CITY COUNCIL
AGENDA

TUESDAY, NOVEMBER 22, 2016

Work Session Agenda
4:00 PM – City Hall - 10th Floor Conference Room
Dinner
Closed Session

- Real Estate Matters
- Appointments

Agenda Overview
Marcus D. Jones, City Manager
Council Interests

Documents:

11-22-16 Council Interests.pdf

Update on Safe, Healthy and Inclusive Communities
James Rogers, Director of Neighborhood Development and Michael G. Goldsmith, Chief of Police
Preparation for Mid-Year Retreat

- Infrastructure
- Technology
- Resilience

David Freeman, Director of General Services, Steven DeBerry, Chief Information Officer and Katerina Oskarsson, Deputy Resilience Officer
Additional Documents

Documents:

11-22-16 Minutes of City Council meeting of November 15.pdf
11-22-16 Nonstandard Lot Certificate - 1446 W 37th St.pdf
11-22-16 Pending Land Use Actions.pdf
11-22-16 Results from the November 10 City Planning Commission Public Hearing.pdf

Announcement of Meeting

Documents:

11-22-16 Announcement of Meeting.pdf

Formal Session
7:00 PM - Council Chambers, City Hall, 11th Floor
Prayer
Prayer to be offered by Pastor Jim Wood, First Presbyterian Church, followed by the Pledge of Allegiance.
Invitation to Bid
IB-1
INVITATION TO BID scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a long term ten foot non-exclusive access easement and a three foot non-exclusive underground utility easement, for a term of forty years, over certain property located at **723 Spotswood Avenue**, subject to certain terms and conditions.

(THIS MATTER TO BE WITHDRAWN)

Documents:

IB-1 Withdrawn Bid for 10 access easement and 3 utility easement.pdf

Public Hearings
PH-1
PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **East Beach Company, LLC**, to amend the Future Land Use Designation in the general plan, *plaNorfolk2030*, from Commercial to Residential Mixed and for a change of zoning from conditional C-2 (Corridor Commercial) district to PD-MUEB (East Beach Planned DevelopmentMixed Use) district on property located at **9510** and the northern portion of **9500 30th Bay Street**.

Documents:

PH-1 Amend Future Land Use and Rezoning - East Beach LLC.pdf

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

Documents:

PH-2 Closure of a portion of Gunn Ct - C. Christopher Nicholas.pdf

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

Documents:

PH-3 Closure of a portion of Wise St and 15 lane - Melia Ingram.pdf

PH-4
PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **The Monument Companies**, to designate the existing structures as a **Norfolk Historic Landmark** on property located at **204-222 W. 22nd**

Street and 201 W. 23rd Street.

Documents:

PH-4 Landmark Designation and Special Exception - 204-222 W 22nd St and 201 W 23rd St - Monument Companies.pdf

PH-5

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Old Dominion University Real Estate Foundation**, 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)** and 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)**.

Documents:

PH-5 Conditional Rezoning and Special Exception for alternative signage for Barry Art Museum.pdf

PH-6

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Cook Out Restaurant**, for a change of zoning from R-8 (Single-Family) district to C-2 (Corridor Commercial) district at **7918 Orchid Avenue**.

Documents:

PH-6 Rezoning and Special Exception for commercial drive through - Cook Out Restaurant.pdf

PH-7

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Royal Farms**, to amend the Future Land Use Designation in the General Plan, *plaNorfolk2030*, from Institutional to Commercial and for a change of zoning fromIN-1 (Institutional) District to C-2 (Corridor Commercial) District on property located at **5516 Raby Road**.

Documents:

PH-7 Amend plaNorfolk2030, Change of Zoning, Special Exception at 5516 Raby Rd - Royal Farms.pdf

PH-8

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

Documents:

PH-8 Amend plaNorfolk2030 to add Vision 2100.pdf

PH-9

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 **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.

Documents:

PH-9 Amend Section 25-10.9 of the Zoning Ordinance - minimum distance requirement for tattoo parlors and schools.pdf

PH-10
PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, for a 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 DensityMulti-Family Housing) Zoning District.

Documents:

PH-10 Zoning Text Amendment to allow bed and breakfast homes in R-15 zoning district.pdf

PH-11
PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, for a 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.

Documents:

PH-11 Zoning Text Amendment to allow vendors on private property.pdf

PH-12
PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance to the City of Norfolk by **Jesse Riley** on property located adjacent to **6100 Bromley Court**.

(THIS MATTER TO BE CONTINUED TO DECEMBER 20, 2016)

Documents:

PH-12 (Continue to December 20) Property Exchange with Jesse Riley.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 **'Mi Tierra Maya Mexican Grill'** on property located at **7920 Chesapeake Boulevard, Suite A**," will be introduced in writing and read by its title.

Documents:

R-01 Special Exception - Mi Tierra Maya Mexican Grill.pdf

R-2
Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of an **Automobile Sales and Service** establishment named **'Priority Ford'** on property located at **3340 to 3420 North Military Highway**," will be introduced in writing and read by its title.

Documents:

R-02 Special Exception - Priority Ford.pdf

R-3
Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a right of entry permitting the **New Hope Church of God in Christ** to go upon and use certain City owned property numbered and designated as **616, 618, and 620 West 35th Street**," will be introduced in writing and read by its title.

Documents:

R-03 Right of Entry Agreement with New Hope Church of God in Christ.pdf

R-4
Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **Corner Shops, LLC** permission to encroach into the right-of-way of **Colonial Avenue at 2000 Colonial Avenue** approximately 305 square feet for the purposes of an entrance walkway, canopy and outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

Documents:

R-04 Encroachment Agreement with Corner Ships, LLC - 2000 Colonial Ave.pdf

R-5
Letter from the City Manager and an Ordinance entitled, "An Ordinance to schedule a meeting between the **City Council** and the **Norfolk School Board on Wednesday, December 7, 2016 at 5:00 p.m.** and to move the location of said meting from the Council Chamber of the City Hall Building to the **Norview Middle School Auditorium**," will be introduced in writing and read by its title.

Documents:

R-05 Ordinance to Schedule Joint Meeting with School Board.pdf

R-6
Letter from the City Manager and an Ordinance entitled, "An Ordinance to approve an Amendment to the **Lease Agreement** for certain City property located at **1361 and 1371 Hanson Avenue** with **Norfolk NATO Festival, Inc. SO AS TO** change the description of the demised premises, to qualify the access and use of the entrance, to qualify the access and use of the entrance and exit ways and the paved areas and to authorize the execution of the **Lease Agreement**," will be introduced in writing and read by its title.

Documents:

R-06 Amendment to Lease with NATO Festival, Inc..pdf

R-7
Letter from the City Manager and an Ordinance entitled, "An Ordinance to approve the terms and conditions of an Amendment to the current **Encroachment Agreement** with **D L C, L.L.C. SO AS TO** include **Mega J. Properties, LLC** as a party to the **Agreement**, to reflect that **D L C, L.L.C.** is now doing business as **Red Dog Saloon**, to correct the size of the encroachment area, and to reflect the amended encroachment fee," will be introduced in writing and read by its title.

Documents:

R-07 Amend Encroachment Agreement for Outdoor Dining at 1421 Colley Ave - Mega J.pdf

R-8
Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a grant award in the amount of $100,000.00 from the C**ommonwealth of Virginia, Department of Criminal Justice Services**, to support the establishment of a new **Community Collaboration Center Satellite Office in Norfolk for the Crime Victim Assistance Program** and appropriating and

authorizing the expenditure of $80,000.00 in grant funds and $20,000.00 in a local in-kind match being the services of an **Assistant Commonwealth's Attorney and a Paralegal at the Community Collaboration Center**," will be introduced in writing and read by its title.

Documents:

R-08 Acceptance of Victim-Witness Program New Initiaitve Grant Award - 100,000.pdf

R-9

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

Documents:

R-09 Amendment to terms of cooperation agreement with the Economic Development Authority.pdf

R-10

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

Documents:

R-10 Performance Agreement with Economic Development Authority and Movement Mortgage, LLC.pdf

THE CITY OF NORFOLK

November 15, 2016

City Council;

Today's memo provides you with information from the November 15th Council meeting.

Highlights include:

- Dog Park Policy Review
- Non-Discrimination Clause

This weekend we kick off the Holidays in the City in Norfolk. We are ready to welcome more than 5,000 participants in the 3rd Annual Norfolk Harbor and nearly 100,000 spectators for the 32nd annual Grand Illumination Parade.

We have worked with our partners and the community to make sure everyone has plenty of information on discounts for parking, Tide rides and the best way to come to Norfolk to enjoy all the fun. All the information is posted on our website at www.norfolk.gov/holidays and on our social media pages.

THE CITY OF NORFOLK

MEMORANDUM

TO:	City Council
FROM:	Lori A. Crouch, Corporate Communications Director
COPIES TO:	City Clerk, City Attorney
SUBJECT:	Council Interests
DATE:	November 18, 2016

Today's memo includes information from your November 15th Council meeting.

Non-Discrimination Clause: The City's Equal Employment Opportunity currently contains the following statement:

"It is the policy of the City of Norfolk to provide equal opportunity in City employment and to prohibit discrimination, harassment and retaliation in all aspects of employment. Employment decisions are made without regard to race, color, religion, gender, sex, national origin, pregnancy status, age, sexual orientation, disability, veterans' status, genetic information or any other characteristic protected by law."

While the intent of the policy is to be inclusive, this policy, as well as many others, is currently under review and will be revised accordingly to ensure consistency with the respective federal, state and/or local laws.

Consent Agenda: Unanimous special exceptions will come before you on a Consent Agenda at the December 13th meeting.

Dog Park Policy: The Department of Recreation, Parks & Open Space is currently reviewing its dog park policy. Items that are currently being researched and redefined as part of our review process are as follows:

- Definition of adjacent property owners and those impacted by a dog park installation.
- Establishment of Dog Park Associations as sub-committees of Civic Leagues where dog park improvements or new installation require Civic League and Recreation & Parks Commission approval.
- Dog Park Associations would also be responsible for providing monthly updates to the civic leagues and to neighborhoods via its social media avenues and channels.
- Review and approval of all repairs, refurbishments or new construction in Dog parks by all operational Departments prior to commencing with these projects. (RPOS, Planning, PW, GS & NPD)
- The requirement for Dog Park Associations to become established 501C-3's

- All dog park associations must have by-laws and election of officers on an annual or bi-annual biases.
- The development of safety checks for dogs that frequent dog parks for licenses and immunizations a function of Associations in cooperation and coordination with Animal Control and RPOS Park Rangers.

Coffee Tree Parking: Several city staff have spoken with the property owner. Tickets were issued only on days when street sweepers operate or customer parked in the school crosswalks. Another meeting is planned in the near future with the property owner and representatives from various city departments to discuss the parking situation again.

The City Clerk will respond directly to you with information regarding electronic voting.

Have a good weekend.

City of Norfolk

Inter Department Correspondence Sheet

TO: Members of City Council

FROM: Breck Daughtrey, City Clerk

COPIES TO:

SUBJECT: Minutes of City Council Meeting

November 18, 2016

Attached are the minutes of the City Council meeting and held on Tuesday, November 15, 2016.

Breck

Breck

NORFOLK, VIRGINIA

BUSINESS MEETING OF COUNCIL

TUESDAY, NOVEMBER 15, 2016

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

He thereupon called on the City Manager to review the agenda.

The City Manager reported that they have a continuation of the Council Retreat, recalling that there were three priorities that were discussed back in September housing, education and safety and over the last 60 days had an opportunity to talk about education and tonight is a follow-up in terms of housing. They would hope that next week to have a touch of the other three items that were discussed at the retreat and that is infrastructure, technology and resilience so that they can keep those things going throughout the course of the end of the year. They have two discussions tonight one is an update for the housing study, which will be presented by Susan Perry, special assistant to the City Manager and Phillip Kash with HR&A. They also have an update on purpose built communities a discussion that was heard back in the September 2015 Retreat and then there are two closed session items.

A. HOUSING STUDY DISCUSSION

Susan Perry, Special Assistant to the City Manager, introduced Stan Wall and Phillip Kash of HR & A who reported to council on how to implement an affordable housing strategy. The reported:

- Increase homeownership by modifying strategy for selling GEM lots, development subsidy, and owner occupied rehab and down payment assistance.
- Small rental revitalization – to improve and preserve existing stock it is recommended the city implement programs for a rental rehabilitation fund, code enforcement and rental inspection.
- Develop new rental housing by supporting 4% tax credit projects.

On the goal of deconcentrating poverty:

- Redevelop public housing in a way that addresses tenant mobility, landlord outreach and utilizes a master planned redevelopment.
- Require mixed-income rental housing.

Ms. Perry stated the next step is to develop a model prototype to implement.

Mr. Riddick stated the city needs to make a concerted effort on this to get his support and will require spending local funds to implement the initiative. He said the occupancy permit program needs to be reinstated. He recommended that council take a bus tour of public housing.

B. PURPOSE BUILT COMMUNITIES UPDATE

Susan Perry, Special Assistant to the City Manager, reported:

- The goal of the organization and program is to break the intergenerational cycle of poverty that focus on developing mixed income housing, cradle to college education pipeline and community wellness.
- Staff has been working to establish a network of private sector champions to help advance the initiative toward a development, attended a PBC conference with local non-profit leaders and citizens and established an interagency revitalization planning group.
- PBC has committed a team of experts to Norfolk to advance the initiative.

C. COUNCIL INTERESTS

1. Vice Mayor Whibley:
    - Expressed concern with speeding issues all over the city, noting that this is a concern for neighborhoods and school zones. She suggested the possibility of increasing fines for speeding, noting that the city of Emporia is known as a place that vigorously hands out speeding tickets.

Mr. Riddick agreed with Dr. Whibley that speeding needs to be addressed and suggested creating a vigorous traffic division.

Mr. Pishko stated he will see if there is any flexibility in the Charter to increase the fine for speeding.

Mr. Jones stated that he will bring Chief Goldsmith in next week to talk about their resources and solutions for the issue.

2. Councilwoman Graves:
   - Expressed concern with parking around the Coffee Tree business on Colonial Avenue in Park Place, stating that customer parking during daytime business hours has become problematic for the mix-use building that has the coffee shop on the first floor and apartments on the second floor.

3. Councilwoman McClellan:
   - Inquired whether the nondiscrimination clause in the city's hiring policy can be updated to include sexual orientation and gender identification.
   - Asked for an update on electronic voting and what the findings were in terms of costs and etcetera.
   - Would like to have a discussion about broadcasting non-agenda speakers at Council meetings.
   - Asked for a review of the dog park policy.

4. Councilman Thomas:
   - Recommended Council consider a consent agenda for special exceptions as they come from the Planning Commission with a unanimous recommended approval and also for the tax rebates.

He stated that he also agrees with the request to update the city's hiring policy to include a nondiscrimination clause for sexual orientation and gender identification.

D. GENERAL AND SPECIAL ELECTION UPDATE

Ms. Stephanie Iles, General Registrar, reported that the General Assembly passed a bill this year that requires them to move from the current touchscreen voting system to paper ballots with an optical scan. They will have to purchase all new equipment and paper ballots for each election to satisfy the number of registered voters, plus extra in case someone messes up or they have people not registered to vote turn up. They will move to a whole new system base with voting going forward, but it will require some additional funding. The new system will have to be in place by July 2020. There will be an upfront cost for purchasing equipment for the optical scan counters; so the cost per election will go up due to the cost of paper ballots.

Mr. Riddick stated that voters over in Ghent on the southside of 21st Street have Taylor School, Chrysler Museum, Maury High School, Ghent Square Community Center to go vote. He stated that there are at least five or six voting places in that one small section where some of the other communities, for example, Rosemont and Bolling Elementary don't have as many polling places in some of the other

communities that have turnouts like Rosemont. He asked that they take a look at that. Also, it was such a dismal turnout at Ruffner Elementary and maybe they need to get something on this side of Tidewater Drive.

Ms. Iles stated that Ruffner Elementary voter turnout was great compared to what it had been in the past. They had over 500 voters for this particular election whereas they've had elections were only two people turned out to vote.

Ms. Iles stated that they had Norfolk Police directing traffic in the early morning and evening because of the time change over the weekend. There were signs posted and they had assistance with traffic control to slow the speed down. She stated that they looked at a number of different locations as a possible alternate for the Hunton YMCA that they were previously in; but the school has worked out very well. Schools were closed on election day, which left ample parking at most of the polling locations that were schools. She stated that they will be happy to look at more polling places. They consolidated some precincts back in 2012 to conserve on the voting equipment that they had at the time. They can look at Rosemont which is one of the larger precincts. Sherwood is a large precinct where they consolidated from the school and rec center because they were right next door to each other so that was moved to consolidate equipment. She stated they will be happy to look at where the high concentrations of voter registrants are to see about possibly splitting some of those and look at other buildings, but try and stay in city-owned buildings as much as possible because the city has more control with the schools. The rec centers and libraries were very supportive.

Dr. Whibley stated that the line at Larchmont was over an hour-and-a-half all day.

Ms. Iles stated that the long lines at Larchmont was due to ODU students who thought they were registered at either Lamberts Point Community Center or ODU precinct which is at Larchmont Elementary. She noted that most of the students ended up voting provisional ballots because they were registered in other localities.

Dr. Whibley stated when she was at Larchmont they pulled the students out to a separate line. So the lines for non-students were still long and that she waited over an hour.

Ms. Iles stated that they weren't trying to separate the lines; but they were trying to verify who was registered to get them processed and if they couldn't find them in the poll book they called downtown to verify where they were registered. She stated that they used to have a polling place on campus years ago, but it was moved off campus so that would be something to consider.

Ms. Johnson thanked Ms. Iles for help on setting up the mock election at Richard Bolling Elementary School. They provided sample ballots and "I Voted" stickers for every child from pre-kindergarten through 5th grade. She noted that Richard Bolling Elementary was one of the highest voting precinct that is always consistent.

Ms. Iles stated that they will be back before Council about relocating into the new school. The old school had a name change to Norfolk SECEP and they sent out notices to 3,047 registered voters before the election to remind them that they are still in that building and have not moved yet, but it has a new name. They have been working a lot with the schools doing mock elections and are hoping to do more at schools going forward.

E. CLOSED SESSION

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

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

(7) Consultation with legal counsel and briefings by staff members and the city attorney on litigation regarding a building on Princess Anne Road and on issues with a business on Plume Street.

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

No: None.

NORFOLK, VIRGINIA

ACTION OF THE COUNCIL

CITY COUNCIL MEETING

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

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

The opening prayer was offered by Reverend Harold J. Cobb, Rector, Grace 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 MEETING

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

ACTION: The Resolution as introduced was **adopted**, effective November 15, 2016.

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

No: None.

CEREMONIAL MATTER

Mayor Alexander read a Proclamation proclaiming the month of **November** as **Adoption Awareness Month in the City of Norfolk** – Interim Director of Human Services, Denise Gallop and adoptive family, Sherill, Andrew and Kayawn Christian accepted the Proclamation.

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**.

One bid was submitted by **151 Granby LLC** that was opened numbered and read.

Thereupon, an Ordinance entitled, "An Ordinance accepting a bid submitted by 151 Granby Street, LLC 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," was introduced and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective December 16, 2016.

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

No: None.

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**.

One bid was submitted by **161 Granby Street LLC** that was opened numbered and read.

Thereupon, an Ordinance entitled, "An Ordinance accepting a bid submitted by 161 Granby Street, LLC 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," was introduced and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective December 16, 2016.

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

No: None.

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**.

One bid was submitted by **245 Granby Street LLC** that was opened numbered and read.

Thereupon, an Ordinance entitled, "An Ordinance accepting a bid submitted by 245 Granby Street, LLC for a long term garage parking agreement, with a term of 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," was introduced and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective December 16, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective November 15, 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 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,**" was introduced in writing and read by its title.

Matt Tacoronte, 815 Coppertone Circle, Chesapeake, was present to answer questions in this matter.

ACTION: The Ordinance as introduced was **adopted**, effective November 15, 2016.

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

No: None.

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

ACTION: The Resolution as introduced was **adopted**, effective November 15, 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 permitting **Bank of America Corporation** to encroach into the right-of-way of **Colonial Avenue** with four existing light poles," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective November 15, 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 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," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective November 15, 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 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," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective November 15, 2016.

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

No: None.

R-7 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $35,748.20 plus interest to **Acosta Military Sales, LLC** based upon the overpayment of its business license tax for tax year 2014," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective November 15, 2016.

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

No: None.

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

ACTION: The Ordinance as introduced was **adopted**, effective November 15, 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 $18,949.08 plus interest to **Marine Contracting Corporation,** 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 November 15, 2016.

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

No: None.

R-10 A Resolution entitled, "A Resolution providing time to allow American Cigar Factory, LLC, 120 days to obtain financing, 150 days to commence construction of apartment units at 1140 East Princess Anne Road, and 18 months to substantially complete the project," was introduced in writing and read by its title.

ACTION: The Resolution as introduced was **adopted**, effective November 15, 2016.

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

No: None.

NEW BUSINESS

1. Lana Pressley, 2833 Villa Circle, requested an exemption from real estate taxes on property located at 1001 E. 26th Street which was donated to the Four Rivers Project, a nonprofit.

2. Robert Henderson, 1120 Craig Street, Apt. C, commented on his hardship upon returning to society from prison, in getting a valid driver's license and the city's hiring practices regarding having a valid driver's license to obtain a job.

3. Tracy D. Benson, 401 Dallas Street, spoke on the following issues: 1) she would like to purchase a GEM lot to build a home in Park Place but has had difficulty receiving information from city staff; 2) the many pot holes in the Barraud Park neighborhood that do not get fixed and 3) that landscaping companies, working on Colley Avenue blow leaves into the street onto passing traffic.

4. Danny Lee Ginn, 3844 Dare Circle, gave a history of City Manager Marcus Jones' tenure with the city.

5. Mary Simpson Jones, 7507 Paulin Court, commented on the incident at Booker T. Washington in which the bleachers broke and she was injured. She stated the school board told her to file a workmen's compensation case but she believes the school is owned by the city.

THE CITY OF NORFOLK
CITY PLANNING

Inter Departmental Memorandum

TO:	City Council
FROM:	George Homewood, FAICP, Director of City Planning
COPIES TO:	City Manager
SUBJECT:	Non Standard Lot Certificate – 1446 W. 37th Street
DATE:	November 18, 2016

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

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

Property Information

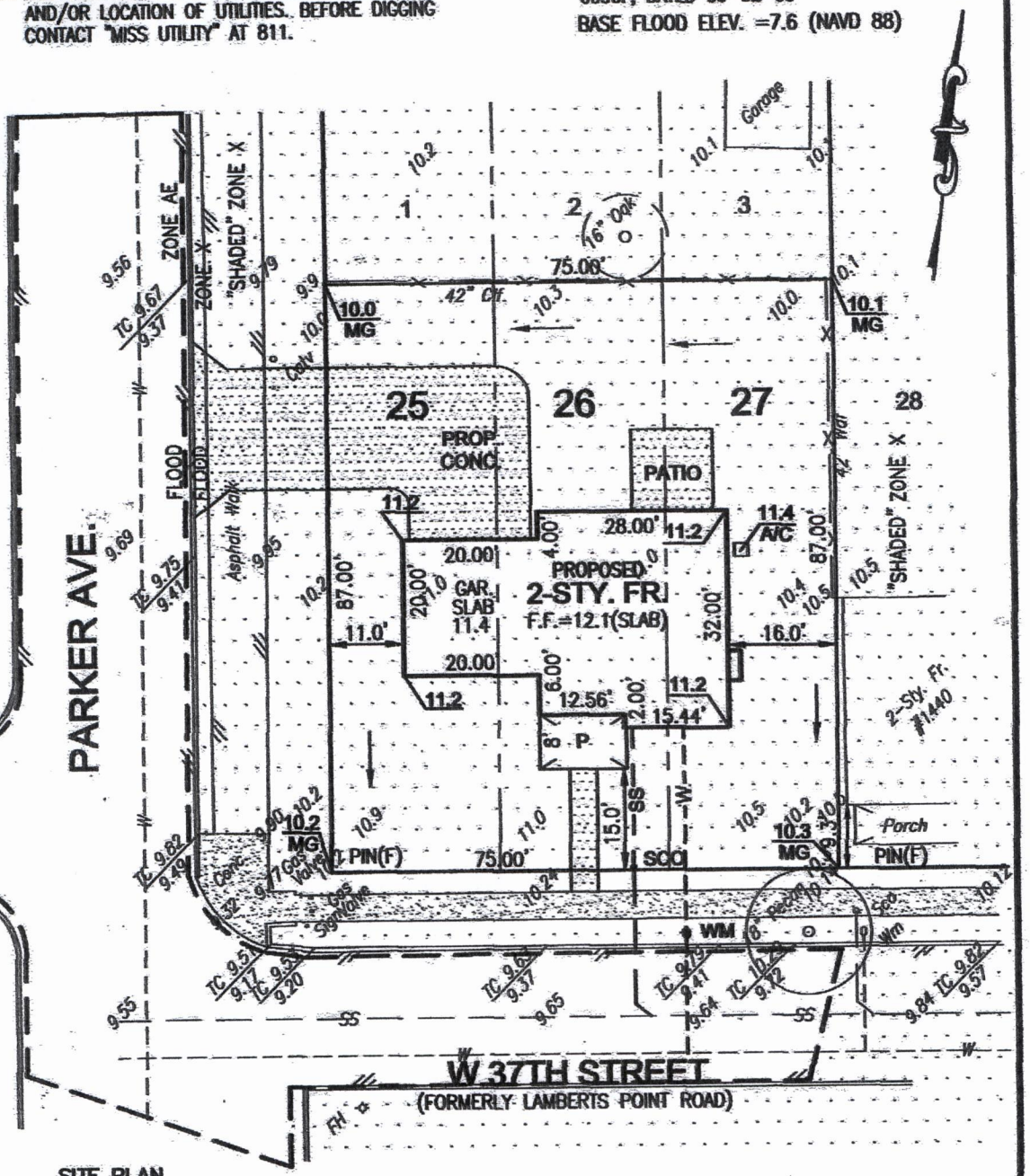
Location:	1446 W. 37th Street	**Neighborhood:**	Lamberts Point
Zoning:	R-8	**Standard Lot Size:**	50 Ft. x 100 Ft.
House Type:	2 Story Single Family	**Proposed Lot Size:**	75 Ft. x 87 Ft.
House Size: (Width x Depth)	38 Ft. x 32 Ft.	**Square Footage:**	2182 Sq. Ft.

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

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

FRONT ELEVATION

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 25, 26 & 27, BLOCK 6
PROPERTY OF
LAMBERTS POINT CO.
Norfolk, Virginia
FOR
BALANCE BUILDERS, INC.

COMMONWEALTH OF VIRGINIA
JOHN E. BRUNELLE
Lic. No. 002334
9-16-16
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 5, 2016	DWG. BY : SMC	PROJ. # 0214516

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 18, 2016

Attached for your review is the Pending Land Use Report, identifying applications received and site plans approved from November 9, 2016 through November 15, 2016. The report reflects items that are tentatively scheduled to be heard at the December 5, 2016 Architectural Review Board meeting and the January 26, 2017 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

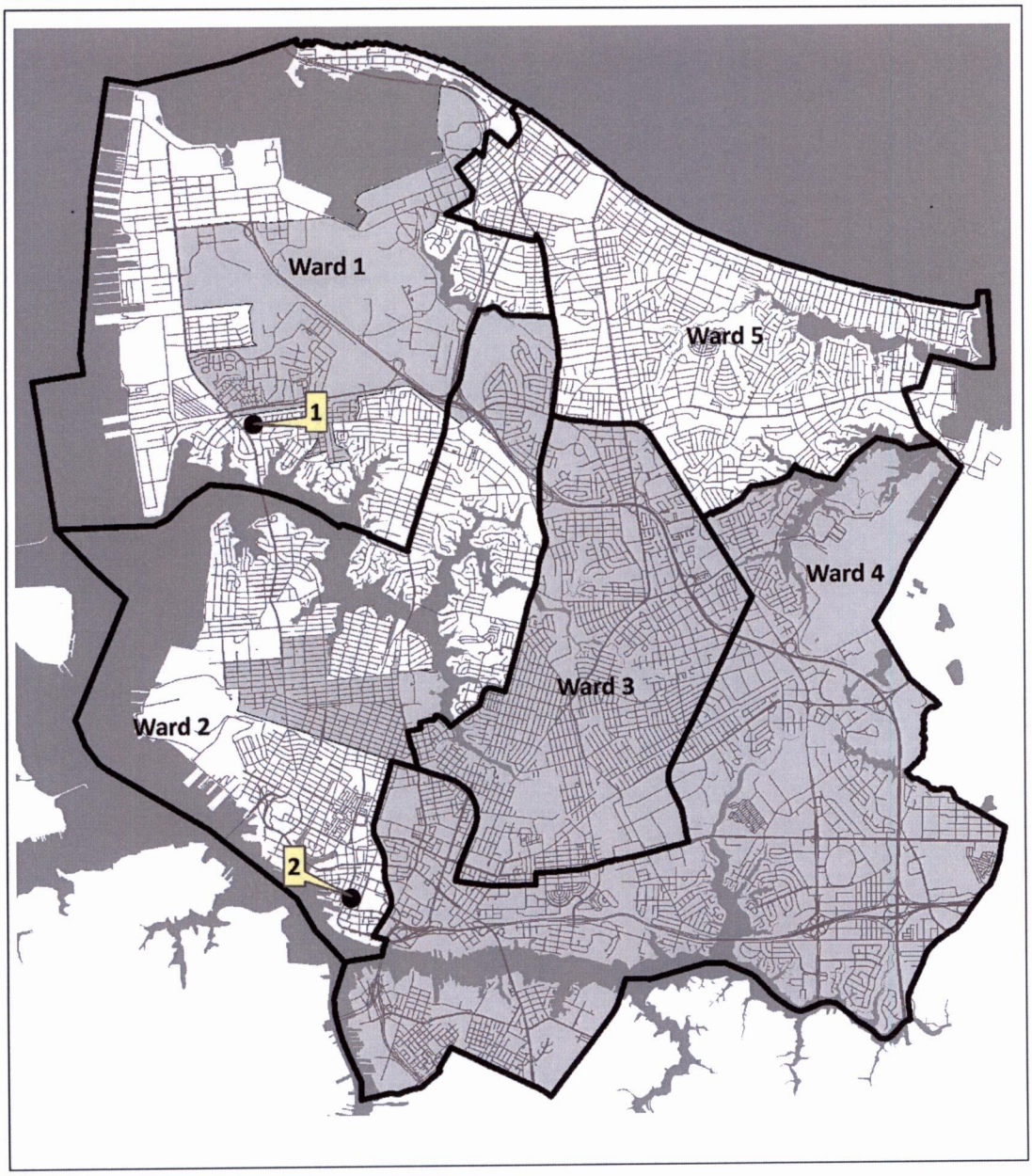
Number	Applicant	Location	Action	Ward	SW	Neighborhood
1	Tymoff + Moss	7620 W. Little Creek Rd	Construction of a new fire station #12	1	6	Meadowbrook

City Planning Commission – January 26, 2017

No New Applications

Approved Site Plans

Number	Site Plan #	Project	Ward	SW	Neighborhood
2	16-0068	244 Granby St. - fire line connection	2	6	Downtown



Pending Land Use Actions
NOVEMBER 9 - NOVEMBER 15

0 4,000 8,000 16,000 Feet

Superwards

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This map is for graphic purposes only.

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

THE CITY OF NORFOLK

MEMORANDUM

TO: City Council

CC TO: City Manager; City Attorney; City Clerk

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

SUBJECT: November 10, 2016 City Planning Commission Public Hearing Results

DATE: November 18, 2016

Attached are the results from the November 10, 2016 Norfolk City Planning Commission public hearing. This report will be prepared on a monthly basis, following each Planning Commission public hearing, to ensure you are informed of Planning Commission actions. No action is required on this report.

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

NORFOLK CITY PLANNING COMMISSION PUBLIC HEARING AGENDA
NOVEMBER 10, 2016

RESULTS

The Norfolk City Planning Commission will hold a public hearing on November 10, 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, 4-3

1. **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

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

2. **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

REGULAR AGENDA

APPROVAL RECOMMENDED, 7-0

1. **CITY PLANNING COMMISSION,** for the following requests to adopt a new Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM):
   a. Amend the City's general plan, *plaNorfolk2030*, to incorporate the new FIRM map.
   b. Text amendment to section 11-3, "Floodplain/Coastal Hazard Overlay Districts (FPCHO)," of the City's *Zoning Ordinance,* to update the City's floodplain regulations in order to adopt the new FIS, effective date February 17, 2017 and make technical corrections.
   c. Change of zoning in order to amend the district boundaries of the FPCHO zoning district, as well as to adopt new district boundaries for the Coastal A FPCHO zoning district; effective date February 17, 2017.

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

TO BE CONTINUED TO THE JANUARY 26, 2017 PUBLIC HEARING

2. **CITY PLANNING COMMISSION,** for a text amendment to section 11-27, "Park Place Residential Overlay District," of the City's *Zoning Ordinance,* in order to clarify the development restriction that prohibits front-loading attached garages.

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

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

3. **PALACE SHOPS SOUTH, LLC,** for the following applications:
   a. Text amendment to repeal section 11-22, "Palace Shops Localized Alternative Sign Overlay District," of the *Zoning Ordinance.*
   b. Special exception to permit alternative signage within the Palace Shops at 300-328 W. 20th Street, 301-333 and 300-350 W. 21st Street, 341 W. 22nd Street, 2019 Llewellyn Avenue and 2112-2114 Debree Avenue.

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

APPROVAL RECOMMENDED, 7-0

4. **MONUMENT DEVELOPMENT FOUR, LLC,** for the following applications at 2219 Colonial Avenue:
   a. Change of zoning to modify conditions attached to the property; zoned conditional C-2 (Corridor Commercial).
   b. To designate the existing structure as a Norfolk Historic Landmark.
   c. Special exception to permit more than six dwelling units.

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

WITHDRAWN

5. **SPHINX BUILDERS, LLC,** for the following applications at 4334-4350 E. Little Creek Road and 7905-7917 Turner Road:
   a. Change of zoning from R-11 (Moderate Density Multi-Family) to R-12 (Medium Density Multi-Family).
   b. Special exception to build 31 multi-family units.

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

APPROVAL RECOMMENDED, 7-0

6. **INDEPENDENCE TATTOO III**, for a special exception to operate a tattoo parlor/school at 952 W. 21st Street.

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

APPROVAL RECOMMENDED, 7-0

7. **URBAN CASTAWAYS,** for a special exception to operate a consignment shop at 114 W. 20th Street.

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

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

8. **COMMUNE – REAL FOOD,** for a special exception to operate an eating and drinking establishment at 2406 Colley Avenue.

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

APPROVAL RECOMMENDED, 7-0

9. **DOROTHY'S BBQ SMOKEHOUSE,** for the following special exceptions at 4110 Colley Avenue:
   a. Eating and drinking establishment.
   b. Sale of alcoholic beverages for off-premises consumption.

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

   APPROVAL RECOMMENDED, 7-0

10. **DEAD RECKONING DISTILLERY,** for a special exception to operate a micro-distillery at 310-312 W. 24th Street

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

11. **SMALL'S RESTAURANT & CATERING CO.,** for the following special exceptions at 2700-2716 Hampton Boulevard:
    APPROVAL RECOMMENDED, 7-0
    a. To amend a previously granted special exception for an entertainment establishment with alcoholic beverages.
    APPROVAL RECOMMENDED, 4-3
    b. Sale of alcoholic beverages for off-premises consumption.

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

    APPROVAL RECOMMENDED, 7-0

12. **JHANÉ'S SWEET LOUNGE,** for a special exception to operate an entertainment establishment with alcoholic beverages at 731 Granby Street.

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

II. New Business

1. Initiate Zoning Text Amendment –
   Continued to the December 8th hearing
   a. To reduce the minimum lot area for day care homes from 10,000 sq. ft. to 7,000 sq. ft.
   APPROVED, 7-0
   Continued from the September 22nd hearing
   b. To allow electronic interactive messaging signs in the 21st Street PCO and Colley Ave PCO.

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

   NO MOTION MADE

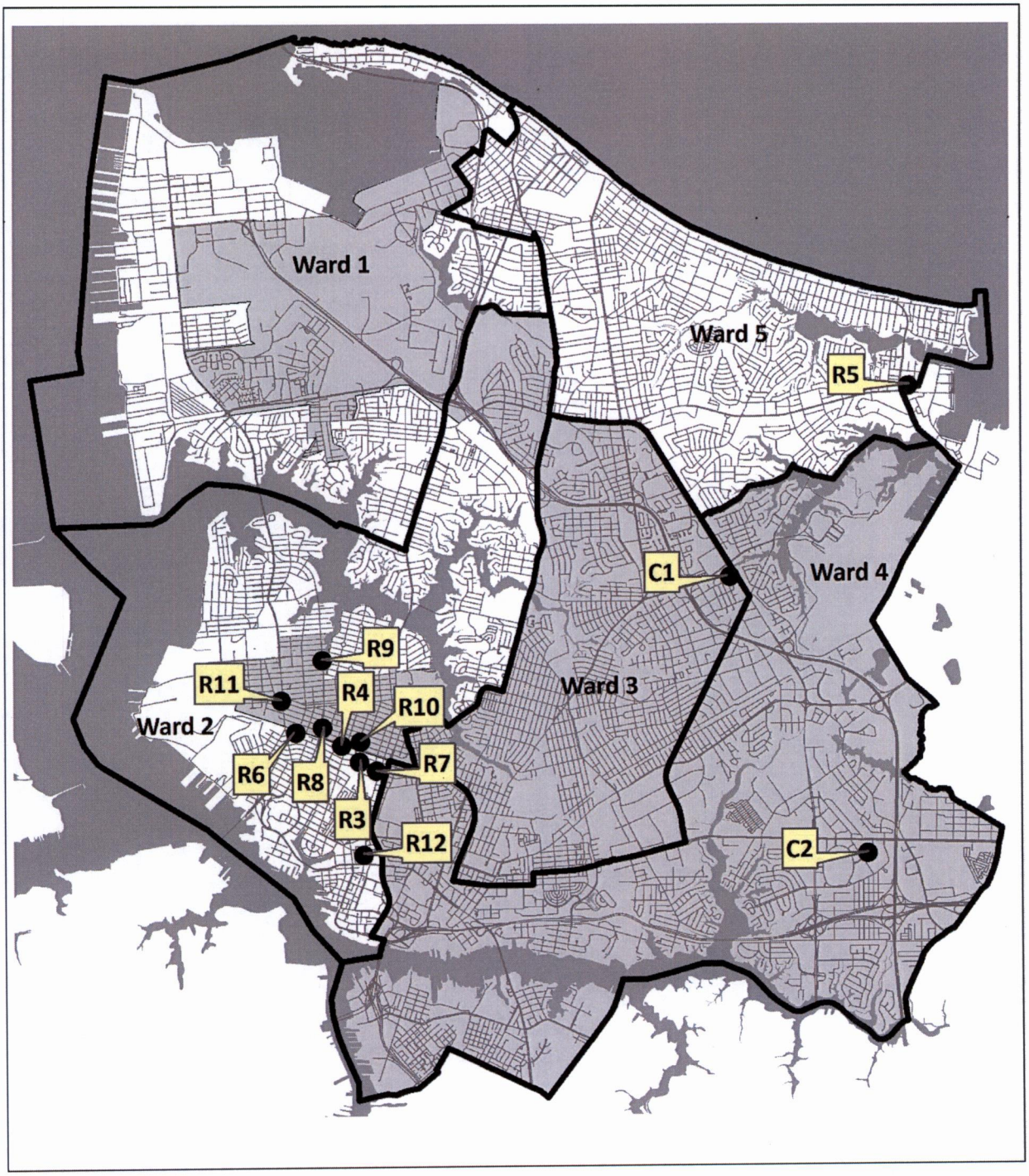
   a. Reconsideration of approval recommendation from October 27th, 2016.

      APPROVED, 5-1 (1 ABSTENTION)

   b. Consideration of recommendation by the Planning Commission to the City Council to review grounds for revocation of special exception Ordinance No. 44,893.

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
NOVEMBER

0 4,000 8,000 16,000 Feet

Superwards

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This map is for graphic purposes only.

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

CITY OF NORFOLK
OFFICE OF THE MAYOR

KENNETH COOPER ALEXANDER
MAYOR

November 18, 2016

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

Ladies and Gentlemen:

Pursuant to Section 12 of the City Charter, I hereby call a special meeting of the Council to meet at 4:00 P.M., November 22, 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 18, 2016

The following meetings will take place on Tuesday, November 22, 2016:

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

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

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 22, 2016 – 7:00 P.M.

Prayer to be offered by Pastor Jim Wood, First Presbyterian Church, followed by the Pledge of Allegiance.

INVITATION TO BID

IB-1 **INVITATION TO BID** scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a long term ten foot non-exclusive access easement and a three foot non-exclusive underground utility easement, for a term of forty years, over certain property located at **723 Spotswood Avenue**, subject to certain terms and conditions.

(THIS MATTER TO BE WITHDRAWN)

PUBLIC HEARINGS

PH-1 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **East Beach Company, LLC,** to amend the Future Land Use Designation in the general plan, *plaNorfolk2030,* from Commercial to Residential Mixed and for a change of zoning from conditional C-2 (Corridor Commercial) district to PD-MUEB (East Beach Planned Development Mixed Use) district on property located at **9510** and the northern portion of **9500 30th Bay Street**.

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 **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**.

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

PH-4 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **The Monument Companies,** to designate the existing structures as a **Norfolk Historic Landmark** on property located at **204-222 W. 22nd Street and 201 W. 23rd Street**.

PH-5 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Old Dominion University Real Estate Foundation,** 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**) and 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)**.

PH-6 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Cook Out Restaurant,** for a change of zoning from R-8 (Single-Family) district to C-2 (Corridor Commercial) district at **7918 Orchid Avenue**.

PH-7 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Royal Farms,** to amend the Future Land Use Designation in the General Plan, *plaNorfolk2030,* from Institutional to Commercial and for a change of zoning from IN-1 (Institutional) District to C-2 (Corridor Commercial) District on property located at **5516 Raby Road**.

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

PH-9 **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 **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.

PH-10 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission,** for a 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.

PH-11 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission,** for a 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.

PH-12 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance to the City of Norfolk by **Jesse Riley** on property located adjacent to **6100 Bromley Court**.

(THIS MATTER TO BE CONTINUED TO DECEMBER 20, 2016)

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 **'Mi Tierra Maya Mexican Grill'** on property located at **7920 Chesapeake Boulevard, Suite A**," will be introduced in writing and read by its title.

R-2 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of an **Automobile Sales and Service** establishment named **'Priority Ford'** on property located at **3340 to 3420 North Military Highway**," will be introduced in writing and read by its title.

R-3 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a right of entry permitting the **New Hope Church of God in Christ** to go upon and use certain City owned property numbered and designated as **616, 618, and 620 West 35th Street**," will be introduced in writing and read by its title.

R-4 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **Corner Shops, LLC** permission to encroach into the right-of-way of **Colonial Avenue at 2000 Colonial Avenue** approximately 305 square feet for the purposes of an entrance walkway, canopy and outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance to schedule a meeting between the **City Council** and the **Norfolk School Board on Wednesday, December 7, 2016 at 5:00 p.m.** and to move the location of said meting from the Council Chamber of the City Hall Building to the **Norview Middle School Auditorium**," will be introduced in writing and read by its title.

R-6 Letter from the City Manager and an Ordinance entitled, "An Ordinance to approve an Amendment to the **Lease Agreement** for certain City property located at **1361 and 1371 Hanson Avenue** with **Norfolk NATO Festival, Inc. SO AS TO** change the description of the demised premises, to qualify the access and use of the entrance, to qualify the access and use of the entrance and exit ways and the paved areas and to authorize the execution of the **Lease Agreement**," will be introduced in writing and read by its title.

R- 7 Letter from the City Manager and an Ordinance entitled, "An Ordinance to approve the terms and conditions of an Amendment to the current **Encroachment Agreement** with **D L C, L.L.C. SO AS TO** include **Mega J. Properties, LLC** as a party to the **Agreement**, to reflect that **D L C, L.L.C.** is now doing business as **Red Dog Saloon**, to correct the size of the encroachment area, and to reflect the amended encroachment fee," will be introduced in writing and read by its title.

R-8 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a grant award in the amount of $100,000.00 from the **Commonwealth of Virginia, Department of Criminal Justice Services**, to support the establishment of a new **Community Collaboration Center Satellite Office in Norfolk for the Crime Victim Assistance Program** and appropriating and authorizing the expenditure of $80,000.00 in grant funds and $20,000.00 in a local in-kind match being the services of an **Assistant Commonwealth's Attorney and a Paralegal at the Community Collaboration Center**," will be introduced in writing and read by its title.

R-9 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing revisions to terms of a **Cooperation Agreement** between the **City of Norfolk** and the **Economic Development Authority** of the City of Norfolk," will be introduced in writing and read by its title.

R-10 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City to enter into a **Performance Agreement** with the **Economic Development Authority** of the **City of Norfolk** and **Movement Mortgage, LLC.**," will be introduced in writing and read by its title.

IB-1 Request to Withdraw made by Director, Department of Public Works

Invitation to Bid and Notice of Public Hearing

INVITATION TO BID AND NOTICE OF PUBLIC HEARING FOR A LONG TERM TEN FOOT NON-EXCLUSIVE ACCESS EASEMENT AND A THREE FOOT NON-EXCLUSIVE UNDERGROUND UTILITY EASEMENT, FOR A TERM OF FORTY YEARS, OVER CERTAIN PROPERTY LOCATED AT 723 SPOTSWOOD 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 ten foot non-exclusive access easement and a three foot non-exclusive underground utility easement, for a term of forty years, in accordance with the ordinance entitled "An Ordinance Accepting The Bid Submitted By _____ and Granting the Said Company a 10-Foot Non-Exclusive Access Easement and a 3-Foot Non-Exclusive Underground Utility Easement Across Property Located at 723 Spotswood Avenue in Conjunction with the Installation and Maintenance of an Aerial Fiber Route and Antennas on an Existing Power Pole," 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.

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

10/26/2016 - wld

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 _____ AND GRANTING THE SAID COMPANY A TEN FOOT NON-EXCLUSIVE ACCESS EASEMENT AND A THREE FOOT NON-EXCLUSIVE UNDERGROUND UTILITY EASEMENT, FOR A TERM OF FORTY YEARS, ACROSS PROPERTY LOCATED AT 723 SPOTSWOOD AVENUE IN CONJUNCTION WITH THE INSTALLATION AND MAINTENANCE OF AN AERIAL FIBER ROUTE AND ANTENNAS TO AN EXISTING POWER POLE, SUBJECT TO CERTAIN TERMS AND CONDITIONS.

- - -

WHEREAS, pursuant to the provisions of Sections 15.2-2100, et seq., of the Code of Virginia, 1950, as amended, the City of Norfolk ("City") has invited bids for a ten (10) foot non-exclusive access easement and a three (3) foot non-exclusive underground utility easement, for a term of forty (40) years, across property located at 723 Spotswood Avenue in conjunction with the installation and maintenance of an aerial fiber route and antennas, 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 in the amount of _____ is accepted, and said company is hereby granted a ten (10) foot non-exclusive access easement and a three (3) foot non-exclusive underground utility easement, over property located at 723 Spotswood Avenue in conjunction with the installation and maintenance of an aerial fiber route and antennas to an existing power pole, the boundaries of such easements being described in Exhibit A attached hereto, for a term of forty (40) years from and after the effective date of this ordinance.

Section 2:- That pursuant to Section 15.2-2104 of the Code of Virginia, 1950, as amended, a bond in the sum of $10,000.00, with good and sufficient security, shall be executed in favor of the City, conditioned upon the proper construction, use and maintenance of any facilities placed within the easements granted by this ordinance.

Section 3:- That upon receipt of said bond, the City Manager is authorized to execute and deliver to _____ a Deed of Easement with such terms and conditions as are consistent with the term sheet attached hereto as Exhibit B.

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

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **Amend the Future Land Use Map from Commercial to Residential Mixed and rezone from Conditional C-2 (Corridor Commercial) to PD-MUEB (East Beach Planned Development Mixed Use) – 9510 and 9500 30th Bay Street – East Beach, LLC**

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: 5/6

Approved: _____
Marcus D. Jones, City Manager

Item Number:
PH-1

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

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

III. **Request:** To extend the East Beach Mixed Use Planned Development zoning to 9510 and the northern portion of 9500 30th Bay Street.

IV. **Applicant:** **East Beach, LLC**

V. **Description:**

- The site abuts 30th Bay Street on the west and Marina Drive to the south which is a private street accessing Bay Point Marina and Condominiums.
- Currently Little Creek Partners Limited Partnership owns the existing parking lot, marina and restaurant.
- The rezoning would require that the lot be subdivided into two parcels:
  - One parcel would contain the existing parking lot and the second parcel would contain the marina, marina parking, restaurant and restaurant parking.
- In 1989, the site was rezoned to conditional C-2 and a special exception granted to allow the site to be used as a marina.
  - Under current C-2 regulations, a marina is a permitted use.
- The applicant proposes to extend the East Beach Mixed Use Planned Development zoning, which abuts the site to the west, onto this site.
- The proposed rezoning would permit the site to be developed with 17 single-family homes in accordance with all of the provisions set forth in the PD-EBMU district including review of the designs of the homes by East Beach Staff.
- The existing parking lot is accessed by two driveways from Marina Drive.
  - The applicant proposes to eliminate one access from Marina Drive and create an access from 30th Bay Street.

VI. Parking

- The site proposed for the single-family homes is currently developed with a parking lot that services both the marina and restaurant.
- If the lot is developed with single-family homes, the remaining parking adjacent to the boat slips and to the east of the restaurant would remain for their use.
- Parking for the single-family homes would be on each individual lot.
- The marina contains 322 boat slips.
  - In the Coastal District, a marina is required to provide .5 spaces per boat slip; 156 parking spaces would be required.
- The restaurant is 3,430 square feet.
  - In the Coastal Character district restaurants are required to provide one parking space per 150 square feet of enclosed building; 23 parking spaces would be required.
- The total number of spaces required would be 179.
- Currently, there are 88 parking spaces provided for the marina and restaurant.
  - The applicant is proposing to provide an additional 49 spaces on the north side of the residential parcel, 14 more to the west of the existing marina parking.
  - A restriping of the existing parking spaces in accordance with current parking dimensions and the provision of compact parking spaces would result in a total of 180 parking spaces.

VII. Historic Resources Impacts

- The site is vacant and is not located within a federal, state, or local historic district.

VIII. Public Schools Impacts

- The site is located in the Little Creek Elementary School, Azalea Middle School and Lake Taylor High School Districts.
- School attendance zones include Little Creek Elementary School (86% utilization), Azalea Gardens Middle School (99% utilization) and Lake Taylor High School (87% utilization).
- Approximately 9 school aged children could be generated by the proposed development (0.5 school aged children per unit).
  - Given the existing school capacity, no significant school impacts are anticipated (note that full utilization is typically calculated at 120%).

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

Attachments:
Location Map
Future Land Use Map
Zoning Map
Applications
Notification list to all property owners within 300 feet
Notice to the City of Virginia Beach – Planning Director
Notice to Joint Expeditionary Base Little Creek-Fort Story – Commanding Officer
Notice to the East Ocean View Civic League

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: October 27, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Susan Pollock Hart, CFM

Staff Report	Item Number: C-1	
Addresses	**9510 and Northern Portion of 9500 30th Bay Street**	
Applicant	**East Beach Company, LLC**	
Requests	**To Amend the Future Land Use Map**	**Commercial to Residential Mixed**
	Rezoning	**Conditional C-2 (Corridor Commercial) to PD-MUEB (East Beach Planned Development Mixed Use)**
Property Owner	Little Creek Partners LTD.	
Site Characteristics	Total Site Area	2.4 Acres
	Future Land Use Map	Commercial
	Zoning	Conditional C-2
	Neighborhood	East Beach/Bay Breeze Point Homes/Bay Point Condos
	Character District	Coastal
Surrounding Area	North	R-8 (Single Family): Bay Breeze Point Homes
	East	Conditional R-14 (High Density Multi-Family): Bay Point Condominiums
	South	Conditional C-2: Bay Point Marina and Lagoon Restaurant
	West	PD-MUED: East Beach Neighborhood

A. Summary of Request

- The site is located at the end of Pretty Lake Avenue and abuts the east side of 30th Bay Street.
- The applicant proposes to construct 17 single-family homes on a site which is currently developed with a parking lot and pool.

B. Plan Consistency

Plan Amendment

- *plaNorfolk2030* designates this site as Commercial, making the proposed use inconsistent with *plaNorfolk2030*.
  - An amendment to Residential Mixed is necessary for the proposed use to be consistent with *plaNorfolk2030*.
- The Identifying Land Use Strategies chapter of *plaNorfolk2030* identifies the Residential Mixed category as a location for a greater variety of housing types, typically developed as walkable neighborhoods with interconnected streets and sidewalks, and buildings that are similar in scale no matter the use.
- Since the proposed use will be an expansion of the East Beach neighborhood, which provides a great variety of housing types, that will be developed with walkable, interconnected streets and sidewalks, the proposed plan amendment is appropriate.

Change of Zoning

- If the plan amendment is approved, the request would be consistent with *plaNorfolk2030*.

C. Zoning Analysis

i. General

- The site abuts 30th Bay Street on the west and Marina Drive to the south which is a private street accessing Bay Point Marina and Condominiums.
- Currently Little Creek Partners Limited Partnership owns the existing parking lot, marina and restaurant.
- The rezoning would require that the lot be subdivided into two parcels:
  - One parcel would contain the existing parking lot and the second parcel would contain the marina, marina parking, restaurant and restaurant parking.
- In 1989, the site was rezoned to conditional C-2 and a special exception granted to allow the site to be used as a marina.
  - Under current C-2 regulations, a marina is a permitted use.
- The applicant proposes to extend the East Beach Mixed Use Planned Development zoning, which abuts the site to the west, onto this site.
- The proposed rezoning would permit the site to be developed with 17 single-family homes in accordance with all of the provisions set forth in the PD-EBMU district including review of the designs of the homes by East Beach Staff.
- The existing parking lot is accessed by two driveways from Marina Drive.
  - The applicant proposes to eliminate one access from Marina Drive and create an access from 30th Bay Street.

ii. Parking

- The site proposed for the single-family homes is currently developed with a parking lot that services both the marina and restaurant.
- If the lot is developed with single-family homes, the remaining parking adjacent to the boat slips and to the east of the restaurant would remain for their use.
- Parking for the single-family homes would be on each individual lot.
- The marina contains 322 boat slips.
  - In the Coastal District, a marina is required to provide .5 spaces per boat slip; 156 parking spaces would be required.
- The restaurant is 3,430 square feet.
  - In the Coastal Character district restaurants are required to provide one parking space per 150 square feet of enclosed building; 23 parking spaces would be required.
- The total number of spaces required would be 179.
- Currently, there are 88 parking spaces provided for the marina and restaurant.
  - The applicant is proposing to provide an additional 44 spaces on the north side of the residential parcel, 14 more to the west of the existing marina parking.
  - A restriping of the existing parking spaces in accordance with current parking dimensions would result in a total of 179 parking spaces.

iii. Flood Zone

The property is located in the X and X shaded Flood Zone which are low-risk flood zones.

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that the proposed development of 17 new single family homes on this site will generate 107 new vehicle trips per day.
- Neither 30th Bay Street nor Pretty Lake Avenue near the site are identified as severely congested corridors in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- Neither 30th Bay Street nor Pretty Lake Avenue adjacent to the site are an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Analysis

The site is vacant and is not located within a federal, state, or local historic district.

F. Public School Impacts

- The site is located in the Little Creek Elementary School, Azalea Middle School and Lake Taylor High School Districts.
- School attendance zones include Little Creek Elementary School (86% utilization), Azalea Gardens Middle School (99% utilization) and Lake Taylor High School (87% utilization).
- Approximately 9 school aged children could be generated by the proposed development (0.5 school aged children per unit).
  - Given the existing school capacity, no significant school impacts are anticipated (note that full utilization is typically calculated at 120%).

G. Impact on the Environment

The subdivision will be required to go through Site Plan Review as this many new homes is considered a common plan of development

H. Impact on Surrounding Area/Site

- The rezoning of this site to East Beach will require that the design of all of the homes be reviewed by the same process all of the homes constructed within East Beach.
- Considering the minimal usage of the existing parking lot and the amount of shared parking that is already occurring, the single-family homes should not negatively impact the surrounding area.

I. Payment of Taxes

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

J. Civic League

- Notice was sent to the East Ocean View Civic League on August 10.
- Letter were received from the East Ocean View Civic League and Bay Breeze Point.

K. Communication Outreach/Notification

- Legal notification was sent to the City of Virginia Beach on August 12 – site located within ½ mile of Virginia Beach City boundary.
- Legal notification was sent to the Commanding Officer of Joint Expeditionary Base Little Creek-Fort Story on August 12– site is within 3,000 feet of a military installation.
- Legal notice was posted on the property on August 16.
- Letters were mailed to all property owners within 300 feet of the property on September 9.
- Legal notification was placed in *The Virginian-Pilot* on September 8 and September 15.

L. Recommendation

Staff recommends **approval** of both the plan amendment and rezoning.

Attachments

Location Map
Future Land Use Map
Zoning Map
Applications
Notification list to all property owners within 300 feet
Notice to the City of Virginia Beach – Planning Director
Notice to Joint Expeditionary Base Little Creek-Fort Story – Commanding Officer
Notice to the East Ocean View Civic League

Proponents and Opponents

Proponents

Rock Bell
1108 Riverside Drive
Newport News, Virginia 23606

Ray W. King
999 Waterside Drive, Suite 2100
Norfolk, Virginia 23510

Donna Cowdrey
President, East Beach Homeowners Association
9575 26th Bay Street
Norfolk, Virginia 23518

Jeff Huentelman
9577 27th Bay Street
Norfolk, Virginia 23518

John Greene
4720 E. Beach Drive
Norfolk, Virginia 23518

Opponents

Steve Kurrle
9550 Bay Front Drive
Norfolk, Virginia 23518

Gary and Marie Roberson
5293 Fairfield Boulevard
Virginia Beach, Virginia 23464

Henry Giffin
2318 Bay Oaks Place
Norfolk, Virginia 23518

Lee Ringer and William Hodges
114 Winshire Street
Norfolk, Virginia 23503

10/24/16 lds

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved: AP

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND THE CITY'S GENERAL PLAN, PLANORFOLK2030, SO AS TO CHANGE THE LAND USE DESIGNATION FOR PROPERTY LOCATED AT 9510 AND A PORTION OF 9500 30TH BAY STREET FROM COMMERCIAL TO RESIDENTIAL MIXED.

- - -

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

Section 1:- That the land use designation set forth in the City's general plan, plaNorfolk2030, for the properties located at 9510 and the northern portion of 9500 30th Bay Street is hereby changed from Commercial to Residential Mixed. The properties which are the subject of this change in land use designation are more fully described as follows:

> Properties fronting 130 feet, more or less, along the eastern line of 30th Bay Street beginning 750 feet, more or less, from the southern line of Pleasant Avenue and extending southwardly; premises numbered 9510 30th Bay Street; and the northern portion of property fronting 170 feet, more or less, along the eastern line of 30th Bay Street beginning 880 feet, more or less, from the southern line of Pleasant Avenue and extending southwardly; premises numbered 9510 30th Bay Street and the northern portion of 9500 30th Bay Street.

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

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

10/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTIES LOCATED AT 9510 AND A PORTION OF 9500 30TH BAY STREET FROM CONDITIONAL C-2 (CORRIDOR COMMERCIAL) DISTRICT TO PD-MU-EAST BEACH (EAST BEACH PLANNED DEVELOPMENT MIXED USE) DISTRICT.

- - -

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

Section 1:- That the properties located at 9510 and the northern portion of 9500 30th Bay Street are hereby rezoned from conditional C-2 (Corridor Commercial) District to PD-MU-East Beach (East Beach Planned Development Mixed Use) District. The properties which are the subject of this rezoning are more fully described as follows:

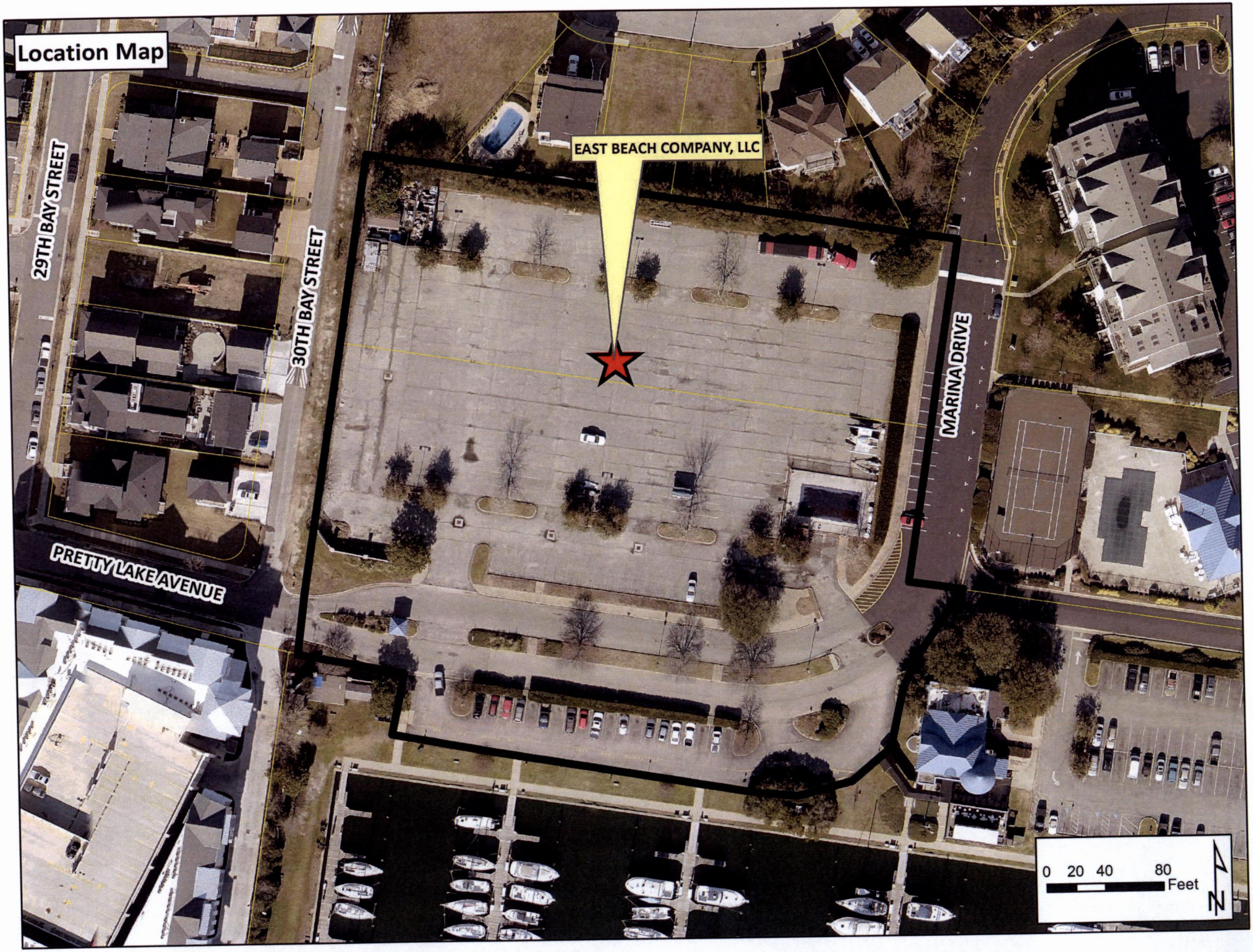
> Properties fronting 130 feet, more or less, along the eastern line of 30th Bay Street beginning 750 feet, more or less, from the southern line of Pleasant Avenue and extending southwardly; premises numbered 9510 30th Bay Street; and the northern portion of property fronting 170 feet, more or less, along the eastern line of 30th Bay Street beginning 880 feet, more or less, from the southern line of Pleasant Avenue and extending southwardly; premises numbered 9510 30th Bay Street and the northern portion of 9500 30th Bay Street.

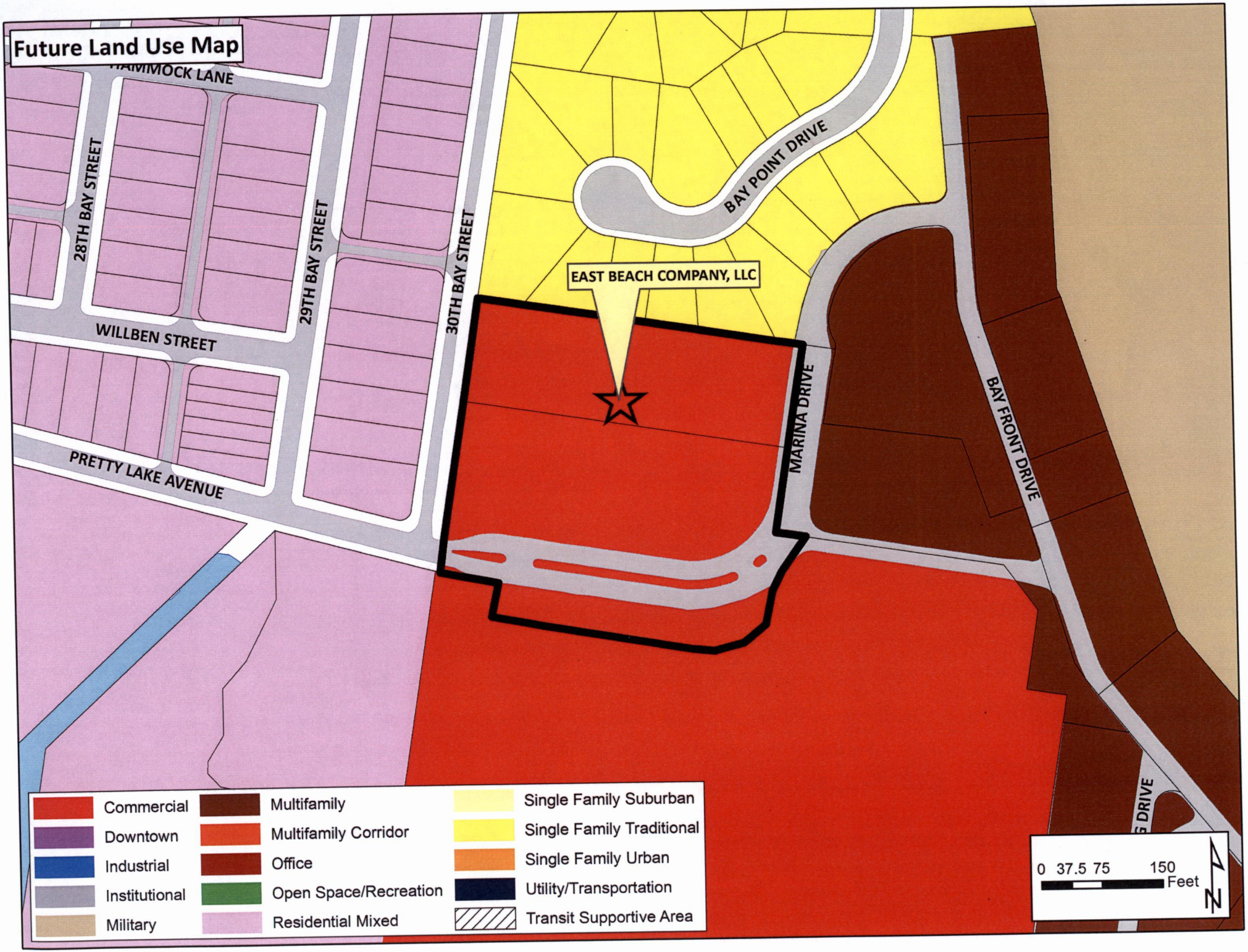
Section 2:- That the master plan that has been adopted for the PD-MU-East Beach (East Beach Planned Development Mixed Use) District shall be updated to reflect the inclusion of these properties within the District and the use of said property for the construction of up to 18 new single-family dwellings.

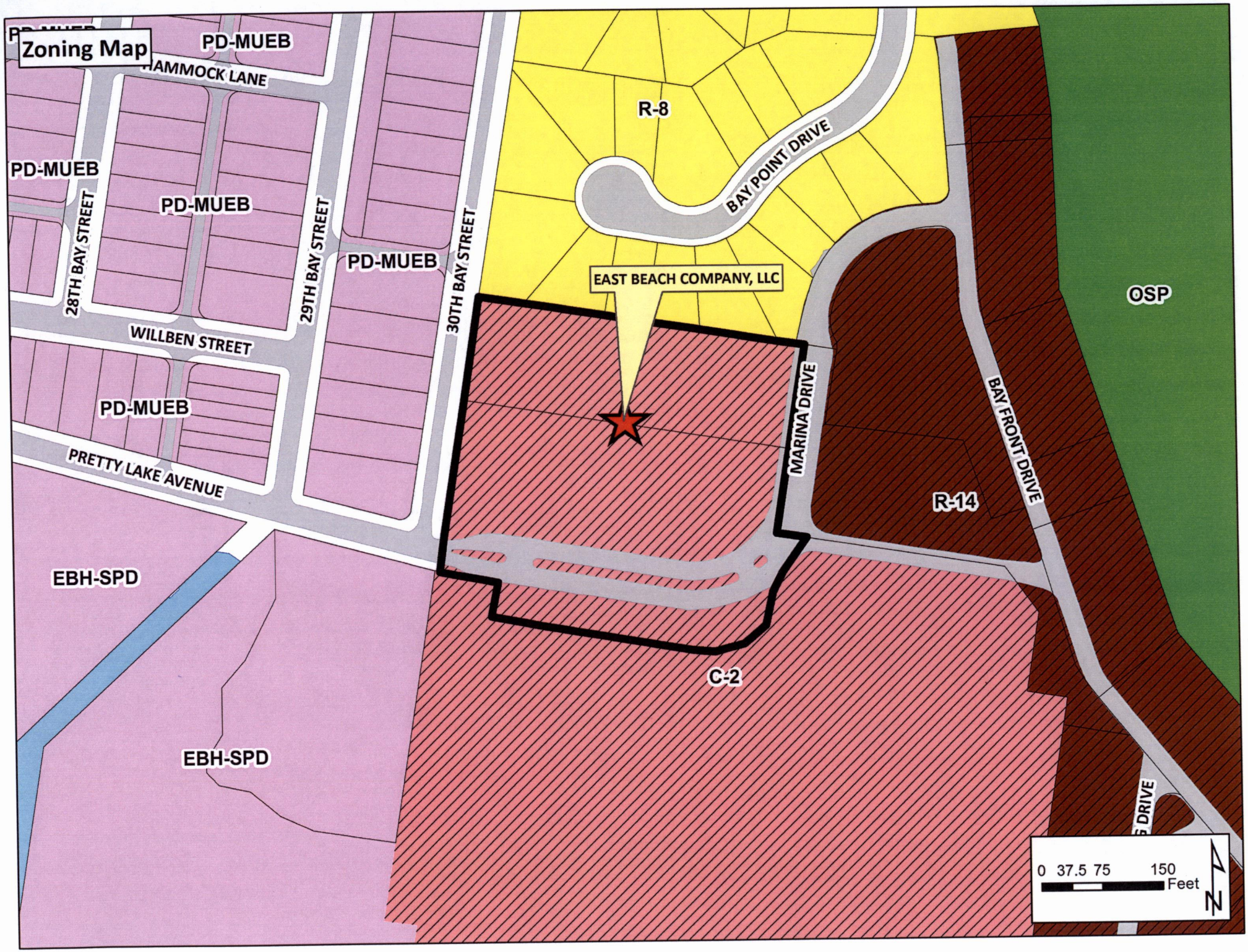
Section 3:- That the official Zoning Map for the City of Norfolk is hereby amended and reordained so as to reflect this rezoning.

