant Award from the U.S. Department of Justice, Office of Justice Assistance Program, for the Norfolk Community Services Board** to implement a pilot program to expand substance abuse services to Drug Court and to introduce Naltrexone as a new intervention to prevent heroin overdose," will be introduced in writing and read by its title.

Documents:

R-06 ACCEPTANCE OF FY 2016 ADULT DRUG COURT DISCRETIONARY GRANT PROGRAM AWARD - 300,000.PDF

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 $35,748.20 plus interest to **Acosta Military Sales, LLC** based upon the overpayment of its business license tax for tax year 2014," will be introduced in writing and read by its title.

Documents:

R-07 TAX OVERPAYMENT - ACOSTA MILITARY SALES - 35,748.20, PLUS INTEREST.PDF

R-8

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $7,061.19 plus interest to **CMA CGM (America) LLC**, 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-08 TAX OVERPAYMENT - CMA CGM (AMERICA) LLC - 7,061.19, PLUS INTEREST.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 $18,949.08 plus interest to **Marine Contracting Corporation**, based upon the overpayment of its business personal property tax for the tax year 2016," will be introduced in writing and read by its title.

Documents:

R-09 TAX OVERPAYMENT - MARINE CONTRACTING CORPORATION - 18,949.08, PLUS INTEREST.PDF

CITY OF NORFOLK
OFFICE OF THE MAYOR

KENNETH COOPER ALEXANDER
MAYOR

November 10, 2016

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

Ladies and Gentlemen:

Pursuant to Section 12 of the City Charter, I hereby call a special meeting of the Council to meet at 5:00 P.M., November 15, 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

November 10, 2016

The following meetings will take place on Tuesday, November 15, 2016:

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

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

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

# NORFOLK, VIRGINIA

# DOCKET FOR THE COUNCIL

# TUESDAY, NOVEMBER 15, 2016 – 7:00 P.M.

Prayer to be offered by Reverend Harold J. Cobb, Rector, Grace Episcopal Church, followed by the Pledge of Allegiance.

## INVITATION TO BIDS

IB-1 **INVITATION TO BID** scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a long term Garage Parking Agreement, with a term of approximately twenty (20) years, for twelve (12) parking spaces in the **Boush Street Garage located at 112 W. City Hall Avenue**.

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## REGULAR AGENDA

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R-3 Letter from the City Manager and a Resolution entitled, "A Resolution supporting three transportation projects and requesting funding for such projects in the amount of $3,500,000 through the **FY2018 Virginia Department of Transportation Revenue Sharing Program**," will be introduced in writing and read by its title.

R-4 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Bank of America Corporation** to encroach into the right-of-way of **Colonial Avenue** with four existing light poles," will be introduced in writing and read by its title.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain the *Norfolk City Code, 1979* **SO AS TO** add a new subsection (f) to Section 41.1-23 providing for waivers of stormwater management fees," will be introduced in writing and read by its title.

R-6 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a $300,000 **Grant Award from the U.S. Department of Justice, Office of Justice Assistance Program, for the Norfolk Community Services Board** to implement a pilot program to expand substance abuse services to Drug Court and to introduce Naltrexone as a new intervention to prevent heroin overdose," will be introduced in writing and read by its title.

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THE CITY OF NORFOLK
CITY PLANNING

# Inter Departmental Memorandum

| | |
|---|---|
| TO: | City Council |
| THROUGH: | Marcus D. Jones, City Manager |
| FROM: | George Homewood, FAICP, Director of City Planning |
| COPIES TO: | Ronald G. Moore, Sr. Design & Rehabilitation Consultant |
| SUBJECT: | City of Norfolk-Owned Lot Development Certificate –1553 W. 41st Street |
| DATE: | November 15, 2016 |

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

Council requested this information be provided whenever development of a city-owned lot has been sold for development.

**Property Information**

| | | | |
|---|---|---|---|
| **Location:** | 1553 W. 41st Street | **Neighborhood:** | Lambert's Point |
| **Zoning:** | R-8 | **Standard Lot Size:** | 50 Ft. x 100 Ft. |
| **House Type:** | 2 Story Single Family | **Proposed Lot Size:** | 50 Ft. x 100.34Ft. |
| **House Size: (Width x Depth)** | 39 Ft. x 32 Ft. | **Square Footage:** | 2001 Sq. Ft. |

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

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

THE CITY OF NORFOLK
CITY PLANNING

# Department of Planning and Community Development
## Zoning Certification for City of Norfolk-Owned Lots

### Applicant Information

| | | | |
|---|---|---|---|
| **Applicant Name:** | Balance Builders, Inc. | **Date of Application:** | May 31, 2016 |
| **Mailing Address:** | 2525 Oconee Avenue #101 | | |
| **City, State, Zip Code:** | Virginia Beach, VA 23454 | | |
| **Phone Number:** | 757-498-8810 | **E-Mail:** | |

### Property Information

| | | | |
|---|---|---|---|
| **Location:** | 1553 W. 41st Street | **Neighborhood:** | Lambert's Point |
| **Zoning:** | R-8 | **Standard Lot Size:** | 50 Feet x 100 Feet |
| **House Type:** | 2 Story Single Family | **Proposed Lot Size:** | 50 Feet X 100.34 Feet |
| **Proposed House Size:** | 39 Feet x 32 Feet | **Square Footage:** | 2001 SF |

The proposed building plans and elevations for development of the site at 1553 W. 41st Street and located in the Lambert's Point neighborhood in Norfolk, Virginia have been determined to be in keeping with the character of the neighborhood using the standards established by City Council in Section 4-0.15 of the Zoning Ordinance, which include but are not limited to location and placement of windows, doors, roof(s), porch(es), columns, driveways, garage(s), and building height.

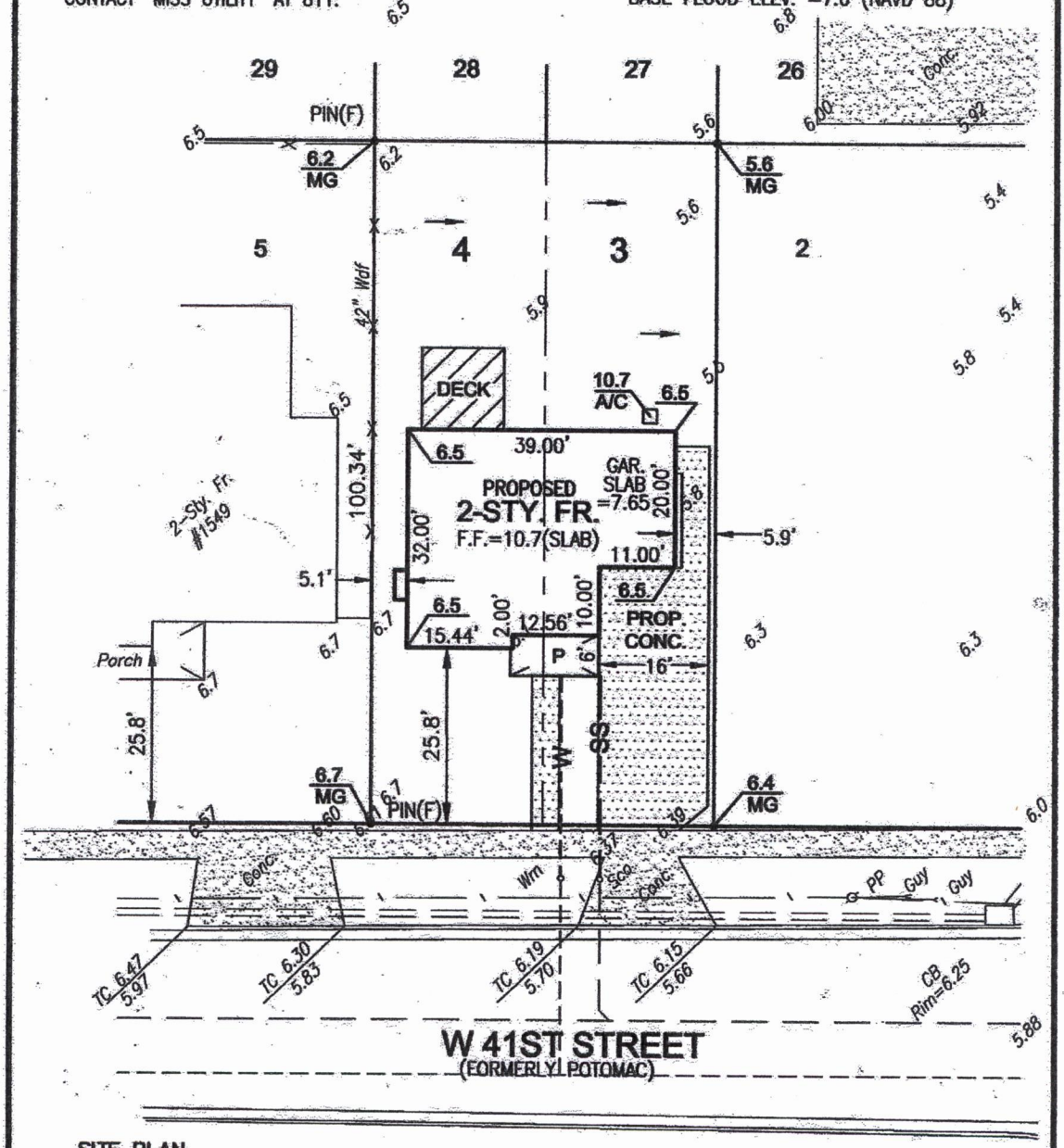
Please submit three sets of final plans and elevations to the Department of Planning and Community Development to be stamped "approved". After plans have been stamped, two sets of the approved plans will need to be presented to the Building Safety Division for consistency with Building Code requirements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

Leonard M. Newcomb III
for George Homewood, FAICP, Director
City Planning

November 4, 2016
Date

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

1. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88(92)CITY OF NORFOLK DATUM.
2. BUILDING DIMENSIONS SHOWN AND STAKED ARE TO EXTERIOR FRAMING DIMENSIONS.
3. UTILITY, TOPOGRAPHIC AND LOT GRADING INFORMATION TAKEN FROM FIELD SURVEY AND CITY APPROVED PLANS.
4. INSTALL STANDARD CITY OF NORFOLK ENTRANCE, CITY INSPECTOR TO CONFIRM ENTRANCE IS ACCEPTABLE.
5. THIS PLAN DOES NOT GUARANTEE THE EXISTANCE AND/OR LOCATION OF UTILITIES. BEFORE DIGGING CONTACT "MISS UTILITY" AT 811.
6. FOR WORK IN THE PUBLIC RIGHT-OF-WAYS CONTACT CONSTRUCTION SUPERINTENDANT AT LEAST 48 HOURS IN ADVANCE AT 441-2952.
7. DEED RESTRICTIONS, EASEMENTS AND COVENANTS THAT MAY AFFECT THE PROPERTY ARE THE RESPONSIBILITY OF THE OWNER.
8. THIS PROPERTY APPEARS TO FALL INSIDE FLOOD ZONE X AS SHOWN ON F.E.M.A. FLOOD MAP COMMUNITY NUMBER 510104, PANEL NUMBER 0090F, DATED 09-02-09
BASE FLOOD ELEV. =7.6 (NAVD 88)




SITE PLAN
OF
LOTS 3 & 4, BLOCK 7
PROPERTY OF
LAMBERTS POINT CO.
Norfolk, Virginia
FOR
BALANCE BUILDERS, INC.

COMMONWEALTH OF VIRGINIA
JOHN E. BRUNELLE
Lic. No. 002334
5.20.16
LAND SURVEYOR

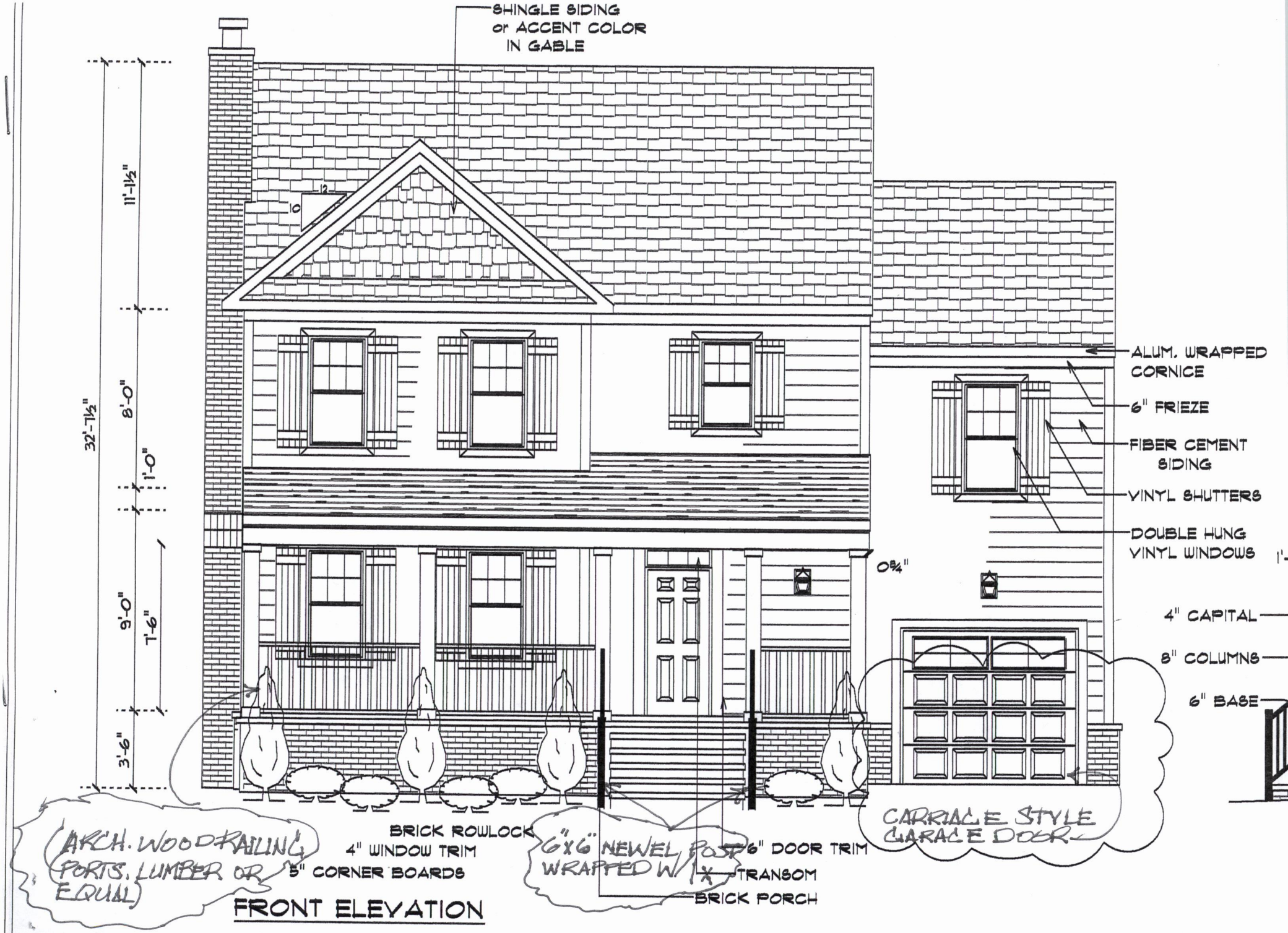
0' 20' 40' 60'

REF. PLAT: M.B. 2, PG. 72


John E. Brunelle, L.S.
LAND SURVEYING
445 BATTLEFIELD BLVD N.-SUITE E
CHESAPEAKE, VA. 23320
(757)421-7755 (FAX)421-7745


| SCALE : 1"=20' | DATE : MAY 20, 2016 | DWG. BY : SMC | PROJ. # 0214616 |
|---|---|---|---|

C:\SURV\WORK\SITEPLAN NORF\0214616.dwg




FRONT ELEVATION

Inter Department Correspondence Sheet

**TO:** Members of Council

**FROM:** City Clerk

**COPIES TO:**

**SUBJECT:** Minutes of City Council Meeting

November 4, 2016

Attached are the minutes from the City Council meeting held on October 25, 2016.

R. Allan Bull

# NORFOLK, VIRGINIA

# BUSINESS MEETING OF COUNCIL

# TUESDAY, OCTOBER 25, 2016

Mayor Alexander called the meeting to order at 4:09 p.m. with the following members present: Mrs. Graves, Ms. Johnson, Ms. McClellan, Mr. Riddick, Mr. Smigiel, Mr. Thomas, and Dr. Whibley.

He thereupon called on the clerk to read the motion of closed session.

## A. CLOSED SESSION

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

(1) Discussion, consideration, or interviews of prospective candidates for employment.

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

No: None.

## B. MATTHEW IMPACT UPDATE:

Wynter Benda, Deputy City Manager, and Jim Redick, Director, Emergency Operations Center, reported as follows:

Mr. Benda reported that Saturday, October 8th, shelters were implemented at Norview High School and two recreation centers (59 citizens accepted shelter at Norview). All residents in Spartan Village were contacted and two citizens accepted shelter. With regard to the flooded underpasses, the volume of flooding caused both pumps to malfunction.

Mr. Redick added that they started preparing for this event at the Southside Task Force. After Hermine and Julia, they knew that Matthew would cause downed trees and power lines; over 400 trees were downed or damaged. We will meet the threshold for public assistance and have reached out to civic leagues and houses of worship. We will also continue to assist other cities as needed.

The Governor requested Individual Assistance Programs and Small Business Administration disaster loans for the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, Virginia Beach, as well as Isle of Wight and York Counties. Over 400 structures were impacted; 17 with flood insurance; 6 were destroyed; 19 with major damage; 28 with minor damage; 38 affected. Our cleanup efforts continue.

Councilman Smigiel expressed concern about debris getting into the street and blocking drains. Mr. Broad stated that Waste Management continues to pick up the smaller debris and Crowder Gulf continues to assist with the larger trees. Ms. McClellan added that the Storm Mobile was a great effort in concept. She suggested getting user feedback so we can then make it more user-friendly to all citizens.

## C. AMERICAN CIGAR FACTORY UPDATE

James Rogers, Director of Neighborhood Development, reported as follows:

The project began in 2014; a 155-unit apartment complex is planned. On October 8th during the recent storm, one of the walls fell on the railroad tracks. On October 10th, Speight, Marshall & Francis, structural engineers, determined the building to be unsafe. The city told Mr. McCullough the building must be demolished. Mr. McCullough petitioned the court and was granted an injunction to stop demolition and give Mr. McCullough a chance to make repairs and partly because $4 million in tax credits are involved. They return to court on October 27th. Councilman Smigiel suggested asking our state legislators to address this issue noting similar projects that have used this type of delay tactic.

## D. 1155 PINERIDGE ROAD

Sabrina Joy-Hogg, Chief Deputy City Manager, reported as follows:

The building meets all the facility's needs that include: 37,000 square feet; office space for 46 employees; training room; tech services and cataloging area; conditioned warehouse space for at least 210,000 library materials; dock(s) and bay door(s) for deliveries and shipping; and a load bearing floor. The current lease will expire this month. The renegotiated lease term is from November 1, 2016 to October 31, 2023. The annual base rent begins at $292,874 and increases two percent annually. This results in a total cost avoidance of almost $150,000 when compared to the current lease. The landlord's responsibilities remain the same. The city has the right of first refusal to purchase the building. The purchase price exceeds the appraised value and is not recommended at this time. Other sites were considered other spaces but those had no climate control and would need renovations.

## E. ENTERPRISE ZONE BOUNDARIES (PH-3)

Chuck Rigney, Director of Development, reported as follows:

The program began in 1984. Norfolk applied for Enterprise Zone designation in 2010 and it will expire in 2020. At the end of that term we will have the opportunity to re-designate for two, consecutive, five-year terms. Each year localities are allowed to amend borders and boundary lines. Mr. Rigney presented maps showing the existing areas; the areas that will be removed; and the areas to be added. The areas to be added include Chelsea, Church Street, Hampton Boulevard and Central Business Park. Mailers, public advertisements, ordinance preparation and scheduling of a public hearing will be done in a timely fashion, as to meet all critical dates. Councilwoman Graves asked if the city could set aside funds to help struggling businesses that are not located in the Enterprise Zone or to create some type of a partnership program.

## F. SCHOOL FUNDING FORMULA

Sabrina Joy-Hogg, Chief Deputy City Manager, reported as follows:

Norfolk Public Schools' operating budget includes funding from federal, state and local sources. Most of their funding comes from the state. Local school divisions do not have taxing authority. The Code of Virginia allows appropriation of funds for public education two ways: One is by the lump sum method and the other is by classification. The lump sum method is how we currently provide funding to Norfolk Public Schools.

There are nine classifications to fund school systems with that range from instruction, administration, transportation, debt service, et cetera.

In considering school funding options, the benefits of revenue sharing are: improves ability for city and Norfolk Public Schools to plan for future expenses; presents an opportunity to link locally generated revenues to school funding; and provides increased financial stability in order to refocus discussions outside of fiscal matters. Chesapeake, Hampton and Virginia Beach use a revenue sharing model. Norfolk, Newport News, Portsmouth and Suffolk do funding based upon the school board request.

In our research of revenue sharing models, we have found there are various ways of doing these formulas with a mix of revenues such as real estate property tax, utilities, personal property tax. The most straightforward method is just to take locally generated revenue and do a percentage off of that. A revenue sharing model would allow Norfolk Public Schools to share in the city's growth. It would align local support based on student population.

The recommendation is to consider an average daily membership model and that Norfolk Public Schools be held harmless if the average daily membership projection comes in lower than what they projected. In this model, if the local revenue decreases and the average daily membership decreases, there should be an adjustment that's made which is consistent with other localities as well.

As part of exploring this model:

Councilman Smigiel reiterated his request to look at partnering with Norfolk Public Schools on in-kind projects and services as a cost-saving measure.

Councilwoman Graves asked staff to also explore ways to assist with needs that fall outside of this formula.

## G. CLOSED SESSION

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

(1) Discussion, consideration, or interviews of prospective candidates for employment.

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

No: None.

# NORFOLK, VIRGINIA

# ACTION OF THE COUNCIL

# CITY COUNCIL MEETING

# TUESDAY, OCTOBER 25, 2016 – 7:00 P.M.

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

The opening prayer was offered by Reverend Canon Win Lewis, Christ and Saint Luke's Episcopal 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 MEETINGS

A Resolution entitled, "A Resolution certifying closed meetings 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 25, 2016.

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

No: None.

## CEREMONIAL MATTERS

1. Mayor Alexander introduced Shirley Confino-Rehder, Chair of the Norfolk Commission for Persons with Disabilities, presented their 2015-2016 Annual Report.

## 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)**

**ACTION:** Continued generally.

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, 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.**

F. Sullivan Callahan, 327 Duke Street, the applicant, spoke in favor of this matter and Keith Colonna, 1042 North Lexan Court, adjacent property owner was present but did not speak.

Thereupon, an Ordinance entitled, "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**," was introduced and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective November 25, 2016.

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

No: None.

PH-3 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to amend **Section 45.5-4** of the **Norfolk City Code, SO AS TO** establish new boundaries for the **Enterprise Zone.**

Eric Tennant, 3621 Deerfield Drive, was present to support this matter.

Thereupon, an Ordinance entitled, "An Ordinance amending **Section 45.5-4 of the Norfolk City Code, SO AS TO** establish new boundaries for the **Enterprise Zone**," was introduced and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 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 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.

**(Passed by at the October 11, 2016 meeting)**

Ellis James, 2021 Kenlake Place, stated that it is important for tax payers to pay attention to what's happening in the City. He also thanked Team Norfolk for an excellent job in re-negotiating the Pineridge LLC Agreement.

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 2016.

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

No: None.

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

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 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 permitting **Richard G. Levin** to encroach into the right-of-way of **W. 21st Street** with a projecting sign from the building facade," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 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 **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**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 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 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," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 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 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," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 2016.

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

No: None.

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

Steve Morales, Norfolk Redevelopment and Housing Authority, was present to answer questions.

**ACTION:** The Resolution as introduced was **adopted**, effective October 25, 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 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," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 2016.

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

No: None.

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

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 2016.

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

No: None.

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

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 2016.

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

No: None.

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

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 2016.

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

No: None.

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

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 2016.

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

No: None.

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

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 2016.

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

No: None.

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 $3,256.80 plus interest to **Pitney Bowes Global Financial Services 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 25, 2016.

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

No: None.

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

**ACTION:** The Resolution as introduced was **adopted**, effective October 25, 2016.

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

No: None.

R-16 An Ordinance entitled, "An Ordinance appointing **Douglas Smith** as the **Interim City Manager**" was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective October 25, 2016.

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

No: None.

## NEW BUSINESS

1. Danny Lee Ginn, 3844 Dare Circle, apologized to Councilwoman Johnson for making the wrong assumption about her that proved him wrong. During the debate against an opponent he realized that she was not a yes person and that she makes decisions fairly and encourages citizens to participate in City government.
2. Mary Simpson-Jones, 7505 Paulin Court, expressed concerns about Councilwoman Johnson. She tried to confirm Ms. Johnson as a guest speaker at a civic league meeting, but was not successful. She also said that the there were questions that the community has that have not been addressed.
3. Tanterrian Taylor, 5920 Poplar Hall Drive, expressed concerns about a T-Mobile Tower outside her apartment complex. She stated that it interferes with her TV and internet connections. She mention that she never received any communications that the tower was going to be located there and said that the tower needs to be moved near the interstate.

THE CITY OF NORFOLK
CITY PLANNING

# MEMORANDUM

| | |
|---|---|
| TO: | City Council |
| FROM: | George M. Homewood, FAICP, CFM, Planning Director |
| COPIES TO: | City Manager, City Attorney, City Clerk |
| SUBJECT: | Pending Land Use Actions |
| DATE: | November 10, 2016 |

Attached for your review is the Pending Land Use Report, identifying applications received and site plans approved from October 19, 2016 through November 8, 2016. The report reflects items that are tentatively scheduled to be heard at the December 5, 2016 Architectural Review Board meeting and 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.

## Architectural Review Board – December 5, 2016

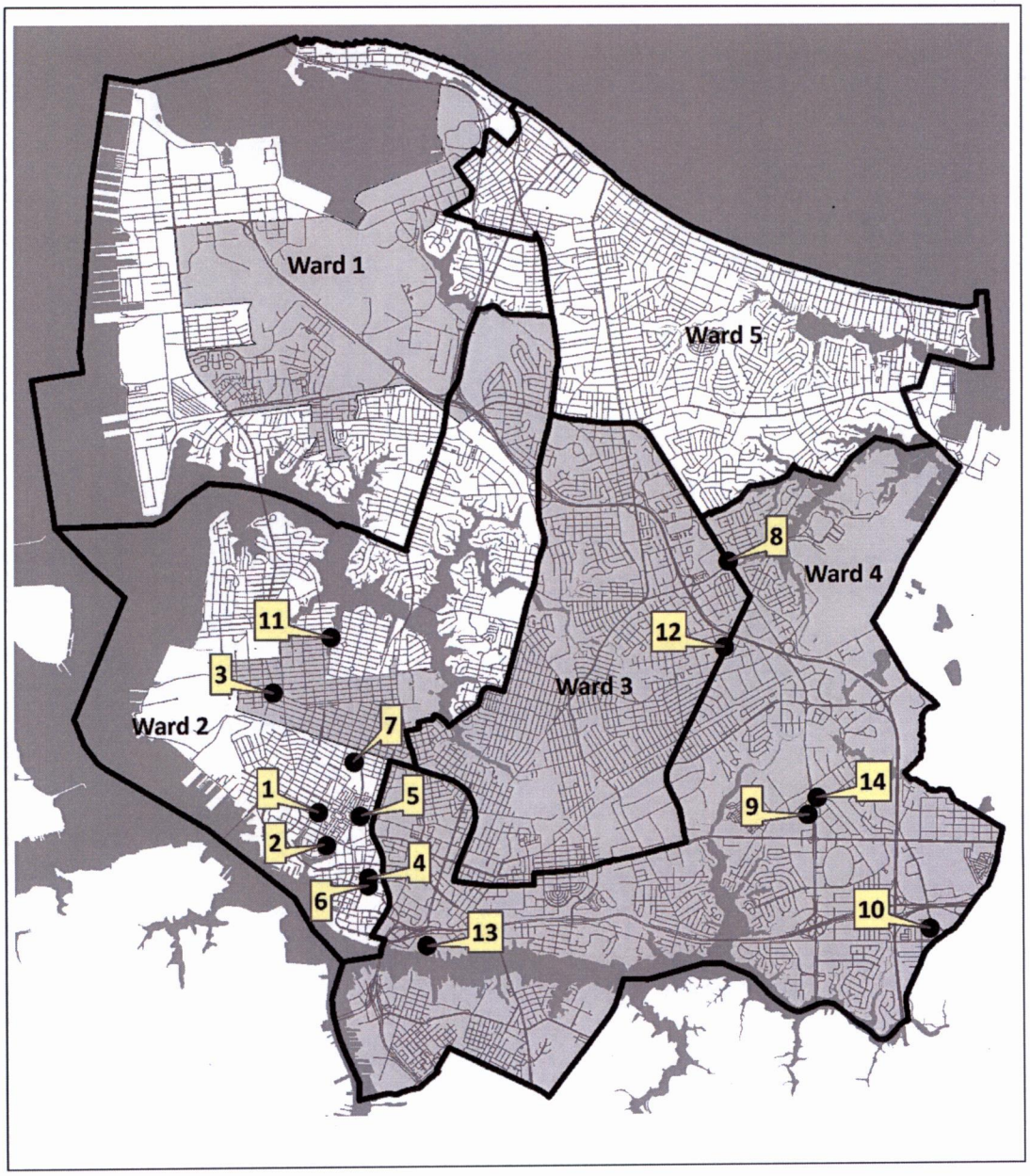
| Number | Applicant | Location | Action | Ward | SW | Neighborhood |
|---|---|---|---|---|---|---|
| 1 | James C. Brooks, Jr. | 812 Stockley Gardens | Install an awning (after-the-fact) | 2 | 6 | Ghent |
| 2 | Guy R. Friddell, III | 339 Fairfax Avenue | Demolish a contributing building | 2 | 6 | Ghent |
| 3 | Paige Pollard | 2729 Bowdens Ferry | Landmark designation | 2 | 7 | Lamberts Point |
| 4 | Glenn Wilson | 440 Monticello Avenue | Business sign | 2 | 6 | Downtown |

## City Planning Commission – December 8, 2016

| Number | Applicant | Location | Request | Ward | SW | Neighborhood |
|---|---|---|---|---|---|---|
| 5 | 117 Investment, LLC | 117 East Princess Anne Road | Granby Development Certificate for commercial and three residential units | 2 | 6 | Ghent |
| 6 | Applebee's | 420 Monticello Avenue | Special exception to operate an eating and drinking establishment | 2 | 6 | Downtown |
| 7 | Taste Unlimited | 409 West 21st Street | Special exceptions:<br>a. Sale of alcoholic beverages for off-premises consumption<br>b. Entertainment Establishment | 2 | 6 | Ghent |
| 8 | Wendy's | 6110 N. Military Highway | Special Exception for a Commercial Drive - Through | 4 | 7 | Azalea Acres |
| 9 | Adam's Outdoor Advertising | 1093 N. Military Highway | Special exception to permit a digital billboard at 1093 N. Military Highway. | 4 | 7 | N/A |
| 10 | Deborah Forehand | Portion of Cleveland Street from the western line of Abilene Avenue westwardly 150 feet, more or less | Street Closure | 4 | 7 | Easton Forest |

## Approved Site Plans

| Number | Site Plan # | Project | Ward | SW | Neighborhood |
|---|---|---|---|---|---|
| 11 | 13-0050 | Knitting Mill Creek Shoreline Protection | 2 | 6 / 7 | Colonial Place & Highland Park |
| 12 | 16-0060 | Kennebeck Ave. & Azalea Garden Rd. Drainage Improvements | 3 | 7 | Greenwood / Elmhurst / Norview Heights |
| 13 | 16-0065 | 150 Park Ave - Harbor Park Phase 2 - Picnic Area | 4 | 7 | Downtown |
| 14 | 16-0081 | Revisions to 16-0010, 1146 N. Military Hwy - JANAF Wawa | 4 | 7 | Janaf |




Pending Land Use Actions
OCTOBER 19 - NOVEMBER 8

0 4,000 8,000 16,000 Feet

**Superwards**
6
7

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This map is for graphic purposes only.

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

THE CITY OF NORFOLK

# MEMORANDUM

TO: City Council

CC TO: Marcus D. Jones, City Manager; City Attorney; City Clerk

FROM: Leonard Newcomb, III, Assistant Director, City Planning LNWIII

SUBJECT: October 27, 2016 City Planning Commission Public Hearing Results

DATE: November 10, 2016

Attached are the results from the October 27, 2016 Norfolk City Planning Commission public hearing. This report will be prepared on a monthly basis, following each Planning Commission public hearing, to ensure you are informed of Planning Commission actions. No action is required on this report.