Section 4:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

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


Location Map
EAST BEACH COMPANY, LLC
29TH BAY STREET
30TH BAY STREET
MARINA DRIVE
PRETTY LAKE AVENUE
0 20 40 80
Feet
N


Future Land Use Map
HAMMOCK LANE
28TH BAY STREET
29TH BAY STREET
30TH BAY STREET
WILLBEN STREET
PRETTY LAKE AVENUE
BAY POINT DRIVE
EAST BEACH COMPANY, LLC
MARINA DRIVE
BAY FRONT DRIVE
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
Transit Supportive Area
0 37.5 75 150
Feet
N


Zoning Map
PD-MUEB
HAMMOCK LANE
PD-MUEB
PD-MUEB
28TH BAY STREET
PD-MUEB
29TH BAY STREET
PD-MUEB
30TH BAY STREET
WILLBEN STREET
PD-MUEB
PRETTY LAKE AVENUE
R-8
BAY POINT DRIVE
EAST BEACH COMPANY, LLC
OSP
MARINA DRIVE
BAY FRONT DRIVE
R-14
EBH-SPD
C-2
EBH-SPD
0 37.5 75 150
Feet
N

APPLICATION
CHANGE OF ZONING

Date of application: August 5, 2016

Change of Zoning

From: C-2 **Zoning** **To:** PD-MUEB **Zoning**

DESCRIPTION OF PROPERTY

Property location: (Street Number) 9500 (Street Name) 30th Bay Street

Existing Use of Property: Parking Lot for Marina

Current Building Square Footage N/A

Proposed Use Single-Family Residential (Phase 8 of East Beach PD)

Proposed Building Square Footage Varies

Trade Name of Business (If applicable)

APPLICANT

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

East Beach Company, LLC

1. Name of applicant: (Last) Jackson (First) Lance (MI)

Mailing address of applicant (Street/P.O. Box): 300 West Freemason Street

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

Daytime telephone number of applicant (757) 333-6640 Fax (757) 333-6656

E-mail address of applicant: ljackson@eastbeachnorfolk.com

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

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

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

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

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

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

E-mail address of applicant: _____

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

Little Creek Partners LTD. Partnership

3. Name of property owner: (Last) Anzo (First) Peter (MI) ____

Mailing address of property owner (Street/P.O. box): 25 Shoreline Trail

(City) Clarksville (State) Georgia (Zip Code) 30523

Daytime telephone number of owner (___) _____ email: panzo@viningsmarine.com

CIVIC LEAGUE INFORMATION

Civic League contact: John Greene, East Ocean View Civic League President

Date(s) contacted: _____

Ward/Super Ward information: _____

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

OWNER:

LITTLE CREEK PARTNERS LIMITED PARTNERSHIP,
a Delaware limited partnership
By: Vinings Marine Group I, LLC, a Georgia limited liability company, its general partner

By: _____ **(SEAL)**
Peter D. Anzo, Manager

Date: 8/4/16

Print name: Peter ANZO (Applicant) **Sign:** _____ (Date) 8/4/16

ONLY NEEDED IF APPLICABLE:

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

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

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

Print name: Lance Jackson **Sign:** _____ 8 / 5 / 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

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

5857 Harbour View Boulevard, Suite 202
Suffolk, Virginia 23435
O. 757.935.9014 F. 757.935.9015
www.landplanningsolutions.com

October 5, 2016

5th Floor, Room 508
City Hall Building
Department of Planning & Community Development
810 Union Street
Norfolk, VA 23510
(757) 664-4752

Re: East Beach Phase 8 Rezoning Application

EAST BEACH – PHASE 8 – REZONING AMENDED

EBC005

Enclosed please find the Amended Rezoning Application containing the Amended Conceptual Site Plan, and Narrative description (below) for two additional parcels to be rezoned and incorporated into the East Beach PD. The Survey forwarded to you previously is unchanged is not included as part of this packet.

The East Beach Company plans to rezone a total of +/-2.4 acres of land, located east of 30th Bay Street and Pretty Lake Avenue, from C-2 to PD-MUEB. The proposed project site includes Tax Map Parcel 2-A (GPIN 1560043407), which is approximately 1.2 acres and a +/-1.2 acre portion of Tax Map Parcel Y-1 (GPIN 1560032719), which is currently a total of +/-25.978 acres. The project is surrounded to the north by single family residential lots (Bay Breeze Point), to the south by Pretty Lake Marina, to the east by Bay Point Condominiums, and to the west by 30th Bay Street and the East Beach community.

The project site is currently an asphalt paved parking lot with approximately 250 spaces. An in-ground pool that serves the marina is also located on Parcel Y-1. The site is mostly impervious area and the existing pervious area consists of landscape islands on the ends of each parking bay. The parcels are both currently zoned Corridor Commercial District (C-2) with special conditions. In addition, Tax Map Parcel Y-1 is located within the special purpose East Beach Harbor (EBH) District. According to the City of Norfolk Zoning Ordinance, residential uses in the C-2 District must be mixed uses and require a Special Exception Use. Therefore, the site will need to be rezoned for the proposed development.

A total of 17 single family homes are proposed (down from 26 in the original application) with waterfront views and spacious greens that will connect the community to the adjacent marina. The rezoning of these parcels will transform an old, underused parking lot into a vibrant addition to the East Beach Planned

Development. The site will be accessed from the terminus of Pretty Lake Avenue which then becomes Marina Drive. Entrance connections to the site will be provided from Marina Drive and 30th Bay Street which is currently a one-way alley in the southbound direction.

Also changed from the original submittal is the addition of 44 parking spaces to be retained or created at the northern boundary of the property. That, along with restriping and re-configuring the existing lots, and creation of some additional parking lot in the western lot south of Marina Drive, and the inclusion of 9 of the 13 existing spaces along the western edge of the north-south portion of Marina Drive, brings the total number of spaces to 180 for use by the Marina and Restaurant. Onsite parking on the 17 lots will be accommodated by providing 3 on-site spaces for each lot. The homes constructed will not have rentable carriage houses as an option. Please note that we are not proposing to install any parallel parking spaces on the east -west portion of Marina Drive.

In addition to the rezoning of the two parcels, the East Beach Company proposes to amend the current East Beach PD to incorporate the new lots that will be created.

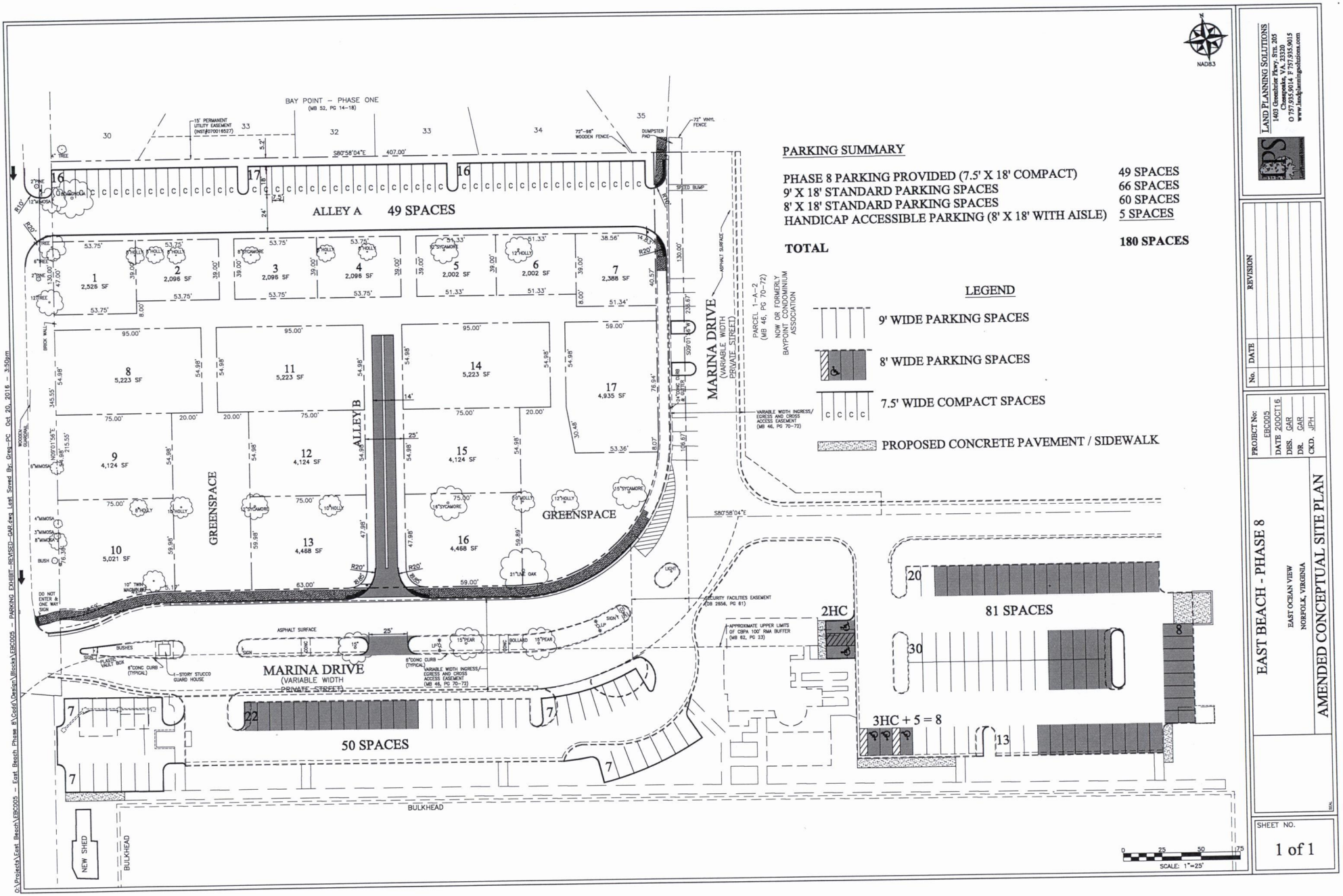
The original application stated in error that the PD Ordinance allows for a maximum of 700 units in East Beach. Subsequent investigation has revealed that number to be an aspirational original estimate, with the actual unit count within the boundary of the original 100 acres determined by mutual consent between the Norfolk Redevelopment and Housing Authority (NRHA) and East Beach Company, LLC., based upon approved master plans as change over time. As the parcels in question are not owned by the NRHA, the maximum unit count as approved by the NRHA is not applicable.

Sincerely,

Jeffrey P. Huentelman, PE
Land Planning Solutions, LC

CC: Rock Bell / Lance Jackson – East Beach Company, LLC

Attachment: Amended Conceptual Site Plan



LAND PLANNING SOLUTIONS
1403 Greenbrier Pkwy, Ste. 205
Chesapeake, VA. 23320
O 757.935.9014 F 757.935.9015
www.landplanningsolutions.com

No.	DATE	REVISION

PROJECT No: EBC005
DATE 20OCT16
DES. GAR
DR. GAR
CKD. JPH

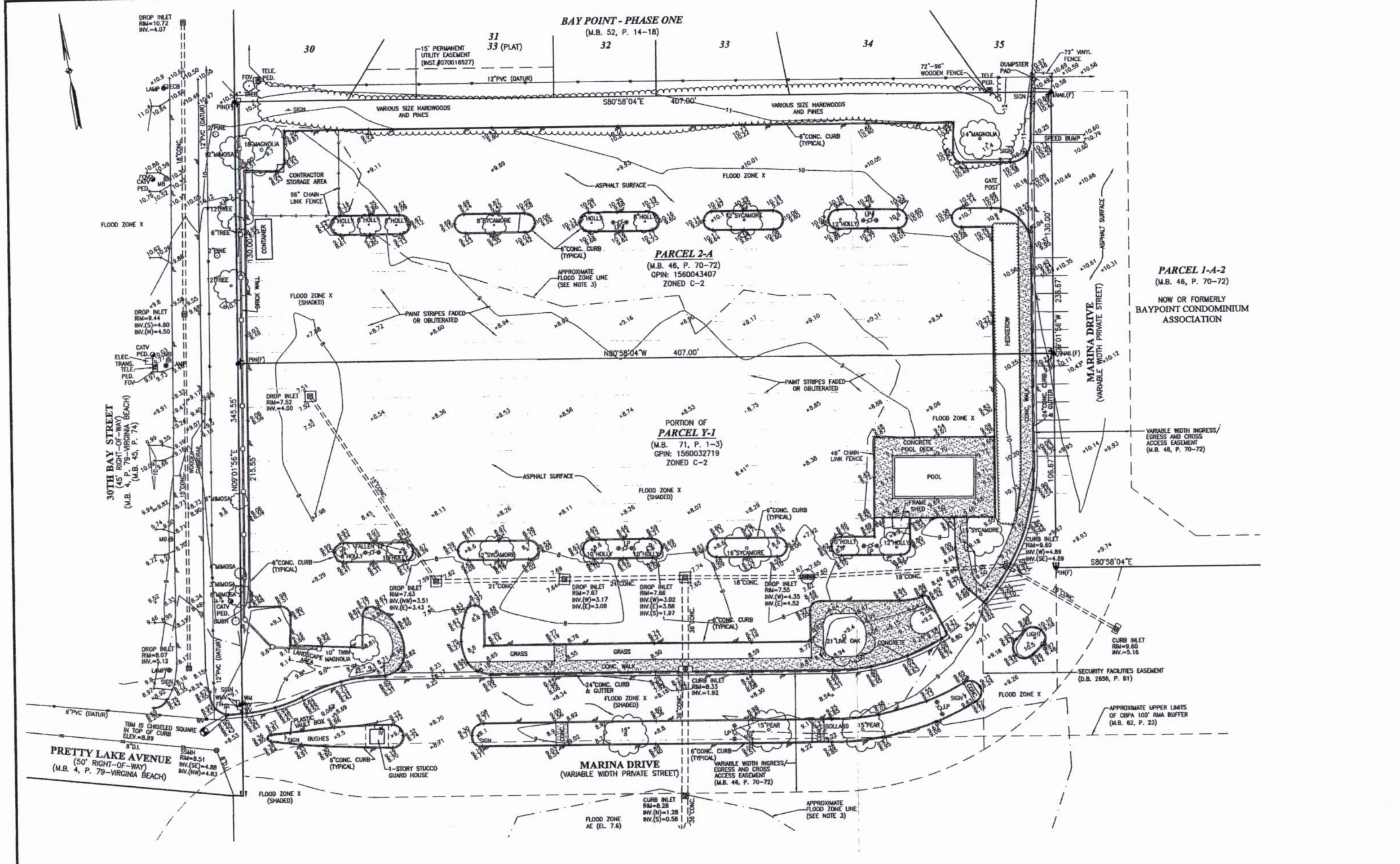
EAST BEACH - PHASE 8

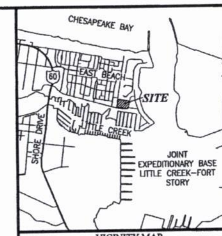
EAST OCEAN VIEW
NORFOLK, VIRGINIA

AMENDED CONCEPTUAL SITE PLAN

SHEET NO.
1 of 1

O:\Projects\East Beach\EBC005 – East Beach Phase 8\Cadd\Design\Blocks\EBC005 – PARKING EXHIBIT-REVISED-GAR.dwg Last Saved By: Greg-PC Oct 20, 2016 – 3:50pm





VICINITY MAP
SCALE: 1"=2000'

REVISIONS

06–30–16 ADDED WATERLINE AND UTILITY EASEMENT

ROUSE-SIRINE ASSOCIATES, LTD.
LAND SURVEYORS, MAPPING CONSULTANTS & S.U.E. QUALITY LEVELS "A-D"
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GRAPHIC SCALE: 0 25 50 75 FEET

COMMONWEALTH OF VIRGINIA
JERROLD W. HUTTON
Lic. No. 1729
Rev. 06/30/16
LAND SURVEYOR

TOPOGRAPHIC SURVEY OF PARCEL 2-A (M.B. 46, P. 70-72) AND A PORTION OF PARCEL Y-1 (M.B. 71, P. 1-3) NORFOLK, VIRGINIA FOR EAST BEACH COMPANY, LLC

SURVEY NOTES:

1. THE MERIDIAN SOURCE IS BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (1993).
2. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE EXPRESSED IN FEET.
3. THIS PROPERTY APPEARS TO FALL IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR COMMUNITY PANEL NUMBER 5101040080F, EFFECTIVE DATE SEPTEMBER 2, 2009.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT SHOW ANY/ALL EASEMENTS OR RESTRICTIONS THAT MAY AFFECT THE PROPERTY SHOWN HEREON.
5. UNDERGROUND UTILITIES SHOWN ON THIS SURVEY ARE FROM FIELD OBSERVATIONS AND RECORD DRAWINGS. ROUSE–SIRINE ASSOCIATES, LTD. CANNOT GUARANTEE THE STATUS, EXISTENCE OR NON–EXISTENCE OF UTILITIES SHOWN OR NOT SHOWN ON THIS SURVEY. PRIOR TO EXCAVATION ACTIVITIES, THE CONTRACTOR SHALL CONTACT "MISS UTILITY" OF VIRGINIA AT 811 OR 1–800–552–7001 TO VERIFY THE LOCATION OF UNDERGROUND UTILITIES.
6. THE PROPERTY ON THIS SURVEY WAS CONVEYED TO LITTLE CREEK PARTNERS LIMITED PARTNERSHIP BY INSTRUMENT #040048284.

THIS TOPOGRAPHIC SURVEY PARCEL 2–A AND A PORTION OF PARCEL Y–1 WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF JERROLD W. HUTTON, L.S. FROM AN ACTUAL GROUND SURVEY MADE UNDER MY SUPERVISION; THAT THE IMAGERY AND/OR ORIGINAL DATA WAS OBTAINED ON JUNE 20 AND JUNE 21, 2016; AND THAT THIS PLAT, MAP, OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.

SIGNED: *Jerrold W. Hutton* DATE: *Rev. 06/30/16*
JERROLD W. HUTTON, L.S. NO. 1729

LEGEND

ELEC.	ELECTRIC
TRANS.	TRANSFORMER
FL	FLOOD LIGHT
LP	LIGHT POLE
ECB	ELECTRIC CONTROL BOX
MB	MAIL BOX
FH	FIRE HYDRANT
IV	IRRIGATION VALVE
WM	WATER METER
WMV	WATER METER VAULT
WV	WATER VALVE
SSMH	SANITARY SEWER MANHOLE
TELE.	TELEPHONE
CATV.	CABLE TELEVISION
PED	PEDESTAL
FOV	FIBER OPTIC VAULT
DATUR	DEPICTED ACCORDING TO UTILITY RECORDS

SCALE:	1"=25'
DATE:	JUNE 21, 2016
DRAWN:	JMG
CHECKED:	JWH/CBD
FIELD BK:	P.S. 775, P. 130; P.S. 796, P. 11-16
JOB NO.:	13290-7

SHEET NO. 1 OF 1

ACAD:13290-7-EAST BEACH MARINA TOPO.dwg

WILLIAMS MULLEN

HOWARD E. GORDON
Direct Dial: 757.629.0607
hgordon@williamsmullen.com

September 16, 2016

Via: Electronic Mail

Rock Bell, General Manager
East Beach Company, LLC
4459 Pleasant Avenue
Norfolk, VA 23518
RBell@eastbeachnorfolk.com

Re: East Beach – Phase 8

Dear Rock:

In connection with the purchase by East Beach Company of a portion of the property owned by Little Creek Partners Limited Partnership, we have reviewed the title to this property as well as the adjacent access easement. Our review included the Cross-Easement Agreement dated April 27, 1994, the First Amendment dated September 14, 1994, the Subdivision Plat dated March, 1989, recorded in Map Book 45, at page 74, and the Resubdivision Plat dated November 20, 1989, recorded in Map Book 46, at page 70. All of these items are recorded in the Clerk's Office of the Norfolk Circuit Court.

The Subdivision Plat recorded in Map Book 45, at page 74, created the "Ingress/Egress and Cross Access Easement" which connected the property generally known as Bay Point to the eastern terminus of Pretty Lake Avenue. Upon the development of the Bay Point property, this easement has been designated as Marina Drive. The Ingress/Egress and Cross Access Easement was also shown on the Resubdivision Plat recorded in Map Book 46, at page 70 with a reference to Note 3. Note 3 on this Resubdivision Plat states: "Perpetual, Non-Exclusive Ingress/Egress, Cross Access Easement" (M.B. 45, P.74, 74A, 74B) (M.B. 45, P.100, 100A, 100B).

It was not until 1994, when the Cross-Easement Agreement was recorded in Deed Book 2605, at page 550 that the use of this access easement was addressed. As noted on the plats, the easement is non-exclusive. As such, the owner of the land encumbered by the easement, now Little Creek Partners Limited Partnership, may grant other persons or entities the right to use the easement. Section 6 of the Cross-Easement Agreement is entitled "Use of Parking Areas" and, based on our review of the recorded instruments, is the only restriction related to parking. The relevant portion of Section 6 reads as follows:

> No campers, boat trailers, house trailers, or other recreational vehicles or utility trailers, school buses, or marked or unmarked commercial vehicles having a gross vehicle weight in excess of 6,000 pounds and having dual wheels, or which are licensed as commercial vehicles, shall be parked on the parking areas within Bay Point Marina, other than service vehicles which are not parked overnight, nor shall portable storage sheds be placed thereon.

There is no prohibition of parking along the curb line of the Ingress/Egress Easement by privately owned automobiles. Further, as a non-exclusive easement, there is no restriction on the fee owner of the easement area granting East Beach Company (and its successors) the right to park along Marina Drive so long as it does not interfere with the access provided to the condominium owners. In fact, there are a number of parking spaces for automobiles located within the easement adjacent to the eastern boundary of the property which you have under contract.

I trust this information responds to your inquiry.

Very truly yours,

Howard E. Gordon

HEG/lsp
32023213_1

Memorandum

To: Lance Jackson
Rock Bell
East Beach Company LLC

Date: October 20, 2015

Project #: 34069.00

From: Kirsten Tynch, PE, PTOE

Re: Anzo Property Redevelopment – **Parking Analysis**

At the request of East Beach, LLC, VHB reviewed the parking supply and demand for **the Pretty Lake Marina and the Lagoon Restaurant. The Pretty Lake Marina has 312 slips, and approximately 22 percent of the slips are rented by residents within walking distance to the marina. The Lagoon Restaurant is a 2,000 square foot quality restaurant that is open for lunch and dinner seven days a week. The restaurant includes shower and laundry facilities for the marina. The** location of the marina and restaurant are shown in Figure 1.

Figure 1. Site Map

Existing Conditions

There are three parking lots adjacent to the marina and restaurant as shown in Figure 1. Lot 1 is the West Marina Lot located directly north of the marina and contains 19 spaces. Lot 2 (East Marina Lot) is located east of the Lagoon restaurant and contains 69 spaces. Lot 3 (North Marina Lot) is located adjacent to 30th Bay Street and across the street from the marina and includes 247 parking spaces. Recent data from the marina shows that Lot 3 is usually empty and open parking spaces routinely exist in both Lots 1 and 2. East Beach, LLC is looking at redeveloping Lot 3. Therefore Table 1 includes the total spaces that currently exist with and without Lot 3.

In addition to the off-street parking, on-street parking is available along Marina Drive east of 30th Bay Street. Marina Drive is a two-lane divided local street. Currently each lane is 24' in width and provides a single lane of traffic with on-street parking on each side of the road. Table 1 summarizes the available parking for the marina and restaurant.

Lot 3 is predominantly empty on any given day. Photos taken of the lots on Saturday, July 4, 2015 clearly demonstrate minimal parking demand in Lot 3 during this peak time.

Table 1. Existing Parking Supply

Parking Area	Spaces Available
Lot 1 (West Marina Lot)	19
Lot 2 (East Marina Lot)	69
Lot 3 (North Marina Lot)	247
On-street (Eastbound)	7
On-street (Westbound)	9
Total	**351**
Total (without Lot 3)	**104**

Figure 2. Photos of Lot 3 on Saturday, July 4, 2015

City of Norfolk Parking Requirements

The Norfolk zoning regulations lists the following requirements for off-street parking for the two relevant land uses:

- Eating & Drinking establishment – 1 space per 175 sf of enclosed building area for traditional areas
- Marina – ½ space per boat slip

However, Section 27-22.8 of the Zoning Ordinance identifies East Beach as being exempt from the standard minimum parking requirements. Furthermore, on-street parking, off-street parking, and shared parking shall be included in parking counts calculated to meet parking requirements for uses served in mixed-use buildings. The ordinance also states that a maximum of fifty (50) percent of required off-street parking may be compact-car parking.

Industry Parking Guidelines

The Institute of Transportation Engineers' Parking Generation Manual, 4th Edition, identifies the Saturday peak demand to be 0.35 spaces per slip. The peak time for usage of a marina was during the AM and early afternoon hours while the peak usage for a restaurant is during the evenings. With over 20 percent of the marina being rented by East Beach residents, many users walk or bike to both the marina and restaurant. Based on the data provided by ITE and these characteristics of the Pretty Lake Marina, it is recommended that the 0.35 spaces per slip be used to calculate the parking supply required for the marina. As shown in Table 2, this corresponds to a recommended total supply of 122 parking spaces.

Table 2. Required and Recommended Parking By Land Use

	ITE Land Use Code	Size	Unit	Parking			
				City of Norfolk Std		ITE Parking Generation	
				Standard	Required Parking	Average Demand	Recommended Parking
Restaurant	932	2000	SF	1 space per 175 sf of enclosed building area	12	N/A	12
Marina	430	312	SLIPS	0.5 space per slip	156	0.35 space per slip	110
				Total Parking Demand	**168**		**122**

Parking Evaluation and Recommendation

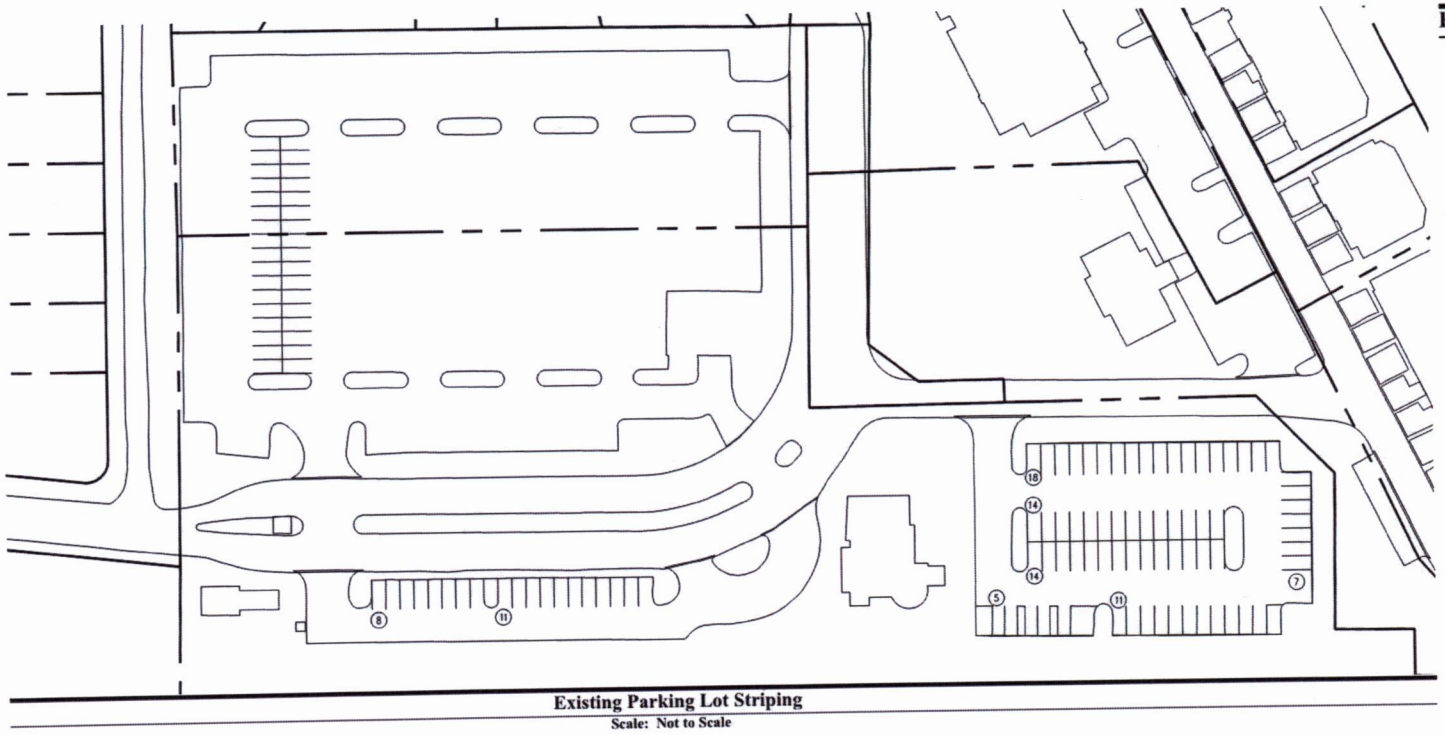
Based on the actual parking space supply excluding Lot 3 of 104 spaces as shown in Table 1 and the recommended demand of 122 spaces shown in Table 2, an additional 18 spaces are required. Figure 3 shows the existing parking space layout for Lots 1 and 2. In order to obtain the additional spaces, the following changes were evaluated:

- Option 1 – 125 Total Spaces (see Figure 4):
    - Reconfigure Lot 1 to provide a mix of compact and standard parking spaces. This provides 3 more spaces.

  - Close the middle entrance into Lot 1 to provide 4 spaces off-street and an additional 3 spaces on-street.
  - Reconfigure Lot 2 to provide a mix of compact and standard parking spaces. This provides 11 additional spaces.

- Option 2 – 140 Total Spaces (see Figure 5):
  - Same as Option 1.
  - Enlarge Lot 1 to the west to add 15 spaces.
- Option 3 – 133 Total Spaces (see Figure 6):
  - Reconfigure Lot 1 to provide a mix of compact and standard parking spaces. This provides 3 more spaces.
  - Enlarge Lot 1 to the west to add 15 spaces.
  - Reconfigure Lot 2 to provide a mix of compact and standard parking spaces. This provides 11 more spaces.
- Option 4 – 137 Total Spaces (see Figure 7)
  - Reconfigure Lot 1 to provide a mix of compact and standard parking spaces and relocate western entrance into the lot. This provides 22 more spaces.
  - Reconfigure Lot 2 to provide a mix of compact and standard parking spaces. This provides 11 more spaces.

Each of these options will provide more than 122 parking spaces which would be adequate for the average peaks anticipated for the marina and restaurant. Overall Option 4 provides more than adequate parking spaces while maintaining the passenger drop-off entrance for the restaurant and allowing smooth traffic flow through Lot 1. This would provide the least impact to existing traffic and pedestrian patterns.



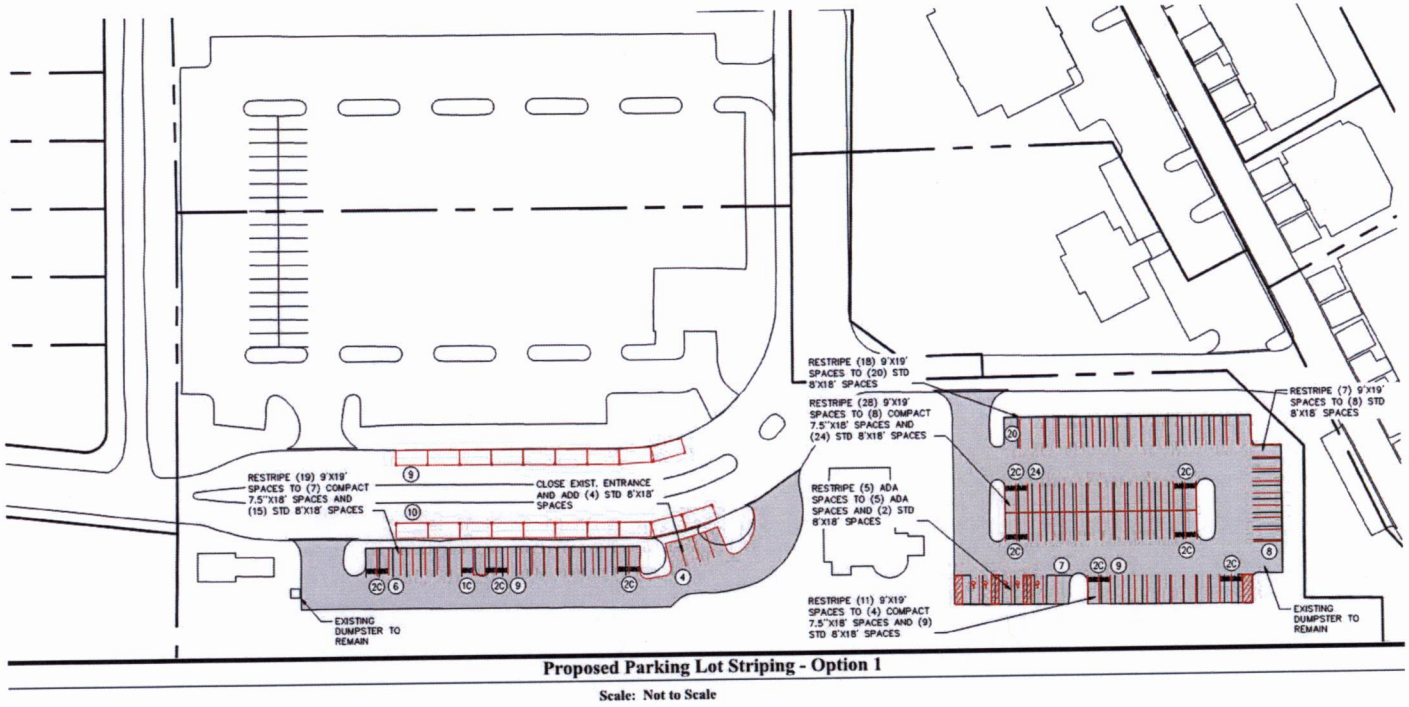
Existing Parking Lot Striping
Scale: Not to Scale

Existing Parking Summary Chart

Description	Size Existing	Spaces Existing
STANDARD SPACES	9'x19'	83
STANDARD ACCESSIBLE SPACES *	13'x18'	4
VAN ACCESSIBLE SPACES *	16'x18'	1
		88
ON-STREET EASTBOUND	9'X21'	7
ON-STREET WESTBOUND	9'X21'	9
TOTAL SPACES		104

* ADA/STATE/LOCAL REQUIREMENTS

Figure 3. Existing Parking Counts



Proposed Parking Lot Striping - Option 1

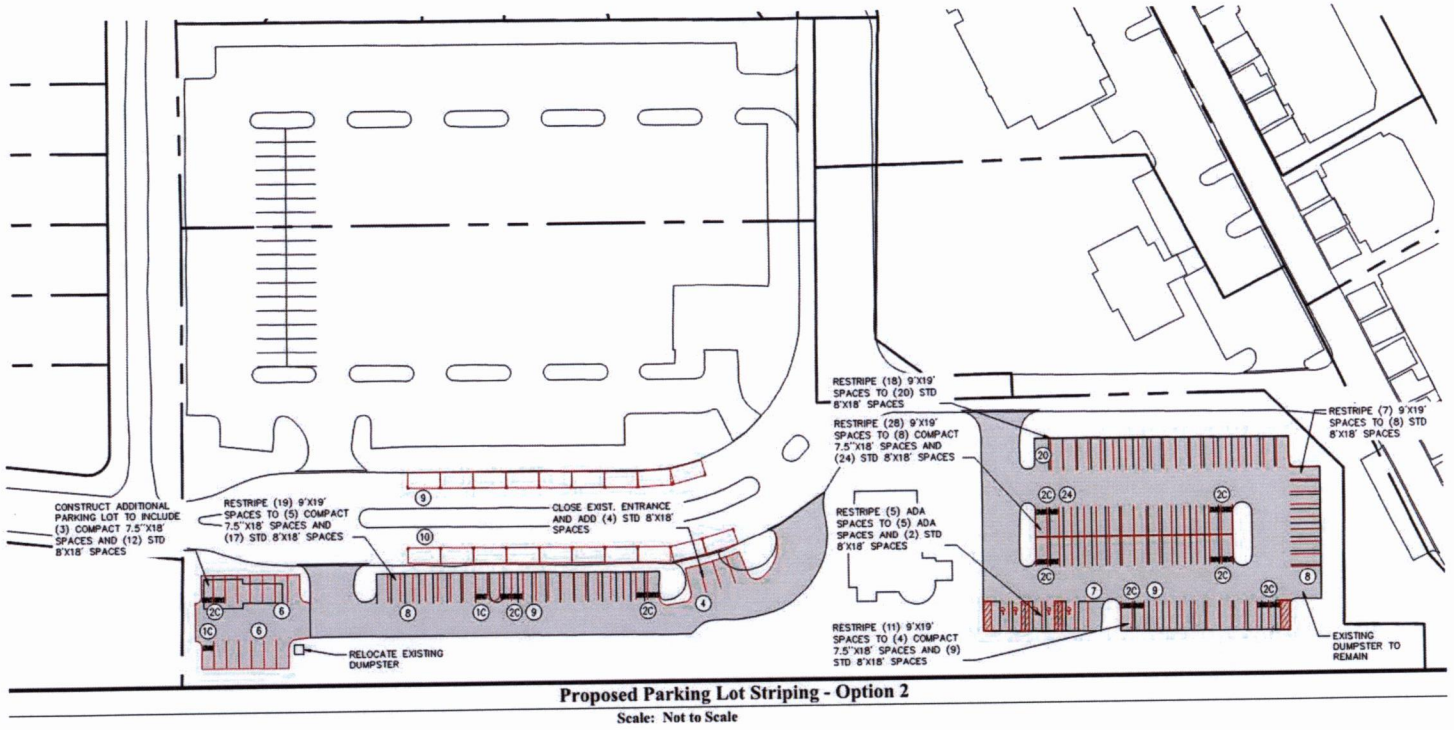
Scale: Not to Scale

Parking Summary Chart

Description	Size Required	Size Provided	Spaces Proposed
STANDARD SPACES	8'x18'	8'x18'	82
STANDARD ACCESSIBLE SPACES *	13'x18'	13'x18'	4
VAN ACCESSIBLE SPACES *	16'x18'	16'x18'	1
COMPACT SPACES (50% PERMITTED)	7.5'X16.5'	7.5'X19'	19
ON-STREET EASTBOUND	9'X21'	9'X21'	10
ON-STREET WESTBOUND	9'X21'	9'X21'	9
TOTAL SPACES			125

* ADA/STATE/LOCAL REQUIREMENTS

Figure 4. Option 1

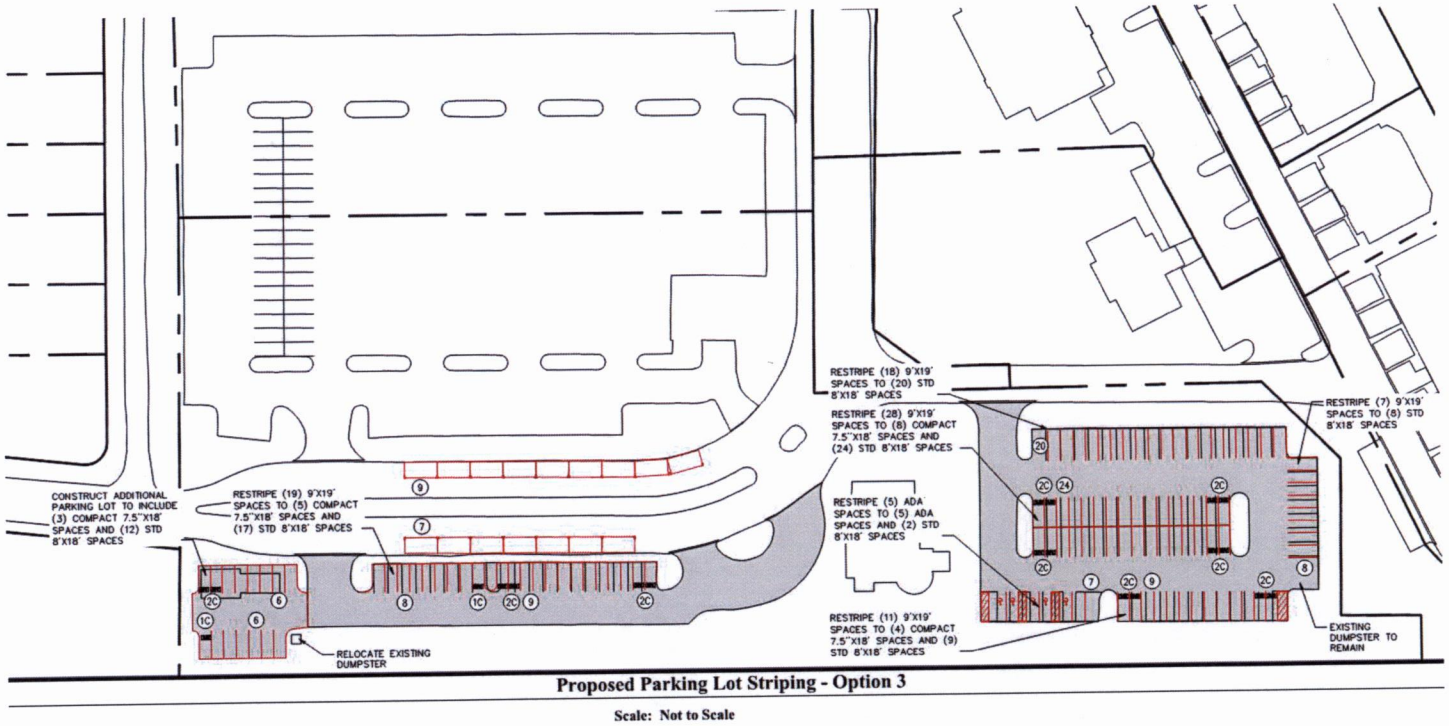


Parking Summary Chart

Description	Size Required	Size Provided	Spaces Proposed
STANDARD SPACES	8'x18'	8'x18'	96
STANDARD ACCESSIBLE SPACES *	13'x18'	13'x18'	4
VAN ACCESSIBLE SPACES *	16'x18'	16'x18'	1
COMPACT SPACES (50% PERMITTED)	7.5'x16.5'	7.5'X19'	20
ON-STREET EASTBOUND	9'X21'	9'X21'	10
ON-STREET WESTBOUND	9'X21'	9'X21'	9
TOTAL SPACES			140

* ADA/STATE/LOCAL REQUIREMENTS

Figure 5. Option 2

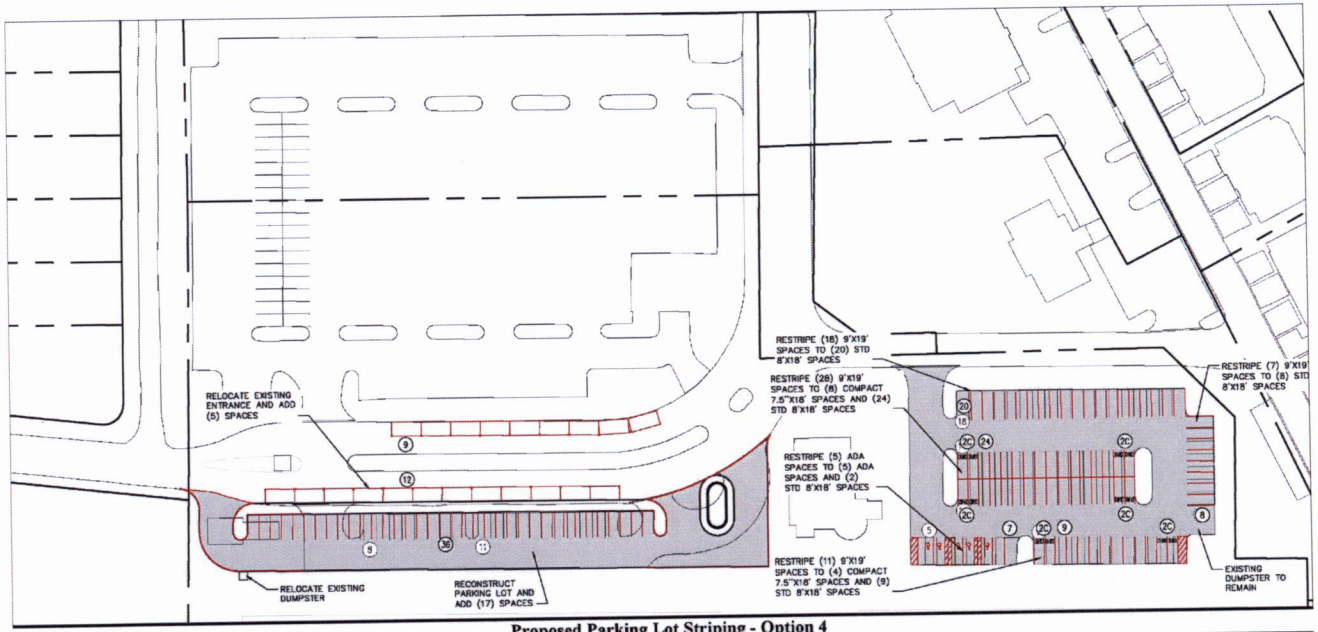


Parking Summary Chart

Description	Size Required	Size Provided	Spaces Proposed
STANDARD SPACES	8'x18'	8'x18'	92
STANDARD ACCESSIBLE SPACES *	13'x18'	13'x18'	4
VAN ACCESSIBLE SPACES *	16'x18'	16'x18'	1
COMPACT SPACES (50% PERMITTED)	7.5'X16.5'	7.5'X19'	20
ON-STREET EASTBOUND	9'X21'	9'X21'	7
ON-STREET WESTBOUND	9'X21'	9'X21'	9
TOTAL SPACES			133

* ADA/STATE/LOCAL REQUIREMENTS

Figure 6. Option 3



Proposed Parking Lot Striping - Option 4

Scale: Not to Scale

Parking Summary Chart

Description	Size Required	Size Provided	Spaces Proposed
STANDARD SPACES	8'x18'	8'x18'	99
STANDARD ACCESSIBLE SPACES *	13'x18'	13'x18'	4
VAN ACCESSIBLE SPACES *	16'x18'	16'x18'	1
COMPACT SPACES (50% PERMITTED)	7.5'X16.5'	7.5'X19'	12
ON-STREET EASTBOUND	9'X21'	9'X21'	12
ON-STREET WESTBOUND	9'X21'	9'X21'	9
TOTAL SPACES			137

* ADA/STATE/LOCAL REQUIREMENTS

East Beach Company - Notification sent to all Property Owners within 300 feet

Property Owner	Property Address	Mailing Address		
Little Creek Partners Ltd Ptnshp	9510 30th Bay St	2839 Paces Ferry Rd Se Ste 880	Atlanta	GA
Ricker, Richard E & Winifred Y	9540 Bay Front Dr 1	12809 Talley Ln	Gaithersburg	MD
Cooke, Patricia	9542 Bay Front Dr H	9542 Bay Front Dr Unit H	Norfolk	VA
Valet, Frederick M & Brooke W	9544 Bay Front Dr G	9544 Bay Front Dr Unit G	Norfolk	VA
Horst, John M & Jennifer M	9546 Bay Front Dr	9546 Bay Front Dr	Norfolk	VA
Rezazadeh, Goli A	9548 E Bay Front Dr	11 Winning Colors Rd	Stafford	VA
Kurrle, Steven D & Elizabeth M	9550 Bay Front Dr D	9550 Bay Front Dr Unit D	Norfolk	VA
Dillard, Richard W & Holly E	9552 Bay Front Dr C	9517 Sturgis St	Norfolk	VA
Hillquist, David & Shirley Living Trust	9554 Bay Front Dr B	9554 Bay Front Dr Unit B	Norfolk	VA
Graeff, Steven D	9556 Bay Front Dr A	9556 Bay Front Dr Unit A	Norfolk	VA
Sweeterman, Mark W & Nancy J	9518 Bay Front Dr	9518 Bay Front Dr	Norfolk	VA
Hawkins, Doris A	9520 Bay Front Dr B	9520 Bay Front Dr Unit B	Norfolk	VA
Latiolais, Carolyn	9522 Bay Front Dr A	601 S Atlantic Ave	Virginia Beach	VA
Madsen, Anne J & Alfred J Jr	9535 Bay Front Dr	9535 Bay Front Dr Unit 302	Norfolk	VA
O'Neill, Nancy	9535 Bay Front Dr 101	230 Long Rd	Tully	NY
O'Neill, Nancy & C Hugh	9535 Bay Front Dr	230 Long Rd	Tully	NY
Swett, Joyce	9535 Bay Front Dr 102	9535 Bay Front Dr Unit 102	Norfolk	VA
Fryauff, David & Pasiman	9535 Bay Front Dr	9535 Bay Front Dr Apt 301	Norfolk	VA
Forrest, James & Bonnie	9535 Bay Front Dr 103	9535 Bay Front Dr Apt 103	Norfolk	VA
Forrest, James & Bonnie	9535 Bay Front Dr	9535 Bay Front Dr Apt 103	Norfolk	VA
Lowery, David S	9535 Bay Front Dr 104	9535 Bay Front Dr Unit 104	Norfolk	VA
Stickles, Jessica E Et Als	9535 Bay Front Dr	9535 Bay Front Dr Apt 307	Norfolk	VA
Weisbrod, Allison	9535 Bay Front Dr 201	9535 Bay Front Dr Unit 201	Norfolk	VA
Slaterback, Richard P & Jane	9535 Bay Front Dr	60 Maple Pl	Huntington	NY
Albertson, Richard E & Lura-Lee	9535 Bay Front Dr 202	9535 Bay Front Dr Unit 202	Norfolk	VA
Stickles, William B & Laurene Q	9535 Bay Front Dr	4554 Diehl Ct	Woodbridge	VA
Slaterback, Richard P & Jane	9535 Bay Front Dr 203	9535 Bay Front Dr Unit 203	Norfolk	VA
Burney, Richard L	9535 Bay Front Dr	9535 Bay Front Dr Unit 312	Norfolk	VA
Lipscomb, Luther M Jr	9535 Bay Front Dr 204	8054 Chesapeake Blvd	Norfolk	VA
Kirkby, Stuart T Et Al	9535 Bay Front Dr	9535 Bay Front Dr Unit 309	Norfolk	VA
Stickles, William B & Lauren Q	9535 Bay Front Dr 205	4554 Diehl Ct	Woodbridge	VA
Romer, Elizabeth A	9535 Bay Front Dr	9535 Bay Front Dr Apt 310	Norfolk	VA
Schroeder, Mary L	9535 Bay Front Dr 206	279 S Pickett St Apt 201	Alexandria	VA
Sickinger, Lisa Rene	9535 Bay Front Dr	9535 Bay Front Dr Unit 306	Norfolk	VA
Christian, William D	9535 Bay Front Dr 207	9535 Bay Front Dr Unit 207	Norfolk	VA
Brigden, Gary E	9535 Bay Front Dr	9509 18th Bay St	Norfolk	VA
Sanders, Ellen Keaton Et Al	9535 Bay Front Dr 208	9535 Bay Front Dr Unit 208	Norfolk	VA
Fryauff, David & Pasiman	9535 Bay Front Dr 301	24109 Sugar Cane Ln	Gaithersburg	MD
Madsen, Anne J & Alfred J Jr	9535 Bay Front Dr 302	9535 Bay Front Dr Unit 302	Norfolk	VA
Hynes, Dwayne D	9535 Bay Front Dr 303	9535 Bay Front Dr Unit 303	Norfolk	VA
Nicewicz, Tricia A	9535 Bay Front Dr 304	9535 Bay Front Dr Unit 304	Norfolk	VA
Pfeffer, Rebecca T	9535 Bay Front Dr 305	9535 Bay Front Dr Unit 305	Norfolk	VA
Sickinger, Lisa Rene	9535 Bay Front Dr 306	9535 Bay Front Dr Unit 306	Norfolk	VA
Stickles, Jessica E Et Als	9535 Bay Front Dr 307	9535 Bay Front Dr Apt 307	Norfolk	VA
Mislak, Edward L & Shana J	9535 Bay Front Dr 308	801 Chance Ct	Street	MD
Kirkby, Stuart T Et Al	9535 Bay Front Dr 309	9535 Bay Front Dr Unit 309	Norfolk	VA
Romer, Elizabeth A	9535 Bay Front Dr 310	9535 Bay Front Dr Apt 310	Norfolk	VA
Brigden, Gary E	9535 Bay Front Dr 311	9509 18th Bay St	Norfolk	VA
Burney, Richard L	9535 Bay Front Dr 312	9535 Bay Front Dr Unit 312	Norfolk	VA
Mellen, William F Et Al	9538 Bay Front Dr	9538 Bay Front Dr	Norfolk	VA
Baxter, Charles F Jr	9536 Bay Front Dr B	343 Hobron Ln Apt 1402	Honolulu	HI
Stella, Craig L & Susan M	9534 Bay Front Dr C	9534 Bay Front Dr Unit C	Norfolk	VA
Moore, Mary C Et Al	9532 Bay Front Dr D	9538 Bay Front Dr	Norfolk	VA
Glowka, Ronald S	9530 Bay Front Dr	9530 Bay Front Dr Unit E	Norfolk	VA
Murphy, Peter J Iii & Donna M	9528 Bay Front Dr	9528 Bay Front Dr	Norfolk	VA

Wallace, Michael R	9526 Bay Front Dr G	9526 Bay Front Dr Unit G	Norfolk	VA
Spencer, Charles F & Carole Lee Trust	9524 Bay Front Dr H	9542 1st View St	Norfolk	VA
Allison, Edna M	5035 Ocean Way	5035 Ocean Way	Norfolk	VA
Richardson, James T & Catherine A	9571 Bay Point Dr	9571 Bay Point Dr	Norfolk	VA
James, Lorinda R & Jason O	9567 Bay Point Dr	9567 Bay Point Dr	Norfolk	VA
Segerblom, Sean P & Angela L	9563 Bay Point Dr	9563 Bay Point Dr	Norfolk	VA
Dickerson, Harold C Jr &Pamela C	9559 Bay Point Dr	9559 Bay Point Dr	Norfolk	VA
Winkler, William E & Elizabeth A	9555 Bay Point Dr	9555 Bay Point Dr	Norfolk	VA
Till, Alison C Declaration Of Trust	9551 Bay Point Dr	9551 Bay Point Dr	Norfolk	VA
Blizzard, Roy M Iii & Tina P	9547 Bay Point Dr	9547 Bay Point Dr	Norfolk	VA
Sia, Inc	9534 Bay Point Dr	800 Juniper Cres Ste A	Chesapeake	VA
Rubow, William & Karina M	9538 Bay Point Dr	1292 Knights Bridge Ln	Virginia Beach	VA
Potter, Lincoln D	9542 Bay Point Dr	703 Wentworth Dr	Chesapeake	VA
Potter, Lincoln D	9546 Bay Point Dr	703 Wentworth Dr	Chesapeake	VA
Reynolds, William Et Al	9550 Bay Point Dr	9550 Bay Point Dr	Norfolk	VA
Minor, Robert J & Paula A	9558 Bay Point Dr	9558 Bay Point Dr	Norfolk	VA
Smigiel, Thomas R Et Al	9562 Bay Point Dr	9562 Bay Point Dr	Norfolk	VA
Parker, Lisa S	9566 Bay Point Dr	9566 Bay Point Dr	Norfolk	VA
Gambill, Page F	9570 Bay Point Dr	9570 Bay Point Dr	Norfolk	VA
Sharp, Terry C & Glenda P	9554 Bay Point Dr	9554 Bay Point Dr	Norfolk	VA
Moloney, Casey D & Kimberly R	9484 29th Bay St	9484 29th Bay St	Norfolk	VA
Lawton, Frank C, Iii & Pamela J	9506 29th Bay St	9506 29th Bay St	Norfolk	VA
Zobel, Christopher M	9501 29th Bay St	9501 29th Bay St	Norfolk	VA
Dudas, John Andrew Jr& Leanne F	9507 29th Bay St	9507 29th Bay St	Norfolk	VA
Gill, Erik S & Isabel I	9513 29th Bay St	9513 29th Bay St	Norfolk	VA
Terry Family Revocable Living Trust	9519 29th Bay St	9519 29th Bay St	Norfolk	VA
George, W Jerald & Shirley J	9525 29th Bay St	9525 29th Bay St	Norfolk	VA
Coates, Archie L Iii & Cheryl S	9531 29th Bay St	9531 29th Bay St	Norfolk	VA
Nrha	9514 29th Bay St	Po Box 968	Norfolk	VA
Bartee-Robertson, Donna M Et Al	9518 29th Bay St	9518 29th Bay St	Norfolk	VA
Nrha	9550 29th Bay St	Po Box 968	Norfolk	VA
Nichols Family Living Trust	9530 29th Bay St	9530 29th Bay St	Norfolk	VA
Demko, David Charles & Betty Olson Living	9542 29th Bay St	9542 29th Bay St	Norfolk	VA
Tretler, Charles U & Deborah K	9488 29th Bay St	508 Watkins Pond Blvd	Rockville	MD
Noel, Clayton T & Adrienne	9492 29th Bay St	9492 29th Bay St	Norfolk	VA
L R Hill Custom Builders, Inc	9496 29th Bay St	Po Box 4190	Virginia Beach	VA
Dowell, Barry J & Donna K	9500 29th Bay St	9500 29th Bay St	Norfolk	VA
Singer, Theresa L	9524 29th Bay St	9524 29th Bay St	Norfolk	VA
Little Creek Partners Ltd Ptnshp	4801 Pretty Lake Av	2839 Paces Ferry Rd Se Ste 450	Atlanta	GA
Little Creek Partners Ltd Ptnshp	4801 Pretty Lake Av	2839 Paces Ferry Rd Se Ste 450	Atlanta	GA
Little Creek Partners Ltd Ptnshp	4801 Pretty Lake Av	2839 Paces Ferry Rd Se Ste 450	Atlanta	GA
Lapietra, Francesco P & Anne M	9536 29th Bay St	9536 29th Bay St	Norfolk	VA
Jordan, Sterling & Stephanie Phelps	9534 29th Bay St	9534 29th Bay St	Norfolk	VA
Bashara, Lois A	9473 29th Bay St	9473 29th Bay St	Norfolk	VA
Samson, Adman J	9477 29th Bay St	9477 29th Bay St	Norfolk	VA
Zobel, Christopher M	9481 29th Bay St	9481 29th Bay St	Norfolk	VA
Landrum, William Thomas & Susan E	9485 29th Bay St	9485 29th Bay St	Norfolk	VA
Cornetta, James V	9489 29th Bay St	9489 29th Bay St	Norfolk	VA
Dail, Gregory	9493 29th Bay St	9493 29th Bay St	Norfolk	VA
Little Creek Partners Ltd Ptnshp	9500 30th Bay St	2839 Paces Ferry Rd Se Ste 450	Atlanta	GA
Little Creek Partners Ltd Ptnshp	9500 30th Bay St	2839 Paces Ferry Rd Se Ste 450	Atlanta	GA
Little Creek Partners Ltd Ptnshp	9500 30th Bay St	2839 Paces Ferry Rd Se Ste 450	Atlanta	GA
Little Creek Partners Ltd Ptnshp	9500 30th Bay St	2839 Paces Ferry Rd Se Ste 450	Atlanta	GA
East Beach Marina Apartments, Llc	4921 Pretty Lake Av	Po Box 11659	Norfolk	VA
East Beach Marina Apartments, Llc	4921 Pretty Lake Av	Po Box 11659	Norfolk	VA
Baypoint Condominium Association	9527 Bay Front Dr	9535 Bay Front Dr	Norfolk	VA
Baypoint Condominium Association	9527 Bay Front Dr	9535 Bay Front Dr	Norfolk	VA
Baypoint Condominium Association	9527 Bay Front Dr	9535 Bay Front Dr	Norfolk	VA

THE CITY OF NORFOLK

August 12, 2016

CAPT Daniel J. Senesky, Commanding Officer
Attention: Mercedes Holland, CPLO
Joint Expeditionary Base Little Creek-Fort Story
2600 Tarawa Court, Suite 100
Virginia Beach, VA 23459

Captain Daniel J. Senesky, Commanding Officer,

The Norfolk Department of City Planning has recently received the following land use applications located within 3,000 feet of the boundary of the Joint Expeditionary Base Little Creek-Fort Story:

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

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

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

EAST BEACH COMPANY, LLC, for the following applications at 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 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 development of 26 single-family homes as part of Phase 8 of the East Beach Planned Development.

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

NEW YORK DELI AND SMOKE SHOP, for a special exception to operate an establishment for the sale of alcoholic beverages for off-premises consumption at 4214 E. Little Creek Road.

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

The item by **NRHA** is tentatively scheduled for the Norfolk City Planning Commission public hearing to be held on August 25, 2016 at 2:30 p.m., and the items by **EAST BEACH COMPANY, LLC** and **NEW YORK DELI AND SMOKE SHOP** are tentatively scheduled for the Norfolk City Planning Commission public hearing to be held on September 22, 2016; both hearings to be held at 2:30 p.m in the City Council Chambers, 11th Floor, City Hall Building, Civic Center, Norfolk, Virginia.

If you would like additional information on the request, you may telephone the staff contact listed under the respective items above. A copy of the complete application is enclosed.

This notice is being sent in accordance with the advertising requirements of the Code of Virginia, section 15.2-2204(d); pertaining to certain land use applications involving any parcel of land located within 3,000 feet of a boundary of a military base or military installation. You or your representative are kindly requested to acknowledge your acceptance and receipt of this actual notice, either by signing a copy of this letter or by separate correspondence sent to this office, and the City of Norfolk welcomes any comments or recommendations concerning the abovementioned items if you see fit.

Sincerely,

Leonard M. Newcomb, III
Department of City Planning
Assistant Director

cc: Susan Pollock Hart, CFM (email)
Matthew Simons, AICP CFM (email)
Chris Whitney, CFM (email)

THE CITY OF NORFOLK

August 12, 2016

City of Virginia Beach
Department of Planning and Community Development
Barry Frankenfield
2405 Courthouse Drive, Building 2, Room 115
Virginia Beach, VA 23456

Dear Mr. Frankenfield,

The Norfolk Department of City Planning has recently received the following land use applications located within one-half mile of the western corporate boundary of the City of Virginia Beach:

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

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

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

EAST BEACH COMPANY, LLC, for the following applications at 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 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 development of 26 single-family homes as part of Phase 8 of the East Beach Planned Development.

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

NEW YORK DELI AND SMOKE SHOP, for a special exception to operate an establishment for the sale of alcoholic beverages for off-premises consumption at 4214 E. Little Creek Road.

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

The item by **NRHA** is tentatively scheduled for the Norfolk City Planning Commission public hearing to be held on August 25, 2016 at 2:30 p.m., and the items by **EAST BEACH COMPANY, LLC** and **NEW YORK DELI AND SMOKE SHOP** are tentatively scheduled for the Norfolk City Planning Commission public hearing to be held on September 22, 2016; both hearings to be held at 2:30 p.m in the City Council Chambers, 11th Floor, City Hall Building, Civic Center, Norfolk, Virginia.

If you would like additional information on the request, you may telephone the staff contact listed under the respective items above. A copy of the complete application is enclosed.

This notice is being sent in accordance with the advertising requirements of the Code of Virginia, section 15.2-2204(c); pertaining to certain land use applications involving any parcel of land located within one-half mile of a boundary of an adjoining locality of the Commonwealth. Because this notice is within the 10-day period before the scheduled date indicated above, you are asked to acknowledge your acceptance and receipt of this actual notice, in accordance with Virginia Code section 15.2-2204(c), either by signing a copy of this letter or by separate correspondence sent to this office.

Sincerely,

Leonard M. Newcomb, III
Department of City Planning
Assistant Director

cc: Susan Pollock Hart, CFM (email)
Matthew Simons, AICP CFM (email)
Chris Whitney, CFM (email)

McDonald, Colette

From: Straley, Matthew
Sent: Wednesday, August 10, 2016 11:06 AM
To: 'greenie4720@yahoo.com'
Cc: Smigiel, Thomas; McClellan, Andria; Ransom, Carlton; Pollock, Susan
Subject: new Planning Commission application - 9500 30th Bay St
Attachments: East Beach.pdf

Mr. Greene,

Attached please find the following applications at 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 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 development of 26 single-family homes as part of Phase 8 of the East Beach Planned Development.

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

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

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

LivingEOV
East Ocean View Civic League

21 October 2016

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

Subject: Request for an amendment to the Future Land Use Designation in the General Plan, *plaNorfolk2030*, from Corridor Commercial C-2 to Planned Development - Mixed Use

This letter represents an amended version of one submitted on September 6, 2016, and provided to the distribution list below.

On August 5, 2016, East Beach Company (EBC), LLC, the East Beach developer, requested an amendment to the Future Land Use Designation in the General Plan, *plaNorfolk2030*, from Corridor Commercial C-2 to Planned Development - Mixed Use for the property whose address is, technically, 9500 30th Bay Street, but is commonly referred to as the "Lagoon Parking lot." The original application was to build a combination of 22 carriage houses and cottages on what is referred to by EBC and among East Beach residents as "Phase 8." The request was scheduled for the 22 Sept City Planning Commission (CPC) meeting and tentatively for a 25 October City Council meeting.

Subsequently, the East Ocean View Civic League (EOVCL) Board of Directors (BOD) reviewed the proposal, as did combinations of residents and Home Owner Association (HOA) Boards from East Beach, Bay Breeze Point and Bay Point Marina. There were a number of concerns raised and discussed, both within the respective HOAs, and then with Mr. Rock Bell and Mr. Lance Jackson, General and Operations Manager, respectively, EBC. Objections revolved predominantly, though not exclusively, around inadequacy of parking. At the September 1st EOVCL meeting, Mr. Jackson explained the plan but, by a vote of 24-9 among those "members in good standing" who were in attendance, the motion to approve failed. The request was then deferred from consideration at the September CPC meeting.

Following that, Mr. Bell and EBC revised the plan; and explained it separately to several members from the impacted neighborhood associations and then to our Board of Directors on September 29th. Mr. Bell then personally brought the plan forward to the EOVCL meeting on October 6th. He presented a very thorough revision of the original plans that now have 10

cottages and 7 carriage houses (for a total of 17, with 3 parking spaces per lot); and totally revised parking plans that show 49 additional parking spaces for the area that meet City code. The guard house will also be taken down and there was no objection to pulling down the brick wall running along lots 8, 9, and 10. The Presidents of all three association groups thanked Mr. Bell for listening to them and revising his plans, especially with regard to the additional parking. Members "in good standing" then voted 36 - 1 to support the new plan. The newly revised plan goes in front of the Planning Commission of October 27, 2016. I plan to attend but not to speak unless necessary. Mr. Bell will also attend.

We believe the addition of these 17 homes will benefit all the neighborhoods involved and we look forward to continued engagement with EBC if/as necessary to achieve our common goals.

Sincerely,

//Original Signed//

John M. Greene, Jr.
President, East Ocean View Civic League

Cc:
Councilman Tommy Smigiel, Ward 5
Councilman Andrea McClellan, Superward 6
Councilman Martin Thomas, Ward 1
Mr. Matt Hales, Planning Commission
Ms. Susan Pollock, Planning Directorate
Mr. Matt Simons, Planning Directorate
Mr. Matthew Straley, Planning Directorate
Ms. Ann Bolen, VP EOVCL
Ms. Donna Cowdrey, President, East Beach HOA
Mr. Jim Casey, President, Bay Breeze Point HOA
Ms. Patsy Cooke, President, Bay Point Marina HOA
Mr. Rock Bell, General Manager, East Beach Company

Pollock, Susan

From: Jim Casey <teamcon@rcn.com>
Sent: Friday, October 07, 2016 8:52 AM
To: Homewood, George
Cc: Pollock, Susan
Subject: Re: East Beach Proposed Development- Phase 8

Good Morning George,

Just wanted to follow-up with you regarding the proposed marina parking lot rezoning to support development of East Beach Phase 8. In an earlier email that you were addressed on, I stressed my endorsement of the hard work that the East Beach Company (EBC) has done over the last month in addressing individual and community concerns with the proposed rezoning. Most of these concerns focused on parking issues, which hasn't totally been resolved to date, e.g., EBC should have contacted you this AM regarding the deletion of all proposed parking spaces on Marina Drive. However, I believe EBC has met the concerns (including parking) of most and the proposal should be endorsed. As I stated earlier, I'll present this latest proposal to our HOA Board on Oct 17th and now I'll recommend approval. This recommendation is a shift from earlier statements that I made that were based on the EBC's referencing of 30th Bay as a "one-way alley" in its amended rezoning application. I changed my position after talking with EBC last evening about their designation of 30th Bay as a one-way alley -- EBC informed me that Norfolk directed that they refer to 30th Bay as an alley and treat it as such to include approving signage on 30th Bay that reflect the designation of "alley", e.g., numerous "No Parking in Alley" signs are posted on 30th Bay. The status of 30th Bay has been confusing for many years and by many people -- we need to formally resolve this once and for all, i.e., if 30th Bay is a public street then it needs to be reflected as such or if its an alley then all aspects of an alley need to apply including altering some existing encroachment agreements. Your help in resolving this issue regarding the formal status of 30th Bay is greatly appreciated.

Jim Casey, President
Bay Breeze Point HOA

Pollock, Susan

From: Donna Cowdrey <dmcowdrey@gmail.com>
Sent: Thursday, October 06, 2016 4:51 PM
To: Rock Bell
Cc: PATRICIA COOKE; lmr@rudolphlaws.com; William Albertolli; Jane Slaterback; Lance Jackson; greenie4720@yahoo.com; Jim Casey; Pollock, Susan; Homewood, George; Matthew Hales
Subject: Re: East Beach Phase 8 amended Planning Application

Rock,

Thank you for providing East Beach Company's amended Phase 8 Rezoning Plan, as well as the amended Conceptual Site Plan submitted to the Planning and Community Development Department. Both are well-received and supported by our East Beach Homeowners' Association. It appears you have seriously considered and addressed the concerns of all parties involved to develop a plan that is reasonable and workable.

Our East Beach Homeowners' Association Board of Directors unanimously voted to approve Phase 8 and would appreciate this new addition to our East Beach community and East Ocean View.

VR,
Donna Cowdrey
President, East Beach HOA

On Wed, Oct 5, 2016 at 9:04 PM, Rock Bell <RBell@eastbeachnorfolk.com> wrote:

> Everyone,
>
> We just received these at 9:00 tonight.. Attached please find the complete amended application, which consists of 2 attachments- the amended preliminary subdivision plan, and the narrative letter.
>
> Please let me know what questions you may have and we will try to respond as quickly as possible.

C: Dir., Department of City Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **The closing, vacating and discontinuing of a portion of Gunn Court**

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-2**

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

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

III. **Request:** Street closure for a portion of Gunn Court located 30 feet south, more or less, of the 20' Lane located west of Gunn Court and north of 7000 Gunn Court.

IV. **Applicant:** C. Christopher Nicholas

V. **Description:**

- The right-of-way to be closed is located in the Suburban Acres neighborhood which is developed in this area with single family residences.
- The property owner is seeking to close the right-of-way in conjunction with planned additions and renovations to the existing home on the site.
- Appropriate utility easements and adjustments related to the proposed closure have been made with the Norfolk Department of Public Works.
- No fees have been charged for this street closure since it creates no new buildable lots.

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

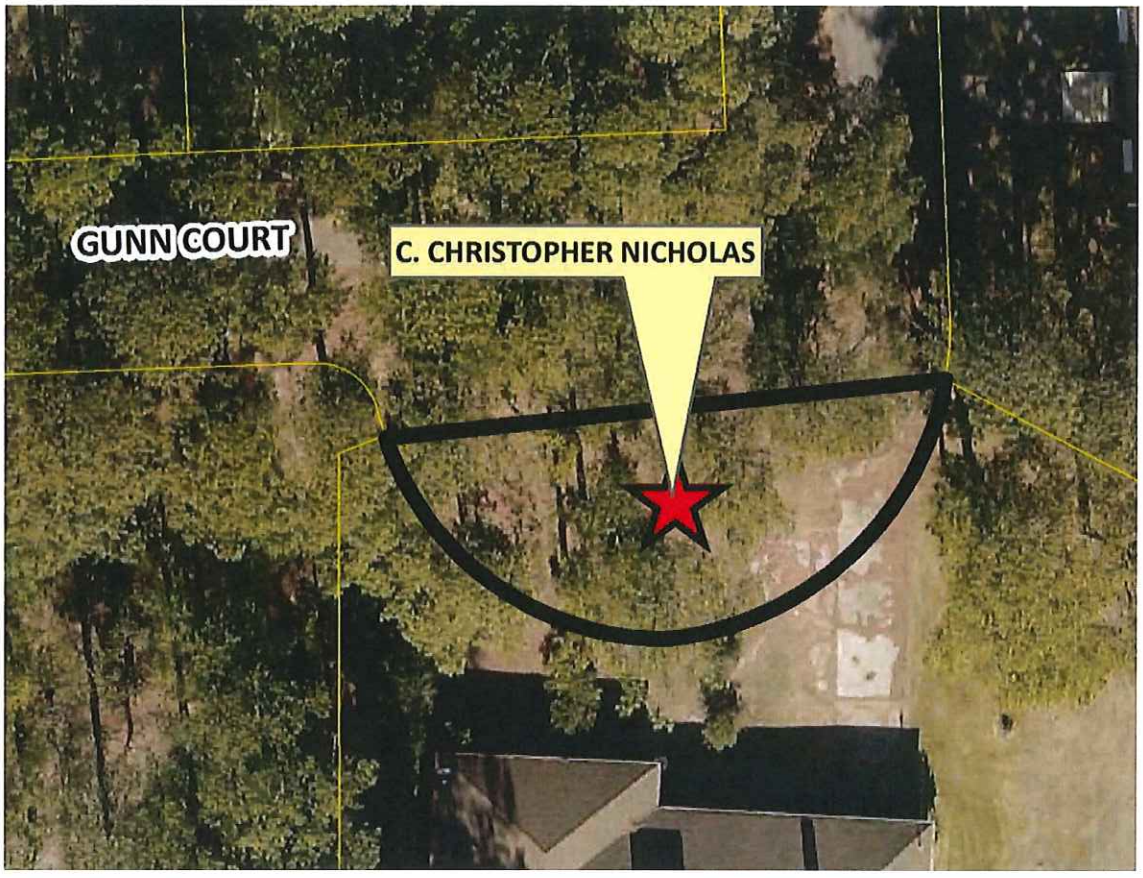
Attachments:

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

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: October 27, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Staff: Jeffrey K. Raliski, AICP

Staff Report	**Item No.** 15	
Applicant	**C. Christopher Nicholas**	
Request	**Street Closure of a Portion of Gunn Court**	
Site Characteristics	Zoning	R-3 (Single Family)
	Neighborhood	Suburban Acres
	Character District	Suburban
Surrounding Area	North	R-3: Single Family Residential
	East	R-3: Single Family Residential
	South	R-3: Single Family Residential
	West	R-3: Single Family Residential



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

A. Summary of Request

- The applicant proposes to close an irregular-shaped portion of right-of-way located 30 feet south, more or less, of the 20' Lane located west of Gunn Court and north of 7000 Gunn Court.
- The right-of-way to be closed is located in the Suburban Acres neighborhood which is developed in this area with single family residences.
- The property owner is seeking to close the right-of-way in conjunction with planned additions and renovations to the existing home on the site.
- Appropriate utility easements and adjustments related to the proposed closure have been made with the Norfolk Department of Public Works.

B. Financial Impact

- No fees have been charged for this street closure since it creates no new buildable lots.
- The addition of the right-of-way to the adjacent parcel should positively impact the value of this property.

C. Impact on Surrounding Area/Site

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

D. Historic Context and Impacts

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

E. Public School Impacts

This site is located in the Suburban Park Elementary School, Northside Middle School, and Granby High School Attendance Zones.

F. Civic League

Letter was sent to the Suburban Acres Civic League President on September 15.

G. Community Outreach/Notification

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

H. Recommendation

Staff recommends that the proposed closure of a portion of Gunn Court be **approved**.

Attachments

- Location Map

- Application
- Notice to the Suburban Acres Civic League

PROPONENTS

Robert Kellam
500 Central Drive, Suite 113
Virginia Beach, VA 23454

OPPONENTS

NONE

10/31/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Planning

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE CLOSING, VACATING AND DISCONTINUING A PORTION OF GUNN COURT; AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONVEYANCE OF A DRAINAGE EASEMENT BY C. CHRISTOPHER NICHOLAS.

- - -

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

WHEREAS, an application has been received for the closure of a portion of Gunn Court, as described in Exhibit A and shown on Exhibit B, attached to and made a part of this ordinance; and

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

WHEREAS, the City requires a drainage easement, as shown on Exhibit B and described in Exhibit C attached hereto, which easement C. Christopher Nicholas has agreed to convey to the City; and

WHEREAS, the requirements of Section 15.2-2006 of the

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

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

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

Section 1:- That the portion of Gunn Court, as more particularly described in Exhibit A and shown on Exhibit B, attached hereto, is closed, vacated and discontinued as a public street of the City of Norfolk.

Section 2:- That in consideration of the conveyance of a drainage easement by C. Christopher Nicholas, as shown on Exhibit B and described in Exhibit C, which the City Manager is authorized to accept on behalf of the City, and consistent with City policy regarding the closure of certain streets, the requirements of Section 42-212 of the Norfolk City Code, 1979, are hereby waived.

Section 3:- That upon the effective date of this ordinance, a certified copy shall be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as deeds are recorded.

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

EXHIBIT A TO ORDINANCE

Variable Width Drainage Easement located in
Suburban Acres Subdivision
7000 Gunn Court

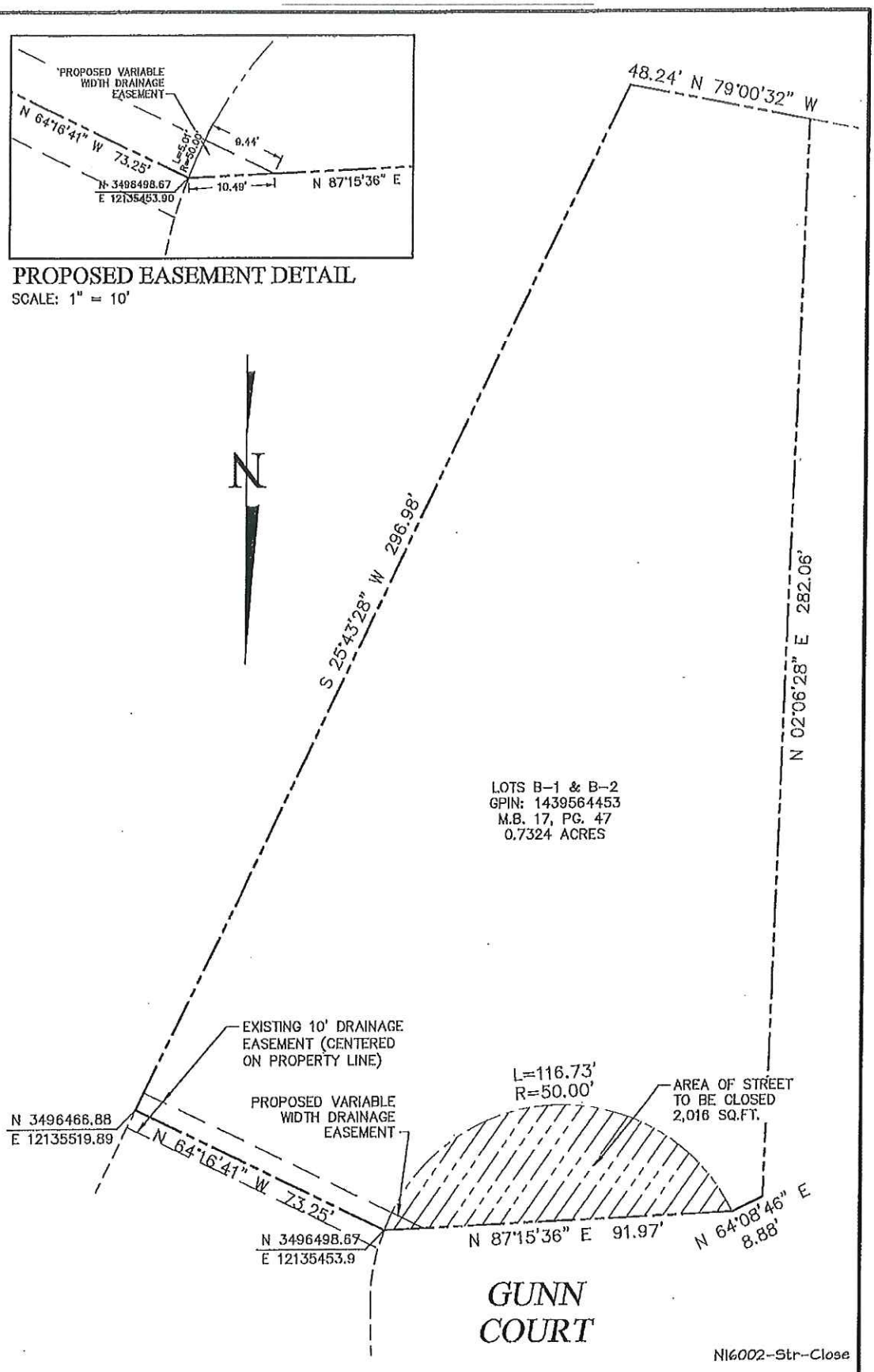
An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: COMMENCING at a point that is the located on the southeastern right-of-way of Gunn Court, said point also being the southwestern corner of Lot 40-B, as shown on that certain plat entitled, "Subdivision of Lot 40, Suburban Acres Part-2"; said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 28, Page 89; thence, from the point of commencement along a bearing of S62°46'00"E, 0.98 feet to the POINT OF BEGINNING; said point being located at the northeastern corner of Lot B-2 as shown on that certain plat entitled, "Resubdivision of Lot B, Resubdivsion of Lots 41 & 42 Part 2 Suburban Acres"; said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 17, Page 47; thence, turning along the southern line of Gunn Court in a southwesterly direction along a curve to the right having a radius of 50.00 feet, a chord bearing of S21°45'34"W, a chord distance of 5.02 feet, and an arc length of 5.03 feet to point; said point being located on the northern line of Lot B-2 as shown on that certain plat entitled, "Resubdivision of Lot B, Resubdivsion of Lots 41 & 42 Part 2 Suburban Acres"; said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 17, Page 47; thence, running along a bearing of N62°46'00"W, 8.41 feet to a point; thence, along a bearing of N85°56'52"E, 9.63 feet to the Point of Beginning. All as shown on that certain exhibit entitled, "Street Closure Exhibit 7000 Gunn Court Lot B-1 & B-2 Suburban Acres for Charles C Nicholas," dated June 1, 2016 and prepared by Kellam-Gerwitz, Engineering – Surveying – Planning, Virginia Beach, Virginia,

The above-described parcel contains 0.001 acre of land, more or less.

May 31, 2016

EXHIBIT B TO ORDINANCE

PROPOSED EASEMENT DETAIL
SCALE: 1" = 10'



N16002-Str-Close

SCALE: 1" = 30' REVISED JUNE 1, 2016 KRS/rsk

STREET CLOSURE EXHIBIT
7000 GUNN COURT
LOT B-1 & B-2, SUBURBAN ACRES
FOR
CHARLES C. NICHOLAS
NORFOLK VIRGINIA

KELLAM GERWITZ
ENGINEERING - SURVEYING - PLANNING
500 CENTRAL DRIVE - SUITE 113 - VIRGINIA BEACH, VA 23454
(757) 340-0828 - FAX (757) 340-1603

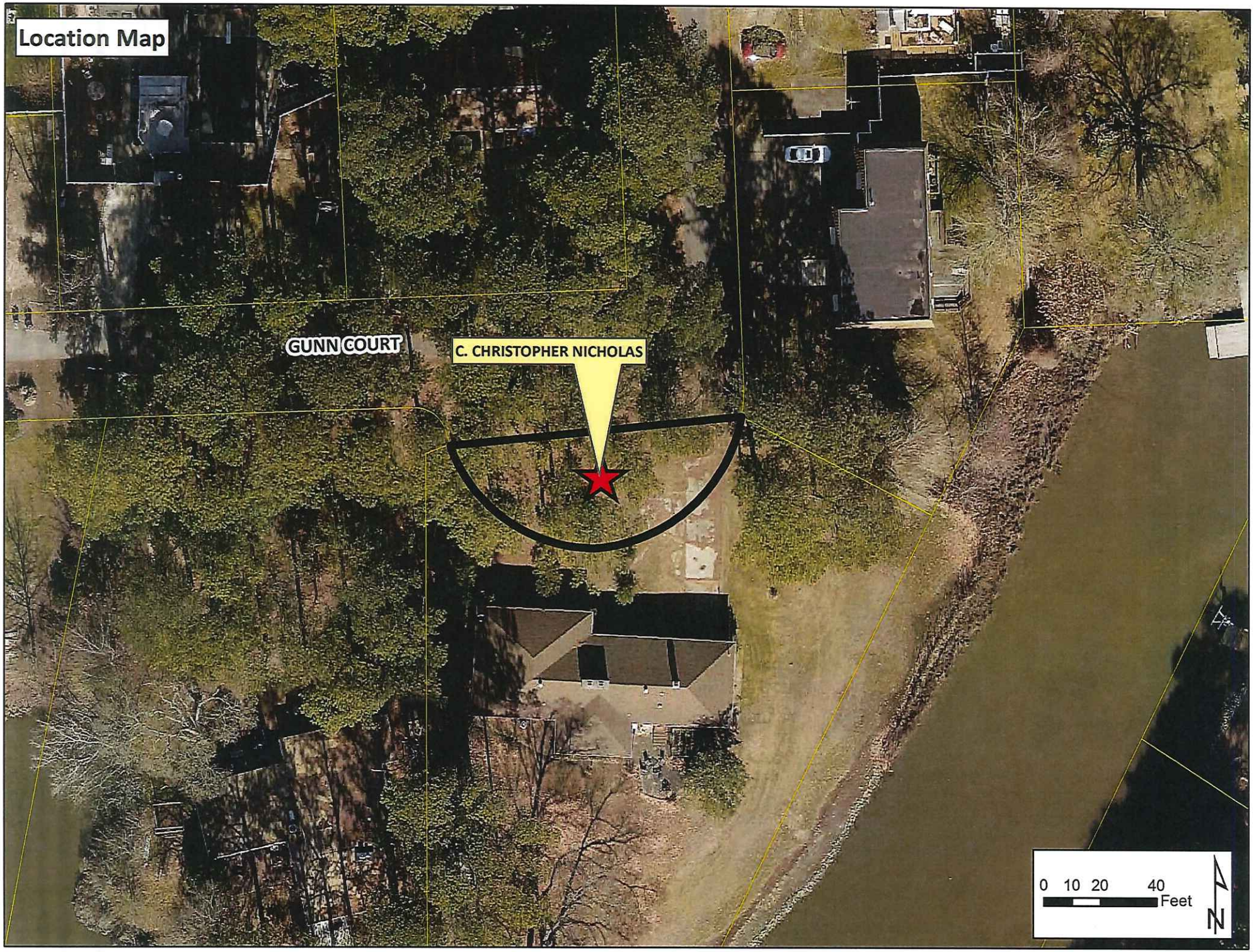
EXHIBIT C TO ORDINANCE

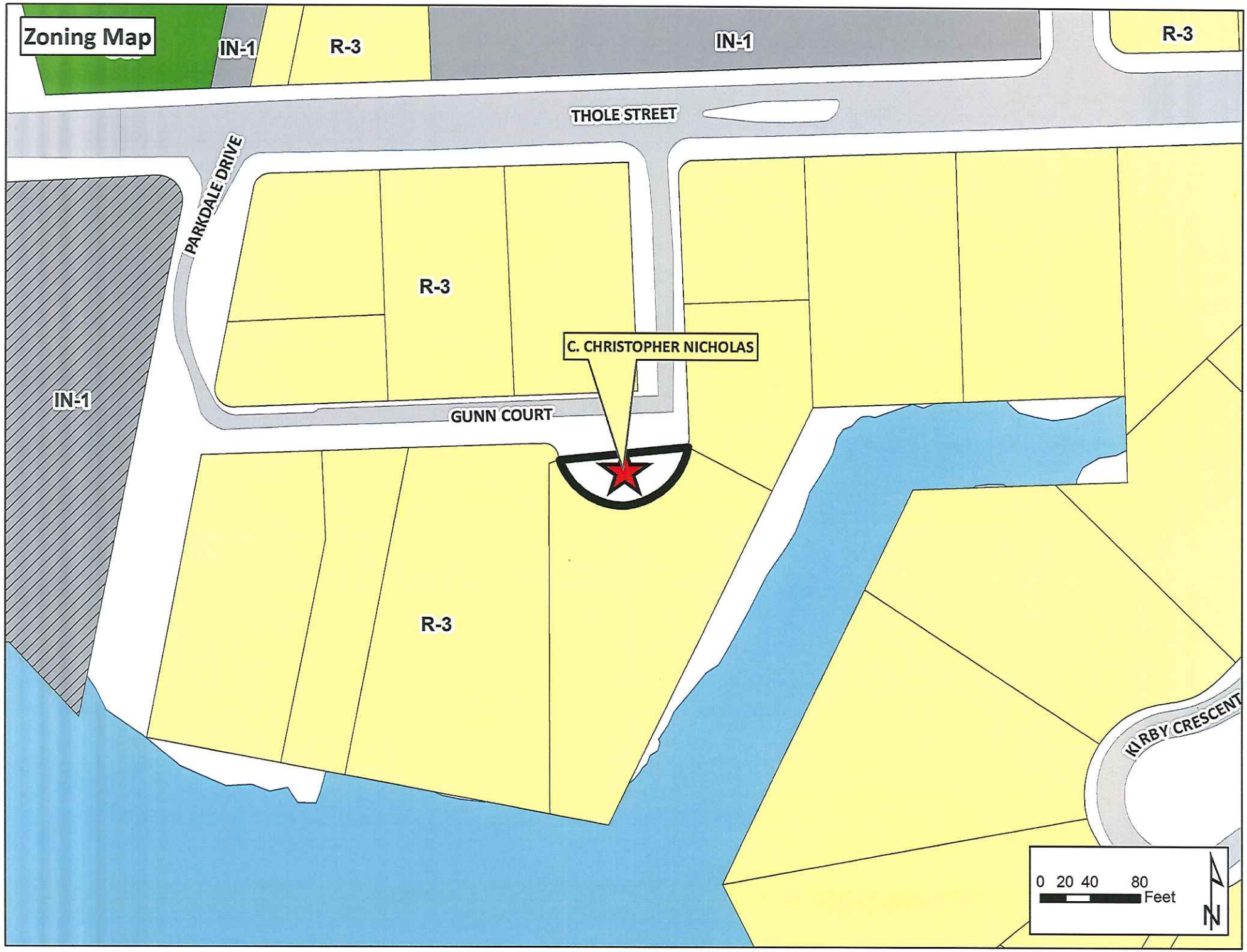
5' Drainage Easement located on
Lot B-2, Suburban Acres Subdivision
7000 Gunn Court

An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: COMMENCING at a point that is the located on the southeastern right-of-way of Gunn Court, said point also being the southwestern corner of Lot 40-B, as shown on that certain plat entitled, "Subdivision of Lot 40, Suburban Acres Part-2"; said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 28, Page 89; thence, from the point of commencement along a bearing of S62°46'00"E, 10.00 feet to the POINT OF BEGINNING; thence, turning along the southern line of Gunn Court in a southwesterly direction along a curve to the right having a radius of 50.00 feet, a chord bearing of S24°45'31"W, a chord distance of 5.00 feet, and an arc length of 5.01 feet to point; said point being located on the northern line of Lot B-2 as shown on that certain plat entitled, "Resubdivision of Lot B, Resubdivsion of Lots 41 & 42 Part 2 Suburban Acres"; said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 17, Page 47; thence, running along a bearing of N62°46'00"W, 9.44 feet to a point; thence, along a bearing of N88°46'06"E, 10.49 feet to the Point of Beginning.

The above-described parcel contains 0.001 acre of land, more or less.

May 19, 2016


Location Map
GUNN COURT
C. CHRISTOPHER NICHOLAS
0 10 20 40
Feet
N


Zoning Map
IN-1
R-3
IN-1
R-3
THOLE STREET
PARKDALE DRIVE
R-3
C. CHRISTOPHER NICHOLAS
IN-1
GUNN COURT
R-3
KIRBY CRESCENT
0 20 40 80
Feet
N

Checklist – Street Closure Application

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

Notes:

Applicant Signature: _____ Date: 5/17/16

Staff Signature: _____ Date: 5/17/16

STREET CLOSURE APPLICATION

CITY OF NORFOLK
PLANNING COMMISSION

DEPARTMENT OF CITY PLANNING

City of Norfolk City Hall
810 Union Street, 5th Floor, Room 508
Norfolk, VA 23510
Phone (757) 664-4752 Fax (757) 664-1569
www.norfolk.gov/planning

Application Procedures

STREET CLOSURE APPLICATION

1. A pre-application meeting is required. To arrange for an appointment, please call Jeff Raliski at 664-4766.
2. Submit completed application with all required attachments including **completed checklist**, **house plat or survey** (*see attached example), **title search** of portion of the street proposed for closure, and a **$105** check made payable to the City of Norfolk. An **appraisal** *may* be required; this will be determined during the pre-application meeting. If an appraisal of the right-of-way *is* required, the appraisal must be conducted by an **MAI appraiser** (a list of credentialed appraisers will be provided to you).
3. Staff will review the application to determine its completeness and feasibility of the requested closure. Staff will not accept an incomplete application.
4. Once the completed application is received, staff will submit request to all Utility providers to determine if any easements are required (this will take approximately one month).
5. Upon receipt of notification of any necessary easements, street closure requests will be placed on the next possible Planning Commission agenda.
6. Applicant must contact appropriate Civic League **prior to the public hearing**. Providing written documentation to Planning staff of any meetings, input from the Civic Leagues concerning your request is helpful to the Planning Commission.
7. Staff will post a legal notice of the application request and photograph subject property.
8. The Planning Commission will visit the site on the 2nd Wednesday of the month (it is not necessary for the applicant to be present).
9. Applicant or representative **must** attend public hearing:

   Where: City Hall Building
   11th Floor, Council Chambers
   Time: 2:30 p.m.

8. The Planning Commission will make a recommendation on the application at their hearing; this recommendation will be forwarded to City Council.
9. Prior to the request being forwarded to City Council, the City Attorney's office prepares the ordinance. Applicant will be required to provide the City Attorney the following:
   - Easement agreements for any existing City or utilities
   - Purchase price as determined by the City Assessor (if applicable)
   - Fee for advertising City Council public hearing (approximately $500.00)
10. Applicant may contact staff two (2) weeks after the hearing to obtain a tentative Council date (the City Manager's Office establishes the contents of Council's agenda).

DEPARTMENT OF CITY PLANNING
ZONING SERVICES
City of Norfolk City Hall, 5th Floor, Room 508
(757) 664-4752 / (757) 664-1569 (FAX)
www.norfolk.gov/planning

Application for City Planning Commission Public Hearing

STREET CLOSURE

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

Date of application: 12/9/15

Name of Applicant or Adjacent Property Owner:

(Last) Nicholas (MI) ____ (First) C. Christopher

Mailing address (Street/P.O. Box): 7000 Gunn Ct.

(City) Norfolk (State) VA (Zip Code) 23505

Daytime telephone (757) 636-8779 Fax ( ) ____ Email ____

Email address of applicant: dr.christophernicholas@gmail.com

Name of Representative (if different from Applicant):

(Last) Kellam (MI) S (First) Robert

Mailing address (Street/P.O. Box): 500 Central Drive, Suite 113

(City) Va Beach (State) Va (Zip Code) 23454

Daytime telephone (757) 340-0826 Fax (757) 340-1603 Email RKellam@KCEngineering.com

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

(Street Name) Gunn Court

(Location of closure request) cul-de-sac

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

(Zoning) R-3 (Land Area in acres or square feet) 2,016 sq. ft.

Please describe the reason for requesting the closure:

Build/expand House

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

Property Owner: N/A / _____
Print Name Signature
Address:

Property Owner: _____ / _____
Print Name Signature
Address:

Property Owner: _____ / _____
Print Name Signature
Address:

Property Owner: _____ / _____
Print Name Signature
Address:

Property Owner: _____ / _____
Print Name Signature
Address:

CIVIC LEAGUE INFORMATION

Civic League contact: J. Kevin Janney

Date(s) contacted: _____

Ward/Super Ward information: 2 (T. Whibley) / 6 (B. Winn)

REQUIRED ATTACHMENTS

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

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

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

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

Print name: Christopher Nicholas **Sign:** [signature] / 5/12/ 2016
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: Robert Kellam **Sign:** [signature] 5/17/16
(Authorized Agent Signature) (Date)

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

Raliski, Jeffrey

From:	McDonald, Colette
Sent:	Thursday, September 15, 2016 12:38 PM
To:	saclpresident@gmail.com
Cc:	Whibley, Terry; McClellan, Andria; Raliski, Jeffrey; Ransom, Carlton
Subject:	New Planning Commission Application - 7000 Gunn Court
Attachments:	Application.pdf; Survey Revised and Corrected.pdf

Mr. Janney,

Attached please find an application from **C. CHRISTOPHER NICHOLAS,** for a closure of an irregular-shaped lot, piece or parcel of land situate, being 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

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., Department of City Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **The closing, vacating and discontinuing of portions of Wise Street and 15' Lane.**

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-3**

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

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

III. **Request:** Street closure for portions of Wise Street and an unnamed 15' lane, all lying east of N. Military Highway.

IV. **Applicant:** Melia Ingram

V. **Description:**

- The rights-of-way to be closed are located in the Idlewood/Sandy Heights neighborhood which is developed with a mixture of commercial uses along Military Highway.
- The property owner is seeking to close the rights-of-way and incorporate the property into the adjacent parcels for development of a new automobile dealership on the larger site.
- Appropriate utility easements and adjustments related to the proposed closures have been made with the Dominion Virginia Power and Verizon.
- The agreed upon purchase price of the right-of-way to be closed, $31,500, is due to the City Attorney's Office at time of property closing and transfer.

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

Attachments:

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

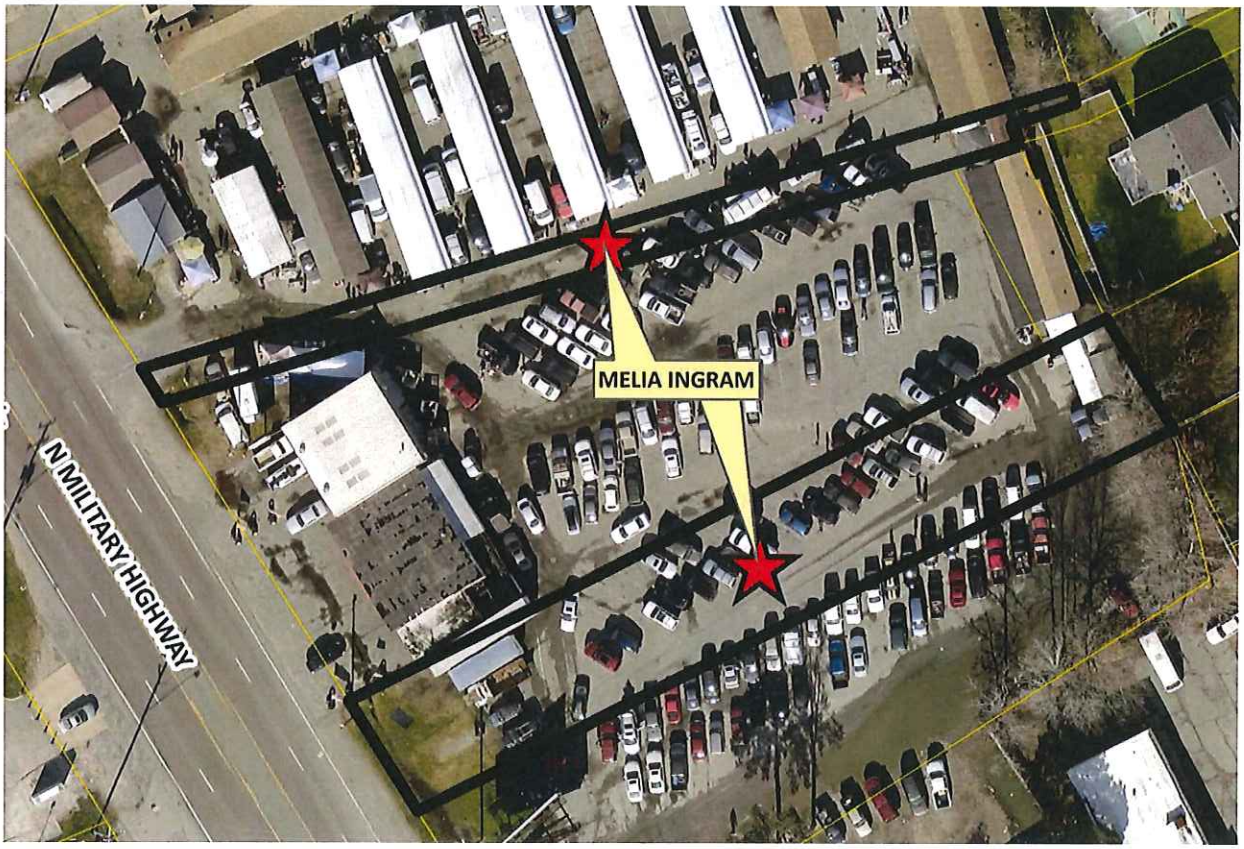
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: October 27, 2016

Executive Secretary: George M. Homewood, FAICP, CFM

Staff: Jeffrey K. Raliski, AICP

Staff Report	**Item No.** 7	
Applicant	**Melia Ingram**	
Request	**Street Closure of a Portion of Wise Street and Unnamed 15' Lane**	
Site Characteristics	Zoning	C-2 (Corridor Commercial)
	Neighborhood	Idlewood/Sandy Heights
	Character District	Suburban
Surrounding Area	North	C-2: Mixed Commercial
	East	R-8: Single Family Residential
	South	C-2: Mixed Commercial
	West	C-2: Mixed Commercial



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

A. Summary of Request

- The applicant proposes to close portions of Wise Street and an unnamed 15' lane, all lying east of N. Military Highway.
- The right-of-way to be closed is located in the Idlewood/Sandy Heights neighborhood which is developed with a mixture of commercial uses along Military Highway.
- The property owner is seeking to close the rights-of-way and incorporate the property into the adjacent parcels for development of a new automobile dealership on the larger site.
- Appropriate utility easements and adjustments related to the proposed closures have been made with the Dominion Virginia Power and Verizon.

B. Financial Impact

The agreed upon purchase price of the right-of-way to be closed, $31,500, is due to the City Attorney's Office at time of property closing and transfer.

C. Impact on Surrounding Area/Site

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

D. Historic Context and Impacts

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

E. Public School Impacts

This sites is located in the Tanners Creek Elementary School, Azalea Middle School, and Lake Taylor High School Attendance Zones.

F. Civic League

Letter was sent to the Idlewood/Sandy Heights Civic League President on September 15.

G. Community Outreach/Notification

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

H. Recommendation

Staff recommends that the proposed closure of portions of Wise Street and Unnamed 15' Lane be **approved**.

Attachments

- Location Map
- Zoning Map
- Application
- Notice to the Idlewood/Sandy Heights Civic League

PROPONENTS

Randy Royal
Kimley-Horn Associates
4500 Main Street, Suite 500
Virginia Beach, VA 23462

OPPONENTS

NONE

11/3/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

4KR

By _____
DEPT. Planning

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE CLOSING, VACATING AND DISCONTINUING A PORTION OF WISE STREET AND AN UNNAMED 15' LANE.

- - -

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

WHEREAS, an application has been received for the closure of a portion of Wise Street and an unnamed fifteen foot (15') lane, as described in Exhibit A and shown on Exhibit B, attached to and made a part of this ordinance; and

WHEREAS, after a public hearing, the City Planning Commission recommended that the said portion of Wise Street and the unnamed fifteen foot (15') lane be closed, vacated and discontinued; and

WHEREAS, pursuant to Section 15.2-2008 of the Code of Virginia, 1950, as amended, and Section 42-212 of the Norfolk City Code, 1979, the City and the abutting property owner, have agreed that the sum of $31,500.00 is a fair price for the City's interest in that portion of Wise Street and the fifteen foot (15') unnamed

lane to be closed; and

WHEREAS, Dominion Virginia Power has facilities located in the rights of way and has confirmed that satisfactory arrangements have been made with respect to such facilities; and

WHEREAS, Verizon has facilities located in the rights of way and has confirmed that the satisfactory arrangements have been made with respect to such facilities; and

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

WHEREAS, after a public hearing duly held, it is the judgment of the Council that the said portion of Wise Street and the unnamed fifteen foot (15') lane are not needed for public use and travel and should be closed, vacated and discontinued as a public street of the City of Norfolk; now therefore,

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

Section 1:- That the portion of Wise Street and the fifteen foot (15') unnamed lane, described in Exhibit A and shown on Exhibit B, both of which are attached hereto, are closed, vacated and discontinued as public streets of the City of Norfolk, contingent upon the satisfaction of each of the following conditions:

A. The applicant shall pay to the City all costs associated with the publishing of the notice required by Section 15.2-2006 of the Code of Virginia, 1950, as amended.

B. The abutting property owner(s) shall pay to the City the sum of $31,500.00 as the agreed price for the City's interest in the portion of Wise Street and the unnamed fifteen foot (15') lane to be closed.

Section 2:- That upon receipt by the City of the sum of $31,500.00 from the abutting property owner, a certified copy of the ordinance shall be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as deeds are recorded, which recordation shall be an acknowledgment by the City that all conditions have been met.

Section 3:- That it is the intent of the Council that the City transfer and convey any interest it may have in the portion of Wise Street and the fifteen foot (15') unnamed lane to be closed to the abutting property owner and, therefore, upon the recordation of this effective ordinance, the proper officers of the City are accordingly authorized to do all things necessary, including the delivery of a quitclaim deed or deeds, in a form satisfactory to the City Attorney, to effect the transfer to the abutting property owner of any interest the City may have in the underlying fee of the said portion of Wise Street and the fifteen foot (15') unnamed lane.

Section 4:- That if the conditions set forth above have not been fully met within one (1) year of the effective date of this ordinance, then the closure of the portion of Wise Street and the fifteen foot (15') unnamed lane shall be considered null and void without further action by the City.

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

EXHIBIT A TO ORDINANCE

Closure of a Portion of Wise Street

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 having a 50' width right-of-way and said parcel being further described as follows: COMMENCING at a point that is the intersection of the northern line of Lot 2, Block 1 as shown on that certain plat entitled, "Idlewood," said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 17 at Page 23, extended southwesterly and the eastern line of N. Military Highway; thence, S 31°-46'-05" E, 142.04 feet, more or less, along said eastern line of said N. Military Highway, to its intersection with the northern line of Wise Street, the POINT OF BEGINNING; thence, N 63°-00'-46" E, 318.35 feet, along said northern line of Wise Street to a point; thence, S 26°-59'-14" E, 25.00 feet to a point; thence, S 63°-00'-46" W, 2.02 feet to a point; thence, S 26°-59'-14" E, 25.00 feet, more or less, to a point on the southern line of Wise Street; thence, S 63°-00'-46" W, 312.14 feet, more or less, along said southern line of Wise Street to a point on the said eastern line of N. Military Highway; thence, N 31°-46'-05" W, 50.17 feet, more or less, along said eastern line of N. Military Highway to the point of beginning; all as shown on that certain exhibit plat entitled, "Road Closure Exhibit of a Portion of Wise Street and an Unnamed 15' Lane," dated May 3, 2016 and prepared by American Engineering of Virginia Beach Virginia.

The above-described parcel contains 0.362 acre of land, more or less.

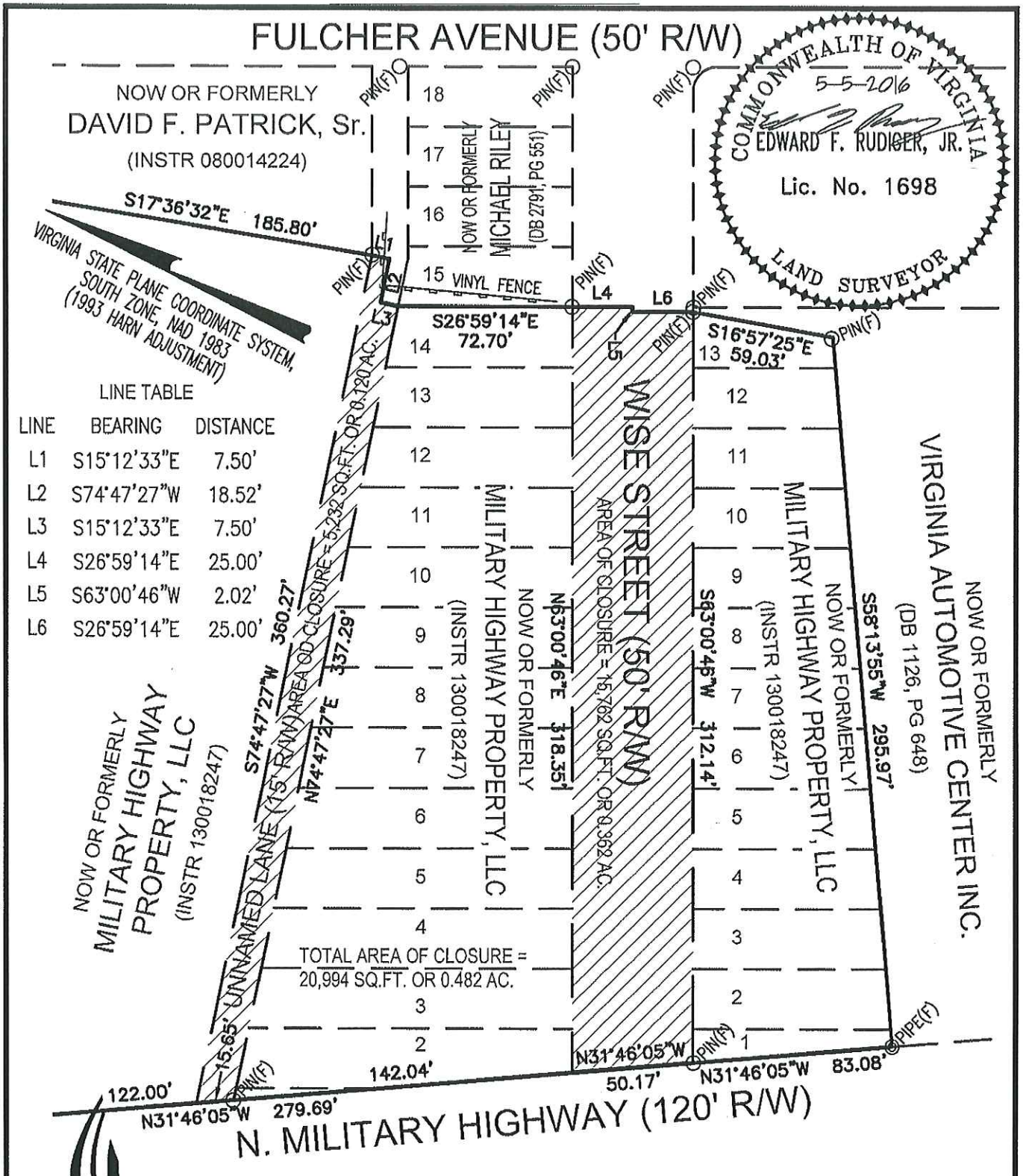
Closure of a Portion of 15' Unnamed Lane

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 an unnamed 15' lane and said parcel being further described as follows: COMMENCING at a point that is the intersection of the northern line of Lot 2, Block 1 as shown on that certain plat entitled, "Idlewood," said plat being duly recorded in the

Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 17 at Page 23, extended southwesterly and the eastern line of N. Military Highway, the POINT OF BEGINNING; thence, N 31°-46'-05" W, 15.65 feet, more or less, along said eastern line of N. Military Highway, to its intersection with the northern line of a 15' unnamed lane; thence, N 74°-47'-27" E, 360.27 feet, along said northern line of a 15' unnamed lane to a point; thence, S15°-12'-33" E, 7.50 feet to a point; thence, S 74°-47'-27" W, 18.52 feet to a point; thence, S15°-12'-33" E, 7.50 feet to a point on the southern line of a 15' unnamed lane; thence, S 74°-47 -27" W, 337.29 feet, more or less, along said southern line of a 15' unnamed lane to the point of beginning; all as shown on that certain exhibit plat entitled, "Road Closure Exhibit of a Portion of Wise Street and an Unnamed 15' Lane," dated May 3, 2016 and prepared by American Engineering of Virginia Beach Virginia.

The above-described parcel contains 0.120 acre of land, more or less.

EXHIBIT B TO ORDINANCE



COMMONWEALTH OF VIRGINIA
5-5-2016
EDWARD F. RUDIGER, JR.
Lic. No. 1698
LAND SURVEYOR

AMERICAN Engineering

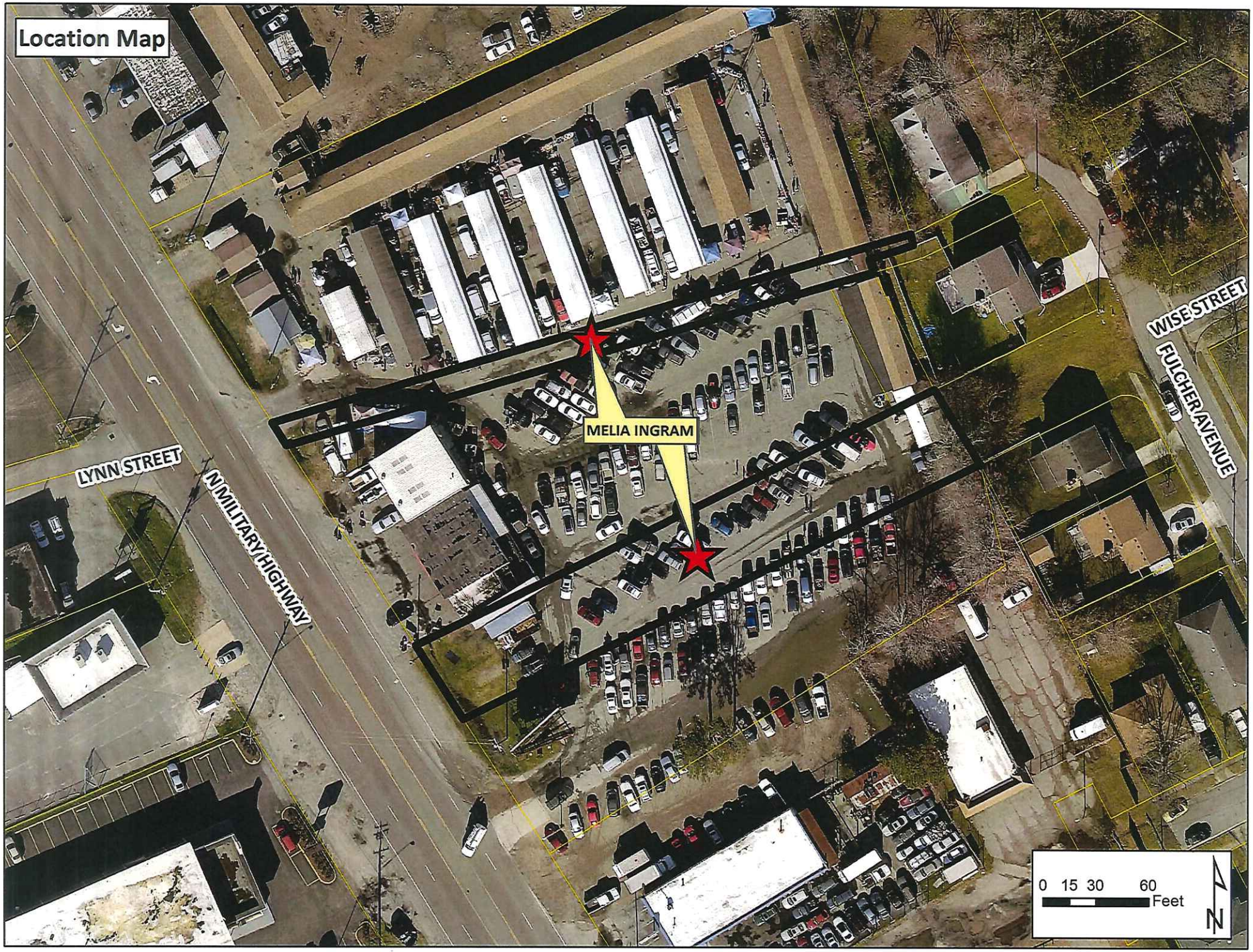
American Engineering Associates - Southeast, P.A. Inc.
448 Viking Drive, Suite 170
Virginia Beach, VA 23452
757-468-6800

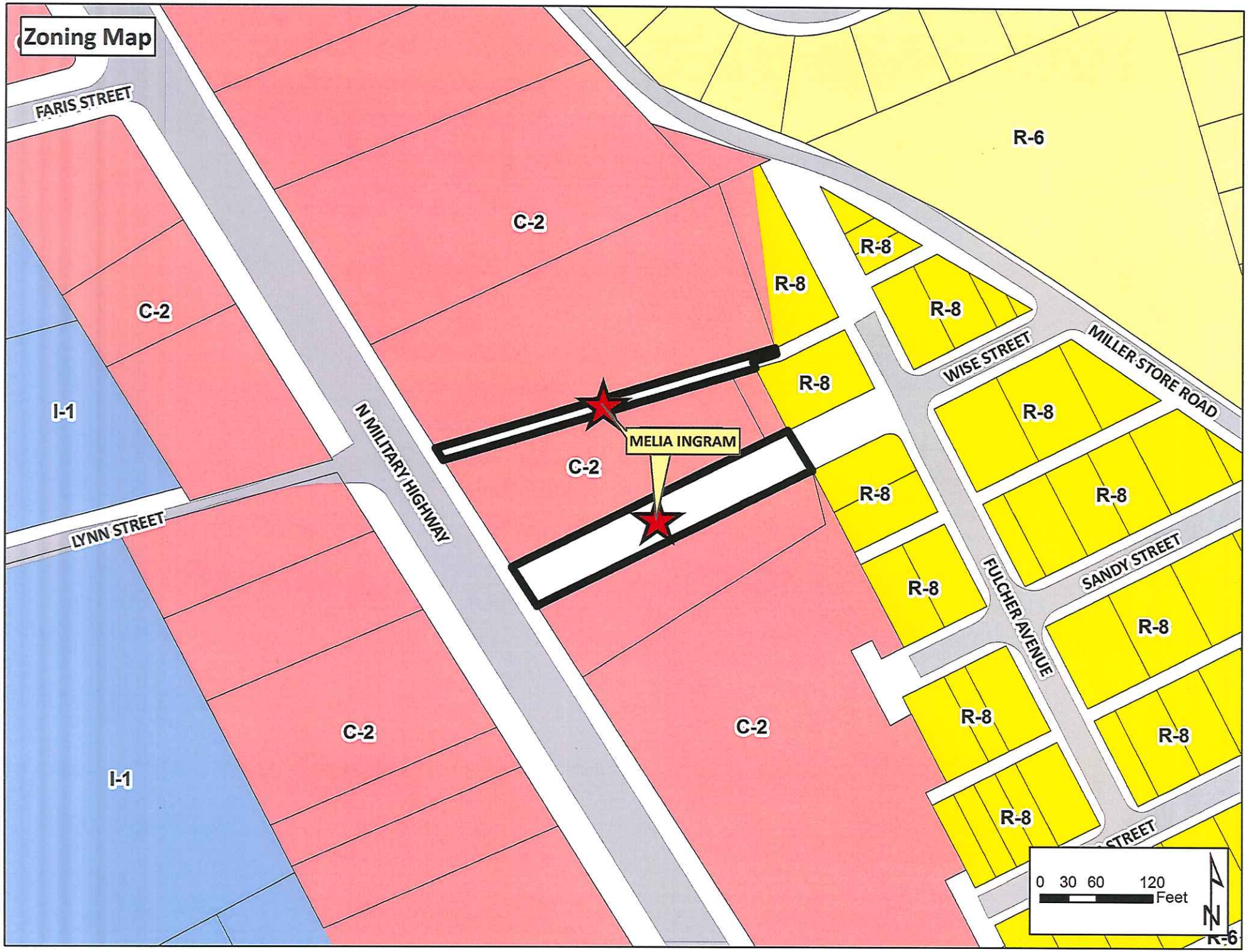
FIRM# 0405001994

ROAD CLOSURE EXHIBIT
OF
A PORTION OF WISE STREET
AND AN UNNAMED 15' LANE

NORFOLK, VIRGINIA

Date	Project	Scale	Drawn By	Source	Drawing Path\Name, Layout
05/03/16	V16060	1"=60'	JPP	COMPOSITE	V:\2016\V16060 - Military Hwy\cad files\survey\JPP\16060.dwg, 001


Location Map
MELIA INGRAM
LYNN STREET
N MILITARY HIGHWAY
WISE STREET
FULGHER AVENUE
0 15 30 60
Feet
N


Zoning Map
FARIS STREET
LYNN STREET
N MILITARY HIGHWAY
MELIA INGRAM
WISE STREET
MILLER STORE ROAD
SANDY STREET
FULCHER AVENUE
C-2
I-1
R-6
R-8
0 30 60 120
Feet
N

Checklist – Street Closure Application

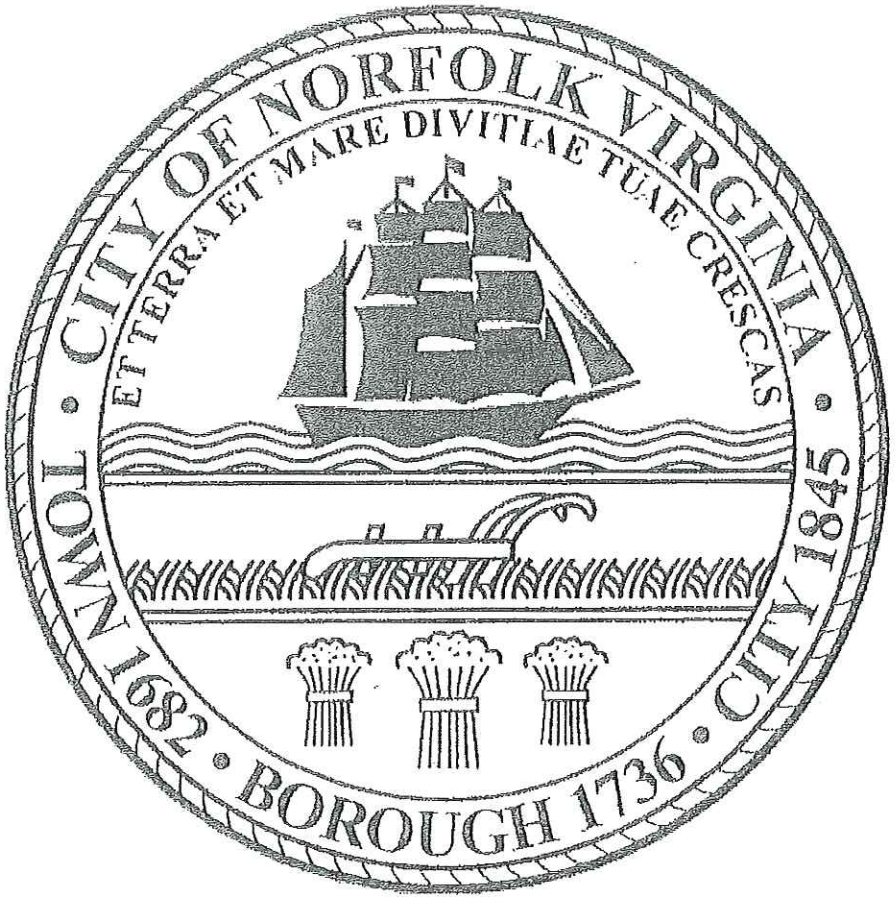
Item	Yes	No	Not Applicabl	Comments
Required application fee, **$105.00**	X			
Complete and signed application, including signatures from all property owners adjoining the proposed right-of-way segment to be closed	X			
Two 8½ x 14 inch copies of survey showing portion of right of way requested to be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

Notes:

Applicant Signature: Melia Ingram Date: _____

Staff Signature: _____ Date: 6/1/16

STREET CLOSURE APPLICATION



CITY OF NORFOLK
PLANNING COMMISSION

DEPARTMENT OF CITY PLANNING

City of Norfolk City Hall
810 Union Street, 5th Floor, Room 508
Norfolk, VA 23510
Phone (757) 664-4752 Fax (757) 664-1569
www.norfolk.gov/planning

Application Procedures

STREET CLOSURE APPLICATION

1. A pre-application meeting is required. To arrange for an appointment, please call Jeff Raliski at 664-4766.
2. Submit completed application with all required attachments including **completed checklist, house plat or survey** (*see attached example), **title search** of portion of the street proposed for closure, and a **$105** check made payable to the City of Norfolk. An **appraisal** *may* be required; this will be determined during the pre-application meeting. If an appraisal of the right-of-way *is* required, the appraisal must be conducted by an **MAI appraiser** (a list of credentialed appraisers will be provided to you).
3. Staff will review the application to determine its completeness and feasibility of the requested closure. Staff will not accept an incomplete application.
4. Once the completed application is received, staff will submit request to all Utility providers to determine if any easements are required (this will take approximately one month).
5. Upon receipt of notification of any necessary easements, street closure requests will be placed on the next possible Planning Commission agenda.
6. Applicant must contact appropriate Civic League **prior to the public hearing.** Providing written documentation to Planning staff of any meetings, input from the Civic Leagues concerning your request is helpful to the Planning Commission.
7. Staff will post a legal notice of the application request and photograph subject property.
8. The Planning Commission will visit the site on the 2nd Wednesday of the month (it is not necessary for the applicant to be present).
9. Applicant or representative **must** attend public hearing:

   Where: City Hall Building
   11th Floor, Council Chambers

   Time: 2:30 p.m.

8. The Planning Commission will make a recommendation on the application at their hearing; this recommendation will be forwarded to City Council.
9. Prior to the request being forwarded to City Council, the City Attorney's office prepares the ordinance. Applicant will be required to provide the City Attorney the following:
   - Easement agreements for any existing City or utilities
   - Purchase price as determined by the City Assessor (if applicable)
   - Fee for advertising City Council public hearing (approximately $500.00)
10. Applicant may contact staff two (2) weeks after the hearing to obtain a tentative Council date (the City Manager's Office establishes the contents of Council's agenda).

DEPARTMENT OF CITY PLANNING
ZONING SERVICES
City of Norfolk City Hall, 5th Floor, Room 508
(757) 664-4752 / (757) 664-1569 (FAX)
www.norfolk.gov/planning

Application for City Planning Commission Public Hearing

STREET CLOSURE

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

Date of application: May 9, 2016

Name of Applicant or Adjacent Property Owner:

(Last) Ingram (MI) T (First) Melia

Mailing address (Street/P.O. Box): 3416 N. Military Hwy

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

Daytime telephone (757) 335-1626 Fax (757) _____ Email _____

Email address of applicant: MEALY7@AOL.COM

Name of Representative (if different from Applicant):

(Last) Royal (MI) _____ (First) Randy

Mailing address (Street/P.O. Box): 4500 Main Street, Suite 500

(City) Virginia Beach (State) VA (Zip Code) 23462

Daytime telephone (757) 213-8600 Fax (757) 213-8601 Email randy.royal@kimley-horn.com

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

(Street Name) Wise Street and Unnamed Lane

(Location of closure request) Approximate Address 3358 N. Military Hwy.

Between N. Military Hwy and Fulcher Avenue

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

(Zoning) C-2 (Land Area in acres or square feet) Wise St. 15762sf Unnamed Ln 5232sf

Please describe the reason for requesting the closure:
This closure is being requested as part of a redevelopment of the surrounding parcels. As part of the redevelopment the intent is to consolidate all parcels into one parcel

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

Property Owner: Mella T. Ingram / Mella T. Ingram
Print Name Signature
Address: 3340 N. Military Hwy, Norfolk, VA 23518

Property Owner: Military Highway Property LLC / Mella T. Ingram
Print Name Signature
Address: N S Wise St., Norfolk, VA 23518

Property Owner: Military Highway Property LLC / Mella T. Ingram
Print Name Signature
Address: 3358 N. Military Hwy, Norfolk, VA 23518

Property Owner: Military Highway Property LLC / Mella T. Ingram
Print Name Signature
Address: 3372 N. Military Hwy, Norfolk, VA 23518

Property Owner: _____ / _____
Print Name Signature
Address:

CIVIC LEAGUE INFORMATION

Civic League contact: Idlewood/Sandy Heights

Date(s) contacted: 5/5/16

Ward/Super Ward information: Ward 4, Paul Riddick, Super Ward 7, Angella Williams Graves

REQUIRED ATTACHMENTS

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

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

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

Print name: Melia Ingram Sign: Melia Ingram /____/____
(Adjacent Property Owner or Authorized Agent of Signature) (Date)

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

ONLY NEEDED IF APPLICABLE:

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

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

Raliski, Jeffrey

From: McDonald, Colette
Sent: Thursday, September 15, 2016 11:49 AM
To: knowitall2001@hotmail.com
Cc: Riddick, Paul; Williams, Angelia M.; Howard, Oneiceia; Simons, Matthew; Raliski, Jeffrey
Subject: New Planning Commission Applications - Priority Ford and Street Closure 3340-3420 N. Military Highway
Attachments: Application.pdf; Survey.pdf; application.pdf

Ms. Johnson,

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

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

These items are 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

PROPONENTS

Randy Royal
Kimley-Horn Associates
4500 Main Street, Suite 500
Virginia Beach, VA 23462

OPPONENTS

NONE

C: Dir., Department of City Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **Landmark Designation and Special Exception for a multi-family development with fifteen units at 204-222 W. 22nd Street and 201 W. 23rd Street – The Monument Companies**

Reviewed: _____ **Ward/Superward**: 4/7
Wynter C. Benda, Deputy City Manager

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

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

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

III. **Request:** 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.

IV. **Applicant:** **Chris Johnson - Monument Development, LLC**

V. **Description:**
For a special exception for the adaptive reuse of structures located within the Williamson/Woodland and Norfolk & Western Railroad historic districts to accommodate a multi-family reuse at 204-222 W. 22nd Street and 201 W. 23rd Street.

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**
School attendance zones include Taylor Elementary School (82% utilization), Blair Middle School (77% utilization) and Maury High School (95% utilization).

Approximately 5 school aged children could be generated by the proposed development (0.1 school aged children per unit). Given the low number of potential students and the existing school capacity, no significant school impacts are anticipated.

Staff point of contact: Susan Pollock, 664-4764, susan.pollock@norfolk.gov

Attachments:

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

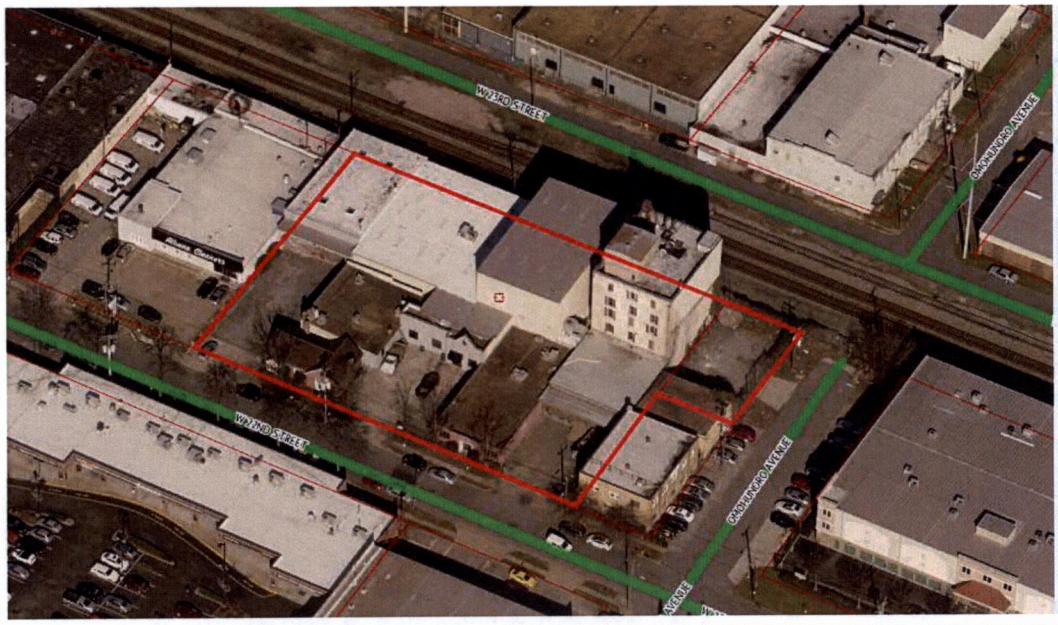
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: October 27, 2016

6th Executive Secretary: George M. Homewood, FAICP, CFM 2mw

Planner: Susan Pollock Hart, CFM sp

Staff Report	**Item No.** 6	
Address	**204-222 W. 22nd Street and 201 W. 23rd Street**	
Applicant	**The Monument Companies**	
Request	**Norfolk Historic Landmark Designation**	**First Colony Warehouses**
	Special Exception	**To permit multi-family (more than 6 units)**
Property Owner	L&L 22nd Street	
Site Characteristics	Site Area	1.15 Acres
	Future Land Use Map	Commercial
	Zoning	I-1 (Limited Industrial)
	Neighborhood	Ghent
	Character District	Traditional
Surrounding Area	North	Norfolk and Southern Railway; I-2 (Light Industrial): O'Connor Brewing Company
	East	I-1: Office building
	South	C-2 (Corridor Commercial)/21st Street PCO (21st Street Pedestrian Commercial Overlay): 21st Street Pavilion shopping center; S. Ray Barrett Dry Cleaners
	West	I-1: Albano Cleaners



A. Summary of Request

- The property is located at the northwest corner of W. 22nd Street and Omohundro Avenue.
- This request would designate the existing buildings as Norfolk Historic Landmarks and thereby allowing its use for multi-family.

B. Plan Analysis

- The Preserving Our Heritage chapter of *plaNorfolk2030* includes a goal calling for the protection of Norfolk's historic resources and an outcome calling for an increased number or resources to be protected.
  - It further includes an action calling for the city to work with neighborhoods to gain support for new locally-designated historic districts and landmarks.

C. Zoning Analysis

i. General

- In 2014, the Historic and Cultural Conservation and Historic Landmarks Chapter of the *Zoning Ordinance of the City of Norfolk,* 1992, as amended was amended to allow for the creation of a Norfolk Historic Landmark designation.
- Designation as a Norfolk Historic Landmark requires the following:
  - Submission of an application to the Architectural Review Board (ARB) to request that a structure or structures be designated as a Norfolk Historic Landmark.
  - Upon review of a staff report and the application, ARB provides a recommendation to the Planning Commission regarding the designation of the structure(s) as a Norfolk Historic Landmark.
  - A public hearing is held by both the Planning Commission and City Council.
  - Approval of the designation by City Council deems the structure(s) a Norfolk Historic Landmark.
  - The result is that the structure is deemed historic and any modifications, additions or changes to the exterior will be required to be reviewed and approved by the Architectural Review Board.
- In February of 2016 the Norfolk Historic Landmark provision was modified to allow for additional uses for structures designated as such.
  - Uses now include any use permitted in the Commercial or Residential Table of Uses and require a special exception.
- The applicant proposes to convert six existing buildings on the site into a total of 51 dwelling units.

ii. Parking

Chapter 15, Parking, requires that an adaptive reuse of a building for residential to provide one parking space per dwelling unit and the proposed development complies.

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

iv. Historic Analysis
- In May of 2016 the Virginia Department of Historic Resources (VDHR) approved the Norfolk & Western Railroad Historic District and designated this site as contributing to the district.
- Upon consideration, the ARB recommended to the Planning Commission the designation of these structures as a Norfolk Historic Landmark.

D. Transportation Impacts
- Institute of Transportation Engineers (ITE) figures estimate that that this proposed residential reuse will generate 21 new vehicle trips per day.
- Based upon ITE data, the existing industrial zoned square footage on this site would be expected to generate 318 weekday trips while the proposed 51 apartment units on the site would be expected to generate 339 trips on weekdays.
- 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 route 4 (Church) operating on 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. Environmental Impacts
Additional landscaping is proposed for the site to accommodate stormwater management.

F. Surrounding Area/Site Impacts
Designation of the First Colony site as a Norfolk Historic Landmark will allow for the preservation of these historic structures and require any modifications to be reviewed and approved by the ARB.

G. Payment of Taxes
The property owner is current on taxes.

H. Civic League
Notice was sent to the Ghent Neighborhood League and the Ghent Business Association on August 10.

I. 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.

J. Recommendations

Staff

Staff recommends that the First Colony warehouses be designated as a Norfolk Historic Landmark and the special exception to permit multi-family be approved.

ARB

Based on the criteria set forth below (as contained in the *Zoning Ordinance)*, ARB recommends that the First Colony warehouses be designated as a Norfolk Historic Landmark:

(1) The area exemplifies the architectural cultural, economic, social, political, artistic, or religious history of the city.

(2) The area exemplifies the architectural character of a particular era in the history of the city.

(3) The area is the site of an historic event which had a significant impact on the history of the city.

(4) The area contains open space, street configurations, topographical features, bodies of water, or landscaped grounds of significance with regard to urban planning or landscape architecture.

(5) Design Elements:

1. Architectural Style
2. Form—plan configuration, roofline
3. Massing—number of stories, ells, wings
4. Façade Organization—symmetrical, asymmetrical, number of bays
5. Fenestration—types of doors and windows and their organization
6. Materials—visible materials including foundations, walls, roofs
7. Character Defining Details—cornices, woodwork, iron work, elements specific to a certain style
8. Other elements—porches, chimneys, unique features
9. Additions
10. Site Context
11. Outbuildings, secondary resources

Attachments

Location Map
Zoning Map
Application
Notification list to property owners within 300 feet
Notice to the Ghent Business Association and the Ghent Neighborhood League

Proponents and Opponents

Proponents
Chris Johnson
1425 E. Cary Street
Richmond, Virginia 23519

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 TO DESIGNATE THE PROPERTIES LOCATED AT 204 TO 222 WEST 22ND STREET AND 201 WEST 23RD STREET AS A NORFOLK HISTORIC LANDMARK AND TO AMEND THE ZONING MAP TO SHOW THE DESIGNATION.

- - -

WHEREAS, the property located at 204 to 222 West 22nd Street and 201 West 23rd Street in the City of Norfolk is of such age and significance historically, architecturally and culturally that it is eligible to be designate as a Norfolk Historic Landmark;

WHEREAS, the owner of the property has applied to seek the designation as a Norfolk Historic Landmark and said application has been reviewed and recommended for approval by both the Norfolk Architectural Review Board and the Norfolk City Planning Commission; and

WHEREAS, the buildings on this property are designated as contributing structures to the Norfolk & Western Railroad Historic District defined by the United States Department of the Interior, National Park Service in its National Register of Historic Places; now, therefore,

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

Section 1:- That the property located at 204 to 222 West 22nd Street and 201 West 23rd Street is hereby designated as a Norfolk Historic Landmark and shall be both subject to the regulations and

entitled to the benefits set forth in the applicable provisions of Chapter 9 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Historic and Cultural Conservation Districts (HC) and Historic Landmarks." The property which is the subject of this designation is more fully described as follows:

> Properties front 248 feet, more or less, along the northern line of West 22nd Street beginning 43 feet, more or less, from the western line of Omohundro Avenue and extending westwardly; properties also front 80 feet, more or less, along the western line of Omohundro Avenue beginning 100 feet, more or less, from the northern line of West 22nd Street and extending northwardly; premises numbered 204 to 222 West 22nd Street and 201 West 23rd Street.

Section 2:- That the City Council hereby determines that the designation accomplished herein is based on consideration of all of the following criteria § 9-2.3(b) of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), namely:

(1) The historic, architectural, or cultural significance, if any, of the building, structure, or site considered on its own merits and which distinguish it from other similar or common buildings, structures or sites in the same vicinity;

(2) Whether the building, structure, or site is located in an area that is not appropriate or eligible for designation as a local historic district when considered in its entirety;

(3) The association of the building, structure or site with an historic person or event of national, state, or regional significance or with a renowned architect or master craftsman;

(4) The age and condition of the building or structure and whether significant portions are at least fifty (50) years old;

(5) The degree to which the original or distinguishing character, qualities, or materials of a building or structure on the property have been retained and have not undergone changes such that the historical integrity of the property is no longer

significantly evident; and

(6) Whether the property has been listed on the U.S. Department of the Interior's National Register of Historic Places or the Virginia Landmarks Register.

Section 3:- That, as a reference for consideration of any application for a certificate of appropriateness, the following distinguishing characteristics and historic significance that are specifically relevant to this property include all of the following:

(a) A historic rounded, stacked brick arch on the first floor.

(b) Three six-over-six, double-hung windows on the second floor while the top three stories each have three one-over-one double hung windows.

(c) Windows topped with stacked brick arches and rusticated stone sills.

(d) The roofline is accentuated by an articulated stacked brick cornice.

(e) Iron clad wooden shutters historically used for openings to enhance fire safety.

(f) A parapet roof with a large mechanical penthouse in the southwest corner, a large historic mechanical unit in the northwest corner, and a smaller penthouse in the northeast corner.

(g) Concrete block and frame construction additions on the west elevation with brick, corrugated metal, and parged surfaces.

Section 4:- That the official Zoning Map for the City of Norfolk is hereby amended and reordained so as to reflect this rezoning.

Section 5:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 6:- That this ordinance shall be in effect from the date of its adoption.

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 CONSTRUCT A MULTI-FAMILY DEVELOPMENT ON PROPERTY LOCATED AT 204 TO 222 WEST 22ND STREET AND 201 WEST 23RD STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the construction of a multi-family development with more than six dwelling units on property located at 204 to 222 West 22nd Street and 201 West 23rd Street. The property which is the subject of this Special Exception is more fully described as follows:

> Properties front 248 feet, more or less, along the northern line of West 22nd Street beginning 43 feet, more or less, from the western line of Omohundro Avenue and extending westwardly; properties also front 80 feet, more or less, along the western line of Omohundro Avenue beginning 100 feet, more or less, from the northern line of West 22nd Street and extending northwardly; premises numbered 204 to 222 West 22nd Street and 201 West 23rd Street.