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

THE CITY OF NORFOLK
CITY PLANNING

**NORFOLK CITY PLANNING COMMISSION PUBLIC HEARING AGENDA**
**OCTOBER 27, 2016**
***RESULTS***

The Norfolk City Planning Commission will hold a public hearing on October 27, 2016 at 2:30 p.m. in the City Council Chamber, 11th Floor, City Hall Building, Civic Center, Norfolk, Virginia to consider the following applications:

**I. Public Hearing Items:**

**CONTINUED AGENDA**

**APPROVAL RECOMMENDED, 7-0**

1. **EAST BEACH COMPANY, LLC,** for the following applications at 9510 and the northern portion of 9500 30th Bay Street:
   a. Amendment to the Future Land Use Designation in the general plan, *plaNorfolk2030*, from Commercial to Residential Mixed.
   b. Change of zoning from conditional C-2 (Corridor Commercial) district to PD-MUEB (East Beach Planned Development Mixed Use) district.

   The purpose of this request is to allow for the expansion of the East Beach Planned Development, consistent with the development standards of the PD-MUEB district.

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

**APPROVAL RECOMMENDED, 7-0**

2. **ROYAL FARMS,** for the following applications at 5516 Raby Road:
   a. Amendment to the Future Land Use Designation in the general plan, *plaNorfolk2030*, from Institutional to Commercial.
   b. Change of zoning from IN-1 (Institutional) district to C-2 (Corridor Commercial) district.
   c. Special exception to operate a convenience store, 24-hours (with fuel sales).
   d. Special exception to operate a car wash.
   e. Special exception for the sale of alcoholic beverages for off-premises consumption.

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

**CONTINUED TO THE DECEMBER 8th, 2016 PUBLIC HEARING**

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

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

**APPROVAL RECOMMENDED, 7-0**

4. **COOK OUT RESTAURANT,** for the following applications:
   a. Change of zoning from R-8 (Single-Family) district to C-2 (Corridor Commercial) district at 7918 Orchid Avenue.
   b. Special exception to operate a commercial drive-through at 720 E. Little Creek Road and 7918 Orchid Avenue.

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

**APPROVAL RECOMMENDED, 7-0**

5. **DRAI'S VA,** for a special exception to operate an entertainment establishment with alcoholic beverages at 200 E. Plume Street.

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

## REGULAR AGENDA

**APPROVAL RECOMMENDED, 7-0**

1. **CITY PLANNING COMMISSION,** to modify the Table of Contents within the City's general plan, *plaNorfolk2030*, to add *Vision2100* and to incorporate the plan by reference within Appendix B of *plaNorfolk2030*.

*Staff contact: Jeremy Sharp at (757) 823-1087, jeremy.sharp@norfolk.gov*

**APPROVAL RECOMMENDED, 7-0**

2. **CITY PLANNING COMMISSION,** for a text amendment to Table 4-A, "Table of Land Uses" for Residential Districts, in order to allow Bed and Breakfast as a land use permitted by Special Exception within the R-15 (High Density Multi-Family Housing) zoning district.

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

**APPROVAL RECOMMENDED, 7-0**

3. **CITY PLANNING COMMISSION,** for a text amendment to section 25-10.9, "Tattoo parlor and tattoo school" of the *Zoning Ordinance* in order to remove the minimum distance requirement for tattoo parlors and schools from the boundary of any residential district.

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

**APPROVAL RECOMMENDED, 7-0**

4. **CITY PLANNING COMMISSION,** for a text amendment to Table 8-A, "Downtown Districts Table of Land Uses," within the City's *Zoning Ordinance* to allow Vendors on private property in the D-2 (Downtown Regional Center) and D-4 (Downtown Arts and Design) Districts.

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

**APPROVAL RECOMMENDED, 7-0**

5. **OLD DOMINION UNIVERSITY REAL ESTATE FOUNDATION,** for the following applications:
   a. For a change of zoning from C-2 (Corridor Commercial) to conditional C-2 district on portions of properties now or formally numbered 4200-4220 Hampton Boulevard, ES Hampton Boulevard, SS 43rd Street, and NS W. 42nd Street (closed).
   b. For a change of zoning from UV (University Village District) to conditional C-2 (Corridor Commercial) district on portions of properties now or formally numbered SS 43rd Street, and NS W. 42nd Street (closed).
   c. For a special exception to permit alternative signage on portions of properties now or formally numbered 4200-4220 Hampton Boulevard, ES Hampton Boulevard, SS 43rd Street, and NS W. 42nd Street (closed).

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

**APPROVAL RECOMMENDED, 7-0**

6. **THE MONUMENT COMPANIES,** for the following applications at 204-222 W. 22nd Street and 201 W. 23rd Street:
   a. To designate the existing structures as a Norfolk Historic Landmark.
   b. Special exception for a multi-family development with more than six dwelling units.

   The purpose of this request is to allow for the conversion of the building to accommodate 51 dwelling units.

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

**APPROVAL RECOMMENDED, 7-0**

7. **MELIA INGRAM**, for a closure of all that certain lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being a portion of Wise Street and an unnamed 15' lane, all lying east of N. Military Highway.

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

**APPROVAL RECOMMENDED, 7-0**

8. **PRIORITY FORD,** for a special exception to operate an automobile sales and service facility at 3340-3420 N. Military Highway.

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

**TO BE CONTINUED TO THE NOVEMBER 10th, 2016 PUBLIC HEARING**

9. **LOAN MAX,** for a special exception to operate a payday loan/auto title loan establishment at 3607 N. Military Highway.

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

**DENIAL RECOMMENDED, 7-0**

10. **BAYVIEW CONTRACTING SERVICES, LLC,** for a special exception to create a flag lot at 1101-1113 East Leicester Avenue.

    The purpose of this request is to subdivide a 0.85 acre parcel of land that is zoned R-8 (Single-Family Residential) into four lots, one of which is a flag lot.

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

**APPROVAL RECOMMENDED, 7-0**

11. **A.W. SHUCKS RAW BAR AND GRILL,** for a special exception to expand an eating and drinking establishment at 2200 Colonial Avenue, Suites 12 and 14.

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

**APPROVAL RECOMMENDED, 7-0**

12. **LEONE'S,** for a special exception to expand an eating and drinking establishment at 449-455 Granby Street and 105-119 W. Charlotte Street.

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

**APPROVAL RECOMMENDED, 7-0**

13. **MI TIERRA MAYA MEXICAN GRILL,** for a special exception to operate an eating and drinking establishment at 7920 Chesapeake Boulevard, Suite A.

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

**CONTINUED TO THE NOVEMBER 10th, 2016 PUBLIC HEARING**

14. **ORIGAMI ASIAN BISTRO,** for a special exception to operate an entertainment establishment with alcoholic beverages at 5957 E. Virginia Beach Boulevard, Suite 18.

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

**APPROVAL RECOMMENDED, 7-0**

15. **C. CHRISTOPHER NICHOLAS,** for a closure of an irregular-shaped portion of the public right-of-way, located 30.00 feet south, more or less, of the 20' Lane located west of Gunn Court; and north of 7000 Gunn Court.

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

**II. New Business:**

**APPROVED, 7-0**

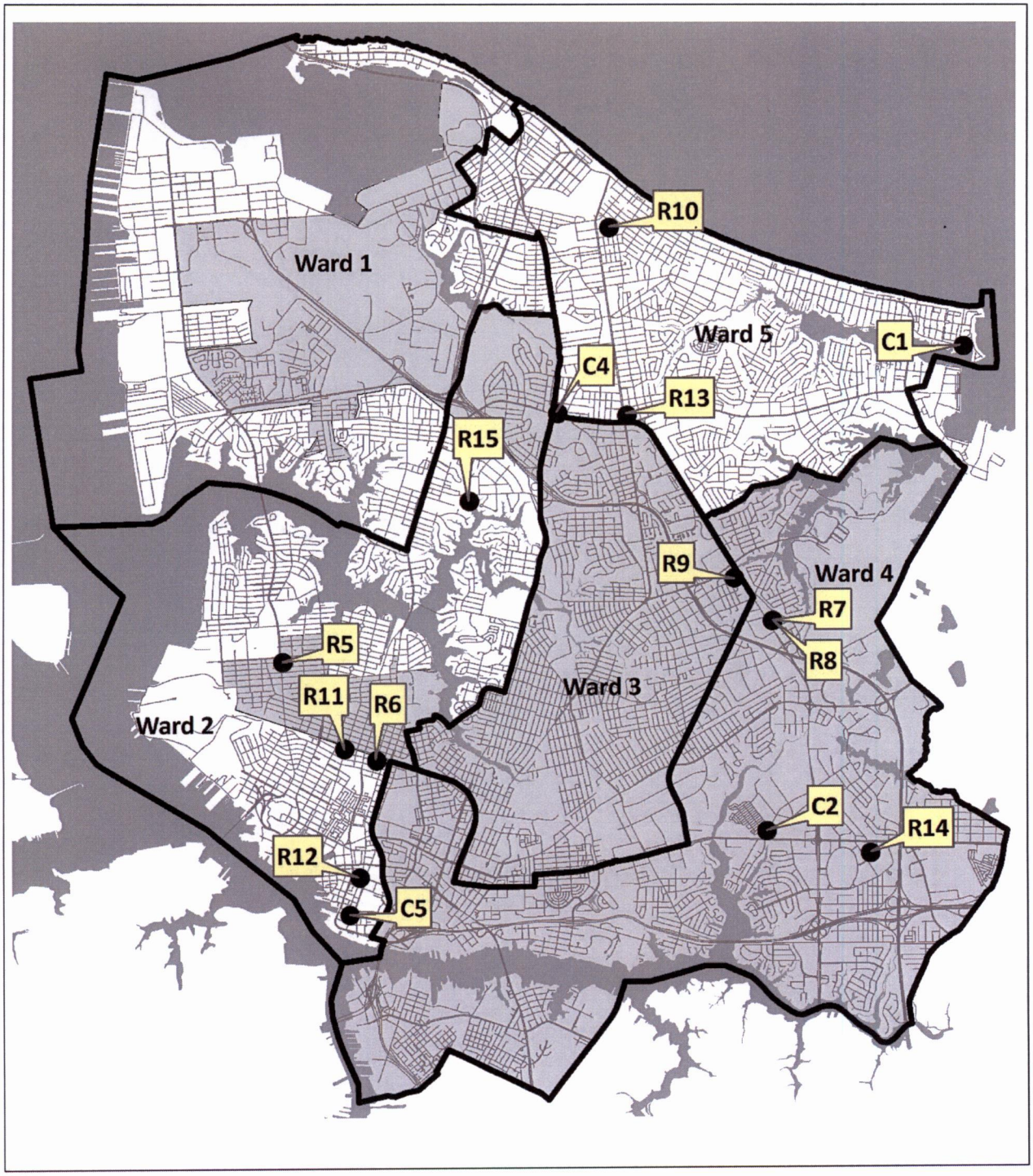
1. Initiate General Plan Amendment –
    a. To modify the City's general plan, plaNorfolk2030, to adopt Military Circle/Military Highway Urban Development Area: A Vision for the Future.

**APPROVED, 7-0**

2. Adoption of 2017 City Planning Commission Schedule

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

George M. Homewood, FAICP, CFM
Executive Secretary




Planning Commission Items
OCTOBER

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Feet

**Superwards**

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This map is for graphic purposes only.

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

C: Dir., General Services

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

November 15, 2016

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

**Subject**: Acceptance of Bid for a Long-Term Parking Agreement for 12 parking spaces in the City of Norfolk in the Boush Street Garage located at 112 W. City Hall Avenue

Reviewed: _____
Sabrina Joy-Hogg, Chief Deputy City Manager

**Ward/Superward**: 2/6

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **PH-1**

I. **Recommendation:** Accept Highest Bid from a Responsible Bidder and Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept a bid for a Long-Term Parking Agreement for 12 parking spaces in Boush Street Garage located at 112 W. City Hall Avenue. This parking garage has sufficient available capacity to accommodate the 12 parking spaces required by this agreement.

IV. **Analysis**
As stated above, sufficient capacity is available in the parking garage noted above to accommodate the potential demand of 12 total spaces. The term of the parking agreement would be 20 years. Because the term is in excess of 5 years, the proposed lease must be bid in accordance with the requirements of §§ 15.2-2100, 15.2-2101 and 15.2-2102 of the *Code of Virginia*.

V. **Financial Impact**
Revenues from this agreement will support debt service and operations of the parking system.

VI. **Environmental**
N/A

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

**VII. Community Outreach/Notification**

In accordance with the *Norfolk City Charter* and Virginia State law, legal notice was posted in *The Virginian-Pilot*. In addition, public notification for the 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 General Services, the Department of Development and the City Attorney's Office.

Supporting Material from the Department of General Services:

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

## October 25, 2016

## Invitation to Bid and Notice of Public Hearing

**INVITATION TO BID AND NOTICE OF PUBLIC HEARING FOR A LONG TERM GARAGE PARKING AGREEMENT, WITH A TERM OF TWENTY YEARS, FOR 12 PARKING SPACES IN THE BOUSH STREET GARAGE LOCATED AT 112 W. CITY HALL AVENUE, SUBJECT TO CERTAIN TERMS AND CONDITIONS**

Pursuant to Section 15.2-2101 of the Code of Virginia, 1950, as amended, the City of Norfolk invites bids for a long term garage parking agreement, with a term of twenty (20) years, for twelve (12) parking spaces in the Boush Street Garage located at 112 W. City Hall Avenue in accordance with the ordinance entitled "An Ordinance Accepting The Bid Submitted By _____ For A Long Term Garage Parking Agreement, With A Term Of Twenty Years, For The Lease Of 12 Parking Spaces In The Boush Street Garage Located At 112 W. City Hall Avenue In The City Of Norfolk," a copy of the full text of the ordinance, including all terms and conditions, being on file in the Office of the Clerk of the City of Norfolk, 10th Floor, City Hall Building.

All bids shall be subject to the terms and conditions set forth in Exhibit A to the Ordinance.

A bond will be required of the successful bidder.

Minimum acceptable bid: $50.50 per space.

All bids must be in writing and will be received and opened at the regular meeting of Norfolk City Council on **TUESDAY, November 15, 2016.**

Pursuant to Section 15.2-1800 of the Code of Virginia, 1950, as amended, the Norfolk City Council will hold a public hearing on **Tuesday, November 15, 2016 at 7:00 p.m.** in the Council Chambers, 11th Floor, City Hall Building, Norfolk, Virginia, at the regular meeting of the City Council, on the adoption of the above described ordinance.

The cost of this advertisement shall be reimbursed to the City of Norfolk by the person whose bid is accepted.

The City of Norfolk specifically reserves the right to reject any and all bids.

R. Breckenridge Daughtrey
City Clerk

Virginian Pilot – Tuesday, November 1, 2016
Virginian Pilot – Tuesday, November 8, 2016

9/27/2016MR

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE ACCEPTING THE BID SUBMITTED BY _____ FOR A LONG TERM GARAGE PARKING AGREEMENT, WITH A TERM OF TWENTY YEARS, FOR THE LEASE OF 12 PARKING SPACES IN THE BOUSH STREET GARAGE LOCATED AT 112 W. CITY HALL AVENUE IN THE CITY OF NORFOLK.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2100, et seq., of the Code of Virginia, 1950, as amended, the City of Norfolk has invited bids for a lease of twelve (12) parking spaces in the Boush Street Garage located at 112 W. City Hall Avenue for a term of twenty (20) years, subject to certain terms and conditions; and

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

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

Section 1:- That _____, being the highest responsible bidder, its bid for a parking agreement, with a term of twenty (20) years, in accordance with the terms and conditions set forth in Exhibit A attached hereto, for twelve (12) parking spaces in the Boush Street Garage located at 112 W. City Hall Avenue in the City of Norfolk, is hereby accepted.

Section 2:- That pursuant to Section 15.2-2104 of

the Code of Virginia, 1950, as amended, the Council has determined that a bond in the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) shall be executed in favor of the City of Norfolk.

Section 3:- That the City Manager is authorized to correct, amend, or revise the attached Garage Parking Agreement as he may deem necessary in order to carry out the intent of the Council and to execute the Garage Parking Agreement, as corrected, amended, or revised in accordance herewith, for and on behalf of the City, subject however to approval as to form and correctness by the Office of the City Attorney.

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

**EXHIBIT A**

TERMS AND CONDITIONS OF PROPOSED LONG TERM GARAGE PARKING AGREEMENT

1. **PROVISION OF PARKING.**

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

(a) The City hereby leases to Tenant and Tenant hereby leases from the City twelve (12) parking spaces in the Garage (the "Maximum Allocated Amount") solely to provide parking for tenants of the Project pursuant to the terms of this Agreement. The parking spaces leased by Tenant pursuant to this Agreement shall be unreserved and will be available twenty-four (24) hours per day seven (7) days per week.

(b) Unless sooner terminated in accordance with the terms of this Agreement, the City's obligation to provide parking under this Agreement shall commence on _____ and shall terminate on _____, which is twenty (20) years after the commencement date (the "Term"). Tenant shall provide written notice to the City of the issuance of the Certificate of Occupancy.

(c) Except as otherwise set forth herein, Tenant shall pay rent for the parking spaces leased hereunder (the "Parking Fee") at a rate of _____ Dollars ($_____ ) per month (the "Monthly Parking Rate") for each of the parking spaces included in the Maximum Allocated Amount. The parties hereto acknowledge and agree that the Monthly Parking Rate may be increased from time to time by written notice from the City to Tenant in amounts proportionate to rate increases enacted by the City Council of the City of Norfolk; however, the City agrees that such rates shall not exceed the standard rates charged to other residents of the City utilizing this Garage. The Parking Fee shall be paid by Tenant in advance on the first day of each calendar month during the Term, as hereinafter defined, to the City of Norfolk, Division of Parking, 232 East Main Street, Norfolk, Virginia 23510 or to such other address as directed by the City. Rent for any partial calendar month shall be prorated and paid in advance.

(d) Tenant shall not permit any parking spaces that are leased for the Project's tenant parking to be used for any other purpose without the express consent of the City. In the event such consent is given, Tenant shall obtain the necessary parking permit and shall pay the standard, applicable market parking rate for any such parking space. Guests of the Project's tenants shall obtain guest parking permits through the City's Parking Division at the standard, applicable parking rate set by the City Council.

(e) Tenant specifically understands that maximum utilization of all parking spaces is extremely important to City, and Tenant covenants to do all things reasonably necessary to permit City to obtain such maximum utilization.

(f) Tenant may terminate this Agreement at any time by giving City not less than thirty (30) days prior written notice.

(g) Tenant may, at any time, lower the number of parking spaces leased pursuant to this Agreement with thirty (30) days' notice to City and Lender and, thereafter, the Maximum Allocated Amount shall be decreased to the number of parking spaces then being leased, the Parking Fee shall be reduced to reflect to the reduced Maximum Allocated Amount, and the Maximum Allocated Amount pursuant to this Agreement shall not then be increased without the prior written consent of the City Manager and the City's Director of Parking. City shall have no obligation to make available to Tenant or the Project tenants any parking in excess of the then current Maximum Allocated Amount.

(h) Tenant may not charge the Project tenants for use of the Parking Spaces any amount in excess of the Monthly Parking Rate or any other parking related fees in excess of those established by the City.

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

2. **OPERATION AND USE**.

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

(b) Except as otherwise set forth herein, the City shall allow unimpeded and open access to the Project tenants to and from the Garage at all times, i.e., twenty-four (24) hours per day, seven (7) days per week, including holidays.

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

(d) Use of the Garage by residents of the Tenant Project shall be subject to such reasonable rules and regulations as the City may adopt from time to time. The City shall reasonably and equitably enforce such rules and regulations.

3. **MAINTENANCE AND REPAIR**.

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

(b) In the event of any damage or destruction of all or any portion of the Garage, the City, at its option, shall undertake to repair or rebuild the Garage to provide as promptly as reasonably possible after the date of such damage or destruction, the then current Maximum Allocated Amount of parking. During the period of any such repair or rebuilding, the City shall provide replacement parking as provided by paragraph 2(c). If the City, in its sole and absolute discretion, chooses not to repair or rebuild the Garage, the City shall provide replacement parking in accordance with Section 2(c).

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

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

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

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

4. **TAX LIABILITY**.

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

5. **TITLE TO PROPERTY**.

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

6. **INTEREST; ATTORNEYS' FEES**.

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

7. **INSURANCE; LIABILITY**.

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

8. **ASSIGNMENT AND LEASING**.

(a) Tenant may not assign this Agreement, in whole or in part, or lease all or any part of the Maximum Allocated Amount of parking provided in the Garage, except to (i) a purchaser of the Project in the event of a sale thereof, (ii) an Affiliate of Tenant, (iii) any lender as collateral for financing of the Project or (iv) any purchaser of the Project at a foreclosure sale, transferee pursuant to a deed in lieu of foreclosure, or any receiver appointed for the Property; provided, however, it shall be a condition of any such assignment that the Project shall continue to be used for residential purposes. In the event the Project ceases to be used for residential purposes, the City may terminate this Agreement at any time. For purposes hereof, "Affiliate" shall mean as to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control with such person. For purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") of a person means the possession, directly or indirectly, of the power to vote more than 50% of the voting stock or membership interests of such person or to direct or cause the direction of the management and policies of such person, whether through the ownership of voting stock or membership interests, or by contract or otherwise. The City agrees to enter into any agreement reasonably requested by any lender or prospective lender to confirm that the assignment of this Agreement to the lender is permitted and to agree to give such lender notice of Tenant's default and a reasonable opportunity to cure such default.

9. **NOTICES**.

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

**To the City:**

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

with copies to:

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

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

**To Tenant:**

_____
_____
_____
_____

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

10. **TERMINATION**.

In the event Tenant violates any provision of this Agreement or defaults in any of its obligations hereunder, the City may terminate this Agreement if Tenant fails to cure such violation or default within thirty (30) days after Tenant's receipt of written notice of the violation or default. The City agrees to give a simultaneous duplicate notice of default to any of Tenant's lenders for which Tenant has provided the City a notice address in accordance with the notice provisions set forth above, and Tenant agrees to provide a copy of any notice of default received from the City to its lenders within three (3) business days of its receipt of any notice of default

Tenant shall have the right to terminate this Agreement at any time by giving the City ninety (90) days written notice prior to the effective date of the termination.

11. **ENTIRE AGREEMENT**.

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

12. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW**.

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

13. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**.

Tenant hereby represents that it is organized as a limited liability company 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.

14. **MISCELLANEOUS**.

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

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

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

(d) A memorandum of this Agreement may be recorded in the land records of the City of Norfolk, Virginia, and the City agrees to execute and deliver to Tenant any such memorandum that accurately reflects the terms of this Agreement.

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

C: Dir., General Services

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

November 15, 2016

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

**Subject**: Acceptance of Bid for a Long-Term Parking Agreement for 42 parking spaces in the City of Norfolk in the Boush Street Garage located at 112 W. City Hall Avenue

Reviewed: _____
Sabrina Joy-Hogg, Chief Deputy City Manager

**Ward/Superward**: 2/6

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **PH-2**

I. **Recommendation:** Accept Highest Bid from a Responsible Bidder and Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept a bid for a Long-Term Parking Agreement for 42 parking spaces in Boush Street Garage located at 112 W. City Hall Avenue. This parking garage has sufficient available capacity to accommodate the 42 parking spaces required by this agreement.

IV. **Analysis**
As stated above, sufficient capacity is available in the parking garage noted above to accommodate the potential demand of 42 total spaces. The term of the parking agreement would be 20 years. Because the term is in excess of 5 years, the proposed lease must be bid in accordance with the requirements of §§ 15.2-2100, 15.2-2101 and 15.2-2102 of the *Code of Virginia*.

V. **Financial Impact**
Revenues from this agreement will support debt service and operations of the parking system.

VI. **Environmental**
N/A

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

**VII. Community Outreach/Notification**

In accordance with the *Norfolk City Charter* and Virginia State law, legal notice was posted in *The Virginian-Pilot*. In addition, public notification for the 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 General Services, the Department of Development and the City Attorney's Office.

Supporting Material from the Department of General Services:

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

## October 25, 2016

## Invitation to Bid and Notice of Public Hearing

**INVITATION TO BID AND NOTICE OF PUBLIC HEARING FOR A LONG TERM GARAGE PARKING AGREEMENT, WITH A TERM OF TWENTY YEARS, FOR 42 PARKING SPACES IN THE BOUSH STREET GARAGE LOCATED AT 112 W. CITY HALL AVENUE, SUBJECT TO CERTAIN TERMS AND CONDITIONS**

Pursuant to Section 15.2-2101 of the Code of Virginia, 1950, as amended, the City of Norfolk invites bids for a long term garage parking agreement, with a term of twenty (20) years, for forty-two (42) parking spaces in the Boush Street Garage located at 112 W. City Hall Avenue in accordance with the ordinance entitled "An Ordinance Accepting The Bid Submitted By _____ For A Long Term Garage Parking Agreement, With A Term Of Twenty Years, For The Lease Of 42 Parking Spaces In The Boush Street Garage Located At 112 W. City Hall Avenue In The City Of Norfolk," a copy of the full text of the ordinance, including all terms and conditions, being on file in the Office of the Clerk of the City of Norfolk, 10th Floor, City Hall Building.

All bids shall be subject to the terms and conditions set forth in Exhibit A to the Ordinance.

A bond will be required of the successful bidder.

Minimum acceptable bid: $50.50 per space.

All bids must be in writing and will be received and opened at the regular meeting of Norfolk City Council on **TUESDAY, November 15, 2016.**

Pursuant to Section 15.2-1800 of the Code of Virginia, 1950, as amended, the Norfolk City Council will hold a public hearing on **Tuesday, November 15, 2016 at 7:00 p.m.** in the Council Chambers, 11th Floor, City Hall Building, Norfolk, Virginia, at the regular meeting of the City Council, on the adoption of the above described ordinance.

The cost of this advertisement shall be reimbursed to the City of Norfolk by the person whose bid is accepted.

The City of Norfolk specifically reserves the right to reject any and all bids.

R. Breckenridge Daughtrey
City Clerk

Virginian Pilot – Tuesday, November 1, 2016
Virginian Pilot – Tuesday, November 8, 2016

9/27/2016MR

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE ACCEPTING THE BID SUBMITTED BY _____ FOR A LONG TERM GARAGE PARKING AGREEMENT, WITH A TERM OF TWENTY YEARS, FOR THE LEASE OF 42 PARKING SPACES IN THE BOUSH STREET GARAGE LOCATED AT 112 W. CITY HALL AVENUE IN THE CITY OF NORFOLK.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2100, et seq., of the Code of Virginia, 1950, as amended, the City of Norfolk has invited bids for a lease of forty-two (42) parking spaces in the Boush Street Garage located at 112 W. City Hall Avenue for a term of twenty (20) years, subject to certain terms and conditions; and

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

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

Section 1:- That _____, being the highest responsible bidder, its bid for a parking agreement, with a term of twenty (20) years, in accordance with the terms and conditions set forth in Exhibit A attached hereto, for forty-two (42) parking spaces in the Boush Street Garage located at 112 W. City Hall Avenue in the City of Norfolk, is hereby accepted.

Section 2:- That pursuant to Section 15.2-2104 of

the Code of Virginia, 1950, as amended, the Council has determined that a bond in the sum of Ten Thousand and 00/100 Dollars ($10,000.00) shall be executed in favor of the City of Norfolk.

Section 3:- That the City Manager is authorized to correct, amend, or revise the attached Garage Parking Agreement as he may deem necessary in order to carry out the intent of the Council and to execute the Garage Parking Agreement, as corrected, amended, or revised in accordance herewith, for and on behalf of the City, subject however to approval as to form and correctness by the Office of the City Attorney.

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

**EXHIBIT A**

TERMS AND CONDITIONS OF PROPOSED LONG TERM GARAGE PARKING AGREEMENT

1. **PROVISION OF PARKING.**

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

(a) The City hereby leases to Tenant and Tenant hereby leases from the City forty-two (42) parking spaces in the Garage (the "Maximum Allocated Amount") solely to provide parking for tenants of the Project pursuant to the terms of this Agreement. The parking spaces leased by Tenant pursuant to this Agreement shall be unreserved and will be available twenty-four (24) hours per day seven (7) days per week.

(b) Unless sooner terminated in accordance with the terms of this Agreement, the City's obligation to provide parking under this Agreement shall commence on _____ and shall terminate on _____, which is twenty (20) years after the commencement date (the "Term"). Tenant shall provide written notice to the City of the issuance of the Certificate of Occupancy.

(c) Except as otherwise set forth herein, Tenant shall pay rent for the parking spaces leased hereunder (the "Parking Fee") at a rate of _____ Dollars ($_____) per month (the "Monthly Parking Rate") for each of the parking spaces included in the Maximum Allocated Amount. The parties hereto acknowledge and agree that the Monthly Parking Rate may be increased from time to time by written notice from the City to Tenant in amounts proportionate to rate increases enacted by the City Council of the City of Norfolk; however, the City agrees that such rates shall not exceed the standard rates charged to other residents of the City utilizing this Garage. The Parking Fee shall be paid by Tenant in advance on the first day of each calendar month during the Term, as hereinafter defined, to the City of Norfolk, Division of Parking, 232 East Main Street, Norfolk, Virginia 23510 or to such other address as directed by the City. Rent for any partial calendar month shall be prorated and paid in advance.

(d) Tenant shall not permit any parking spaces that are leased for the Project's tenant parking to be used for any other purpose without the express consent of the City. In the event such consent is given, Tenant shall obtain the necessary parking permit and shall pay the standard, applicable market parking rate for any such parking space. Guests of the Project's tenants shall obtain guest parking permits through the City's Parking Division at the standard, applicable parking rate set by the City Council.

(e) Tenant specifically understands that maximum utilization of all parking spaces is extremely important to City, and Tenant covenants to do all things reasonably necessary to permit City to obtain such maximum utilization.

(f) Tenant may terminate this Agreement at any time by giving City not less than thirty (30) days prior written notice.

(g) Tenant may, at any time, lower the number of parking spaces leased pursuant to this Agreement with thirty (30) days' notice to City and Lender and, thereafter, the Maximum Allocated Amount shall be decreased to the number of parking spaces then being leased, the Parking Fee shall be reduced to reflect to the reduced Maximum Allocated Amount, and the Maximum Allocated Amount pursuant to this Agreement shall not then be increased without the prior written consent of the City Manager and the City's Director of Parking. City shall have no obligation to make available to Tenant or the Project tenants any parking in excess of the then current Maximum Allocated Amount.

(h) Tenant may not charge the Project tenants for use of the Parking Spaces any amount in excess of the Monthly Parking Rate or any other parking related fees in excess of those established by the City.

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

2. **OPERATION AND USE**.

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

(b) Except as otherwise set forth herein, the City shall allow unimpeded and open access to the Project tenants to and from the Garage at all times, i.e., twenty-four (24) hours per day, seven (7) days per week, including holidays.

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

(d) Use of the Garage by residents of the Tenant Project shall be subject to such reasonable rules and regulations as the City may adopt from time to time. The City shall reasonably and equitably enforce such rules and regulations.

3. **MAINTENANCE AND REPAIR**.

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

(b) In the event of any damage or destruction of all or any portion of the Garage, the City, at its option, shall undertake to repair or rebuild the Garage to provide as promptly as reasonably possible after the date of such damage or destruction, the then current Maximum Allocated Amount of parking. During the period of any such repair or rebuilding, the City shall provide replacement parking as provided by paragraph 2(c). If the City, in its sole and absolute discretion, chooses not to repair or rebuild the Garage, the City shall provide replacement parking in accordance with Section 2(c).

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

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

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

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

4. **TAX LIABILITY**.

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

**5. TITLE TO PROPERTY**.

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

6. **INTEREST; ATTORNEYS' FEES**.

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

7. **INSURANCE; LIABILITY**.

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

8. **ASSIGNMENT AND LEASING**.

(a) Tenant may not assign this Agreement, in whole or in part, or lease all or any part of the Maximum Allocated Amount of parking provided in the Garage, except to (i) a purchaser of the Project in the event of a sale thereof, (ii) an Affiliate of Tenant, (iii) any lender as collateral for financing of the Project or (iv) any purchaser of the Project at a foreclosure sale, transferee pursuant to a deed in lieu of foreclosure, or any receiver appointed for the Property; provided, however, it shall be a condition of any such assignment that the Project shall continue to be used for residential purposes. In the event the Project ceases to be used for residential purposes, the City may terminate this Agreement at any time. For purposes hereof, "Affiliate" shall mean as to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control with such person. For purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") of a person means the possession, directly or indirectly, of the power to vote more than 50% of the voting stock or membership interests of such person or to direct or cause the direction of the management and policies of such person, whether through the ownership of voting stock or membership interests, or by contract or otherwise. The City agrees to enter into any agreement reasonably requested by any lender or prospective lender to confirm that the assignment of this Agreement to the lender is permitted and to agree to give such lender notice of Tenant's default and a reasonable opportunity to cure such default.

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City of Norfolk
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900 City Hall Bldg.
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**To Tenant:**

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

10. **TERMINATION**.

In the event Tenant violates any provision of this Agreement or defaults in any of its obligations hereunder, the City may terminate this Agreement if Tenant fails to cure such violation or default within thirty (30) days after Tenant's receipt of written notice of the violation or default. The City agrees to give a simultaneous duplicate notice of default to any of Tenant's lenders for which Tenant has provided the City a notice address in accordance with the notice provisions set forth above, and Tenant agrees to provide a copy of any notice of default received from the City to its lenders within three (3) business days of its receipt of any notice of default Tenant shall have the right to terminate this Agreement at any time by giving the City ninety (90) days written notice prior to the effective date of the termination.