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

(a) No more than 51 dwelling units shall be constructed on the property.

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

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

district in question were established;

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

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

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

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

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

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

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

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

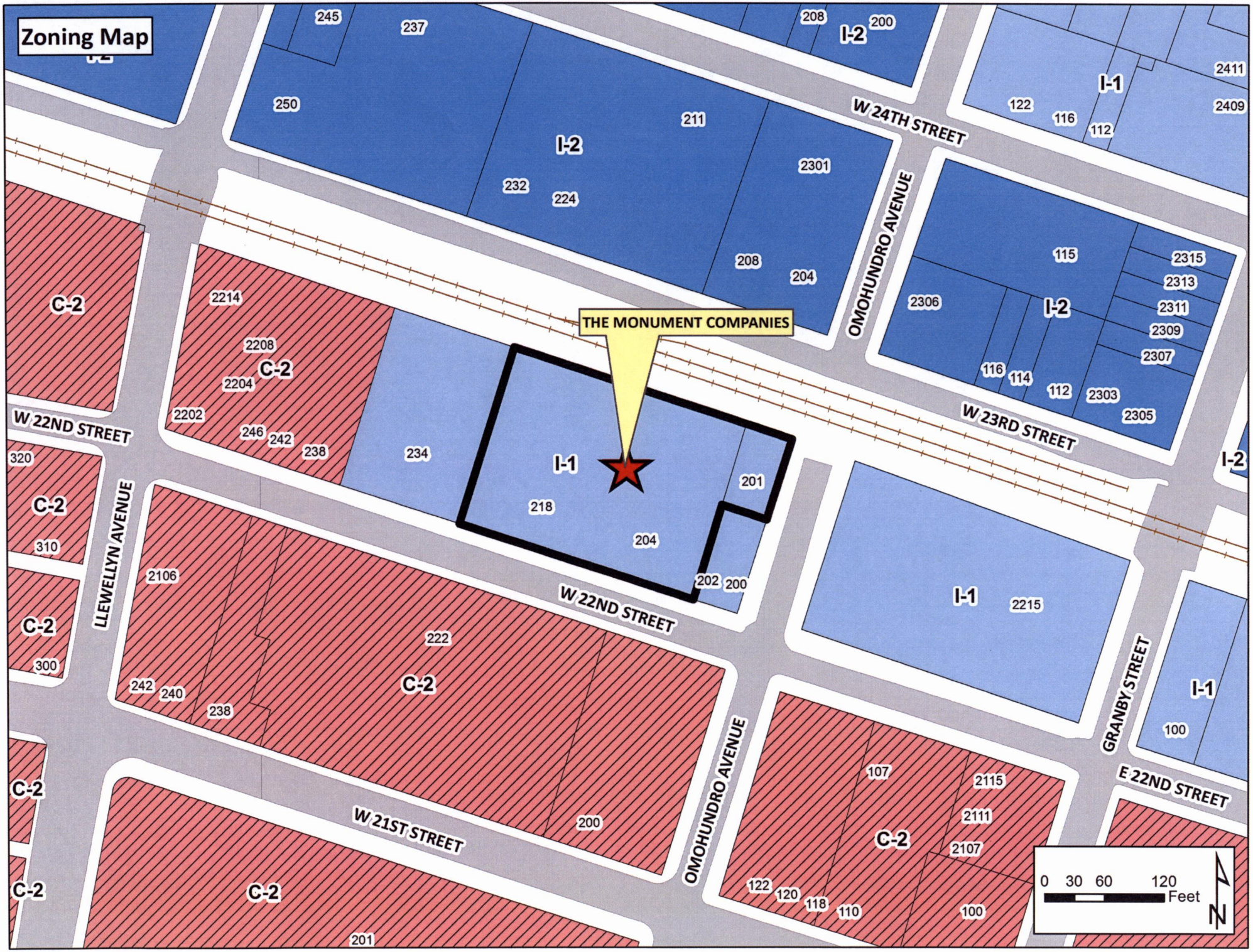
(j) The proposed use and development complies with all

additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

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

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

Location Map
W 23RD STREET
OMOHUNDRO AVENUE
THE MONUMENT COMPANIES
W 22ND STREET
OMOHUNDRO AVENUE
0 12.5 25 50
Feet
N


Zoning Map
THE MONUMENT COMPANIES
W 24TH STREET
W 23RD STREET
W 22ND STREET
W 21ST STREET
E 22ND STREET
OMOHUNDRO AVENUE
LLEWELLYN AVENUE
GRANBY STREET
I-1
I-2
C-2
0 30 60 120
Feet
N

APPLICATION
DESIGNATION OF HISTORIC DISTRICTS, STRUCTURES OR LANDMARKS

Date of application: September 20, 2016

Change of Zoning

From: I-1 **Zoning** **To:** _____ **Zoning**

DESCRIPTION OF PROPERTY

Property location: (Street Number) 204 (Street Name) W 22nd Street

Existing Use of Property: Vacant

Current Building Square Footage 47,175 sq ft

Proposed Use residential

Proposed Building Square Footage 48,693 sq ft

Trade Name of Business (If applicable) N/A

APPLICANT

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

1. Name of applicant: (Last) Johnson (First) Chris (MI) _____

Mailing address of applicant (Street/P.O. Box): 1425 E Cary Street

(City) Richmond (State) VA (Zip Code) 23219

Daytime telephone number of applicant (804) 303-7316 Fax ( ) _____

E-mail address of applicant: cjohnson@themonumentcompanies.com

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

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

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

Mailing address of applicant (Street/P.O. Box): PO Box 11083

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

Daytime telephone number of applicant (757) 923-1900 Fax (757) 923-0076

E-mail address of applicant: paige@commonwealthpreservationgroup.com

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

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

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: rglevin@cox.net

CIVIC LEAGUE INFORMATION

Civic League contact: N/A

Date(s) contacted: _____

Ward/Super Ward information: _____

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

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

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

ONLY NEEDED IF APPLICABLE:

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

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

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Multi Family Residential.

Date of application: August 2nd, 2016

DESCRIPTION OF PROPERTY

Property location: (Street Number) 204-222 (Street Name) W. 22nd Street

Existing Use of Property VACANT BUILDINGS

Current Building Square Footage 45,637 S.F.

Proposed Use Multi Housing [multi family residential]

Proposed Square Footage 48,693

Proposed Hours of Operation: 24/7

Weekday From _____ To _____

Friday From _____ To _____

Saturday From _____ To _____

Sunday From _____ To _____

Trade Name of Business (If applicable) _____

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

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

Monument Development, LLC.

1. Name of applicant: (Last) Johnson (First) Chris (MI) ____

Mailing address of applicant (Street/P.O. Box): 1425 E. Cary Street

(City) Richmond (State) VA (Zip Code) 23219

Daytime telephone number of applicant (~~757~~ 804-303-7347 Fax ( ) ____

E-mail address of applicant: CJohnson@themonumentcompanies.com

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

2. Name of applicant: (Last) Sullivan (First) Allan (MI) W.

Mailing address of applicant (Street/P.O. Box): 2106 Llewellyn Avenue

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

Daytime telephone number of applicant (757) 434-3316 Fax ( ) ____

E-mail address of applicant: ALSULLIV@VT.EDU

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

L & L 22nd Street, L.L.C.

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: Ted Enright

Date(s) contacted: August 1st 2016

Ward/Super Ward information: Ward 2 / Super Ward 6.

REQUIRED ATTACHMENTS:

- ✓ Required application fee, **$355.00** (if check, make payable to the City of Norfolk).
  - o Application fee includes a non-refundable $5 technology surcharge.
- ✓ One 8½ x 14 inch or 11 x 17 inch copy of a physical survey, drawn to scale and showing site conditions and improvements (including portions of the right-of-way to the curb line):
  - Existing and proposed building structures
  - Driveways
  - Parking
  - Landscaping
  - Property lines (see attached example)
- ✓ One 8 ½ x 14 inch or 11 x 17 inch copy of a conceptual site plan drawn to scale and showing all proposed site improvements, landscaping, drive aisles and parking with dimensions, and proposed changes to parcel/property lines (including lease lines) if applicable.

CERTIFICATION:

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

Print name: L&L 22nd Street, LLC By Richard C. Levin Mgr. **Sign:** 8 / 2 / 16
(Property Owner) (Date)

Print name: Monument Development, LLC By: Christopher Johnson **Sign:** 8 / 2 / 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: Allan W. Sullivan **Sign:** 8 / 2 / 16
(Authorized Agent Signature) (Date)

First Colony Coffee and Tea
204-218 West 22nd Street and 201 West 23rd Street

Current Zoning:

I-1, Industrial

Proposed Development:

Lot Area: 48,567 sf
Lot Coverage: 67% Existing; 50% Proposed
Proposed Units: 51 (43 1bed/1bath; 8 2bed/2bath)
Parking Proposed: 51 spaces
Building Area:
    Ground Floor: 23,996 sf
    Total: 48,693 sf
Open Space Proposed: 4,077 9% (see diagram—one loading dock has a min dimension of 10', some other areas have min dimension of 12')
Building Setbacks:
    Average Front Setback (West 22nd St): 43 ft
    Front Setbacks Vary from 2' to 91'
        Front Setbacks from West to East: 91'; 8'; 5'; 38'; 64'; 60'; 5'; 2'; 51'
    Average Rear Setback (North side): 14 ft
    Side Setbacks: 0
Maximum Height (Historic Tower) Approximately 63 ft
Signage: Will be mounted on building face
All buildings are contributing historic except for the western-most warehouse, the center brick entry and the multi-story metal warehouse

1 / A101 GROUND FLOOR PROPOSED
1/32" = 1'-0"

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY
NORFOLK, VA

ISSUED:

PART 2	07.22.2016

REGISTRATION

GROUND FLOOR PROPOSED

A-101

1 / A102 SECOND FLOOR PROPOSED
1/32" = 1'-0"

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY
NORFOLK, VA

ISSUED:

PART 2	07.22.2016

REGISTRATION

SECOND FLOOR PROPOSED

A-102

1 THIRD FLOOR PROPOSED
A-103 1/32" = 1'-0"

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY
NORFOLK, VA

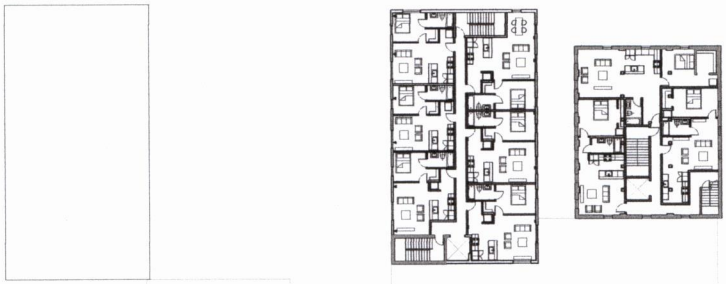
ISSUED:

PART 2	07.22.2016

REGISTRATION

THIRD FLOOR PROPOSED

A-103



1 / A104 FOURTH FLOOR PROPOSED
1/32" = 1'-0"

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY
NORFOLK, VA

ISSUED:

PART 2	07.22.2016

REGISTRATION

FOURTH FLOOR PROPOSED

A-104

1 / A105 FIFTH FLOOR PROPOSED
1/32" = 1'-0"

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY
NORFOLK, VA

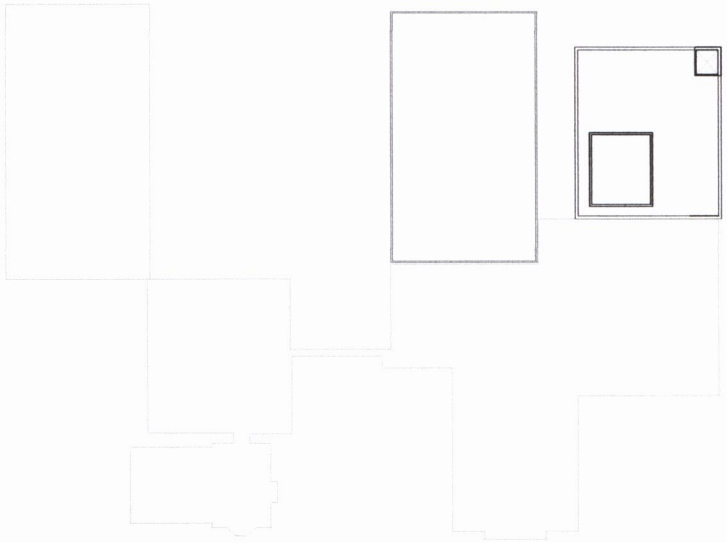
ISSUED:

PART 2	07.22.2016

REGISTRATION

FIFTH FLOOR PROPOSED

A-105



1 ROOF PLAN PROPOSED
A-106 1/32" = 1'-0"

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY
NORFOLK, VA

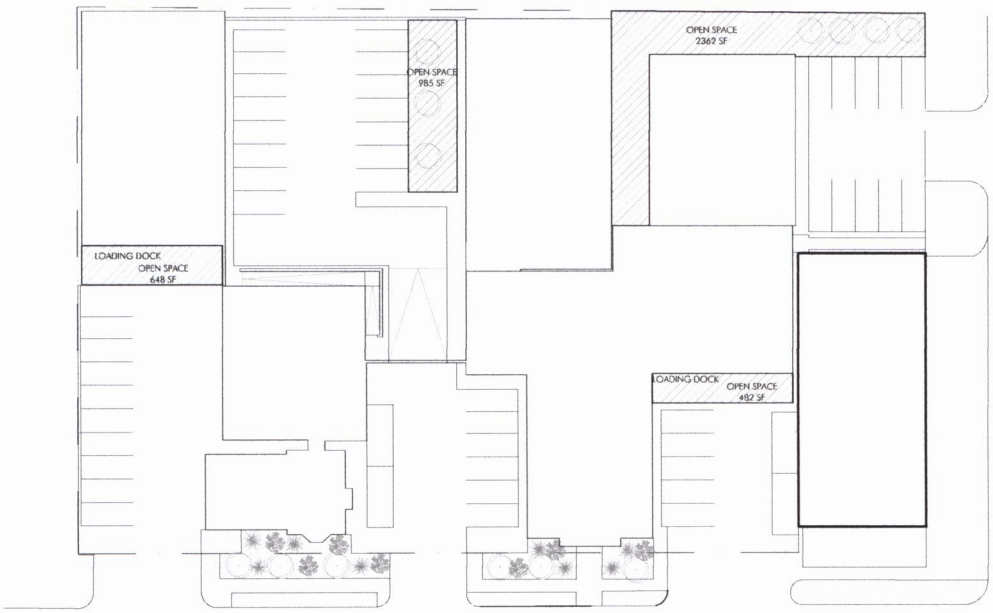
ISSUED:

PART 2	07.22.2016

REGISTRATION

ROOF PLAN PROPOSED

A-106



FIRST COLONY ZONING DATA:

LOT AREA: 48,567 SF

PROPOSED OPEN SPACE:
9%: 4,477 SF

1 A106 ROOF PLAN PROPOSED
1/32" = 1'-0"

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY
NORFOLK, VA

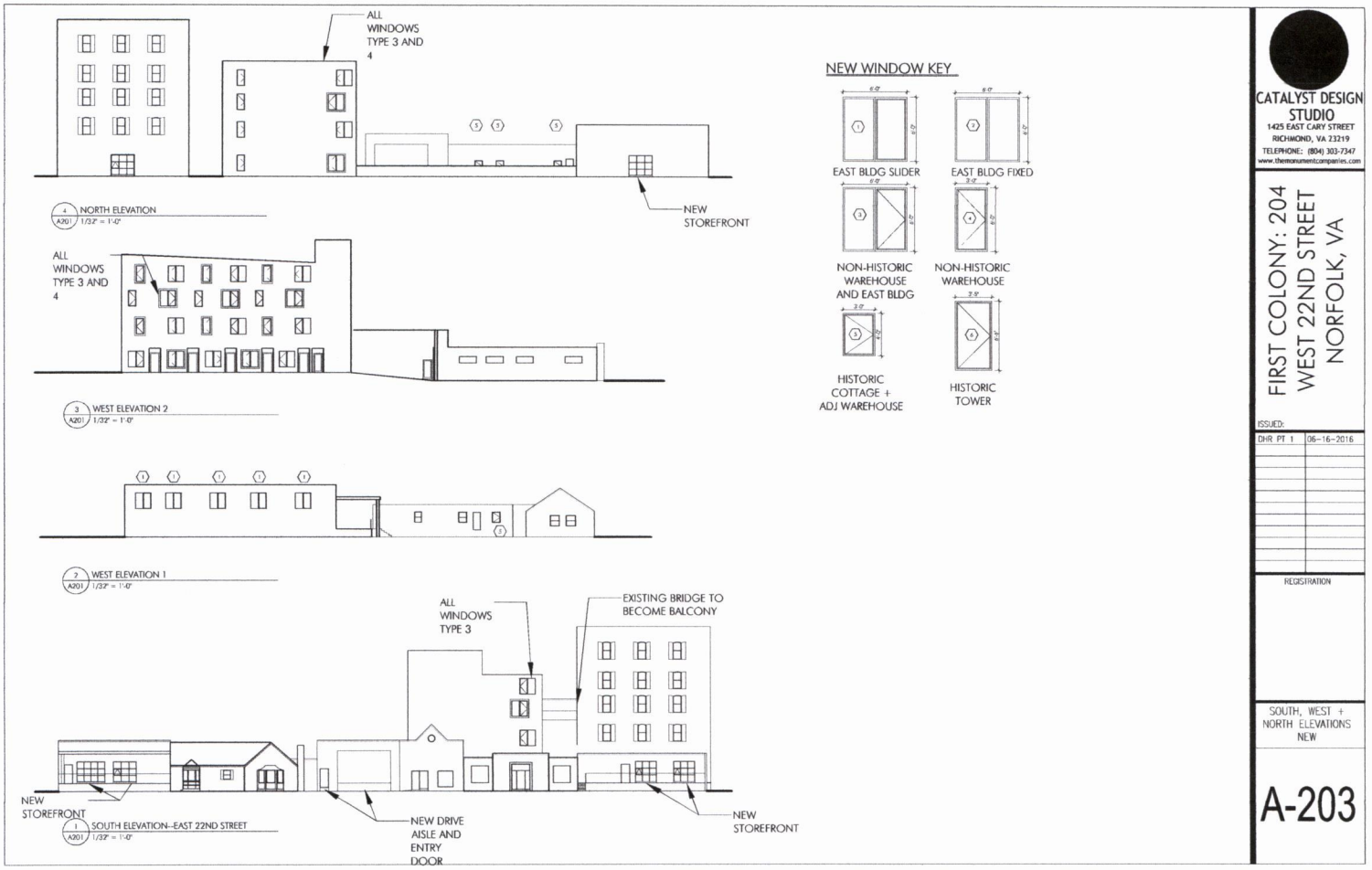
ISSUED:

PART 2	07.22.2016

REGISTRATION

ROOF PLAN
PROPOSED

A-106



CATALYST DESIGN STUDIO
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY: 204 WEST 22ND STREET NORFOLK, VA

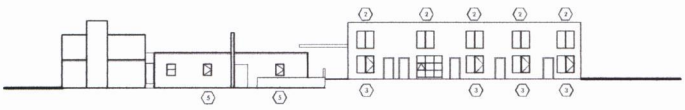
ISSUED:

DHR PT 1	06-16-2016

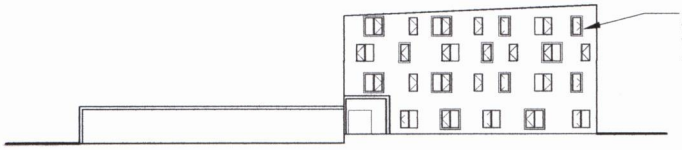
REGISTRATION

SOUTH, WEST + NORTH ELEVATIONS NEW

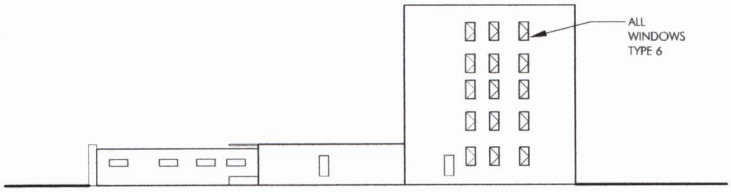
A-203



3 EAST ELEVATION 3
A202 1/32" = 1'-0"

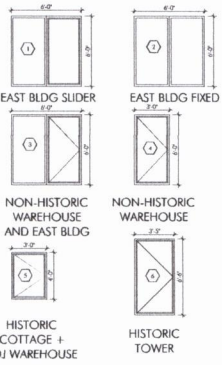


2 EAST ELEVATION 2
A202 1/32" = 1'-0"



1 EAST ELEVATION 1
A202 1/32" = 1'-0"

NEW WINDOW KEY



CATALYST DESIGN
STUDIO
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY: 204
WEST 22ND STREET
NORFOLK, VA

ISSUED:

DHR PT 1	06-16-2016

REGISTRATION

EAST ELEVATIONS
NEW

A-204

1 A401 AERIAL VIEW LOOKING EAST
NTS

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY
NORFOLK, VA

ISSUED:

PART 2	07.22.2016

REGISTRATION

3D IMAGES

A401

1 / A402 AERIAL VIEW LOOKING WEST
NTS

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY
NORFOLK, VA

ISSUED:

PART 2	07.22.2016

REGISTRATION

3D IMAGES

A-402

1 AERIAL VIEW LOOKING SOUTH
A403 NTS

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY
NORFOLK, VA

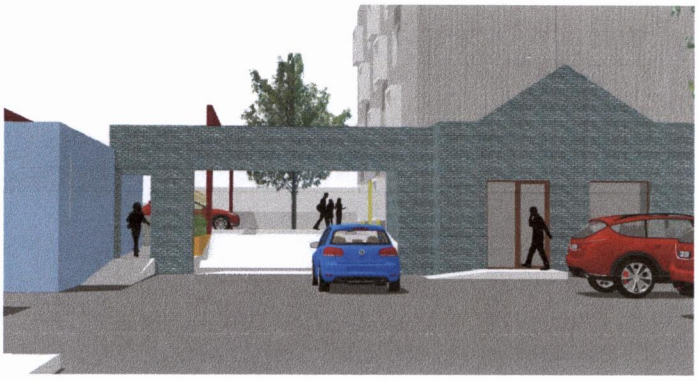
ISSUED:

PART 2	07.22.2016

REGISTRATION

3D IMAGES

A-403



3 A404 MAIN ENTRY NTS

1 A404 WEST END OF SITE NTS

2 A404 INTERIOR COURT NTS

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

FIRST COLONY
NORFOLK, VA

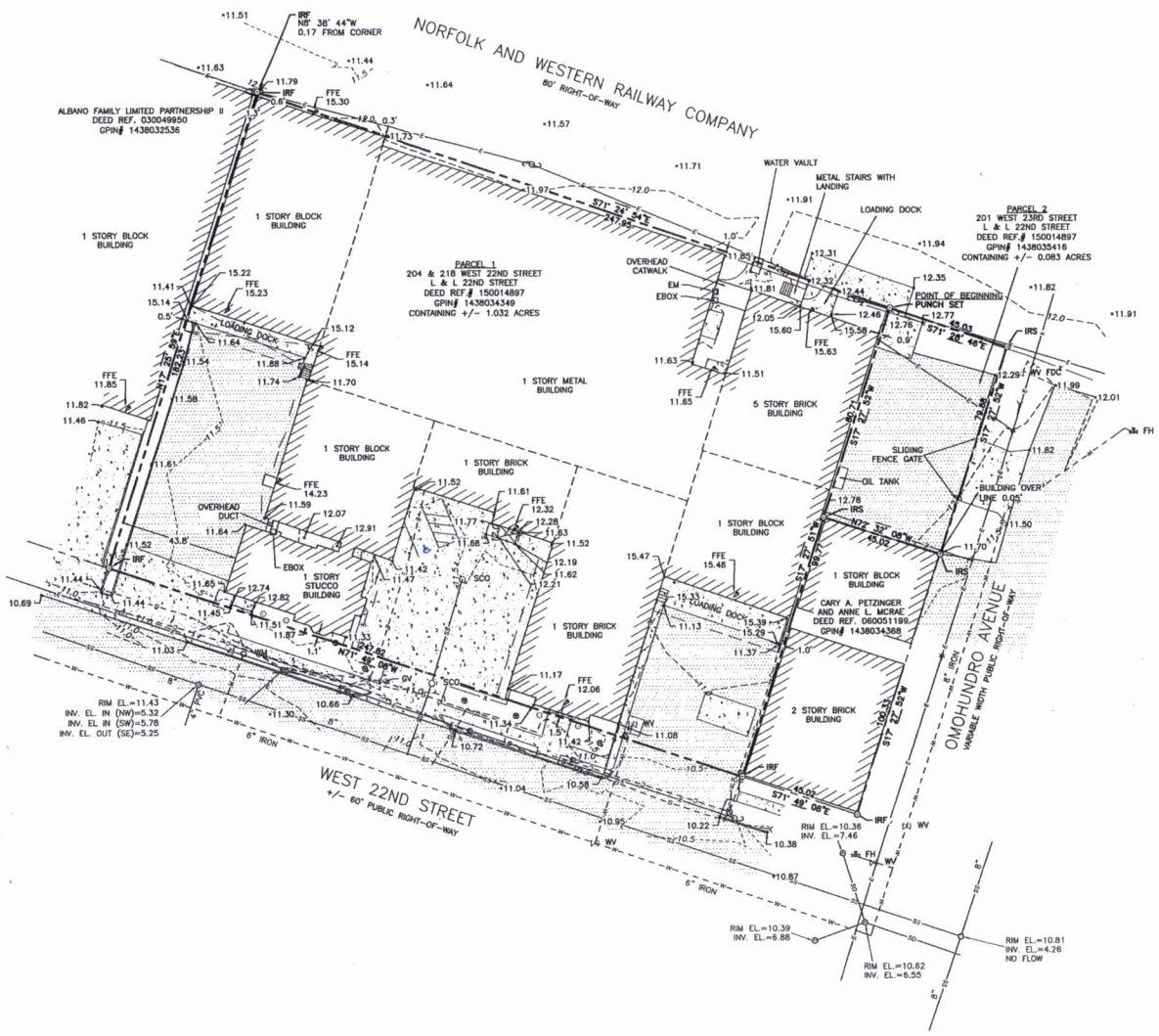
ISSUED:

PART 2	07.22.2016

REGISTRATION

3D IMAGES

A-404



COMMONWEALTH OF VIRGINIA
GEORGE L. NYFELER III
Lic. No. 2068
6/14/2016
LAND SURVEYOR

NYFELER ASSOCIATES
LAND SURVEYING & MAPPING
619 W CARY STREET, RICHMOND, VA 23220
804-277-4231 nyfelerassociates.com

DATE: 6/14/2016
JOB NUMBER: 16094
SCALE: 1"=20'
DRAWN BY: JRW
APPROVED BY: GLN

TOPOGRAPHIC SURVEY
FOR
204 & 218 WEST 22ND STREET AND
201 WEST 23RD STREET
CITY OF NORFOLK, VA
Prepared For: SILVERCORE

The Monument Companies - Notification sent to all Property Owners within 300 feet

Property Owner	Property Address	Mailing Address	
Ihlemann, Claus	2202 Llewellyn Av	301 W 21st St	Norfolk VA
Albano Family Ltd Ptnshp Ii	234 W 22nd St	615 N Birdneck Rd	Virginia Beach VA
Batchelder & Collins Inc	114 W 23rd St	Po Box 11295 Z-17	Norfolk VA
L & L 22nd Street, Llc	201 W 23rd St	2106 Llewellyn Ave	Norfolk VA
Batchelder & Collins Inc Et Al	116 W 23rd St	Po Box 11295	Norfolk VA
Batchelder & Collins Inc Et Al	114 W 23rd St	Po Box 11295	Norfolk VA
Batchelder & Collins Inc Et Al	115 W 24th St	Po Box 11295	Norfolk VA
Extra Space Properties 106, Llc	2215 Granby St	Po Box 320099	Alexandria VA
L & L 22nd Street, Llc	204 W 22nd St	2106 Llewellyn Ave	Norfolk VA
Levin, Richard G & Judy W	118 W 21st St	2106 Llewellyn Ave	Norfolk VA
West 21st, Llc	238 W 21st St	238 W 21st St	Norfolk VA
West 21st, Llc	238 W 21st St	238 W 21st St	Norfolk VA
Petzinger, Cary A Et Al	200 W 22nd St	200 W 22nd St	Norfolk VA
Hc Development, Llc	2301 Omohundro Av	104 Ridings Cv	Williamsburg VA
Levin, Richard G & Judy A	110 W 21st St	2106 Llewellyn Ave	Norfolk VA
Levin, Richard G & Judy W	240 W 21st St	2106 Llewellyn Ave	Norfolk VA
Twenty-First St Development Llc	222 W 21st St	520 W 21st St # G2-231	Norfolk VA
Keywood, Albert W & Mary V Revocable Trust	200 W 21st St	210b 52nd St	Virginia Beach VA
75/25 Llc	237 W 24th St	2106 Llewellyn Ave	Norfolk VA
Batchelder & Collins Inc	2301 Granby St	Po Box 11295	Norfolk VA
Batchelder & Collins Inc	2306 Omohundro Av	Po Box 11295	Norfolk VA
O'Connor Brewing Company, Llc	211 W 24th St	211 W 24th St	Norfolk VA

McDonald, Colette

From: Straley, Matthew
Sent: Wednesday, August 10, 2016 10:28 AM
To: 'Emily Birknes'; 'info@ghentva.org'; 'ted@nusbauminsurance.com'
Cc: Whibley, Terry; McClellan, Andria; Wilson, Denise; Pollock, Susan
Subject: new Planning Commission application - 204-222 W 22nd St
Attachments: MonumentCcompanies.pdf

Ms. Birknes and Mr. Enright,

Attached please find the application for a special exception for the adaptive reuse of structures located within the Williamson/Woodland and Norfolk & Western Railroad historic districts to accommodate a multi-family reuse at 204-222 W. 22nd Street and 201 W. 23rd Street.

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

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

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **Conditional Rezoning from UV (University Village District) to conditional C-2 (Corridor Commercial) district and Special Exception for Alternative Signage for the proposed Barry Art Museum of Old Dominion University at 4200-4220 Hampton Boulevard**

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: 2/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: PH-5

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

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

III. **Requests:** Conditional Rezoning from UV (University Village District) to conditional C-2 (Corridor Commercial) district and Special Exception for Alternative Signage.

IV. **Applicant:** **Old Dominion University Real Estate Foundation**

V. **Description:**
- The site is located on the southeast corner of Hampton Boulevard and 43rd Street, directly south of the Old Dominion University Ted Constant Convocation Center.
- The proposal would allow for the vacant site to be developed with an art museum and include signage similar to that of the signage permitted for museums located Downtown.

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

VII. **Public Schools Impacts**
The site is not located within 1,000 feet of a Norfolk Public School.

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

Attachments:
- Proponents and Opponents
- Staff Report to CPC dated October 27, 2016 with attachments
- Ordinances

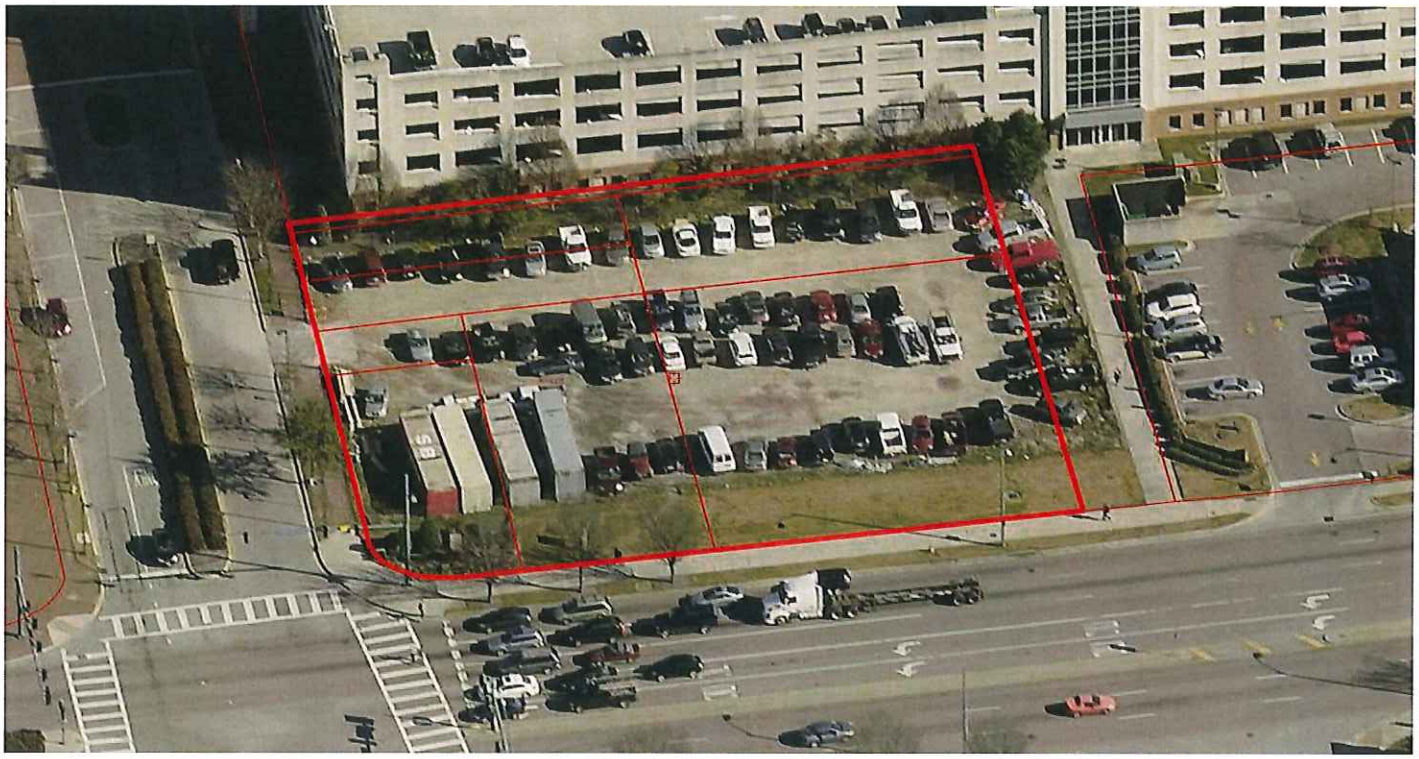
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: October 27, 2016

Executive Secretary: George M. Homewood, FAICP, CFM

Planner: Matthew Simons, AICP, CZA, CFM

Staff Report	Item No. 5	
Address	**4200-4220 Hampton Boulevard**	
Applicant	**Old Dominion University Real Estate Foundation**	
Requests	**Rezoning**	**From C-2 (Corridor Commercial) to conditional C-2 district**
		From UV (University Village) to conditional C-2 district
	Special Exception	**To permit alternative signage**
Property Owner	Old Dominion University Real Estate Foundation	
Site Characteristics	Site/Building Area	36,815 square feet/24,400 square feet
	Future Land Use Map	Commercial
	Zoning	C-2 and UV
	Neighborhood	University Village
	Character District	Traditional
Surrounding Area	North	C-2: ODU Ted Constant Convocation Center
	East	UV: ODU Parking Garage
	South	C-2: McDonald's
	West	IN-1 (Institutional): City of Norfolk Fire Station No. 7



A. Summary of Request

- The site is located on the southeast corner of Hampton Boulevard and 43rd Street, directly south of the Old Dominion University Ted Constant Convocation Center.
- The proposal would allow for the vacant site to be developed with an art museum and include signage similar to that of the signage permitted for museums located Downtown.

B. Plan Consistency

Change of Zoning

- The Enhancing Economic Vitality chapter of *plaNorfolk2030* includes an action calling for coordinating planning efforts with the universities to attract spinoff investments.
- The *Central Hampton Boulevard Area Plan* calls for the creation of a safe, walkable public realm with 8-foot wide sidewalks with 4-foot wide landscape verges planted with street trees along retail or other active building frontages.
- The *Central Hampton* plan further recommends that at least 75% of a building's façade should meet the setback line that 60% of the first-floor façade of a nonresidential building should be transparent glazing, and that entrances should be located at least every 100 feet along the sidewalk.
- In order to be fully consistent with *plaNorfolk2030* and the *Central Hampton* plan, the proposed zoning changes should conform to the recommendations of the plans to the extent that is feasible.
- The proposed building on the site conforms to the building placement recommendations within the *Central Hampton* plan, but the building does not conform to the façade transparency recommendation.
  - Since the proposed building will be utilized as a museum, the programing of exhibits is better handled when lighting can be strictly controlled and managed, so as to not damage or interfere with some sensitive art displays.
  - Given the special significance that the exterior design of an art museum provides within the context of a civic node, and given the unique lighting needs of an art museum, the proposal is appropriate despite the inconsistency with the façade transparency recommendation.
- The proposed rezoning is consistent with *plaNorfolk2030*, which designates this site as Commercial.

Special Exception

- The proposed special exception is consistent with *plaNorfolk2030*, which designates this site as Commercial.
- The *Central Hampton* plan calls for signage and banners to announce entrances to key civic spaces and incorporating public art in the public realm.
  - It further recommends using public information signage to assist wayfinding, reinforce community identity, and announce community events.
- The proposed special exception is consistent with the recommendations of the *Central Hampton* plan.

C. Zoning Analysis

i. General

- The site is surrounded by a mix of institutional, commercial, and residential uses.
- The applicant proposes to construct a 24,400 square foot art museum on the site.
- A rezoning is required because the property is currently split-zoned, with the easternmost 15-foot wide portion of the site being zoned UV (University Village) district, and the remaining western portion being zoned C-2 (Corridor Commercial) district.
- The proposal is to bring the entire site into one uniform zoning district, conditional C-2.
  - The applicant proffered conditions that will require the site to be consistent with the majority of the UV zoning district design requirements in order to ensure that the site blends well with the University Village district to the north and east.
- An art museum is considered a Public and Civic Use within the *Zoning Ordinance of the City of Norfolk, 1992,* as amended, and the proposal is accompanied by a special exception request to permit alternative signage along the 43rd Street building façade.
- The request is to permit the alternative signage given the presence of an art museum along a prominent mid-section of both the ODU campus and Central Hampton Boulevard corridor as a whole.
  - Public and Civic Uses are permitted to have a much greater allotment of banner signage in the Downtown and Institutional zoning district, where museums are primarily located, which is similar to the signage proposed in this request.
- The proposed use will complement the ODU Ted Constant Convocation Center and builds upon a unique civic node and activity center that warrants a strong sign presence in order to showcase the public realm as a civic center.
- The conceptual site plan and alternative sign package, and the attached proffered conditions ensure compliance with the adopted general plan recommendations, as well as the majority of the *Central Hampton* plan recommendations, in addition to meeting all *Zoning Ordinance* requirements for an art museum.

ii. Parking

- The *Zoning Ordinance* permits the City's Zoning Administrator to calculate the parking demand for museums on a case-by-case basis.
- The proposed 24,400 square foot art museum will not have a uniform parking demand since the museum complements various university-related uses.
  - At times the museum may draw a crowd from the university with less demand for automobiles, while at other times an exhibit may draw more from the general public where the majority of patrons arrive by automobile.
  - The proposed art museum will have a contract with Old Dominion University to accommodate all automobiles within the adjacent parking garage directly to the east, and no additional on-site parking will be necessary.

iii. Flood Zone

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

- If the building is located within any portion of the X (Shaded) Flood Zone the building will have to be elevated off of the surrounding grade sufficient to meet the minimum floodplain requirements.

D. Transportation Impacts

Since a museum is currently a permitted use within both the C-2 and UV zoning districts, there is no increased trip generation associated with this proposal that would not otherwise exist within either of the existing zoning designations.

E. Historic Resource Impacts

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

F. Public Schools Impacts

The site is not located within 1,000 feet of a Norfolk Public School.

G. Environmental Impacts

- As a new development, it will have to complete the Site Plan Review Process with all the standards set forth in the *Zoning Ordinance*.
  - Through the City's Site Plan Review process, all applicable erosion and sediment control, floodplain, buffering, screening and any other environmental requirements, including all stormwater management provisions, will be addressed prior to issuance of building permits.
  - A landscape plan will be required through the City's Site Plan Review process, which must be approved through the Department of Recreation, Parks and Open Space.
  - In order to comply with the *Central Hampton Boulevard Area Plan,* an 8-foot wide minimum sidewalk with a 4-foot wide landscape verge planted with street trees is required.
    - A ten-foot wide sidewalk with a 6-foot wide landscape verge planted with street trees will be required through the Site Plan Review process.

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

By requiring this use to conform to the conditions listed below, granting the rezoning and special exception requests should not have a negative effect on the surrounding area.

J. Payment of Taxes

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

K. Civic League

Notice was sent to the Lamberts Point and Highland Park Civic Leagues 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 **approval** of both rezoning requests and the special exception request subject to the following proffered conditions and special exception conditions:

Old Dominion University Barry Art Museum – Conditional Rezoning
Proffered Conditions

(a) In addition to meeting all of the zoning requirements of the C-2 (Corridor Commercial) zoning district, the development and use of the site shall also be required to meet all the zoning requirements contained within section 10-9, UV (University Village District) of the *Zoning Ordinance of the City of Norfolk, 1992* (as amended), with the exception of the minimum setback requirement contained within section 10-9.12(b), "*Yard Requirements/Setbacks*." If any restriction pertaining to the C-2 zoning district conflicts with a restriction pertaining to the UV district then the more restrictive regulation shall apply.

(b) The site shall be generally designed in accordance with the architectural site plan prepared by Saunders + Crouse Architects, dated October 3, 2016, attached hereto and marked as "Exhibit B," and placed on file with the Department of City Planning, subject to any revisions or modifications as may be required through the City's Design Review, Site Plan Review and building permit plan review processes (the "Development Plan"). The Planning Director shall have authority to make a determination as to the final site plans' compliance with the proffered Development Plan.

(c) The initial development of the site as expressed in condition (b) above as the Development Plan, shall be reviewed and approved in accordance with the city's Design Review process prior to the issuance of any building permit.

Old Dominion University Barry Art Museum
Alternative Signage – Special Exception Conditions

(a) In addition to any signage that may be permitted under the regulations set forth in the Zoning Ordinance of the City of Norfolk, 1992, Chapter 16, entitled "Signs," additional banners that comply with all of the following requirements are also permitted on this property:

(1) The maximum number of additional banners does not exceed four (4);
(2) The total square footage of all additional banners does not exceed 1,400; and
(3) All additional banners are located on the north elevation of the building.

(b) This special exception does not regulate the content or message contained on any sign permitted on the property, and any sign may be changed so long as the size, location, and number remain unaltered by the change.

Attachments

Location map
Zoning map
Applications
Site plan
Alternative signage exhibit
Notification list of all property owners within 300 feet of the site
Notice to the Lamberts Point and Highland Park Civic Leagues
Letter of support – Highland Park Civic League

Proponents and Opponents

Proponents

Tara Saunders – Applicant
4417 Monarch Way
Norfolk, VA 23508

Leslie Wilson – Representative
Saunders and Crouse Architects
291 Independence Boulevard, Suite 400
Virginia Beach, VA 23462

Opponents

None

10/25/2016 lds

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved: MM.L

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTIES LOCATED AT 4200 AND 4220 HAMPTON BOULEVARD AND CERTAIN OTHER PROPERTIES ON THE EAST SIDE OF HAMPTON BOULEVARD, ON THE SOUTH SIDE OF 43RD STREET AND ON THE NORTH SIDE OF A CLOSED PORTION OF WEST 42ND STREET FROM C-2 (CORRIDOR COMMERCIAL) DISTRICT TO CONDITIONAL C-2 (CORRIDOR COMMERCIAL) DISTRICT.

- - -

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

Section 1:- That the properties located at 4200 and 4220 Hampton Boulevard, and other properties on the east side of Hampton Boulevard, on the south side of 43rd Street and on the north side of a closed portion of West 42nd Street are hereby rezoned from C-2 (Corridor Commercial) District to conditional C-2 (Corridor Commercial) District. The properties which are the subject of this rezoning are more fully described as follows:

Properties fronting 223 feet, more or less, along the eastern line of Hampton Boulevard and 150 feet, more or less, along the southern line of 43rd Street; portions also front 150 feet, more or less, along the northern half of a closed portion of West 42nd Street including the former northern half of said closed portion of West 42nd Street; premises including those numbered 4200 and 4220 Hampton Boulevard.

Section 2:- That the properties rezoned by this ordinance shall be subject to the following conditions:

(a) In addition to meeting all of zoning requirements of the C-2 (Corridor Commercial) District, all development and use of these properties shall also meet all zoning requirements set forth in Zoning Ordinance of the City of Norfolk, 1992 § 10-9, entitled "University Village District (UV)," with the exception of requirements at § 10-9.12(b), entitled "Yard Requirements/Setbacks." In the event

that any restriction imposed by the regulations of the C-2 District conflicts with a restriction imposed by the regulations of the UV District, then the more restrictive regulation shall apply.

(b) The site shall be designed generally in accordance with the architectural site plan prepared by Saunders + Crouse Architects, dated October 3, 2016, placed on file with the Department of City Planning, and attached hereto and marked as "Exhibit A," subject to any revisions or modifications as may be required through the City's Design Review, Site Plan Review or building permit plan review processes.

(c) The initial development of the site shall be reviewed and approved in accordance with the city's Design Review process prior to the issuance of any building permit.

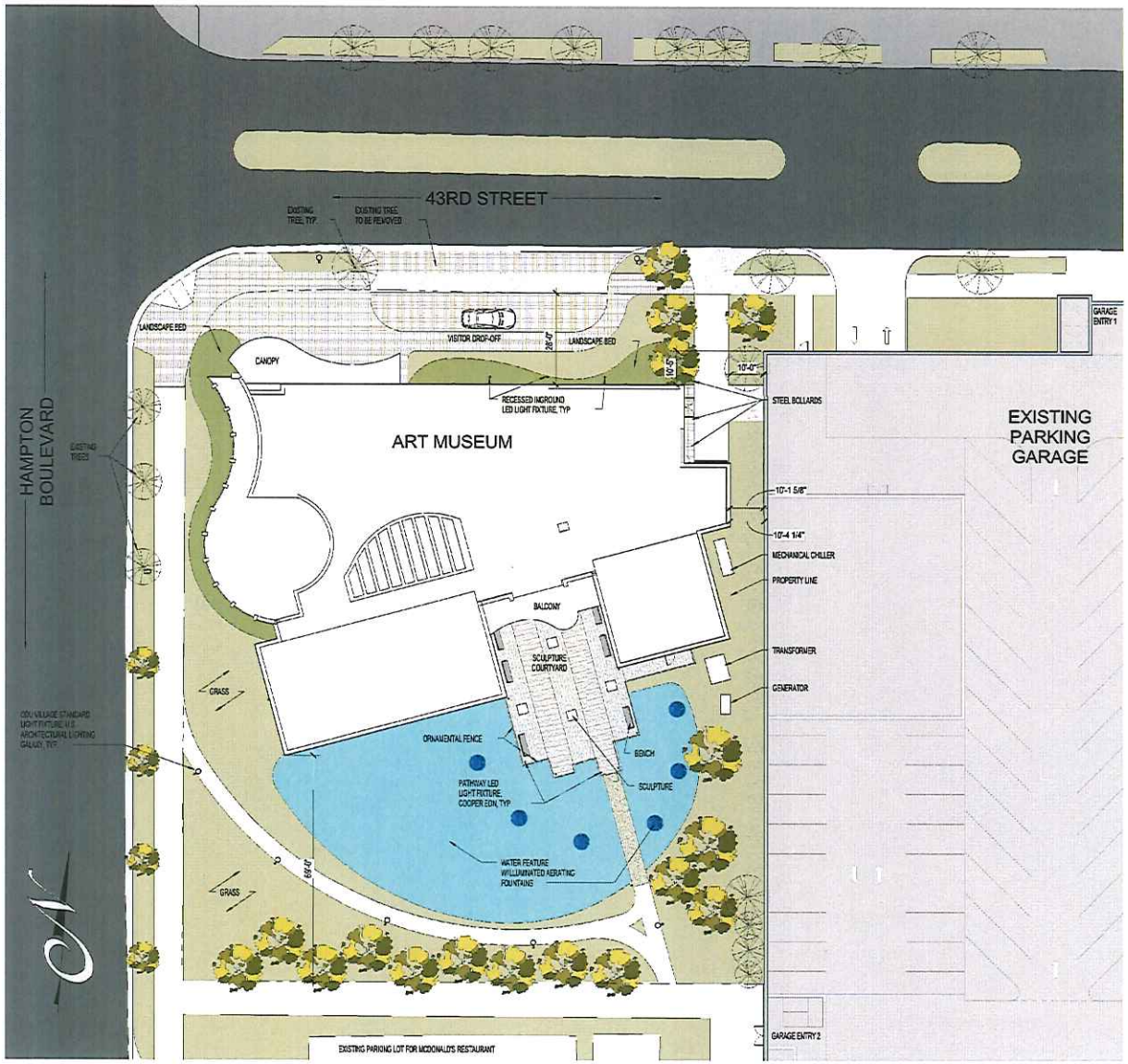
Section 3:- That the official Zoning Map for the City of Norfolk is hereby amended and reordained so as to reflect this rezoning.

Section 4:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

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

ATTACHMENTS:
Exhibit A (1 page)

Exhibit A



ARCHITECTURAL SITE PLAN

1/16" = 1'-0"

GENERAL NOTES

A. SEE BUILDING ELEVATIONS FOR EXTERIOR WALL MOUNTED LIGHT FIXTURES.

GRAPHIC SCALE(S)

1/16" = 1'-0"

0 5' 10' 20' 30' 60'

saunders +crouse ARCHITECTS

291 Independence Blvd.
Suite 400
Virginia Beach, VA 23462
M: 757.506.0440

STRUCTURAL:
SPEIGHT, MARSHALL & FRANCIS, PC
2125 McComas Way, Suite 103
Virginia Beach, VA 23456
M: 757.427.1020

CIVIL:
VANASSE HANGEN BRUSTLIN INC
4500 Main Street, Suite 400
Virginia Beach, VA 23462
M: 757.490.0132

MECHANICAL:
ROACH CONSULTING ENGINEERS, PC
201 College Place
Norfolk, VA 23510
M: 757.627.9100

ARB SUBMISSION
NOT FOR
CONSTRUCTION

OLD DOMINION
UNIVERSITY
ART MUSEUM

1075 43rd Street
Norfolk, VA

Revisions:

ARCHITECTURAL
SITE PLAN

Date: Issue Date

Project: 16025.000

A-100

Sheet: of

THIS DRAWING AND ITS CONTENTS ARE THE SOLE PROPERTY OF SAUNDERS + CROUSE ARCHITECTS, A PROFESSIONAL CORPORATION, VIRGINIA BEACH, VIRGINIA. THE REPRODUCTION IN WHOLE OR IN PART OR THE MODIFICATION OF ANY DETAIL OR DRAWING MAY NOT BE MADE WITHOUT EXPRESS WRITTEN CONSENT. COPYRIGHT

10/11/2016 9:35:00 AM C:\Users\lwilson\Documents\ODU Art Museum A2015_lwilson@saundersCrousearchitects.com.rvt

10/24/2016 lds

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved: MM-S.

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTIES LOCATED ON THE SOUTH SIDE OF 43RD STREET AND ON THE NORTH SIDE OF A CLOSED PORTION OF WEST 42ND STREET FROM UV (UNIVERSITY VILLAGE DISTRICT) TO CONDITIONAL C-2 (CORRIDOR COMMERCIAL) DISTRICT.

- - -

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

Section 1:- That the properties located on the south side of 43rd Street and on the north side of a closed portion of West 42nd Street are hereby rezoned from UV (University Village) District to conditional C-2 (Corridor Commercial) District. The properties which are the subject of this rezoning are more fully described as follows:

Properties fronting 15 feet, more or less, along the southern line of 43rd Street beginning 150 feet, more or less, from the eastern line of Hampton Boulevard and extending eastwardly and fronting 15 feet, more or less, along the northern half of a closed portion of West 42nd Street beginning 150 feet, more or less, from the eastern line of Hampton Boulevard and extending eastwardly, including the northern half of the closed portion of West 42nd Street.

Section 2:- That the properties rezoned by this ordinance shall be subject to the following conditions:

(a) In addition to meeting all of zoning requirements of the C-2 (Corridor Commercial) District, all development and use of these properties shall also meet all zoning requirements set forth in Zoning Ordinance of the City of Norfolk, 1992 § 10-9, entitled "University Village District (UV)," with the exception of requirements at § 10-9.12(b), entitled "Yard Requirements/Setbacks." In the event that any restriction imposed by the regulations of the C-2 District conflicts with a restriction

imposed by the regulations of the UV District, then the more restrictive regulation shall apply.

(b) The site shall be designed generally in accordance with the architectural site plan prepared by Saunders + Crouse Architects, dated October 3, 2016, placed on file with the Department of City Planning, and attached hereto and marked as "Exhibit A," subject to any revisions or modifications as may be required through the City's Design Review, Site Plan Review or building permit plan review processes.

(c) The initial development of the site shall be reviewed and approved in accordance with the city's Design Review process prior to the issuance of any building permit.

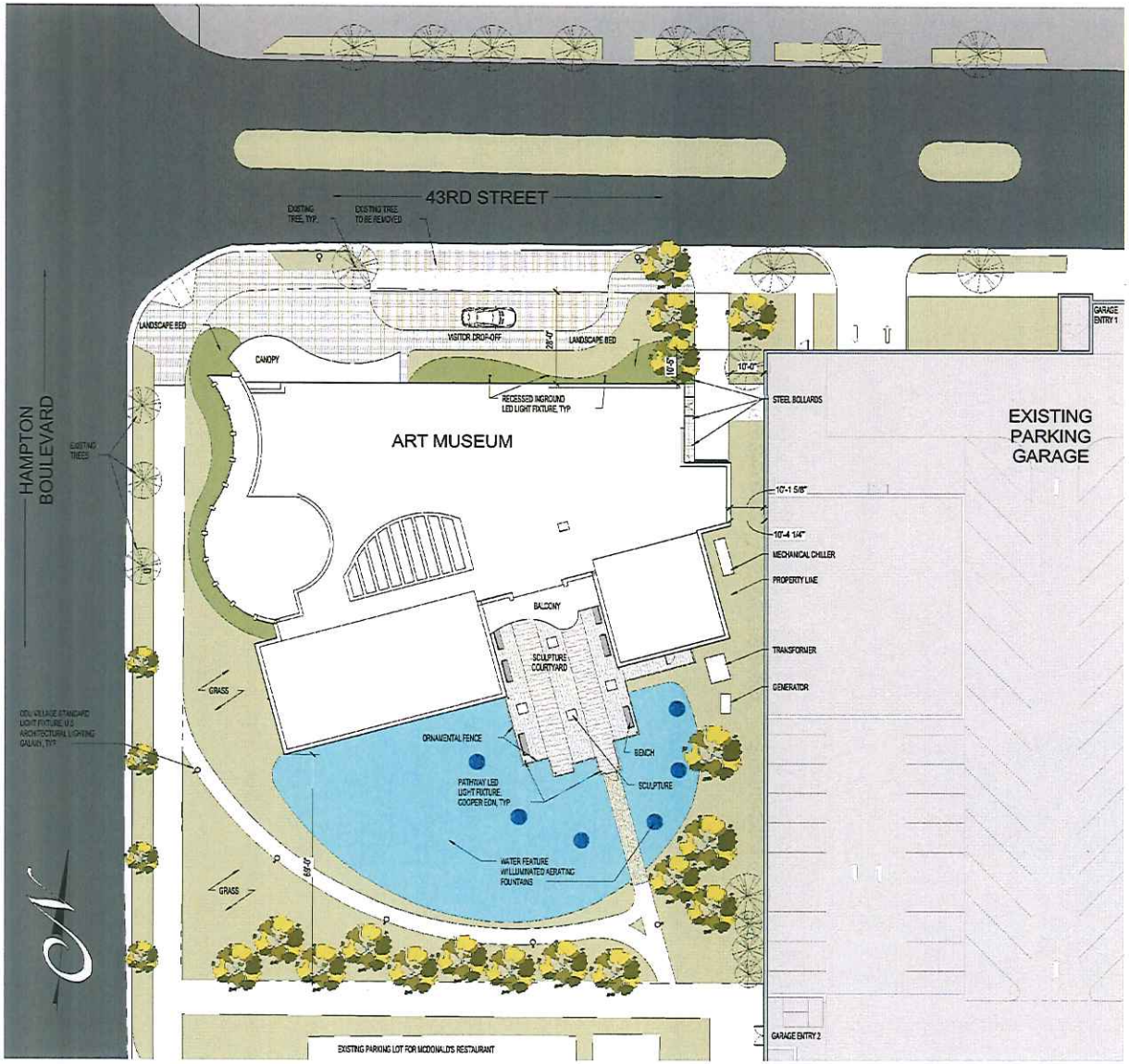
Section 3:- That the official Zoning Map for the City of Norfolk is hereby amended and reordained so as to reflect this rezoning.

Section 4:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

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

ATTACHMENT:
Exhibit A (1 page)

Exhibit A



ARCHITECTURAL SITE PLAN

1/16" = 1'-0"

GENERAL NOTES

A. SEE BUILDING ELEVATIONS FOR EXTERIOR WALL MOUNTED LIGHT FIXTURES.

GRAPHIC SCALE(S)

1/16" = 1'-0" 0 5' 10' 20' 30' 60'

saunders +crouse ARCHITECTS

291 Independence Blvd.
Suite 400
Virginia Beach, VA 23462
M: 757.506.0440

STRUCTURAL:
SPEIGHT, MARSHALL & FRANCIS, PC
2125 McComas Way, Suite 103
Virginia Beach, VA 23456
M: 757.427.1020

CIVIL:
VANASSE HANGEN BRUSTLIN INC
4500 Main Street, Suite 400
Virginia Beach, VA 23462
M: 757.490.0132

MECHANICAL:
ROACH CONSULTING ENGINEERS, PC
201 College Place
Norfolk, VA 23510
M: 757.627.9100

ARB SUBMISSION
NOT FOR
CONSTRUCTION

OLD DOMINION
UNIVERSITY
ART MUSEUM

1075 43rd Street
Norfolk, VA

Revisions:

ARCHITECTURAL
SITE PLAN

Date: Issue Date

Project: 16025.000

A-100

Sheet: of

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10/11/2016 9:35:00 AM C:\Users\lwilson\Documents\ODU Art Museum A2015_lwilson@saunderscrousearchitects.com.rvt

10/25/2016 lds

Form and Correctness Approved: BAP

By _____
Office of the City Attorney

Contents Approved: M.S.

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT ALTERNATIVE SIGNAGE FOR AN ART MUSEUM AT OLD DOMINION UNIVERSITY ON PROPERTIES LOCATED AT 4200 AND 4220 HAMPTON BOULEVARD AND CERTAIN OTHER PROPERTIES ON THE EAST SIDE OF HAMPTON BOULEVARD, ON THE SOUTH SIDE OF 43RD STREET, AND ON THE NORTH SIDE OF A CLOSED PORTION OF WEST 42ND STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted authorizing alternative signage for an art museum at Old Dominion University on properties located at 4200 and 4220 Hampton Boulevard, on the east side of Hampton Boulevard, on the south side of 43rd Street, and on the North Side of a closed portion of West 42nd Street. The property which is the subject of this Special Exception is more fully described as follows:

> Properties fronting 223 feet, more or less, along the eastern line of Hampton Boulevard and 165 feet, more or less, along the southern line of 43rd Street and fronting 165 feet, more or less, along the northern half of a closed portion of West 42nd Street, including the northern half of the closed portion of West 42nd Street; premises including those numbered 4200 and 4220 Hampton Boulevard.

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

(a) In addition to any signage that may be permitted under the regulations set forth in the Zoning Ordinance of the City of Norfolk, 1992, Chapter 16, entitled "Signs," additional banners that comply with all of the following requirements are also permitted on this property:

(1) The maximum number of additional banners does not exceed four (4);

(2) The total square footage of all additional banners does not exceed 1,400; and

(3) All additional banners are located on the north elevation of the building.

(b) This special exception does not regulate the content or message contained on any sign permitted on the property, and any sign may be changed so long as the size, location, and number remain unaltered by the change.

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

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

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

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

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

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

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

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

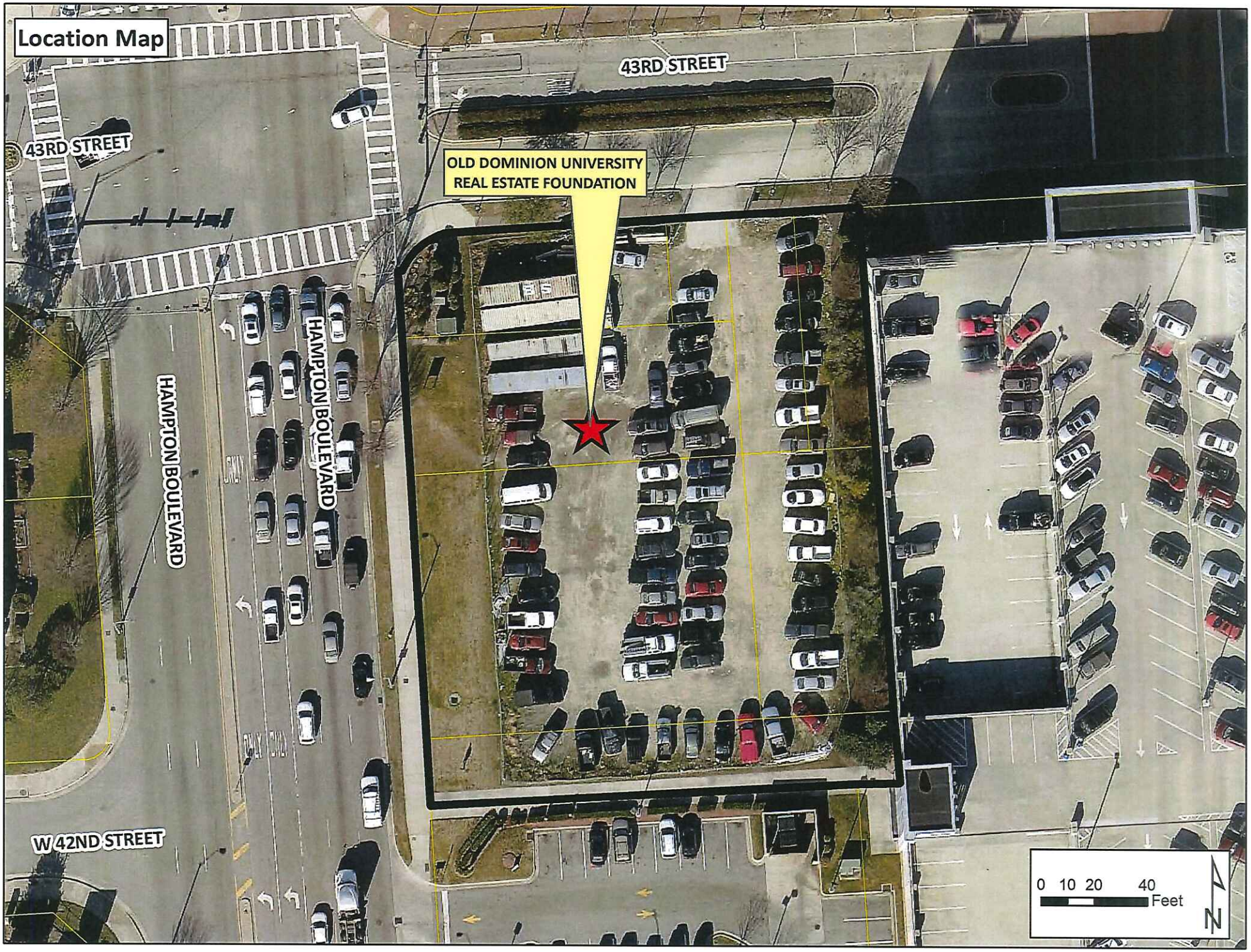
(h) The proposed use and development will not cause substantial air, water, soil or noise pollution or other types of pollution which cannot be mitigated;

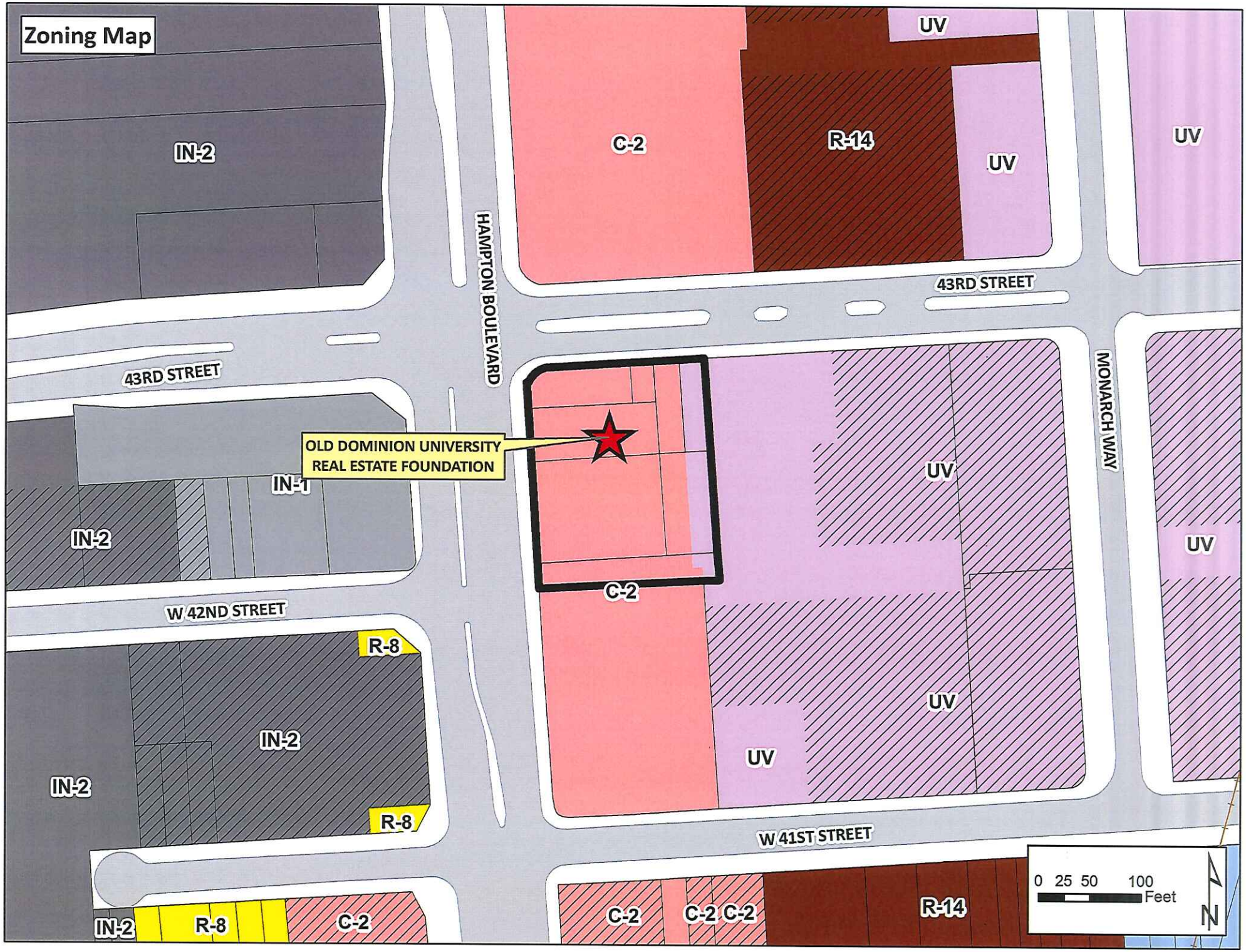
(i) The proposed use and development will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special exception uses of all types on the immediate neighborhood and the effect of the proposed type of special exception use on the city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

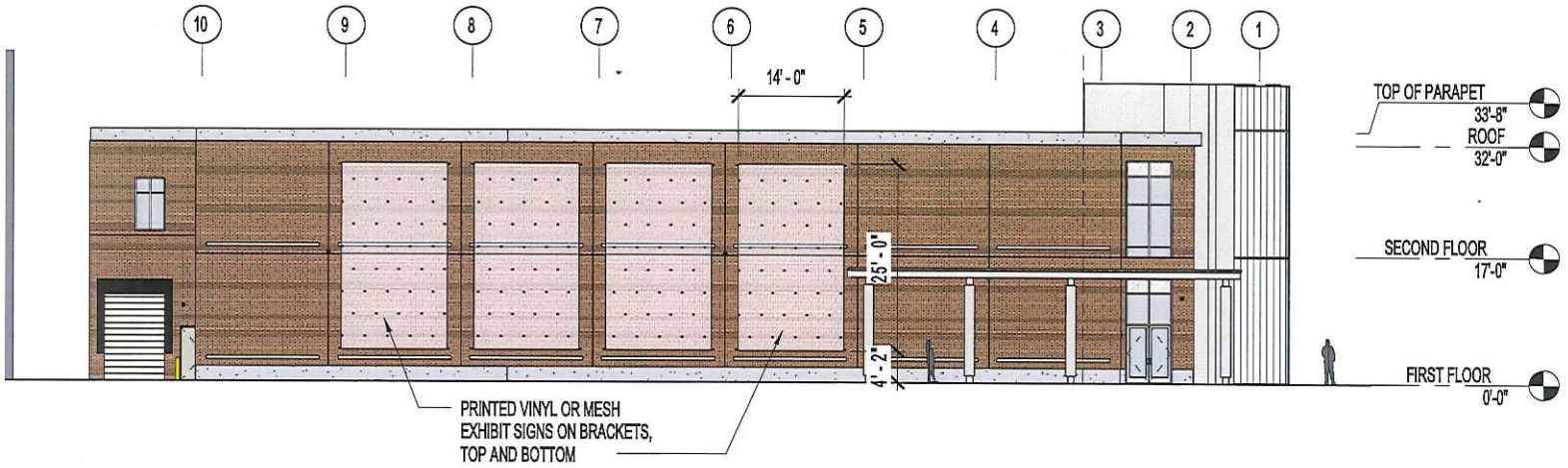
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

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

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


Location Map
43RD STREET
43RD STREET
OLD DOMINION UNIVERSITY
REAL ESTATE FOUNDATION
HAMPTON BOULEVARD
HAMPTON BOULEVARD
ONE WAY
ONE WAY
W 42ND STREET
0 10 20 40
Feet
N


Zoning Map
IN-2
C-2
R-14
UV
UV
UV
HAMPTON BOULEVARD
43RD STREET
43RD STREET
MONARCH WAY
OLD DOMINION UNIVERSITY
REAL ESTATE FOUNDATION
IN-1
IN-2
UV
UV
C-2
W 42ND STREET
R-8
IN-2
IN-2
R-8
UV
UV
W 41ST STREET
IN-2
R-8
C-2
C-2
C-2 C-2
R-14
0 25 50 100
Feet
N



SIGNAGE - NORTH ELEVATION

1/16" = 1'-0"

saunders +crouse ARCHITECTS

BARRY ART MUSEUM AT OLD DOMINION UNIVERSITY
10/5 43rd Street
Norfolk, VA
SIGNAGE ELEVATION

X023

16025.000

10/13/2016

1/16" = 1'-0"

10/13/2016 12:38:00 PM C:\Users\lwilson\Documents\ODU Art Museum A2015_lwilson@saunderscrouseaarchitects.com.rvt

APPLICATION
CONDITIONAL CHANGE OF ZONING

Date of application: 9/9/16

Conditional Change of Zoning

From: _C-2 & UV__ Zoning To: Conditional C-2 Zoning

DESCRIPTION OF PROPERTY

Property location: (Street Number) 4200 (Street Name) Hampton Blvd.
Norfolk, VA 23508

Existing Use of Property: Vacant Land

Current Building Square Footage n/a

Proposed Use Barry Art Museum

Proposed Building Square Footage 24,396

Trade Name of Business (If applicable) _____

APPLICANT

(If applicant is a LLC or a Corp./Inc., include name of official representative and/or all partners)
Old Dominion University Real Estate Foundation

1. Name of applicant: (Last) Saunders (First) Tara (MI) F.

Mailing address of applicant (Street/P.O. Box): 4417 Monarch Way - 4th Floor

(City) Norfolk (State) VA (Zip Code) 23529

Daytime telephone number of applicant (757) 683-3418 Fax (757) 683-5911

E-mail address of applicant: tsaunders@odu.edu

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)

Old Dominion University Real Estate Foundation

3. Name of property owner: (Last) Saunders (First) Tara (MI) F.

Mailing address of property owner (Street/P.O. box): 4417 Monarch Way 4th Floor

(City) Norfolk (State) VA (Zip Code) 23529

Daytime telephone number of owner (757) 683-3418 email: tsaunders@odu.edu

CIVIC LEAGUE INFORMATION

Civic League contact: Highland Park - T. Dale Ryder - 489-4194
Lamberts Point - Thomas Harris - 779-3274

Date(s) contacted: 9/1/16 - Spoke with Thomas Harris. He has no concerns & feels it will improve Hampton Blvd. He will bring it to the attention of his board at their meeting in 3 weeks.

Ward/Super Ward information: _____

9/8/16 - Spoke with Dale Ryder who said Highland Park is is support of the museum development.

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

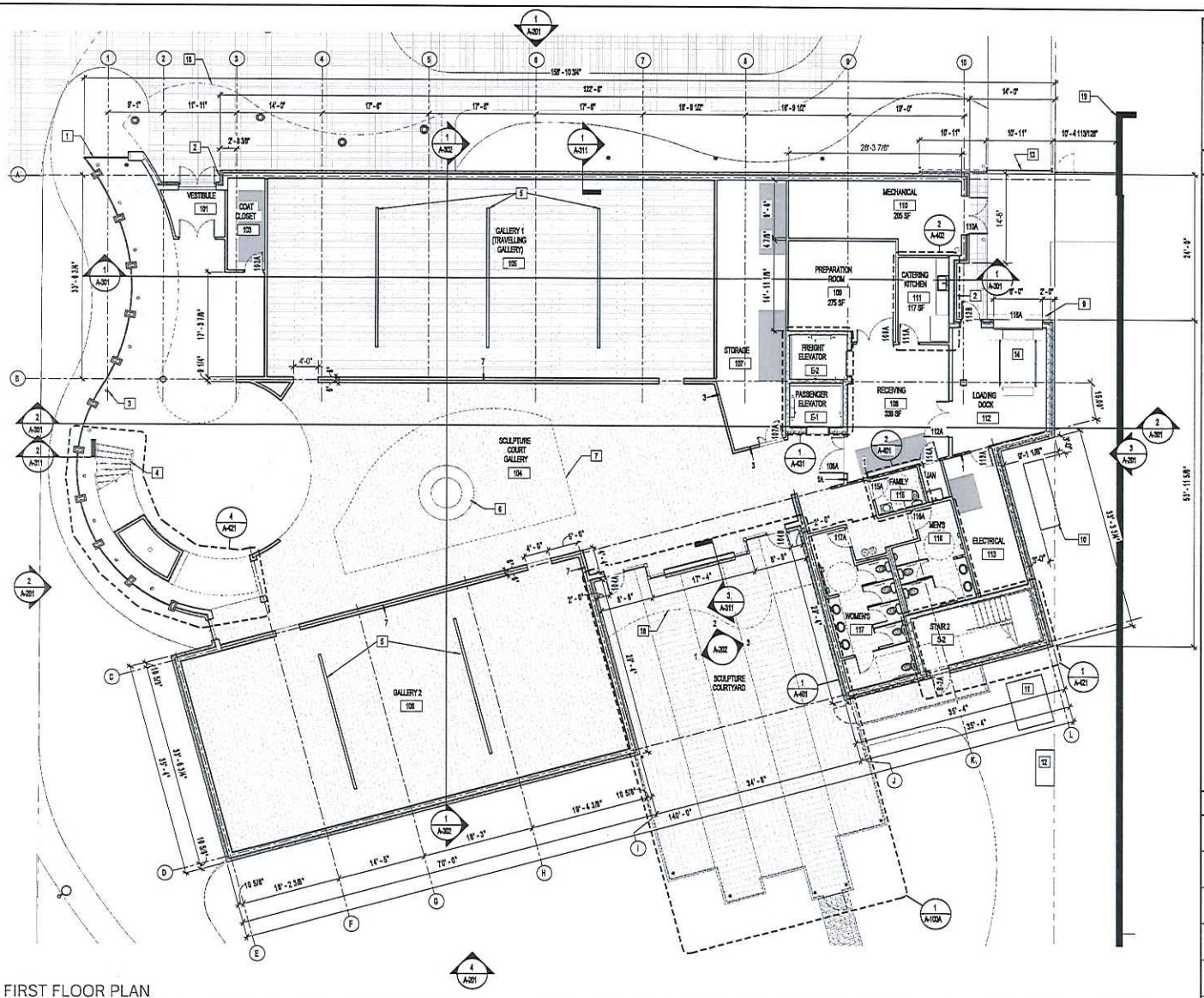
Print name: Tara F. Saunders **Sign:** Tara F. Saunders / 9 / 9 / 16
(Property Owner or Authorized Agent of Signature) (Date)

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

ONLY NEEDED IF APPLICABLE:

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

OLD DOMINION
IDEA FUSION
OLD DOMINION UNIVERSITY
NORFOLK, VA
10/10/2016 1:36:39 PM
saunders
+crouse
ARCHITECTS



FIRST FLOOR PLAN

1/8" = 1'-0"

GENERAL NOTES

FLOOR PLAN KEY NOTES

1	TRANSLUCENT LINEAR CHANNEL GLASS WALL
2	INTERCOM/CALL PANEL
3	RECESSED IN-FLOOR LIGHTING, TYP.
4	MONUMENTAL STAIR, PRECAST TREADS ON STEEL STRINGERS
5	MOVABLE PARTITIONS
6	SCULPTURE/FOUNTAIN
7	LINE OF BALCONY ABOVE
9	DOCK SEAL WITH HEADER CURTAIN, DOCK BUMPER, AND DOCK LOCK
10	MECHANICAL CHILLER
11	TRANSFORMER
12	GENERATOR
13	COMMERCIAL CANTILEVERED SLIDING GATE AND FENCE
14	DOCK LIFT
15	3-FORM KODA XT GLAZED CANOPY ROOF
16	GLASS PANEL AND STEEL GUARDRAIL, TYP.
17	ALUMINUM FRAMED STAINLESS STEEL CABLE RAILING SYSTEM
18	
19	EXTERIOR WALL OF EXISTING PARKING GARAGE

FLOOR FINISH LEGEND

	WOOD BOARD
	TERRAZZO
	CARPET TILE - 24x24
	LUXURY VINYL TILE
	CERAMIC TILE - 12x24
	SEALED CONCRETE

GRAPHIC SCALE(S)

1/8" = 1'-0"

saunders +crouse ARCHITECTS
291 Independence Blvd.
Suite 400
Virginia Beach, VA 23462
M: 757.506.0440

STRUCTURAL:
SPEIGHT, MARSHALL & FRANCIS, PC
2125 McComas Way, Suite 103
Virginia Beach, VA 23456
M: 757.427.1020

CIVIL:
VANASSE HANGEN BRUSTLIN INC
4500 Main Street, Suite 400
Virginia Beach, VA 23462
M: 757.490.0132

MECHANICAL:
ROACH CONSULTING ENGINEERS, PC
201 College Place
Norfolk, VA 23510
M: 757.627.9100

ARB SUBMISSION
NOT FOR
CONSTRUCTION

OLD DOMINION
UNIVERSITY
ART MUSEUM

1075 43rd Street
Norfolk, VA

Revisions:

FIRST FLOOR
PLAN

Date: Issue Date

Project: 16025.000

A-101

Sheet: of

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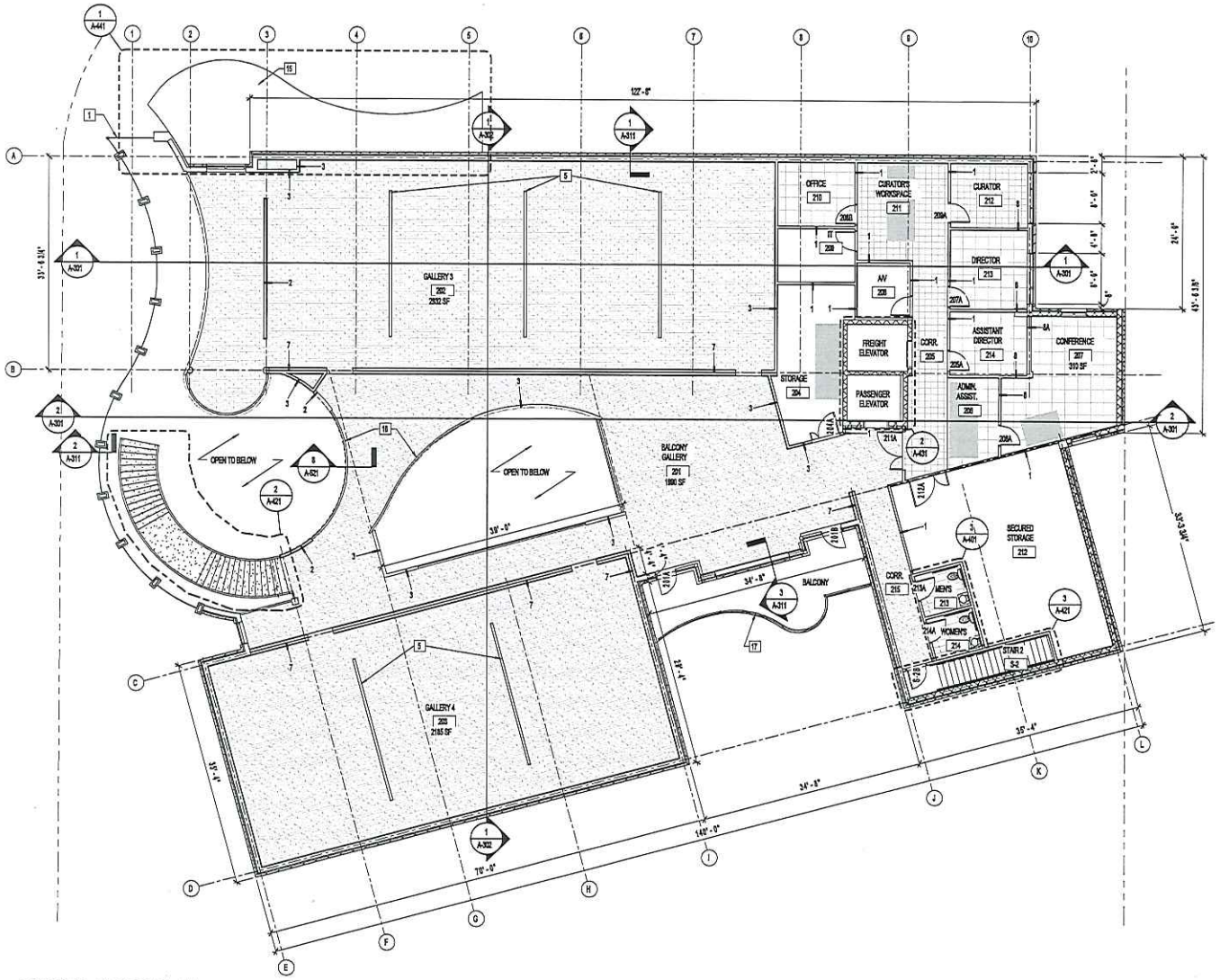

SECOND FLOOR PLAN

3/8" = 1'-0"

GENERAL NOTES

A. REFER TO SHEET A-101 FOR FLOOR PLAN KEY NOTES AND FLOOR FINISH LEGEND.

GRAPHIC SCALE(S)

1/8" = 1'-0"

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STRUCTURAL:
SPEIGHT, MARSHALL & FRANCIS, PC
2125 McComas Way, Suite 103
Virginia Beach, VA 23456
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M: 757.490.0132

MECHANICAL:
ROACH CONSULTING ENGINEERS, PC
201 College Place
Norfolk, VA 23510
M: 757.627.9100

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CONSTRUCTION

OLD DOMINION
UNIVERSITY
ART MUSEUM

1075 43rd Street
Norfolk, VA

Revisions:

SECOND FLOOR
PLAN

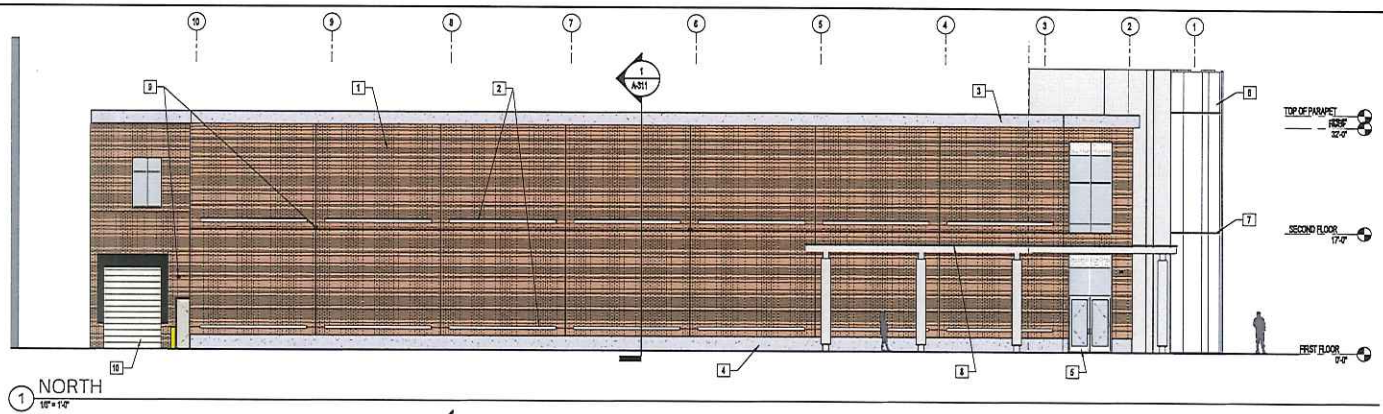
Date: Issue Date

Project: 16025.000

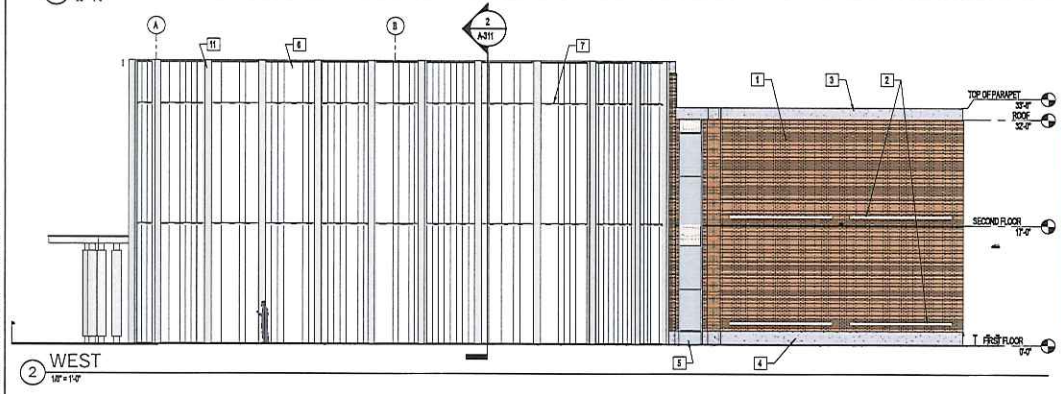
A-102

Sheet: of

10/11/2016 9:35:20 AM C:\Users\lwilson\Documents\ODU Art Museum A2015_lwilson@saundersc rousearchitects.com.rvt

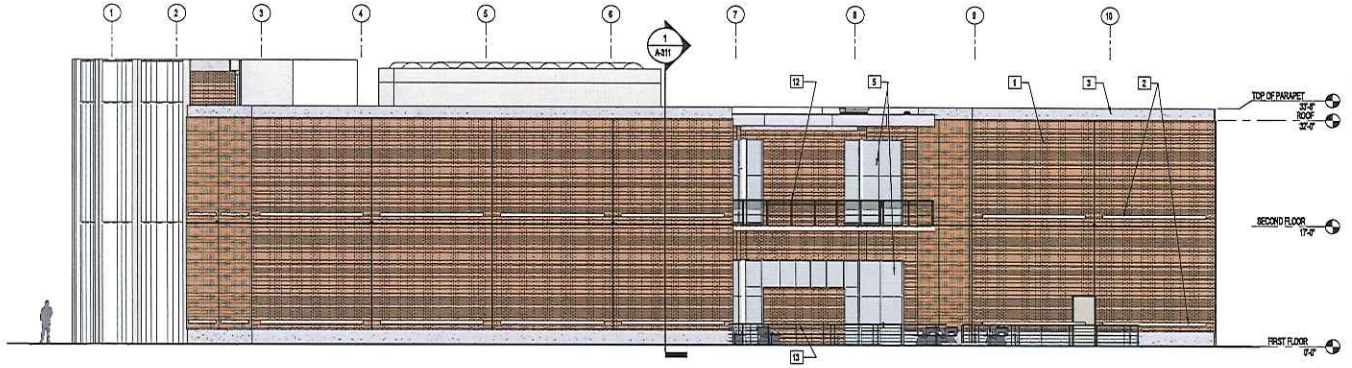


1 NORTH
1/8" = 1'-0"



2 WEST
1/8" = 1'-0"

3 EAST
1/8" = 1'-0"



4 SOUTH
1/8" = 1'-0"

GENERAL NOTES

ELEVATION KEY NOTES

1	STACK BOND BRICK VENEER, COLOR #1, BANDING, COLOR #2
2	ARCHITECTURAL PRECAST VENEER BAND
3	ARCHITECTURAL PRECAST COPING BAND
4	ARCHITECTURAL PRECAST VENEER STONE BASE
5	ALUMINUM CURTAIN WALL SYSTEM
6	STRUCTURAL CAST CHANNEL GLASS
7	ALUMINUM CHANNEL GLASS FRAME
8	3-FORM KODA XT GLAZED CANOPY WITH PAINTED STEEL FRAME
9	WALL MOUNTED LED LIGHT FIXTURE, COOPER EON LUMINAIRE, TYP.
10	ROLL-UP DOCK DOOR
11	PRECAST CONCRETE COLUMN SURROUND
12	ALUMINUM GUARDRAIL
13	DECORATIVE PRE-FINISHED STEEL FENCE

GRAPHIC SCALE(S)

1/8" = 1'-0"

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M: 757.506.0440

STRUCTURAL:
SPEIGHT, MARSHALL & FRANCIS, PC
2125 McComas Way, Suite 103
Virginia Beach, VA 23456
M: 757.427.1020

CIVIL:
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4500 Main Street, Suite 400
Virginia Beach, VA 23462
M: 757.490.0132

MECHANICAL:
ROACH CONSULTING ENGINEERS, PC
201 College Place
Norfolk, VA 23510
M: 757.627.9100

ARB SUBMISSION
NOT FOR
CONSTRUCTION

OLD DOMINION
UNIVERSITY
ART MUSEUM

1075 43rd Street
Norfolk, VA

Revisions:

BUILDING
ELEVATIONS

Date: Issue Date
Project: 16025.000

A-201

Sheet: of

10/11/2016 9:35:45 AM C:\Users\lwilson\Documents\ODU Art Museum A2015_lwilson@saunderscrousearchitects.com.rvt

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Alternative Signage

Date of application:

DESCRIPTION OF PROPERTY

Property location: (Street Number) 4200 (Street Name) Hampton Blvd.

Existing Use of Property None

Current Building Square Footage 0

Proposed Use

Barry Art Museum

Proposed Square Footage 24,396

Proposed Hours of Operation: N/A

Weekday	From		To	
Friday	From		To	
Saturday	From		To	
Sunday	From		To	

Trade Name of Business (If applicable) N/A

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

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

Old Dominion University Real Estate Foundation

1. Name of applicant: (Last) Saunders (First) Tara (MI) F.

Mailing address of applicant (Street/P.O. Box): 4417 Monarch Way, 4th Floor

(City) Norfolk (State) Va (Zip Code) 23529

Daytime telephone number of applicant (757) 683-3418 Fax (757) 683-5911

E-mail address of applicant: tsaunders@odu.edu

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)

Old Dominion University Real Estate Foundation

3. Name of property owner: (Last) Saunders (First) Tara (MI) F.

Mailing address of property owner (Street/P.O. box): 4417 Monarch Way, 4th Floor

(City) Norfolk (State) Va. (Zip Code) 23529

Daytime telephone number of owner (757) 683-3418 email: tsaunders@odu.edu

CIVIC LEAGUE INFORMATION

Civic League contact: Highland Park - Dale Ryder / Lambert's Point - Thomas Harris

Date(s) contacted: 9/8/16 / 9/1/16

Ward/Super Ward information:

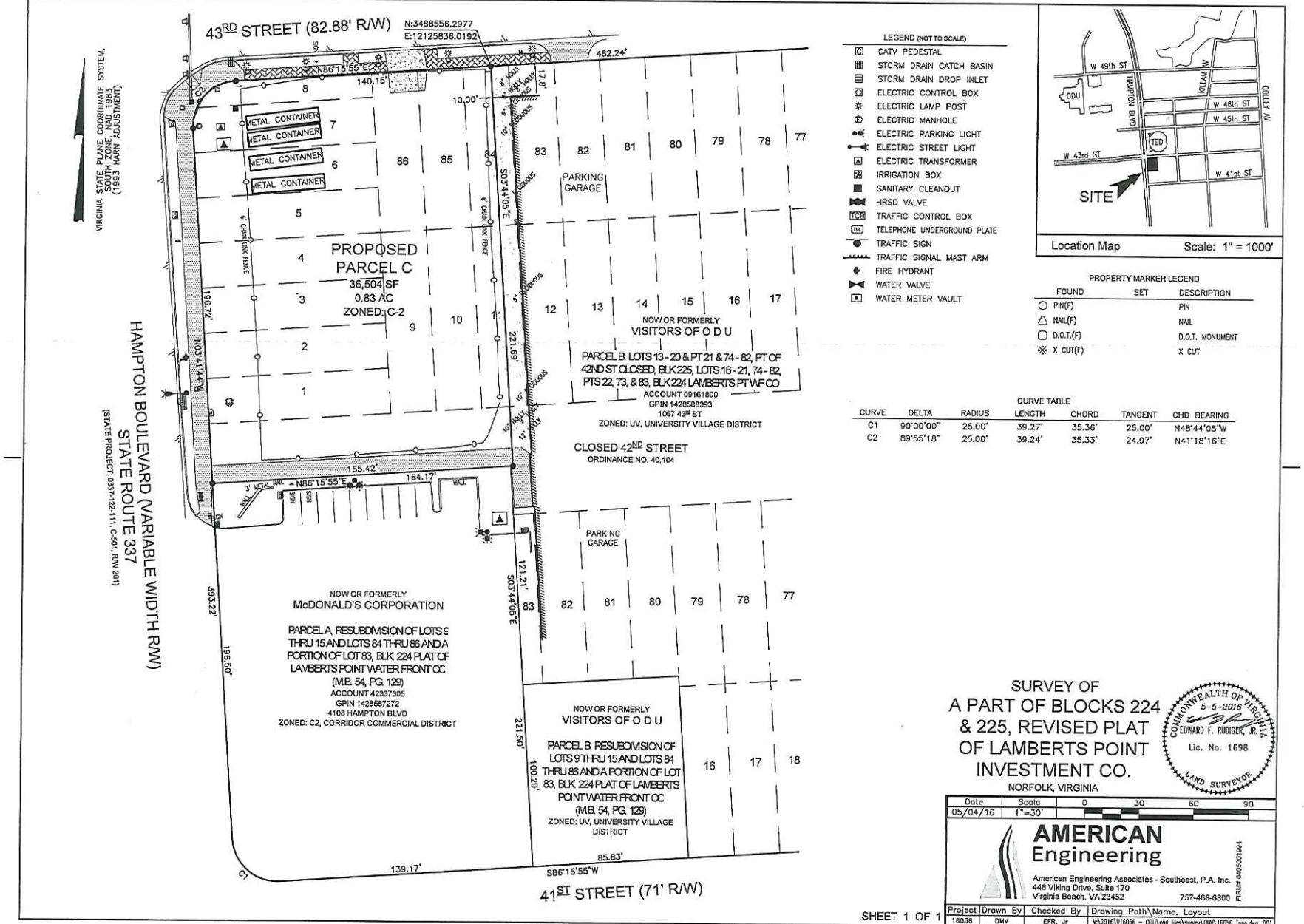
CERTIFICATION:
I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: Tara F. Saunders **Sign:** Tara F. Saunders /_____
(Property Owner or Authorized Agent of Signature) (Date)

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

ONLY NEEDED IF APPLICABLE:

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



PROPERTY MARKER LEGEND

FOUND	SET	DESCRIPTION
○ PIN(F)		PIN
△ NAIL(F)		NAIL
□ D.O.T.(F)		D.O.T. MONUMENT
※ X CUT(F)		X CUT

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	TANGENT	CHD BEARING
C1	90°00'00"	25.00'	39.27'	35.36'	25.00'	N48°44'05"W
C2	89°55'18"	25.00'	39.24'	35.33'	24.97'	N41°18'16"E

SURVEY OF
A PART OF BLOCKS 224 & 225, REVISED PLAT OF LAMBERTS POINT INVESTMENT CO.
NORFOLK, VIRGINIA

COMMONWEALTH OF VIRGINIA
5-5-2016
EDWARD F. RUDIGER, JR.
Lic. No. 1698
LAND SURVEYOR

Date	Scale	0	30	60	90
05/04/16	1"=30'				

AMERICAN Engineering
American Engineering Associates - Southeast, P.A. Inc.
448 Viking Drive, Suite 170
Virginia Beach, VA 23452
757-468-6800
FIRM# 0405001994

Project	Drawn By	Checked By	Drawing Path\Name, Layout
16056	DMV	EFR, Jr	K:\2016\16056 - ODU\cad files\survey\DMV\16056 Topo.dwg, 001

SHEET 1 OF 1

ODU Real Estate Foundation - Notification sent to all Property Owners within 300 feet

Property Owner	Property Address	Mailing Address		
City Of Norfolk	1212 W 42nd St	810 Union St Rm 900	Norfolk	VA
Old Dominion University Real Estate Foundation	S S 43rd St	4417 Monarch Way	Norfolk	VA
Old Dominion University Real Estate Foundation	S S 43rd St	4417 Monarch Way	Norfolk	VA
The Visitors Of Old Dominion University	S S 43rd St	4417 Monarch Way	Norfolk	VA
Old Dominion University Real Estate Foundation	4220 Hampton Blvd	4417 Monarch Way	Norfolk	VA
Old Dominion University Real Estate Foundation	4200 Hampton Blvd	4417 Monarch Way	Norfolk	VA
City Of Norfolk	N S W 42nd St	810 Union St Rm 900	Norfolk	VA
Old Dominion University Real Estate Foundation	E S Hampton Blvd	4417 Monarch Way	Norfolk	VA
Comm Of Va	1211 43rd St	P O Box 1070	Suffolk	VA
Visitors Of Old Dominion University	4111 Hampton Blvd	5119 Hampton Blvd	Norfolk	VA
Old Dominion University	N S 43rd St	5201 Hampton Blvd	Norfolk	VA
Old Dominion University	W S Hampton Blvd	5201 Hampton Blvd	Norfolk	VA
City Of Norfolk	1222 W 42nd St	810 Union St Rm 900	Norfolk	VA
Visitors Of O D U	1231 44th St	5201 Hampton Blvd	Norfolk	VA
Mcdonald's Corporation	4108 Hampton Blvd	6903 Rockledge Dr Ste 1100	Bethesda	MD
Visitors Of O D U	4320 Hampton Blvd	5201 Hampton Blvd	Norfolk	VA
City Of Norfolk	S S 43rd St	810 Union St Rm 900	Norfolk	VA
Odu Real Estate Foundation	4211 Monarch Way	4417 Monarch Way	Norfolk	VA
Odu Real Estate Foundation	4111 Monarch Way	4417 Monarch Way	Norfolk	VA
Visitors Of O D U	N S W 42nd St	5201 Hampton Blvd	Norfolk	VA
Visitors Of O D U	1067 43rd St	5201 Hampton Blvd	Norfolk	VA

McDonald, Colette

From:	McDonald, Colette
Sent:	Thursday, September 15, 2016 11:40 AM
To:	'lambertspointe.civicleague@hotmail.com'; 'ryderd@verizon.net'; 'highlandpark_cl@yahoo.com'
Cc:	Whibley, Terry; Williams, Angelia M.; Wilson, Denise; Simons, Matthew
Subject:	New Planning Commission Application - Old Dominion University Real Estate Foundation
Attachments:	Application.pdf

Mr. Harris and Mr. Ryder,

Attached please find an application from **OLD DOMINION UNIVERSITY REAL ESTATE FOUNDATION,** for the following applications:

a. To amend the *Zoning Ordinance,* section 10-9.12(b)(4), "Yard Requirements/Setbacks," within the University Village (UV) Special Purpose Zoning District, in order to reduce the minimum setback requirement along Hampton Boulevard from 30 feet to 5 feet.
b. For a conditional change of zoning:
    i. Rezoning from C-2 (Corridor Commercial) to conditional UV (University Village) district on portions of properties fronting 222 feet, more or less, along the eastern line of Hampton Boulevard and 155 feet, more or less, along the southern line of 43rd Street; premises now or formally numbered 4200-4220 Hampton Boulevard, ES Hampton Boulevard, SS 43rd Street, and NS W. 42nd Street (closed).
    ii. Rezoning from UV to conditional UV district on portions of properties fronting 10 feet, more or less, along the southern line of 43rd Street, beginning 155 feet, more or less, from the eastern line of Hampton Boulevard and extending eastwardly; property also fronts 10 feet, more or less, along the closed portion of W. 42nd Street, beginning 155 feet, more or less, from the eastern line of Hampton Boulevard and extending eastwardly; premises now or formally numbered SS 43rd Street, and NS W. 42nd Street (closed).

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

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **Rezoning from R-8 (Single Family) district to C-2 (Corridor Commercial) district at 7918 Orchid Avenue and a Special Exception to operate a commercial drive-through – 720 E. Little Creek Road and 7918 Orchid Avenue – Cook Out Restaurant**

Reviewed: _____ **Ward/Superward: 5/6**
Wynter C. Benda, Deputy City Manager

Approved: _____ **Item Number: PH-6**
Marcus D. Jones, City Manager

I. **Staff Recommendation: Approval.**

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

III. **Request:** Rezoning from R-8 (Single Family) district to C-2 (Corridor Commercial) district and a Special Exception to operate a commercial drive-through

IV. **Applicant: Cook Out Restaurant**

V. **Description:**
- The site is located on the northeast corner of E. Little Creek Road and Orchid Avenue, at the southern edge of the Crossroads neighborhood.
- The proposal is to demolish the vacant warehouse building and the single-family home directly to the north and then redevelop the entire site with a new take-out restaurant with a double drive-through.

VI. **Historic Resources Impacts.**
- The site is not located within a federal, state, or local historic district.
  - The structure on the site is at least 50 years old, the site could potentially meet the criteria for designation as a federal, state or local historic resource under the Department of Historic Resources guidelines.

VII. **Public Schools Impacts**
- The site is located in the Crossroads Elementary School, Norview Middle School, and Norview High School Districts.

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

Attachments:
- Proponents and Opponents
- Staff Report to CPC dated October 27, 2016 with attachments
- Ordinances

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 Number:** C-4	
Addresses	**7918 Orchid Avenue – Rezoning** **7918 Orchid Avenue and 720 E. Little Creek Road – Special Exception**	
Applicant	**Cook Out Restaurant**	
Requests	**Rezoning**	**From R-8 (Single-Family) to C-2 (Corridor Commercial)**
	Special Exception	**Commercial drive-through**
Property Owners	Harold A. and Ellen F. Forshaw and Edward Legum Furn. Co. Hampton, Inc.	
Site Characteristics	Site Area/Building Area	29,109 sq. ft./1,400 sq. ft.
	Future Land Use Map	Single-Family Traditional and Commercial
	Zoning	7918 Orchid Avenue – R-8 720 E. Little Creek Road – C-2
	Neighborhood	Crossroads
	Character District	Suburban
Surrounding Area	North	R-8: Single-family homes
	East	C-2: Arby's restaurant and Evelyn Ott School of Dance
	South	C-2: Vacant building
	West	C-2 and conditional R-12 (Medium Density Multi-Family): King's Seafood, offices, etc., Rosedale Apartments

A. Summary of Request

- The site is located on the northeast corner of E. Little Creek Road and Orchid Avenue, at the southern edge of the Crossroads neighborhood.
- The proposal is to demolish the vacant warehouse building and the single-family home directly to the north and then redevelop the entire site with a new take-out restaurant with a double drive-through.
- This application was continued from the September Planning Commission public hearing to the October hearing to allow the applicant time to provide more detailed traffic data concerning the projected peak levels of service.

B. Plan Consistency

7918 Orchid Avenue – Change of Zoning and Special Exception

- *plaNorfolk2030* identifies this site as Single-Family Traditional, meaning the proposals are inconsistent with *plaNorfolk2030* for this rear-portion of the site.
  - However, since this rear-portion of the site is located on the edge between a commercial corridor and a single-family neighborhood to the north and since the property to the east already extends north as far as the proposed rezoning would, the proposals can be recommended despite the inconsistency.

720 E. Little Creek Road – Special Exception

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

C. Zoning Analysis

i. General

- The site is surrounded by a mix of commercial and residential uses.
- The site consists of two parcels, the front parcel being zoned commercially and the rear parcel being zoned residentially, which is developed with a single-family home.
- If the rezoning at 7918 Orchid Avenue is approved, the site will be located entirely within the C-2 (Corridor Commercial) district, which permits the proposed double drive-through by special exception.
- The conceptual site plan submitted by the applicant and the attached conditions ensure compliance with the adopted general plan, as well as all *Zoning Ordinance* requirements for a commercial drive-through.
- The proposed extension of the commercial zoning will match the C-2 zoning of the adjacent parcels to the east.
- The proposed site layout will accommodate a double drive-through design.
  - Vehicles will enter the double drive-through by initially stacking in one single-file lane towards the north end of the site, with the stacked vehicles splitting into two separate order lanes which approach two pick-up windows on opposing east/west sides towards the front of the building.

- The proposed space for vehicle stacking meets *Zoning Ordinance* requirements to sufficiently accommodate the minimum number of stacking spaces for a double drive-through.

ii. Parking

- For an eating establishment of this size located within the Suburban Character District, the *Zoning Ordinance* requires that the 1,400 square foot establishment provide a minimum of 9 parking spaces and sufficient room to accommodate two bicycles.
  - The applicant proposes to provide 16 parking spaces and a bike rack to accommodate at least two bicycles.
  - The proposed number of parking spaces, based on the proposed square footage of the building, exceeds the parking maximum for commercial uses established in the *Zoning Ordinance*.
- As part of Site Plan approval, the applicant will have the choice to either reduce the number of parking spaces provided, or to provide additional landscaping and stormwater improvements to offset the additional impervious parking proposed on the site.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers (ITE) figures estimate that this restaurant with drive-through will generate 607 new vehicle trips per day.
- Based upon ITE data, the existing single family home and furniture store on this site would be expected to generate 88 weekday trips while the proposed fast food restaurant with drive-through would be expected to generate 695 trips on weekdays.
- Neither Tidewater Drive nor E. Little Creek Road adjacent to the site are identified as severely congested corridors in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit services with Hampton Roads Transit bus routes 5 (Willoughby), 8 (Tidewater) and 21 (Little Creek) operating near the site.
- Neither Tidewater Drive nor E. Little Creek Road adjacent to the site are identified priority corridors in the City of Norfolk Bicycle and Pedestrian Strategic Plan.
- In response to discussion at the September City Planning Commission meeting, Staff has further reviewed the traffic patterns in the area and how development of this site in the manner proposed would impact those patterns.
- Left turns out of Orchid Avenue onto E. Little Creek Road are technically possible as the existing median does not extend across the intersection. However, during peak hours of the day doing so would be difficult.
- The option many drivers, especially those familiar with the area, would chose in order to access the eastbound lanes of E. Little Creek Road is to travel north on Orchid Avenue, east on Bancker Road adjacent to Crossroads Elementary School, then south on Old Ocean

View Road to the signalized intersection with E. Little Creek Road where a protected left turn cycle is provided.
    - This is the option many residents may likely choose and would be an available path for any redevelopment of the subject property.
    - However, the left turn movement from eastbound E. Little Creek Road onto Orchid Avenue is also challenging since the intersection is heavily influenced by the signalized intersection of Tidewater Drive/E. Little Creek Road.
        - Traffic queues that are waiting for the light frequently extend past Orchid Avenue.
- Studies have consistently shown that a very large percentage of patrons of drive-through only facilities stop in on their way to or from someplace else; the same studies show that a high percentage of these pass-by trips are "in-line" trips in which the same travel direction is maintained.
- Given the prevalence of in-line pass-by trips for this type of use combined with the difficulty of accessing the site from the west, Staff is of the opinion that the most prevalent trip for the proposed use will be a right-in/right-out trip, which will not detour along Bancker and Old Ocean View Road.
- Other potential retail uses of the site could have more of a destination-type of traffic pattern and while raw traffic counts might be lower, the traffic impact on the residences along Orchid Avenue might be greater.
- It is also worth noting that patrons of the existing Arby's and Burger King restaurants at the intersection of Harold Street/E. Little Creek Road have no option to access eastbound E. Little Creek Road except by detouring to Old Ocean View Road as described above; thus the pattern is well established.

E. Historic Resource Analysis

- The site is not located within a federal, state, or local historic district.
    - The structure on the site is at least 50 years old, the site could potentially meet the criteria for designation as a federal, state or local historic resource under the Department of Historic Resources guidelines.

F. Public Schools Impacts

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

G. Environmental Impacts

- The construction of an eating establishment with a double drive-through lane should not adversely impact the surrounding uses.
- The proposed redevelopment will undergo the Site Plan Review process, which will require all site development to adhere to the regulations of the *Zoning Ordinance*, including landscaping and buffering, vehicular circulation, and stormwater improvements.

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

By requiring this use to conform to the conditions listed below, granting the special exception should not have a negative effect on the surrounding area.

J. Payment of Taxes

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

K. Civic League

- Notice was sent to the Crossroads and Oakdale Farms/Denby Park/Cottage Row Park Civic Leagues on August 10.
- Letters of support were received from the Crossroads and Oakdale Farms/Denby Park/Cottage Row Park Civic Leagues.

L. Communication Outreach/Notification

- Legal notice was posted on the property on August 16.
- Letters were mailed to all property owners within 300 feet of the property on September 8.
- Legal notification was placed in *The Virginian-Pilot* on September 8 and September 15.

M. Recommendation

Staff recommends **approval** of both the rezoning and the special exception requests subject to all of the following special exception conditions:

(a) The site shall be generally designed in accordance with the conceptual site plan prepared by Commercial Site Design, dated August 5, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(b) No direct driveway access shall be permitted along the East Little Creek Road street frontage.

(c) Landscaping shall be installed and maintained at the base of any freestanding sign in accordance with the provisions of section 16-6 of the *Zoning Ordinance of the City of Norfolk*, 1992 (as amended).

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

(e) The use of temporary signs shall comply with Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended). The use of feather flags, pennants, and streamers is prohibited.

(f) No smoking shall be permitted anywhere in the outdoor dining area and signage stating the prohibition shall be conspicuously posted.

(g) All bollards on the site shall be painted and maintained free of visible corrosion.

(h) On-site lighting shall be directed and shielded so as not to cast glare onto any adjacent residential properties.

(i) Dumpsters shall be gated and not visible from any public right-of-way, and will be screened with masonry walls that complement the proposed building.

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

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

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

Attachments
Location map
Future land use map
Zoning map
Applications
Site plan
Building elevations
Notification list of all property owners within 300 feet of the site
Notice to the Crossroads and Oakdale Farms/Denby Park/Cottage Row Park Civic Leagues
Letters of support – Crossroads and Oakdale Farms/Denby Park/Cottage Row Park Civic Leagues

Proponents and Opponents

Proponents

Warren Tisdale – Representative, legal counsel
440 Monticello Avenue, Suite 2200
Norfolk, VA 23510

Joe Wallace – Representative, transportation consultant
John Davenport Engineering
16003 Continental Boulevard
South Chesterfield, VA 23834

Chris Clayton – Representative, civil engineer
8312 Creedmoor Road
Raleigh, NC 27613

Henry E. Brown
8051 Chesapeake Boulevard
Norfolk, VA 23518

Marlene Brown
8051 Chesapeake Boulevard
Norfolk, VA 23518

Janet Silsbee
3500 Tidewater Drive, Apt 35
Norfolk, VA 23518

Candice S. Savannah
8224 Kathy Court, Apt 1
Norfolk, VA 23518

Opponents

Brian Meyer
7946 Orchid Avenue
Norfolk, VA 23518

Aaron Smalley
7915 Orchid Avenue
Norfolk, VA 23518

P.A. Smith
529 Fishermans Road
Norfolk, VA 23503

10/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: M.S.

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 7918 ORCHID AVENUE FROM R-8 (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO C-2 (CORRIDOR COMMERCIAL) DISTRICT.

- - -

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

Section 1:- That the property located at 7918 Orchid Avenue is hereby rezoned from R-8 (Single-family Residential) to C-2 (Corridor Commercial) District. The property which is the subject of this rezoning is more fully described as follows:

Property fronts 100 feet, more or less, along the eastern line of Orchid Avenue beginning 170 feet, more or less, from the northern line of East Little Creek Road and extending northwardly.

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

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

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

09/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF A COMMERCIAL DRIVE-THROUGH FOR "COOK OUT" ON PROPERTIES LOCATED AT 720 EAST LITTLE CREEK ROAD AND 7918 ORCHID AVENUE.

- - -

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

Section 1:- That a Special Exception is hereby granted authorizing the operation of a Commercial Drive-Through for "Cook Out" on properties located at 720 East Little Creek Road and 7918 Orchid Avenue. The properties which are the subject of this Special Exception are more fully described as follows:

Properties front 270 feet, more or less, along the eastern line of Orchid Avenue and 113 feet, more or less, along the northern line of East Little Creek Road; premises numbered 720 East Little Creek Road and 7918 Orchid Avenue.

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

(a) The site shall be developed in accordance with the conceptual site plan prepared by Commercial Site Design, dated August 5, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(b) No direct driveway access shall be permitted along the East Little Creek Road street frontage.

(c) Landscaping shall be installed and maintained at the base of any freestanding sign in accordance with the provisions of section 16-6 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

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

(e) The use of temporary signs shall comply with Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended). Any use of feather flags, pennants, or streamers is prohibited.

(f) No smoking shall be permitted anywhere in the outdoor dining area and signage stating the prohibition shall be conspicuously posted.

(g) All bollards on the site shall be painted and maintained free of visible corrosion.

(h) On-site lighting shall be directed and shielded so as not to cast glare onto any adjacent residential properties.

(i) Dumpsters shall be gated and not visible from any public right-of-way, and shall be screened with masonry walls that complement the proposed building.

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

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

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

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

(a) The proposed use and development will be in harmony

with the objectives and policies of the adopted General Plan of Norfolk and with the general and specific purposes for which this ordinance was enacted and for which the regulations of the district in question were established;

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

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

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

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

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

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

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

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

of the proposed type of special exception use on the city as a whole;

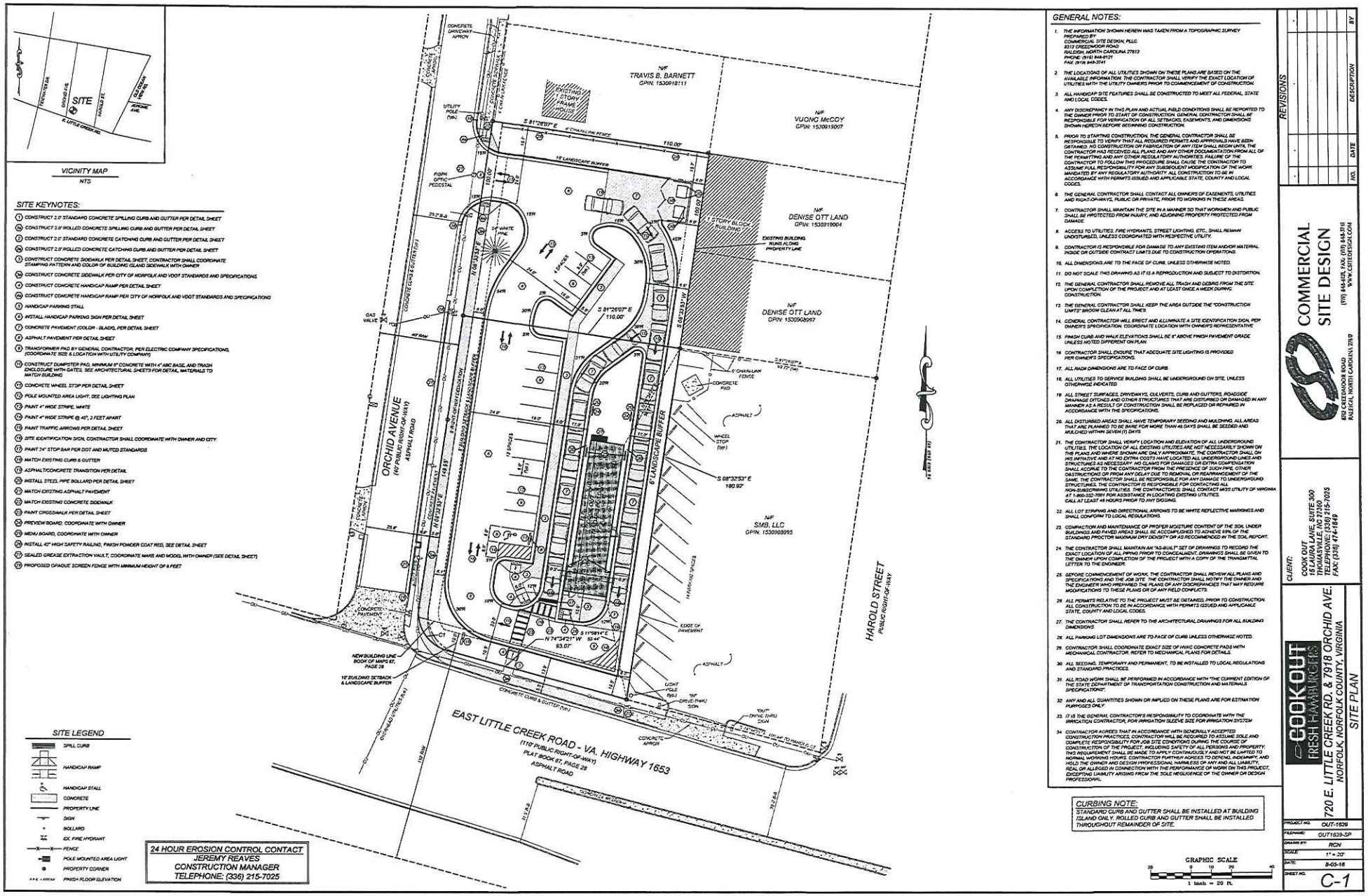
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

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

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

ATTACHMENT:
Exhibit A (1 page)

Exhibit A



NO.	DATE	DESCRIPTION	BY
		REVISIONS	

COMMERCIAL SITE DESIGN
8312 CREEDMOOR ROAD RALEIGH, NORTH CAROLINA 27613
(919) 848-8121, FAX: (919) 848-3241
WWW.CSITEDESIGN.COM

CLIENT:
COOK OUT
15 LAURA LANE, SUITE 300
THOMASVILLE, NC 27360
TELEPHONE: (336) 215-7025
FAX: (336) 474-1849

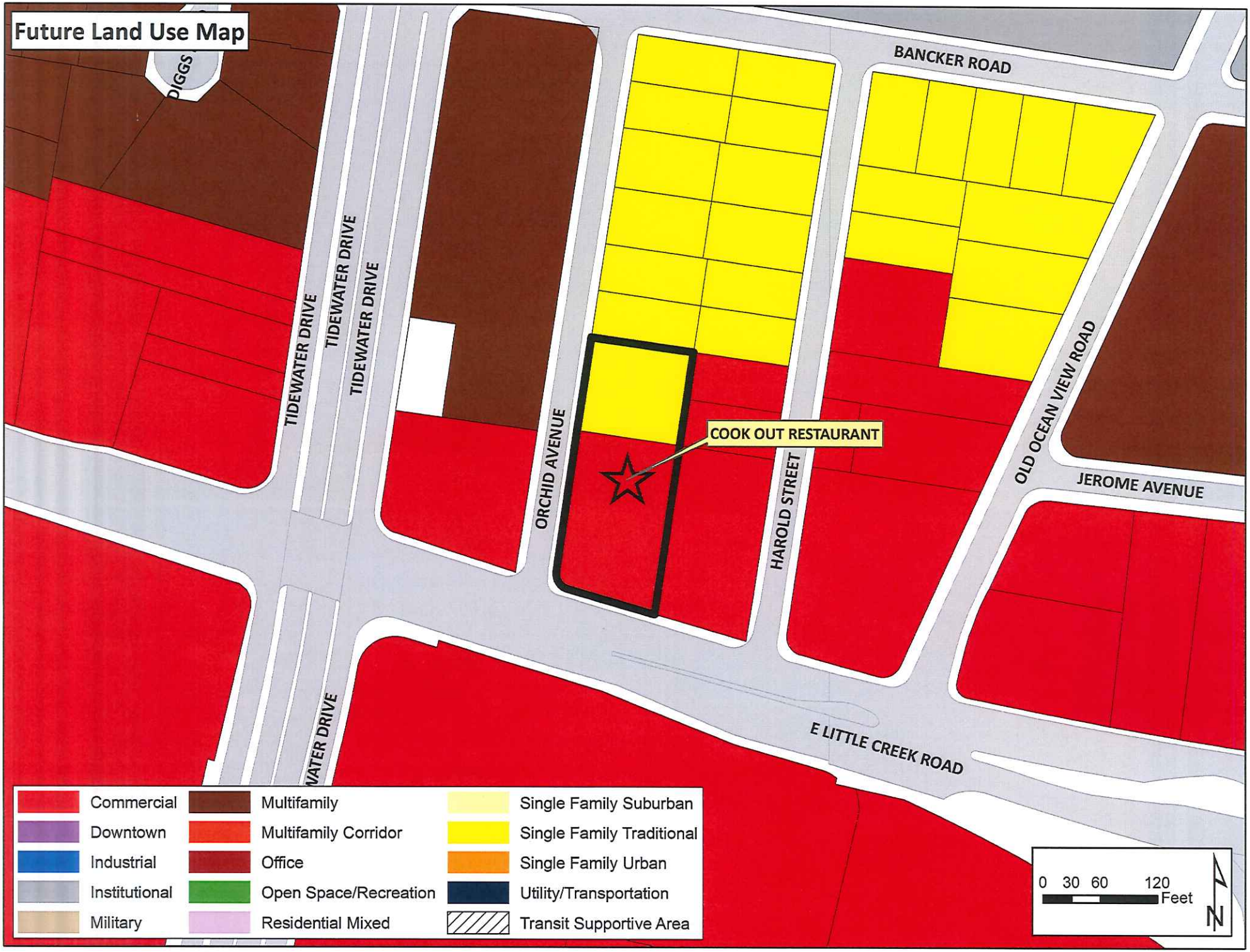
COOKOUT
FRESH HAMBURGERS

720 E. LITTLE CREEK RD. & 7918 ORCHID AVE.
NORFOLK, NORFOLK COUNTY, VIRGINIA
SITE PLAN

PROJECT NO.	OUT-1639
FILENAME:	OUT1639-SP
DRAWN BY:	RCN
SCALE:	1" = 20'
DATE:	8-05-16
SHEET NO.	C-1

X:\OUT - Cookout\1639 - Norfolk, VA\CAD\OUT1639-SP.dwg 8/5/2016 2:45:13 PM EDT

Location Map
TIDEWATER DRIVE
TIDEWATER DRIVE
ORCHID AVENUE
COOK OUT RESTAURANT
HAROLD STREET
E LITTLE CREEK ROAD
0 12.5 25 50
Feet
N


Future Land Use Map
DIGGS
TIDEWATER DRIVE
TIDEWATER DRIVE
TIDEWATER DRIVE
ORCHID AVENUE
HAROLD STREET
BANCKER ROAD
OLD OCEAN VIEW ROAD
JEROME AVENUE
E LITTLE CREEK ROAD
COOK OUT RESTAURANT
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
Transit Supportive Area
0 30 60 120
Feet
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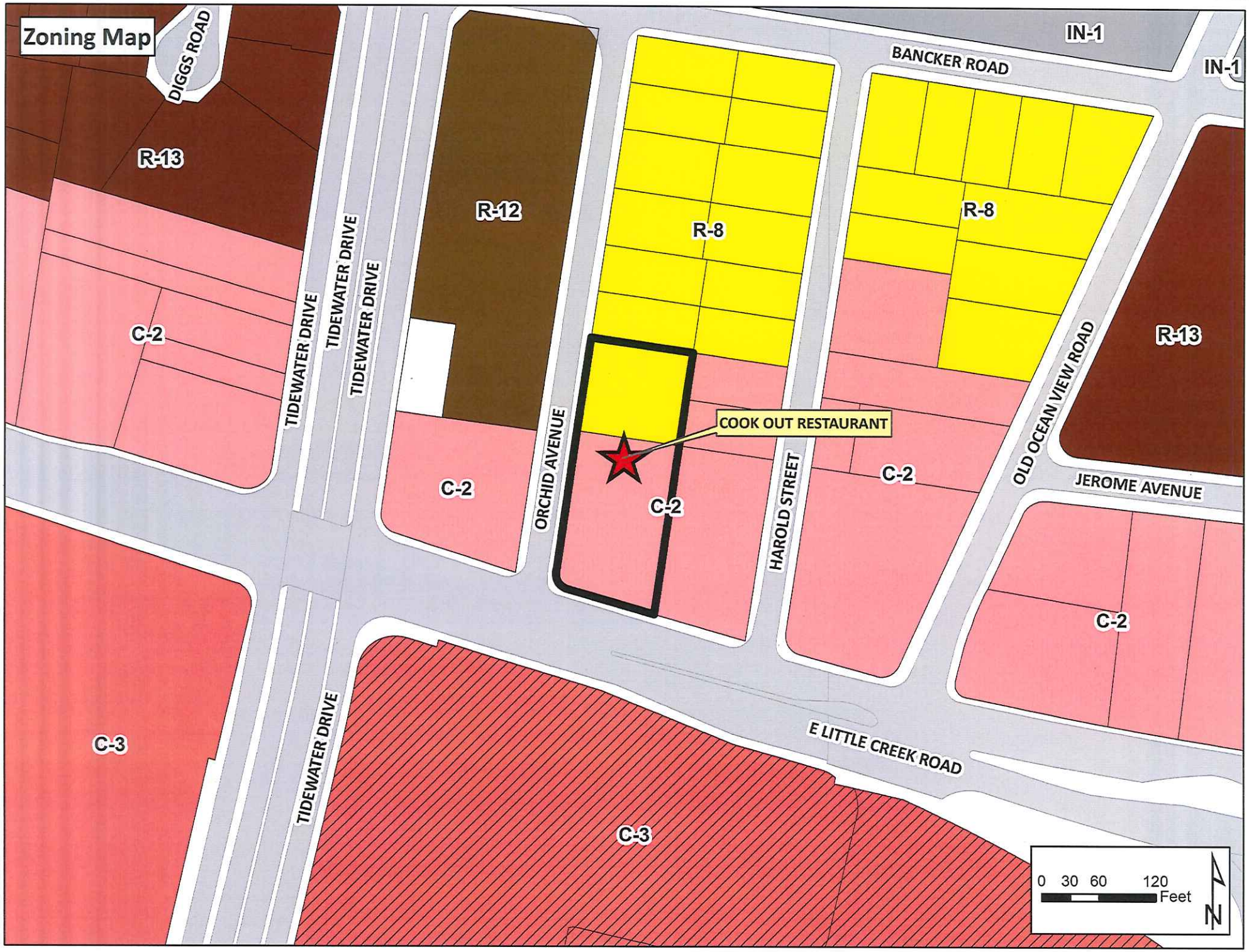
Zoning Map
DIGGS ROAD
R-13
C-2
TIDEWATER DRIVE
TIDEWATER DRIVE
TIDEWATER DRIVE
R-12
C-2
ORCHID AVENUE
R-8
C-2
COOK OUT RESTAURANT
HAROLD STREET
BANCKER ROAD
IN-1
IN-1
R-8
C-2
OLD OCEAN VIEW ROAD
R-13
JEROME AVENUE
C-2
C-3
TIDEWATER DRIVE
E LITTLE CREEK ROAD
C-3
0 30 60 120
Feet
N

APPLICATION
CONDITIONAL CHANGE OF ZONING

Date of application: 8/4/16

Conditional Change of Zoning

From: R-8 **Zoning** **To: Conditional** C-2 **Zoning**
↳ If Needed at A later Date

DESCRIPTION OF PROPERTY

Property location: (Street Number) 7918 (Street Name) ORCHID AVENUE

Existing Use of Property: SINGLE FAMILY RESIDENTIAL

Current Building Square Footage 1,128 SF DWELLING PLUS 350 SF GARAGE

Proposed Use RESTAURANT WITH DRIVE THROUGH

Proposed Building Square Footage 1,400 SF

Trade Name of Business (If applicable) COOK OUT RESTAURANT

APPLICANT

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

→ COOK OUT RESTAURANTS

1. Name of applicant: (Last) REAVES (First) JEREMY (MI) A.

Mailing address of applicant (Street/P.O. Box): 15 LAURA LANE, SUITE 300

(City) THOMASVILLE (State) NC (Zip Code) 27360

Daytime telephone number of applicant (336) 215-7025 Fax (336) 474-1849

E-mail address of applicant: arjr@northstate.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) *SEE ADDITIONAL AUTHORIZED AGENT PAGE*
(If agent is a LLC or a Corp./Inc., include name of official representative and/or all partners)

2. Name of applicant: (Last) CLAYTON (First) CHRIS (MI) S.
*COMMERCIAL SITE DESIGN
Mailing address of applicant (Street/P.O. Box): 8312 CREEDMOOR ROAD

(City) RALEIGH (State) NC (Zip Code) 27613

Daytime telephone number of applicant (919) 848-6121 Fax (919) 848-3741

E-mail address of applicant: clayton@csitedesign.com

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

3. Name of property owner: (Last) FORSHAW (First) HAROLD A. + ELLEN F. (MI)

Mailing address of property owner (Street/P.O. box): 5500 MILLERSTOWN ROAD

(City) URBANA (State) OHIO (Zip Code) 43078-9658

Daytime telephone number of owner (937) 653-3644 email: halal@ctcn.net

CIVIC LEAGUE INFORMATION

Civic League contact: HANK BROWN

Date(s) contacted: TBD

Ward/Super Ward information: CROSSROADS CIVIC LEAGUE

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) TISDALE (First) WARREN (MI) L.
*WILLCOX + SAVAGE.

Mailing address of applicant (Street/P.O. Box): 440 MONTICELLO AVE., SUITE 2200

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

Daytime telephone number of applicant (757) 628-5556 Fax (757) 628-5566

E-mail address of applicant: wtisdale@wilsav.com

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

3. Name of property owner: (Last) FORSHAW (First) HAROLD A. + ELLEN F. (MI)

Mailing address of property owner (Street/P.O. box): 5500 MILLERSTOWN ROAD

(City) URBANA (State) OHIO (Zip Code) 43078-9658

Daytime telephone number of owner (937) 653-3644 email: halal@ctcn.net

CIVIC LEAGUE INFORMATION

Civic League contact: HANK BROWN

Date(s) contacted: TBD

Ward/Super Ward information: CROSSROADS CIVIC LEAGUE

REQUIRED ATTACHMENTS

- ✓ Required application fee, **$705.00** (if check, make payable to the City of Norfolk).
  - Application fee includes a non-refundable $5 technology surcharge.
  - If accompanied with a necessary map amendment to the City's adopted general plan, *plaNorfolk2030*, an additional technology surcharge of **$5** will be required.
- ✓ 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.
- ✓ Proffered conditions.
- ✓ Written description and details of the operation of the business (i.e., # of employees, # of bays, reason for rezoning, etc...)

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

Print name: HAROLD A. FORSHAW ELLEN F. FORSHAW (Property Owner) **Sign:** _____ 8/4/16 (Date)

Print name: JEREMY A. REAVES (Applicant) **Sign:** _____ / / (Date)

ONLY NEEDED IF APPLICABLE:

Print name: CHRIS S. CLAYTON (Authorized Agent Signature) **Sign:** _____ 8/4/16 (Date)

PRINT NAME: _____ SIGN _____ DATE

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

REQUIRED ATTACHMENTS

- ✓ Required application fee, **$705.00** (if check, make payable to the City of Norfolk).
  - Application fee includes a non-refundable $5 technology surcharge.
  - If accompanied with a necessary map amendment to the City's adopted general plan, *plaNorfolk2030*, an additional technology surcharge of **$5** will be required.
- ✓ 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.
- ✓ Proffered conditions.
- ✓ Written description and details of the operation of the business (i.e., # of employees, # of bays, reason for rezoning, etc…)

CERTIFICATION:

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

Print name: _____ **Sign:** _____ / _____ / _____
(Property Owner) (Date)

Print name: JEREMY A. REAVES **Sign:** _____ 1 8 14/2016
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: CHRIS S. CLAYTON **Sign:** _____ 8 1 4 16
(Authorized Agent Signature) (Date)

PRINT NAME: _____ SIGN _____ DATE

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810 Union Street, Room 508
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- ✓ Proffered conditions.
- ✓ Written description and details of the operation of the business (i.e., # of employees, # of bays, reason for rezoning, etc...)

CERTIFICATION:

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

Print name:_____ **Sign:**_____ /_____/_____
(Property Owner) (Date)

Print name: JEREMY A. REAVES **Sign:**_____ /_____/_____
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: CHRIS S. CLAYTON **Sign:** Chris S. Clayton 8/4/16
(Authorized Agent Signature) (Date)

PRINT NAME: Warren L. Tisdale SIGN Warren L Tisdale 8/4/2016
DATE

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

APPLICATION
SPECIAL EXCEPTION

Special Exception for: COOK OUT RESTAURANT

Date of application: 8/4/16

DESCRIPTION OF PROPERTY

Property location: (Street Number) 720 7918 (Street Name) E. LITTLE CREEK ROAD ORCHID AVENUE

Existing Use of Property FURNITURE STORE + SINGLE FAMILY RESIDENTIAL

Current Building Square Footage 15,322 SF (FURNITURE STORE) + 1,128 SF DWELLING

Proposed Use FAST FOOD RESTAURANT WITH DRIVE THROUGH

Proposed Square Footage 1,400 SF

Proposed Hours of Operation:

Weekday	From 24 HRS	To
Friday	From 24 HRS	To
Saturday	From 24 HRS	To
Sunday	From 24 HRS	To

Trade Name of Business (If applicable) COOK OUT RESTAURANT

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

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

1. Name of applicant: (Last) REAVES (First) JEREMY (MI) A.
→ COOK OUT RESTAURANTS
Mailing address of applicant (Street/P.O. Box): 15 LAURA LANE, SUITE 300
(City) THOMASVILLE (State) NC (Zip Code) 27360
Daytime telephone number of applicant (336) 215-7025 Fax (336) 474-1849
E-mail address of applicant: arjr@northstate.net

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

2. Name of applicant: (Last) CLAYTON (First) CHRIS (MI) S.
* COMMERCIAL SITE DESIGN
Mailing address of applicant (Street/P.O. Box): 8312 CREEDMOOR ROAD
(City) RALEIGH (State) NC (Zip Code) 27613
Daytime telephone number of applicant (919) 848-6121 Fax (919) 848-3741
E-mail address of applicant: clayton@csitedesign.com

PROPERTY OWNER * SEE ADDITIONAL OWNER PAGE *
(If property owner is a LLC or a Corp./Inc., include name of official representative and/or all partners)
* 7918 ORCHID AVENUE OWNER *
3. Name of property owner: (Last) FORSHAW (First) HAROLD A. & ELLEN F. (MI)
Mailing address of property owner (Street/P.O. box): 5500 MILLERSTOWN ROAD
(City) URBANA (State) OHIO (Zip Code) 43078-9658
Daytime telephone number of owner (937) 653-3644 email: halal@ctcn.net

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

1. Name of applicant: (Last) REAVES (First) JEREMY (MI) A.
→ COOK OUT RESTAURANTS
Mailing address of applicant (Street/P.O. Box): 15 LAURA LANE, SUITE 300
(City) THOMASVILLE (State) NC (Zip Code) 27360
Daytime telephone number of applicant (336) 215-7025 Fax (336) 474-1849
E-mail address of applicant: arjr@northstate.net

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

2. Name of applicant: (Last) TISDALE (First) WARREN (MI) L.
* WILLCOX + SAVAGE
Mailing address of applicant (Street/P.O. Box): 440 MONTICELLO AVE., SUITE 2200
(City) NORFOLK (State) VA (Zip Code) 23510
Daytime telephone number of applicant (757) 628-5556 Fax (757) 628-5566
E-mail address of applicant: wtisdale@wilsav.com

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

* 720 E. LITTLE CREEK ROAD OWNER *
3. Name of property owner: (Last) LEGUM (First) EDWARD (MI)
* EDWARD LEGUM FURNITURE COMPANY OF HAMPTON, INC.
Mailing address of property owner (Street/P.O. box): 1703 CLONCURRY ROAD
(City) NORFOLK (State) VA (Zip Code) 23505
Daytime telephone number of owner (757) 423-3417 email:

CIVIC LEAGUE INFORMATION

Civic League contact: HANK BROWN

Date(s) contacted: TBD

Ward/Super Ward information: CROSSROADS CIVIC LEAGUE

REQUIRED ATTACHMENTS:

- ✓ Required application fee, **$355.00** (if check, make payable to the City of Norfolk).
  - Application fee includes a non-refundable $5 technology surcharge.
- ✓ One 8½ x 14 inch or 11 x 17 inch copy of a physical survey, drawn to scale and showing site conditions and improvements (including portions of the right-of-way to the curb line):
  - Existing and proposed building structures
  - Driveways
  - Parking
  - Landscaping
  - Property lines (see attached example)
- ✓ One 8 ½ x 14 inch or 11 x 17 inch copy of a conceptual site plan drawn to scale and showing all proposed site improvements, landscaping, drive aisles and parking with dimensions, and proposed changes to parcel/property lines (including lease lines) if applicable.

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

Print name: HAROLD A. FORSHAW / ELLEN F. FORSHAW (Property Owner) **Sign:** Harold A. Forshaw / Ellen F. Forshaw 8/4/16 (Date)

PRINT NAME: _____ (PROPERTY OWNER) SIGN: _____ DATE

Print name: JEREMY A. REAVES (Applicant) **Sign:** _____ / / (Date)

ONLY NEEDED IF APPLICABLE:

Print name: CHRIS CLAYTON (Authorized Agent Signature) **Sign:** Chris S. Cyc 8/4/16 (Date)

PRINT NAME: _____ SIGN: _____ DATE

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CIVIC LEAGUE INFORMATION

Civic League contact: HANK BROWN

Date(s) contacted: TBD

Ward/Super Ward information: CROSSROADS CIVIC LEAGUE

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CERTIFICATION:

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

Print name: Edward Legum, Pres. Edward Legum Furniture Company of Hampton, Inc. (Property Owner) **Sign:** _____ 8/5/16
(Date)

PRINT NAME: _____ SIGN: _____
(PROPERTY OWNER) DATE

Print name: JEREMY A. REAVES (Applicant) **Sign:** _____ / / _____
(Date)

ONLY NEEDED IF APPLICABLE:

Print name: CHRIS CLAYTON (Authorized Agent Signature) **Sign:** Chris S. Clayton 8/4/16
(Date)

PRINT NAME: _____ SIGN: _____
DATE

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CIVIC LEAGUE INFORMATION

Civic League contact: HANK BROWN

Date(s) contacted: TBD

Ward/Super Ward information: CROSSROADS CIVIC LEAGUE

REQUIRED ATTACHMENTS:

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Print name: _____ **Sign:** _____ ____/____/____
(Property Owner) (Date)

PRINT NAME: _____ SIGN: _____ DATE
(PROPERTY OWNER)

Print name: JEREMY A. REAVES **Sign:** _____ 8/4/2016
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: CHRIS CLAYTON **Sign:** _____ 8/4/16
(Authorized Agent Signature) (Date)

PRINT NAME: _____ SIGN: _____ DATE

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CIVIC LEAGUE INFORMATION

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Print name: _____ **Sign:** _____ / _____ / _____
(Property Owner) (Date)

PRINT NAME: _____ SIGN: _____
(PROPERTY OWNER) DATE

Print name: JEREMY A. REAVES **Sign:** _____ / _____ / _____
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: CHRIS CLAYTON **Sign:** Chris C. Clayton 8 4 16
(Authorized Agent Signature) (Date)

PRINT NAME: Warren L. Tisdale SIGN: Warren L Tisdale 8/4/2016
DATE

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

8312 Creedmoor Road Raleigh, NC 27613
919.848.6121 Phone 919.848.3741 Fax

www.csitedesign.com

REZONING NARRATIVE – 7918 ORCHID AVENUE

The Applicant (Cook Out Restaurants) is proposing to rezone the subject property from R-8 to C-2 in Order to develop the property (in conjunction with the property located at 720 E. Little Creek Road) with a Cook Out Restaurant with drive-through facilities. The proposed development will consist of constructing an approximate 1,400 square foot building with two drive-through facilities. The remainder of the site will be developed with an associated parking lot with 16 parking spaces and other infrastructure typical of a restaurant. This particular type of Cook Out store will have up to 8 employees on maximum shift and the proposed business hours are 24 hours per day. The proposed building has no interior seating.

The requested rezoning is to allow for the proposed restaurant use on the site. R-8 zoning does not permit this type of commercial use. We believe that the proposed rezoning and use is consistent with the surrounding uses and will not be a detriment to the community and overall commercial corridor. Furthermore, the subject property is shown as commercial on the City's Future Land Use Map. Accordingly, our request is consistent with the Future Land Use Map.

VICINITY MAP

NTS

UTILITY NOTE

NOTE TO CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.iv. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW/IF THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.