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

13. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**.

Tenant hereby represents that it is organized as a limited liability company 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.

14. **MISCELLANEOUS**.

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

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

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

(d) A memorandum of this Agreement may be recorded in the land records of the City of Norfolk, Virginia, and the City agrees to execute and deliver to Tenant any such memorandum that accurately reflects the terms of this Agreement.

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

C: Dir., General Services

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

November 15, 2016

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

**Subject**: Acceptance of Bid for a Long-Term Parking Agreement for 56 parking spaces in the City of Norfolk in the Boush Street Garage located at 112 W. City Hall Avenue

Reviewed: _____
Sabrina Joy-Hogg, Chief Deputy City Manager

**Ward/Superward**: 2/6

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **PH-3**

I. **Recommendation:** Accept Highest Bid from a Responsible Bidder and Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept a bid for a Long-Term Parking Agreement for 56 parking spaces in Boush Street Garage located at 112 W. City Hall Avenue. This parking garage has sufficient available capacity to accommodate the 56 parking spaces required by this agreement.

IV. **Analysis**
As stated above, sufficient capacity is available in the parking garage noted above to accommodate the potential demand of 56 total spaces. The term of the parking agreement would be 19 years. Because the term is in excess of 5 years, the proposed lease must be bid in accordance with the requirements of §§ 15.2-2100, 15.2-2101 and 15.2-2102 of the *Code of Virginia*.

V. **Financial Impact**
Revenues from this agreement will support debt service and operations of the parking system.

VI. **Environmental**
N/A

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

**VII. Community Outreach/Notification**

In accordance with the *Norfolk City Charter* and Virginia State law, legal notice was posted in *The Virginian-Pilot*. In addition, public notification for the 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 General Services, the Department of Development and the City Attorney's Office.

Supporting Material from the Department of General Services:

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

## October 25, 2016

## Invitation to Bid and Notice of Public Hearing

**INVITATION TO BID AND NOTICE OF PUBLIC HEARING FOR A LONG TERM GARAGE PARKING AGREEMENT, WITH A TERM OF APPROXIMATELY NINETEEN YEARS, FOR 56 RESIDENTIAL PARKING SPACES IN THE BOUSH STREET GARAGE, SUBJECT TO CERTAIN TERMS AND CONDITIONS**

Pursuant to Section 15.2-2101 of the Code of Virginia, 1950, as amended, the City of Norfolk invites bids for a long term garage parking agreement, with a term of approximately nineteen years, for fifty-six (56) residential parking spaces in the Boush Street Garage in accordance with the ordinance entitled "An Ordinance Accepting the Bid Submitted by _____ For a Long Term Garage Parking Agreement, with a Term of Approximately Nineteen Years, for 56 Residential Parking Spaces in the Boush Street Garage Located at 112 W. City Hall Avenue," a copy of the full text of the ordinance, including all terms and conditions, being on file in the Office of the Clerk of the City of Norfolk, 10th Floor, City Hall Building.

All bids shall be subject to the terms and conditions set forth in Exhibit A to the Ordinance.

A bond will be required of the successful bidder.

Minimum acceptable bid: $50.50 per space per month.

All bids must be in writing and will be received and opened at the regular meeting of Norfolk City Council on **TUESDAY, November 15, 2016**.

Pursuant to Section 15.2-1800 of the Code of Virginia, 1950, as amended, the Norfolk City Council will hold a public hearing on **Tuesday, November 15, 2016 at 7:00 p.m.** in the Council Chambers, 11th Floor, City Hall Building, Norfolk, Virginia, at the regular meeting of the City Council, on the adoption of the above described ordinance.

The cost of this advertisement shall be reimbursed to the City of Norfolk by the person whose bid is accepted.

The City of Norfolk specifically reserves the right to reject any and all bids.

R. Breckenridge Daughtrey
City Clerk

Virginian Pilot – Tuesday, November 1, 2016
Virginian Pilot – Tuesday, November 8, 2016

10/4/2016MR

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
Dept. of General Services

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE ACCEPTING THE BID SUBMITTED BY _____ FOR A LONG TERM GARAGE PARKING AGREEMENT, WITH A TERM OF APPROXIMATELY NINETEEN YEARS, FOR THE LEASE OF 56 RESIDENTIAL PARKING SPACES IN THE BOUSH STREET GARAGE LOCATED AT 112 W. CITY HALL AVENUE IN THE CITY OF NORFOLK.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2100, et seq., of the Code of Virginia, 1950, as amended, the City of Norfolk has invited bids for a long term garage parking agreement, with a term of approximately nineteen (19) years, for fifty-six (56) residential parking spaces in the Boush Street Garage located at 112 W. City Hall Avenue, subject to the terms and conditions set forth in Exhibit A attached hereto; and

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

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

Section 1:- That _____, being the highest responsible bidder, its bid for a long term garage parking agreement, with a term of approximately nineteen (19) years, for fifty-six (56) residential parking spaces in the Boush Street Garage located at 112 W. City Hall Avenue, in accordance with the terms and

conditions set forth in Exhibit A attached hereto, is hereby accepted.

Section 2:- That pursuant to Section 15.2-2104 of the Code of Virginia, 1950, as amended, the Council has determined that a bond in the sum of Ten Thousand and 00/100 Dollars ($10,000.00) shall be executed in favor of the City of Norfolk by the person or entity to whom this parking agreement is awarded.

Section 3:- That the City Manager is authorized to correct, amend, or revise the Garage Parking Agreement, containing the terms and conditions set forth in Exhibit A, as he may deem necessary in order to carry out the intent of the Council and to execute the Garage Parking Agreement, as corrected, amended, or revised in accordance herewith, for and on behalf of the City, subject however to approval as to form and correctness by the Office of the City Attorney.

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

**EXHIBIT A**

TERMS AND CONDITIONS OF PROPOSED LONG TERM GARAGE PARKING AGREEMENT

1. **PROVISION OF PARKING.**

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

(a) The City hereby leases to Tenant and Tenant hereby leases from the City fifty-six (56) parking spaces in the Garage (the "Maximum Allocated Amount") solely to provide parking for tenants of the Project pursuant to the terms of this Agreement. The parking spaces leased by Tenant pursuant to this Agreement shall be unreserved and will be available twenty-four (24) hours per day seven (7) days per week.

(b) Unless sooner terminated in accordance with the terms of this Agreement, the City's obligation to provide parking under this Agreement shall commence on _____ and shall terminate on _____ (the "Term").

(c) Except as otherwise set forth herein, Tenant shall pay rent for the parking spaces leased hereunder at a rate of _____ Dollars ($____) per month for each of the parking spaces leased pursuant to this Agreement (the "Parking Fee"). The parties acknowledge and agree that the Parking Fee may be increased from time to time by written notice from the City to Tenant in amounts proportionate to rate increases enacted by the City Council of the City of Norfolk; however, the City agrees that such rates shall not exceed the standard rates charged to other residents of the City utilizing this Garage. The Parking Fee shall be paid by Tenant in advance on the first day of each calendar month during the Term, as hereinafter defined, to the City of Norfolk, Division of Parking, 232 East Main Street, Norfolk, Virginia 23510 or to such other address as directed by the City. Rent for any partial calendar month shall be prorated and paid in advance.

(d) Tenant shall not permit any parking spaces leased hereunder to be used for any other purpose other than parking for the Project's tenants without the express consent of the City. In the event such consent is given, Tenant shall obtain the necessary parking permit and shall pay the standard, applicable market parking rate for any such parking space. Guests of the Project's tenants shall obtain guest parking permits through the City's Parking Division at the standard, applicable parking rate set by the City Council.

(e) Tenant specifically understands that maximum utilization of all parking spaces is extremely important to City, and Tenant covenants to do all things reasonably necessary to permit City to obtain such maximum utilization.

(f) Tenant may terminate this Agreement at any time by giving City not less than thirty (30) days prior written notice. Tenant may, at any time, lower the number of Parking Spaces leased pursuant to this Agreement with thirty (30) days' notice to City and Lender and, thereafter, the Maximum Allocated Amount shall be decreased to the number of Parking Spaces

then being leased and the Maximum Allocated Amount pursuant to this Agreement shall not then be increased without the prior written consent of the City Manager and the City's Director of Parking. City shall have no obligation to make available to Tenant or the Project's tenants any parking in excess of the then current Maximum Allocated Amount.

(g) Tenant may not charge the Project tenants for use of the Parking Spaces any amount in excess of the Parking Fee or any other parking related fees in excess of those established by the City.

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

2. **OPERATION AND USE**.

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

(b) Except as otherwise set forth herein, the City shall allow unimpeded and open access to the Project tenants to and from the Garage at all times, i.e., twenty-four (24) hours per day, seven (7) days per week, including holidays.

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

(d) Use of the Garage by residents of the Tenant Project shall be subject to such reasonable rules and regulations as the City may adopt from time to time. The City shall reasonably and equitably enforce such rules and regulations.

3. **MAINTENANCE AND REPAIR**.

(a) The City shall continue to maintain the Garage, or contract for the maintenance thereof, at all times in good order and condition, clean and free of rodents, in accordance with maintenance standards employed at comparable public parking areas in the City of Norfolk, so that the Garage shall comply with all building codes, ordinances, regulations, and

laws of any governmental authority having jurisdiction thereof. The City shall be responsible for maintenance and repair of the Garage and shall pay all charges for water, sewer, gas, electricity and other utilities. The term "maintenance" shall include, but not be limited to, painting, operation, inspection, testing, repair, replacement of mechanical, electrical or similar components and/or cleaning the Garage, including any of its elevators and appurtenant facilities.

(b) In the event of any damage or destruction of all or any portion of the Garage, the City, at its option, shall undertake to repair or rebuild the Garage to provide as promptly as reasonably possible after the date of such damage or destruction, the then current Maximum Allocated Amount of parking. During the period of any such repair or rebuilding, the City shall provide replacement parking as provided by paragraph 2(c). If the City, in its sole and absolute discretion, chooses not to repair or rebuild the Garage, the City shall provide replacement parking in accordance with Section 2(c).

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

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

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

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

4. **TAX LIABILITY**.

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

**5. TITLE TO PROPERTY**.

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

6. **INTEREST; ATTORNEYS' FEES**.

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

7. **INSURANCE; LIABILITY**.

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

8. **ASSIGNMENT AND LEASING**.

(a) Tenant may not assign this Agreement, in whole or in part, or lease all or any part of the Maximum Allocated Amount of parking provided in the Garage, except to (i) a purchaser of the Project in the event of a sale thereof, (ii) an Affiliate of Tenant, (iii) any lender as collateral for financing of the Project or (iv) any purchaser of the Project at a foreclosure sale, transferee pursuant to a deed in lieu of foreclosure, or any receiver appointed for the Property; provided, however, it shall be a condition of any such assignment that the Project shall continue to be used for residential purposes. In the event the Project ceases to be used for residential purposes, the City may terminate this Agreement at any time. For purposes hereof, "Affiliate" shall mean as to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control with such person. For purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") of a person means the possession, directly or indirectly, of the power to vote more than 50% of the voting stock or membership interests of such person or to direct or cause the direction of the management and policies of such person, whether through the ownership of voting stock or membership interests, or by contract or otherwise. The City agrees to enter into any agreement reasonably requested by any lender or prospective lender to confirm that the assignment of this Agreement to the lender is permitted and to agree to give such lender notice of Tenant's default and a reasonable opportunity to cure such default.

9. **NOTICES**.

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

**To the City:**

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

with copies to:

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

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

**To Tenant:**

_____
_____
_____
_____

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

10. **TERMINATION**.

In the event Tenant violates any provision of this Agreement or defaults in any of its obligations hereunder, the City may terminate this Agreement if Tenant fails to cure such violation or default within thirty (30) days after Tenant's receipt of written notice of the violation or default. The City agrees to give a simultaneous duplicate notice of default to any of Tenant's lenders for which Tenant has provided the City a notice address in accordance with the notice provisions set forth above, and 151 Granby agrees to provide a copy of any notice of default received from the City to its lenders within three (3) business days of its receipt of any notice of default Tenant shall have the right to terminate this Agreement at any time by giving the City ninety (90) days written notice prior to the effective date of the termination.

11. **ENTIRE AGREEMENT**.

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

12. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW**.

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

13. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**.

Tenant hereby represents that it is organized as a limited liability company 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.

14. **MISCELLANEOUS**.

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

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

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

(d) A memorandum of this Agreement may be recorded in the land records of the City of Norfolk, Virginia, and the City agrees to execute and deliver to Tenant any such memorandum that accurately reflects the terms of this Agreement.

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

City of NORFOLK

C: Dir., Department of City Planning

**To the Honorable Council**
**City of Norfolk, Virginia**

November 15, 2016

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

Subject: **Special Exception to expand an existing Eating and Drinking Establishment at 2200 Colonial Avenue, Suites 12 and 14 – A.W. Shucks Raw Bar and Grill**

Reviewed: _____ **Ward/Superward: 2/6**
Wynter C. Benda, Deputy City Manager

Approved: _____ **Item Number: R-1**
Marcus D. Jones, City Manager

I. **Staff Recommendation: Approval**.

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

III. **Request:** Special Exception to expand an existing Eating and Drinking Establishment.

IV. **Applicant:** **Johnathan E. Boggs**

V. **Description:**
This request allows A.W. Shucks Raw Bar and Grill, an existing restaurant within the Ghent Market Shoppes, to expand into a vacant space and add outdoor dining, serving alcohol for on-premises consumption within the expanded space.

| | Prior (Suite 14) | Proposed (Suites 12 and 14) |
|---|---|---|
| Hours of Operation and for the Sale of Alcohol | 11:00 a.m. until 2:00 a.m., Seven days a week | Same |
| Seating | 81 seats indoors<br>0 seats outdoors<br>81 total capacity | 190 seats indoors<br>24 seats outdoors<br>224 total capacity |

VI. **Historic Resources Impacts:**
The site is located within the Norfolk and Western Railroad federal and state historic district and the building proposed for the expansion of this restaurant is a contributing structure to the district.

## VII. Public Schools Impacts

According to the Existing ABC Establishments and Norfolk Public Schools Proximity Map, the proposed property is not within 1,000 feet of a Norfolk Public School.

Staff point of contact: Chris Whitney at 823-1253, chris.whitney@norfolk.gov

Attachments:

- Proponents and Opponents
- Staff Report to CPC dated October 27, 2016 with attachments
- Ordinance

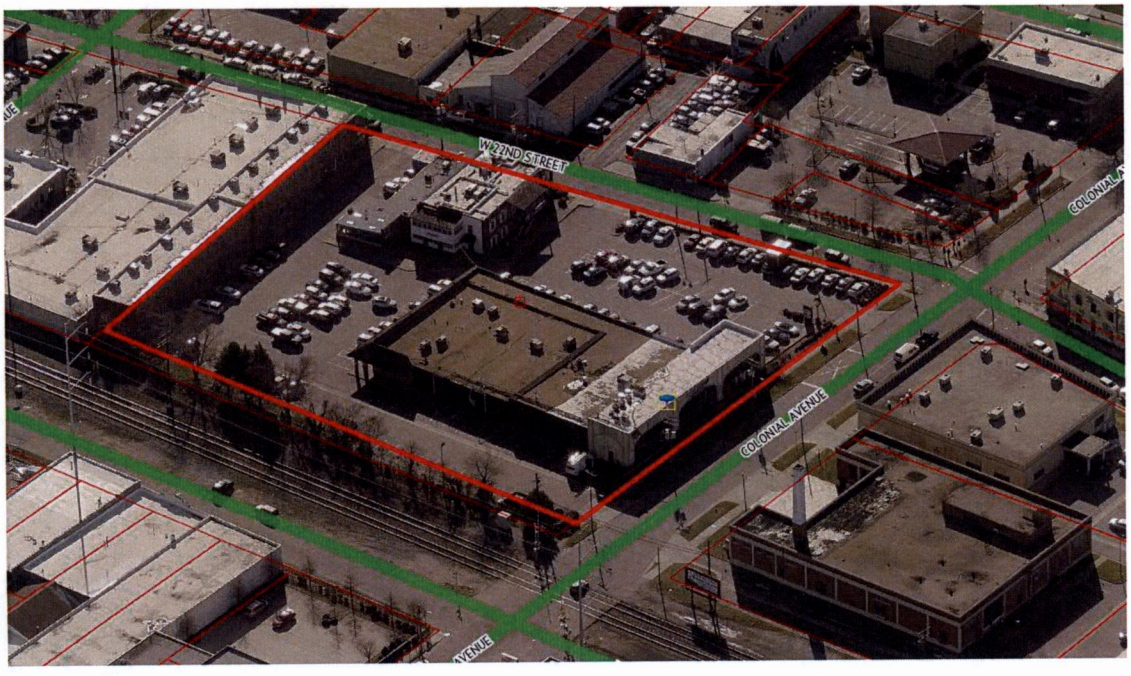
THE CITY OF NORFOLK
CITY PLANNING

**Planning Commission Public Hearing: October 27, 2016**

Executive Secretary: George M. Homewood, FAICP, CFM

Planner: Chris Whitney, CFM

| Staff Report | Item No. 11 | |
|---|---|---|
| **Address** | **2200 Colonial Avenue, Suites 12 and 14** | |
| **Applicant** | **A.W. Shucks Raw Bar and Grill** | |
| **Request** | **Special Exception** | **Eating and Drinking Establishment** |
| **Property Owner** | Ghent Development Group, LLC | |
| **Site Characteristics** | Building/Suite Area | 7,082 sq. ft./4,533 sq. ft. |
| | Future Land Use | Commercial |
| | Zoning | C-2 (Corridor Commercial) and PCO-21st (Pedestrian Commercial Overlay District-21st Street) |
| | Neighborhood | Ghent Business District |
| | Character District | Traditional |
| **Surrounding Area** | North | C-2, I-2 (Light Industrial): Norfolk Southern railroad |
| | East | C-2, PCO-21st: Palace Station Plaza |
| | South | C-2, PCO-21st: 757 Makerspace, Island Electric Co., Forward Contracting |
| | West | C-2: Midtown Norfolk Dialysis |



**A. Summary of Request**

This request allows A.W. Shucks Raw Bar and Grill, an existing restaurant within the Ghent Market Shoppes, to expand into a vacant space and add outdoor dining, serving alcohol for on-premises consumption within the expanded space.

**B. Plan Consistency**

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

**C. Zoning Analysis**

**i.** General

- The site is located within the Ghent Market Shoppes, which is on the northeast corner of Colonial Avenue and W. 22nd Street, and is comprised of a variety of commercial and office uses.
- The space intended for expansion was previously occupied by a dentist's office.
- The site is located in the PCO-21st zoning district, which permits the proposed use by special exception.

| | Prior (Suite 14) | Proposed (Suites 12 and 14) |
|---|---|---|
| Hours of Operation and for the Sale of Alcohol | 11:00 a.m. until 2:00 a.m., Seven days a week | Same |
| Seating | 81 seats indoors<br>0 seats outdoors<br>81 total capacity | 190 seats indoors<br>24 seats outdoors<br>224 total capacity |

- Special exception history:

| City Council Approval | Applicant | Request |
|---|---|---|
| 2005 | A.W. Shucks Raw Bar and Grill | Entertainment establishment |
| 2005 | A.W. Shucks Raw Bar and Grill | Sale of alcohol for off-premises consumption |
| Pending | A.W. Shucks Raw Bar and Grill | Eating and drinking establishment – expansion, add outdoor dining |

ii. Parking

- The site is located in the 21st Street Pedestrian Commercial Overlay, which requires one parking space per four seats.
- The Ghent Market Shoppes is currently developed with 141 parking spaces.
    - Due to an overflow parking agreement with the Mambo Room, located in the shopping center to the south, for 21 spaces on this property the actual parking supply is 120 spaces.
- With the proposed establishment's expansion into the new space, converting it from an office to a restaurant, the shopping center would have a parking demand of 103 spaces for all of the uses currently on-site.
- The building is also developed with another use (retail services establishment) that has peak hours during the daytime and early afternoon while this eating and drinking establishment will experience peak hours during the evening.
- The shopping center contains sufficient off-street parking to accommodate this restaurant expansion.

*Bicycle Parking*

- Given the square footage of the establishment the total bicycle parking requirement is for three bike spaces.
    - A bike rack accommodating at least three bicycles will have to be provided on the site within clear view of the main entrance.

iii. Flood Zone

The property is located in the X (Low to Moderate) Flood Zone, which is a low-risk flood zone.

**D. Transportation Impacts**

- Institute of Transportation Engineers figures estimate expansion of this existing restaurant will generate 200 new vehicle trips per day.
- W. 22nd Street adjacent to the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit service with Hampton Roads Transit bus routes 4 (Church) and 11 (Colonial) operating on Colonial Avenue and 21st Street near to the site.
- W. 22nd Street adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

**E. Historic Resources Impacts**

The site is located within the Norfolk and Western Railroad federal and state historic district and the building proposed for the expansion of this restaurant is a contributing structure to the district.

**F. Public Schools Impacts**

According to the Existing ABC Establishments and Norfolk Public Schools Proximity Map (see attached), the proposed property is not within 1,000 feet of a Norfolk Public School.

**G. Environmental Impacts**

The shopping center provides an adequate buffer between the parking area and the Colonial Avenue and W. 22nd Street frontages.

**H. AICUZ Impacts**

N/A

**I. Surrounding Area/Site Impacts**

- The site is surrounded by commercial uses with some industrial uses nearby.
- The expansion of an existing restaurant serving alcohol for on-premises consumption would not have a negative impact on the surrounding land uses, as there are multiple establishments serving alcohol in close proximity.
- Over the past year, there have been 49 calls for police service for the entire shopping center with three arrests made.

**J. Payment of Taxes**

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

**K. Civic League**

Notice was sent to the Ghent Neighborhood League and Ghent Business Association on September 15.

**L. Communication Outreach/Notification**

- Legal notice was posted on the property on September 20.
- Letters were mailed to all property owners within 300 feet of the property on October 12.
- Legal notification was placed in *The Virginian-Pilot* on October 13 and 20.

**M. Recommendation**

Staff recommends that the special exception be **approved** subject to the following conditions:

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be from 11:00 a.m. until 2:00 a.m. seven days a week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 190 seats indoors, 24 seats outdoors, and the total occupant capacity, including employees, shall not exceed 224 people.

(c) No smoking shall be permitted anywhere in the outdoor dining area. Signage notifying patrons of this restriction shall be conspicuously posted.

(d) No portion of any outdoor dining shall be enclosed and any covering must leave the dining space open on at least three sides.

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

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

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

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

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

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

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

by Virginia law.

(l) An ABC manager, employed and compensated by the applicant, shall be present at all events held on the premises. This manager shall supervise the event at all times. The ABC manager shall be present on the premises at least one hour prior to the beginning of the event and shall remain on the premises until the event is concluded and the establishment is secured and locked. If alcohol is not served or consumed, a responsible supervisor, employed and compensated by the applicant, shall perform this function.

(m) In addition to the ABC manager or supervisor, the applicant shall provide such additional paid staff as may be necessary to coordinate, supervise, and manage any event held on the premises.

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

(o) Neither the establishment nor any portion of it shall be leased, let, or used by any third party to stage an event for profit. No outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

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

**Attachments**

Location Map
Zoning Map
1000' radii map of similar ABC establishments
Application
Notification list of all property owners within 300 feet of the site
Notice to the Ghent Neighborhood League and Ghent Business Association

**Proponents and Opponents**

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

**Opponents**
None

10/26/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: CW

By _____
DEPT.

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN EATING AND DRINKING ESTABLISHMENT NAMED "A.W. SHUCKS RAW BAR AND GRILL" ON PROPERTY LOCATED AT 2200 COLONIAL AVENUE, SUITES 12 AND 14.

- - -

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

Section 1:- That a Special Exception is hereby granted to NVNG, Inc. authorizing the operation of an eating and drinking establishment named "A.W. Shucks Raw Bar and Grill" on property located at 2200 Colonial Avenue, Suites 12 and 14. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 297 feet, more or less, along the eastern line of Colonial Avenue, and 365 feet, more or less, along the northern line of West 22nd Street; premises numbered 2200 Colonial Avenue, Suites 12 and 14.

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be limited to 11:00 a.m. until 2:00 a.m. the following morning, seven days per week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 190 seats indoors, 24 seats outdoors, and the total occupant capacity, including employees, shall not exceed 224 people.

(c) No smoking shall be permitted anywhere in the outdoor dining area. Signage notifying patrons of this restriction shall be conspicuously posted.

(d) No portion of any outdoor dining shall be enclosed and any covering must leave the dining space open on at least three sides.

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

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

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

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

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

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

must be obtained prior to implementing such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

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

(l) An ABC manager, employed and compensated by the applicant, shall be present at all events held on the premises. This manager shall supervise the event at all times. The ABC manager shall be present on the premises at least one hour prior to the beginning of the event and shall remain on the premises until the event is concluded and the establishment is secured and locked. If alcohol is not served or consumed, a responsible supervisor, employed and compensated by the applicant, shall perform this function.

(m) In addition to the ABC manager or supervisor, the applicant shall provide such additional paid staff as may be necessary to coordinate, supervise, and manage any event held on the premises.

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

(o) Neither the establishment nor any portion of it shall be leased, let, or used by any third party to stage an event for profit. No outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(p) A copy of this Adult Use Special Exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this Adult Use Special Exception ordinance and all amendments are kept on the

premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

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

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

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

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

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

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

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

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

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

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

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

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

Section 4:- That the Special Exception granted hereby amends the previously granted special exceptions permitting an entertainment establishment on this property, adopted on May 1, 2001 (Ordinance No. 40,289) and on May 10, 2005 (Ordinance No. 41,824). All provisions and conditions previously approved are entirely superseded by the terms of this Special Exception.

Section 5:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENT:
Exhibit A (4 pages)

# EXHIBIT "A"
## Description of Operations
## Eating and Drinking Establishment

Date 8/5/16 NVNG Inc.

Trade name of business A.W. Shucks

Address of business 2200 Colonial Ave Sts 14,

Name(s) of business owner(s)* NVNG Inc., Johnathan Boggs, Michael Davis

Name(s) of property owner(s)* Ghent Development Group, Richard Lavin

Daytime telephone number ( 757 ) 576-8336

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

**1.** Proposed Hours of Operation:

| Facility | | | Alcoholic Beverage Sales | | |
|---|---|---|---|---|---|
| Weekday | From 11am | To 2am | Weekday | From 11am | To 2am |
| Friday | From 11am | To 2am | Friday | From 11am | To 2am |
| Saturday | From 11am | To 2am | Saturday | From 11am | To 2am |
| Sunday | From 11am | To 2am | Sunday | From 11am | To 2am |

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

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

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

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

**Exhibit A – Page 2**
**Eating and Drinking Establishment**

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

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

_____

_____

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

6a. If yes, why

_____

_____

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

Monday Tuesday Wednesday Thursday Friday

Saturday Sunday

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

7a. If yes, explain Private Dining Room

_____

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

8a. If yes, explain

_____

_____

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

**Exhibit A – Page 3**

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(Revised January 2015)

**Eating and Drinking Establishment**

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

-Amending special exception in order to expand currently operating restaurant

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

**Signature of Applicant**

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Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569

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

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

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

Total capacity

**a. Indoor**
Number of seats (not including bar seats) 170
Number of bar seats 20
Standing room _____

**b. Outdoor**
Number of seats 24

**c. Number of employees** 10

**Total Occupancy**
**(Indoor/Outdoor seats, standing room and employees) =** 224

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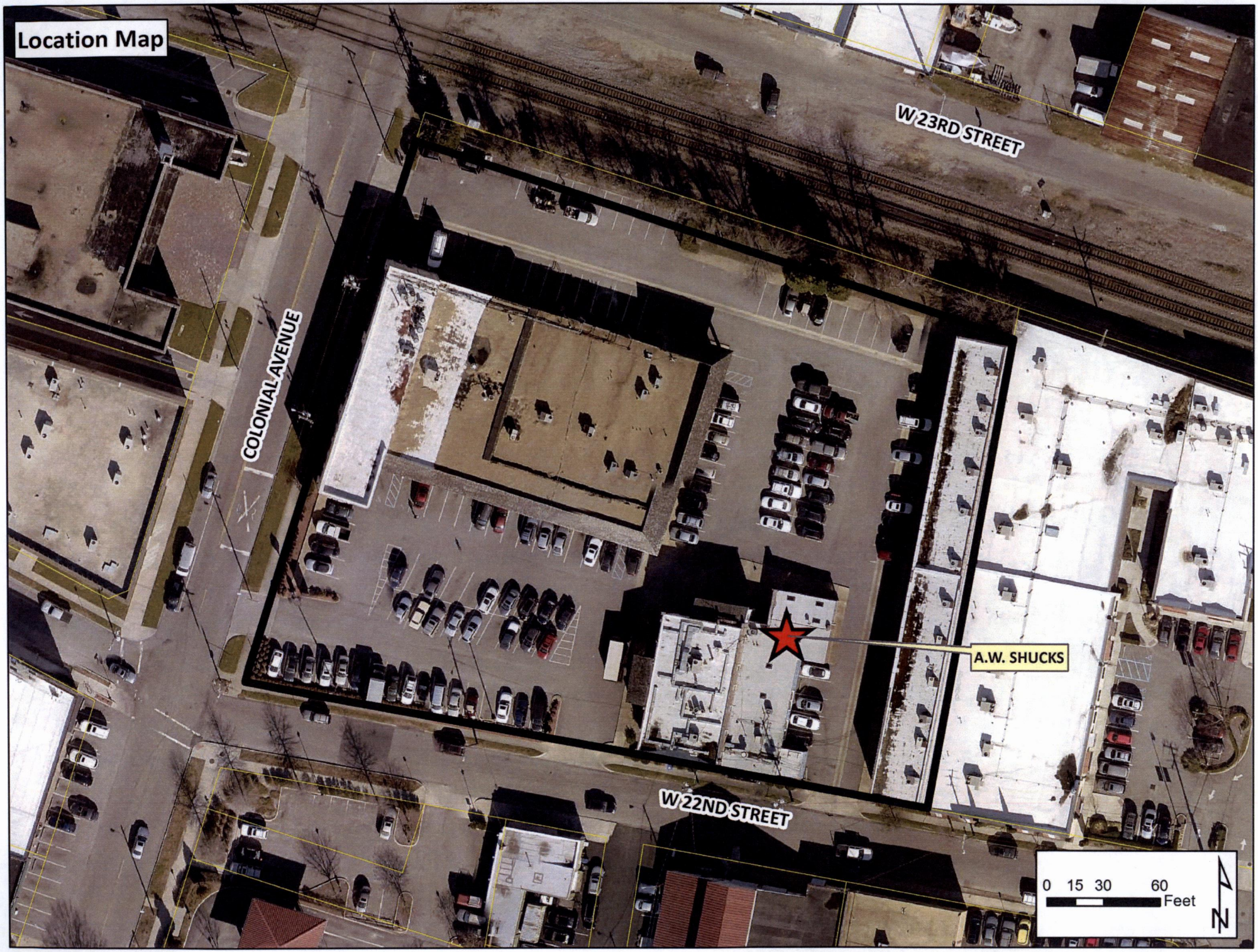
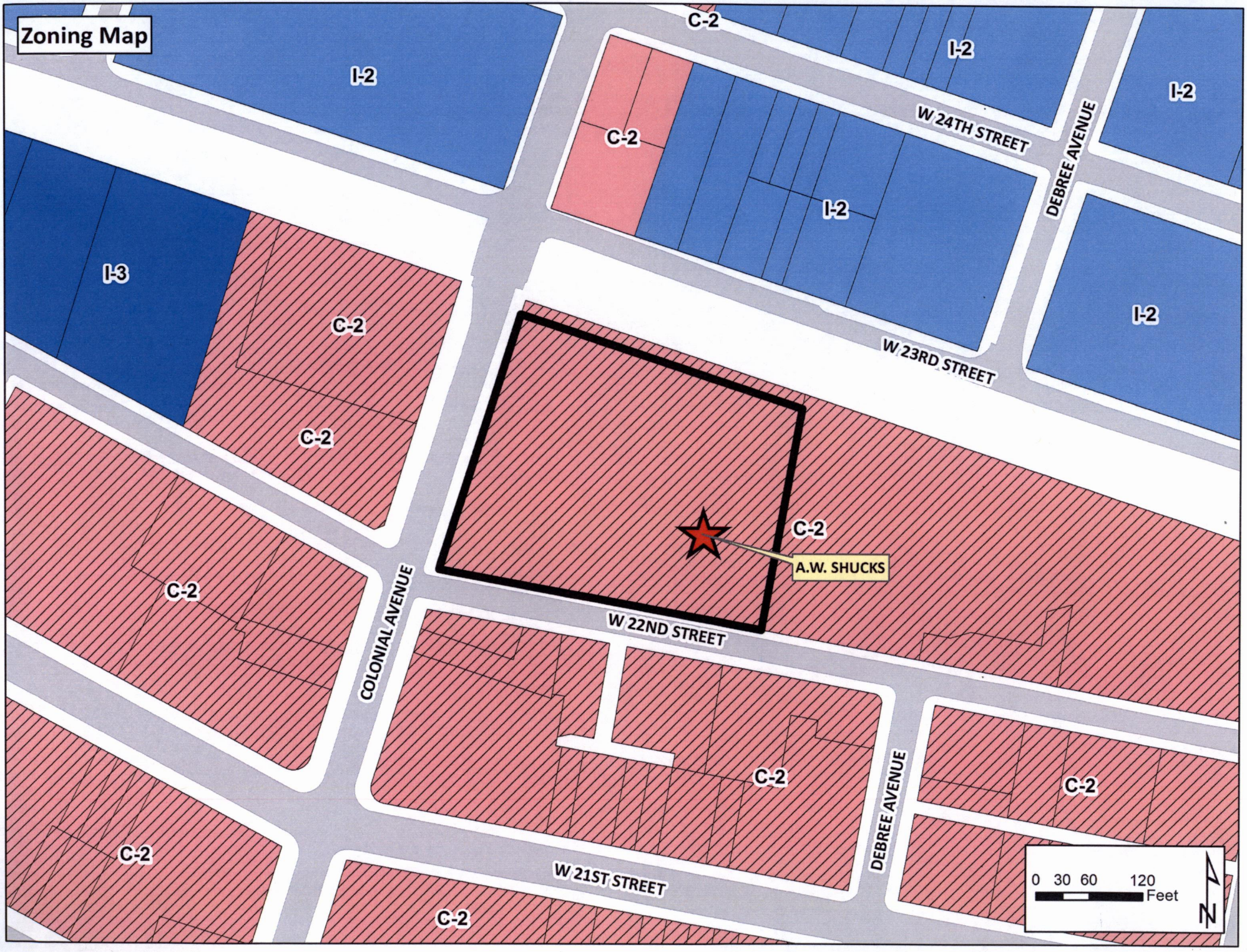
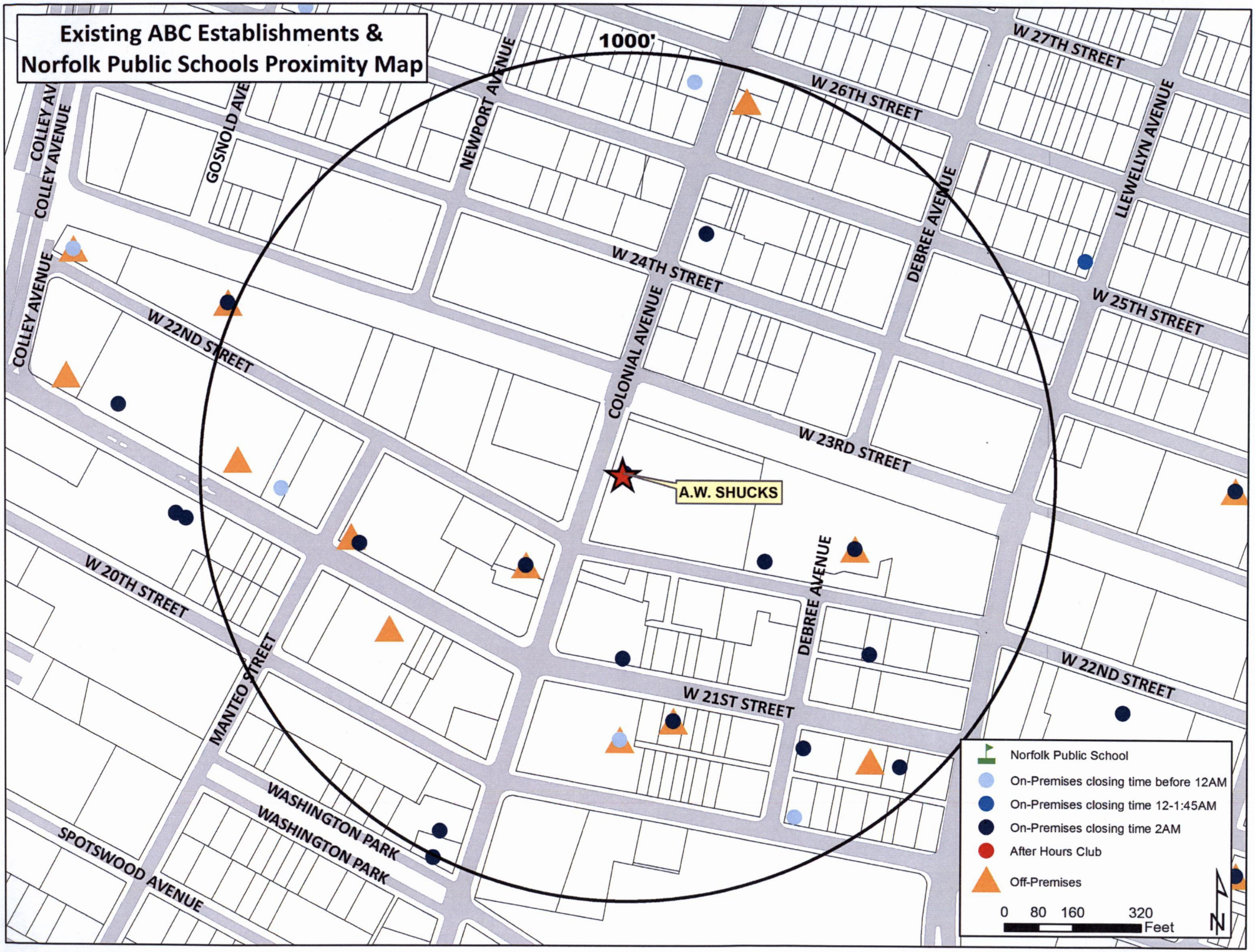
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January 2015)