ZONING INFORMATION

ZONING: C-2BUILDING SETBACKS:
FRONT .... 10 FEET
SIDE (ORCHID AVE.) 5 FEET
SIDE (EAST) ..../ 0 FEET
REAR .... 0 FEET
MAXIMUM BUILDING HEIGHT: 60 FEET

PARKING REQUIREMENTS: 1 SPACE PER 150 SQUARE FEET OF ENCLOSED BUILDING AREA

INFORMATION PROVIDED BY CITY OF NORFOLK PLANNING DEPARTMENT PHONE: 757-664-7470

NOTE: THE NORTH LOT IS CURRENTLY ZONED R-8; HOWEVER, THE INTENT IS TO REZONE TO C-2 AS SETBACKS REFLECT

REFERENCES

MAP BOOK 17, PAGE 81
MAP BOOK 67, PAGE 28
DEED BOOK 961, PAGE 666
IN THE CLERK OF COURT'S OFFICE FOR CITY OF NORFOLK, VA

EXISTING PARKING

SUBJECT PROPERTY HAS 0 DELINEATED PAINTED PARKING SPACES.

FLOOD INFORMATION

SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY HUD F.I.R.M. COMMUNITY PANEL NUMBER 5101040080F, WITH AN EFFECTIVE DATE OF SEPTEMBER 2, 2009.

GENERAL NOTES

1.) THE ALTA/NSPS LAND TITLE SURVEY SHOWN HEREON DOES NOT MEET ALL OF THE REQUIREMENTS AS SET FORTH IN NCGS 47-30, AS AMENDED AND IS NOT FOR RECORDATION.

2.) ELEVATIONS AND GRID COORDINATES ESTABLISHED USING VA GPS GEODETIC RTK NETWORK AND BEARINGS BASED ON GPS OBSERVATION.

3.) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.

4.) ALL AREAS COMPUTED USING COORDINATES FROM MEASURED FIELD DATA.

5.) BEARINGS BASED ON VA GPS GEODETIC RTK NETWORK USING GPS OBSERVATIONS.

6.) BEARINGS AND DISTANCES SHOWN ON PROPERTY LINES ARE FROM FIELD MEASUREMENT. DEED RECORDED CALLS ARE SHOWN WHERE THEY DIFFER FROM FIELD MEASUREMENTS.

LEGEND

Symbol	Abbreviation	Abbreviation
CALCULATED POINT	AC = ACRES	NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
EXISTING IRON PIPE	ACSM = AMERICAN CONGRESS ON SURVEYING AND MAPPING	NTS = NOT TO SCALE
IRON PIPE SET	ALTA = AMERICAN LAND TITLE ASSOCIATION	PG. = PAGE
BORE HOLE	B.M. = BOOK OF MAPS	P.O.B. = POINT OF BEGINNING
SANITARY SEWER MANHOLE	CB = CATCH BASIN	P.O.C. = POINT OF COMMENCEMENT
SANITARY SEWER CLEANOUT	CMP = CORRUGATED METAL PIPE	P.O.L. POINT ON LINE
WATER VALVE	D.B. = DEED BOOK	R.C.P. = REINFORCED CONCRETE PIPE
WATER METER	EIP = EXISTING IRON PIPES	R/W = RIGHT-OF-WAY
FIRE HYDRANT	ELEV = ELEVATION	SF = SQUARE FOOT
TELEPHONE PEDESTAL	E.M. = ELECTRIC METER	SMH = SANITARY SEWER MANHOLE
TELEPHONE MANHOLE	FIRM = FLOOD INSURANCE RATE MAP	S.R. = STATE ROAD
ELECTRIC BOX	GPS = GLOBAL POSITIONING SYSTEM	TBM = TEMPORARY BENCH MARK
LIGHT POLE	HUD = HOUSING URBAN DEVELOPMENT	T/C = TOP CURB
POWER POLE	HYD = FIRE HYDRANT	TWSP = TOWNSHIP
CURB INLET	INV = INVERT	TYP = TYPICAL
STORM DRAINAGE MANHOLE	IPS = IRON PIPE SET	Y.I. = YARD INLET
YARD INLET	LLC = LIMITED LIABILITY COMPANY	
STORM DRAIN	MPH = MILES PER HOUR	
OU — OVERHEAD UTILITIES	MSL = MEAN SEA LEVEL	
UE — UNDERGROUND ELECTRIC	NAD = NORTH AMERICAN DATUM	
UT — UNDERGROUND TELEPHONE	N/F = NOW OR FORMERLY	
W — WATER LINE	NCGS = NORTH CAROLINA GEODETIC SURVEY	
SS — SANITARY SEWER LINE	NGVD = NATIONAL GEODETIC VERTICAL DATUM	
G — GAS LINE		
X — FENCE LINE		

SCHEDULE B - SECTION II
EDWARD LEGUM FURNITURE COMPANY PARCEL

BRIDGE TITLE TRUST GROUP
AGENT FOR:
FIRST AMERICAN TITLE INSURANCE COMPANY
FILE NUMBER: 091050388
COMMITMENT DATE: MAY 19, 2016 @ 8:00 A.M.
ISUE DATE: MAY 23, 2016 @ 11:39 A.M.

SCHEDULE B - SECTION II
EXCEPTIONS

(4) BUILDING SETBACK LINE SHOWN ON THAT PLAT RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA IN MAP BOOK 67 AT PAGE 28 (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON).

(5) RIGHTS OF TENANTS IN POSSESSION UNDER UNRECORDED LEASES.

(6) ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. (SEE SURVEY)

SCHEDULE B - SECTION II
HAROLD A. FORSHAW & ELLEN F. FORSHAW PARCEL

BRIDGE TITLE TRUST GROUP
AGENT FOR:
FIRST AMERICAN TITLE INSURANCE COMPANY
FILE NUMBER: 091050334
COMMITMENT DATE: APRIL 27, 2016 @ 8:00 A.M.
ISUE DATE: MAY 17, 2016 @ 8:45 A.M.

SCHEDULE B - SECTION II
EXCEPTIONS

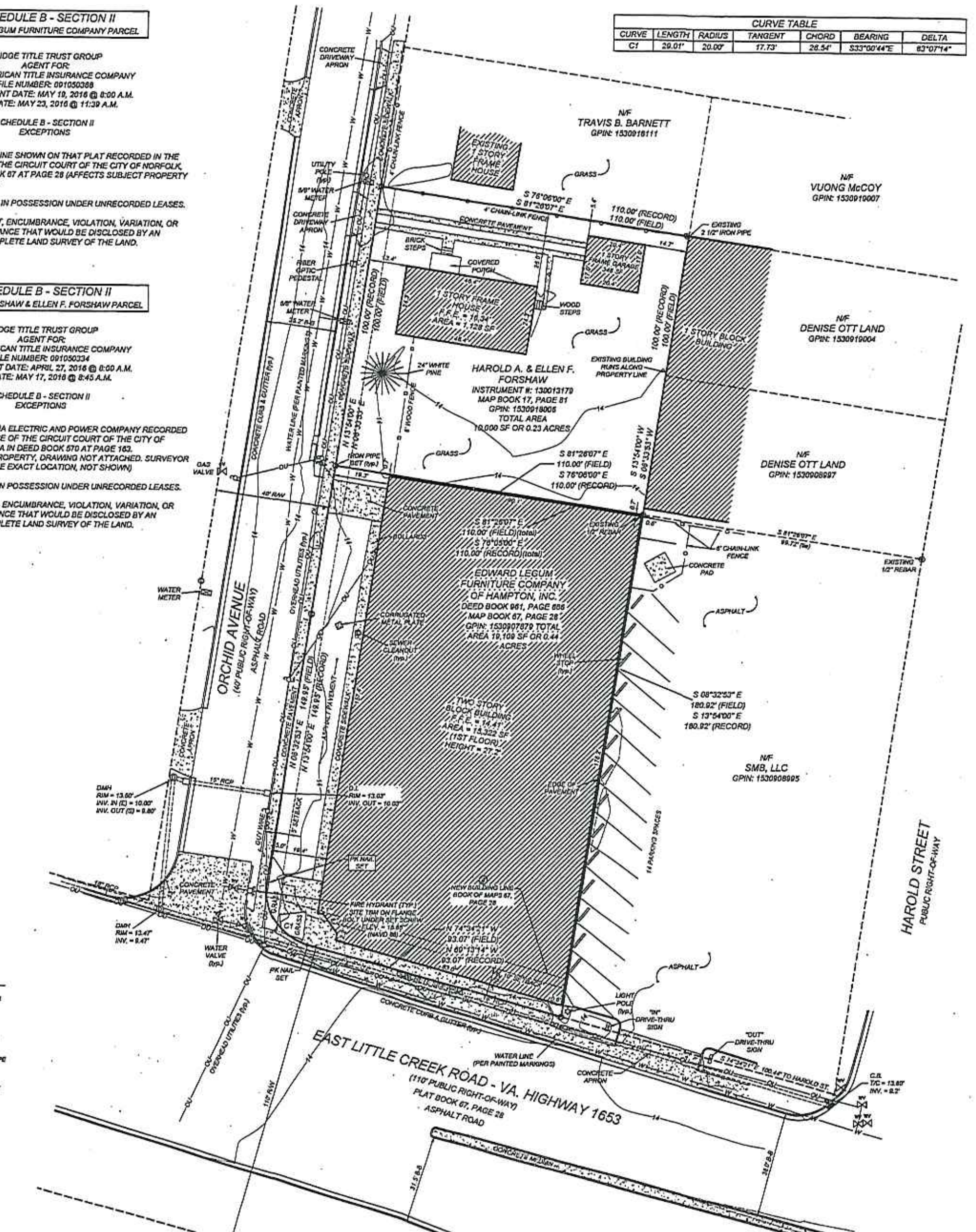
(4) EASEMENT TO VIRGINIA ELECTRIC AND POWER COMPANY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF CHESAPEAKE, VIRGINIA IN DEED BOOK 570 AT PAGE 163. (AFFECTS SUBJECT PROPERTY, DRAWING NOT ATTACHED. SURVEYOR UNABLE TO DETERMINE EXACT LOCATION, NOT SHOWN)

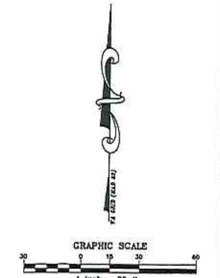
(5) RIGHTS OF TENANTS IN POSSESSION UNDER UNRECORDED LEASES.

(6) ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. (SEE SURVEY)

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	29.01'	20.00'	17.73'	26.54'	S33°00'44"E	83°07'14"





TOTAL AREA = 29,109 SF OR 0.67 ACRES

PROPERTY DESCRIPTION

EDWARD LEGUM FURNITURE COMPANY PARCEL:

ALL THAT CERTAIN LOT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO BELONGING, LYING AND BEING IN THE CITY OF NORFOLK, VIRGINIA BEING KNOWN, NUMBERED AND DESIGNATED AS LOT A 19,105 SQ. FT. ON THAT CERTAIN PLAT ENTITLED "RESUBDIVISION OF LOTS 2, 3, 4, 5, 6, 7 & PART OF LOT 1, BLOCK 5, ROSEDALE, PROPERTY OF LEE COUNSELMAN (M.B.17 PG.8", CHESAPEAKE) NORFOLK, VIRGINIA", MADE BY WARD M. HOLMES, LAND SURVEYOR, P.C., DATED MARCH 18, 2009 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA IN MAP BOOK 67 AT PAGE 28.

IT BEING A PORTION OF THE SAME PROPERTY CONVEYED TO EDWARD LEGUM FURNITURE COMPANY OF HAMPTON, INCORPORATED BY DEED FROM EDWARD LEGUM AND RUTH R. LEGUM DATED JANUARY 1, 1963 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA IN DEED BOOK 961 AT PAGE 666.

HAROLD A. FORSHAW AND ELLEN F. FORSHAW PARCEL:

ALL THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATED IN TANNERS CREEK MAGISTERIAL DISTRICT OF NORFOLK COUNTY, VIRGINIA, KNOWN, NUMBERED AND DESIGNATED ON THE PLAT OF THE PROPERTY OF LEE COUNSELMAN KNOWN AS "ROSEDALE" DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF NORFOLK COUNTY, VIRGINIA, IN MAP BOOK 17, AT PAGE 81, AS LOTS 8, 9, 10 AND 11, IN BLOCK 5, SAID LOTS BEING OF THE SIZE AND DIMENSIONS AS SHOWN ON SAID PLAT, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY.

IT BEING THE SAME PROPERTY CONVEYED TO HAROLD A. FORSHAW AND ELLEN F. FORSHAW BY DEED FROM HAROLD A. FORSHAW DATED MAY 6, 2013 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA IN INSTRUMENT NUMBER 130013179.

ALTA SURVEY CERTIFICATION

TO JEREMY A. REEVES & BRIDGE TRUST TITLE GROUP:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,5,6,6b,7a,7b,8,9,11b, AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 27, 2016.

DATE OF PLAT OR MAP: 7/8/16

PRINTED NAME: W. BRIAN BURCHETT

LICENSE NUMBER: 2705

SIGNATURE: [signature]

COMMONWEALTH OF VIRGINIA
William Brian Burchett
Lic. No. 002705
7/8/16
LAND SURVEYOR

GPS SURVEY CERTIFICATION

I, W. BRIAN BURCHETT CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE SECOND ORDER, CLASS II ACCURACY CLASSIFICATION (95% CONFIDENCE) USING VA RTK NETWORK; THAT PORTIONS OF FIELD SURVEY WERE CONDUCTED USING TRADITIONAL TRAVERSE, AND THAT THE ERROR OF PRECISION IS 1:10,000 OR GREATER, ALSO THAT LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES AND DRAWN FROM INFORMATION AS NOTED ON PLAT.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 8th DAY OF July 2016.

REVISIONS			
NO.	DATE	DESCRIPTION	BY

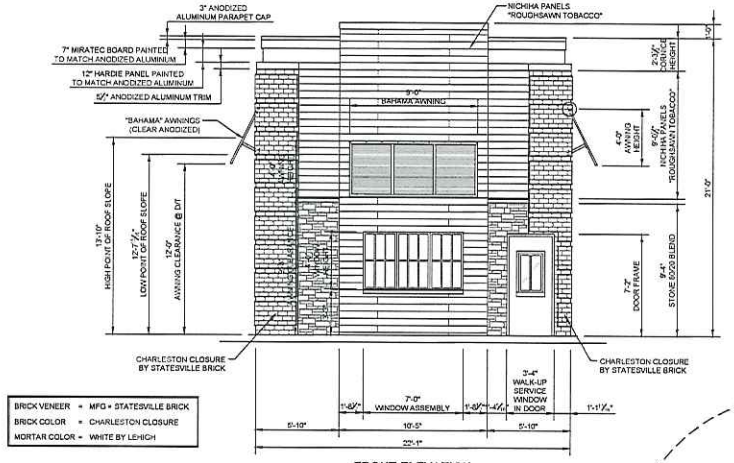
COMMERCIAL SITE DESIGN

CLIENT:
COOK OUT
15 LAURA LANE, SUITE 300
THOMASVILLE, N.C. 27360
PHONE: (336) 215-7025
FAX: (336) 474-1849

PROPERTY OF:
EDWARD LEGUN FURNITURE COMPANY & HAROLD & ELLEN FORSHAW
720 E. LITTLE CREEK RD. & 7918 ORCHID AVE.
NORFOLK, NORFOLK COUNTY, VIRGINIA

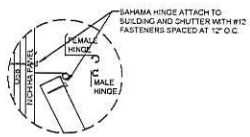
ALTA/NSPS LAND TITLE SURVEY

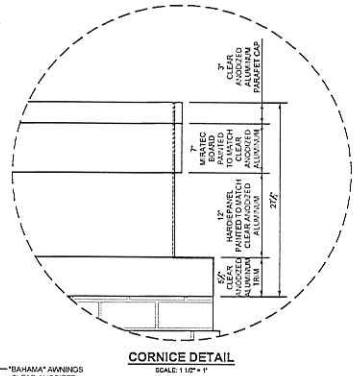
PROJECT NO.	OUT-1639
FILENAME	OUT1639-AT
DRAWN BY	RCN
SCALE	1"= 30'
DATE	6-29-16
SHEET NO.	1 of 1



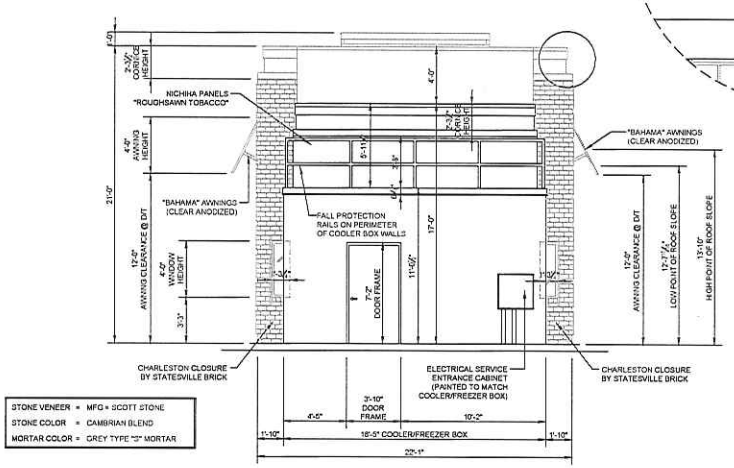
BRICK VENEER = MFG = STATESVILLE BRICK
BRICK COLOR = CHARLESTON CLOSURE
MORTAR COLOR = WHITE BY LEHIGH

FRONT ELEVATION
SCALE: 1/4" = 1'





CORNICE DETAIL
SCALE: 1 1/2" = 1'



STONE VENEER = MFG = SCOTT STONE
STONE COLOR = CAMBRIAN BLEND
MORTAR COLOR = GREY TYPE "S" MORTAR

REAR ELEVATION
SCALE: 1/4" = 1'

KIRKMAN CONSTRUCTION SERVICES, INC d/b/a
AMERICAN MODULAR TECHNOLOGIES
P.O. BOX 1153
LAKE CITY, FL 32056
(386) 752-1153

THE IDEAS AND DESIGNS INCORPORATED IN THESE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF KIRKMAN CONSTRUCTION SERVICES, INC. AND SHALL NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN APPROVAL OF KCS. RESERVED RIGHTS ARE EXPRESSLY RESERVED.

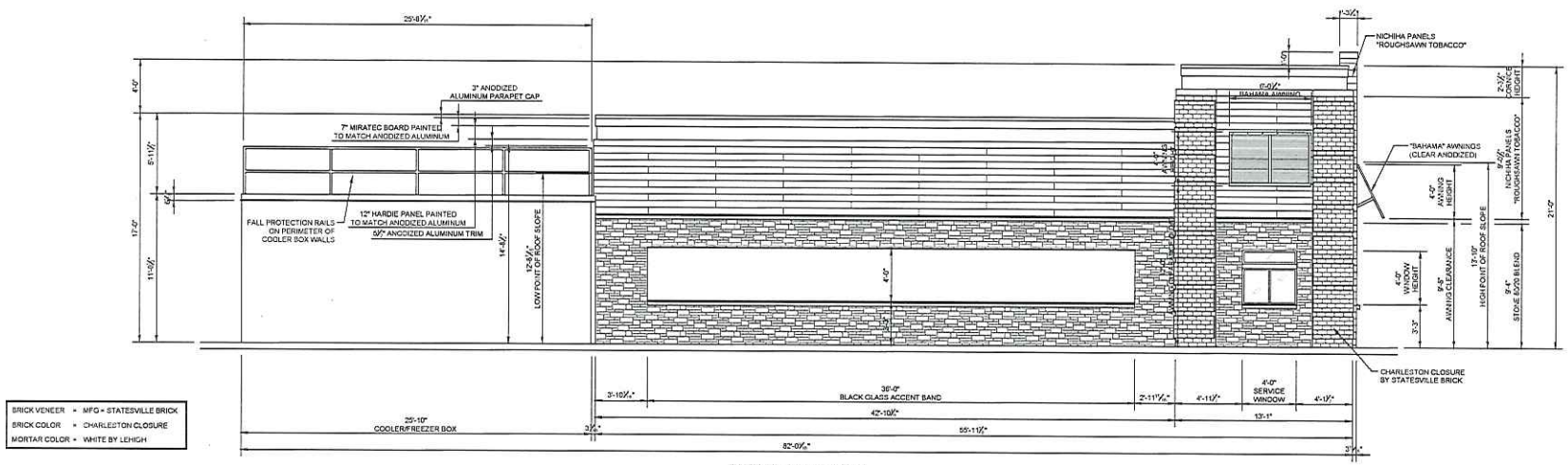
PROFESSIONAL SEALS

MARK	DATE	REVISION
1	-	-
2		
3		
4		
5		

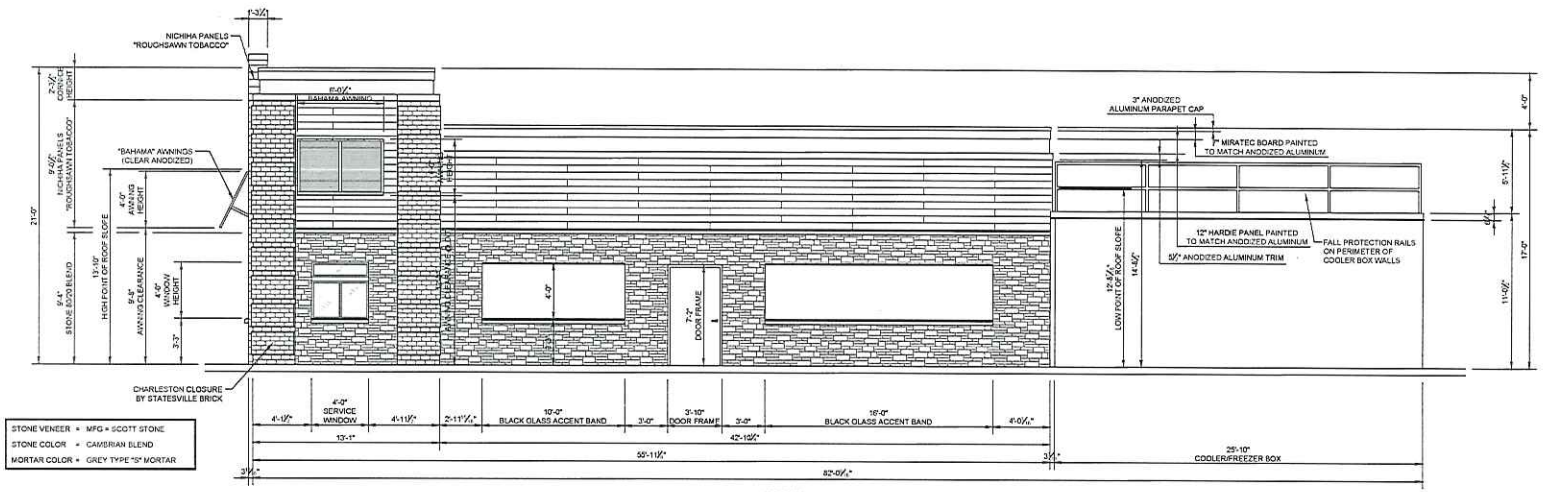
DRAWING: EXTERIOR ELEVATIONS
PROJECT: COOK OUT RESTAURANT
22'-1" X 82'-8" DOUBLE DRIVE-THRU BUILDING
730 E. LITTLE CREEK ROAD
NORFOLK, VA

DRAWN BY: R. KIRKMAN
APPROVED BY: R. KIRKMAN
DATE: 8-11-18
SCALE: AS NOTED
SHEET NUMBER: A-4.1

A-4.1



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'

REMARK CONSTRUCTION SERVICES, INC
d/b/a
AMERICAN MODULAR TECHNOLOGIES
P.O. BOX 1103
KINSTON, NC 28502
(252) 522-2233

THESE DRAWINGS AND SPECIFICATIONS ARE AND SHALL REMAIN THE PROPERTY OF KINSTON MODULAR ENTERPRISES, INC. AND ARE NOT TO BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.

PROFESSIONAL SEALS

MARK	DATE	REVISION
1	-	-
2		
3		
4		
5		

DRAWING: EXTERIOR ELEVATIONS

PROJECT: COOK OUT RESTAURANT
22'-1" X 82'-0" DOUBLE DRIVE-THRU BUILDING
720 E. LITTLE CREEK ROAD
NORFOLK, VA

DRAWN BY: R. KIRKMAN
APPROVED BY: R. KIRKMAN
DATE: 8-11-16
SCALE: AS NOTED
SHEET NUMBER: A-4

A-4

Cook Out - Notification sent to all Property Owners within 300 feet

Owner	Property Address
Lee, George A	7940 Harold St
Bagwell, Raymond O & Edwarda F	7937 Old Ocean View Rd
Malloy, Wayne	7932 Orchid Av
Castine, Walter A & Charlotte T Revc Living Trust	7949 Harold St
Mccoy, Vuong	7927 Harold St
Smb, Llc	730 E Little Creek Rd
Meyer, Brian K & Kelly A	7946 Orchid Av
Forshaw, Harold A & Ellen F	7918 Orchid Av
Besser, Linda S	7931 Harold St
Barnett, Travis B	7924 Orchid Av
Reid, Linda H	7928 Orchid Av
Halo Properties Llc	7915 Orchid Av
Smith, Kenneth J	7931 Old Ocean View Rd
Dickerson, Scott S	7932 Harold St
Land, Denise Ott	7921 Harold St
Land, Denise Ott	W S Harold St
Legum,Edward Furn Co Hampton,Inc.	720 E Little Creek Rd
Keen, Diane M Et Als	741 Bancker Rd
Baker, Donald F Jr & Dawn L	7945 Harold St
Bethea, Frances	7942 Orchid Av
Moreno, Leopold S	7927 Old Ocean View Rd
Overtons Markets, Inc	E S Harold St
Overtons Market, Inc.	7921 Old Ocean View Rd
Obunga, Nectarios Et Al	7941 Harold St
Le, Amanda Et Al	7938 Orchid Av
Dozier, Mary	7935 Harold St
Thornton, Gloria B	700 E Little Creek Rd
George, Steven E	7936 Harold St
City Of Norfolk	7922 Tidewater Dr
Wnd Land Llc	740 E Little Creek Rd
Love In Greenwich, Llc	741 E Little Creek Rd
Love In Greenwich, Llc	741 E Little Creek Rd
Little Tidewater Associates, Llc	7870 Tidewater Dr
Little Tidewater Associates, Llc	7870 Tidewater Dr
Little Tidewater Associates, Llc	7870 Tidewater Dr

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, August 10, 2016 11:03 AM
To: 'hankmech99@cox.net'; 'crossroadscivicleague@gmail.com'; 'rebeccajluce@gmail.com'
Cc: Smigiel, Thomas; McClellan, Andria; Ransom, Carlton; Simons, Matthew
Subject: new Planning Commission application - 720 E Little Creek Rd & 7918 Orchid Ave
Attachments: CookOut_rezo.pdf; CookOut_SE.pdf

Mr. Brown and Ms. Luce,

Attached please find the following applications at 720 E Little Creek Road and 7918 Orchid Avenue:

a. Change of zoning from R-8 (Single-Family) district to conditional 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.

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

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

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

Simons, Matthew

From: rebecca luce <rebeccajluce@gmail.com> – Oakdale Farms Civic League
Sent: Thursday, August 11, 2016 7:35 AM
To: Straley, Matthew
Subject: Re: new Planning Commission application - 720 E Little Creek Rd & 7918 Orchid Ave

Good morning, thank you for the information and the opportunity to comment. We have no issue with this good addition to our neighborhood.

Sent from my iPhone

On Aug 10, 2016, at 11:02 AM, Straley, Matthew <Matthew.Straley@norfolk.gov> wrote:

> Mr. Brown and Ms. Luce,
>
> Attached please find the following applications at 720 E Little Creek Road and 7918 Orchid Avenue:
>
> a. Change of zoning from R-8 (Single-Family) district to conditional 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.
>
> The item is tentatively scheduled for the September 22, 2016 Planning Commission public hearing.
>
> *Staff contact: Matt Simons at (757) 664-4750, matthew.simons@norfolk.gov*
>
> Thank you.
>
> Matthew Straley
> GIS Technician II
>
> <image011.jpg>
> City Planning
> 810 Union Street, Suite 508
> Norfolk, VA 23510
> 757-664-4769
>
> Connect with us:
> www.norfolk.gov
> <image012.jpg><image013.jpg><image014.jpg><image015.jpg>
>
> <CookOut_rezo.pdf>
> <CookOut_SE.pdf>

Simons, Matthew

From:	Cross Roads Civic League <crossroadscivicleague@gmail.com>
Sent:	Thursday, August 11, 2016 9:11 PM
To:	Tisdale, Warren L.
Cc:	Chris Clayton (clayton@csitedesign.com); Hank Brown; Smigiel, Thomas; McClellan, Andria
Subject:	Re: Cook Out Restaurant Northeast Corner-Intersection of E. Little Creek Road and Orchid Avenue

Warren
We brought this up this evening and
And the civic league is on board with this and welcome to the neighborhood

Gary F
Crossroads civic league
COS

On Aug 11, 2016 15:33, "Tisdale, Warren L." <wtisdale@wilsav.com> wrote:

> Hank,
>
> Thank you for taking time to talk with me this afternoon. We think Cook Out will be a good addition to the area, and we look forward to working with you.
>
> I have attached the Draft Planning Commission Agenda for September 22, which Planning staff published earlier this week. See item 6 on the Regular Agenda.
>
> The applications Cook Out filed on Monday also are attached. One application is to change the zoning of the parcel at 7918 Orchid Avenue from residential to commercial, and the other is for a special exception to operate a commercial drive through. The last page of the Change of Zoning Application is the site plan you requested. The attachments are available on the city's website where the planning commission agendas for public hearing meetings are provided. We should be able to email you building elevations in a few days.
>
> I am sending a copy of this email to crossroadscivicleague@gmail.com as you directed. We are available to meet with the civic league at its regular meeting on September 8. An earlier meeting with the leaders of the civic league would be even better. I understand the civic league is meeting this evening and you are going to make the membership aware of the applications.
>
> Please call or email me with any questions. My telephone number is (757) 628-5556.

C: Dir., Department of City Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **Amend *plaNorfolk2030*, Change of Zoning, and Special Exceptions to operate a 24-hour convenience store with fuel sales, car wash, and sale of alcoholic beverages for off-premises consumption at 5516 Raby Road – Royal Farms**

Reviewed: _____ **Ward/Superward: 4/7**
Wynter C. Benda, Deputy City Manager

Approved: _____ **Item Number: PH-7**
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:** 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.

	Proposed
Hours of Operation for the Convenience Store, Gas Station and Car Wash	24-hours Seven days a week
Hours for the Sale of Alcoholic Beverages for Off-Premises Consumption	6:00 a.m. until 12:00 midnight, Seven days a week

IV. **Applicant:** Royal Farms

V. **Description:**
- The site is located on the northwest corner of E. Virginia Beach Boulevard and Raby Road, at the eastern edge of the Crown Point townhome community.
- The proposal is to redevelop the site with a 24-hour convenience store, gas station and automated car wash, and to permit the sale of alcoholic beverages for off-premises consumption.

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

VII. **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.

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

Attachments:

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

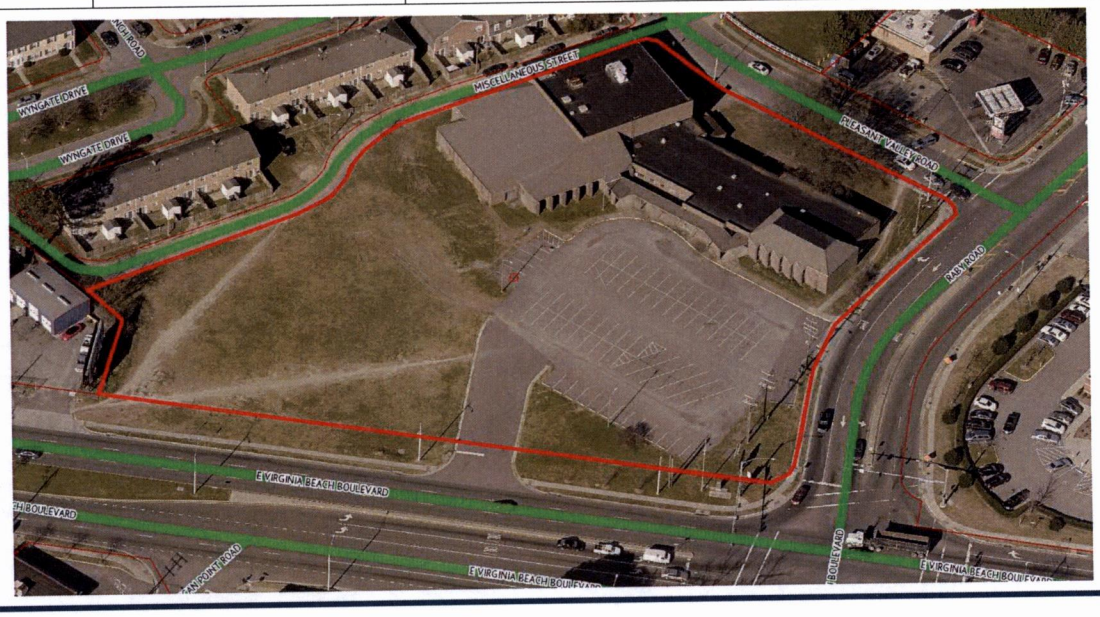
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: October 27, 2016

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

Planner: Matthew Simons, AICP, CZA, CFM MS

Staff Report	Item Number: C - 2	
Address	**5516 Raby Road**	
Applicant	**Royal Farms**	
Requests	**Future Land Use Map Amendment**	**From Institutional to Commercial**
	Rezoning	**From IN-1 (Institutional) to C-2 (Corridor Commercial)**
	Special Exceptions	• **Convenience store, 24-hours (with fuel sales)** • **Car wash** • **Sale of alcoholic beverages for off-premises consumption**
Property Owner	Salvation Army	
Site Characteristics	Site/Building Area	3.28 acres/5,371 sq. ft. convenience store and 1,388 sq. ft. automated car wash
	Future Land Use Map	Institutional
	Zoning	IN-1
	Neighborhood	Crown Point
	Character District	Suburban
Surrounding Area	North	C-2: 7-Eleven gas station and convenience store
	East	Conditional IN-1: Salvation Army shelter
	South	C-2: Pete's Liquidations, vacant building, R-12 (Medium-Density Multi-Family): Round Bay Apartments
	West	R-11 (Moderate Density Multi-Family): Crown Point Townhomes, C-2: Gene's Transmissions



A. Summary of Request

- The site is located on the northwest corner of E. Virginia Beach Boulevard and Raby Road, at the eastern edge of the Crown Point townhome community.
- The proposal is to redevelop the site with a 24-hour convenience store, gas station and automated car wash, and to permit the sale of alcoholic beverages for off-premises consumption.
- This application was continued from the September Planning Commission public hearing to the October hearing to allow the applicant to make additional site revisions, in order to further mitigate potential impacts with the adjacent Crown Point Townhomes community.
- The applicant has since met with the management team for the Crown Point Townhomes and additional traffic and site improvements have been made to the attached site plan.

B. Plan Consistency

Plan Amendment

- *plaNorfolk2030* designates this site as Institutional, making the proposed use inconsistent with *plaNorfolk2030*.
  - The reason for the Institutional designation is because the site was previously used for years as a Salvation Army office and outreach center.
  - An amendment to Commercial is necessary for the proposed use to be consistent with *plaNorfolk2030*.
- The Identifying Land Use Strategies chapter of *plaNorfolk2030* identifies the Commercial category as a location for a broad range of retail sales and services, typically located along arterial roadways.
  - It recommends encouraging the creation of new commercial locations in nodes at the intersections of roads rather than at isolated mid-block locations.
- Since the proposed use will be retail sales and it is located along an arterial roadway at an intersection of two major roadways, the proposed plan amendment is appropriate.

Change of Zoning

- If the plan amendment is approved, the request would be consistent with *plaNorfolk2030*.

Special Exceptions

- If the plan amendment and rezoning are approved, the requests would be consistent with *plaNorfolk2030*.

C. Zoning Analysis

i. General

- The site is surrounded by a mix of commercial, residential, institutional, and light industrial uses.
- The applicant proposes to demolish the existing structure on the site and redevelop the entire site to accommodate the 24-hour gas station, car wash and convenience store with alcohol sales for off-premises consumption.

- A rezoning to C-2 is required in order to permit the special exceptions.
- The conceptual site plan submitted by the applicant and the attached conditions ensure compliance with the adopted general plan, as well as all *Zoning Ordinance* requirements for a gas station and car wash.

	Proposed
Hours of Operation for the Convenience Store, Gas Station and Car Wash	24-hours Seven days a week
Hours for the Sale of Alcoholic Beverages for Off-Premises Consumption	6:00 a.m. until 12:00 midnight, Seven days a week

ii. Parking

- For a 5,371 square foot, 24-hour convenience store with fuel sales and car wash, located within the Suburban Character District, the *Zoning Ordinance* requires a minimum of 55 parking spaces to be provided and sufficient room to accommodate five bicycles.
  - The applicant proposes to provide 71 parking spaces and one bike rack which will accommodate at least three bicycles.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers (ITE) figures estimate that this new 24-hour convenience store with fuel sales and automated car wash will generate 3,824 new vehicle trips per day.
- Based upon ITE data, the existing church/community center on this site would be expected to generate 717 weekday trips while the proposed new use would be expected to generate a 4,541 trips on weekdays.
- The intersection of E. Virginia Beach Boulevard and Raby Road is a signalized intersection, providing a safe traffic handling measure to accommodate the proposed high volume use of the site.
- The proposed site layout is able to manage high traffic volumes on the site by providing ample parking and drive aisle dimensions throughout the site without any dead-end drive aisles or choke points.
  - This should allow internal traffic flow to manage an incident like a stalled vehicle; providing motorist with various alternatives to move vehicles throughout the site without the risk of shutting down all internal traffic flow options whenever a potential incident occurs.

- E. Virginia Beach Boulevard adjacent to the site is not identified as a severely congested corridor in the current update to regional Hampton Roads Congestion Management analysis.
- Neither E. Virginia Beach Boulevard nor Raby Road adjacent to the site are identified priority corridors in the City of Norfolk *Bicycle and Pedestrian Strategic Plan*.

E. Historic Resources Impacts

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

F. Public Schools Impacts

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 site will be required to be approved through the Site Plan Review process including stormwater management and landscaping.

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

- An eight-foot tall masonry wall will be required to be installed and maintained along the northwest property line adjacent to the Crown Point townhomes, located within the required 10-foot buffer yard, with a 4-foot wide landscape area to be maintained between the masonry wall and the rear alleyway servicing the adjacent townhomes.
  - In total, a 10-foot wide minimum landscape buffer will be provided along the entire perimeter of the site, except where driveways provide access to the public right-of-way.
- A lighting plan will be required in order to ensure that no light glare will spill over onto the adjacent residential.
- Through the Site Plan Review process, the site will be evaluated by the Norfolk Police Department against modern CPTED (Crime Prevention through Environmental Design) principles in order to ensure that the site is designed so as to deter nefarious activity.
- The site has been designed to meet all *Zoning Ordinance* requirements in order to fully accommodate the proposed uses on the site.
- By requiring the proposed development to conform to the conditions listed below, granting the special exceptions should not have a negative effect on the surrounding area.

J. Payment of Taxes

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

K. Civic League

- Notice was sent to the Poplar Hall Civic League on August 10.

- A meeting has held between Planning Staff and the property management of the adjacent Crown Point Townhomes community on September 16.
  - This focus of the meeting was to address any potential site impacts, buffering and traffic concerns as they relate to the proposed development and the neighboring townhomes to the northwest.
  - The applicant has since worked directly with the Crown Point management to address their concerns through additional screening and buffering as well as adding a dedicated right-turn lane from Pleasant Valley Drive onto Raby Road.

L. Communication Outreach/Notification

- Legal notice was posted on the property on August 16.
- Letters were mailed to all property owners within 300 feet of the property on September 9.
- Legal notification was placed in *The Virginian-Pilot* on September 8 and September 15.

M. Recommendation

Staff recommends **approval** of the amendment to the City's Future Land Use map, the rezoning and the special exception requests subject to all of the following conditions:

24-Hour Convenience Store (with fuel sales) and Car Wash – Conditions

(a) The site shall be developed to reflect the general massing, materials, fenestration and design elements for the north, south, east and west sides of the principal building as shown in the elevations entitled "RECON 'B'," dated August 13, 2015, and "RECON Prototype Rendered Perspective," dated September 23, 2015, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(b) The site shall be generally designed in accordance with the conceptual site plan prepared by Timmons Group, dated October 25, 2016, attached hereto and marked as "Exhibit B," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes. No vehicular driveway shall be created on the site except where indicated on the conceptual site plan, as approved by the City.

(c) A dedicated right-turn lane shall be installed along the southern line of Pleasant Valley Drive abutting the property, at the point where Pleasant Valley Drive intersects the western line of Raby Road.

(d) Subject to any limitation or preemption that may exist by operation of state law, an oil/water separator or other device approved by the city's Department of Public Works sufficient to capture leaks or spills related to the operation of the facility shall be installed and a hazardous materials management plan shall be prepared and submitted to the Department of Planning detailing the

methods to be employed on the property in order to minimize the infiltration into groundwater or surface waters of petroleum-based materials or other waste associated with the dispensing and handling of fuel or other potentially hazardous liquids. The use allowed by this special exception shall not commence until after this management plan is approved. Once approved, the plan shall be fully and continuously implemented.

(e) A solid masonry wall not less than eight (8) feet in height shall be installed and maintained in the required landscape buffer area located along the northwest property line in order to screen the site from the adjacent residential dwellings. The wall shall be constructed of an earth-tone color complementary to the surrounding area as determined by staff during plan review. The side of the wall facing the adjacent property to the northwest shall be split-face masonry with a rough-side finish.

(f) A continuous landscape hedge shall be installed and maintained along the northwest side of the masonry wall described in condition (e), above, located between the masonry wall and the service alley of the adjacent townhomes.

(g) A minimum of five (5) bicycle parking spaces shall be provided on the site.

(h) All loading, unloading, opening, closing or other handling of building materials during the construction of the principal building, the car wash, or any portion of the fueling structures that occurs between 7:00 p.m. and 7:00 a.m. the following morning in such a manner as to cause noise across a residential real property boundary or within a noise sensitive zone at a level exceeding the sound level limits as set forth in section 26-1 of the Code of the City of Norfolk is prohibited.

(i) On-site lighting shall be directed and shielded so as to not cast glare onto any adjacent residential properties or public right-of-way.

(j) Dumpsters shall be gated and not visible from any public right-of-way, and will be screened with masonry walls that complement the proposed building.

(k) Not less than 50% of the building façade facing East Virginia Beach Boulevard and not less than 25% of the building façade facing Raby Road shall be maintained as transparent as defined in the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

(l) Notwithstanding any other regulations pertaining to temporary window signage within Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), no less than 85% of the glass areas of the ground floor of the building shall be transparent as defined in the Zoning Ordinance.

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

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

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

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

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

(r) No business license shall be issued until conditions (a), (b), (c), (d), (e) and (f) have all been implemented fully on the site.

Sale of Alcoholic Beverages for Off-Premises Consumption - Conditions

(a) The hours of operation for the sale of alcoholic beverages for off-premises consumption shall be limited to 6:00 a.m. until 12:00 a.m. midnight, seven days a week.

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

(c) No alcoholic beverages other than those defined as "beer," "wine," "wine cooler," or "low alcohol beverage cooler," as defined by state law, shall be sold.

(d) No alcoholic beverage having more than 21% alcohol by volume shall be sold.

(e) No beer shall be sold in any package containing fewer than six (6) bottles or cans and no wine shall be sold in containers less than 375 ml each.

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

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

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

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

(j) During all hours of operation, the establishment operator shall be responsible for maintaining those portions of public rights-of-way improved by sidewalk and portions of any parking lot adjacent to the premises regulated by the special exception so at to keep such areas free of litter, refuse, solid waste, snow, ice, and any bodily discharge.

(k) At all times, all temporary window signage must comply with the applicable regulations of Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Signs."

Attachments

Location Map
Future Land Use Map
Zoning Map
1000' Radii Map of similar alcoholic beverage establishments and Norfolk Public Schools
Applications
Site plan
Building elevations
Notification list of all property owners within 300 feet of the site
Notice to the Poplar Hall Civic League

Proponents and Opponents

Proponents

Grady Palmer – Representative
999 Waterside Drive
Norfolk, VA 23322

Michael Webb – Representative
1032 Philpotts Road
Norfolk, VA 23513

Jake Kahle
5320-5328 E. Virginia Beach Boulevard
Norfolk, VA 23502

Opponents

Tim Trant – On Behalf of Crown Point Townhomes
Kaufman & Canoles
150 West Main Street
Norfolk, VA 23510

10/27/16 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND THE CITY'S GENERAL PLAN, PLANORFOLK2030, SO AS TO CHANGE THE LAND USE DESIGNATION FOR PROPERTY LOCATED AT 5516 RABY ROAD FROM INSTITUTIONAL TO COMMERCIAL.

- - -

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

Section 1:- That the land use designation set forth in the City's general plan, plaNorfolk2030, for the property located at 5516 Raby Road is hereby changed from Institutional to Commercial. The property which is the subject of this change in land use designation is more fully described as follows:

> Property fronts 436 feet, more or less, along the northern line of East Virginia Beach Boulevard, 300 feet, more or less, along the western line of Raby Road, and 273 feet, more or less, along the southern line of Pleasant Valley Road; premises numbered 5516 Raby Road.

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

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

10/24/2016 lds

Form and Correctness Approved: BAP

By _____
Office of the City Attorney

Contents Approved: MM.S.

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 5516 RABY ROAD FROM IN-1 (INSTITUTIONAL) DISTRICT TO C-2 (CORRIDOR COMMERCIAL) DISTRICT.

- - -

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

Section 1:- That the property located at 5516 Raby Road is hereby rezoned from IN-1 (Institutional) to C-2 (Corridor Commercial) District. The property which is the subject of this rezoning is more fully described as follows:

> Property fronts 436 feet, more or less, along the northern line of East Virginia Beach Boulevard, 300 feet, more or less, along the western line of Raby Road, and 273 feet, more or less, along the southern line of Pleasant Valley Road; premises numbered 5516 Raby Road.

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

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

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

10/24/2016 lds

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved: M.S.

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF A CONVENIENCE STORE, 24-HOURS (WITH FUEL SALES) KNOWN AS "ROYAL FARMS" ON PROPERTY LOCATED AT 5516 RABY ROAD.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the operation of a Convenience Store, 24-hours (with fuel sales) known as "Royal Farms" on property located at 5516 Raby Road. The property which is the subject of this Special Exception is more fully described as follows:

Property fronts 436 feet, more or less, along the northern line of East Virginia Beach Boulevard, 300 feet, more or less, along the western line of Raby Road, and 273 feet, more or less, along the southern line of Pleasant Valley Road; premises numbered 5516 Raby Road.

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

(a) The site shall be developed to reflect the general massing, materials, fenestration and design elements for the north, south, east and west sides of the principal building as shown in the elevations entitled "RECON 'B'," dated August 13, 2015, and "RECON Prototype Rendered Perspective," dated September 23, 2015, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(b) The site shall be generally designed in accordance with the conceptual site plan prepared by Timmons Group, dated October 25, 2016, attached hereto and marked as "Exhibit B," subject to any revisions

required by the City to be made during the Site Plan Review and building permit plan review processes. No vehicular driveway shall be created on the site except where indicated on the conceptual site plan, as approved by the City.

(c) A dedicated right-turn lane shall be installed along the southern line of Pleasant Valley Drive abutting the property, at the point where Pleasant Valley Drive intersects the western line of Raby Road.

(d) Subject to any limitation or preemption that may exist by operation of state law, an oil/water separator or other device approved by the city's Department of Public Works sufficient to capture leaks or spills related to the operation of the facility shall be installed and a hazardous materials management plan shall be prepared and submitted to the Department of Planning detailing the methods to be employed on the property in order to minimize the infiltration into groundwater or surface waters of petroleum-based materials or other waste associated with the dispensing and handling of fuel or other potentially hazardous liquids. The use allowed by this special exception shall not commence until after this management plan is approved. Once approved, the plan shall be fully and continuously implemented.

(e) A solid masonry wall not less than eight (8) feet in height shall be installed and maintained in the required landscape buffer area located along the northwest property line in order to screen the site from the adjacent residential dwellings. The wall shall be constructed of an earth-tone color complementary to the surrounding area as determined by staff during plan review. The side of the wall facing the adjacent property to the northwest shall be split-face masonry with a rough-side finish.

(f) A continuous landscape hedge shall be installed and maintained along the northwest side of the masonry wall described in condition (e), above, located between the masonry wall and the service alley of the adjacent townhomes.

(g) A minimum of five (5) bicycle parking spaces shall be provided on the site.

(h) All loading, unloading, opening, closing or other handling of building materials during the construction of the principal building, the car wash, or any portion of the fueling structures that occurs between 7:00 p.m. and 7:00 a.m. the following morning in such a manner as to cause noise across a residential real property boundary or within a noise sensitive zone at a level exceeding the sound level limits as set forth in section 26-1 of the Code of the City of Norfolk is prohibited.

(i) On-site lighting shall be directed and shielded so as to not cast glare onto any adjacent residential properties or public right-of-way.

(j) Dumpsters shall be gated and not visible from any public right-of-way, and will be screened with masonry walls that complement the proposed building.

(k) Not less than 50% of the building façade facing East Virginia Beach Boulevard and not less than 25% of the building façade facing Raby Road shall be maintained as transparent as defined in the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

(l) Notwithstanding any other regulations pertaining to temporary window signage within Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), no less than 85% of the glass areas of the ground floor of the building shall be transparent as defined in the Zoning Ordinance.

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

(n) During all hours of operation the establishment operator shall be responsible for maintaining the property, those portions of public rights-of-way improved by sidewalk, and those portions of any parking lot adjacent to and used by customers of the premises regulated by the Special Exception so

at to keep such areas free of litter, refuse, and both solid and liquid waste.

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

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

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

(r) No business license shall be issued until conditions (a), (b), (c), (d), (e) and (f), have all been implemented fully on the site.

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

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

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

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

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

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

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

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

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

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

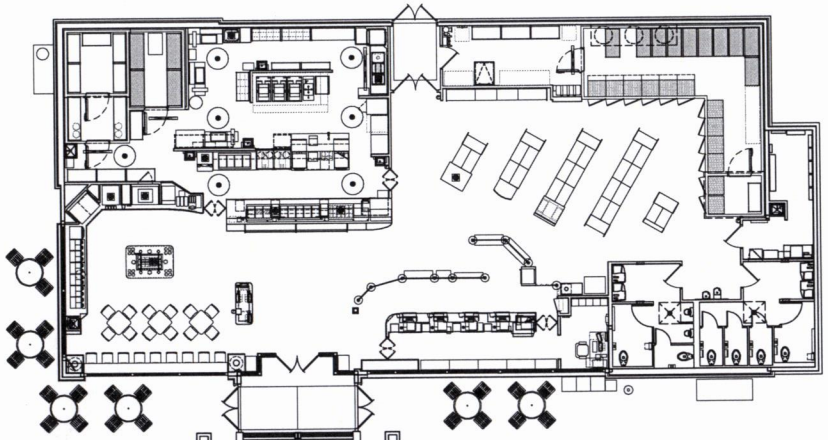
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

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

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

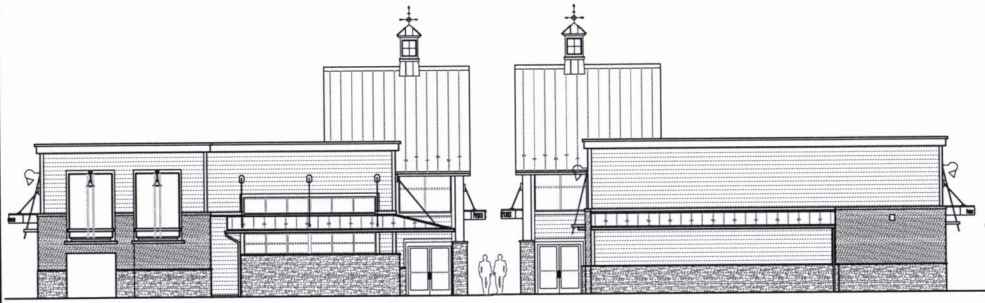
ATTACHMENTS:
Exhibit A (2 pages)
Exhibit B (1 page)

Exhibit A



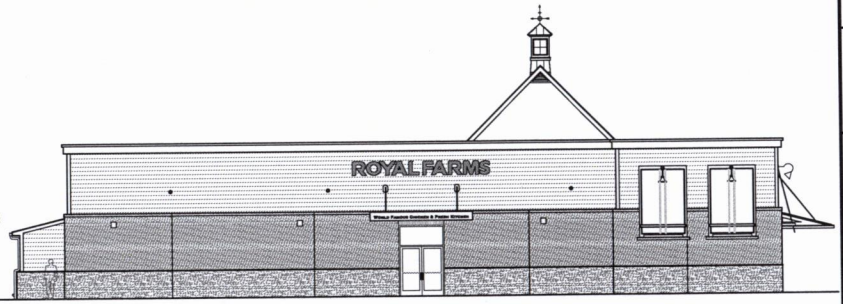
1 RECON 'B' - LEFT ENTRY PLAN - 5371 SQ. FT.
SCALE: 1/8" = 1'-0"

2 RECON 'B' LEFT ENTRY - FRONT ELEVATION
SCALE: 1/8" = 1'-0"



3 RECON 'B' LEFT ENTRY - LEFT ELEVATION
SCALE: 1/8" = 1'-0"

4 RECON 'B' LEFT ENTRY - RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



5 RECON 'B' LEFT ENTRY - REAR ELEVATION
SCALE: 1/8" = 1'-0"

REVISIONS

NO:	DATE:	COMMENT:	BY:

NOT APPROVED FOR CONSTRUCTION

PROJECT No.:	
DRAWN BY:	CAD
CHECKED BY:	TM
DATE:	09/13/19
SCALE:	NOTED
CAD FILE:	

PROJECT:
STANDARD SITE PLAN LAYOUTS
FOR
ROYALFARMS

RECON 'B'
LEFT ENTRY LAYOUT

SHEET TITLE:

SHEET NUMBER:

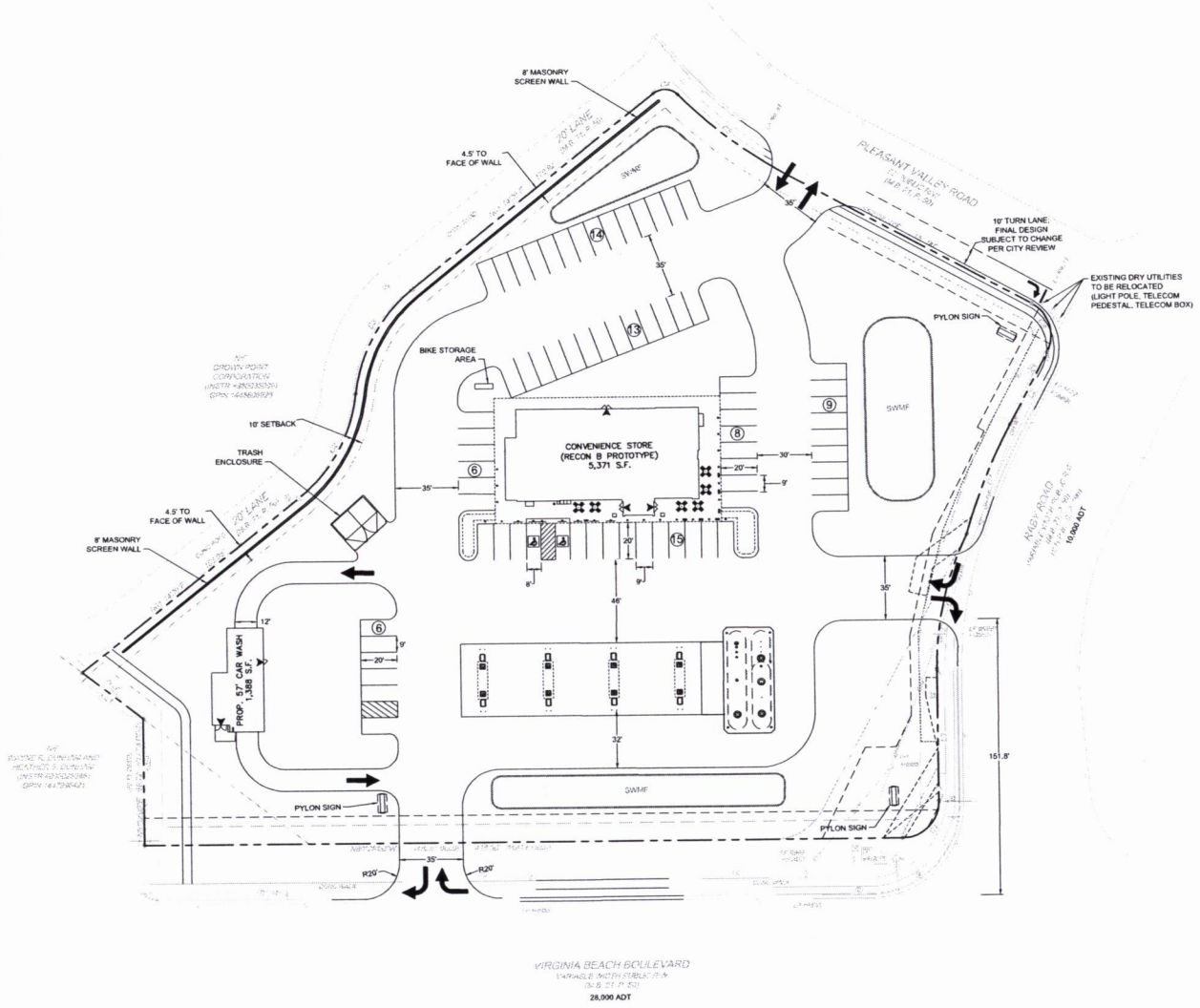
Exhibit A

ROYAL FARMS

RECON Prototype Rendered Perspective
September 23, 2015

RATCLIFFE
ARCHITECTS
10404 Stevenson Road · Stevenson, Maryland 21153
Phone 410-484-7010 · Fax 410-484-3619 · peter@ratcliffearchitects.com

Exhibit B



SITE SUMMARY:

PROPERTY ADDRESS:	5516 RABY ROAD, NORFOLK, VA 23501	
PROPERTY GPIN:	1447999561	
PROPERTY ZONING:	IN-1 (INSTITUTIONAL DISTRICT)	
PROPERTY ACREAGE:	TOTAL SITE = 3.216 AC (140,101 SF)	
PARKING:		
CONVENIENCE STORE (5,371 SF)	REQUIRED:	MIN.=54 SPACES (1/100 GSF) MAX.=68 SPACES (125% OF MINIMUM)
	PROVIDED:	71 SPACES (INCLUDING 2 ADA SPACES)
OPEN SPACE:		
SITE (140,101 SF)	REQUIRED:	14,010 SF (10% OF LOT AREA)
	PROVIDED:	54,710 SF

CONVENIENCE STORE - RABY ROAD

Conceptual Layout Exhibit - October 25, 2016

SCALE 1"=30'

0 30' 60'

TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

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 PERMIT THE OPERATION OF A CAR WASH NAMED "ROYAL FARMS" ON PROPERTY LOCATED AT 5516 RABY ROAD.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the operation of a car wash named "Royal Farms" on property located at 5516 Raby Road. The property which is the subject of this Special Exception is more fully described as follows:

Property fronts 436 feet, more or less, along the northern line of East Virginia Beach Boulevard, 300 feet, more or less, along the western line of Raby Road, and 273 feet, more or less, along the southern line of Pleasant Valley Road; premises numbered 5516 Raby Road.

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

(a) The site shall be developed to reflect the general massing, materials, fenestration and design elements for the north, south, east and west sides of the principal building as shown in the elevations entitled "RECON 'B'," dated August 13, 2015, and "RECON Prototype Rendered Perspective," dated September 23, 2015, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(b) The site shall be generally designed in accordance with the conceptual site plan prepared by Timmons Group, dated October 25, 2016, attached hereto and marked as "Exhibit B," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review

processes. No vehicular driveway shall be created on the site except where indicated on the conceptual site plan, as approved by the City.

(c) A dedicated right-turn lane shall be installed along the southern line of Pleasant Valley Drive abutting the property, at the point where Pleasant Valley Drive intersects the western line of Raby Road.

(d) Subject to any limitation or preemption that may exist by operation of state law, an oil/water separator or other device approved by the city's Department of Public Works sufficient to capture leaks or spills related to the operation of the facility shall be installed and a hazardous materials management plan shall be prepared and submitted to the Department of Planning detailing the methods to be employed on the property in order to minimize the infiltration into groundwater or surface waters of petroleum-based materials or other waste associated with the dispensing and handling of fuel or other potentially hazardous liquids. The use allowed by this special exception shall not commence until after this management plan is approved. Once approved, the plan shall be fully and continuously implemented.

(e) A solid masonry wall not less than eight (8) feet in height shall be installed and maintained in the required landscape buffer area located along the northwest property line in order to screen the site from the adjacent residential dwellings. The wall shall be constructed of an earth-tone color complementary to the surrounding area as determined by staff during plan review. The side of the wall facing the adjacent property to the northwest shall be split-face masonry with a rough-side finish.

(f) A continuous landscape hedge shall be installed and maintained along the northwest side of the masonry wall described in condition (e), above, located between the masonry wall and the service alley of the adjacent townhomes.

(g) A minimum of five (5) bicycle parking spaces shall be provided on the site.

(h) All loading, unloading, opening, closing or other handling of building materials during the construction of the principal building, the car wash, or any portion of the fueling structures that occurs between 7:00 p.m. and 7:00 a.m. the following morning in such a manner as to cause noise across a residential real property boundary or within a noise sensitive zone at a level exceeding the sound level limits as set forth in section 26-1 of the Code of the City of Norfolk is prohibited.

(i) On-site lighting shall be directed and shielded so as to not cast glare onto any adjacent residential properties or public right-of-way.

(j) Dumpsters shall be gated and not visible from any public right-of-way, and will be screened with masonry walls that complement the proposed building.

(k) Not less than 50% of the building façade facing East Virginia Beach Boulevard and not less than 25% of the building façade facing Raby Road shall be maintained as transparent as defined in the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

(l) Notwithstanding any other regulations pertaining to temporary window signage within Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), no less than 85% of the glass areas of the ground floor of the building shall be transparent as defined in the Zoning Ordinance.

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

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

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

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

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

(r) No business license shall be issued until conditions (a), (b), (c), (d), (e) and (f) have all been implemented fully on the site.

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

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

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

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

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

(e) The proposed use and development will be served adequately by essential public facilities and

services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools;

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

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

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

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

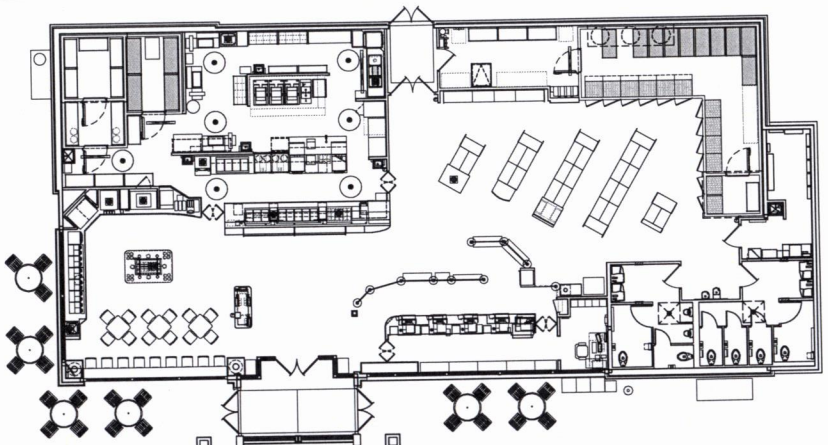
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

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

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

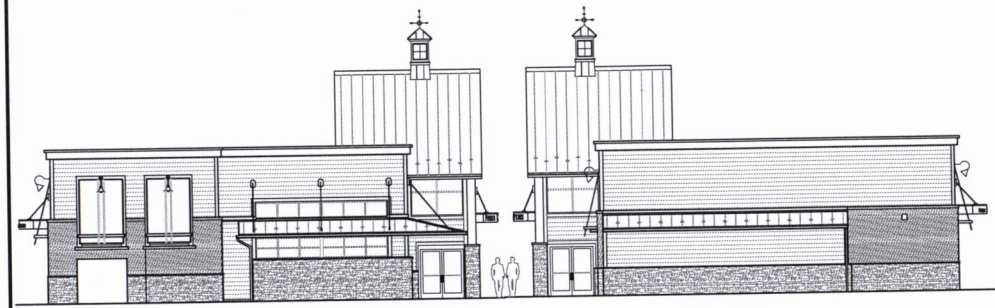
ATTACHMENTS:
Exhibit A (2 pages)
Exhibit B (1 page)

Exhibit A



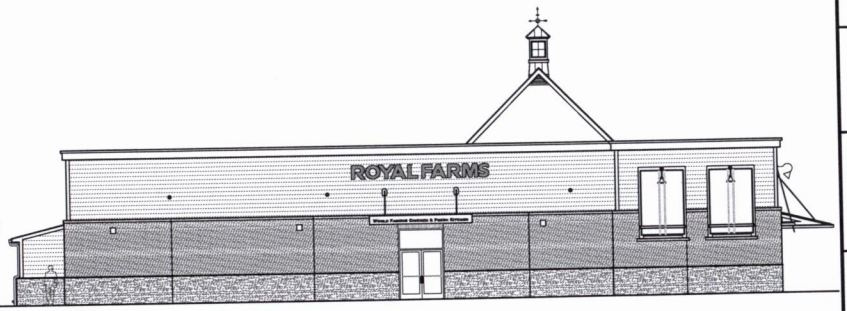
1 RECON 'B' - LEFT ENTRY PLAN - 5371 SQ. FT.
SCALE: 1/8" = 1'-0"

2 RECON 'B' LEFT ENTRY - FRONT ELEVATION
SCALE: 1/8" = 1'-0"



3 RECON 'B' LEFT ENTRY - LEFT ELEVATION
SCALE: 1/8" = 1'-0"

4 RECON 'B' LEFT ENTRY - RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



5 RECON 'B' LEFT ENTRY - REAR ELEVATION
SCALE: 1/8" = 1'-0"

REVISIONS

NO.	DATE	COMMENT	BY

NOT APPROVED FOR CONSTRUCTION

PROJECT No.:	
DRAWN BY:	CAD
CHECKED BY:	MM
DATE:	09/13/19
SCALE:	NOTED
CAD I.D.:	

PROJECT:
STANDARD SITE PLAN LAYOUTS
FOR
ROYALFARMS

RECON 'B'
LEFT ENTRY LAYOUT

SHEET TITLE:

SHEET NUMBER:

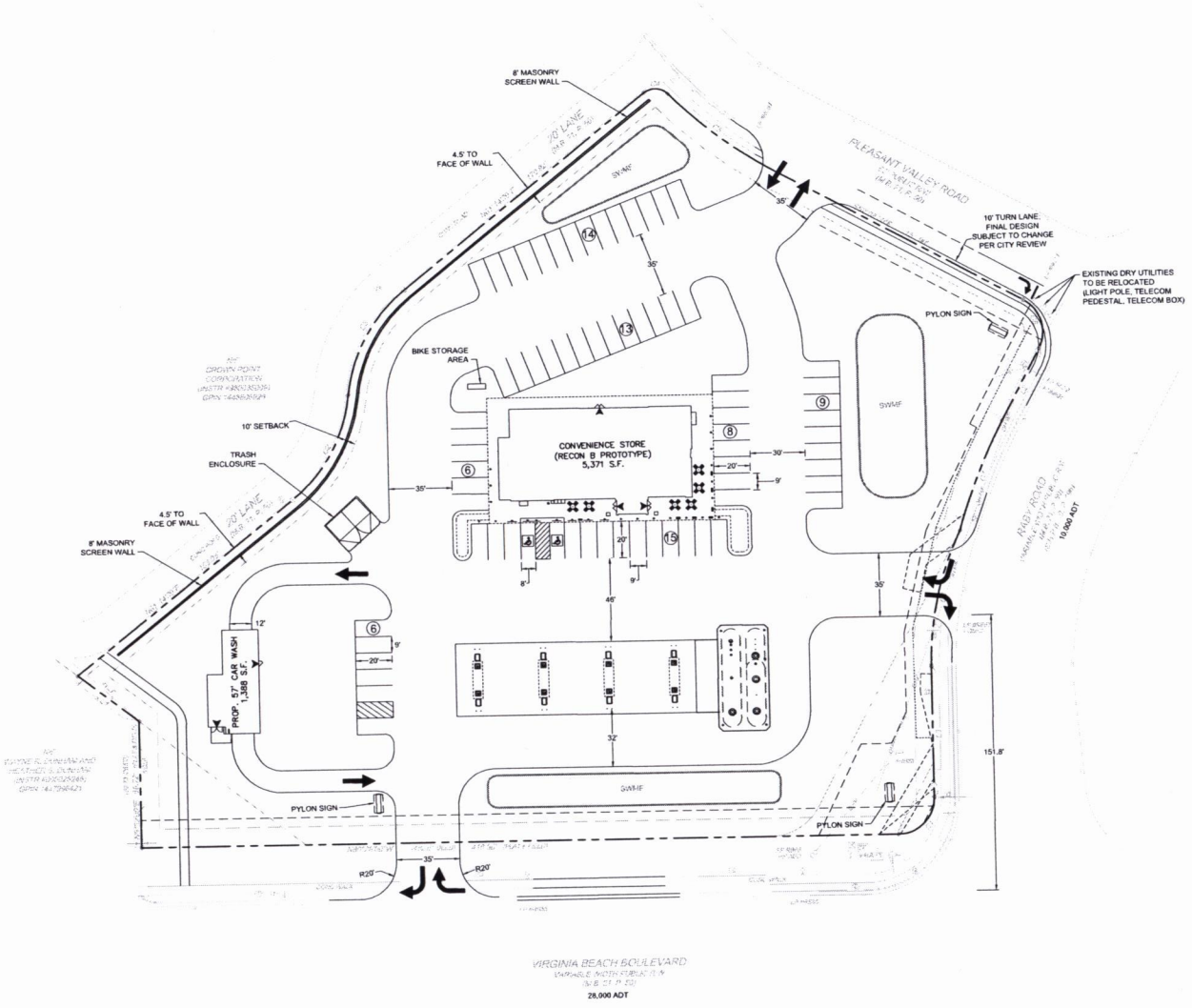
Exhibit A

ROYAL FARMS

RECON Prototype Rendered Perspective
September 23, 2015

RATCLIFFE
ARCHITECTS
10404 Stevenson Road · Stevenson, Maryland 21153
Phone 410-484-7010 · Fax 410-484-3619 · peter@ratcliffearchitects.com

Exhibit B



SITE SUMMARY:

PROPERTY ADDRESS:	5516 RABY ROAD, NORFOLK, VA 23501	
PROPERTY GPIN:	1447999561	
PROPERTY ZONING:	IN-1 (INSTITUTIONAL DISTRICT)	
PROPERTY ACREAGE:	TOTAL SITE = 3.216 AC (140,101 SF)	
PARKING:		
CONVENIENCE STORE (5,371 SF)	REQUIRED:	MIN.=54 SPACES (1/100 GSF) MAX.=68 SPACES (125% OF MINIMUM)
	PROVIDED:	71 SPACES (INCLUDING 2 ADA SPACES)
OPEN SPACE:		
SITE (140,101 SF)	REQUIRED:	14,010 SF (10% OF LOT AREA)
	PROVIDED:	54,710 SF

CONVENIENCE STORE - RABY ROAD

Conceptual Layout Exhibit - October 25, 2016

SCALE 1"=30'

0 30' 60'

TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

10/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: M.S.