Location Map
W 23RD STREET
COLONIAL AVENUE
A.W. SHUCKS
W 22ND STREET
0 15 30 60
Feet
N


Zoning Map
I-2
C-2
I-2
I-2
W 24TH STREET
DEBREE AVENUE
C-2
I-2
I-3
C-2
C-2
I-2
W 23RD STREET
C-2
A.W. SHUCKS
C-2
W 22ND STREET
COLONIAL AVENUE
C-2
C-2
DEBREE AVENUE
C-2
C-2
W 21ST STREET
C-2
0 30 60 120
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
A.W. SHUCKS
COLLEY AVENUE
GOSNOLD AVE
NEWPORT AVENUE
W 27TH STREET
W 26TH STREET
LLEWELLYN AVENUE
DEBREE AVENUE
W 24TH STREET
W 25TH STREET
COLONIAL AVENUE
W 22ND STREET
W 23RD STREET
W 20TH STREET
MANTEO STREET
W 21ST STREET
WASHINGTON PARK
SPOTSWOOD AVENUE
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

**APPLICATION**
**ADULT USE SPECIAL EXCEPTION**
**EATING AND DRINKING ESTABLISHMENT**
**(Please print)**

Date 8/5/16

**DESCRIPTION OF PROPERTY**

Address 2200 Colonial Ave Ste 14 / 2200 Colonial Ave Ste 12 Norfolk 23517

Existing Use of Property Full Service Restaurant

Proposed Use Full Service Restaurant

Current Building Square Footage 2958 S.F.

Proposed Building Square Footage 4533 S.F.

Trade Name of Business (if applicable) A.W. Shucks Raw Bar & Grill

**APPLICANT**

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

NVNG Inc.

**1.** Name of applicant: (Last) Boggs (First) Johnathan (MI) E

Mailing address of applicant (Street/P.O. Box): 2200 Colonial Ave Ste 14

(City) Norfolk (State) VA (Zip Code) 23517

Daytime telephone number of applicant (757) 576-8336 Fax ( )

E-mail address of applicant: jboggs2e hotmail.com

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

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

**2.** Name of applicant: (Last) HERR (First) Rick (MI) J

Mailing address of applicant (Street/P.O. Box): 1400 Granby St Unit 407

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

Daytime telephone number of applicant (757) 615-6905 Fax ( )

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

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

Ghent Development Group

**3.** Name of property owner: (Last) Levin (First) Richard (MI) G.

Mailing address of property owner (Street/P.O. box): 2106 Llewellyn Ave

(City) Norfolk (State) VA (Zip Code) 23517

Daytime telephone number of owner (757) 630.2342 email: RichardGLevin@gmail.com

**CIVIC LEAGUE INFORMATION**

Civic League contact: GBA, GNL

Date(s) contacted:

Ward/Super Ward information:

## REQUIRED ATTACHMENTS

- Required application fee, **$355.00** (if check, make payable to the City of Norfolk).
    - Application fee includes a non-refundable $5 technology surcharge.
- One 8½ inch x 11 inch copy of a floor plan prepared by a registered design professional drawn to scale showing seats/tables, restroom facilities, bar, ingress and egress, standing room, outdoor dining and total maximum capacity (see attached example)
- One 8½ x 14 inch or 11 x 17 inch copy of a physical survey, drawn to scale and showing site conditions and improvements (including portions of the right-of-way to the curb line):
    - Existing and proposed building structures
    - Driveways
    - Parking
    - Landscaping
    - Property lines (see attached example)
- One 8 ½ x 14 inch or 11 x 17 inch copy of a conceptual site plan drawn to scale and showing all proposed site improvements, landscaping, drive aisles and parking with dimensions, and proposed changes to parcel/property lines (including lease lines) if applicable.
- Completed Exhibit A, Description of Operations (attached)

---

**CERTIFICATION**

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

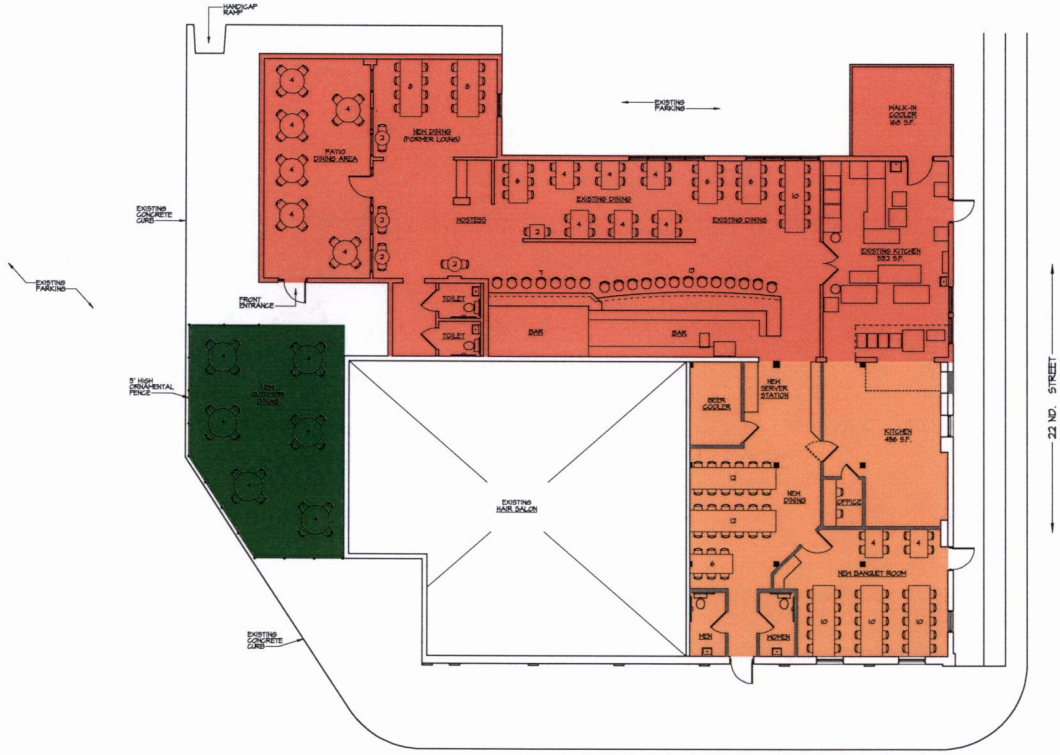
X **Print name:** Ghent Development Group, LLC (Property Owner) Richard G. Lenn **Sign:** _____ 8/8/16 (Date)

**Print name:** Johnathon Boggs (Applicant) **Sign:** _____ 08/05/16 (Date)

ONLY NEEDED IF APPLICABLE:

**Print name:** Rick Henn (Authorized Agent Signature) **Sign:** _____ 6/23/16 (Date)

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




## PROPOSED FLOOR PLAN

1/8" = 1'-0"

| | | |
|---|---|---|
| EXISTING SHUCKS S.F. | = | 2,956 S.F. |
| EXISTING EXPANSION S.F. | = | 1,579 S.F. |
| TOTAL NEW S.F. | = | 4,535 S.F. |
| EXISTING KITCHEN S.F. | = | 332 S.F. |
| EXPANDED KITCHEN S.F. | = | 456 S.F. |
| TOTAL NEW KITCHEN S.F. | = | 788 S.F. |

SEATING:

| | |
|---|---|
| PATIO DINING: | 24 |
| NEW DINING (FORMER LOUNGE): | 16 |
| EXISTING DINING: | 62 |
| EXISTING BAR SEATING: | 20 |
| TOTAL: | 122 SEATS |
| NEW DINING: | 30 |
| NEW BANQUET DINING: | 38 |
| TOTAL: | 68 SEATS |
| NEW OUTDOOR SEATING: | 24 |
| TOTAL: | 214 SEATS |

LEGEND:

- EXISTING A.W. SHUCKS RESTAURANT
- NEW A.W. SHUCKS RESTAURANT EXPANSION
- NEW A.W. SHUCKS RESTAURANT OUTDOOR DINING

WOODARD DESIGN P.C.
1100 GRANBY STREET
SUITE 201
NORFOLK, VIRGINIA 23510
TEL. (757) 466-1400
FAX (757) 466-5014
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A.W. SHUCKS RAW BAR & GRILL RESTAURANT
2200 COLONIAL AVENUE
NORFOLK, VIRGINIA 23517

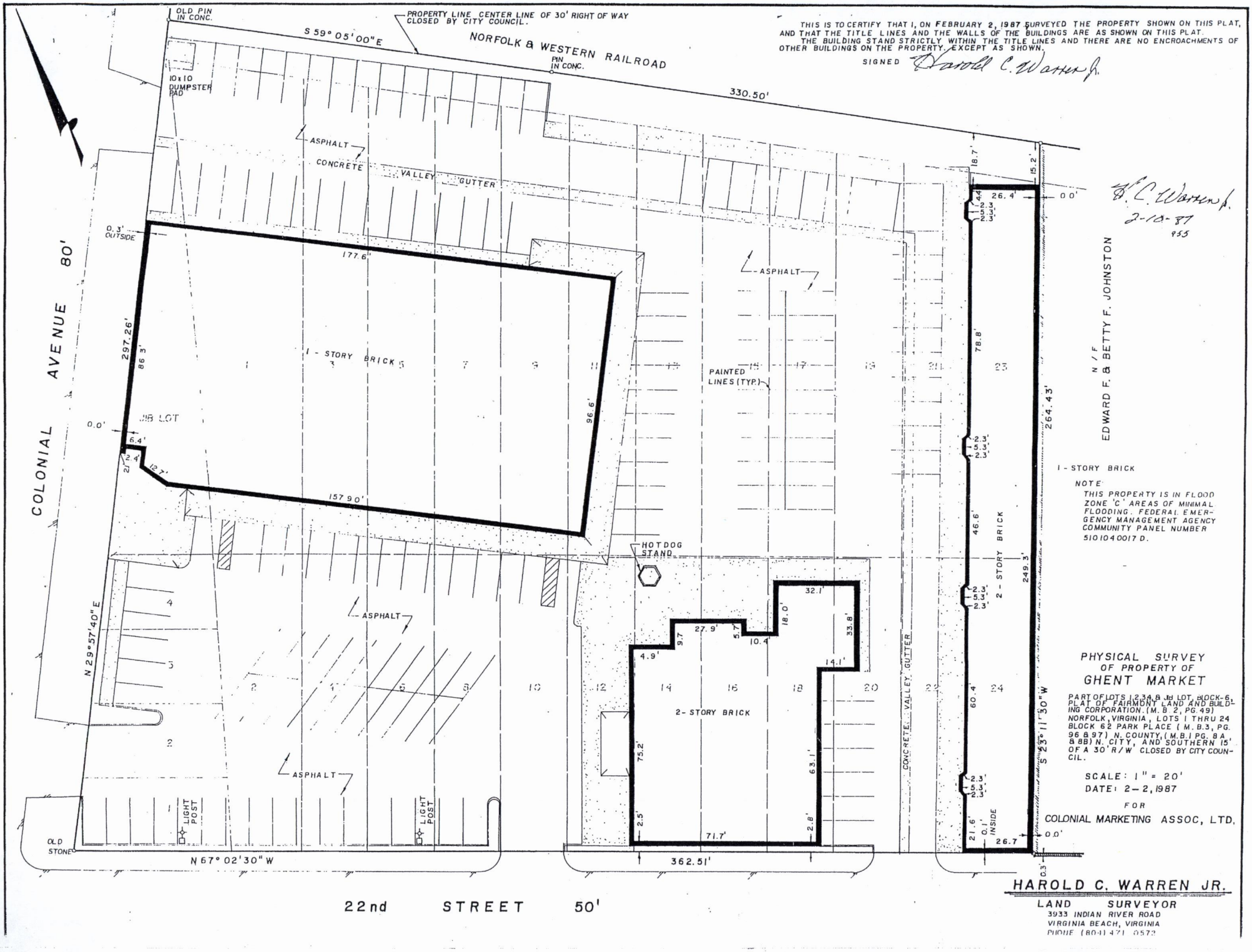
EXPANSION TO A.W. SHUCKS RAW BAR & GRILL RESTAURANT

FLOOR PLAN

DATE: 8/1/16

JOB NO. 15004.00

A-1.0




THIS IS TO CERTIFY THAT I, ON FEBRUARY 2, 1987 SURVEYED THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS ARE AS SHOWN ON THIS PLAT. THE BUILDING STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDINGS ON THE PROPERTY. EXCEPT AS SHOWN.

SIGNED Harold C. Warren Jr.

H. C. Warren Jr.
2-10-87

## PHYSICAL SURVEY OF PROPERTY OF GHENT MARKET

PART OF LOTS 1 2 3 4 & 18 LOT, BLOCK-6, PLAT OF FAIRMONT LAND AND BUILDING CORPORATION. (M. B. 2, PG. 49) NORFOLK, VIRGINIA, LOTS 1 THRU 24 BLOCK 62 PARK PLACE (M. B. 3, PG. 96 & 97) N. COUNTY, (M. B. 1 PG. 8A & 8B) N. CITY, AND SOUTHERN 15' OF A 30' R/W CLOSED BY CITY COUNCIL.

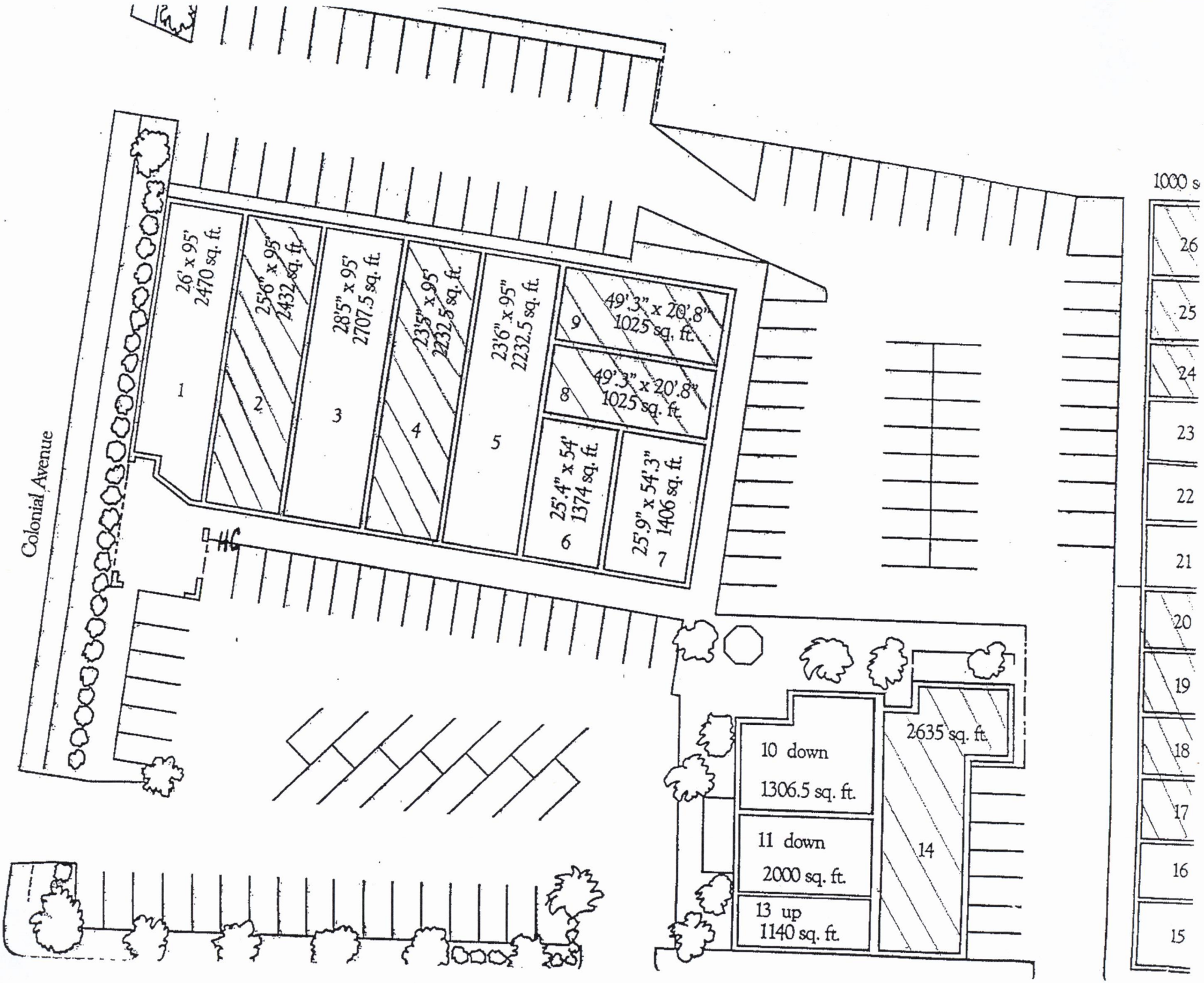
SCALE: 1" = 20'

DATE: 2-2, 1987

FOR

COLONIAL MARKETING ASSOC, LTD.

HAROLD C. WARREN JR.
LAND SURVEYOR
3933 INDIAN RIVER ROAD
VIRGINIA BEACH, VIRGINIA
PHONE (804) 471-0572


Colonial Avenue
1
26' x 95'
2470 sq. ft.
2
25'6" x 95'
2432 sq. ft.
3
28'5" x 95'
2707.5 sq. ft.
4
23'5" x 95'
2232.5 sq. ft.
5
23'6" x 95"
2232.5 sq. ft.
9
49' 3" x 20' 8"
1025 sq. ft.
8
49' 3" x 20' 8"
1025 sq. ft.
6
25'4" x 54'
1374 sq. ft.
7
25'9" x 54' 3"
1406 sq. ft.
10 down
1306.5 sq. ft.
11 down
2000 sq. ft.
13 up
1140 sq. ft.
14
2635 sq. ft.
1000 s
26
25
24
23
22
21
20
19
18
17
16
15

## A.W. Shucks - Notification sent to all Property Owners within 300 feet

| Property Owner | Property Address | Mailing Address | | |
|---|---|---|---|---|
| Staton Properties Llc | 403 W 24th St | 2406 Debree Ave | Norfolk | VA |
| Staton Properties Llc | 403 W 24th St | 2406 Debree Ave | Norfolk | VA |
| Levin, Richard G & Judith A | 2117 Colonial Av | 2106 Llewellyn Ave | Norfolk | VA |
| Campbell, Charles M & Ann R | 2111 Colonial Av | 1200 Glenside Dr | Va Beach | VA |
| Downing Family Llc | 2110 Colonial Av | Po Box 6284 | Norfolk | VA |
| Downing Family Llc | 2120 Colonial Av | Po Box 6284 | Norfolk | VA |
| Rdr Enterprises Llc | 420 W 23rd St | 835 Philpotts Rd | Norfolk | VA |
| Rdr Enterprises Llc | 421 W 24th St | 2437 Watermill Grv | Chesapeake | VA |
| Rdr Enterprises Llc | 419 W 24th St | 2437 Watermill Grv | Chesapeake | VA |
| Northbrook Properties Inc | 301 W 24th St | 555 Skokie Blvd Sute 555 | Northbrook | IL |
| Palace Shops North, Llc The | 2114 Debree Av | 301 W 21st St | Norfolk | VA |
| Li & Zheng Llc | 416 W 21st St | 611 Maryland Ave | Norfolk | VA |
| Anderson, Gregory K | 438 W 23rd St | 921 Muller Ln | Virginia Beach | VA |
| Ghent Development Group Llc | 2200 Colonial Av | 2106 Llewellyn Ave | Norfolk | VA |
| Stewart, Matthew W & Kimberly N | 422 W 21st St | 422 W 21st St | Norfolk | VA |
| Stewart, Matthew W & Kimberly N | 418 W 21st St | 422 W 21st St | Norfolk | VA |
| 426west23rd, Llc | 426 W 23rd St | 426 W 23rd St | Norfolk | VA |
| Rojon, Inc. | 344 W 21st St | Po Box Jg | Williamsburg | VA |
| Marmad Lc | 424 W 21st St | Po Box 11421 | Norfolk | VA |
| Jennette Properties Ltd | N S W 23rd St | 415 W 24th St | Norfolk | VA |
| Jennette Properties Ltd | 418 W 23rd St | 415 W 24th St | Norfolk | VA |
| Jennette Properties, Ltd | 415 W 24th St | 415 W 24th St | Norfolk | VA |
| Schlegel, Robert E & Son, Llc | 417 W 24th St | 841 45th St | Norfolk | VA |
| Anderson, Gregory K | 435 W 24th St | 921 Muller Ln | Virginia Beach | VA |
| Anderson, Gregory K | 2314 Colonial Av | 921 Muller Ln | Virginia Beach | VA |
| Venture 24, Llc | 529 W 24th St | 819 W Little Creek Rd | Norfolk | VA |
| Venture 24, Llc | 529 W 24th St | 819 W Little Creek Rd | Norfolk | VA |
| Hermann, Kim J & Elizabeth R | 410 W 21st St | 410 W 21st St | Norfolk | VA |
| Hermann, Kim J & Elizabeth R | 406 W 21st St | 410 W 21st St | Norfolk | VA |
| Stewart, Matthew W | 431 W 22nd St | 422 W 21st St | Norfolk | VA |
| Trevilian Landmark, Llc | 429 W 24th St | 2349 Haversham Close | Virginia Beach | VA |
| Palace Shops North, Llc The | 2112 Debree Av | 301 W 21st St | Norfolk | VA |
| Plum Polk Properties, Llc | 421 W 22nd St | 425 W 22nd St | Norfolk | VA |
| Levin's Children, Llc | 419 W 22nd St | 2106 Llewellyn Ave | Norfolk | VA |
| Woodard, Maxine D Living Trust | 400 W 21st St | 9631 27th Bay St | Norfolk | VA |
| The Rosemyr Corp | 432 W 21st St | Po Box 108 | Henderson | NC |
| The Rosemyr Corp | 432 W 21st St | Po Box 108 | Henderson | NC |
| Palace Station, Llc | 404 W 22nd St | 301 W 21st St | Norfolk | VA |
| Palace Station, Llc | 404 W 22nd St | 301 W 21st St | Norfolk | VA |
| Palace Station, Llc | 404 W 22nd St | 301 W 21st St | Norfolk | VA |
| Bright, Thelma G Survivor's Trust Et Als | 320 W 22nd St | 603 N Shore Rd | Norfolk | VA |
| Monarch Bank Et Al | 500 W 21st St | 6001 Harbour View Blvd | Suffolk | VA |
| Monarch Bank Et Al | 521 W 22nd St | 1435 Crossways Blvd | Chesapeake | VA |
| L & L Of Norfolk, Llc | 2219 Colonial Av | 315 Edwin Dr Ste 103 | Virginia Beach | VA |
| 2201 Colonial Avenue, Llc | 2201 Colonial Av | 16 Court St Ste 800 | Brooklyn | NY |

## Whitney, Chris

**From:** McDonald, Colette
**Sent:** Thursday, September 15, 2016 12:19 PM
**To:** 'info@ghentva.org'; 'Douglas Knack'; 'ted@nusbauminsurance.com'
**Cc:** Whibley, Terry; McClellan, Andria; Whitney, Chris; Wilson, Denise
**Subject:** New Planning Commission Application - 2200 Colonial Avenue, Suites 12 and 14
**Attachments:** Application.pdf

Mrs. Birknes, Mr. Knack, and Mr. Enright,

Attached please find an application for **A.W. SHUCKS RAW BAR AND GRILL**, for a special exception to expand an eating and drinking establishment at 2200 Colonial Avenue, Suites 12 and 14.

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

The item is tentatively scheduled for the October 27, 2016 Planning Commission public hearing.

Thank you,

Colette McDonald
City of Norfolk Planning Technician

THE CITY OF NORFOLK
Planning Department
810 Union Street | Suite 508
Norfolk, VA 23510
Email | Colette.McDonald@Norfolk.gov
Phone | (757) 664-6771

City of NORFOLK

C: Dir., Department of City Planning

**To the Honorable Council**
**City of Norfolk, Virginia**

November 15, 2016

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

Subject: **Special Exception to modify an existing Eating and Drinking Establishment at 449-455 Granby Street and 105-119 W. Charlotte Street – Leone's**

Reviewed: _____
Wynter C. Benda, Deputy City Manager

**Ward/Superward: 2/6**

Approved: _____
Marcus D. Jones, City Manager

**Item Number: R-2**

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

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

III. **Request:** Special Exception to modify an existing Eating and Drinking Establishment.

IV. **Applicant:** **Leone's by Dr. Sture V. Sigfred and Ronald A. Zoby**

V. **Description:**

- This request will allow a previously approved eating and drinking establishment, Leone's, to expand the outdoor seating capacity and expand the hours of operation and hours for on-premises alcohol sales.

| | Current | Proposed |
|---|---|---|
| Hours of Operation and Hours for the Sale of Alcoholic Beverages | 10:00 a.m. until 2:00 a.m., Seven days a week | 8:00 a.m. until 2:00 a.m., Seven days a week |
| Capacity | • 122 seats indoors<br>• 6 seats outdoors (Granby)<br>• 28 seats outdoors (rooftop)<br>• 167 total capacity | • 110 seats indoors<br>• 6 seats outdoors (Granby)<br>• 24 seats outdoors (rooftop)<br>• 50 seats outdoors (Charlotte)<br>• 202 total capacity |

VI. **Historic Resources Impacts:**

- The site is located within the Downtown Historic Overlay District (HO-D) and is a contributing structure.
- Any modifications to the exterior of the building would be subject to Architectural Review Board approval for a Certificate of Appropriateness.

## VII. Public Schools Impacts

According to the Existing ABC Establishments and Norfolk Public Schools Proximity Map, the proposed property is not within 1,000 feet of a Norfolk Public School.

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

Attachments:

- Staff Report to CPC dated October 27, 2016 with attachments
- Proponents and Opponents
- Ordinance
- Letter of no opposition – Downtown Norfolk Civic League

THE CITY OF NORFOLK
CITY PLANNING

**Planning Commission Public Hearing: October 27, 2016**

Executive Secretary: George M. Homewood, FAICP, CFM

Planner: Matthew Simons, AICP, CZA, CFM

| Staff Report | Item No. 12 | |
|---|---|---|
| **Address** | **449-455 Granby Street and 105-119 W. Charlotte Street** | |
| **Applicant** | **Leone's** | |
| **Request** | **Special Exception** | **To modify an existing Eating and Drinking Establishment** |
| **Property Owner** | 455 Granby, LLC (Dr. Sture V. Sigfred and Ronald A. Zoby) | |
| **Site Characteristics** | Site/Building Area | 0.3 acres/4,900 square feet |
| | Future Land Use Map | Downtown |
| | Zoning | D-3 (Freemason/Granby Conservation and Mixed Use District) |
| | Neighborhood | Downtown |
| | Character District | Downtown |
| **Surrounding Area** | North | D-3: Flat Iron Park |
| | East | D-3: 456 Fish restaurant |
| | South | D-3: Monastery restaurant |
| | West | D-3: The Edge apartments |

**A. Summary of Request**

- The site is located Downtown on the southwest corner of Granby Street and W. Charlotte Street.
- This request will allow a previously approved eating and drinking establishment, Leone's, to expand the outdoor seating capacity and expand the hours of operation and hours for on-premises alcohol sales.

**B. Plan Consistency**

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

**C. Zoning Analysis**

**i.** General

- This site is zoned D-3 district, which permits the proposed use by special exception.
- The applicant was previously approved to operate an eating and drinking establishment in 2014 with less outdoor seating and reduced hours than is now being proposed.

| | Current | Proposed |
|---|---|---|
| Hours of Operation and Hours for the Sale of Alcoholic Beverages | 10:00 a.m. until 2:00 a.m., Seven days a week | 8:00 a.m. until 2:00 a.m., Seven days a week |
| Capacity | • 122 seats indoors<br>• 6 seats outdoors (Granby)<br>• 28 seats outdoors (rooftop)<br>• 167 total capacity | • 110 seats indoors<br>• 6 seats outdoors (Granby)<br>• 24 seats outdoors (rooftop)<br>• 50 seats outdoors (Charlotte)<br>• 202 total capacity |

- Special exception history:

| City Council Approval | Applicant | Request |
|---|---|---|
| 2004 | Sirena Cucina Italiana | Eating and Drinking Establishment |
| 2014 | Leone's | • Eating and Drinking Establishment<br>• Sale of alcohol for off-premises consumption |
| Pending | Leone's | Eating and drinking establishment – expansion, additional indoor and outdoor dining |

**ii.** Parking

The site is located within the D-3 zoning district, which does not require off-street parking.

**iii.** Flood Zone

The property is located in the X (Shaded) and X Flood Zones, which are moderate and low-risk flood zones.

**D. Transportation Impacts**

- Institute of Transportation Engineers (ITE) figures estimate that this restaurant will generate 58 fewer vehicle trips per day by decreasing total indoor seating these location by 12 seats below currently approved levels.
  - Since outdoor seating is considered seasonal and weather-dependent, ITE only bases trip generation figures for restaurants on indoor seating.
- Granby Street adjacent to the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- This downtown site has good transit accessibility served with both frequent bus service and also light rail available at the nearby Monticello Station.
- Granby Street adjacent to the site is an identified priority corridor in the City of Norfolk *Bicycle and Pedestrian Strategic Plan*.

**E. Historic Resources Impacts**

- The site is located within the Downtown Historic Overlay District (HO-D) and is a contributing structure.
- Any modifications to the exterior of the building would be subject to Architectural Review Board approval for a Certificate of Appropriateness.

**F. Public Schools Impacts**

According to the Existing ABC Establishments and Norfolk Public Schools Proximity Map (see attached), the proposed property is not within 1,000 feet of a Norfolk Public School.

**G. Environmental Impacts**

A conceptual landscape plan has been provided, and a final landscape plan must be approved by the Department of Recreation, Parks and Open Space prior to the issuance of Certificate of Occupancy.

**H. AICUZ Impacts**

N/A

**I. Surrounding Area/Site Impacts**

- This site is located Downtown, which is developed with a mix of commercial uses as well as residential and office uses.
- This application should have no adverse impact on the surrounding area.
- The proposed increase in outdoor seating and increase in hours should not have any negative impacts on this portion of Granby Street, which already has a large number of eating and drinking establishments with outdoor seating.

**J. Payment of Taxes**

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

**K. Civic League**

Notice was sent to the Downtown Norfolk Civic League and Downtown Norfolk Council on September 15.

**L. Communication Outreach/Notification**

- Legal notice was posted on the property on September 20.
- Letters were mailed to all property owners within 300 feet of the property on October 12.
- Legal notification was placed in *The Virginian-Pilot* on October 13 and 20.

**M. Recommendation**

Staff recommends that the special exception be **approved** subject to the following conditions:

(a) The hours of operation for the establishment and for the sale of alcoholic beverages for on-premises consumption shall be from 8:00 a.m. until 2:00 a.m. the following morning, seven days a week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 110 seats indoors, 56 seats outdoors located on the ground floor level, 24 seats outdoors located on the rooftop, and the total occupant capacity, including employees, shall not exceed 202 people. The use authorized by this Special Exception shall not commence until a certificate of occupancy reflecting these limits has been issued by the Department of Planning.

(c) No smoking shall be permitted anywhere in the outdoor dining area. Signage notifying patrons of this restriction shall be conspicuously posted.

(d) There shall be no signage or electronic display, including no television or monitor, located on the second floor or rooftop of the building such that it is visible or audible from any portion of a public right-of-way.

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

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

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

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

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

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

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

(l) An ABC manager, employed and compensated by the applicant, shall be present at all events held on the premises. This manager shall supervise the event at all times. The ABC manager shall be present on the premises at least one hour prior to the beginning of the event and shall remain on the premises until the event is concluded and the establishment is secured and locked. If alcohol is not served or consumed, a responsible supervisor, employed and compensated by the applicant, shall perform this function.

(m) In addition to the ABC manager or supervisor, the applicant shall provide such additional paid staff as may be necessary to coordinate, supervise, and manage any event held on the premises.

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

(o) Neither the establishment nor any portion of it shall be leased, let, or used by any third party to stage an event for profit. No outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

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

**Attachments**

Location map
Zoning map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
Notification list of all property owners within 300 feet of the site
Notice to the Downtown Norfolk Civic League and Downtown Norfolk Council
Email of No Objection from the Downtown Norfolk Civic League

**Proponents and Opponents**

**Proponents**

Sture V. Sigfred, Jr., M.D. – Applicant
305 Brooke Avenue, Suite 404
Norfolk, VA 23510

Robert W. McFarland – Representative, legal counsel
9000 World Trade Center
101 W. Main Street
Norfolk, VA 23510

**Opponents**

None

10/26/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO OPERATE AN EATING AND DRINKING ESTABLISHMENT NAMED "LEONE'S" ON PROPERTY LOCATED AT 449 AND 455 GRANBY STREET AND 105 AND 119 WEST CHARLOTTE STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the operation of an eating and drinking establishment named "Leone's" on property located at 449 and 455 Granby Street and 105 and 119 West Charlotte Street. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 57 feet, more or less, along the western line of Granby Street, and 156 feet, more or less, along the southern line of West Charlotte Street; property also fronts 27 feet, more or less, along the northern line of Greens Court and 67 feet, more or less, along the western line of an unnamed 20-foot lane located at the eastern terminus of Greens Court; premises numbered 449 and 455 Granby Street and 105 and 119 West Charlotte Street.

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages for on-premises consumption shall be limited to 8:00 a.m. until 2:00 a.m. the following morning, seven days per week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 110 seats indoors, 56 seats outdoors located on the ground floor level, 24 seats outdoors located on the rooftop, and the total occupant capacity,

including employees, shall not exceed 202 people.

(c) No smoking shall be permitted anywhere in the outdoor dining area. Signage notifying patrons of this restriction shall be conspicuously posted.

(d) There shall be no signage or electronic display, including no television or monitor, located on the second floor or rooftop of the building such that it is visible or audible from any portion of a public right-of-way.

(e) Prior to the issuance of a Certificate of Occupancy, the site shall be improved in accordance with the conceptual site plan attached hereto and marked "Exhibit B," with exact landscape species, placement and height upon installation to be reviewed and approved by the City's Department of Recreation, Parks and Open Space.

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

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

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

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

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

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

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

(m) An ABC manager, employed and compensated by the applicant, shall be present at all events held on the premises. This manager shall supervise the event at all times. The ABC manager shall be present on the premises at least one hour prior to the beginning of the event and shall remain on the premises until the event is concluded and the establishment is secured and locked. If alcohol is not served or consumed, a responsible supervisor, employed and compensated by the applicant, shall perform this function.

(n) In addition to the ABC manager or supervisor, the applicant shall provide such additional paid staff as may be necessary to coordinate, supervise, and manage any event held on the premises.

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

(p) Neither the establishment nor any portion of it shall be leased, let, or used by any third party to stage an event for profit. No outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

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

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

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

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

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

(d) The proposed use and development will be constructed, arranged and operated so as not to interfere with the

use and development of neighboring property in accordance with the applicable district regulations;

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

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

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

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

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

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

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

Section 4:- That the Special Exception granted hereby amends the previously granted special exception permitting the operation of an eating and drinking establishment on this property, adopted on November 25, 2014, (Ordinance No. 45,783) and all provisions and conditions previously approved are entirely superseded by the terms of this Special Exception.

Section 5:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENTS:
Exhibit A (4 pages)
Exhibit B (1 page)

# EXHIBIT "A"
## Description of Operations
## Eating and Drinking Establishment

Date 1 SEPTEMBER 2016

Trade name of business LEONE'S

Address of business 455 GRANBY

Name(s) of business owner(s)* LEONE'S LLC
STURE V. SIGFRED / RONALD A ZOBY

Name(s) of property owner(s)* 455 GRANBY LLC
STURE V. SIGFRED / RONALD A. ZOBY

Daytime telephone number ( 757 ) 544 . 5757

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

**1.** Proposed Hours of Operation:

| Facility | | | Alcoholic Beverage Sales | | |
|---|---|---|---|---|---|
| Weekday | From 8AM | To 2AM | Weekday | From 8AM | To 2AM |
| Friday | From 8AM | To 2AM | Friday | From 8AM | To 2AM |
| Saturday | From 8AM | To 2AM | Saturday | From 8AM | To 2AM |
| Sunday | From 8AM | To 2AM | Sunday | From 8AM | To 2AM |

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

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

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

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

**Exhibit A – Page 2**
**Eating and Drinking Establishment**

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

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

_____

_____

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

6a. If yes, why

_____

_____

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

Monday Tuesday Wednesday Thursday Friday

Saturday Sunday NONE

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

7a. If yes, explain
PHARMACEUTICAL MEETS, BOARD MEETINGS ETC.

_____

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

8a. If yes, explain

_____

_____

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

**Exhibit A – Page 3**

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

**Eating and Drinking Establishment**

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

CURRENTLY OWN/OPERATE: 456 FISH, BODEGA, BIG EASY GRILL & OYSTER BAR, 219 BISTRO, BYRD & BALDWIN BROS

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

**Signature of Applicant**

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

**Exhibit A – Floor Plan(s) Worksheet**
**~~Entertainment~~ Establishment**
Eating + Drinking

- Complete this worksheet based for each floor plan submitted with application.
- Floor plan(s) must be prepared by a registered design professional and include:
  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Disc Jockey/Band/Entertainment area)
  - Outdoor seating
  - Total maximum capacity (including employees)

**1.** Total capacity

**a. Indoor**

| | | 1st floor | 2nd floor |
|---|---|---|---|
| Number of seats (not including bar seats) | 98 | 76 | 22 |
| Number of bar seats | 12 | | |
| Standing room | 0 | | |

**b. Outdoor**

| | |
|---|---|
| Number of seats (grams + charlotte) | 6 along Granby / 50 along Charlotte |
| Rooftop | 24 |

**c. Number of employees** 12

**Total Occupancy**
**(Indoor/Outdoor seats, standing room and employees) =** 202

**2.** Entertainment
List ANY type of entertainment proposed other than a 3 member live band, karaoke, comedian, or poetry reading.

_____

_____

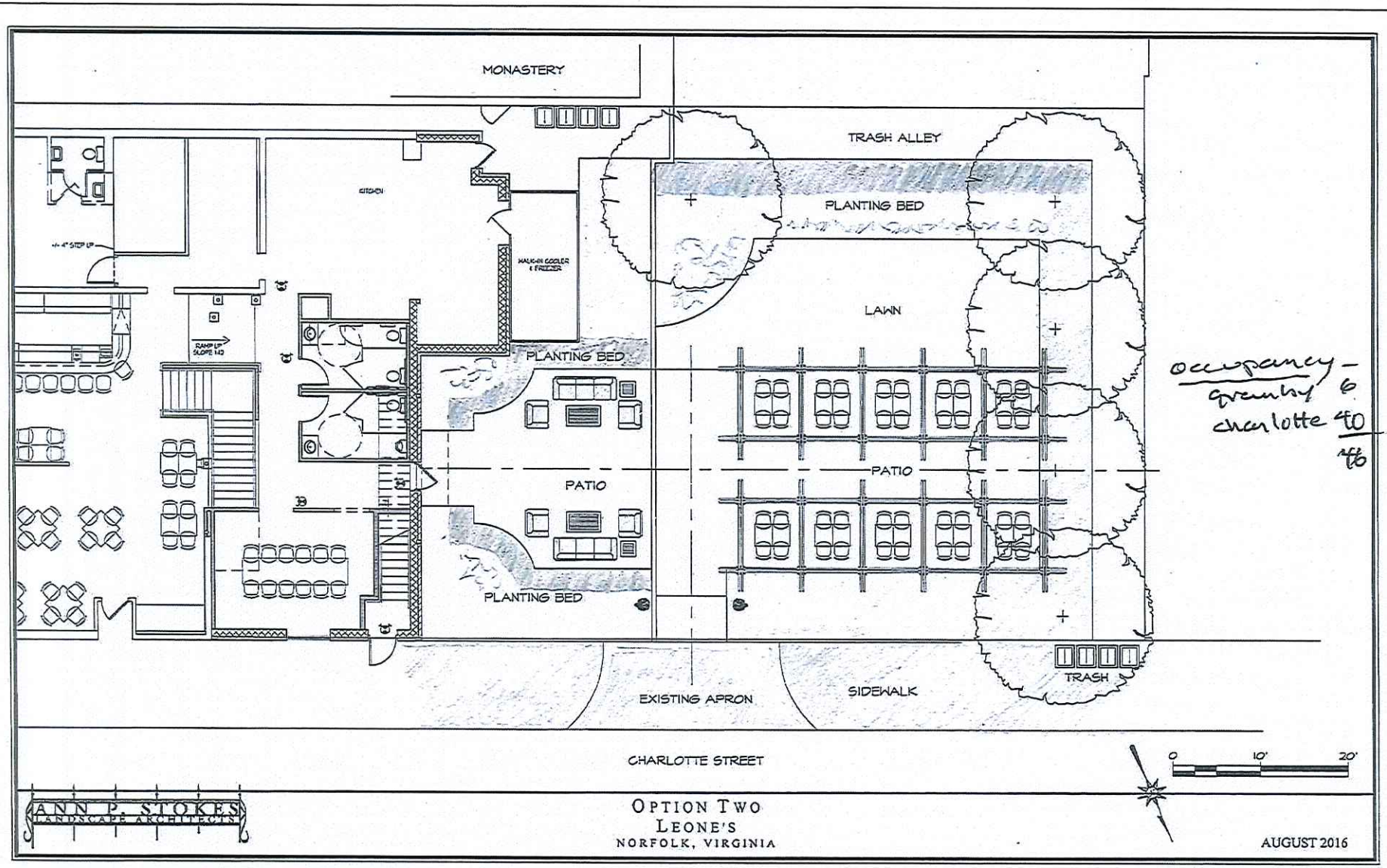
**3.** Will a dance floor be provided?
☐ Yes ☑ No

3a. If yes,
Square footage of establishment _____
Square footage of dance floor _____

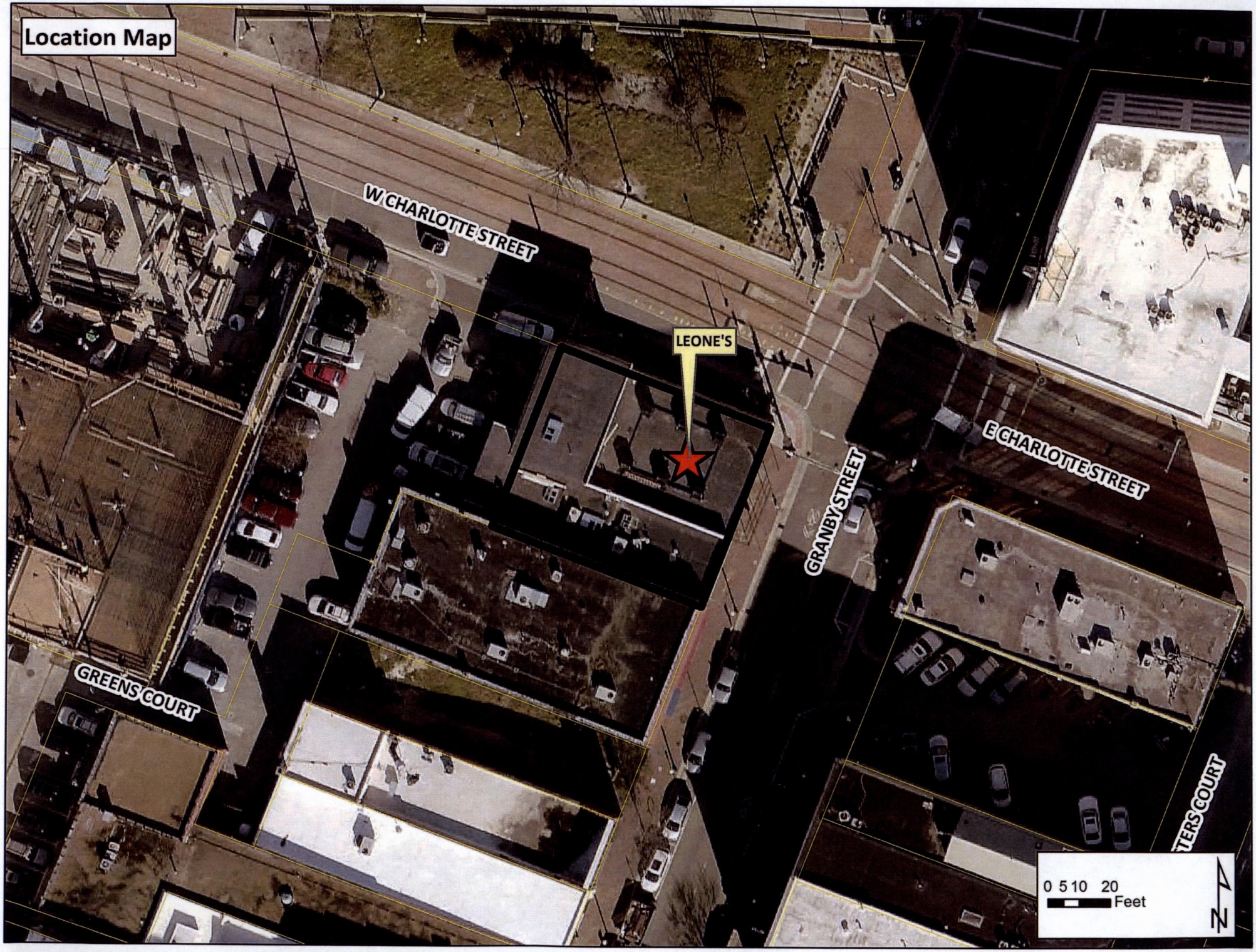
- If a disc jockey is proposed, a dance floor must be provided.
- If the dance floor is more than 10% of the square footage of the establishment, a Dance Hall permit is required.

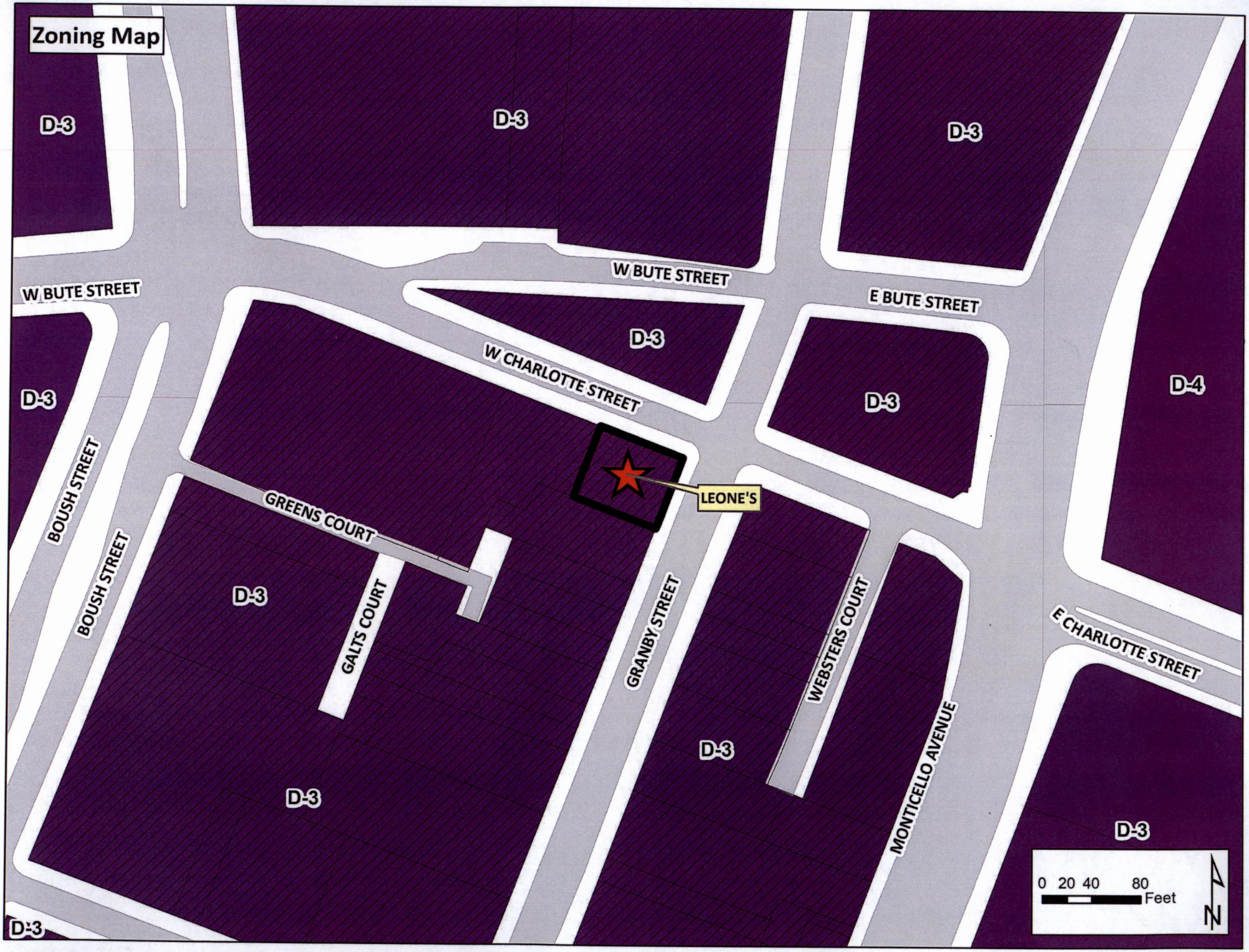
**DEPARTMENT OF CITY PLANNING**
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569

Exhibit B




occupancy -
granby 6
charlotte 40
46


Location Map
W CHARLOTTE STREET
LEONE'S
E CHARLOTTE STREET
GRANBY STREET
GREENS COURT
0 5 10 20
Feet


Zoning Map
D-3
D-3
D-3
W BUTE STREET
W BUTE STREET
E BUTE STREET
D-3
W CHARLOTTE STREET
D-3
D-4
D-3
BOUSH STREET
BOUSH STREET
GREENS COURT
LEONE'S
D-3
GALTS COURT
GRANBY STREET
WEBSTERS COURT
MONTICELLO AVENUE
E CHARLOTTE STREET
D-3
D-3
D-3
D-3
0 20 40 80
Feet
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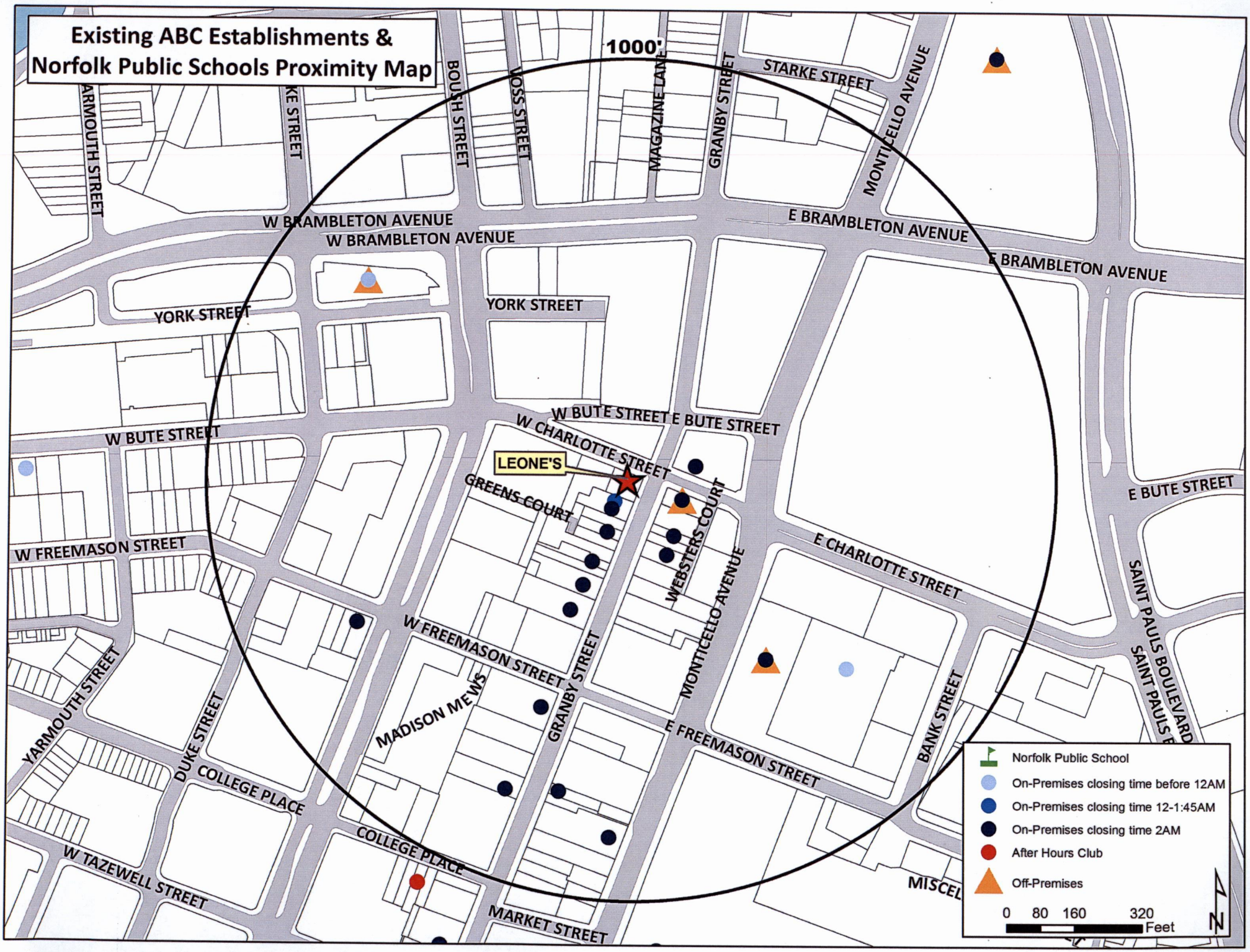

Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
LEONE'S
W BRAMBLETON AVENUE
E BRAMBLETON AVENUE
YORK STREET
W BUTE STREET
E BUTE STREET
W CHARLOTTE STREET
E CHARLOTTE STREET
GREENS COURT
WEBSTERS COURT
W FREEMASON STREET
E FREEMASON STREET
MADISON MEWS
COLLEGE PLACE
W TAZEWELL STREET
MARKET STREET
YARMOUTH STREET
DUKE STREET
BOUSH STREET
VOSS STREET
MAGAZINE LANE
GRANBY STREET
STARKE STREET
MONTICELLO AVENUE
BANK STREET
SAINT PAULS BOULEVARD
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

**APPLICATION**
**ADULT USE SPECIAL EXCEPTION**
**EATING AND DRINKING ESTABLISHMENT**
**(Please print)**

Date 1 SEPTEMBER 2016

**DESCRIPTION OF PROPERTY**

Address 455 GRANBY

Existing Use of Property RESTAURANT UNDER RENNOVATION

Proposed Use RESTAURANT

Current Building Square Footage 4900 SQ'

Proposed Building Square Footage 4900 SQ'

Trade Name of Business (if applicable) LEONE'S

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

LEONE'S LLC

**1.** Name of applicant: (Last) SIGFRED (First) STURE (MI) V

Mailing address of applicant (Street/P.O. Box): 305 BROOKE AVE UNIT 404

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

Daytime telephone number of applicant (757) 544-5757 Fax ( ) —

E-mail address of applicant: ssigfred@cox.net

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

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

**2.** Name of applicant: (Last) _____ (First) _____ (MI) _____

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

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

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

E-mail address of applicant: _____

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

455 GRANBY LLC

**3.** Name of property owner: (Last) SIGFRED ZOBY (First) STURE RON (MI) V A

Mailing address of property owner (Street/P.O. box): 305 BROOKE AVE. UNIT 404

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

Daytime telephone number of owner (757) 544-5757 email: ssigfred@cox.net

**CIVIC LEAGUE INFORMATION**

Civic League contact: KEVIN MURPHY - DOWNTOWN CIVIC LEAGUE

Date(s) contacted: 24 SEPTEMBER 2014 - LTR ATTACHED

Ward/Super Ward information: _____

## REQUIRED ATTACHMENTS

- Required application fee, **$355.00** (if check, make payable to the City of Norfolk).
    - Application fee includes a non-refundable $5 technology surcharge.
- One 8½ inch x 11 inch copy of a floor plan prepared by a registered design professional drawn to scale showing seats/tables, restroom facilities, bar, ingress and egress, standing room, outdoor dining and total maximum capacity (see attached example)
- One 8½ x 14 inch or 11 x 17 inch copy of a physical survey, drawn to scale and showing site conditions and improvements (including portions of the right-of-way to the curb line):
    - Existing and proposed building structures
    - Driveways
    - Parking
    - Landscaping
    - Property lines (see attached example)
- One 8 ½ x 14 inch or 11 x 17 inch copy of a conceptual site plan drawn to scale and showing all proposed site improvements, landscaping, drive aisles and parking with dimensions, and proposed changes to parcel/property lines (including lease lines) if applicable.
- Completed Exhibit A, Description of Operations (attached)

---

**CERTIFICATION**

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

455 GRANBY LLC
**Print name:** STURE V. SIGFRED **Sign:** _____ 9/1/16
(Property Owner) (Date)
RONALD A. ZOBY

**Print name:** STURE V. SIGFRED **Sign:** _____ 9/1/16
(Applicant) (Date)

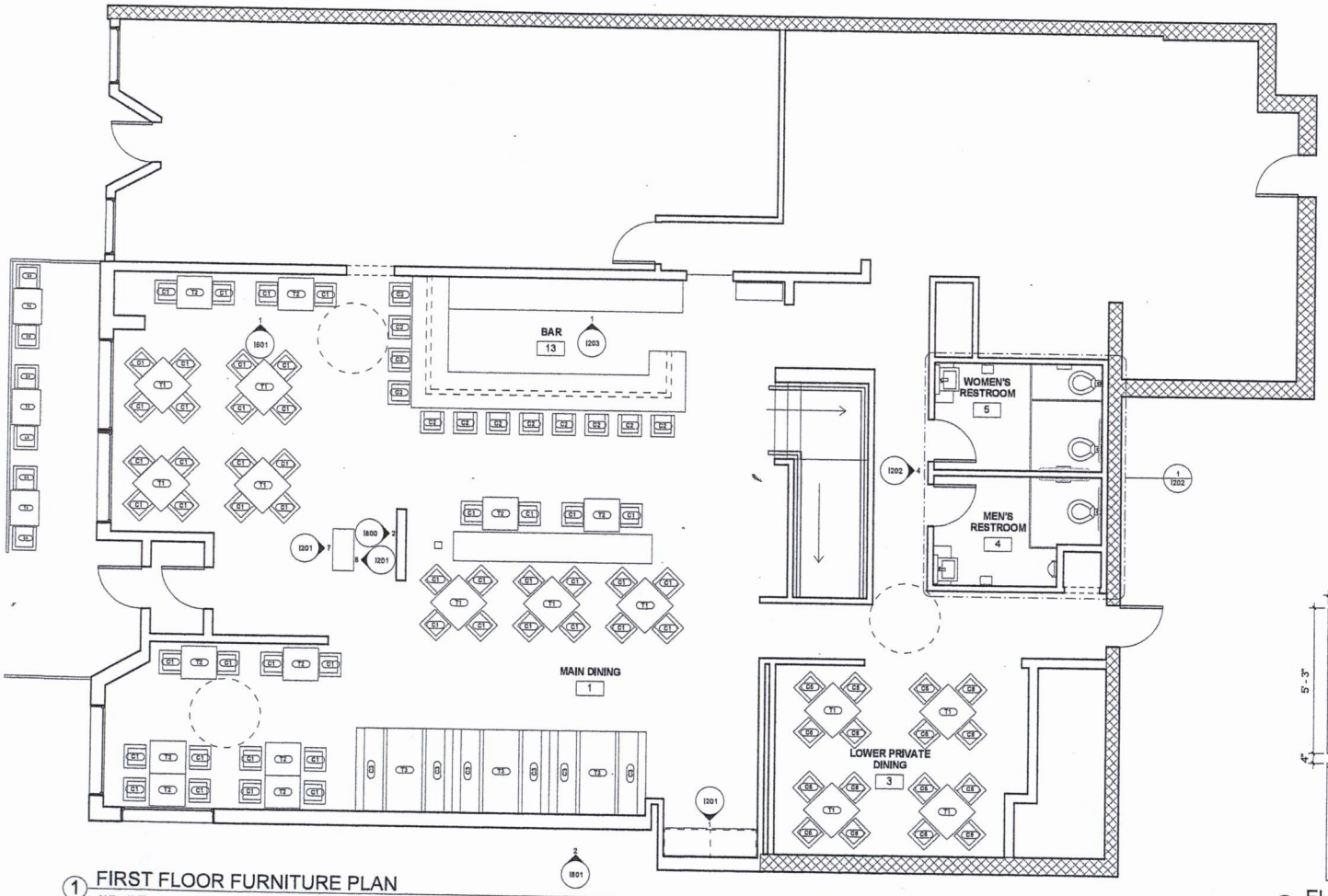
ONLY NEEDED IF APPLICABLE:

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

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

## FURNITURE SCHEDULE

| ITEM NO. | ITEM | QTY | MANUFACTURER | DESCRIPTION |
|---|---|---|---|---|
| A1 | OUTDOOR UMBRELLA | 4 | OVERSTOCK | INTERNATIONAL CARAVAN ALUMINUM TILT AND CRANK 8-FOOT OUTDOOR UMBRELLA, BLACK |
| A2 | BRANCHES AT BOOTH SCREEN | 1 | GOLD LEAF DESIGN GROUP | ALDER POLES, 6' L |
| A3 | UMBRELLA STAND | 4 | OVERSTOCK - TROPISHADE | STEEL PLATE BASE COMMERCIAL GRADE, 50 POUNDS, BLACK |
| C1 | INDOOR MAIN DINING CHAIR | 48 | WAYFAIR - ZIPCODE DESIGN | DIONNE SIDE CHAIR (SET OF 2) |
| C2 | INDOOR BAR STOOL | 12 | WAYFAIR - LATITUDE RUN | SQUARE CONTEMPORARY BAR STOOL (SET OF 2) |
| C3 | STRAIGHT BOOTH | 6 | GUYS UPHOLSTERY | |
| C4 | OUTDOOR DINING CHAIR | 30 | AMKO | AL7715 BLACK |
| C6 | INDOOR PRIVATE DINING CHAIR | 38 | WAYFAIR - ROUNDHILL FURNITURE | URBAN PARSON CHAIR, BROWN |
| T1 | 34" x 34" TABLE TOP | 14 | CAMPOSTELLA | CUSTOM |
| T2 | 28" x 30" TABLE TOP | 15 | CAMPOSTELLA | CUSTOM |
| T3 | 36" x 72" BOOTH TABLE TOP | 3 | CAMPOSTELLA | CUSTOM |
| T4 | 24" X 30" OUTDOOR DINING TABLE | 7 | AFFORDABLE SEATING | ASF-AFTT-SET |
| T5 | 35.5" X 35.5" OUTDOOR DINING TABLE | 4 | AFFORDABLE SEATING | ASF-ALP3636-S |
| T6 | TABLE BASE FOR T1 & T2 | 29 | AMKO | SB2222 REG. HEIGHT, BLACK |
| T7 | TABLE BASE FOR T3 | 6 | AMKO | SB522 T BASE REG. HEIGHT, BLACK (2 PER TABLE TOP) |

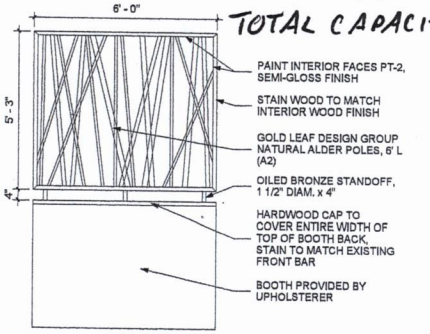



1 FIRST FLOOR FURNITURE PLAN
1/4" = 1'-0"

| OCCUPANCY CALCULATIONS | |
|---|---|
| FIRST FLOOR | |
| SEATS: | 76 |
| BAR SEATS: | 12 |
| STAFF: | 10 |
| FIRST FLOOR TOTAL: | 98 |
| SECOND FLOOR | |
| SEATS: | 22 |
| ROOFTOP SEATS: | 24 |
| STAFF: | 2 |
| SECOND FLOOR TOTAL: | 48 |
| ~~TOTAL OCCUPANT LOAD:~~ | ~~146~~ |

3 OCCUPANCY CALCULATIONS
1/2" = 1'-0"

OUTSIDE SEATS: 56 (ground floor)
TOTAL SEATS: 190
TOTAL CAPACITY: 202




2 ELEVATION - BRANCH SCREEN
1/2" = 1'-0"


within
INTERIOR DESIGN

118 Brooke Avenue
Norfolk, VA 23510
757.224.0489
www.withindesigns.com


PROJECT NAME: Leone's

PROJECT NUMBER: 1629

SEAL / SIGNATURE

REVISION

| △ | DATE | DESCRIPTION |
|---|---|---|

SCALE: As indicated

SHEET NUMBER: I101

SHEET OF

9/7/2016 12:51:14 PM

## FURNITURE SCHEDULE

| ITEM NO. | ITEM | QTY | MANUFACTURER | DESCRIPTION |
|---|---|---|---|---|
| A1 | OUTDOOR UMBRELLA | 4 | OVERSTOCK | INTERNATIONAL CARAVAN ALUMINUM TILT AND CRANK 8-FOOT OUTDOOR UMBRELLA, BLACK |
| A2 | BRANCHES AT BOOTH SCREEN | 1 | GOLD LEAF DESIGN GROUP | ALDER POLES, 6' L |
| A3 | UMBRELLA STAND | 4 | OVERSTOCK - TROPISHADE | STEEL PLATE BASE COMMERCIAL GRADE, 50 POUNDS, BLACK |
| C1 | INDOOR MAIN DINING CHAIR | 48 | WAYFAIR - ZIPCODE DESIGN | DIONNE SIDE CHAIR (SET OF 2) |
| C2 | INDOOR BAR STOOL | 12 | WAYFAIR - LATITUDE RUN | SQUARE CONTEMPORARY BAR STOOL (SET OF 2) |
| C3 | STRAIGHT BOOTH | 6 | GUYS UPHOLSTERY | |
| C4 | OUTDOOR DINING CHAIR | 30 | AMKO | AL7715 BLACK |
| C6 | INDOOR PRIVATE DINING CHAIR | 38 | WAYFAIR - ROUNDHILL FURNITURE | URBAN PARSON CHAIR, BROWN |
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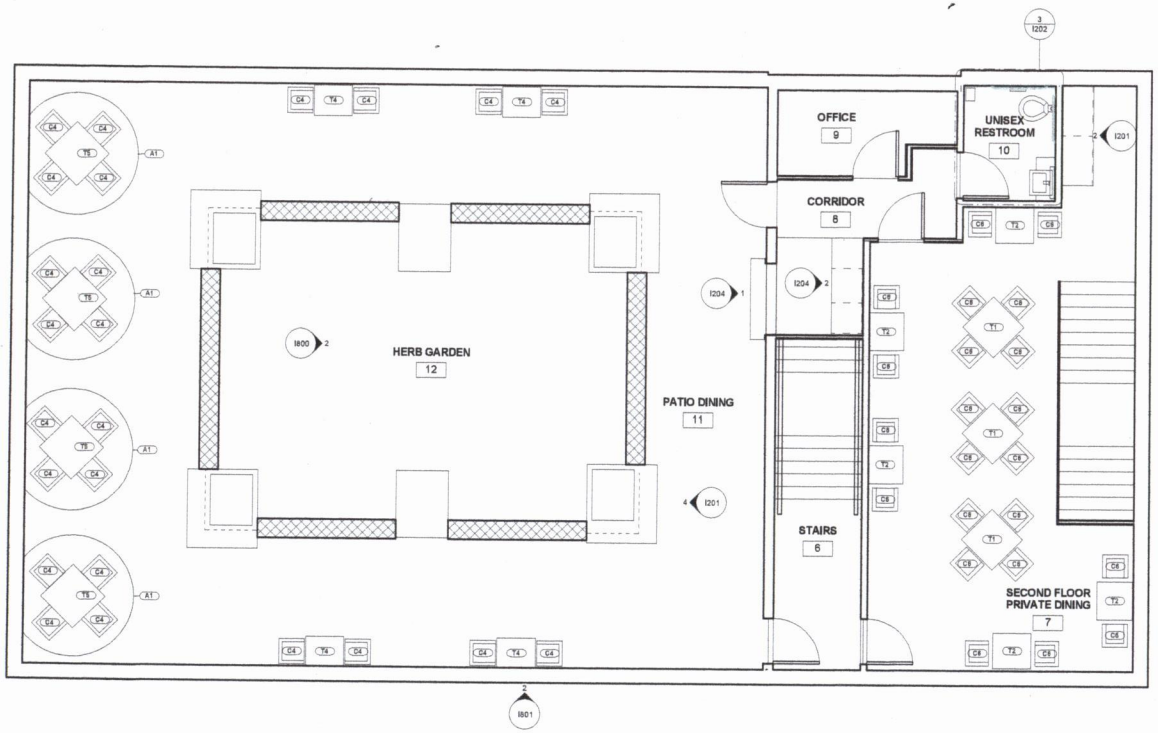
| T2 | 28" x 30" TABLE TOP | 15 | CAMPOSTELLA | CUSTOM |
| T3 | 36" x 72" BOOTH TABLE TOP | 3 | CAMPOSTELLA | CUSTOM |
| T4 | 24" X 30" OUTDOOR DINING TABLE | 7 | AFFORDABLE SEATING | ASF-AFTT-SET |
| T5 | 35.5" X 35.5" OUTDOOR DINING TABLE | 4 | AFFORDABLE SEATING | ASF-ALP3636-S |
| T6 | TABLE BASE FOR T1 & T2 | 29 | AMKO | SB2222 REG. HEIGHT, BLACK |
| T7 | TABLE BASE FOR T3 | 6 | AMKO | SB522 T BASE REG. HEIGHT, BLACK (2 PER TABLE TOP) |




1 SECOND FLOOR FURNITURE PLAN
1/4" = 1'-0"

| OCCUPANCY CALCULATIONS | |
|---|---|
| FIRST FLOOR | |
| SEATS: | 76 |
| BAR SEATS: | 12 |
| STAFF: | 10 |
| FIRST FLOOR TOTAL: | 98 |
| SECOND FLOOR | |
| SEATS: | 22 |
| ROOFTOP SEATS: | 24 |
| STAFF: | 2 |
| SECOND FLOOR TOTAL: | 48 |
| ~~TOTAL OCCUPANT LOAD: 146~~ | |

Outdoor seats (grand floor): 56
Total seats: 190
Total capacity: 202


within
INTERIOR DESIGN

118 Brooke Avenue
Norfolk, VA 23510
757.224.0489
www.withindesigns.com


PROJECT NAME: Leone's

PROJECT NUMBER: 1629

SEAL / SIGNATURE

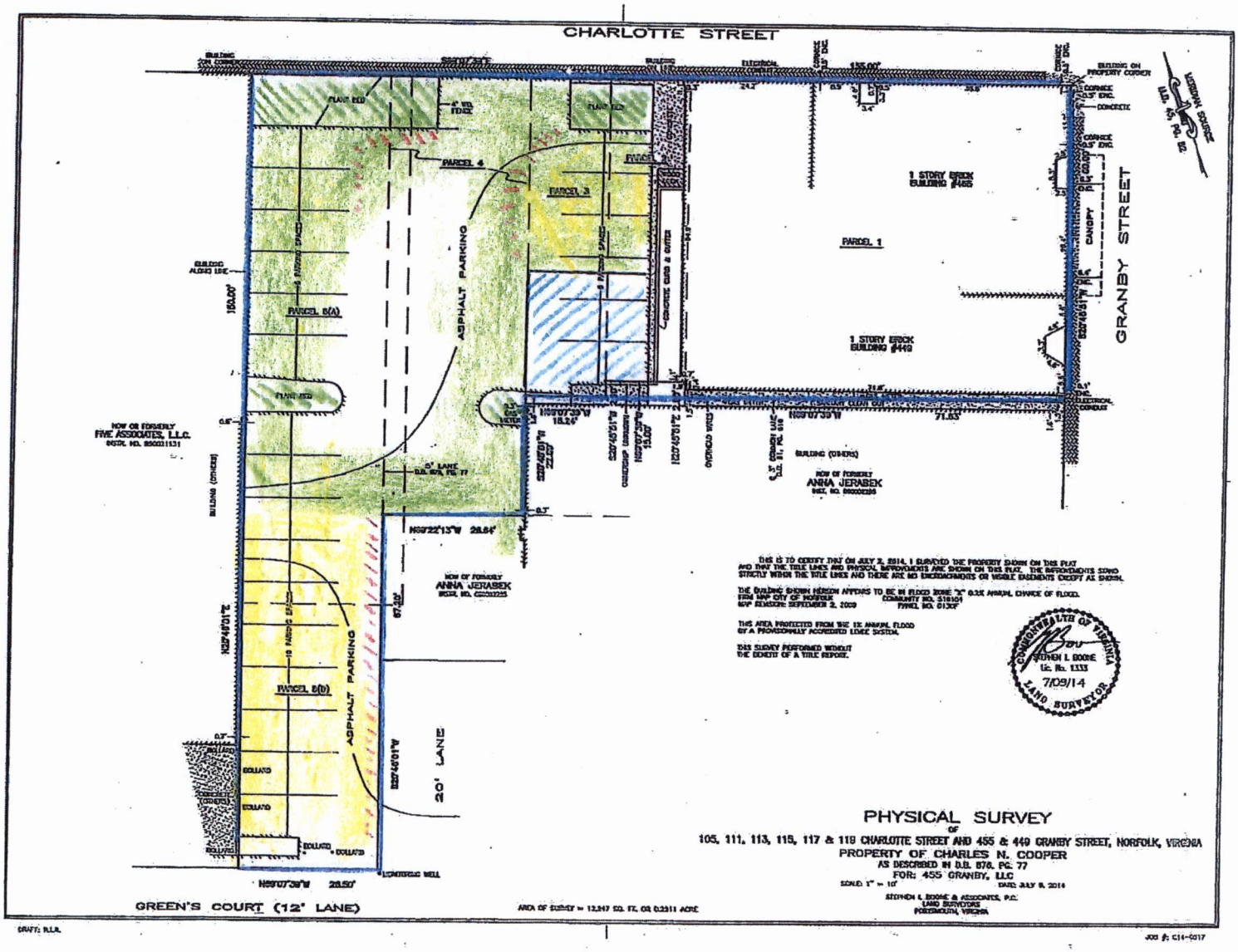
REVISION

| △ | DATE | DESCRIPTION |
|---|---|---|

SCALE: As indicated

SHEET NUMBER: I102
SHEET OF

9/7/2016 2:01:10 PM




PROPERTY LINES

LANDSCAPED

PROPOSED 1 STORY ADDITION

DRIVE/ENTRY

PARKING

LEONE'S DESCRIPTION OF OPERATION

LEONE'S will occupy the former Sirena's restaurant at 455 Granby St. as well as the attached Tony's Barbershop at 449 Granby St. it will be the seventh restaurant owned and operated by Sture V. Sigfred, Jr.MD and Ronald A Zoby. Other restaurants are 456 FISH, BODEGA, 219 AN AMERICAN BISTRO, BIG EASY GRILL AND OYSTER BAR, NORFOLK SEAFOOD CO., and BYRD & BALDWIN BROS. STEAKHOUSE. All venues are in Downtown Norfolk and have operated a combined approximately thirty years without violation of Special Exception or State ABC regulations.

LEONE"S will be and Italian themed venue featuring chef inspired menus emphasizing fresh local products. The venue will boast roof top dining, outside seating and a small retail component offering cheeses, pasta sauces and prepared dishes from our kitchen. Also offered for retail sales will be olives, olive oils and select, largely Italian wines. Restaurant guests will have internal access to the retail space. Wines for sale for off premise consumption will be at both room temperature (red wines) and chilled (white wines). Guests will be able as well to cork and carry home unfinished wine bottles served to them during dinner.

LEONE"S will employ roughly fifteen full and part time employees. Typical hours of operation will be established.

## Leone's - Notification sent to all Property Owners within 300 feet

| Property Owner | Property Address | Mailing Address | | |
|---|---|---|---|---|
| Four-Twenty-One Granby Llc | 421 Granby St | 273 Granby St Ste 300 | Norfolk | VA |
| Montagna, Lucian F Jr Et Als | 437 Granby St | 5520 Janet Dr | Norfolk | VA |
| Oates Enterprises Ii Llc | 434 Granby St | 3613 Prince Andrew Ln | Virginia Beach | VA |
| Ashe-Groove Landmark, Llc | 439 Granby St | 2349 Haversham Close | Virginia Beach | VA |
| Four Forty Granby Llc | 440 Granby St | 3772 Jefferson Blvd | Virginia Beach | VA |
| Ciao Bambino Llc | 425 Monticello Av | 425 Monticello Ave | Norfolk | VA |
| City Of Norfolk | 416 Granby St | 810 Union St Rm 900 | Norfolk | VA |
| City Of Norfolk | 114 W Charlotte St | 810 Union St Rm 900 | Norfolk | VA |
| 456 Granby Street Llc | 446 Granby St | 305 Brooke Ave Unit 404 | Norfolk | VA |
| 456 Granby Street Llc | 452 Granby St | 305 Brooke Ave Unit 404 | Norfolk | VA |
| Epworth M E Church Trs. | 130 W Freemason St | 130 W Freemason St | Norfolk | VA |
| Epworth M E Church Trs. | 130 W Freemason St | 130 W Freemason St | Norfolk | VA |
| U S A | 600 Granby St | P O Box 17181 | Fort Worth | TX |
| Leila, Llc | 500 Granby St 2a | 7464 Millbrook Rd | Norfolk | VA |
| Mendoza, John & Grace | 500 Granby St 2b | 500 Granby St Unit 2b | Norfolk | VA |
| Mendoza, John & Grace | 500 Granby St 2c | 500 Granby St Unit 2b | Norfolk | VA |
| Nguyen, Anh-Tuan V Et Al | 500 Granby St 2d | 309 172nd Pl Se | Mill Creek | WA |
| Menna, Jeffery T | 500 Granby St 2e | 500 Granby St Unit 2e | Norfolk | VA |
| Dandalides, Steven M & Jaeson E | 500 Granby St 2f | 500 Granby St Unit 2f | Norfolk | VA |
| Thompson, Allen | 500 Granby St 3a | 1962 S Crescent Heights Blvd | Los Angeles | CA |
| Jnj Enterprises, Llc | 500 Granby St 3b | 4419 Ocean View Ave | Virginia Beach | VA |
| Barajas, John C & Kristen T | 500 Granby St 3c | 500 Granby St Unit 3c | Norfolk | VA |
| Five Hundred Granby Llc | 500 Granby St 3d | 273 Granby St Ste 300 | Norfolk | VA |
| Hurwitz, Allison M | 500 Granby St 3e | 500 Granby St Unit 3e | Norfolk | VA |
| Mccarthy, Travis | 500 Granby St 3f | 500 Granby St Unit 3f | Norfolk | VA |
| Cyr, Jeffrey | 500 Granby St 4a | 500 Granby St Unit 4a | Norfolk | VA |
| Hixon, James A | 500 Granby St 4b | 3329 Kline Dr | Virginia Beach | VA |
| Quinn, Celia L Et Al | 500 Granby St 4c | 500 Granby St Unit 4c | Norfolk | VA |
| Edwards, Seth L | 500 Granby St 4d | 500 Granby St Unit 4d | Norfolk | VA |
| Weakland, Norman E & Jennifer | 500 Granby St 4e | 500 Granby St Unit 4e | Norfolk | VA |
| Bolch, Gregory | 500 Granby St 4f | 500 Granby St Unit 4f | Norfolk | VA |
| Benbrook, Nolan J | 500 Granby St 5a | 500 Granby St Unit 5a | Norfolk | VA |
| Tucker, Travis | 500 Granby St 5b | 500 Granby St Unit 5b | Norfolk | VA |
| Lane, Jack | 500 Granby St 5c | 513 Coastal Dr | Virginia Beach | VA |
| Kelly, Maurice | 500 Granby St 5d | 905 Catskill Ct Ne | Leesburg | VA |
| Alfonso, Roben E | 500 Granby St 5e | 500 Granby St Unit 5e | Norfolk | VA |
| Irwin, John Et Al | 500 Granby St 5f | 524 Argonne Dr Nw | Atlanta | GA |
| 500 Granby, Llc | 500 Granby St 1 | 273 Granby St Ste 300 | Norfolk | VA |
| Hbh/Urban Investments Llc | 430 Granby St | 1202 Westover Ave | Norfolk | VA |
| Welton Property, Llc | 435 Monticello Av 1 | 273 Granby St Ste 300 | Norfolk | VA |
| Williams, Zachary J | 435 Monticello Av 200-A | 435 Monticello Ave Unit 200a | Norfolk | VA |
| Place, Joseph N & Kathryn | 435 Monticello Av 200-B | 435 Monticello Ave Unit 200b | Norfolk | VA |
| Frazier, Timothy S | 435 Monticello Av 200-C | 435 Monticello Ave Unit 200c | Norfolk | VA |
| Chapman, Donald E Et Al | 435 Monticello Av 200-D | 435 Monticello Ave Unit 200d | Norfolk | VA |
| Espiritu, Esther G | 435 Monticello Av 300-A | 3375 Gamage Dr | Norfolk | VA |
| Long, Avery Brockman | 435 Monticello Av 300-B | 435 Monticello Ave Unit 300b | Norfolk | VA |
| Broderick, Mandy I | 435 Monticello Av 300-C | 435 Monticello Ave Unit 300c | Norfolk | VA |
| Irwin, John A Etal | 435 Monticello Av 300-D | 524 Argonne Dr Nw | Atlanta | GA |
| Johnson, Paige Christian | 435 Monticello Av 400-A | 435 Monticello Ave Unit 400a | Norfolk | VA |
| Hall, Stephen C | 435 Monticello Av 400-B | 435 Monticello Ave Unit 400b | Norfolk | VA |
| Jerome, James P | 435 Monticello Av 400-C | 435 Monticello Ave Unit 400c | Norfolk | VA |
| Gray, James R | 435 Monticello Av 400-D | 435 Monticello Ave Unit 400d | Norfolk | VA |
| Lilly, Mark J Et Al | 435 Monticello Av 500-A | 435 Monticello Ave Unit 500a | Norfolk | VA |
| Mlligan, Leslie A | 435 Monticello Av 500-B | 435 Monticello Ave Unit 500b | Norfolk | VA |
| Carter, Michael J Et Al | 435 Monticello Av 500-C | 1280 Riverside Dr | Aspen | CO |
| Andrews, Bradley S & Melissa A | 435 Monticello Av 500-D | 435 Monticello Ave Unit 500-D | Norfolk | VA |
| Welton Property, Llc | 445 Monticello Av | 273 Granby St Ste 300 | Norfolk | VA |

| | | | | |
|---|---|---|---|---|
| City Of Norfolk | 400 Granby St | 810 Union St Rm 900 | Norfolk | VA |
| Webb, Amos T & Donna Kerr | 426 Granby St 2a | 426 Granby St Unit 2a | Norfolk | VA |
| Howard, Hugh Wyman, Iii | 426 Granby St 2b | 426 Granby St Unit 2-B | Norfolk | VA |
| Pitney, Adam W | 426 Granby St 2c | 9405 Sharla Dr | River Ridge | LA |
| Blakely, Garth | 426 Granby St 3a | 426 Granby St Unit 3a | Norfolk | VA |
| Levy, Alexander | 426 Granby St 3b | 426 Granby St Unit 3b | Norfolk | VA |
| Ashton, Stuart | 426 Granby St 3c | 7414 Lake Geneva Dr | Corpus Christi | TX |
| Growing Norfolk, Llc | 427 Granby St | 427 Granby St | Norfolk | VA |
| Growing Norfolk, Llc | 429 Granby St | 427 Granby St | Norfolk | VA |
| 455 Granby Llc | 115 W Charlotte St | 1423 N Great Neck Rd Ste 105 | Virginia Beach | VA |
| Retail At The Hofflin, Llc | 426 Granby St 1 | 2349 Haversham Close | Virginia Beach | VA |
| Usa | 601 Granby St | Po Box 3215 | Norfolk | VA |
| 450 Boush Llc | 450 Boush St | 207 Granby St Ste 203 | Norfolk | VA |
| 450 Boush Llc | 450 Boush St | 207 Granby St Ste 203 | Norfolk | VA |
| 450 Boush Llc | 450 Boush St | 207 Granby St Ste 203 | Norfolk | VA |
| 450 Boush Llc | 450 Boush St | 207 Granby St Ste 203 | Norfolk | VA |
| 450 Boush Llc | 450 Boush St | 207 Granby St Ste 203 | Norfolk | VA |
| 450 Boush Llc | 450 Boush St | 207 Granby St Ste 203 | Norfolk | VA |
| 450 Boush Llc | 450 Boush St | 207 Granby St Ste 203 | Norfolk | VA |
| Jerabek, Anna | 441 Granby St | 1637 Whitehorn Rd | Virginia Beach | VA |
| 433 Granby Street, Llc | 433 Granby St | 427 Granby St | Norfolk | VA |
| North Property, Llc | 431 Granby St | 431 Granby St | Norfolk | VA |
| Sigfred, Sture V Jr | 442 Granby St | 305 Brooke Ave Unit 404 | Norfolk | VA |
| 455 Granby Llc | 105 W Charlotte St | 1423 N Great Neck Rd Ste 105 | Virginia Beach | VA |
| 455 Granby Llc | 105 W Charlotte St | 1423 N Great Neck Rd Ste 105 | Virginia Beach | VA |
| 455 Granby Llc | 105 W Charlotte St | 1423 N Great Neck Rd Ste 105 | Virginia Beach | VA |
| Sor Norfolk, Llc | 430 Boush St | 430 Boush St | Norfolk | VA |
| Gnk, Llc | 416 Boush St | Po Box 11659 | Norfolk | VA |
| Gnk, Llc | 416 Boush St | Po Box 11659 | Norfolk | VA |
| Gnk, Llc | 416 Boush St | Po Box 11659 | Norfolk | VA |
| 415 Granby, Llc | 411 Granby St | Po Box 11659 | Norfolk | VA |
| Marathon Development Group Inc | E S Galts Ct | Po Box 11659 | Norfolk | VA |
| Openmfg Holdings, Llc | 118 W Bute St | 119 W York St | Norfolk | VA |
| Ciao Bambino Llc | 418 Granby St | 425 Monticello Ave | Norfolk | VA |

## McDonald, Colette

**From:** McDonald, Colette
**Sent:** Thursday, September 15, 2016 12:23 PM
**To:** 'dncl@welovenorfolk.org'; Miller, Mary
**Cc:** Whibley, Terry; McClellan, Andria; Simons, Matthew; Howard, Oneiceia
**Subject:** New Planning Commission Application - 105 W. Charlotte Street
**Attachments:** application.pdf

Mr. Murphy and Mrs. Miller,

Attached please find an application from **LEONE'S,** for a special exception to expand an eating and drinking establishment at 105 W. Charlotte Street.

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

The item is tentatively scheduled for the October 27, 2016 Planning Commission public hearing.

Thank you,

Colette McDonald
City of Norfolk Planning Technician

THE CITY OF NORFOLK
Planning Department
810 Union Street | Suite 508
Norfolk, VA 23510
Email | Colette.McDonald@Norfolk.gov
Phone | (757) 664-6771

## McDonald, Colette

**From:** Kevin R. Murphy <krmurphy@verizon.net>
**Sent:** Thursday, September 15, 2016 2:59 PM
**To:** McDonald, Colette
**Subject:** RE: New Planning Commission Application - 105 W. Charlotte Street
**Attachments:** application.pdf

Hi Colette,

The DNCL does not object to this application.

Kevin

---

**From:** McDonald, Colette [mailto:Colette.McDonald@norfolk.gov]
**Sent:** Thursday, September 15, 2016 12:23 PM
**To:** dncl@welovenorfolk.org; Miller, Mary <mmiller@downtownnorfolk.org>
**Cc:** Whibley, Terry <Theresa.Whibley@norfolk.gov>; McClellan, Andria <Andria.McClellan@norfolk.gov>; Simons, Matthew <Matthew.Simons@norfolk.gov>; Howard, Oneiceia <Oneiceia.Howard@norfolk.gov>
**Subject:** New Planning Commission Application - 105 W. Charlotte Street

Mr. Murphy and Mrs. Miller,

Attached please find an application from **LEONE'S,** for a special exception to expand an eating and drinking establishment at 105 W. Charlotte Street.

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

The item is tentatively scheduled for the October 27, 2016 Planning Commission public hearing.

Thank you,

Colette McDonald
City of Norfolk Planning Technician

THE CITY OF NORFOLK
Planning Department
810 Union Street | Suite 508
Norfolk, VA 23510
Email | Colette.McDonald@Norfolk.gov
Phone | (757) 664-6771

C: Dir.,Public Works

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

November 15, 2016

From: David L. Ricks, Director of Public Works

**Subject**: VDOT FY 2018 Revenue Sharing Program – ADA Ramp Improvements, Phase IV Project; Complete Streets Initiative at Calvary Towers Project; and Improvements to Chesapeake Boulevard

Reviewed: _____
Wynter C. Benda, Deputy City Manager

**Ward/Superward**: Citywide

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **R-3**

I. **Recommendation:** Adopt Resolution

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is a resolution to support three transportation projects, and to request funding in the amount of $3,500,000 for those projects, through the FY 2018 Virginia Department of Transportation ("VDOT") Revenue Sharing Program (the "program").

IV. **Analysis**

- VDOT has accepted the City of Norfolk's (the "City's") applications for the program pending the adoption of a resolution in support of the following projects: 1) ADA Ramp Improvements, Phase IV Project; 2) Complete Streets Initiative at Calvary Tower Project; and 3) Improvements to Chesapeake Boulevard between the Five Point Intersection and Little Creek Road (collectively "the projects").
- FY 2018 revenue sharing funds are being requested to fund the preliminary engineering and construction of the projects.
- The projects will be significant in fulfilling the City's vision and priorities for accessibility, mobility and connectivity, and fostering safe, healthy and inclusive communities by improving the City's infrastructure, while increasing the safety of pedestrians and bicyclists.

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

## V. Financial Impact

The program funding requires at fifty percent local cash match of $1,750,000. Funding participation of the City's share of the projects will come from Public Works FY 2018 Capital Improvement Program funds.

**Cost Breakdown**

| Project | VDOT FY 2018 Revenue Sharing (50%) | Required City Match (50%) | Total Funding Project |
|---|---|---|---|
| 1. ADA Ramp Improvements, Phase 4 | $250,000 | $250,000 | $500,000 |
| 2. Complete Street Initiative: Virginia Beach Boulevard / Calvary Towers | $75,000 | $75,000 | $150,000 |
| 3. Improvements to Chesapeake Boulevard between Five Points Intersection and Little Creek Road | $1,425,000 | $1,425,000 | $2,850,000 |
| **Totals:** | **$1,750,000** | **$1,750,000** | **$3,500,000** |

## VI. Environmental

There is no environmental impact associated with this matter.

## VII. Community Outreach/Notification

Coordination with the neighborhood civic leagues, the Bicycle and Pedestrian Task Force and adjacent businesses will be made prior to construction of these improvements. In addition, 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:

- Resolution
- Project Executive Summaries

10/26/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

# Resolution

A RESOLUTION SUPPORTING THREE TRANSPORTATION PROJECTS AND REQUESTING FUNDING FOR SUCH PROJECTS IN THE AMOUNT OF $3,500,000 THROUGH THE FY2018 VIRGINIA DEPARTMENT OF TRANSPORTATION REVENUE SHARING PROGRAM.

- - -

WHEREAS, the City of Norfolk ("City") supports three projects and desires to submit applications for an allocation of funds up to $3,500,000 through the Virginia Department of Transportation ("VDOT") FY2018 Revenue Sharing Program; now, therefore

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

Section 1:- That the City hereby expresses its support for 1) the ADA Ramp Improvements, Phase IV Project, 2) the Complete Streets Initiative at Calvary Towers Project, and 3) Improvements to Chesapeake Boulevard between the Five Points Intersection and Little Creek Road and hereby requests funding for the projects of up to $3,500,000 through the VDPT FY2018 Revenue Sharing Program.

Section 2:- That the proper officers of the City are authorized to do all things necessary to meet the requirements for allocation of these funds.

Section 3:- That this resolution shall be in effect from and after its adoption.