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE SALE OF ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION AT AN ESTABLISHMENT KNOWN AS "ROYAL FARMS" ON PROPERTY LOCATED AT 5516 RABY ROAD.

- - -

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

Section 1:- That a Special Exception is hereby granted to Two Farms, Inc. authorizing the sale of beer and wine for off-premises consumption at an establishment known as "Royal Farms" on property located at 5516 Raby Road. The property which is the subject of this Special Exception is more fully described as follows:

Property fronts 436 feet, more or less, along the northern line of East Virginia Beach Boulevard, 300 feet, more or less, along the western line of Raby Road, and 273 feet, more or less, along the southern line of Pleasant Valley Road; premises numbered 5516 Raby Road.

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

(a) The hours of operation for the sale of alcoholic beverages for off-premises consumption shall be limited to 6:00 a.m. until 12:00 a.m. midnight, seven days per week.

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

(c) No alcoholic beverages other than those defined as "beer," "wine," "wine cooler," or "low alcohol beverage cooler," as defined by state law, shall be sold.

(d) No alcoholic beverage having more than 21% alcohol by volume shall be sold.

(e) All beer sold for off premises consumption shall be in a package containing a minimum of six (6) bottles or cans and all wine shall be sold in containers with a minimum of 375 ml each.

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

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

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

(i) A copy of this Special Exception ordinance and "Exhibit A" shall be available on site at all times for inspection, and a notice indicating that this Special Exception ordinance and all amendments are kept on the premises and are available for review

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

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

(k) At all times, all temporary window signage must comply with the applicable regulations of Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Signs."

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

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

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

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

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

neighboring property in accordance with the applicable district regulations;

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

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

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

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

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

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

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

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

ATTACHMENT:
Exhibit A (2 pages)

EXHIBIT "A"
Description of Operations
Off-Premises Sale of Alcoholic Beverage

Date of Application: 8/2/16

Name of business: Two Farms Inc. t/a Royal Farms

Address of business: 3611 Roland Ave, Baltimore, MD 21211

Name(s) of business owner(s)*: Royal Farms

Name(s) of property owner(s)*: The Salvation Army

Name(s) of business manager(s)/operator(s): TBD

Daytime telephone number ( ) (410) 889-0200

*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 24 Hours	To		Weekday	From ~~24 Hours~~ 6 AM	To	midnight
Friday	From 24 Hours	To		Friday	From ~~24 Hours~~ 6 AM	To	"
Saturday	From 24 Hours	To		Saturday	From ~~24 Hours~~ 6 AM	To	"
Sunday	From 24 Hours	To		Sunday	From ~~24 Hours~~ 6 AM	To	"

2. Type of alcoholic beverage applied for:
☑ Beer ☑ Wine ☐ Mixed Beverage

3. Alcoholic beverages to be sold:
☑ Room temperature ☑ Refrigerated

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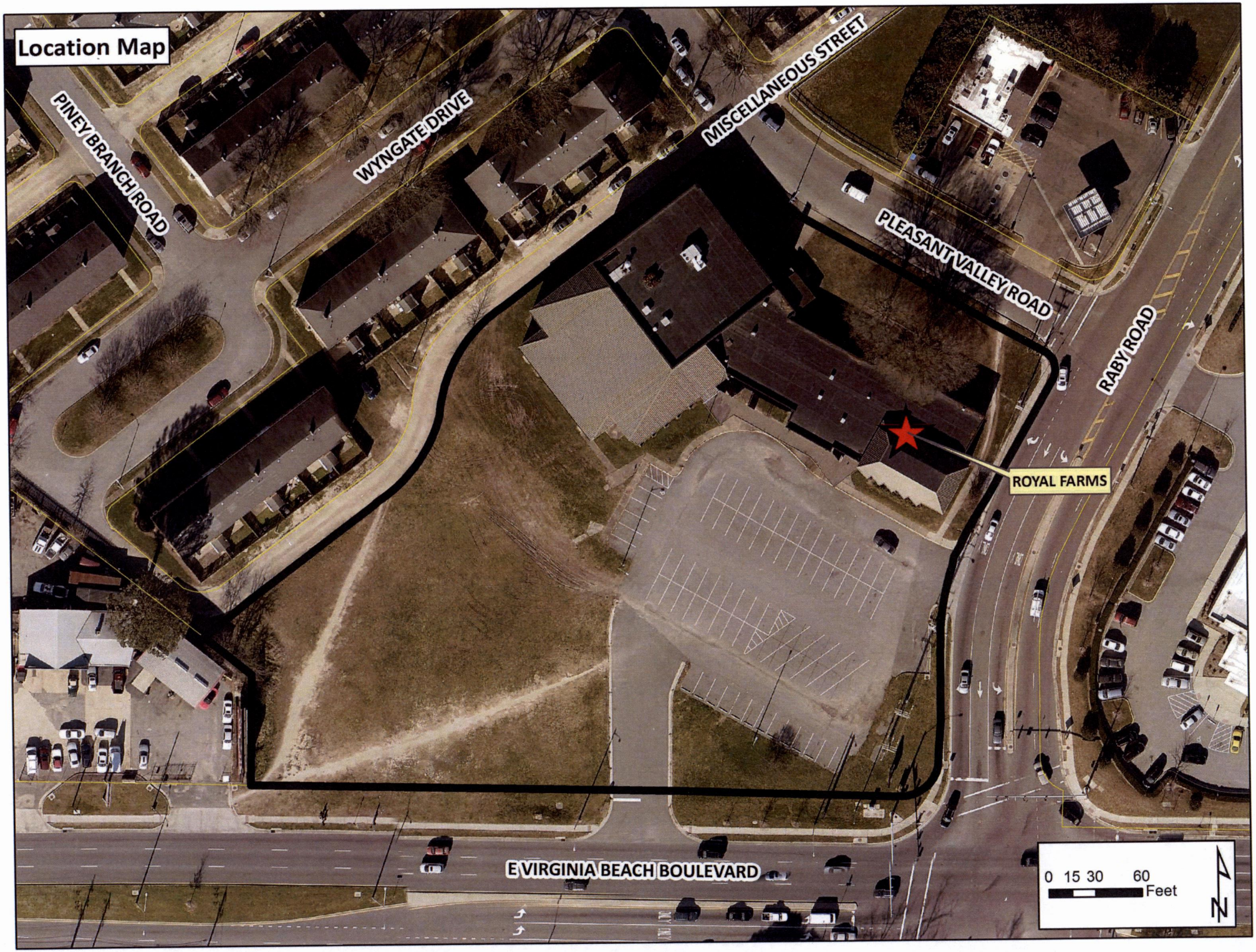
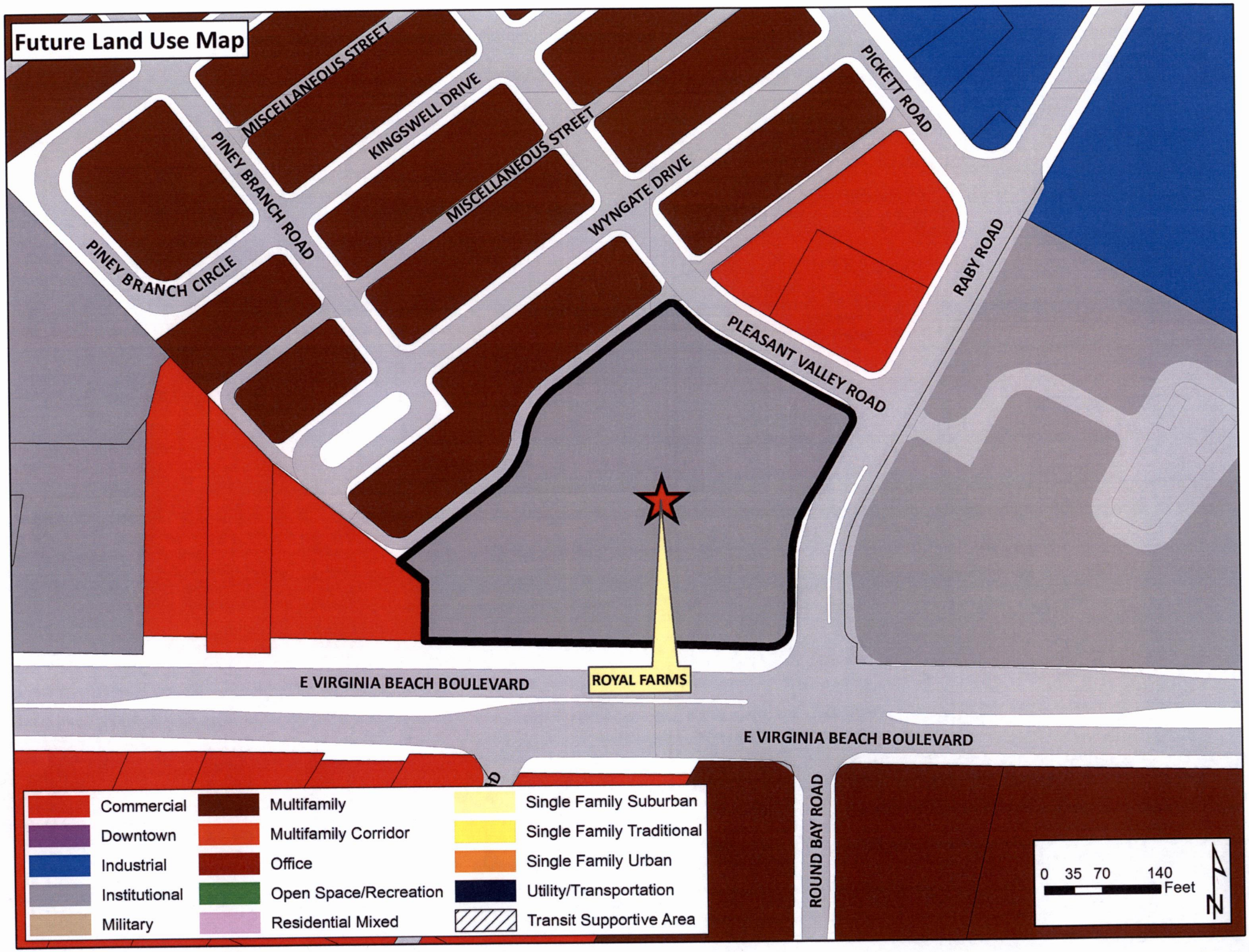
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January, 2015)

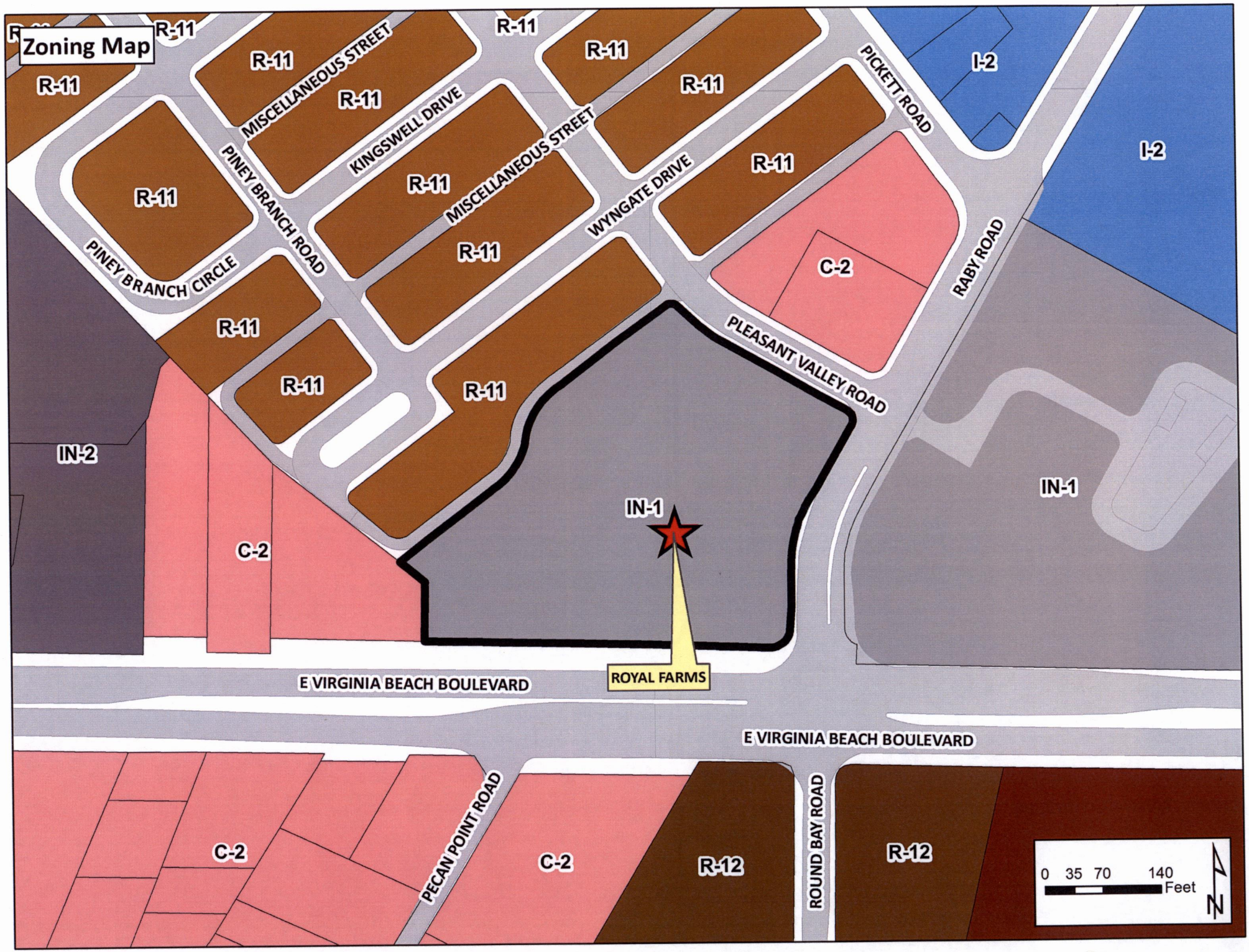
4. As a general rule, the City does not approve selling beer in a single-sized serving container or selling wine in a bottle that is less than 375 milliliters. If you are seeking approval to sell servings that do not meet these criteria, please explain your justification as well as indicate what sizes you would sell:

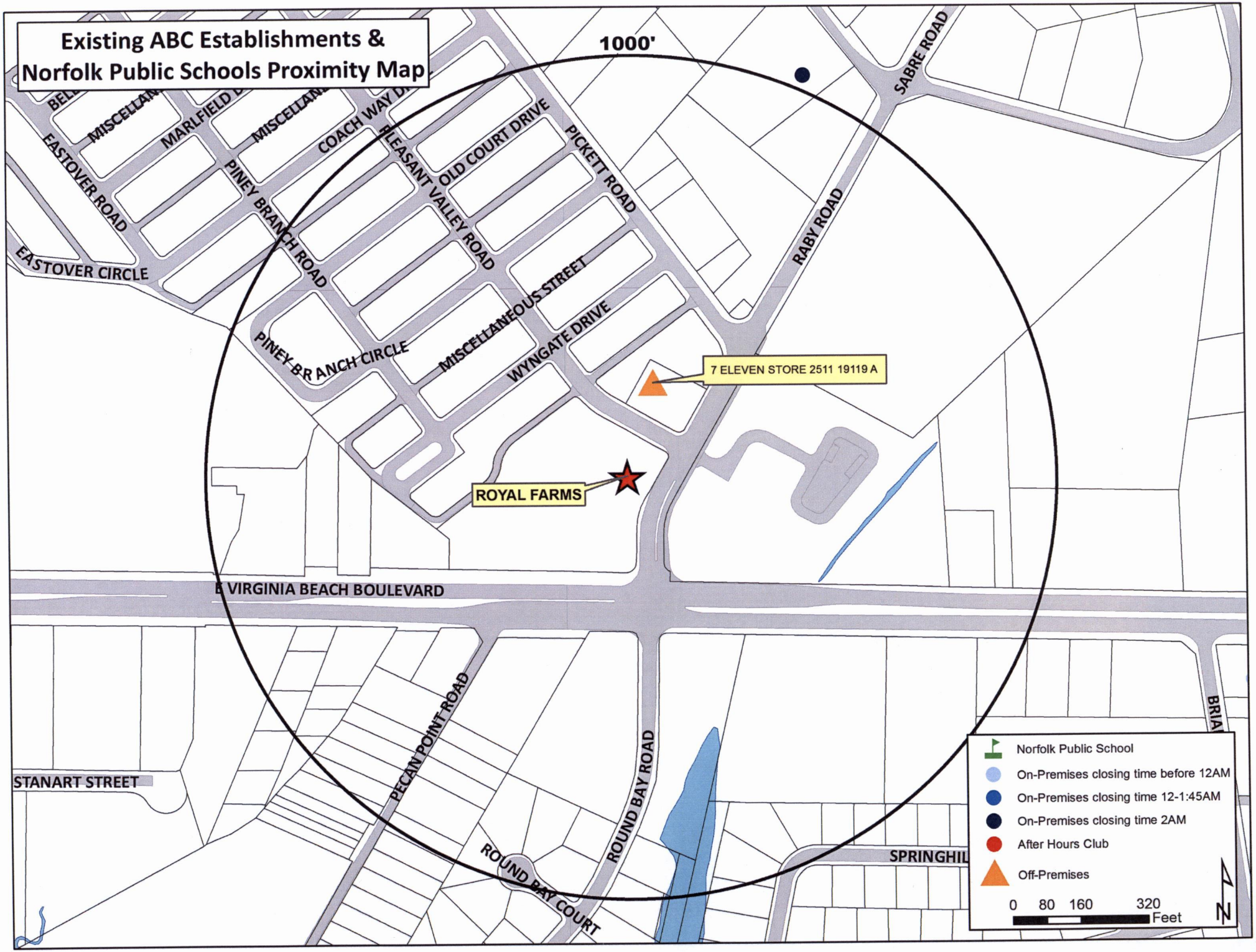
Signature of applicant/owner

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


Location Map
PINEY BRANCH ROAD
WYNGATE DRIVE
MISCELLANEOUS STREET
PLEASANT VALLEY ROAD
RABY ROAD
ROYAL FARMS
E VIRGINIA BEACH BOULEVARD
0 15 30 60
Feet
N


Future Land Use Map
MISCELLANEOUS STREET
KINGSWELL DRIVE
PINEY BRANCH ROAD
PINEY BRANCH CIRCLE
MISCELLANEOUS STREET
WYNGATE DRIVE
PICKETT ROAD
RABY ROAD
PLEASANT VALLEY ROAD
ROYAL FARMS
E VIRGINIA BEACH BOULEVARD
E VIRGINIA BEACH BOULEVARD
ROUND BAY ROAD
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
Transit Supportive Area
0 35 70 140
Feet
N


Zoning Map
R-11
MISCELLANEOUS STREET
KINGSWELL DRIVE
PINEY BRANCH ROAD
PINEY BRANCH CIRCLE
WYNGATE DRIVE
PICKETT ROAD
RABY ROAD
PLEASANT VALLEY ROAD
I-2
C-2
IN-2
IN-1
ROYAL FARMS
E VIRGINIA BEACH BOULEVARD
PECAN POINT ROAD
ROUND BAY ROAD
R-12
0 35 70 140
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
SABRE ROAD
EASTOVER ROAD
MARLFIELD
MISCELLANEOUS
COACH WAY
PINEY BRANCH ROAD
PLEASANT VALLEY ROAD
OLD COURT DRIVE
PICKETT ROAD
RABY ROAD
EASTOVER CIRCLE
PINEY BRANCH CIRCLE
MISCELLANEOUS STREET
WYNGATE DRIVE
7 ELEVEN STORE 2511 19119 A
ROYAL FARMS
E VIRGINIA BEACH BOULEVARD
PECAN POINT ROAD
ROUND BAY ROAD
ROUND BAY COURT
STANART STREET
SPRINGHIL
BRIA
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
CHANGE OF ZONING

Date of application: August 8, 2016

Change of Zoning

From: IN-1 **Zoning** **To:** C-2 **Zoning**

DESCRIPTION OF PROPERTY

Property location: (Street Number) 5516 (Street Name) Raby Road

Existing Use of Property: Vacant - Former Salvation Army Church and Community Center

Current Building Square Footage 31,335

Proposed Use 24 hour Convenience Store with Gas

Proposed Building Square Footage 5371

Trade Name of Business (If applicable) Two Farms Inc. t/a Royal Farms

APPLICANT

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

1. Name of applicant: (Last) Pecci (First) Chris (MI)

Mailing address of applicant (Street/P.O. Box): 101 Shocke Slip, Suite I

(City) Richmond (State) VA (Zip Code) 23219

Daytime telephone number of applicant ( ) 804-780-2333 Fax ( )

E-mail address of applicant: cpecci@adg-development.com

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

AUTHORIZED AGENT (if applicable)

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

2. Name of applicant: (Last) Allison (First) James (MI)

Mailing address of applicant (Street/P.O. Box): 5525 Raby Road

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

Daytime telephone number of applicant ( ) 757-502-4000 Fax ( )

E-mail address of applicant: james.allison@uss.salvationarmy.org

PROPERTY OWNER

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

3. Name of property owner: (Last) Seiler (First) James (MI)

Mailing address of property owner (Street/P.O. box): 1424 Northeast Expressway

(City) Atlanta (State) GA (Zip Code) 30329

Daytime telephone number of owner ( ) 404-728-1300 email: james.seiler@uss.salvationarmy.org

CIVIC LEAGUE INFORMATION

Civic League contact: Poplar Civic League / Marvin Rawls / (757) 651-9568 / poplarcivicleague@yahoo.com

Date(s) contacted: 7/6/16 @ 3:54 - via phone - introduced myself to Mr. Rawls and provided a brief overview of the project. Sent info on 7/12/16

Ward/Super Ward information: Mamie Johnson / Paul Riddick / Angelia Williams

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

Print name: THE SALVATION ARMY, A GEORGIA CORP. **Sign:** _____ / _____ / 7/28/2016
(Property Owner or Authorized Agent of Signature) JAMES K. SEILER, TREASURER (Date)

Print name: Chris Pecci **Sign:** _____ 7 / 13 / 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

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APPLICATION
SPECIAL EXCEPTION

Special Exception for: 24 Hour Operation

Date of application: August 8, 2016

DESCRIPTION OF PROPERTY

Property location: (Street Number) 5516 (Street Name) Raby Road

Existing Use of Property Vacant - Former Salvation Army Church and Community Center

Current Building Square Footage 31,335

Proposed Use

24 Hour Convenience Store with Gas

Proposed Square Footage 5371

Proposed Hours of Operation:

Weekday	From	24 Hours	To	
Friday	From	24 Hours	To	
Saturday	From	24 Hours	To	
Sunday	From	24 Hours	To	

Trade Name of Business (If applicable) Two Farms Inc. t/a Royal Farms

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(Revised January, 2015)

APPLICANT

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

1. Name of applicant: (Last) Pecci (First) Chris (MI)

Mailing address of applicant (Street/P.O. Box): 101 Shockoe Slip, Suite I

(City) Richmond (State) VA (Zip Code) 23219

Daytime telephone number of applicant ( ) 804-780-2333 Fax ( )

E-mail address of applicant: cpecci@adg-development.com

AUTHORIZED AGENT (if applicable)

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

2. Name of applicant: (Last) Allison (First) James (MI)

Mailing address of applicant (Street/P.O. Box): 5525 Raby Road

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

Daytime telephone number of applicant ( ) 757-502-4000 Fax ( )

E-mail address of applicant: james.allison@uss.salvationarmy.org

PROPERTY OWNER

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

3. Name of property owner: (Last) Seiler (First) James (MI)

Mailing address of property owner (Street/P.O. box): 1424 Northeast Expressway

(City) Atlanta (State) GA (Zip Code) 30329

Daytime telephone number of owner ( ) 404-728-1300 email: james.seiler@uss.salvationarmy.org

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Date(s) contacted: 7/6/16 @ 3:54 via phone / Introduced myself to Mr. Rawls and gave an overview of the project. Emailed info on 7/12/16.

Ward/Super Ward information: Mamie Johnson / Paul Riddick / Angelia Williams

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

Print name: JAMES K. SEILER, TREASURER **Sign:** _____ / 7/28/16
(Property Owner or Authorized Agent of Signature) (Date)

THE SALVATION ARMY, A GEORGIA CORP.

Print name: Chris Pecci **Sign:** _____ 7/ 13/ 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Car Wash

Date of application: August 8, 2016

DESCRIPTION OF PROPERTY

Property location: (Street Number) 5516 (Street Name) Raby Road

Existing Use of Property Vacant - Former Salvation Army Church and Community Center

Current Building Square Footage 31,335

Proposed Use

Car Wash

Proposed Square Footage 1388

Proposed Hours of Operation:

Weekday	From	24 Hours	To	
Friday	From	24 Hours	To	
Saturday	From	24 Hours	To	
Sunday	From	24 Hours	To	

Trade Name of Business (If applicable) Two Farms Inc. t/a Royal Farms

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
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(City) Richmond (State) VA (Zip Code) 23219

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E-mail address of applicant: cpecci@adg-development.com

AUTHORIZED AGENT (if applicable)

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

Daytime telephone number of applicant ( ) 757-502-4000 Fax ( )

E-mail address of applicant: james.allison@uss.salvationarmy.org

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Ward/Super Ward information: Mamie Johnson / Paul Riddick / Angelia Williams

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

Print name: Mark Israel **Sign:** Mark Israel / 8/11/16
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Chris Pecci **Sign:** Chris Pecci / 8/11/16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

National Capital & Virginia
Divisional Finance Board
✓ Approved
___ With Contingencies ___ Deferred
___ Recommend THQ Approval ___ Decline

AUG 11 2016

Chairman

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

APPLICATION
ADULT USE SPECIAL EXCEPTION
ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION

Date of Application: August 8, 2016

DESCRIPTION OF PROPERTY

Property location: (Street Number) 5516 (Street Name) Raby Road

Existing Use of Property Vacant - Former Salvation Army Church and Community Center

Current Building Square Footage 31,335

Proposed Use 24 hour Convenience Store with Gas

Proposed Building Square Footage 5371

Trade Name of Business (If applicable) Two Farms Inc. t/a Royal Farms

APPLICANT

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

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

Daytime telephone number of applicant (___) 757-502-4000 Fax (___) ____

E-mail address of applicant: james.allison@uss.salvationarmy.org

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3. Name of property owner: (Last) Seiler (First) James (MI) ____

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(City) Atlanta (State) GA (Zip Code) 30329

Daytime telephone number of owner (___) 404-728-1300 email: james.seiler@uss.salvationarmy.org

CIVIC LEAGUE INFORMATION

Civic League contact: Poplar Civic League / Marvin Rawls / (757) 651-9568 / poplarcivicleague@yahoo.com

Date(s) contacted: 7/6/16 @ 3:54 via phone - Introduced myself to Mr. Rawls and provided an overview of the project. Emailed info on 7/12/16

Ward/Super Ward information: Mamie Johnson / Paul Riddick / Angelia Williams

REQUIRED ATTACHMENTS:

- ✓ Required application fee, **$355.00** (if check, make payable to the City of Norfolk).
  - Application fee includes a non-refundable $5 technology surcharge.
- ✓ One 8½ x 14 inch or 11 x 17 inch copy of a physical survey, drawn to scale and showing site conditions and improvements (including portions of the right-of-way to the curb line):
  - Existing and proposed building structures
  - Driveways
  - Parking
  - Landscaping
  - Property lines (see attached example)
- ✓ One 8 ½ x 14 inch or 11 x 17 inch copy of a conceptual site plan drawn to scale and showing all proposed site improvements, landscaping, drive aisles and parking with dimensions, and proposed changes to parcel/property lines (including lease lines) if applicable.
- ✓ One 8½ inch X 11 inch copy of a floor plan drawn to scale showing where cold and/or room temperature alcoholic beverages will be sold. (see attached example).
- ✓ Completed Exhibit A, Description of Operations (attached).
- ✓ Please provide a brief description of the business (i.e., # of employees, current locations, type of restaurant, etc…).

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

THE SALVATION ARMY, A GEORGIA CORP.

Print name: THE SALVATION ARMY, A GEORGIA CORP. **Sign:** _____ / 7/28/2016
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Chris Pecci **Sign:** Chris Pecci 7 / 13 / 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
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Purpose of Rezoning

Applicant:	ADG Development, LLC
Property:	5516 Raby Road, Norfolk, VA
Project Name:	Convenience Store – Raby Road
GPIN:	Parcel ID 54 48
Date:	July 13, 2016

We are working to purchase the above referenced property from the Salvation Army for the purpose of building a 24-hour Convenience Store with gas and the sale of alcohol for Off-Premises Consumption. The building is currently vacant as the Salvation Army has relocated. The site is currently zoned Institutional District (IN-1) which does not allow for our intended use.

We are looking to have the property rezoned to Corridor Commercial District (C-2) which allows for gas stations, our intended use. The tenant, Royal Farms, promotes a culture of employee growth and retention. They employ 40-50 employees, 35-40% of them full time.

ROYAL
FARMS
TYPICAL CAR WASH

Royal Farms - Notification sent to all Property Owners within 300 feet

Property Owner	Property Address	Mailing Address		
Goldrich, Vicki E Et Als	931 Round Bay Rd	6477 College Park Sq Ste 306	Virginia Beach	VA
Heisler, Jenny L Living Trust	931 Pecan Point Rd	3536 Glen Arden Rd	Virginia Beach	VA
Heisler, Jenny L Living Trust	931 Pecan Point Rd	3536 Glen Arden Rd	Virginia Beach	VA
Icc Holding, Llc	5328 E Virginia Beach Blvd	6817 Gardner Dr	Norfolk	VA
Wl Realty, Llc	5359 E Virginia Beach Blvd	5359 E Virginia Beach Blvd	Norfolk	VA
Adams Outdoor Advertising Ltd	W S E Virginia Beach Blvd	5547 E Virginia Beach Blvd	Norfolk	VA
Abems & Associates	5335 E Virginia Beach Blvd	1553 S Military Hwy Ste 200	Chesapeake	VA
Vb Boulevard, Llc	5345 E Virginia Beach Blvd	1228 Ballentine Blvd	Norfolk	VA
Icc Holding Company, Llc	5320 E Virginia Beach Blvd	5328 E Virginia Beach Blvd	Norfolk	VA
Salvation Army, The	5525 Raby Rd	P O Box 388	Norfolk	VA
Crown Point Corporation	5371 Wyngate Dr	4029 Ironbound Rd Ste 200	Williamsburg	VA
7-Eleven, Inc	5520 Raby Rd	1722 Routh St Ste 1000	Dallas	TX
Maroulis, Thrasyvoulos T Et Al	N S Raby Rd	2516 Jasper Ct	Norfolk	VA
Dunham, Wayne R & Heather S	5334 E Virginia Beach Blvd	5334 E Virginia Beach Blvd	Norfolk	VA
Dunham, Wayne R & Heather S	5334 E Virginia Beach Blvd	5334 E Virginia Beach Blvd	Norfolk	VA
Salvation Army	5516 E Virginia Beach Blvd	P O Box 388	Norfolk	VA
D&M Garcia Family Trs Credit Shelter Trs	5329 E Virginia Beach Blvd	4004 Atlantic Ave Unit 910	Virginia Beach	VA

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, August 10, 2016 11:14 AM
To: 'Poplarhallcivicleague@yahoo.com'
Cc: Riddick, Paul; Williams, Angelia M.; Howard, Oneiceia; Simons, Matthew
Subject: new Planning Commission applications - 5516 Raby Road
Attachments: RoyalFarms_ABCoff.pdf; RoyalFarms_24hrs.pdf; RoyalFarms_rezon.pdf

Mr. Rawls,

Attached please find 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 conditional 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.

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

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

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **General Plan amendment to modify the Table of Contents within the City's general plan, *plaNorfolk2030*, to add *Vision 2100* and to incorporate the plan by reference within Appendix B of *plaNorfolk2030***

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-8**

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

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

III. **Request:** To amend *plaNorfolk2030* to adopt *Vision 2100*.

IV. **Applicant:** **City Planning Commission**

V. **Description:**

- *Vision 2100* is a very long range land use and development vision for Norfolk, providing an approach for addressing the growing challenge of sea level rise and other global trends, including population growth and aging infrastructure.
- *Vision 2100* was drafted during a year-long planning process that emphasized multi-departmental collaboration and extensive public input.
- *Vision 2100* will become a key document in guiding Norfolk's development and infrastructure decisions, providing input on land use changes and infrastructure decisions.

Staff point of contact: Jeremy E. Sharp 823-1087, jeremy.sharp@norfolk.gov.

Attachments:

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

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: October 27, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Jeremy Sharp, AICP

Staff Report	**Item No.** 1	
Applicant	**City Planning Commission**	
Request	**General Plan Amendment**	To modify the Table of Contents within the City's general plan, *plaNorfolk2030*, to add *Vision 2100* and to incorporate the plan by reference within Appendix B of *plaNorfolk2030*

A. Summary of Request

- This agenda item is to amend *plaNorfolk2030* to incorporate *Vision 2100*.
  - The proposed plan amendment will modify the Table of Contents to add *Vision 2100* and to incorporate the vision by reference into *plaNorfolk2030*.
- *Vision 2100* is a very long range land use and development vision for Norfolk, providing an approach for addressing the growing challenge of sea level rise and other global trends, including population growth and aging infrastructure.
  - Its overall vision is of Norfolk as the coastal community of the future.
- *Vision 2100* was drafted during a year-long planning process that emphasized multi-departmental collaboration and extensive public input.
  - The process began with steps to raise awareness of the challenges the City is facing and its overall goals regarding resilience.
  - The process continued with a series of well-attended asset mapping community meetings focused on identifying the people, places, things, and events that make Norfolk great and that need to be protected or perpetuated.
  - The process concluded with another series of well-attended visioning meetings where participants were tasked with creating a vision for the Norfolk of the 22nd Century and beyond.
- *Vision 2100* will become a key document in guiding Norfolk's development and infrastructure decisions.
  - Planning staff recommendations on all proposed plan and land use changes will incorporate *Vision 2100's* recommendations.
  - Other City departments and agencies will follow the plan's guidance related to future City investments and the construction of new infrastructure.

B. Plan Consistency

- The Promoting Environmental Sustainability chapter of *plaNorfolk2030* includes a goal calling for the City to prepare for the consequences of natural hazards as well as an

outcome calling for reduced risk and increased resilience to gradual and catastrophic events.
    - *Vision 2100* shares those goals and provides an overarching strategy for addressing those challenges.
- The Identifying Land Use Strategies and Promoting Environmental Sustainability chapters of *plaNorfolk2030* both include actions directing the City to evaluate the impact of sea level rise when reviewing development proposals, regulations, and budgets.
    - *Vision 2100* provides specific and detailed guidance for making such evaluations.

C. Zoning Analysis

Several of the actions found in *Vision 2100* provide guidance for incorporating resilience into the *Zoning Ordinance*.

D. Transportation Impacts

Several of the actions found in *Vision 2100* provide guidance for changes to the City's transportation system to make it more resilient.

E. Historic Resources Impacts

- Several of the actions found in *Vision 2100* address the challenges of preserving historic character in a rising water environment.
    - One action in particular calls on the City to develop a solution for sea level rise adaptation in historic neighborhoods that balances the competing needs of preservation and protection.

F. Public Schools Impacts

Several of the actions found in *Vision 2100* provide guidance for incorporating resilience into the City's decision-making process regarding public facilities like schools.

G. Environmental Impacts

Several of the actions found in *Vision 2100* provide guidance for improving the City's natural environment.

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

N/A

J. Payment of Taxes

N/A

K. Civic League

N/A

L. Coordination

This application and the draft language of *Vision 2100* have been coordinated with multiple city departments, including Communications and Technology, Neighborhood Development, Public Works, the Resilience Office, and the City Manager's Office.

M. Communication Outreach/Notification

- The *Vision 2100* planning process included nine community meetings between January and August 2016.
  - Numerous additional input meetings or presentations were hosted by other organizations, including civic leagues and advocacy groups.
- Legal notification was placed in The Virginian-Pilot on October 13 and 20.

N. Recommendation

Staff recommends that the requested amendments to *plaNorfolk2030* be **approved**.

Attachments:

Proposed text

Proponents and Opponents

Proponents
None

Opponents
None

10/31/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND THE CITY'S GENERAL PLAN, PLANORFOLK2030, SO AS TO ADOPT AND INCORPORATE "VISION 2100."

- - -

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

Section 1:- That the "Vision 2100" document, attached hereto and marked as "Exhibit A," is hereby adopted and the general plan, plaNorfolk2030, is hereby amended so as to incorporate "Vision 2100."

Section 2:- That the "Appendix B" section of the Table of Contents in plaNorfolk2030 is hereby modified to read as follows:

Appendix B. Plans, Policies and Supplements
City of Norfolk Chesapeake Bay Preservation Area Program Supplement
City of Norfolk Bicycle and Pedestrian Strategic Plan
Complete Streets Policy
City of Norfolk, Sand Management Plan
Vision 2100

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

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

ATTACHMENT:
Exhibit A (51 pages)

CONTENTS

CHAPTER 1: VISION AND INTRODUCTION

CHAPTER 2: IDENTIFYING LAND USE STRATEGIES

CHAPTER 3: CREATING AND MAINTAINING HEALTHY AND VIBRANT NEIGHBORHOODS

CHAPTER 4: PROVIDING TRANSPORTATION OPTIONS

CHAPTER 5: ENHANCING ECONOMIC VITALITY

CHAPTER 6: PROMOTING ENVIRONMENTAL SUSTAINABILITY

CHAPTER 7: ENSURING HOUSING CHOICES FOR ALL

CHAPTER 8: SUPPORTING LIFELONG LEARNING

CHAPTER 9: DELIVERING QUALITY COMMUNITY SERVICES

CHAPTER 10: ENJOYING DAILY LIFE

CHAPTER 11: PRESERVING OUR HERITAGE

CHAPTER 12: FOSTERING RESPONSIBLE REGIONAL COOPERATION

CHAPTER 13: IMPLEMENTING PLANORFOLK2030

RELATED REPORTS UNDER SEPARATE COVER

Appendix A. Existing Conditions Report

Appendix B. Plans, Policies and Supplements

City of Norfolk Chesapeake Bay Preservation Area Program Supplement
City of Norfolk Bicycle and Pedestrian Strategic Plan
Complete Streets Policy
Sand Management Plan (SMP) Guidance Document
Vision 2100

Appendix C. Previously adopted neighborhood plans:

A Plan for Downtown Norfolk 2020
A Strategic Plan for Southside
Broad Creek Revitalization and Implementation Plan Book
Central Hampton Boulevard Area Plan
Comprehensive Plan for the Military Highway Corridor
Fairmount Park Neighborhood Revitalization Implementation Plan
Greater Wards Corner Comprehensive Plan

NORFOLKVISION2100

OPPORTUNITY. COLLABORATION. VISION.

Opportunity	Collaboration	Vision
The challenge of sea level rise provides opportunity to transform Norfolk into a resilient waterfront community	Collective brainpower drives adaptation solutions and new ways of thinking	Norfolk is THE coastal community of the future

Designing the Coastal Community of the Future

By working with residents, the City of Norfolk is building a long-term strategy to address the flooding challenges due to sea level rise. How we use land today helps ensure the opportunity that Norfolk will be a dynamic, water-based community into the next century.

Designing New Urban Centers

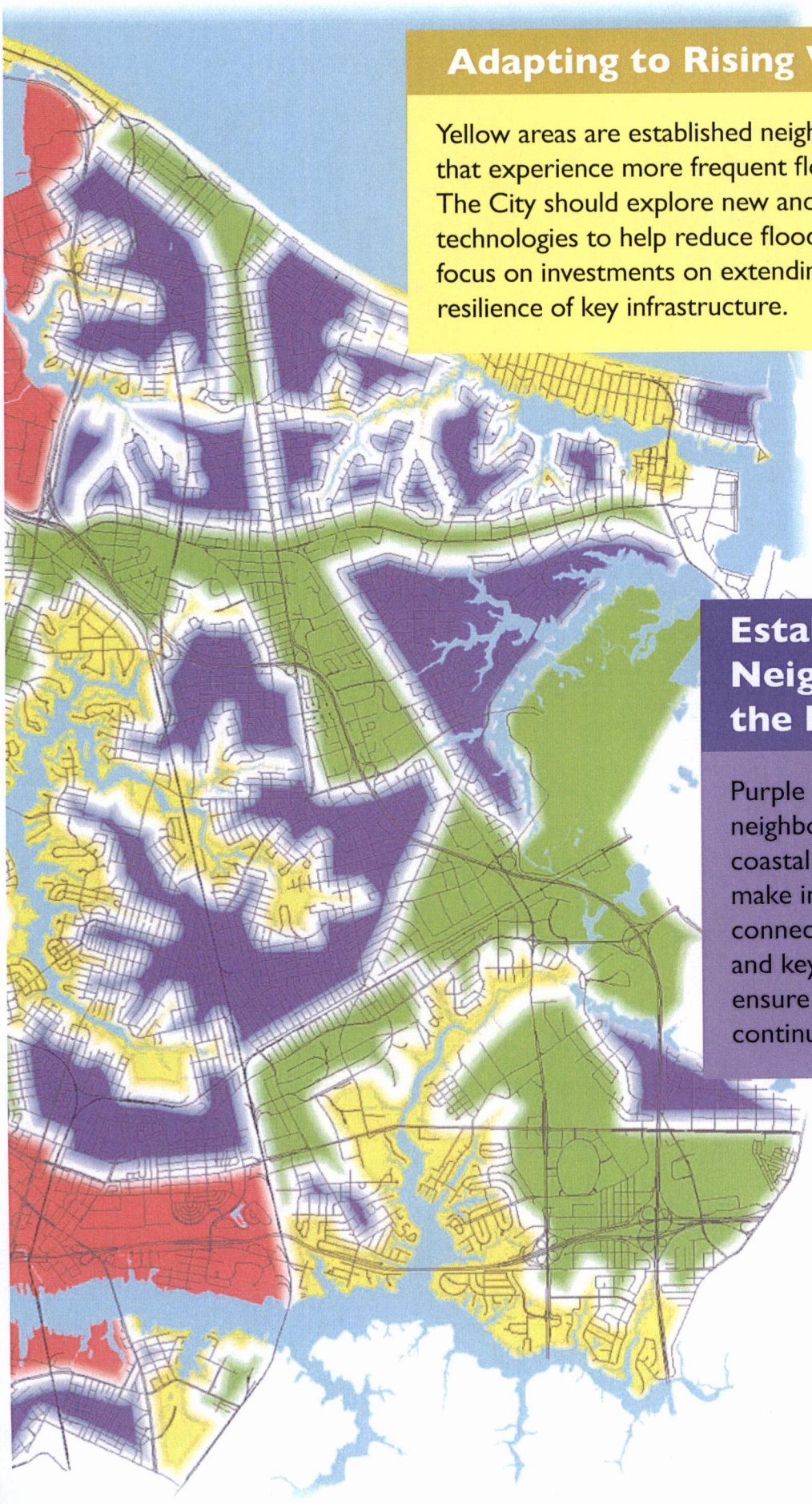
Green areas are at low-risk of coastal flooding and have great potential for high density, mixed-use and mixed income development. These areas are prime opportunities for creating walkable, bikeable, transit-rich communities. The City should encourage transformational development in these areas.

Enhancing Economic Engines

Red areas are home to key economic assets that are essential to the city's future. Land use policy and infrastructure investments to protect these areas should encourage additional dense mixed-use development in these areas.

THE CITY OF NORFOLK

Find more information at www.norfolk.gov/vision2100



Adapting to Rising Waters

Yellow areas are established neighborhoods that experience more frequent flooding. The City should explore new and innovative technologies to help reduce flood risk and focus on investments on extending the resilience of key infrastructure.

Establishing Neighborhoods of the Future

Purple areas are established neighborhoods at less-risk of coastal flooding. The City should make investments that improve connections between these areas and key economic assets to ensure that these neighborhoods continue to thrive.

ACTION ITEMS:

CITYWIDE – Designing the coastal community of the future

Action 1: Focus major infrastructure investments in the most resilient areas

Action 2: Improve transportation connections

Action 3: Be a model for responsibly addressing resilience

Action 4: Create tools and incentives to develop a more resilient housing market

Action 5: Seize the economic opportunities of emerging resilience-based industries

RED AREAS – Enhancing economic engines

Action 1: Expand the flood protection system

Action 2: Build a comprehensive, 24-hour transportation network

Action 3: Transform less-intense uses into a denser, mixed-use pattern

Action 4: Diversify the housing options available to residents

Action 5: Strengthen and increase economic diversity

YELLOW AREAS – Adapting to rising waters

Action 1: Exploit new and innovative technologies to reduce flood risk to the built environment

Action 2: Focus infrastructure investments on improvements that extend resilience

Action 3: Educate residents about the risk of recurrent flooding

Action 4: Develop mechanisms to allow property owners to recoup economic value lost to water rise

Action 5: Develop a solution for sea level rise adaptation in historic neighborhoods

GREEN AREAS – Designing new urban centers

Action 1: Outline a transit-centric land use and infrastructure pattern to support new urban centers

Action 2: Build the infrastructure necessary to support new urban centers

Action 3: Make realizing the long-term vision for these areas the central factor in all development decisions

Action 4: Capitalize on the opportunity to create a model urban form of development in these areas

PURPLE AREAS – Establishing neighborhoods of the future

Action 1: Improve connections to the city's key assets

Action 2: Prioritize infrastructure investments that enhance neighborhood attractiveness

Action 3: Maintain housing affordability while improving economic value

Action 4: Redevelop underperforming commercial and multifamily residential properties

This document provides a complete accounting of the *Vision 2100* planning effort, which resulted from the combined efforts of many members of the City of Norfolk staff, elected and appointed officials, and interested residents and community groups. Among them include staff from the Departments of City Planning, Communications and Technology, and Neighborhood Development, and from the Resilience Office and the City Manager's Office; members of the Norfolk City Council and Norfolk City Planning Commission; and more than 500 participants from the general public. Without the collaboration of all of these individuals, this vision would not have been possible. Additionally, none of this work would have been possible without the assistance and inspiration of the Rockefeller Foundation.

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OPPORTUNITY.
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VISION.

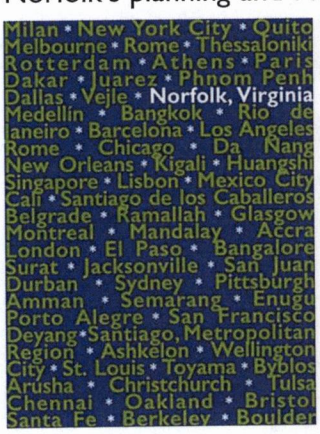
OPPORTUNITY – WHY VISION 2100?

Norfolk's comprehensive plan, *plaNorfolk2030*, details the City's vision and provides city leaders with guidance across a full range of topics, ranging from transportation and economic development to historic preservation and environmental sustainability. However, its 20-year timeframe, combined with the fact that the City is 97% developed, limits *plaNorfolk2030's* potential for inspiring bold change. Indeed, the plan's vision statement focuses on the steps needed to preserve and maintain the elements that make Norfolk a great city today. Given the growing challenges of sea level rise, aging infrastructure, population growth, and an uncertain regional and global economy, a vision focused on preserving the City as it is today does not provide the broad guidance that will be needed to both weather and meet the challenges of tomorrow. *Vision 2100* seeks to fill that gap.

BACKGROUND

In 2013, the City of Norfolk was selected by the Rockefeller Foundation to be among the 33 global cities in the first cohort of the 100 Resilient Cities (100RC) network. This high honor recognized the City's longstanding leadership in addressing the potential impacts of climate change – sea level rise in particular – in the coastal environment. Membership in the 100RC network enables city leaders to access the enormous resources of the Rockefeller Foundation as they work to develop a concrete strategy for guiding the City through the oncoming challenges. Accessing those resources led directly to the initiation of the *Vision 2100* process.

The initial concept for *Vision 2100* resulted from a 100RC conference convened specifically to discuss ways to incorporate resilience into the comprehensive plan and the zoning ordinance. Norfolk's planning and resilience staff had become mired in a singular challenge – faced with far

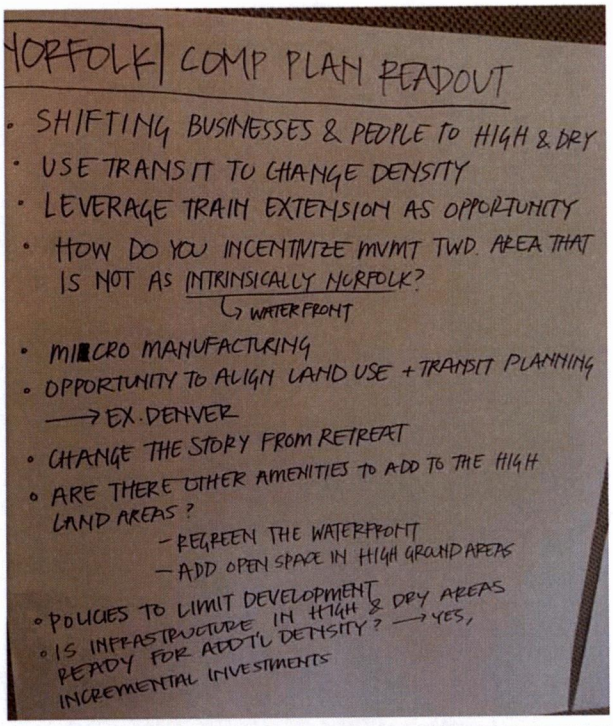


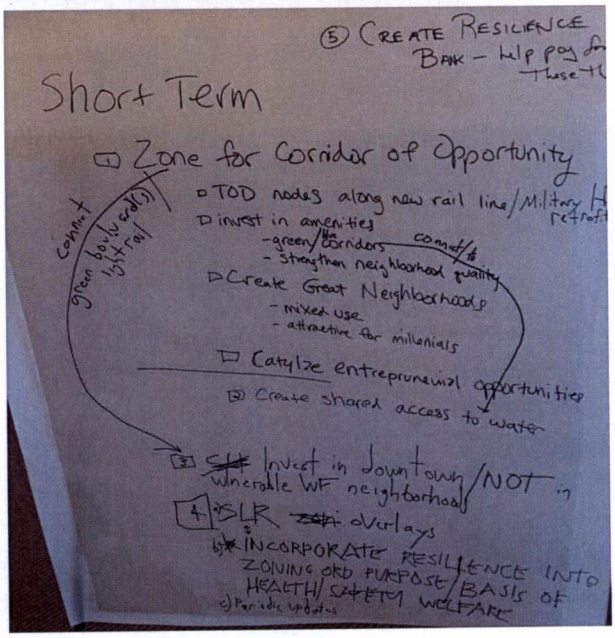
Norfolk's participation in the 100 Resilient Cities network inspired *Vision 2100* while the resilience strategy provided key guidance for *Vision 2100's* actions

too limited resources to harden all of its 144 miles of coastline against the threat of sea level rise, how could the City determine which of its many stable, well-kept coastal neighborhoods were to be "protected" and which the City would "retreat" from? City leaders had begun to view the solution as only including those two options. The conference's participants, presented with this dilemma, chose not to provide an answer.

Instead, the participants suggested that Norfolk was not facing a dilemma at all, it was facing an opportunity – an opportunity to reimagine the City for the 22nd Century. They noted that while some areas of the City were at risk, many others, due to their elevation and the existing flood control infrastructure, were not. They further noted that many of the City's higher-ground areas are developed at less-than-ideal densities and with less-than-ideal uses, covered with sprawling parking lots and underutilized retail and warehouse buildings. It was suggested that while a strategy was needed for maintaining the at-risk areas, a concurrent strategy was also needed for re-imagining – even intensifying – the higher ground.

Norfolk's staff returned to the City with a new challenge – creating a vision for its long-term future that looked at the entire City, not just those areas at risk due to sea level rise, but also those that could bear the burden of redevelopment and all of the areas in between. They were challenged with not only identifying how and where shoreline protection strategies could to be employed but also with identifying how and where the best elements of the City – the things that make Norfolk great – could be replicated on higher ground. Thus, *Vision 2100* was born.





Notes from the 100 Resilient Cities conference that led to the initiation of the *Vision 2100* process

WHY PLAN FOR 2100 NOW?

Being more than 80 years in the future – far further out than the typical 20-30 year land use planning horizon – 2100 is hard for today's Norfolk residents to imagine. Why look so far into the future? There are three reasons for doing so:

1. Norfolk's world is changing. The prospect of sea level rise is a major consideration but so are the rapidly-changing global economy and the ever-evolving world political and military situations.
2. Norfolk's population is growing and should continue to do so through 2100 and beyond.
3. Norfolk's present-day infrastructure is aging and the 50- to 100-year infrastructure investments needed to respond to the changing world and support a growing population need to be well planned for both today and tomorrow.

Vision 2100 addresses each of these interrelated issues by providing a framework to guide decision making in the future.

The Changing World. Sea level rise projections are still in their infancy. While it is understood that the relative sea levels along Norfolk's coastline are rising – due to both global water rise and local land subsidence – the rate and extent of the rise remains uncertain.

Sea level projections for 2100 range from a rise of 1.6 feet above present-day levels – corresponding to the observed rise during the 20th Century – to as much as 7.5 feet above present-day levels. Some have even suggested that those figures are too conservative, suggesting a rise of ten feet or more could be possible. Such projections, though, are likely

The areas of Norfolk that would be in an AE flood zone after three feet of sea level rise

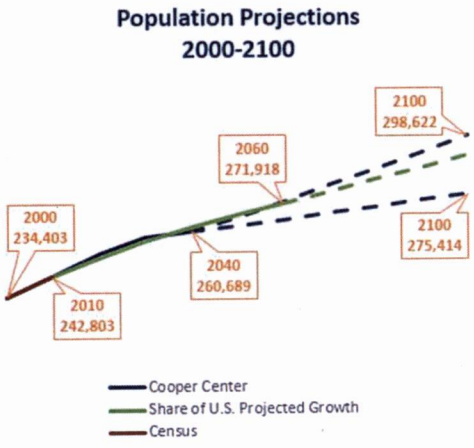
outliers and are therefore too extreme for the purposes of *Vision 2100*, which attempts to identify strategies that can be applied today that would impact Norfolk in 2100 and beyond.

Looking only at the two most conservative sea level rise projections, positing a potential rise between 1.6 and 2.6 feet by 2100, Norfolk could be expected to experience an inundation of 3-5% of its currently-dry land – meaning that about 1,500 acres would be under water – for at least some portion of the day – on a daily basis. More significantly, such a projected rise in relative sea levels could place 27-48% of the City in a high-risk (AE or greater) flood zone, meaning over 13,000 acres of land would be within the area designated by FEMA as having a 1% annual chance of inundation by flood waters – at much greater risk of experiencing a flood during one of the many hurricanes or nor'easters that affect the region. For comparison, about 5,400 acres, 15%, are in a high-risk flood zone today.

Population Growth. Norfolk's population is growing. After declining from its 1970 peak of 307,951 to 234,403 in 2000, Norfolk has slowly added residents, reaching a 2015 estimated population of 246,393. Given the broad, and growing, national trend of American inner cities gaining population relative to their suburbs, Norfolk's population should continue to grow.

The official population projections for Virginia estimate Norfolk's population reaching 260,000 by 2040. Going further into the future, depending on the data source and extrapolation method, Norfolk's population could be somewhere between 275,000 and 300,000 by 2100.

Accommodating such a population, at current household sizes, would require as many as



Population projections for Norfolk through 2100, based on U.S. Census, and Weldon Cooper Center data

20,000 additional housing units beyond the current housing stock, a figure that does not account for the regular ongoing replacement that is required to maintain the quality of any city's overall housing stock. While these figures don't consider the potential impact of sea level rise or another similar shock or stress that could cause the population to decline once more, it is clear that Norfolk will continue to grow well into the future.

Infrastructure Needs. Finally, Norfolk is in need of substantial infrastructure investments. Dozens of Norfolk's community facilities are over 50 years old, including nine of the City's 14 fire stations and more than 25 public schools. Renovating or replacing those facilities is very expensive – the cost of building a new elementary school can easily exceed $25 million and the cost of major renovations can match or exceed this amount.

Constructing new facilities to support the projected population growth will require even more investments, primarily in the form of new transportation and utility infrastructure to support higher densities in designated areas. The Tide light rail alignment, completed in 2011, cost $318 million to construct 7.4 miles.

THE DIFFERENCES BETWEEN SHOCKS AND STRESSES

The primary purpose of *Vision 2100* is to provide a new resilient framework to guide decision-making in the future. The vision's guidance will help Norfolk weather both the shocks and the stresses that the City will have to face in the coming decades. But what is meant by shock, and what is meant by stress? 100RC defines each:

- Shocks are single-event disasters, such as fires, earthquakes, or storms. A major hurricane striking Norfolk would be considered a shock, as its direct impacts would exit with the storm, leaving the City to recover in relative calm.
- Stresses pressure a city on a daily or recurring basis, such as an overtaxed transportation system, endemic violence, or high unemployment. The daily or bi-monthly impacts of tidal flooding in certain areas of Norfolk would be considered a stress, as they have an ongoing impact that will continue to occur without mitigation.

At least one future extension is anticipated within the City, the cost of which could possibly exceed $1 billion.

NORFOLK'S RESILIENCE STRATEGY

Vision 2100 is part of an overall City strategy to address these challenges and more. It is one of the early steps and it aims to provide guidance for many other initiatives, but it is not the only effort underway to address resilience challenges in Norfolk.

In late 2015, as part of its commitment to the 100RC initiative, Norfolk completed a resilience strategy. This strategy is built around three main goals – one addressing coastal/environmental issues, one addressing economic issues, and one addressing social issues. Those goals are:

1. Design the Coastal Community of the Future
2. Create economic opportunity by advancing efforts to grow existing and new sectors
3. Advance initiatives to connect communities, deconcentrate poverty, and strengthen neighborhoods.

Under each goal is a set of strategies and actions outlining how to meet that goal. *Vision 2100* is addressed by the first goal, part of a strategy calling for the City to 'collectively create a vision for the future'. But the relationship between *Vision 2100* and the resilience strategy goes beyond that single action. The stated purpose of *Vision 2100* is 'designing the coastal community of the future'. But even more, *Vision 2100* attempts to provide guidance for achieving all three of the resilience strategy's goals. While it's main focus is coastal resilience, its actions also address economic and social resilience.

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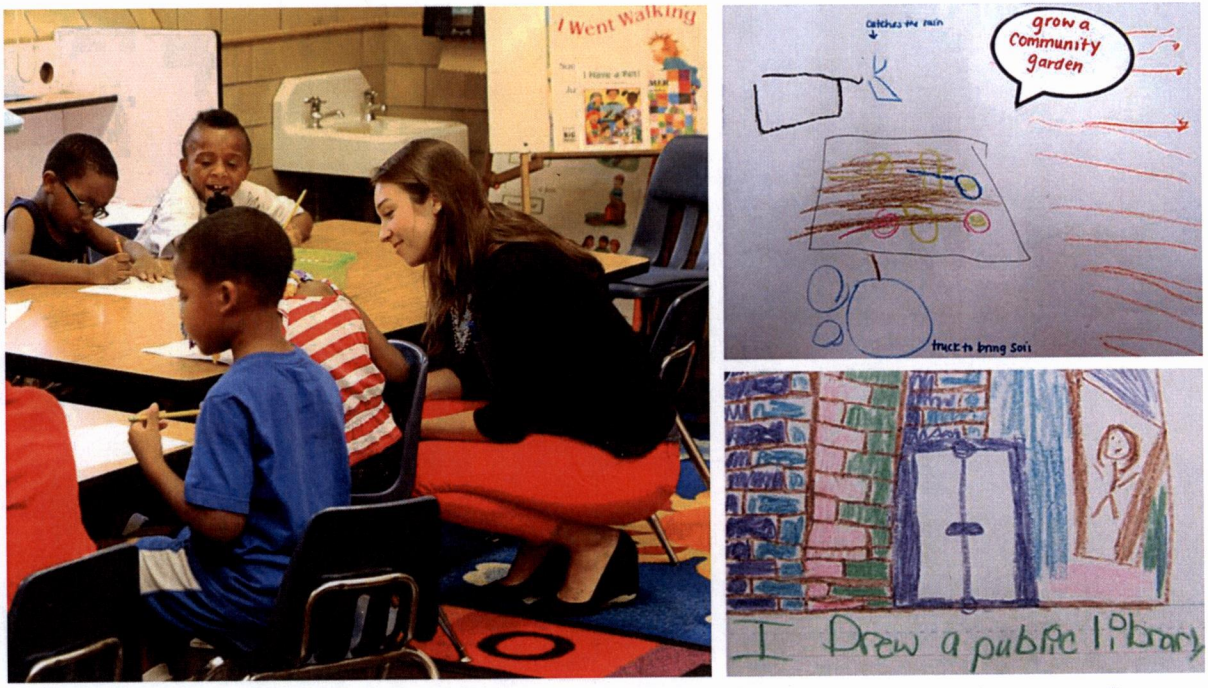
COLLABORATION – THE VISIONING PROCESS

The planning process for *Vision 2100*, due to its unusual scale and scope, quickly evolved into a partnership between multiple city departments, including City Planning, Neighborhood Development, Communications and Technology, and the Resilience Office. This collaboration allowed each department to assist and influence the development of *Vision 2100* while also collecting valuable information that could be utilized for other processes – helping to avoid "meeting fatigue" for both city staff and residents. In order to ensure that the vision reflects the dreams and desires of Norfolk's residents, and to build complete community ownership of the ultimate vision, the study process was broken into three phases; awareness, asset mapping, and vision development. Citizen engagement was at the center of each phase.

PHASE I: AWARENESS

The main of objective of the first phase of the planning process was to raise awareness of the project, link *Vision 2100* to other outreach efforts and initiatives, and begin to collect initial input on Norfolk's key assets. This campaign kicked off in mid-2015, using a combination of social and traditional media outlets, as well as face-to-face outreach. Residents were asked to post pictures on social media of their favorite Norfolk people, places and events using *#sharenorfolk*. Staff appeared on local talk shows, attended festivals and community gatherings, and even called community leaders personally, just to share information about the *Vision 2100* effort and ask for ongoing involvement. They reached out to Norfolk's youth, engaging elementary school-aged children at a United for Children summer program at one of the City's elementary schools. There children were asked about what they love about their neighborhood and what they want Norfolk to be like when they grow up. While many of the children hoped for Norfolk to become home



Among the first outreach events undertaken for *Vision 2100* was a visit from city staffers to a summer school program where the students were asked to describe Norfolk in the future

to a superhero or two, much of the input received during this phase envisioned a greener, more resilient city and highlighted the many great things the City has to offer to its residents today.

In addition to building awareness and collecting input from the broader Norfolk community, Phase I also included efforts to increase awareness within City Hall. Beginning with City Council and the City Planning Commission, staff visited numerous boards and commissions, as well as regular departmental meetings, to make sure all of the City was speaking from the same script regarding *Vision 2100*. The focus of this effort was to break down the traditional functional silos and embark on a collaborative effort from a unified city government. In fact, while Phase I was largely a Planning Department effort, due to the outreach within the organization Phase II evolved into a multi-departmental effort, as outlined below.

One of the six asset mapping workshops conducted around Norfolk in early 2016

PHASE II: ASSET MAPPING

In the winter of 2016 the City's Planning, Neighborhood Development and Communications departments joined forces with the Resilience Office to launch workshops and an online campaign to ask residents "What Do You Love?" about Norfolk. The effort sought to assess and map Norfolk's most important assets – the people, places, things, and events that make Norfolk strong and a great place to live.

Why asset mapping? Over time, all communities change. In order for a community to retain its identity through such change, the elements that make it a great place to live, work, or play – its assets – must be protected, strengthened, or nurtured, or they must be replicated elsewhere in the community. An asset mapping exercise –

identifying and locating those features on a map – is the first step in ensuring the preservation or replication of a community's assets. *Vision 2100* is all about preparing Norfolk for change. As such, mapping the City's assets was a great place to start.

It is important to recognize, however, that assets are not just locations on a map. While the individual buildings or spaces in a community are very much key to its identity, they are not the whole story. Often it is what happens in those buildings and spaces – the experience – rather than the physical spaces themselves that make a place great. Communities compete for diverse residents including millennials, retirees, and families. People choose where they live, assessing multiple factors such as housing and neighborhood character. Their choice includes a decision on the experience they believe they are buying. With that in mind, any asset mapping process must account for the non-locational elements – the people and the events – that make a community great, as well as the places and things that can be readily identified on a map.

With those factors in mind, city staff began the asset mapping process. In order to reach as broad an audience as possible, the City undertook a multi-pronged approach to outreach. The process began with an invitation to community leaders to join staff at a weekend breakfast where staff could solicit their help in getting the word out about *Vision 2100*. Additionally, a social and traditional media campaign was begun to keep those who had responded during Phase I involved. Finally, staff kicked off a series of six hands-on asset mapping workshops, spread throughout the City, paired with an online exercise for those who could not attend a meeting. In total, there were over 500 participants with nearly

A word cloud generated from the data received during the asset mapping process

4,000 unique data points collected about Norfolk's assets. All data was made broadly available for use by any of the partners in the process, and for informational purposes for the public.

Key to the asset mapping process, perhaps more so than the number of residents it engaged and the data it created, was the positive attitude it injected into the process. At all stages in the asset mapping process, participants were strongly encouraged to remain positive; asset mapping is about identifying a community's strengths, not dwelling on its challenges. That positive attitude then carried forward into the final phase of the *Vision 2100* planning process.

PHASE III: VISION DEVELOPMENT

Following the conclusion of the asset mapping process in late spring 2016, staff shifted to the final visioning phase. The visioning process spanned three community meetings over four months.

For the first community meeting, staff asked participants to choose which assets had the most economic, cultural, or community identity "value" to the City. Participants were given a map pre-populated with the geographic assets ("places") that were identified in the asset mapping exercises and had to work collaboratively as a team to arrive at consensus about top assets – thus introducing the concept of limited resources. In addition to ranking assets, they were further asked to identify which areas of the City had great potential for development or re-development. As with asset mapping, an online exercise was made available to supplement meeting participation. Counting both in-person and online participants, there were about 230 participants in this portion of the community

The final community visioning meeting of the three conducted in the summer of 2016

WHICH ASSETS PROVIDE WHAT VALUE?

One of the interesting outcomes of the first *Vision 2100* community visioning meeting is that the participants identified the specific value or values many of the City's key assets provide to the City. This data can provide city leaders with additional information to consider when determining where to allocate resources. Below are the top locations in Norfolk identified by type of value:

#	Economic Value	Cultural Value	Identity Value	Potential Value
1	Downtown Commercial	Downtown Museums/ Theaters	Ghent Historic District/ The Hague	Military Circle/ JANAF Commercial
2	Colley/21st Street Commercial	NEON Arts District	Norfolk Botanical Garden	35th Street Commercial
3	Norfolk Int'l Airport	Norfolk Botanical Garden	Ocean View Beaches	Wards Corner Commercial
4	Downtown Financial District	Virginia Zoo/Lafayette Park	Colley/21st Street Commercial	Little Creek Road Commercial
5	Wards Corner Commercial	Attucks Theater/ Cultural Center	Naval Station Norfolk/Little Creek	Ocean View Beaches
6	Tide Light Rail	Scope/Chrysler Hall	Town Point Park/ Nauticus/Half Moone	Riverview Commercial
7	Port of Virginia	Norfolk Public Library	Old Dominion University	Military Highway Commercial
8	Military Circle/ JANAF Commercial	Slover Library	Virginia Zoo/Lafayette Park	Norfolk Public Schools
9	Naval Station Norfolk/Little Creek	Ghent Historic District/ The Hague	Eastern Virginia Medical Center	Norfolk Recreation Centers
10	Eastern Virginia Medical Center	West Freemason Historic District	Downtown Museums/ Theaters	Virginia Beach Blvd. Commercial

visioning process.

In preparation for the second community visioning meeting, planning staff prepared a "vision areas" map based on the input received to date, as well as on staff's understanding of the flooding challenges the City is expected to face in the future. This map would form the foundation for the *Vision 2100* strategy's overall vision, providing rough geographic boundaries within which its different strategies could apply. Areas of the City rich in assets or with great potential to host future assets were grouped, as were areas not presently or projected to be rich in assets. Similarly, areas

HOW WERE THE VISION AREA BOUNDARIES DETERMINED?

Drawing the vision areas map was perhaps the most challenging aspect of the *Vision 2100* process. Once the vision areas concept was in place – a daunting challenge of its own – it was time to determine boundaries. Three main elements were considered:

- Sea level rise projections: These helped establish a dividing line between the higher risk red and yellow areas and the lower risk green and purple areas.
- Physical assets: These, particularly where assets were clustered, helped determine whether an area belonged in the asset-rich red and green areas or the less-intensely-developed yellow and purple areas.
- Development patterns: These, particularly groupings of certain types of uses or certain forms of development, helped locate edges and transition zones between vision areas.

Needing to provide a concept for the community to respond to in the second visioning meeting, staff set out to prepare an initial draft map. Once again, collaboration was key. Representatives of multiple city departments worked together over a series of worksessions – using blank maps and markers – to hand-draw a concept map. That concept map was then digitized and presented to the participants of the second visioning meeting. Boundaries were kept fuzzy to represent the uncertainty of planning at such a broad scale.

Following the meeting – where participants were asked to describe these areas – the map was again revised. The boundaries were re-drawn with greater precision, though still with fuzzy boundaries, and certain key locations were shifted from one vision area to another. Finally, this revised map was brought back to the public at the third visioning meeting for one last review, after which it became final.

at risk of flooding due to rising sea levels were categorized separately from those areas that are at less risk.

These groupings resulted in four vision areas, identified solely by the colors found on the map in order to avoid confusing terminology. The individual colors themselves do not carry any special meaning. "Red" areas were identified as being rich in assets and at higher natural risk – with much of that risk accounted for with existing or planned flood control structures. "Yellow" areas were identified as having fewer key assets and higher risk. "Green" areas were identified as lower risk locations with great potential for transformation – a potential home for many new assets. Finally, "Purple" areas

LIST OF KEY MEETINGS AND PRESENTATIONS

Throughout the *Vision 2100* planning process, staff spoke about the project to a wide array of groups, either during a formal *Vision 2100* meeting or as a guest at another group's meeting. Below are a selection of the most notable meetings and presentations:

Group/Meeting	Date
City Planning Commission Presentation	December 7, 2015
Asset Mapping Leadership Breakfast Kickoff – Crossroads School	January 9, 2016
Asset Mapping Meeting #1 – First Baptist Lambert's Point	January 21, 2016
Asset Mapping Meeting #2 – Huntersville Multipurpose Center	February 4, 2016
Asset Mapping Meeting #3 – Mary D. Pretlow Library	February 18, 2016
Norfolk Redevelopment and Housing Authority Tenant Management Council Asset Mapping Meeting – Calvert Square Family Resource Center	February 19, 2016
Asset Mapping Meeting #4 – Norview Community Center	February 27, 2016
Re:Vision Norfolk Asset Mapping Meeting	March 8, 2016
Hampton Roads Chamber of Commerce Presentation	March 22, 2016
Asset Mapping Overview and Visioning Kickoff	April 19, 2016
Visioning Meeting #1 – Attucks Theater	May 19, 2016
City Council Presentation	June 14, 2016
Visioning Meeting #2 – Attucks Theater	June 16, 2016
Hampton Roads Planning District Commission Regional Environmental Committee Presentation	July 7, 2016
Norfolk Watershed Management Task Force Presentation	August 3, 2016
Visioning Meeting #3 – Attucks Theater	August 18, 2016
NASA Sea Level Change Team Presentation	September 7, 2016
Norfolk Environmental Commission Presentation	September 20, 2016

were identified as lower risk locations without many key assets. Gaps were maintained between each area, and boundaries were kept fuzzy in order to represent the uncertainty inherent in working at such time scales with so many varied approaches.