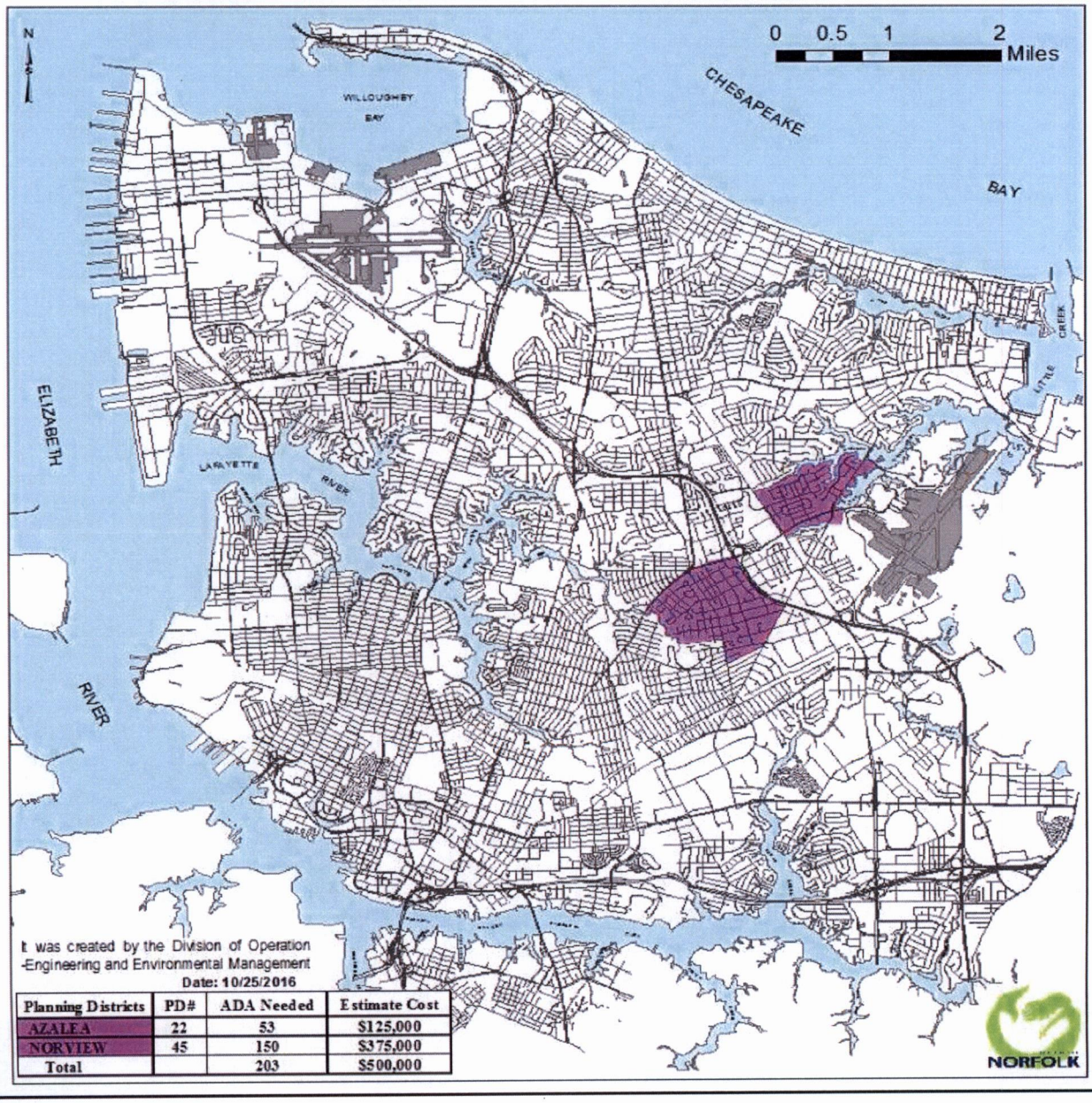
# Revenue Sharing Project: FY2018 ADA Ramps, Phase IV
# Executive Summary

***Project Location:*** Construction of ADA ramps will take place in Planning Districts 22 and 45. Within Planning District 22 construction will take place in Norview. Within Planning District 45 construction will take place in Azalea.

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

***Total Project Costs:*** $500,000

## ADA Ramp Installation
## FY2018 VDOT Revenue Sharing Plan




It was created by the Division of Operation -Engineering and Environmental Management
Date: 10/25/2016

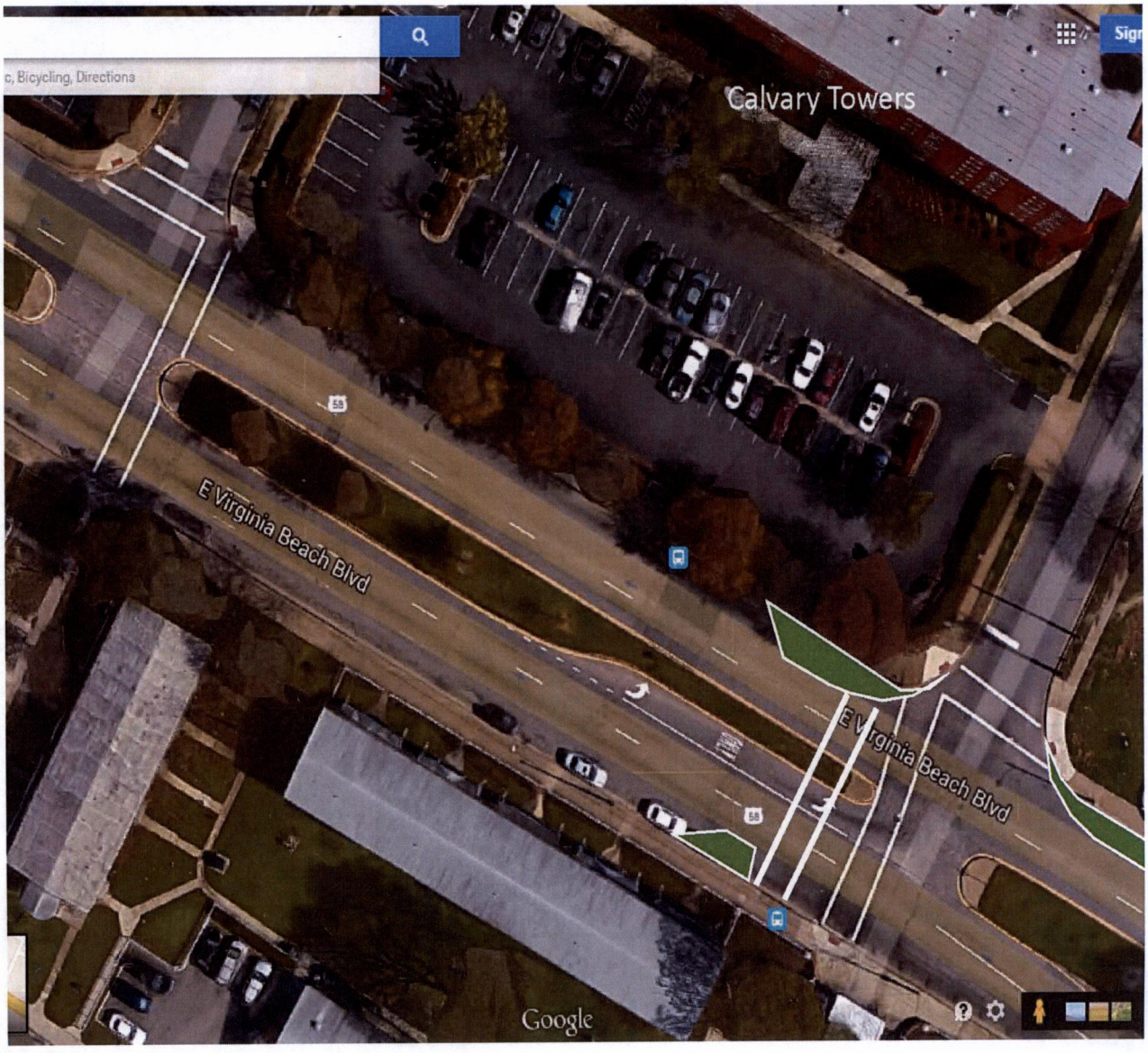
| Planning Districts | PD# | ADA Needed | Estimate Cost |
|---|---|---|---|
| AZALEA | 22 | 53 | $125,000 |
| NORVIEW | 45 | 150 | $375,000 |
| Total | | 203 | $500,000 |

# Revenue Sharing Project: Complete Streets – Virginia Beach Boulevard at Calvary Towers
# Executive Summary

***Project Location:*** Construction will take place along Virginia Beach Boulevard and at the intersection of Virginia Beach Boulevard and Chapel Street.

**Project Overview:** This proposed project will add pedestrian devices and other safety improvements to the intersection of Virginia Beach Boulevard with Chapel Street. Access ramps and crosswalks along this busy section of Virginia Beach Boulevard will also be updated.

***Total Project Costs:*** $150,000



# Revenue Sharing Project: Chesapeake Boulevard, Five Points to Little Creek Road
# Executive Summary

***Project Location:*** Pavement Rehabilitation will take place along Chesapeake Boulevard between the Five Points Intersection and Little Creek Road.

**Project Overview:** This proposed project will construct pedestrian safety features, install ADA ramps, and replace the concrete portion of the intersection with asphalt along a busy section of Chesapeake Boulevard.

***Total Project Costs:*** $2,850,000

C: Dir., Public Works; Dir., Rec. & Open Space

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

November 15, 2016

From: David L. Ricks, Director of Public Works

**Subject**: Applications to VDOT's FY2018 Revenue Sharing Program for three project applications

Reviewed: Wynter C. Benda, Deputy City Manager

**Ward/Superward**: All

Approved:

**Item Number:**

Marcus D. Jones, City Manager

I. **Recommendation:** Adopt Resolution

II. **Applicant:** City of Norfolk

III. **Description:**

This agenda item is a resolution to allow the City of Norfolk to apply for Revenue Sharing Program funding in the amount of up to $3,500,000 through the Virginia Department of Transportation's FY2018 Revenue Sharing Program. The project applications proposed for the FY2018 Revenue Sharing Program are: 1) ADA Ramps, Phase IV, 2) Complete Streets Initiative: Virginia Beach Boulevard Calvary Towers, and 3) Improvements to Chesapeake Boulevard, between Five Points Intersection and Little Creek Road.

IV. **Analysis:**

- VDOT has accepted Norfolk's applications for its Revenue Sharing Program pending the adoption of a Resolution of support for these projects.
- FY2018 Revenue Sharing funds are being requested to fund the preliminary engineering and construction of three, high priority transportation projects.
- If Revenue Sharing funding is granted, these three 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:**

Revenue Sharing funding requires a 50% local match. Funding participation of the City's share of the three projects will come from the FY2018 Department of Public Works Capital Improvement Program (CIP) funds. The construction of all of these 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 | VDOT FY18 Revenue Sharing (50%) | Required City Match (50%) | Total Project Funding |
|---|---|---|---|
| 1. ADA Ramp Improvements, Phase 4 | $250,000 | $250,000 | $500,000 |
| 2.Complete Streets Initiative: Virginia Beach Blvd./Calvary Towers | $75,000 | $75,000 | $150,000 |
| 3.Improvements to Chesapeake Boulevard between Five Points intersection and Little Creek Road | 1,425,000 | 1,425,000 | 2,850,000 |
| **Totals:** | **$1,750,000** | **$1,750,000** | **$3,500,000** |

**VI. Environmental:**

N/A

**VII. Community Outreach/Notification:**

Coordination with Civic Leagues, the Bicycle and Pedestrian Task Force and adjacent businesses will be made prior to construction of these improvements.

**VIII. Board/Commission Action:**

N/A

**IX. Coordination/Outreach:**

This letter has been coordinated with the City Attorney's office.

Supporting Material from the Department of Public Works:

- Resolution
- Project Executive Summaries

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**Agenda Overview**

VDOT FY2018 Revenue Sharing Program— Three Project Applications

If approved, the Virginia Department of Transportation (VDOT) will consider the City of Norfolk's applications for funding through the commonwealth's Revenue Sharing Program.

Approval is recommended.

Marcus, please approve text for Agenda Overview

❒ Approved

❒ Approved with changes

---

**From Department Head to City Manager**

- This Resolution allows the city applications to be evaluated for VDOT FY2018 Revenue Sharing Program funds in the amount of up to $3,500,000.
- The City's 50% local match of $1,750,000 will be from FY2018 CIP funds.
  The proposed projects submitted for the FY2018 Revenue Sharing funds are: 1) ADA Ramps, Phase IV, 2) Complete Streets Initiative: Pedestrian Safety Improvements at Virginia Beach Boulevard/Calvary Towers, and 3) Improvements to Chesapeake Boulevard between Five Points Intersection and Little Creek Road.
- Upon adoption of the Resolution, VDOT will evaluate its support of the submitted applications.

C: Dir., Public Works

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

November 15, 2016

From: David Ricks, Director of Public Works

**Subject**: Encroach into the right-of-way at 1916 Colonial Avenue with four existing light poles

Reviewed: _____
Wynter C. Benda, Deputy City Manager

**Ward/Superward**: 2/6

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **R-4**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Bank of America Corporation
101 N. Tryon Street
Charlotte, North Carolina 28255

III. **Description:**
This agenda item is an ordinance to permit Bank of America Corporation ("BOA") to encroach into the City of Norfolk's (the "City's") right-of-way at 1916 Colonial Avenue with four existing light poles.

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 BOA to continue using four existing light poles to illuminate the walkway of their business entrance at 1916 Colonial Avenue.

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 have reviewed this request for encroachment and offer no objections. Review and approval by the Architectural Review Board and the City Planning Commission is not required.

**IX. Coordination/Outreach:**

This letter 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

10/6/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE PERMITTING BANK OF AMERICA CORPORATION TO ENCROACH INTO THE RIGHT-OF-WAY OF COLONIAL AVENUE WITH FOUR EXISTING LIGHT POLES.

- - -

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

Section 1:- That permission is hereby granted to Bank of America Corporation ("BoA") to encroach into the right-of-way at 1916 Colonial Avenue with four existing light poles, 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, BoA, or its successors and assigns, shall immediately remove the encroaching structures.

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

(3) That BoA, 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 BoA, and its successors and assigns, for any injury to, or death of any person or persons, or for any damage to, or destruction of property resulting from the installation, maintenance, or existence of said encroaching structures, with

evidence of such insurance being provided to the City.

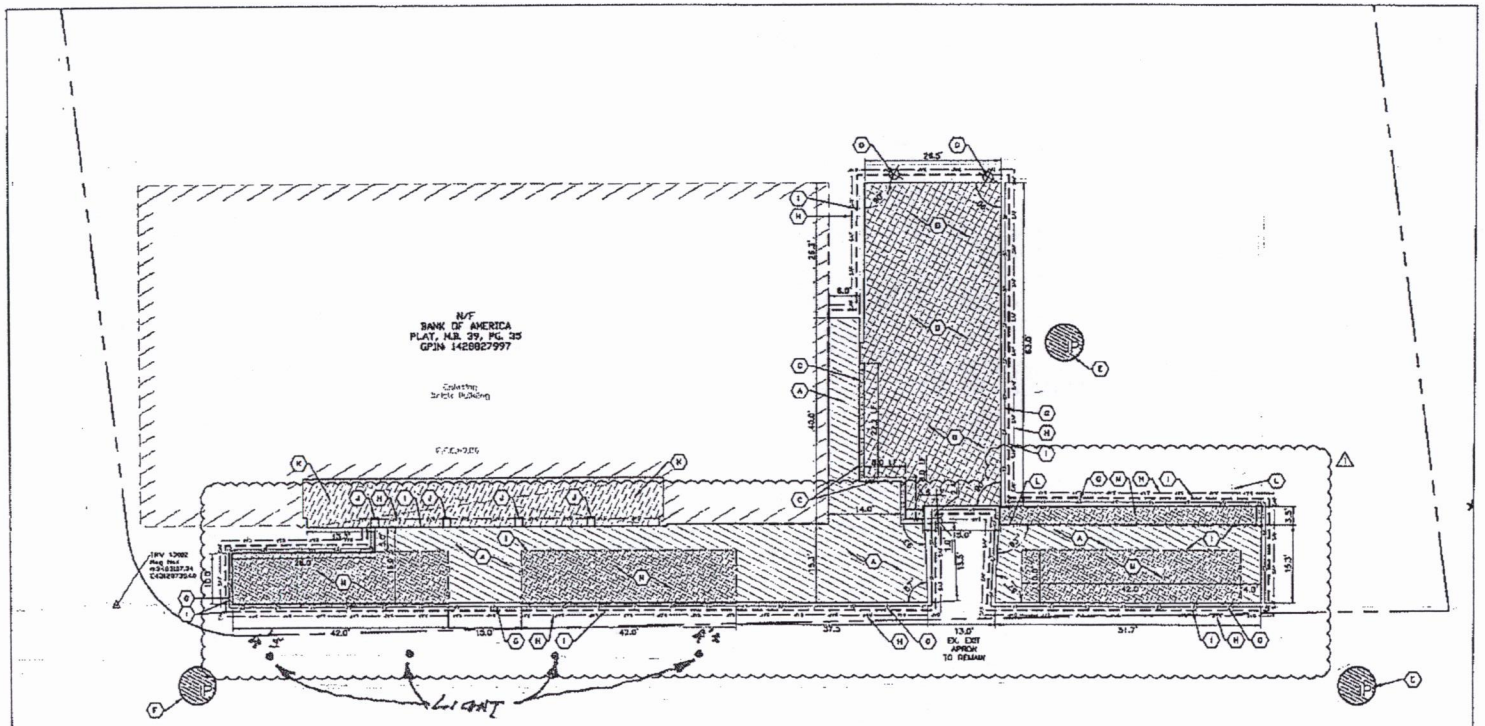
(4) That the City shall not be responsible for any damage to the encroaching structures, including replacement and reinstallation costs, resulting from the City's operation, maintenance, repair, or replacement of any utilities located in the right-of-way at the property address of 1916 Colonial Avenue.

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

Section 3:- That the use of the said encroaching structures shall be deemed an acceptance by BoA, 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




2. DEMOLITION PLAN

SCALE: 1" = 10'-0"

## GENERAL NOTES:

1. ALL TRAFFIC CONTROL SIGNAGE AND STRIPING TO CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
2. ALL PAVEMENT CUTS SHALL BE MADE BY SAW CUTS AT NEAREST CONTROL OR EXPANSION JOINT. EXISTING ELEVATIONS SHALL BE FIELD VERIFIED AND MATCHED.
3. CONTRACTOR TO COORDINATE ANY CHANGES IN FIELD CONDITIONS THAT MAY REVISE THE DESIGN WITH ARCHITECT / ENGINEER PRIOR TO PROCEEDING.
4. CONTRACTOR IS RESPONSIBLE TO REPLACE AND/OR REPAIR ANY DAMAGES TO THE EXISTING LANDSCAPE, IRRIGATION, POWER AND/OR HARDSCAPE.

## DEMOLITION NOTES:

A. SAW CUT AND REMOVE EXISTING CONCRETE SIDEWALK AT NEAREST CONTROL OR EXPANSION JOINT

B. SAW CUT AND REMOVE EXISTING CONCRETE PAVEMENT AT NEAREST CONTROL OR EXPANSION JOINT

C. SAW CUT AND REMOVE CONCRETE CURB

D. REMOVE EXISTING SIGN

E. DROP INLET TO REMAIN AND BE PROTECTED – SEE DETAIL 1/C2.00

F. CURB INLET TO REMAIN AND BE PROTECTED – SEE DETAIL 2/C2.00

G. SILT FENCE – SEE DETAIL 3/C2.00

H. SAFETY FENCE – SEE DETAIL 4/C2.00

I. LIMITS OF CONSTRUCTION – 5,000 SF TOTAL (0.11 AC)

–UNDISTURBED AREA – FILL: THE SOIL BENEATH THE EX. PAVEMENT NOT TO BE EXPOSED OR DISTURBED – ±3,500 SF (0.08 AC)

–DISTURBED AREA (PLANTING BEDS) – CUT: DISTURB THE SOIL BENEATH THE EX. PAVEMENT – 1,500 SF (0.03 AC)

J. BUILDING COLUMNS TO REMAIN AND BE PROTECTED DURING CONSTRUCTION

K. TERRAZZO TILE TO REMAIN AND BE PROTECTED DURING CONSTRUCTION

L. EXISTING BANK SIGNS TO REMAIN AND BE PROTECTED DURING CONSTRUCTION

M. SAW CUT AN REMOVE EXISTING CONCRETE SIDEWALK AT NEAREST CONTROL OR EXPANSION JOINT. PREPARE FOR NEW LANDSCAPE AREA: REMOVE TOP 4" OF SOIL/GRAVEL. SCARIFY SOIL TO 24" DEEP, REMOVE ANY REMAINING GRAVEL AND ADD 4" OF NEW TOP SOIL.

## NOTE:

1. DIMENSIONS ARE APPROXIMATE – SAW CUT A NEAREST EXPANSION OR CONTROL JOINT.
2. HAND DIG NEAR UNDERGROUND TELEPHONE LINE, AS NECESSARY.

811 Know what's below. Call before you dig.

**CAUTION!!!**
The locations and elevations of existing underground utilities as shown on this drawing are only APPROXIMATE. No guarantee in either expressed or implied as to the completeness of accuracy thereof. The contractor shall be exclusively responsible for determining the exact utility locations and elevations prior to the start of construction

GRAPHIC SCALE

10 0 5 10 20 40

1" = 10'-0"

# Bank of America Colonial Avenue ADA Renovation

1916 Colonial Avenue
Norfolk, VA 23517

SERIAL NUMBER: VA6-911
NRSP VERSION:
BULLETIN:

LITTLE

www.littlecastles.com

| Issue | Date & Issue Description | By | Chkd |
|---|---|---|---|
| 01 | 03/03/16 OWNER REVIEW SUBMITTAL | | |
| 02 | 03/15/16 PERMIT SUBMISSION | | |
| 03 | 07/11/16 CITY COMMENTS | | |

Project Name
Bank of America – Colonial Ave ADA
223-5388-00

Description
DEMOLITION PLAN & EROSION AND SEDIMENT CONTROL PLAN

C1.10

C: Dir., Public Works

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

November 15, 2016

From: David Ricks, Director of Public Works

**Subject**: Amend § 41.1-23 of the *Norfolk City Code* to ensure stormwater utility requirements are in compliance with §15.2-2114 of the *Code of Virginia*

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, Department of Public Works

III. **Description:**
This agenda item is an ordinance to amend the *Norfolk City Code* so as to add a new subsection (f) to § 41.1-23 providing for waivers of stormwater management fees by the Director of Public Works.

IV. **Analysis:**
The *Code of Virginia,* §15.2-2114, establishes that any entity implementing a stormwater utility fee shall provide a mechanism that authorizes a full or partial waiver program. The amendment to the *Norfolk City Code* will ensure the City of Norfolk (the "City") is implementing the stormwater utility in accordance with state law and will incentivize private property owners to install and maintain stormwater treatment on site that will assist with flooding and pollution issues. The stormwater treatment will also assist the City with meeting stormwater regulatory requirements, meeting the Chesapeake Bay Total Maximum Daily Load, and improving local water quality.

V. **Financial Impact:**
There are more than 800 existing privately-owned stormwater treatment devices within the City where property owners may receive some type of rate credit. This requirement is estimated to decrease stormwater revenue generated by approximately one-percent to five-percent or $150,000 to $750,000. Additionally, there are currently five government entities (United States Navy, Virginia Department of Transportation, Tidewater Community College,

Norfolk State University, and Old Dominion University) that will receive a full waiver; further reducing the storm water revenue by approximately $500,000.

VI. **Environmental:**
There is no negative environmental impact associated with this matter. This program will assist with meeting water quality regulatory mandates from the Environmental Protection Agency and the Department of Environmental Quality.

VII. **Community Outreach/Notification:**
Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. **Board/Commission Action:**
N/A

IX. **Coordination/Outreach:**
This letter and ordinance have been coordinated with the Department of Public Works and the City Attorney's office.

**Supporting Material from the Department of Public Works:**

- Ordinance
- Implementation Policy

10/24/16 - JEC:ll

Form and Correctness Approved: BAP

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE TO AMEND AND REORDAIN THE NORFOLK CITY CODE, 1979, **SO AS TO** ADD A NEW SUBSECTION (f) TO SECTION 41.1-23 PROVIDING FOR WAIVERS OF STORMWATER MANAGEMENT FEES.

- - -

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

Section 1:- That Section 41.1-23 of the Norfolk City Code, 1979, is hereby amended and reordained so as to add a new subsection (f) to read as follows:

Sec. 41.1-23 Stormwater management fees.

(f) As required by Section 15.2-2114 of the Code of Virginia, 1950, as amended, the Director of Public Works shall provide for adjustments in the form of full or partial waivers of stormwater management fees under the following circumstances:

(1) Full waivers:

Full waivers will be granted to any federal, state or local government, or public entity that holds a permit to discharge stormwater from a municipal separate storm sewer system, except that the waiver shall apply only to property covered by any such permit; and to all public roads and street rights-of-way that are owned and maintained by state or local agencies, including property rights-of-way acquired through the acquisitions process.

(2) Partial waivers:

Partial waivers will be granted when a property owner installs, operates, and maintains a stormwater management facility that achieves a permanent

reduction in stormwater flow or pollutant loadings. Partial waivers shall be based on the percentage reduction in stormwater flow and pollutant loadings from pre-installation to post-installation of the facility. The maximum reduction shall be no more than (60%) of the pre-installation fee. No person shall qualify for a waiver unless a stormwater permit from the Department of Environmental Quality has been obtained if such permit is required by statute or regulation.

(3) Residential Partial waivers:

Residential partial waivers will be granted for the following storm water management facilities of the required dimensions:

(a) Rain barrels, 10% credit (minimum drainage area 300 square feet);

(b) Grass swale, 10% credit (minimum drainage area 500 square feet);

(c) Buffer area, 10% credit (no minimum square feet requirement);

(d) Nutrient management plan, 10% credit (minimum drainage area 100% of the site);

(e) Cistern, 20% credit (minimum drainage area 300 square feet);

(f) Bioswale, 20% credit (minimum drainage area 500 square feet);

(g) Rain garden, 20% credit (minimum drainage area square 500 square feet);

(h) Permeable pavement with undertrain, 20% credit (minimum drainage area 300 square feet);

(i) Rooftop disconnect with soil amendments, 20% credit (minimum drainage area 300 square feet);

(j) Green roof, 50% credit (minimum drainage area 800 square feet);
(k) Living shoreline, 50% credit (no minimum drainage area requirement);

(4) Non-residential partial waivers:

Non-residential property waivers will be granted when a non-residential property owner installs a storm water management facility that reduces runoff pollution from the site. In order to qualify for a waiver, the design and related calculations of the facility must be developed by a professional engineer or survey licensed to practice in Virginia. The percent fee reduction for non-residential partial waivers will be computed to the nearest percent using the following formula: % fee reduction = (% storm water management efficiency rating) multiplied by (area served by storm water management facility in acres/total site area)

(5) Definitions:

*Municipal Separate Storm Sewer* means a facility which has been shown to be effective in helping to remove pollutants from stormwater runoff.

*Rain Barrel* means a tank used to catch rainwater running off roofs from a downspout.

*Nutrient Management Plan* means a program designed to manage the amount, source, placement, form and timing of the application of nutrients and soil amendments.

*Rain Garden* means a landscaped area slightly below ground level that captures and filters stormwater runoff from a roof or other impervious (paved) surface.

*Permeable Pavement with Underdrain* means pervious pavement such as concrete blocks, grid pavers, or pervious concrete or asphalt with a stone reservoir underneath. Gravel is not considered pervious pavement.

*Rooftop/Downspout Disconnect* means a system of separating roof downspouts from the storm system and redirecting roof runoff onto pervious surfaces where soil amendments have been applied, most commonly a lawn.

*Green Roof* means the roof of a building that is partially or completely covered with vegetation and a growing medium, planted over a waterproof membrane.

*Living Shoreline* means a shoreline protection option allowing for natural coastal processes to remain through the strategic placement of plants, stone, sand, fill and other structural and organic materials.

*Stormwater Management Facility* means a facility which has been shown to be effective in helping to remove pollutants from stormwater runoff.

(6) Review and Inspection

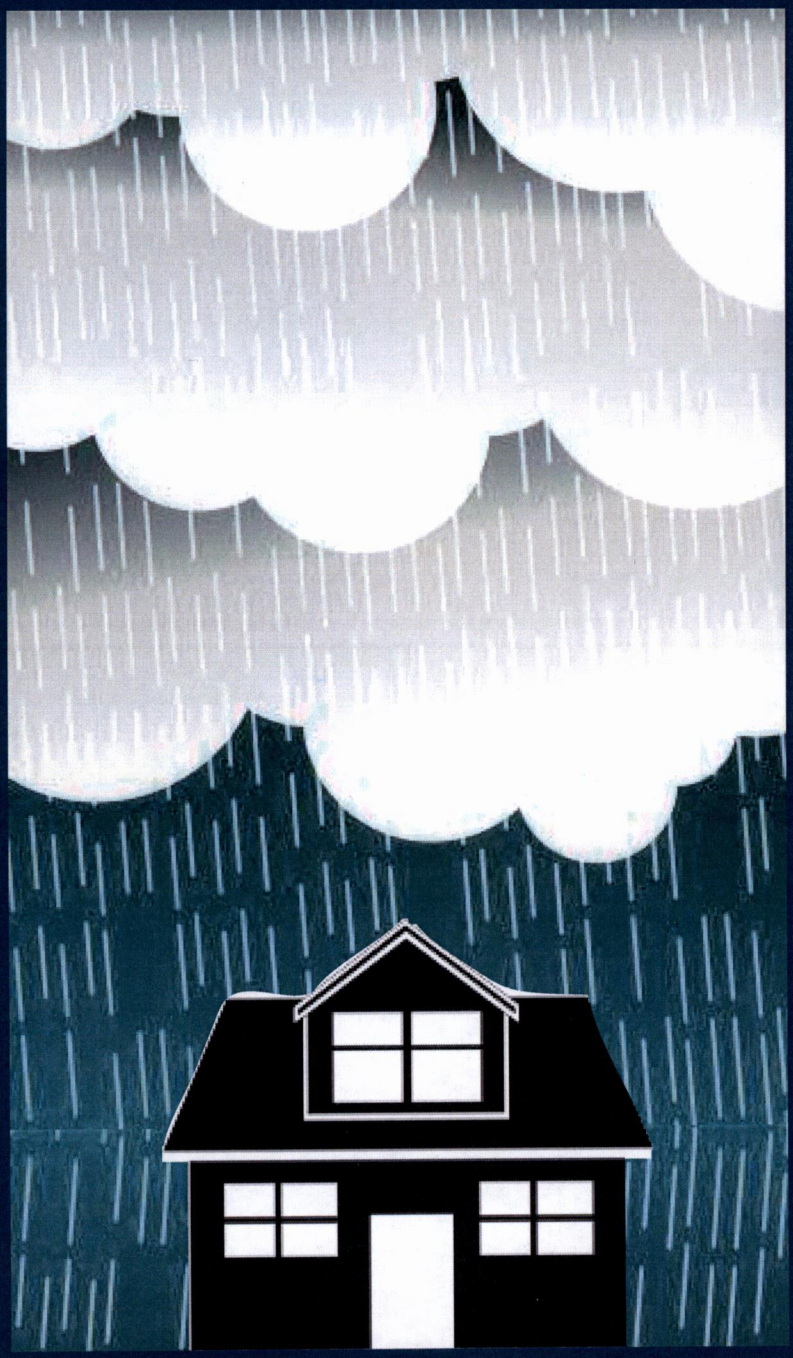
(a) The city will review each storm water management facility granted a partial waiver on a regular basis to determine whether the facility still meets the criteria for a waiver. The city will revoke a waiver if the facility no longer meets the criteria.

(b) Owners receiving partial waivers must complete annual inspections of their storm water management facilities. Owners must document the results of their inspection and provide them to the City. Such documents must include a photo of the facility and a written summary of any discrepancies with the facility and the actions taken to correct them. The inspections must be submitted to the Division no later than June 1 of each year and will be retained by the Division. Failure to submit the annual inspection will void the rate reduction starting on July 1 of that year.

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

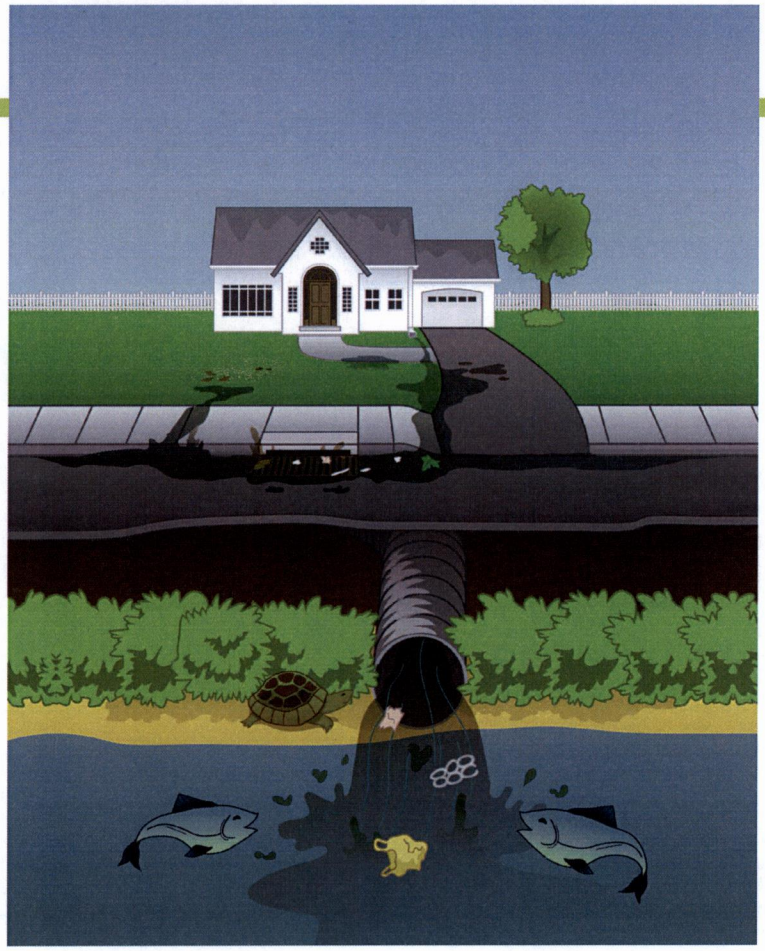
CITY OF NORFOLK PUBLIC WORKS

# Fee Reduction Program



ways you can reduce your stormwater fee

*This Policy supersedes and repeals all prior policies or regulations on this subject.*



## Why Norfolk has a Stormwater Fee...

The City of Norfolk is mandated under the Municipal Separate Storm Sewer System (MS4), Phase I Virginia Pollutant Discharge Elimination System (VPDES) permit to reduce pollutants from storm water runoff. In the absence of federal and state funding, revenue for the environmental storm water management program is derived primarily from storm water fees outlined in Chapter 41.1 of the City Code and §15.2-2114 of the Virginia Code. The City currently assesses all property owners a fee based on a 2,000 square foot equivalent residential unit (ERU). This fee is utilized to cover the cost of services for the collection, treatment and discharge of storm water runoff. This fee structure is comparable to the fees charged by other Hampton Roads Phase I municipalities, including Newport News, Hampton, Chesapeake, Portsmouth and Virginia Beach.

## Fee Reductions = Pollution Reductions

The City of Norfolk's Environmental Storm Water Fee Reduction policy is designed to encourage commercial, industrial, and residential property owners to take measures which can reduce the impact their properties have on the quality of our waterways by reducing the amount of pollutants entering the storm water system. It is important to note that the storm water fee reduction program is intended to provide incentives for pollution reduction efforts.

In order to receive the reduction from the storm water utility, the property owner must submit an application including required supporting documentation to the Director of Public Works or his designee for review and approval.

## How It Works....

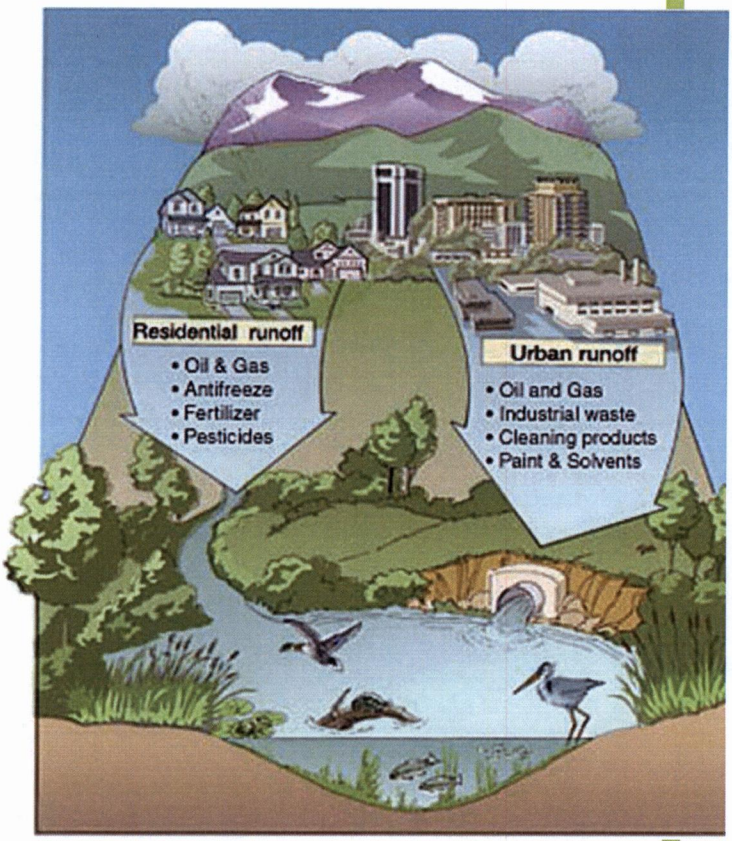
Fee charges under the Environmental Storm Water Management Program may be reduced under the following circumstances:

- Installation of **Residential** (one but no more than four residential/dwelling units) storm water management facilities
- Installation of **Non-residential** (property not meeting the residential criteria, including, but not limitied to, industrial, commerical, recreational, cultural, multi-family-5 units or more) storm water management facilities

*See City code 41.1-1 for complete definitions*

Fee reduction criteria are routinely reviewed by City staff to ensure compliance with the reduction program. If the City determines the site characteristics surrounding the reduction are no longer valid, the discount shall be eliminated from the account. Because the reduction is designed to reduce pollutants entering the storm water system, the fee discount may be eliminated if the property owner is found to violate City Code 41.1-4, Pollution of the Storm Water System.

If a property owner desires to modify their request, a new application must be completed and submitted.




**The maximum reduction** any one entity may receive through this reduction program **is a 60%** reduction in their total storm water utility fee. When comparing total land use of impervious area within Norfolk, 40% is publicly owned and is of benefit to all property owners within Norfolk. Therefore everyone must contribute to the maintenance of the system.

## What is a SWMF?

Storm Water Management Facilities (SWMF) are facilities which have been shown to be effective in helping to remove pollutants from storm water runoff. As an incentive for SWMF construction, storm water fee reductions may be given for construction and maintenance of SWMFs as outlined in the current Norfolk Design & Construction Manual. These SWMFs, when properly constructed and maintained, have been shown to reduce runoff pollution from the site.

# Residential Fee Reduction Program

The City is providing a discount to residential property owners who install storm water management facilities (SWMF) voluntarily on their property to aid in storm water (sw) runoff and/or pollutant removal. The discount will be based on the type of SWMF installed on the residential property and the area treated. **Once your SWMF has been approved and installed, homeowners are required to complete an annual inspection report on June 1st each year thereafter for continued fee reduction consideration.**

In order to qualify for a storm water fee reduction, the SWMF design and related calculations must be developed and reviewed by the City's Storm Water Engineer or his designee. The design of the SWMF shall meet the minimum drainage requirements as outlined in Table 1 and comply with the Norfolk Design & Construction Manual, Virginia Storm Water BMP Clearing House Manual, Virginia Tech Rain Garden Guide, or other City approved design specifications. Multiple SWMFs may be installed per property to stack load reductions; however, the stacked SWMFs may not treat the same drainage area. The maximum credit per site is 60%.

## Residential SWMF Construction

The SWMF must be installed as outlined in the plan. Consultation with a qualified contractor is recommended, but not required. Property owners are required to follow all local, State, and Federal laws and acquire all required land disturbing, construction, and environmental permits. Site plan review may be required.

## Right to Inspection

The City may inspect the SWMF at any time during the year. If the on-site stormwater storage is no longer functioning or has not been maintained, the City reserves the right to cancel the credit for up to three years.

## At A Glance:

**Example:**
**Property owner installs**
**1 rain garden and 2 rain barrels**

**20% credit rain garden**
**+ 10% credit rain barrel**
**+ 10% credit rain barrel**
**= 40% fee reduction**

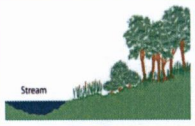
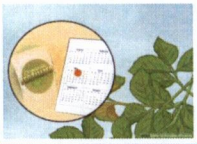
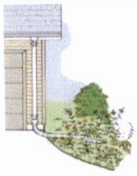
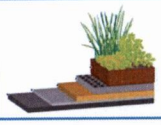
*Multiple SWMFs may be installed per property to stack load reductions, but they may not treat the same drainage area.*

## Residential SWMF Inspections

The SWMF inspector will perform inspections throughout the installation process to ensure compliance with the approved plan requirements. Any supporting documents providing proof that the SWMF was installed and functioning as designed must be provided to the City prior to any rate reduction. The property must be fully stabilized to avoid sediment runoff prior to the reduction being approved.

The owner must complete an annual inspection of the SWMF. Inspections should include a photo of the SWMF and a written summary of any discrepancies with the SWMF and corrective actions taken. The inspection should be submitted to the Division no later than June 1 of each year and will be retained by the Division. Failure to submit the annual inspection will void the rate reduction starting on July 1.

## Table 1: Residential SWMF Options

| SWMF Types | Visual | % Credit | Min Drainage Area (sf) | Other Required Documentation |
|---|---|---|---|---|
| Rain Barrels | | 10 | 300 | Barrel Volume \| Roof Area Treated (sf) |
| Grass Swale | | 10 | 500 | Drainage Area Treated \| Swale length and average depth |
| Buffer Area |  | 10 | N/A | Planting Plan \| Drainage Area \| Buffer Length & Width |
| Nutrient Management Plan |  | 10 | 100% of the site | Approved Plan |
| Cistern | | 20 | 300 | Rain Cistern Volume \| Roof Area Treated (sf) \| Water Use |
| Bioswale | | 20 | 500 | Planting Plan \| Drainage Area Treated \| Swale length and average depth |
| Rain Garden | | 20 | 500 | Planting Plan \| Drainage area treated \| Surface area and average depth |
| Permeable Pavement with Underdrain | | 20 | 300 | Drainage area treated \| Surface area of pavement |
| Rooftop Disconnect with Soil Amendments |  | 20 | 300 | Length & Width of flow path \| Amendment Depth |
| Green Roof |  | 50 | 800 | Green Roof Surface area \| Planting Plan |
| Living Shoreline | | 50 | N/A | Planting Plan \| Applicable Permits \| Length and Width of shoreline project |

## Residential SWMF Definitions

**Rain Barrels/Cisterns:** A tank used to catch rainwater running off roofs from a downspout.

**Nutrient Management Plan:** Program designed to manage the amount, source, placement, form and timing of the application of nutrients and soil amendments

**Vegetated Filters:** Bioswale, Grass Swale, Buffer Area. These are areas of dense turf, meadow grasses, trees or other vegetation with a minimum slope to absorb runoff from roof downspouts.

**Rain Garden:** Rain gardens are landscaped areas slightly below ground level that capture and filter stormwater runoff from a roof or other impervious (paved) surface.

**Permeable Pavement:** Pervious pavement may include concrete blocks, grid pavers, or pervious concrete or asphalt with a stone reservoir underneath. The reservoir temporarily stores surface runoff before seeping it into the soil below. Gravel is not considered pervious pavement.

**Rooftop/Downspout Disconnect:** This is the process of separating roof downspouts from the storm system and redirecting roof runoff onto pervious surfaces where soil amendments have been applied, most commonly a lawn.

**Green Roof:** Living roof is a roof of a building that is partially or completely covered with vegetation and a growing medium, planted over a waterproof membrane.

**Living Shoreline:** A shoreline protection option that allows for natural coastal processes to remain through the strategic placement of plants, stone, sand fill, and other structural and organic materials.

## Non-Residential Property Fee Reduction Program

As an incentive for SWMF construction, fee reductions will be allowed for construction of approved SWMF's which reduce runoff pollution from the site. In order for a non-residential property to qualify for a storm water fee reduction, the SWMF design and related calculations must be developed and certified by a professional engineer or surveyor licensed to practice in the Commonwealth of Virginia. Pollutant loadings and SWMF effectiveness must be computed in accordance with the methods outlined in the Norfolk Design & Construction Manual.

The percent fee reduction will be computed to the nearest percent using the following formula:

**% Fee Reduction**
**=**
**(% SWMF Efficiency Rating)**
**(Area served by SWMF in acres/ Total Site Area)**

*Multiple SWMFs may be installed for each property to stack load reductions; however, the stacked SWMF may not treat the same drainage area.*

***Up to 60% maximum credit per site***

## Non-Residential SWMF Construction

When constructing SWMFs, site plan review requirements and criteria must be followed. The design will be reviewed and approved through the site plan review process. If the formal process is not required (due to size limitations), the requirements and criteria still apply and the Division's Storm Water Engineer or his/her designee must review the proposed site plan prior to installation. A Declaration of Covenants must be signed by the property owner and filed with the Clerk of the Court prior to approval from the Division (copy of the Declaration will be kept on file at the Division).

A pre-construction meeting shall be arranged with the City's SWMF inspector at a minimum 48-hours prior to construction. The SWMF must be installed as outlined in the plan. Any modifications must be made by the engineer of record and the site plan adjusted as such, with approval from the Division. All sediment control measures must be installed prior to any land disturbing activity. All land disturbing permits and General Construction and Environmental Permits must be obtained where necessary.

## Non-Residential SWMF Inspections

The SWMF inspector will perform inspections throughout the installation process to ensure compliance with site plan requirements. Any as-built or certifications providing proof that the SWMF was installed and functioning as designed must be provided to the City prior to any rate reduction. The property must be fully stabilized to avoid sediment runoff prior to the reduction being approved.

The owner must complete annual inspections of the SWMF. Inspections must be completed by a certified inspector and documented along with all discrepancies noted and corrective actions taken. These annual reports will be submitted to the Division no later than June 1 of each year. The inspection forms will be retained by the Division for the specific SWMF installed. Failure to submit the annual inspection reports will void the rate reduction starting on July 1.

The following items must be completed and submitted with your application to the Division to receive the reduction.

- Completed application for the Storm Water Fee Reduction/Waiver
- Proof of ownership of the facility
- Storm water system maintenance schedule
- Site Plan and Water Quality Calculations

## Right to Inspection

The City may inspect the SWMF at any time during the year. If the on-site stormwater storage is no longer functioning or has not been maintained, the City reserves the right to cancel the credit for up to three years.

# Residential and Non-Residential Application Checklist

- ☑ Applicant Name:
  Name of individual property owner
- ☑ Property Address:
  List address number and street name
  Include city and zip code.
- ☑ Mailing address include if different from property address.
- ☑ Parcel ID number:
  Each piece of land has its own parcel ID number. This information can be found on the City's website under Norfolk Air
- ☑ Phone number:
  The primary contact for the applicant
- ☑ Email address:
  The primary contact for the applicant
- ☑ Credits applying for:
  Select the credit for which the applicant is applying. If you are doing a residential project, check the first box. The other options relate to commercial properties and apartment complexes.
- ☑ SWFM type applying for
  Check ALL that apply
- ☑ Attach ALL SWMF plans.
- ☑ Checked and complied with all applicable City codes
- ☑ Applicant signature/date

**Questions? Call 823-4010 or send a letter to SW Fee Reduction Program, Attn., Storm Water Engineer, 2233 McKann Ave, Norfolk VA 23509**

## Maintenance Requirements

Storm Water Management Facilities (SWMFs) installed on a property must be maintained to ensure continued function.

## Restrictions on Credits

**Transfer of credit:**
The property credit applies only to the applicant. Credits do not transfer if home ownership changes. A new application must be submitted for new account holders to receive the credit.

The SWMF must meet all applicable City of Norfolk building, planning and zoning code requirements.

## Right to Inspection

The City may inspect the SWMF at any time during the year. If the on-site stormwater storage is no longer functioning or has not been maintained, the City reserves the right to cancel the credit for up to three years.

**Fee reductions associated with SWMF installation on residential and non-residential properties will become effective starting the first day of the following month after approval from the Director of Public Works or his designee. Retroactive rates reductions will not be considered. Rate reductions will be reviewed by the Director of Public Works or his designee annually during the month of June to ensure continued compliance with the rate reduction requirements. Failure to submit annual inspection reports for the previous year by June 1 may void the storm water rate reduction starting on July 1 and would require reapplication.**

# Stormwater Credit General Application

Applicant Name: _____

Property Address: _____

City/Zip: _____

Mailing address: (if different than property address) _____

City/Zip: _____

Parcel ID number: _____ Phone Number: _____

Email address: _____

Check One:

☐ This is the first credit application for this property.

☐ This is a credit renewal request.

☐ This is a reapplication after a credit suspension.

Credit applying for:

☐ Single-family residential property - **Complete Part 2 on next page**

☐ Multi-family/non-residential SWMF - **Supply Supporting Documentation**

- Proof of ownership
- Storm water maintenance schdule
- Copy of approved site plan
- Copy of storm water calulations
- As builts or certifications if applicable

Applicant/Contact Signature: _____

Date: _____

Mail to: City of Norfolk, Stormwater Utility, Attn: Stormwater Credit Applications
2233 McKann Avenue, Norfolk, VA 23509

# Single Family Residential Stormwater Credit Application - Part 2

Applicant Name: _____ Parcel ID Number: _____

Credit Applying For: *Check all that apply*

☐ **RAIN GARDEN**

Drainage Area Treated: _____ Surface area & average depth: _____

Date of construction: _____ ☐ Planting plan attached

☐ **ON-SITE STORMWATER STORAGE**

☐ Rain barrels ☐ Cistern ☐ other

Roof area treated (sf): _____ Volume of on-site storage _____ gallons

Water use: _____

☐ **PERMEABLE PAVEMENT WITH UNDERDRAIN**

☐ Paving blocks ☐ grid or grass pavers ☐ pervious concrete or asphalt

Surface area of pavement (sf): _____ Drainage area treated (sf): _____

☐ Stone reservoir is at least 10 inches deep at all points ☐ Compliant with city code

☐ **VEGETATED FILTER**

☐ Bioswale ☐ Living Shoreline ☐ Buffer area ☐ Grass swale

Drainage area treated (sf): _____ Length & average depth: _____ ☐ Planting plan attached

☐ **LAWNCARE NUTRIENT MANAGEMENT PLAN**

☐ Approved plan attached

☐ **GREEN ROOF**

Roof surface area (sf): _____ ☐ Planting plan attached

☐ **ROOFTOP DISCONNECTS WITH SOIL AMENDMENTS**

Length & width of flow path (sf): _____ Amended soil depth (sf): _____

☐ **PHOTOGRAPH OF MEASURE AS INSTALLED IS ATTACHED**

# Single Family Residential Stormwater Credit Application - Part 2

Sketch of property with SWMF shown. (Attach additional plans as needed)

**All applicable local codes:**

_____ (initial) I, the applicant, have complied with all local codes applicable to the installation of the SWMF.

**Owner certification:**

_____ (initial) I hereby certify that I own and live at the property and I further declare, under penalty of perjury, that the information provided by me in this application is the truth to the best of my knowledge and belief.

Applicant/Owner Signature:_____ Date: _____

Mail to:
City of Norfolk Public Works, Stormwater Utility, Attn: Stormwater Credit Applications
2233McKann Avenue, Norfolk VA 23509

**City of Norfolk,**

**Stormwater Utility**

**2233 McKann Avenue**

**Norfolk, VA 23509**

**757.823.4010**

**www.norfolk.gov**

THE CITY OF NORFOLK℠

PUBLIC WORKS

**Adopted: October 2016**

C: Dir., Norfolk Community Services Board

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

November 15, 2016

From: Sarah Paige Fuller, Director
Community Services Board

**Subject**: Grant Award in the amount of $300,000 from the U.S. Department of Justice to the Norfolk Community Services Board for implementation of a pilot program for expansion of substance abuse services

Reviewed: _____
Stephen K. Hawks, Acting Deputy City Manager

**Ward/Superward**: Citywide

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **R-6**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept a FY 2016 Adult Drug Court Discretionary Grant Program award (the "grant") in the amount of $300,000 from the U.S. Department of Justice, Office of Justice Program, to the Norfolk Community Services Board ("NCSB").

IV. **Analysis**
This grant will provide funds to allow NCSB to implement a pilot program to expand substance abuse services to Drug Court and to introduce Naltrexone as a new intervention to prevent heroin overdose. The grant period is from October 1, 2016 through September 30, 2019.

V. **Financial Impact**
The grant to NCSB is $300,000. This is a three year grant beginning on October 1, 2016 and continuing through September 30, 2019.

VI. **Environmental**
N/A

VII. **Community Outreach/Notification**
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

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

**VIII. Board/Commission Action**

The grant award was reviewed by the NCSB Board of Directors

**IX. Coordination/Outreach**

This letter and ordinance have been coordinated with the Department of Finance, Budget and Strategic Planning, and Office of Grants Management.

Supporting Material from the Department of Norfolk Community Services Board:

- Ordinance
- Grant Award Letter

10/25/16 - bjt

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Norfolk Community Services Board

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

$ 300,000 2275-31-9214-9214
Account

_____ 10/27/16
Director of Finance Date

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE ACCEPTING A $300,000 GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE ASSISTANCE PROGRAM, FOR THE NORFOLK COMMUNITY SERVICES BOARD TO IMPLEMENT A PILOT PROGRAM TO EXPAND SUBSTANCE ABUSE SERVICES TO DRUG COURT AND TO INTRODUCE NALTREXONE AS A NEW INTERVENTION TO PREVENT HEROIN OVERDOSE.

- - -

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

Section 1:- That a grant of $300,000 from the U.S. Department of Justice, Office of Justice Assistance Program, for the Norfolk Community Services Board to implement a pilot program to expand substance abuse services to Drug Court and to introduce Naltrexone as a new intervention to prevent heroin overdose for the grant period from October 1, 2016 to September 30, 2019 is hereby accepted.

Section 2:- That $300,000 in grant funds are hereby appropriated and authorized for expenditure, if and when the funds are made available from the U.S. Department of Justice, Office of Justice Assistance Program.

Section 3:- That this ordinance shall be in effect from and after its adoption.

**U.S. Department of Justice**

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 20, 2016

Mr. Marcus D. Jones
Norfolk Community Service Board
225 W. Olney Road
Norfolk, VA 23510-1523

Dear Mr. Jones:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Adult Drug Court Discretionary Grant Program: Enhancement in the amount of $300,000 for Norfolk Community Service Board.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tracy Lee-Williams, Program Manager at (202) 598-9695; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Karol V. Mason

Karol Virginia Mason
Assistant Attorney General

Enclosures

**OFFICE FOR CIVIL RIGHTS**

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 20, 2016

Mr. Marcus D. Jones
Norfolk Community Service Board
225 W. Olney Road
Norfolk, VA 23510-1523

Dear Mr. Jones:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

**Ensuring Access to Federally Assisted Programs**

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

**Enforcing Civil Rights Laws**

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

**Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

**Ensuring Equal Treatment for Faith-Based Organizations**

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

**Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

**Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

**Meeting the EEOP Requirement**

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

**Meeting the Requirement to Submit Findings of Discrimination**

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

**Ensuring the Compliance of Subrecipients**

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
**Bureau of Justice Assistance**

**Grant**



| | |
|---|---|
| 1. RECIPIENT NAME AND ADDRESS (Including Zip Code)<br>Norfolk Community Service Board<br>225 W. Olney Road<br>Norfolk, VA 23510-1523 | 4. AWARD NUMBER: 2016-VV-BX-0014 |
| | 5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2019<br>BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2019 |
| | 6. AWARD DATE 09/20/2016 — 7. ACTION: Initial |
| 2a. GRANTEE IRS/VENDOR NO.<br>546001456 | 8. SUPPLEMENT NUMBER<br>00 |
| 2b. GRANTEE DUNS NO.<br>074740069 | 9. PREVIOUS AWARD AMOUNT $ 0 |
| 3. PROJECT TITLE<br>City of Norfolk Community Services Board Adult Drug Court | 10. AMOUNT OF THIS AWARD $ 300,000 |
| | 11. TOTAL AWARD $ 300,000 |

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under 42 U.S.C. 3797u(a) (BJA - Drug Courts)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.585 - Drug Court Discretionary Grant Program

15. METHOD OF PAYMENT

GPRS

| [redacted] AGENCY APPROVAL [redacted] | [redacted] GRANTEE ACCEPTANCE [redacted] |
|---|---|
| 16. TYPED NAME AND TITLE OF APPROVING OFFICIAL<br>Karol Virginia Mason<br>Assistant Attorney General | 18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL<br>Marcus D. Jones<br>City Manager |
| 17. SIGNATURE OF APPROVING OFFICIAL<br>Karol V. Mason | 19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL<br>[signature] — 19A. DATE: 10/7/16 |

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

| FISCAL YEAR | FUND CODE | BUD. ACT. | OFC. | DIV. REG. | SUB. | POMS | AMOUNT |
|---|---|---|---|---|---|---|---|
| X | B | VC | 80 | 00 | 00 | | 300000 |

21. RVCUGT1553

PROJECT NUMBER 2016-VV-BX-0014 AWARD DATE 09/20/2016

*SPECIAL CONDITIONS*

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at http://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

PROJECT NUMBER 2016-VV-BX-0014 AWARD DATE 09/20/2016

*SPECIAL CONDITIONS*

4. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

   The details of the requirement for authorization of any subaward are posted on the OJP web site at http://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

*SPECIAL CONDITIONS*

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

PROJECT NUMBER 2016-VV-BX-0014 AWARD DATE 09/20/2016

*SPECIAL CONDITIONS*

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

PROJECT NUMBER 2016-VV-BX-0014 AWARD DATE 09/20/2016

*SPECIAL CONDITIONS*

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

*SPECIAL CONDITIONS*

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

PROJECT NUMBER 2016-VV-BX-0014 AWARD DATE 09/20/2016

*SPECIAL CONDITIONS*

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2016-VV-BX-0014 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

24. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

25. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

*SPECIAL CONDITIONS*

26. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

27. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

28. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (https://grants.ojp.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

29. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.

30. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at http://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

    This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a "violent offender" means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

PROJECT NUMBER 2016-VV-BX-0014 AWARD DATE 09/20/2016

*SPECIAL CONDITIONS*

32. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

33. Recipient agrees to submit an evaluation plan and/or management information system (MIS) plan for review and approval within 180 days from the date of acceptance of this award. The recipient agrees to submit finalized evaluation report(s) to the Bureau of Justice Assistance prior to the end of the grant period.

34. Recipient agrees to develop and maintain a Drug Court Policies and Procedures manual for program operation. The Policies and Procedures manual must be submitted by the end of the first year of the grant period in order to be in compliance with this requirement.

35. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed $15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

36. The recipient may not obligate, expend, or draw down any funds under this award until: (1) the recipient acquires current registration with the System for Award Management (SAM), (2) the recipient notifies the DOJ awarding agency (OJP or OVW, as appropriate) in writing of its current SAM registration, and (3) a Grant Adjustment Notice (GAN) is issued that removes this special condition.

37. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

38. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award information regarding research and evaluation independence and integrity in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made (or agreed to) any adjustments to the award (including as to amount) that OJP may require to prevent, eliminate, mitigate, or otherwise adequately address any actual or apparent personal or financial conflict of interest on the part of the investigators or other staff/consultants engaged in the research/evaluation or organizational conflict of interest on the part of the recipient entity, and (4) a Grant Adjustment Notice has been issued removing this special condition.

    The recipient understands and agrees that if it does not provide an adequate research and evaluation independence and integrity submission (as determined by OJP), or if it fails to implement (as determined by OJP) any safeguard included in its submission or required by OJP, a discretionary award will be terminated (without right of appeal), upon thirty (30) calendar days advance written notice by OJP.

**U.S. Department of Justice**

Office of Justice Programs

*Bureau of Justice Assistance*

*Washington, D.C. 20531*

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Categorical Exclusion for Norfolk Community Service Board

The Adult Drug Court Discretionary Grant Program is designed to assist states, state courts, local courts, and counties, other units of local government, or Indian tribal governments to implement comprehensive strategies for enhancing drug court capacity by bridging access to both criminal justice and substance abuse treatment funds. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction.
(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
(3) A renovation that will change the basic prior use of a facility or significantly change its size.
(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
(5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

# GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

## Grant

PROJECT NUMBER
2016-VV-BX-0014



This project is supported under 42 U.S.C. 3797u(a) (BJA - Drug Courts)

1. STAFF CONTACT (Name & telephone number)

Tracy Lee-Williams
(202) 598-9695

2. PROJECT DIRECTOR (Name, address & telephone number)

Sarah Fuller
Executive Director Community Service Board
225 W. Olney Road
Norfolk, VA 23510
(757) 823-1704

3a. TITLE OF THE PROGRAM

BJA FY 16 Adult Drug Court Discretionary Grant Program: Enhancement

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

City of Norfolk Community Services Board Adult Drug Court

5. NAME & ADDRESS OF GRANTEE

Norfolk Community Service Board
225 W. Olney Road
Norfolk, VA 23510-1523

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2019

9. AMOUNT OF AWARD

$ 300,000

10. DATE OF AWARD

09/20/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The purpose of the Adult Drug Court Discretionary Grant Program (42 U.S.C. 3797u et seq.) is to provide financial and technical assistance to states, state courts, local courts, units of local government, and Indian tribal governments to develop and implement drug courts that effectively integrate evidence-based substance abuse treatment, mandatory drug testing, sanctions and incentives, and transitional services in a judicially supervised court setting with jurisdiction over substance abusing offenders. The FY 2016 Adult Drug Court Discretionary Grant Program will provide grant funds to jurisdictions to implement or enhance a local drug court, or to implement, enhance, or expand drug court services statewide.

The grant recipient will use the grant funds to: establish new services for target populations not currently being served; enhance existing court operations; expand court services and improve the quality and/or intensity of offender services such as healthcare including mental health services; educational, vocational, and job training; and job and housing placement assistance, childcare, and/or other family support services for each adult participant who requires such services. CA/NCF

# NORFOLK

*Office of the City Attorney*

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MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS
MICHAEL A. BEVERLY

November 15, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Acosta Military Sales, LLC

**R-7**

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Acosta Military Sales, LLC in the amount of $35,748.20 based upon the overpayment of its Business License Tax for the tax year 2014, resulting in a refund due of $35,748.20, 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: BAP

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.

$ 35,748.20 (Refund) 1000 104 010 4101 01 (Account)

$ 5,898.45 (Interest) 1000 104 010 4101 03 (Account)

_____ (Director of Finance) 10/20/16 (Date)

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO ACOSTA MILITARY SALES, LLC BASED UPON THE OVERPAYMENT OF ITS BUSINESS LICENSE TAX FOR THE TAX YEAR 2014.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business license tax was erroneously overpaid by Acosta Military Sales, LLC for the tax year 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 $35,748.20, plus interest; now, therefore

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

Section 1:- That $35,748.20, plus interest at the rate established by applicable law, is hereby appropriated for a refund to Acosta Military Sales, LLC.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Acosta Military Sales, LLC the amount specified above as soon as practicable upon passage of this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.

**Norfolk Commissioner of the Revenue**
**Certification and Request for the Refund**
**Of Previously Paid Tax to:**

**Acosta Military Sales, LLC**
**Account Number**
**696274/903740**

**September 19, 2016**

**Overview:** The taxpayer's wholesale business was moved to Virginia Beach in 2013. In 2014, the taxpayer filed and paid the wholesale license classification on its Norfolk Business License. An audit by Virginia Beach revealed the payment error and the taxpayer is requesting a refund of its 2014 wholesale business license.

In compliance with ***Norfolk Code § 24-7***, the Commissioner of the Revenue's files pertaining to this request are available for inspection by the City Attorney.

**Fiscal Impact:**

This refund reduces business license tax revenue by **$35,748.20** 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 **$35,748.20.**

**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 $35,748.20 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business License Taxes.**

C. Evans Poston, Jr., Commissioner of the Revenue — 9/20/16 Date

Bernard Pishko, City Attorney — 10/12/16 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
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

November 15, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
CMA CGM (America) LLC

**R-8**

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to CMA CGM (America) LLC in the amount of $7,061.19 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $7,061.19, 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

10/7/2016MR
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.

$ 7,061.19 1000 105 020 4022
Refund Account

$ 294.20 1000 105 020 4024
Interest Account

_____ 10/20/16
Director of Finance Date

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND CMA CGM (AMERICA) LLC BASED UPON THE OVERPAYMENT OF ITS BUSINES PERSONAL PROPERTY TAX FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by CMA CGM (America) 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 $7,061.19, plus interest; now, therefore

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

Section 1:- That $7,061.19, plus interest at the rate established by applicable law, is hereby appropriated for a refund to CMA CGM (America) LLC.

Section 2:- That the Treasurer of the City of

Norfolk is hereby directed to issue a refund to CMA CGM (America) LLC in the amount specified above as soon as practicable upon passage of this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.

**Norfolk Commissioner of the Revenue**
**Certification and Request for the Refund**
**Of Previously Paid Tax to:**

**CMA CGM America LLC**
**Account Number**
**26760/043441**

**September 29, 2016**

**Overview:**

The taxpayer and Cisco Systems Capital Corporation were taxed for the same asset. We are refunding the overpayment to CMA-CMG.

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 **$7,061.19** 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 **$7,061.19.**

**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 $7,061.19 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: 10/6/16

Bernard Pishko, City Attorney — Date: 10/4/16

# 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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ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS
MICHAEL A. BEVERLY

November 15, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Marine Contracting Corporation **R-9**

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Marine Contracting Corporation in the amount of $18,949.08 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $18,949.08, 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 _____
Commissioner of the Revenue

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

$ 18,949.08 1000 105 020 4022 be
Refund Account

$ ~~78~~ 789.51 1000 105 020 4024 be
Interest Account

_____ 10/20/16
Director of Finance Date

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO MARINE CONTRACTING CORPORATION BASED UPON THE OVERPAYMENT OF ITS BUSINES PERSONAL PROPERTY TAX FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by Marine Contracting Corporation for the tax year 2016 and has corrected this assessment in accordance with Virginia Code § 58.1-3981;

WHEREAS the Commissioner of the Revenue has certified with the consent of the City Attorney that the aforementioned taxpayer paid all taxes due on the erroneous assessment and is entitled to a refund of excess taxes paid, based on the corrected assessment, in the amount of $18,949.08, plus interest; now, therefore

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

Section 1:- That $18,949.08, plus interest at the rate established by applicable law, is hereby

appropriated for a refund to Marine Contracting Corporation.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Marine Contracting Corporation in the amount specified above as soon as practicable upon passage of this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.

**Norfolk Commissioner of the Revenue**
**Certification and Request for the Refund**
**Of Previously Paid Tax to:**

**Marine Contracting Co.**
**Account Number**
**76560/009318**

**September 19, 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 **$18,949.08** for the 2017 fiscal year.

**Conclusion:**

It is recommended that the City Attorney consent to the issuance of the refund and call for City Council to direct the City Treasurer to refund the business personal property overpayment of **$18,949.08.**

**Certification**

**I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $18,949.08 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 10/6/16

Bernard Pishko, City Attorney — Date 10/6/16