Participants in the second community visioning meeting were asked to help describe each vision area, both in the present day and in the future. Their words assisted staff in narrowing the boundaries, articulating a vision, and identifying key strategies for each vision area. Additionally, participants were asked to provide guidance on a set of strategic locations that were ripe for transformation and could serve as prototypes for future development.

Participation was strong once again, as more than 100 people provided in-person or online input. The combined input from the first two community visioning meetings, plus the six asset mapping workshops, resulted in a complete set of draft goals and actions – the heart of *Vision 2100*. Divided amongst the four vision areas and a citywide component, these goals and actions would outline the vision and provide a roadmap for implementing it. With almost 100 participants present, the third and final community visioning meeting focused on reviewing the draft vision. Staff provided an overview of the process, re-visiting the asset mapping exercises and the complete vision development process, and outlined the draft actions in detail. Participants were then asked to respond to the draft vision – What was right? What was wrong? What was missing? – and select the most important actions for the City to focus on in each area. The answers to those questions would then be used to expand and strengthen the vision's actions and its implementation component. This final meeting was again supplemented by an online exercise, with more than 150 additional participants.

DRAFT VISION AND ADOPTION

Following completion of the vision development phase – once a vision was crafted that could be supported by the public – staff began the task of drafting a complete *Vision 2100* document. More thorough descriptions of each vision area were written, a complete accounting of the planning process was drafted, and steps for implementation were prepared.

But *Vision 2100* cannot succeed without becoming an integral part of city policy. In order ensure its role in the City's decision-making processes, it needed to be adopted – as an integral component of *plaNorfolk2030*. The adoption process was begun in the early fall of

2016. Staff conferred once more with City Planning Commission and City Council and continued outreach to key stakeholder groups. Finally, a draft vision document was completed and distributed in advance of the public hearings required for adoption.

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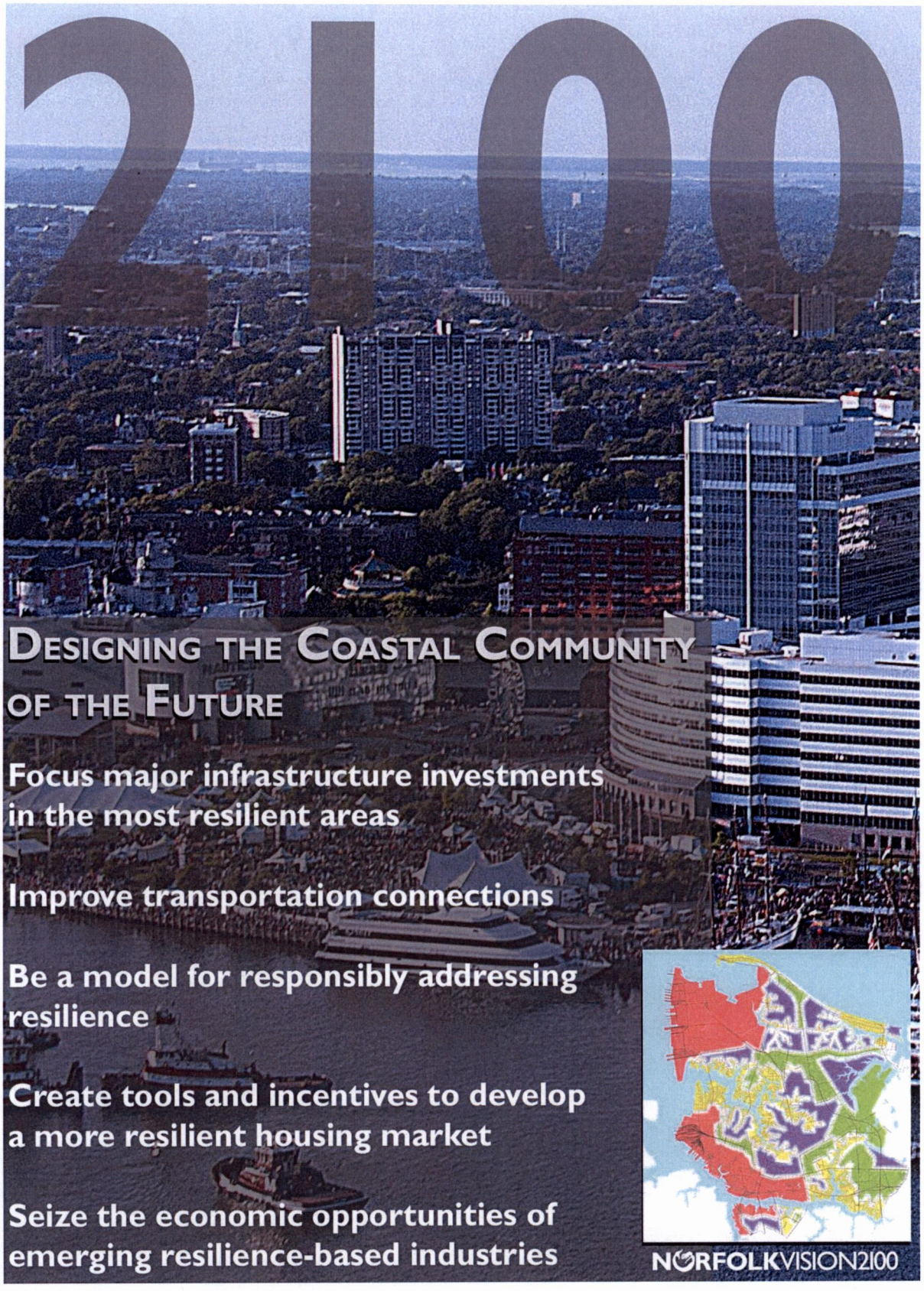
OPPORTUNITY.
COLLABORATION.
VISION.

VISION – THE VISION FOR 2100

The following pages present the vision for Norfolk in 2100 and beyond. The vision is divided into five sub-sections – one addressing the citywide vision, followed by one sub-section for each of the four vision areas. Each sub-section is built around a brief aspirational vision statement which is followed by a set of four-to-five action steps necessary to accomplish that vision statement. Read together, they combine to form a simple but comprehensive vision for addressing the challenges of sea level rise.


2100
DESIGNING THE COASTAL COMMUNITY OF THE FUTURE
Focus major infrastructure investments in the most resilient areas
Improve transportation connections
Be a model for responsibly addressing resilience
Create tools and incentives to develop a more resilient housing market
Seize the economic opportunities of emerging resilience-based industries
NORFOLKVISION2100

CITYWIDE – DESIGNING THE COASTAL COMMUNITY OF THE FUTURE

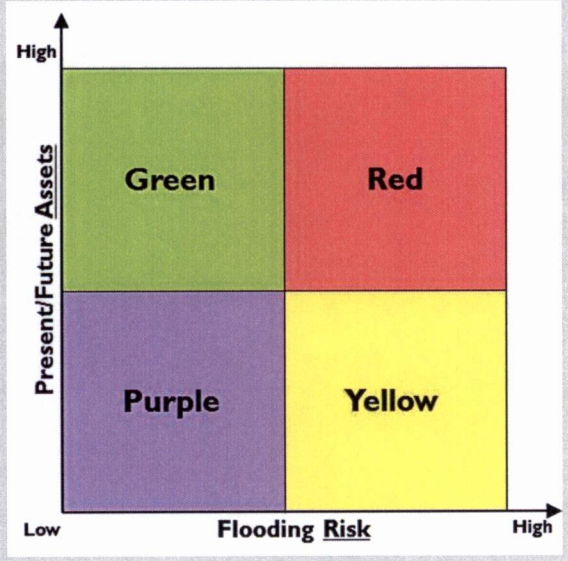
Norfolk's relationship to the water is key to its identity as a city; it has always been a coastal community. Norfolk was founded as a port city – its location at the mouth of the Chesapeake Bay, astride a vital shipping lane and the Elizabeth River provided an ideal anchorage for shipyards and port facilities. With water-based industry holding such a key place in its economy, colonial-era Norfolk was designed with water-accessibility in mind. Those industries still occupy much of the City's waterfront today – in fact, Norfolk is now home to the world's largest naval station – though they are not the only users attracted to the water. The water is also integral to many of Norfolk's neighborhoods. It provides opportunities for recreation and opportunities to view nature. Norfolk's 144 miles of shoreline weaves its way past thousands of homes that treat the rivers and bays as their very own backyard.

On the other hand, the water has also brought many of Norfolk's greatest disasters. The dates of great floods and the names of great storms are readily accessible in the memories of long-time residents. Residents know by heart those locations to avoid at high tide, as many isolated areas see small-scale flooding more or less regularly. Long-time residents will tell you that the flooding has gotten worse; that it's happening more regularly today than it did in past years. Whether the result of global sea level rise, local land subsidence, or something else entirely, that fact – increased flooding – makes it evident that Norfolk's relationship with the water is evolving still.

Since that relationship can be expected to evolve further in the future, maintaining Norfolk's status as a thriving waterfront community – *the coastal community of the future* – requires a bold new set of strategies. First and foremost, new investments should be targeted to the most resilient areas. Buildings should be built to last – 100 years or more – and they should be located in places that will be able to support them in 100 years and beyond. That does not mean, however, that less resilient areas are to be abandoned or left unattended. On the contrary, while

VISION AREAS

Vision 2100 divides the City into four vision areas and provides a set of goals and actions for each (beginning on page 24). The best way to understand the distinction between the four vision areas is to imagine their placement on two competing axes: a vertical axis representing the number of key citywide assets in the present or future and a horizontal axis representing the risk presented by sea level rise or other recurrent flooding risks. The strategy set forth for each vision area is intended to respond to the unique challenges brought about by the unique set of circumstances in each.



Buildings should be built to last – 100 years or more...

many areas of the City will need to adapt in the coming decades – working to responsibly address the impacts of rising waters – it is imperative that efforts are taken to ensure the safety and viability of even the most at-risk areas for as long as practicable. Completing the actions below will help ensure the evolution of Norfolk into the coastal community of the future.

ACTION 1: FOCUS MAJOR INFRASTRUCTURE INVESTMENTS IN THE MOST RESILIENT AREAS

While civic and public facilities should be accessible to all communities, they should be concentrated in more resilient areas. Schools, water treatment facilities, recreation centers, and libraries are all examples of long-term municipal investments, many having 100-year plus lifespans. Locational priority for such facilities should be given to those areas not at great risk of long-term flooding.

ACTION 2: IMPROVE TRANSPORTATION CONNECTIONS

In support of future investments, both public and private, in Norfolk's most resilient areas, a full range of transportation options – including high capacity transit, auto, bicycling and walking – needs to be in place to support the transformation proposed for those areas. Improving the connectivity between those resilient areas and all other areas of the City should also be a priority. Those connections should be resilient themselves – able to withstand the day-to-day challenges of a rising water environment – to ensure that residents throughout the City can easily access all key assets.

ACTION 3: BE A MODEL FOR RESPONSIBLY ADDRESSING RESILIENCE

It is imperative that every Norfolk resident, business, and organization implement innovative strategies to prevent flooding, whether or not an individual property is directly impacted by sea level rise. Even those living and working in areas at less risk for flooding should embrace responsible development practices such as enhanced stormwater reduction, green building techniques and green infrastructure development in support of overall city needs and goals.

...less concrete, more green...

Innovative strategies like green roofs, rain gardens, permeable pavements, and bioswales are designed to capture and thereby clean rainwater where it falls, while rain barrels and cisterns collect rainfall for re-use and reduce runoff. Together, these strategies lead to a less concrete, more green cityscape. Through widespread implementation, they will add to the capacity of the City to effectively manage stormwater quantity and quality.

In addition to good land use practices, which can help the City manage water and runoff more effectively, quality building construction can also help residents avoid losses due to flooding. Incorporating design elements such as waterproofed first floors and building materials that can withstand water infiltration helps to create neighborhoods that can better withstand the impacts of sea level rise.

ACTION 4: CREATE TOOLS AND INCENTIVES TO DEVELOP A MORE RESILIENT HOUSING MARKET

To build a resilient housing market that can withstand increased threats of flooding and create economic opportunity for all the City's residents, Norfolk's zoning and incentive programs should encourage more development in areas at lower risk of flooding, discourage new and higher-intensity development in areas at greater risk of flooding, and encourage developments that deconcentrate poverty resulting in mixed-income neighborhoods. Following are some of the tools that could support these efforts, each of which is being considered as part of the City's ongoing zoning ordinance rewrite:

- Transfer of Development Rights (TDR) is a voluntary, incentive-based program that allows landowners to sell development rights from their land to a developer or other interested party who can then use these rights to increase the density of development at another designated location. Such a market does not exist in Norfolk today and would have to be established and maintained in order for a TDR program to function. While TDR is authorized in Virginia, Norfolk would need to enact significant code changes to implement

such a program.

- Density bonuses are a zoning tool that permits developers to build more housing units, taller buildings, or more floor space than normally allowed, in exchange for provision of a defined public benefit, such as a specified number or percentage of affordable units included in the development. Density bonuses (referred to as "density incentives" in Virginia Code) are authorized in Virginia, but Norfolk would need to set standards in both its comprehensive plan and its zoning ordinance.
- Inclusionary zoning requires a given share of new construction to be affordable by people with low to moderate incomes. Communities in Northern Virginia have inclusionary zoning regulations that could be used as models for a program in Norfolk.

ACTION 5: SEIZE THE ECONOMIC OPPORTUNITIES OF EMERGING RESILIENCE-BASED INDUSTRIES

Efforts to address resilience will lead to new technology and industry. In fact, the City is helping to launch in 2016 the Coastal Resilience Laboratory and Acceleration Center, an independent 501(c)(3) organization that can serve as the nexus for solutions to resilience-related challenges. Norfolk should continue to facilitate the growth of this new industry by providing support, such as tax credits and other financial incentives.

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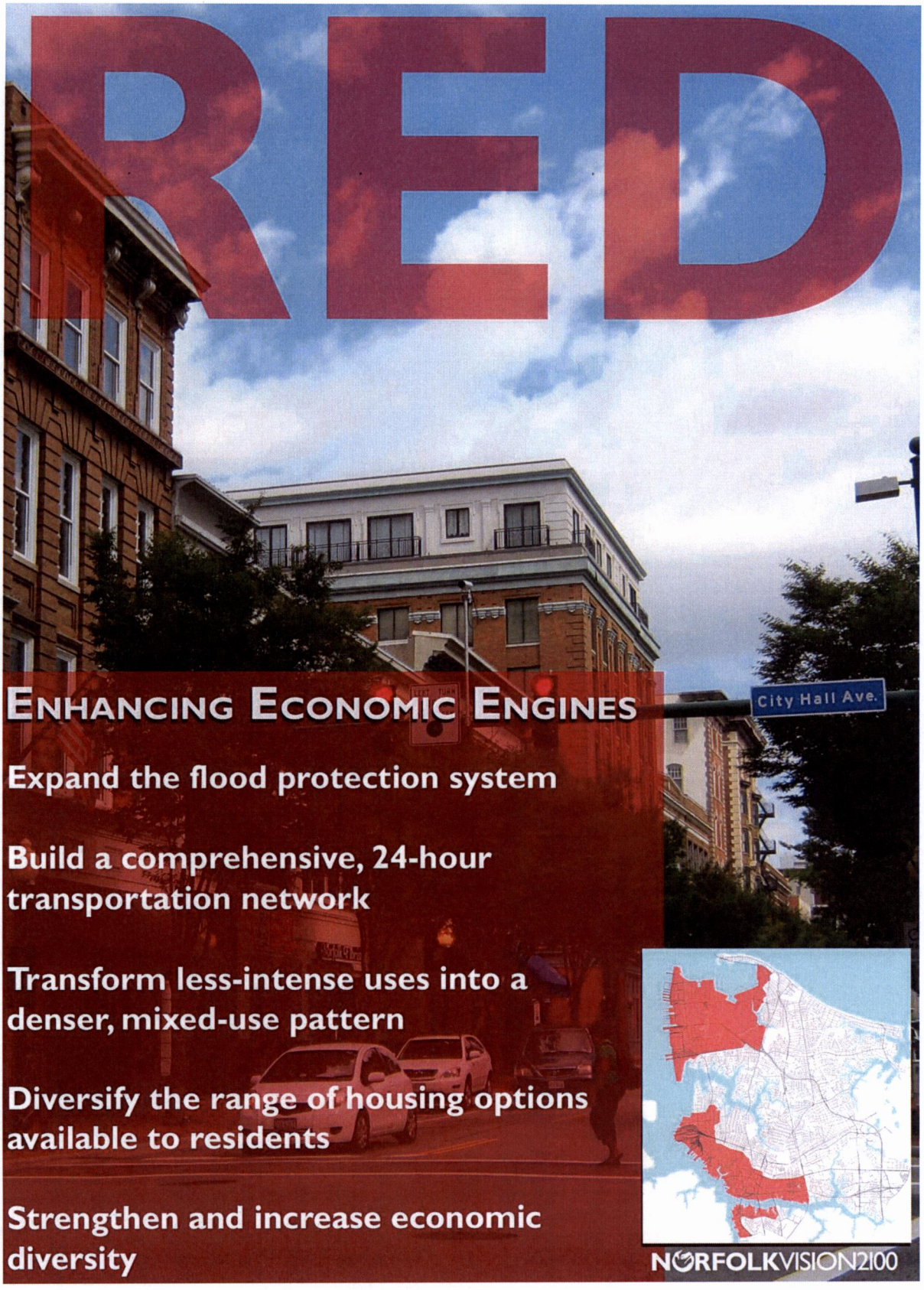
RED
City Hall Ave.
ENHANCING ECONOMIC ENGINES
Expand the flood protection system
Build a comprehensive, 24-hour transportation network
Transform less-intense uses into a denser, mixed-use pattern
Diversify the range of housing options available to residents
Strengthen and increase economic diversity
NORFOLKVISION2100

RED AREAS – ENHANCING ECONOMIC ENGINES

As a port city whose economy, identity – and many of its key assets – are centered on its waterfront, pulling away from the water is not an option for much of Norfolk. The City's connection to the water is too important. In fact, throughout the asset mapping exercises conducted in early 2016 the concept of water – whether referencing the waterfront, specific waterways or beaches, or just water in general – was among the top assets identified. Access to the water was seen as a vital part of Norfolk's identity. It is evident, given these facts, that balancing protection from the water with access to the water is an integral part of Norfolk's future. This reality has long been part of Norfolk's strategy to address flooding. The most notable flood control structure in the City – a flood wall in Downtown that was completed in 1970 – holds the water back while at the same time maintaining accessibility to the Downtown waterfront. While the method of holding the water back may change as new technologies and techniques evolve, the concept of balancing protection and access in asset-rich areas remains an essential strategy for the Norfolk of the future.

Vision 2100's red areas, Norfolk's major economic engines, are where finding that balance is most important. Home to many key assets – like a vibrant and growing downtown, Naval Station Norfolk, and various ports and shipyards, universities, and medical facilities – that cannot be feasibly relocated or recreated elsewhere in the City, they are priority areas for major flood-control investments. Several of those key assets must also maintain access to the water to preserve their viability or their identity. Further, since major infrastructure investments will be necessary to ensure that these assets – and the neighborhoods in which they sit – are protected long into the future, these are logical areas for new public and private investment.

Finding the balance between protection and access is not the only factor in ensuring the long-term resilience of the red areas. To be truly resilient these areas need to be livable. With density comes the opportunity for the mixing of uses, bringing retail sales and service uses within walking distance of residents. Supporting that use mix requires an array of transportation options – walking, bicycling, transit, and auto. To be resilient these areas need to also be affordable.

...balancing protection from the water with access to the water...

Higher-density development…allows for the most efficient use of urban land

Ensuring affordability in these areas will be key to maintaining their long-term viability. Already home to some of the City's most expensive neighborhoods, additional density could help reduce housing costs. Finally, to be truly resilient, the job market in these areas also needs to diversify. While Norfolk's economic engines are strong, by virtue of their focus on a few key business sectors, they are susceptible to market shocks and long-term stresses. Strengthening the engines requires strategic diversification.

ACTION 1: EXPAND THE FLOOD PROTECTION SYSTEM

Additional flood protection is vital to ensure the continued viability of the key economic, institutional, and cultural assets found in these areas. Downtown Norfolk has been protected by a flood wall – which prevents most high water events from flooding downtown businesses and residences using tide gates and pump stations – since the 1970s, with further improvements to the system being planned. Such protection should be extended, through a combination of hard and green infrastructure, throughout the red areas, functionally keeping the water away from the key assets concentrated there. In addition, strategies need to be developed to address flooding due to heavy rainfall events. These improvements should emphasize holding the water closer to where it falls to reduce the impacts of runoff downstream. The City is beginning to explore these strategies through a National Disaster Resilience Competition grant-funded project in the Chesterfield Heights neighborhood, and is working with partners, such as the U. S. Navy and the Army Corps of Engineers, to increase flood protection in other portions of the red areas. Those efforts must continue into the future.

ACTION 2: BUILD A COMPREHENSIVE, 24-HOUR TRANSPORTATION NETWORK

All portions of the red areas should be accessible to the complete range of travel modes and the public realm in those areas should be designed or redesigned in such a manner to encourage street-level activity to the extent possible. Since most of these areas are already fully accessible to drivers, future investments should focus on improving walkability, bikeability, and transit

accessibility. Additionally, efforts should be made to ensure the resilience of the system, concentrating improvements in the most secure locations available and on ensuring accessibility in all conditions.

ACTION 3: TRANSFORM LESS-INTENSE USES INTO A DENSER, MIXED-USE PATTERN

Higher-density development, like much of that found in the red areas, allows for the most efficient use of urban land – increasing utilization of public infrastructure ranging from utilities, to sidewalks, to public transit. Since protecting all of the assets concentrated in the red areas from coastal and rainwater flooding will require significant new investments, additional development density – particularly residential development – should be encouraged, while adhering to the current, often historic, character. Wherever possible, incentive programs should be used in conjunction with code changes to encourage the best possible development form.

ACTION 4: DIVERSIFY THE HOUSING OPTIONS AVAILABLE TO RESIDENTS

Many of the neighborhoods located in the red areas – particularly those on or near the waterfront – are among the City's most expensive. Consequently, these neighborhoods are some of the City's least economically diverse. Developer incentives such as density bonuses and code requirements such as inclusionary zoning should be implemented where appropriate to expand the range of housing types and improve the affordability of these neighborhoods, with the overall goal of creating mixed-income communities.

ACTION 5: STRENGTHEN AND INCREASE ECONOMIC DIVERSITY

The red areas are home to several strong industry sectors. Downtown Norfolk is the business, financial, and cultural center of the region and home to one of the City's strongest retail centers as well as a significant government presence. Major institutions – Old Dominion University, Tidewater Community College, Norfolk State University and the Eastern Virginia Medical Center – employ thousands and provide service to thousands more area residents. Naval Station Norfolk

...the public realm should be designed...to encourage street-level activity

is the largest employer in Norfolk and home to thousands of uniformed personnel and their families. Various points along the Elizabeth River waterfront are home to shipyards and port facilities that provide employment to thousands more workers. While these locations provide Norfolk with a strong economic base, a truly resilient Norfolk requires even more economic diversity. While headway has been made in recent years in the office, dining, and entertainment sectors – adding economic diversity, particularly downtown – the City must encourage the expansion of other economic sectors in the red areas, including the arts and culture, to better facilitate economic resilience.

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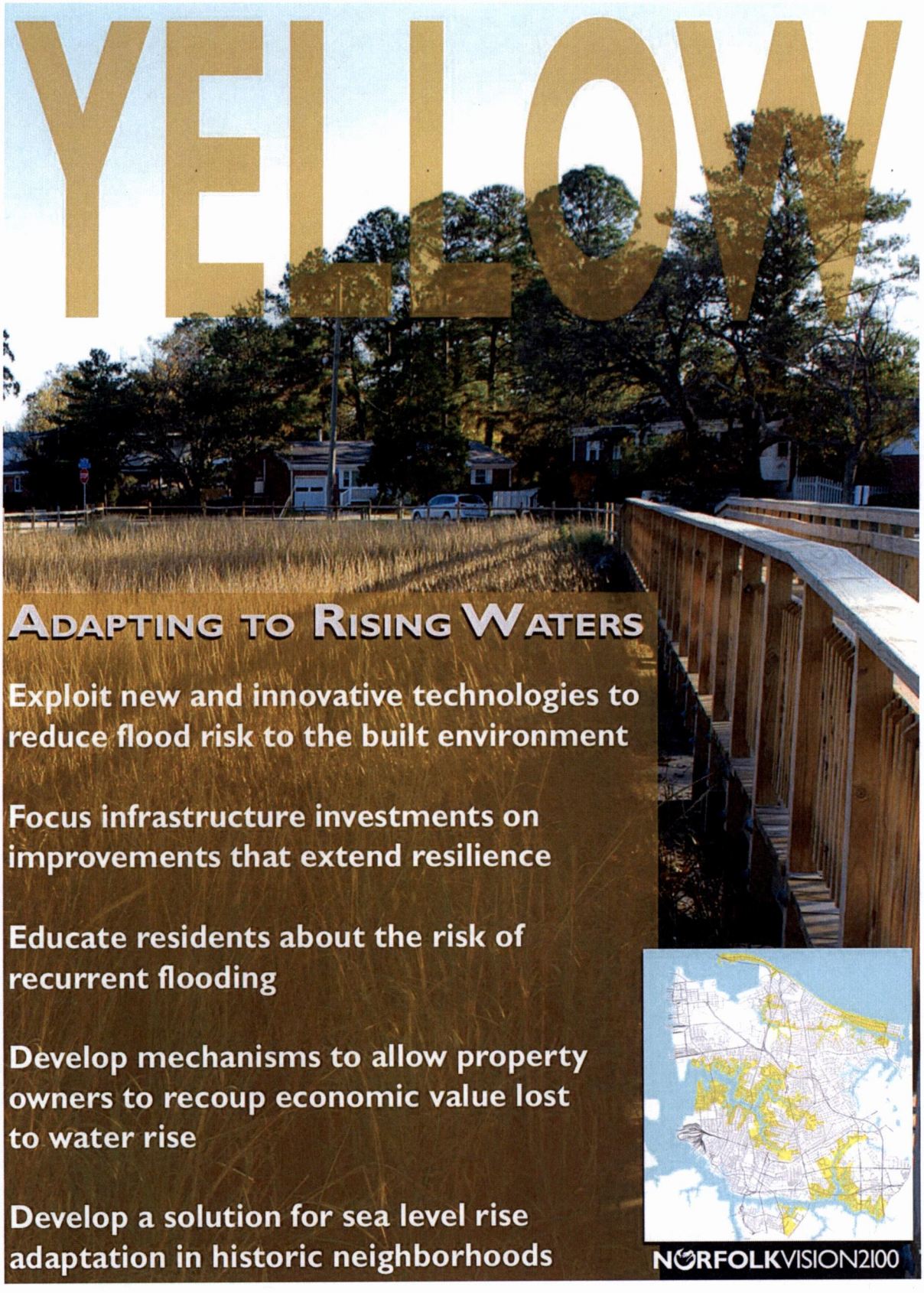

YELLOW
ADAPTING TO RISING WATERS
Exploit new and innovative technologies to reduce flood risk to the built environment
Focus infrastructure investments on improvements that extend resilience
Educate residents about the risk of recurrent flooding
Develop mechanisms to allow property owners to recoup economic value lost to water rise
Develop a solution for sea level rise adaptation in historic neighborhoods
NORFOLKVISION2100

YELLOW AREAS – ADAPTING TO RISING WATERS

Norfolk residents have not been waiting for the City to solve flooding issues. Individual residents, neighborhood groups, and volunteer associations have already taken steps to begin addressing the challenges of recurrent flooding. Many homeowners have invested their own resources to transform crumbling bulkheads into resilient living shorelines. Neighborhood groups have also mustered their collective energies to plant and maintain miles of shoreline wetland plants. Regional volunteer associations have added their own resources to the mix, bringing their expertise and their manpower to help meet the City's challenges. Together, Norfolk's residents understand the challenge and are proactively taking the lead. They are living with the water every day, and finding their own solutions.

Vision 2100's yellow areas, where there is a long history of living with the water, are home to many great waterfront areas, including many of the City's most historically significant neighborhoods. These areas host many of Norfolk's key identity assets, particularly those that relate to nature. The Ocean View beaches, the Virginia Zoo, and the Hermitage Museum are just a few of the notable assets located in the yellow areas. Portions of historic neighborhoods like Lafayette-Winona, Riverview, and Colonial Place – all listed on the National Register of Historic Places – are in the yellow areas, along with portions of designation-eligible neighborhoods like Larchmont, Campostella Heights, and Ingleside, to just name a few. Each also provides an excellent example of how a community can proactively address the issues of flooding. These locations, and other assets and historic neighborhoods in the yellow areas, all need additional protection from rising waters. Balancing that demand for flood mitigation with the need for preservation makes the yellow areas particularly challenging. Certain hardscape solutions that might be appropriate in the red areas may prove too costly – in both the financial realm and in their impact on the natural and built environment – to implement in the yellow areas. Consequently, other more innovative solutions are needed, and the efforts already underway provide great examples for others to follow.

Due to the risks that these areas face, it is important that the City be judicious about the investments made in them. Private property owners should be just as deliberate about how they

...Norfolk's residents understand the challenge and are proactively taking the lead

invest their resources. Fortunately, there are presently few key city facilities in the yellow areas. Most of Norfolk's schools, libraries, and fire stations are located on higher ground. That pattern should be extended into the future. But given the frequent exposure these areas have to the water – and the desire for these areas to maintain views of and access to the water – the maintenance of city resources cannot be forgotten. Key thoroughfares, transit lines, and public utilities crossing these areas must be near the top of the list of at-risk resources to be addressed. On the private property side, development intensity should be reduced wherever feasible. At present, the yellow areas are largely developed with single-family neighborhoods, lessening that challenge. Property owners should be encouraged to invest in the smaller-scale techniques available to slow the water's rise and help it absorb into the landscape – living shorelines, rain gardens, and green roofs are but a few of these techniques. Their use should be incentivized and their installation should be streamlined.

ACTION 1: EXPLOIT NEW AND INNOVATIVE TECHNOLOGIES TO REDUCE FLOOD RISK TO THE BUILD ENVIRONMENT

Reducing flood risk to the built environment can be accomplished in multiple ways. In the most vulnerable locations, such as those in the highest-risk flood zones, the City should emphasize the concept of not increasing density – and even support proposals that actively reduce densities. But the yellow areas are home to many great neighborhoods where reducing density may not be advisable. Therefore, the yellow areas are where innovative new technologies will be needed. The City should support – and actively participate in – efforts to identify more resilient housing types that can better weather recurrent flooding; and the yellow areas should serve as the proving ground for those ideas. Additionally, the City should continue to support the community groups who have worked so hard to enhance the shoreline and property owners who have invested in adding resilient elements to their homes and businesses. Finally, the City should continue to evaluate the potential for larger-scale flood mitigation measures – such as flood gates – in targeted locations where their impacts could be most significant.

ACTION 2: FOCUS INFRASTRUCTURE INVESTMENTS ON IMPROVEMENTS THAT EXTEND RESILIENCE

In a rising-water environment, maintenance of public infrastructure is critical. This infrastructure – roads, utility lines, and emergency services in particular – is key to providing service to residents and businesses throughout the City. Therefore, the City should focus its efforts on maintaining the key infrastructure currently in place in the yellow areas and making it more resilient. Roads and utility lines – crucial links between the City's key assets – should be improved to limit the impacts of flooding. Civic buildings should be provided with the highest possible levels of flood protection and the sites they sit on should be re-designed to lessen the impacts even further. Where facilities cannot be reasonably protected from the impacts of rising water, they should be relocated to higher ground in locations that can continue to provide needed services well into the future.

ACTION 3: EDUCATE RESIDENTS ABOUT THE RISK OF RECURRENT FLOODING

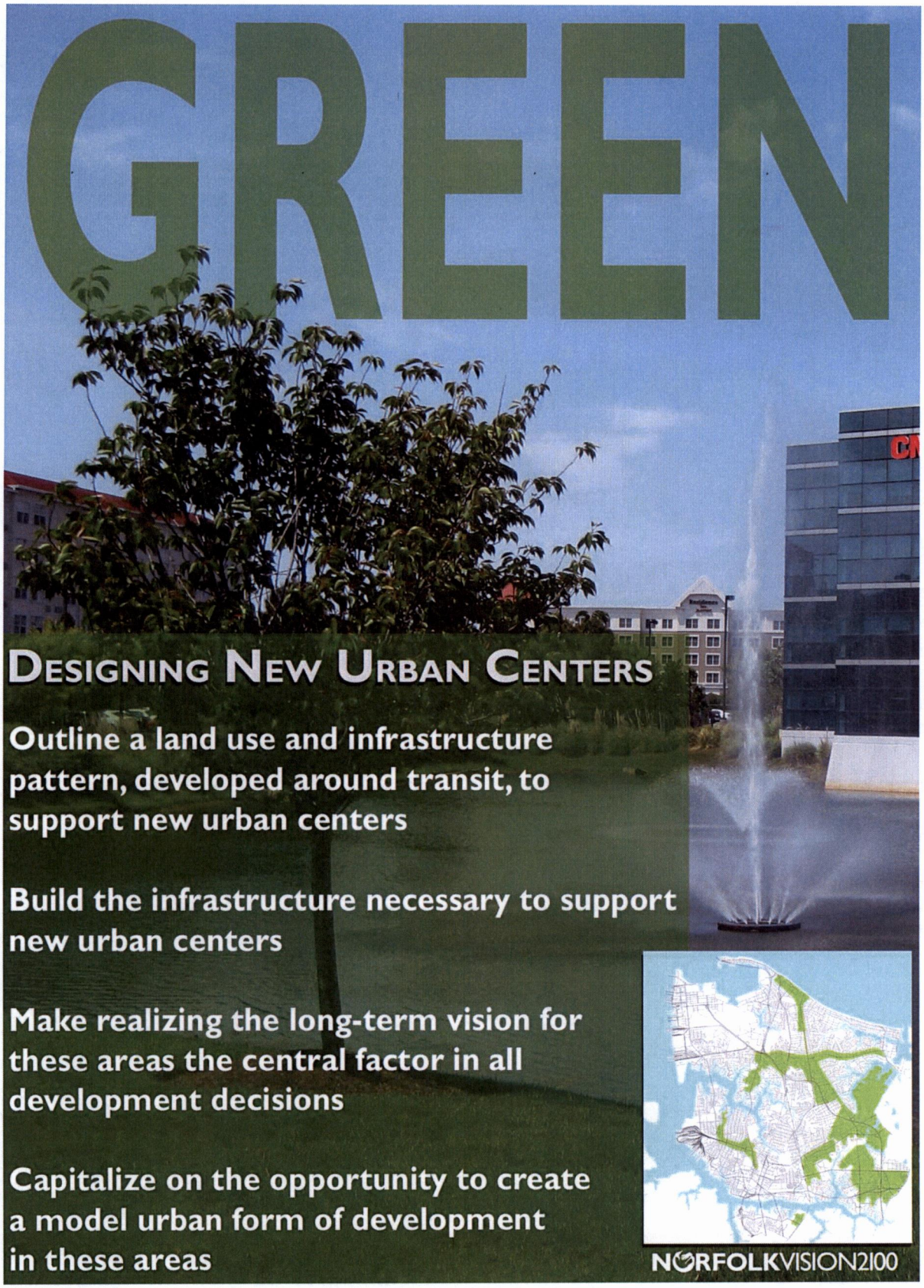
Clear and detailed information about both existing and changing levels of flood and inundation risk at locations throughout Norfolk will aid property owners and residents in understanding the changing challenges in their community. The City should develop community education programs detailing flood risks and the mitigation steps that are recommended for residents to pursue. These education efforts should be promoted across a variety of platforms and technologies to help ensure wide dissemination.

ACTION 4: DEVELOP MECHANISMS TO ALLOW PROPERTY OWNERS TO RECOUP ECONOMIC VALUE LOST TO WATER RISE

Some portions of the yellow areas will remain vulnerable to flooding no matter the steps taken by the City and others to reduce its impacts. For these properties, there are several present and potential programs that can help lessen the burden on property owners. Flood insurance administered by the National Flood Insurance Program (NFIP) – a program in which the City actively participates – is the most common tool used to restore value to property owners affected by a flood. It operates as a typical insurance program, providing payment to property owners to repair damages. Other tools, however, may be available that will allow lost value to be recaptured before an event takes place. A TDR program is one such potential tool, which allows property owners to capture the market value of property and then transfer that value to another property owner elsewhere in the City. Other potential tools may include relaxing regulations on accessory or seasonal uses, which would allow a property to be utilized for additional economic purposes. Such mechanisms should be explored in order to allow property owners in the yellow areas to recoup value wherever possible.

ACTION 5: DEVELOP A SOLUTION FOR SEA LEVEL RISE ADAPTATION IN HISTORIC NEIGHBORHOODS

As a historic port city, Norfolk is home to many neighborhoods that have both historic value and are at risk due to rising waters. Several of those neighborhoods derive much of their historic value from their relationship to the water. Adaptation typically requires modifying the built environment while historic preservation typically requires the environment to remain intact. Adaptation strategies often require changing the relationship of an area to the water it is being protected from, presenting a challenge in several historic neighborhoods. Since this challenge is so prominent in Norfolk, the City should lead the national discussion around finding the balance between these two opposing goals.


GREEN
DESIGNING NEW URBAN CENTERS
Outline a land use and infrastructure pattern, developed around transit, to support new urban centers
Build the infrastructure necessary to support new urban centers
Make realizing the long-term vision for these areas the central factor in all development decisions
Capitalize on the opportunity to create a model urban form of development in these areas
NORFOLKVISION2100

GREEN AREAS – DESIGNING NEW URBAN CENTERS

Norfolk is one of the nation's oldest cities, with a history extending back nearly 400 years. Throughout this long history the City has experienced many challenges – brought by war, disease, fire, and storm – showing great resilience and a talent for re-invention. Norfolk had to recover from being burned during the Revolutionary War; one of only a few cities to be burned during that war and subsequently re-built. Other major challenges have included disease – over 2,000 yellow fever deaths in 1855, fire – nearly the entire re-built waterfront consumed in 1804, and hurricanes – severe storms in 1821, 1879, 1933, 1954, and 2003, among many others. Norfolk has recovered and re-built stronger following each of these events. Sea level rise and other future threats will present many challenges, but Norfolk, as always, is primed to respond and move forward.

Vision 2100's green areas are key in responding to these challenges. Home to key assets – including Norfolk International Airport, the Norfolk Botanical Garden, Bon Secours DePaul Medical Center, and Sentara Leigh Hospital – as well underperforming areas, the green areas are higher ground that present enormous opportunities for the City to once again display its talent for re-invention. During the mid-2016 community visioning meetings, several areas were identified as having the greatest potential for new development or redevelopment. Those areas included Military Circle, the Military Highway and Little Creek Road corridors, Ward's Corner, West Ocean View, and the former Ford Plant site. Each of those potential assets were later incorporated into the green areas.

Those potential assets, along with the assets already in place in the green areas, represent the City's opportunity sites for additional new development. The roads in these areas are wide. The parking lots are generally empty. The buildings are largely underutilized. With proper planning and investment, the green areas can easily house many of the 30,000-60,000 new residents that could live in Norfolk by 2100, as well as any residents that need to re-locate from more at-risk areas of the City. More significantly, they can be transformed into a series of new urban centers providing new homes, businesses, and jobs, connected by new transit lines. In order to realize that transformation, several definitive steps must begin today. First, more detailed planning is

...Norfolk as always is primed to respond [to challenges] and move forward

MILITARY CIRCLE/MILITARY HIGHWAY PLANNING EFFORTS

The recent study examining the potential redevelopment of Military Circle and the surrounding commercial areas is just the type of effort that is needed to outline the transformation anticipated in the green areas. Built on the idea of extending light rail through the area on its way to Naval Station Norfolk, the study establishes a transformational vision of Military Circle as a new urban center with higher-density mixed-use buildings centered on new transit stops. This study can serve as a model for additional studies that will be needed at other locations.

needed in the areas with the greatest potential for transformation. Once a vision is established, the City must invest in – or partner with others to achieve investment in – the infrastructure necessary to support such transformation. That infrastructure includes not only transformative elements like light rail but also less glamorous improvements like storm drains and pedestrian crosswalks. In the short-term, the City must also support smart decisions and investments on the part of the private sector. New development that supports the long-term vision is vital – new development that stands in the way of the long-term vision may simply add to the challenge.

ACTION 1: OUTLINE A TRANSIT-CENTRIC LAND USE AND INFRASTRUCTURE PATTERN TO SUPPORT NEW URBAN CENTERS

Given the current low-value use of many large properties, coupled with an overall low-risk of flooding, the green area presents a unique opportunity to create communities that are walkable and bikeable and have an appropriate mix of uses and amenities. In order to realize this vision, careful planning must take place in advance of significant development. A series of area plans or objectives is needed to guide this decision-making. The Military Circle Area Plan discussed above provides a model for such efforts.

ACTION 2: BUILD THE INFRASTRUCTURE NECESSARY TO SUPPORT NEW URBAN CENTERS

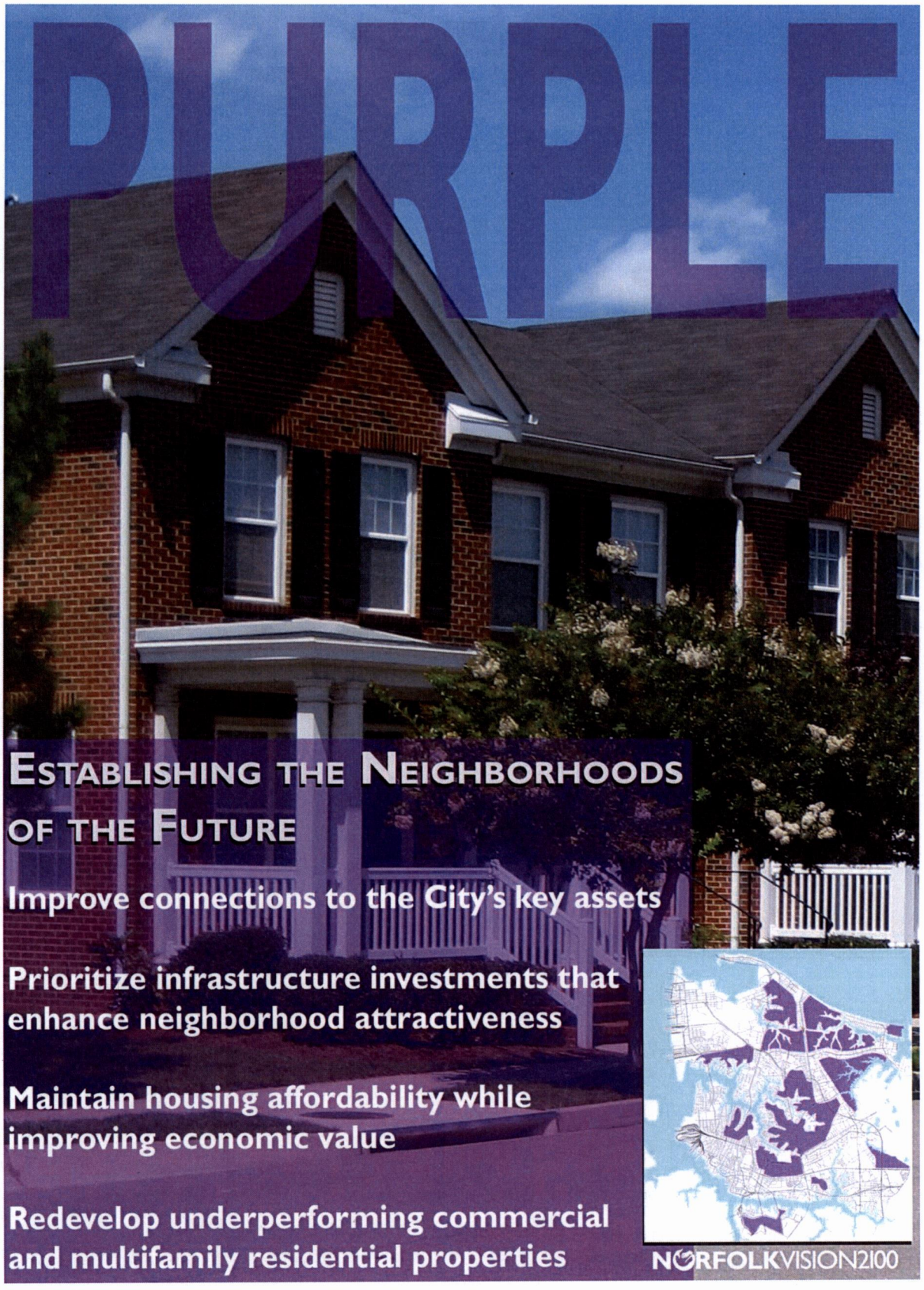
In order to create new urban centers, the City will need make smart decisions about the development of supporting infrastructure, such as transit, roads, and parks. Funding mechanisms need to be identified and rights-of-way will need to be maintained or created. For example, when contemplating new development opportunities or land use changes, the City will need to negotiate with applicants to ensure that land for future right-of-way, open space or other public needs is retained, donated or acquired.

ACTION 3: MAKE REALIZING THE LONG-TERM VISION FOR THESE AREAS THE CENTRAL FACTOR IN ALL DEVELOPMENT DECISIONS

Transformation of the green area will take a generation or two. It will be important to know how to respond to land use requests that may not agree with the very long-term vision for this area. Some uses – requiring limited construction or investments that can be amortized over a shorter period of time – may be appropriate in the interim, until the long-term vision comes to fruition. For example, a car wash might be considered an interim use while an apartment complex is more of a long-term investment.

ACTION 4: CAPITALIZE ON THE OPPORTUNITY TO CREATE A MODEL URBAN FORM OF DEVELOPMENT IN THESE AREAS

Given that much of the future development in the green area will create new communities, Norfolk has a chance to "get it right," more or less starting from scratch. Mixed-use, mixed-income communities with complete streets and utilizing green building techniques must be embraced in these opportunity areas. In many other areas of Norfolk, existing development constrains the City's ability to provide all the amenities, such as bike lanes, wide sidewalks, and outdoor dining, which define a great community. The green areas present an opportunity to carefully design public spaces and amenities.

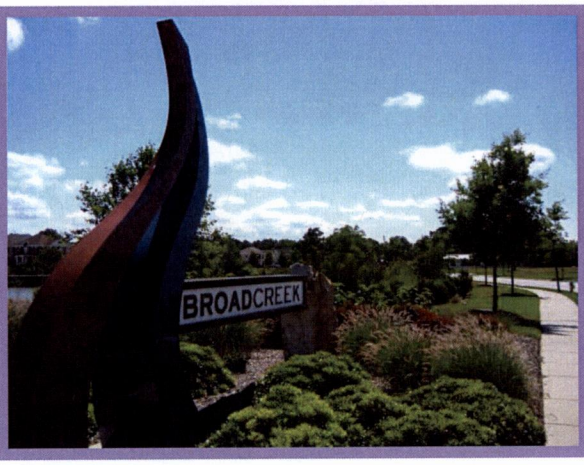

PURPLE
ESTABLISHING THE NEIGHBORHOODS OF THE FUTURE
Improve connections to the City's key assets
Prioritize infrastructure investments that enhance neighborhood attractiveness
Maintain housing affordability while improving economic value
Redevelop underperforming commercial and multifamily residential properties
NORFOLKVISION2100

PURPLE AREAS – ESTABLISHING THE NEIGHBORHOODS OF THE FUTURE

Norfolk is a city of neighborhoods. The 2016 asset mapping exercises saw more than 40 separate neighborhoods – out of approximately 125 that are registered with the City – named as assets; a remarkable testament to the pride Norfolk's residents have in their communities. In explaining why they chose to name those neighborhoods, participants spoke of their great neighbors, the quality of the housing, and the proximity to shopping and restaurants – almost regardless of the neighborhood they were referencing. They also spoke of physical elements such as walkability, neighborhood parks, and recreational amenities, and events such as neighborhood picnics, festivals, and other events, as sources of pride. Norfolk residents eloquently described the key elements of Norfolk's neighborhoods today. Those elements should remain key aspects of neighborhoods of Norfolk's future.

Vision 2100's purple areas encompass many of those stable neighborhood areas and have many of those assets. These areas have the additional advantage of being at less risk due to sea level rise. They are Norfolk's neighborhoods of the future. Large portions of neighborhoods as diverse as Bayview, Fairmount Park, Broad Creek, Park Place, and East Beach are found in the purple areas. The purple areas are home to many historic neighborhoods, including several on the National Register. They are also home to some of the City's newest neighborhoods – areas that have seen much new investment in recent years. Many of these neighborhoods boast of another great virtue – affordability.

Given the stability of these areas, and the fact that they are so loved by their residents, the purple areas are not suitable for large-scale transformation. They are instead ideal locations for the smaller-scale enhancements that will make them even stronger and more marketable in the future. Connections – whether via improved roadways or new transit routes – to other areas of the City, particularly focused on the key assets found in the red and green areas, should be prioritized. More sidewalks are needed, as are enhanced neighborhood parks, libraries, and community centers. Some struggling commercial and multifamily properties may require re-investment or even limited transformation. But overall these areas should be prized for their stability and the value that stability will bring to the Norfolk of the future.



Norfolk is a city of neighborhoods...

ACTION 1: IMPROVE CONNECTIONS TO THE CITY'S KEY ASSETS

The future success of the communities in the purple area will be their proximity to the asset-rich areas (red and green areas). Residents in the purple area rely on services and goods, jobs and entertainment provided in the red and green areas. Physical connections, whether by transit, bicycle, sidewalk or car, are needed to guarantee the success of the purple area.

ACTION 2: PRIORITIZE INFRASTRUCTURE INVESTMENTS THAT ENHANCE NEIGHBORHOOD ATTRACTIVENESS

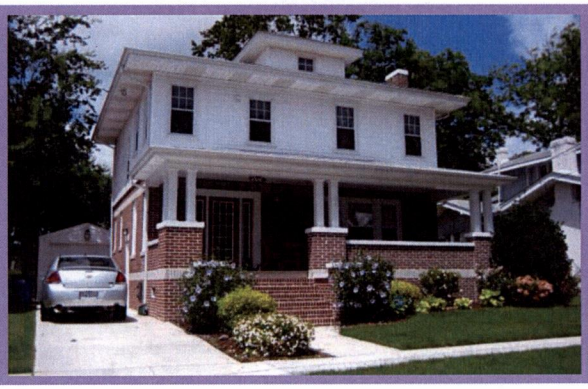
Much of the purple area was developed prior to being annexed into the City of Norfolk. Consequently, much of the purple area lacks proper sidewalks, gutters, bicycle paths, and other aspects of the urban landscape. Additionally, the purple areas are somewhat lacking elements like parks, libraries, and community centers that attract new residents to a community and improve economic competitiveness. Since the purple areas are unlike the red and green areas in that they should not attract large-scale, market-driven redevelopment – where new developments should be providing such amenities – the City should prioritize its improvements to the purple areas.

ACTION 3: MAINTAIN HOUSING AFFORDABILITY WHILE IMPROVING ECONOMIC VALUE

The purple areas present a unique challenge in that they provide a great deal of affordable housing today that – given their resilience to rising waters – should be in much greater demand in the future. That rising demand will place new pressures on these areas to maintain affordability in the face of rising values. The City should work with the community to monitor any changes in affordability and develop tools to support affordability goals.

ACTION 4: REDEVELOP OF UNDERPERFORMING COMMERCIAL AND MULTIFAMILY RESIDENTIAL PROPERTIES

While the purple areas are largely made up of single-family neighborhoods, they are home to several underperforming commercial areas and multifamily communities. As underperforming assets located in areas that should see increasing property values, they should be ripe for redevelopment in the future. Any redevelopment of these areas should complement and support the surrounding neighborhoods in use and scale.



...these areas should be prized for their stability...

NORFOLKVISION2100

NORFOLKVISION2100

OPPORTUNITY.
COLLABORATION.
VISION.
IMPLEMENTATION

IMPLEMENTATION

Implementation is a vital component of every vision. Without a clearly-defined strategy for integrating a vision into the organization's decision-making process, the vision will simply sit on the shelf. *Vision 2100* provides a vision of how Norfolk responds to sea level rise and other challenges going forward, but it also provides a strategy for how to get there. Realizing the vision will require implementing that strategy.

VISION 2100'S ROLE IN THE PLANNING STRUCTURE

Vision 2100 is not Norfolk's comprehensive plan. It is not intended to provide the sort of comprehensive land use guidance provided by *plaNorfolk2030*, the City's adopted plan. *plaNorfolk2030* addresses a much broader range of topics than *Vision 2100* – it speaks to the City's physical, social, and economic development and provides guidance on every city service.

Vision 2100 has a much narrower scope. It is a vision, not a plan. The guidance it provides is not comprehensive; it simply provides an additional long-range vision to supplement that of *plaNorfolk2030*. Since its vision is supplemental to *plaNorfolk2030*, *Vision 2100* will become a part of the comprehensive plan and will be implemented through its framework.

HOW TO USE VISION 2100

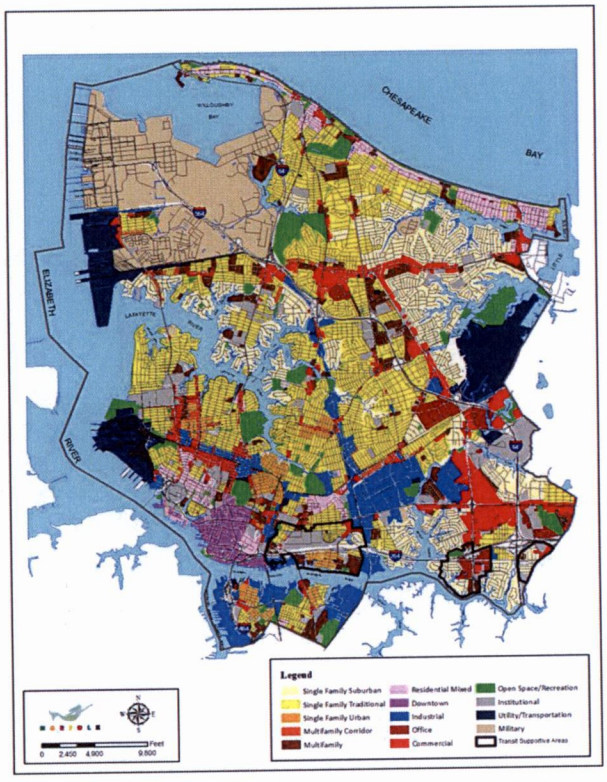
The vision statements, goals, and actions in this document provide a vision for Norfolk in the year 2100 – *Vision 2100* – and provide broad guidance to the City's decision makers. They complement the more specific guidance provided by *plaNorfolk2030*. While the actions found throughout *plaNorfolk2030* are each assigned a specific lead responsible for implementing them – along with rough timeframes for completion and cost categories – the actions of *Vision 2100* are

The processes, documents, and groups that will be a part of implementing *Vision 2100* include all of those seen here, along with many others not pictured

not tied to a specific timeframe or cost. Instead, they complement those detailed actions by providing an extra layer of big-picture guidance that can help the City's leaders make those most challenging of decisions.

Even though specific responsibilities are not assigned for implementation of *Vision 2100*, the City must put in place the mechanisms that will promote the actions needed for implementation. Listed below are the methods that will be used to implement *Vision 2100*.

Land Use Decisions. Linking land use and resilience is at the core of *Vision 2100*. Decisions about future land use must be tied to the visions and goals outlined in this document. Given that the decisions made today will effect Norfolk in 2100 makes this one of the most challenging prospects of implementing *Vision 2100*.



The plaNorfolk2030 future land use map, which identifies the "best" future use for all land in the City.

One of the key components of *plaNorfolk2030* is its future land use map. It assigns a land use category to every property in the City – generally identifying its "best" future use. Decisions made on zoning changes and other development decisions are then based on a property's future land use category, comparing the proposed use to the identified "best" use.

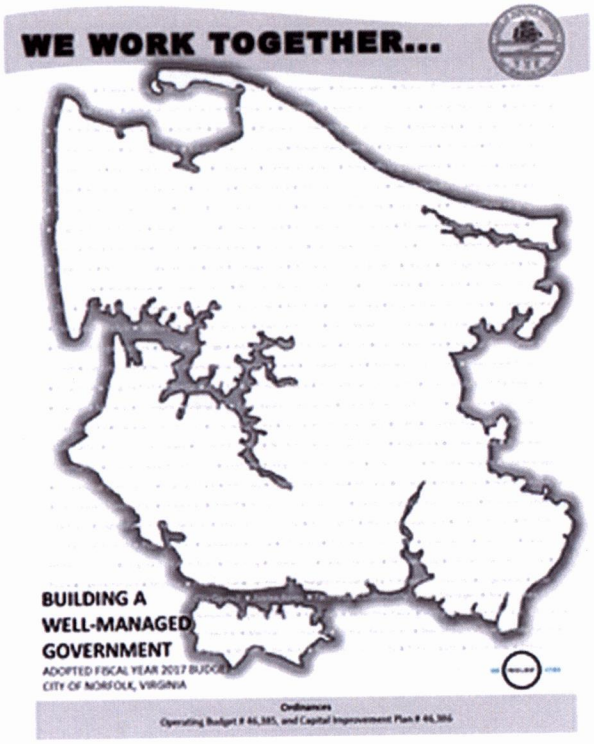
In contrast to *plaNorfolk2030's* future land use map, *Vision 2100's* vision areas map does not provide guidance on the "best" use of a specific property. Its scope is far broader and the boundaries between the different vision areas are far less specific. The vision areas map provides general guidance on the approach to development and sea level rise mitigation that should be implemented, not on a specific property's "best" use. Therefore, the guidance of the vision areas map should complement the

guidance of the future land use map. The information from each document should be used together in the decision making process.

City Work Program and Budgets. The wise allocation of city resources is also key to *Vision 2100's* success. One way the City allocates resources is through department work programs and operating budgets. Another method is the capital improvement program (CIP), which determines where capital funds will be spent. *Vision 2100* should influence the development of each of those documents; general consistency between those documents and *Vision 2100* should be maintained.

Other City Functions and Tools. In addition to individual land use decisions, budgets, and work programs, *Vision 2100* should provide guidance to several other activities, including:

- *Future Area Plans.* Transformation and intensification of a specific area must be guided by a carefully crafted area plan, outlining appropriate future land uses and necessary infrastructure. The recommendations of *Vision 2100* should be considered in the development of those plans, as they will be especially important tools for guiding future development in the green and red areas.
- *Zoning and Regulatory Tools.* One of the most important aspects of *Vision 2100* is that it represents a change in thinking about how to approach the challenges of the future. In part, that change of approach means providing incentives and market-based solutions to encourage resilient decisions. Implementing such an approach will require many revisions to Norfolk's regulatory scheme.



Norfolk's fiscal year 2017 budget document, which includes departmental operating budgets and the CIP.

- *Stakeholder Relationships.* It was only following an unprecedented collaborative planning process – involving multiple city departments and agencies, residents, and stakeholder groups – that *Vision 2100* was able to be completed. Its implementation will require even more collaboration. In order to fully realize *Vision 2100*'s goals, the City will need to partner with all of its stakeholders to ensure that they incorporate its vision of resilience into their work programs going forward.
- *Neighborhood Outreach and Neighborhood Strategic Planning.* Ongoing neighborhood engagement is an essential part of implementing *Vision 2100*. Of particular importance are outreach efforts to assist neighborhood groups in coordinating flood mitigation strategies in the yellow areas and neighborhood empowerment strategies in the purple areas.
- *Resilience.* Ongoing efforts to address resilience, including social, economic and physical resilience, are essential to realizing *Vision 2100*. A variety of efforts – ranging from stormwater engineering projects in at-risk neighborhoods to affordable housing strategies in underperforming neighborhoods – are underway now. These and future efforts will need to consider the recommendations of *Vision 2100* as they work to improve Norfolk's resilience.

NORFOLKVISION2100

C: Dir., Department of City Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **Amend section 25-10.9, "Tattoo parlor and tattoo school" of the *Zoning Ordinance* in order to eliminate the minimum distance requirement for tattoo parlors and schools from the boundary of any residential district**

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-9**

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

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

III. **Request:** This request is to eliminate the requirement that tattoo parlors/schools be 100 feet from the boundary of any residential district.

IV. **Applicant:** **City Planning Commission**

V. **Description:**

- In 2006, the City Code and the *Zoning Ordinance of the City of Norfolk* were amended to eliminate the prohibition of tattoo parlors, create administrative requirements and permit them by special exception in the D-4 (Downtown Arts and Design) district and the I-1 (Limited Industrial) district.
- The amendments to the City Code require that Tattoo Parlors:
  - Must be permitted through the Department of Public Health; the permit expires at the end of each year
  - Provide a floor plan
  - Are inspected prior to the issuance of the permit
  - Must follow the operational standards set forth in the Code
- In March of this year the regulations pertaining to tattoos were amended again to allow Tattoo Parlor/School in the C-2 district by special exception and to eliminate the required 1,000 linear feet between tattoo parlors/schools.
- This amendment proposes to eliminate the requirement that tattoo parlors/schools be located 100 feet from a residential district.
- Since Tattoo Parlors were permitted in the City, five have been permitted:
  - Ocean Mystique's Norfolk Ink Gallery – 2100 Monticello Avenue

- Fuzion Ink Tattoo Studio – 729 Granby Street
- Otzi Tattoo Agency – 1130 Boissevain Avenue
- All-Out Tattoo – 1540 Azalea Garden Road
- Artisan Body Piercing and Tattoo – 5720 Hoggard Road

- To our knowledge, there have been no negative impacts on adjacent property owners as a result of these tattoo parlors.
- A tattoo parlor is a retail service similar to a hair salon, massage therapy, dry cleaner, and shoe repair, all of which are permitted by-right without any additional locational criteria.

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

Attachments:

Application
Zoning Map
Proposed text

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: October 27, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Susan Pollock Hart, CFM

Staff Report	**Item No. 3**	
Applicant	**City Planning Commission**	
Request	**Zoning Text Amendment**	Amend section 25-10.9, "Tattoo parlor and tattoo school" of the *Zoning Ordinance* in order to eliminate the minimum distance requirement for tattoo parlors and schools from the boundary of any residential district.

A. Summary of Request

This request is to eliminate the minimum 100 foot distance from a tattoo parlor/school and a residential district.

B. Plan Consistency

- The Enhancing Economic Vitality chapter of *plaNorfolk2030* includes an action calling for modifications to city processes, including zoning requirements, to support business investment.
    - The proposed changes to the Zoning Ordinance are consistent with the recommendations of that action.

C. Zoning Analysis

i. General

- In 2006, the City Code and the *Zoning Ordinance of the City of Norfolk* were amended to eliminate the prohibition of tattoo parlors, create administrative requirements and permit them by special exception in the D-4 (Downtown Arts and Design) district and the I-1 (Limited Industrial) district.
- The amendments to the City Code require that Tattoo Parlors:
    - Must be permitted through the Department of Public Health; the permit expires at the end of each year
    - Provide a floor plan
    - Are inspected prior to the issuance of the permit
    - Must follow the operational standards set forth in the Code
- In March of this year the regulations pertaining to tattoos were amended again to allow Tattoo Parlor/School in the C-2 district by special exception and to eliminate the required 1,000 linear feet between tattoo parlors/schools.
- This amendment proposes to eliminate the requirement that tattoo parlors/schools be located 100 feet from a residential district.
- Since Tattoo Parlors were permitted in the City, five have been permitted:

- Ocean Mystique's Norfolk Ink Gallery – 2100 Monticello Avenue
- Fuzion Ink Tattoo Studio – 729 Granby Street
- Otzi Tattoo Agency – 1130 Boissevain Avenue
- All-Out Tattoo – 1540 Azalea Garden Road
- Artisan Body Piercing and Tattoo – 5720 Hoggard Road

- To our knowledge, there have been no negative impacts on adjacent property owners as a result of these tattoo parlors.
- A tattoo parlor is a retail service similar to a hair salon, massage therapy, dry cleaner, and shoe repair, all of which are permitted by-right without any additional locational criteria.

ii. Parking

Tattoo Parlors will still require a Special Exception and each location will be reviewed to ensure parking compliance.

iv. Flood Zone

N/A

D. Transportation Impacts

N/A

E. Historic Impacts

N/A

F. Public School Impacts

N/A

G. Impact on the Environment

Tattoo Parlors will still require a Special Exception and adjacent civic leagues will continue to be notified upon receipt of applications.

H. Impact on Surrounding Area/Site

Tattoo Parlors will still require a Special Exception and each location will be reviewed to ensure that necessary improvements to address impacts on the surrounding area will be recommended.

I. Payment of Taxes

N/A

J. Civic League

N/A

K. Communication Outreach/Notification

Legal notification was placed in *The Virginian-Pilot* on October 13 and 20.

L. Recommendation

- Staff recommends approval of the proposed amendment.
- A tattoo parlor is a retail service no different than any other retail service.
- Since tattoo parlors/schools have been permitted in 2006 there have been no issues or negative impacts to surrounding properties as a result of the use.

Attachments

Application
Proposed text

Proponents and Opponents

Proponents

Chip Eggleston
616 Naval Base Road
Norfolk, Virginia 23517

Opponents

None

10/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND SECTION 25-10.9 OF THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, SO AS TO ELIMINATE THE 100 FOOT MINIMUM SEPARATION REQUIREMENT BETWEEN A "TATTOO PARLOR/SCHOOL" AND ANY RESIDENTIAL ZONING DISTRICT.

- - -

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

Section 1: That section 25-10.9 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Tattoo parlor and tattoo school," is hereby repealed so as to eliminate the 100 foot minimum separation requirement between a "tattoo parlor/school" and any residential zoning district. The repeal shall read as set forth in "Exhibit A," attached hereto.

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

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

ATTACHMENT:
Exhibit A (1 page)

EXHIBIT A

25-10.9 *Reserved.*

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **Amend Table 4-A, "Table of Land Uses" for Residential Districts, to allow Bed and Breakfast Home as a land use permitted by special exception within the R-15 (High Density Multi-Family Housing) zoning district.**

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-10**

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

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

III. **Request:** This request is to allow Bed and Breakfast Home as a land use permitted by special exception within the R-15 (High Density Multi-Family Housing) zoning district.

IV. **Applicant:** **City Planning Commission**

V. **Description:**

- A bed and breakfast, per the *Zoning Ordinance*, is a single-family residence, occupied by an owner or resident manager, which offers lodging on a temporary basis to paying guests in a room or rooms without cooking facilities, and which may offer breakfast to guests.
- Currently, "Bed and Breakfast Home" is permitted by special exception in the R-11 (Moderate Density Multi-Family), R-12 (Medium Density Multi-Family), R-13 (Moderately High Density Multi-Family), and R-14 (High Density Multi-Family) zoning districts.
  - These districts, including R-15, are nearly identical in terms of their permitted uses and share similarities in their purpose statements.
- A bed and breakfast establishment will still require a special exception in the R-15 district and site specific environmental concerns can be considered and addressed.

VI. **Historic Resources Impacts**

The amendment would allow for the adaptive reuse of historic structures in the R-15 district.

VII. Public Schools Impacts

N/A

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. 2	
Applicant	City Planning Commission	
Request	Zoning Text Amendment	Amend Table 4-A, "Table of Land Uses" for Residential Districts, to allow Bed and Breakfast as a land use permitted by special exception within the R-15 (High Density Multi-Family Housing) zoning district.

A. Summary of Request

This request is to allow Bed and Breakfast as a land use permitted by special exception within the R-15 (High Density Multi-Family Housing) zoning district.

B. Plan Consistency

- The Enhancing Economic Vitality chapter of *plaNorfolk2030* includes an action calling for modifications to city processes, including zoning requirements, to support business investment.
  - The proposed changes to the *Zoning Ordinance, of the City of Norfolk, 1992, as amended* are consistent with the recommendations of that action.

C. Zoning Analysis

i. General

- A bed and breakfast, per the *Zoning Ordinance*, is a single-family residence, occupied by an owner or resident manager, which offers lodging on a temporary basis to paying guests in a room or rooms without cooking facilities, and which may offer breakfast to guests.
- Currently, "Bed and Breakfast" is permitted by special exception in the R-11 (Moderate Density Multi-Family), R-12 (Medium Density Multi-Family), R-13 (Moderately High Density Multi-Family), and R-14 (High Density Multi-Family) zoning districts.
  - These districts, including R-15, are nearly identical in terms of their permitted uses and share similarities in their purpose statements.
    - The R-11 through R-14 districts state that "while multi-family residences are a principal permitted use in the district, single-family, semi-detached and two-family residences are also permitted and encouraged to provide a range of housing opportunities."
    - The R-15 district also allows all of these same uses.

- The *Zoning Ordinance* contains various impact controls and general restrictions for a bed and breakfast establishment as a use allowed by special exception. The following restrictions would be pertinent to a bed and breakfast as a use in the R-15 district:
  - It must be operated in a principal structure and not in any accessory structure.
  - To be eligible to apply for a special exception, the majority of the principal structure must have been constructed prior to January 1, 1940.
  - The owner of the bed and breakfast or a full-time manager shall reside on the property.
  - The structure must contain one full bathroom for the exclusive use of the owner or resident manager and other members of the resident household, plus a minimum of one additional full bathroom for every two (2) guest bedrooms in non-HC districts (includes R-15).
  - The guest rooms shall be offered for rent or lease by the day or week. The maximum length of stay is limited to fourteen (14) days in any 30-day period. The owner or resident manager shall keep a current guest register including names, addresses, and the dates of occupancy of all guests. The records shall be available for inspection on request by the zoning administrator.
  - Meals may be offered to the guests.
  - The number of guest rooms shall be established by the special exception but shall not exceed six (6) rooms.

ii. Parking

- The parking requirements for a bed and breakfast are as follows:
  - In the Downtown Character District, 0.67 spaces per guest room plus resident spaces.
  - In the Traditional, Suburban, and Coastal Character Districts, one (1) space per guest room plus resident spaces.
  - Any parking, whether it be on-premises or off-lot, shall be appropriately screened from view.

iii. Flood Zone

N/A

D. Transportation Impacts

N/A

E. Historic Impacts

The amendment would allow for the adaptive reuse of historic structures in the R-15 district.

F. Public School Impacts

N/A

G. Impact on the Environment

A bed and breakfast establishment will still require a special exception in the R-15 district and site specific environmental concerns can be considered and addressed.

H. Impact on Surrounding Area/Site

A bed and breakfast establishment will still require a special exception in the R-15 district and each location will be reviewed to ensure that necessary improvements to address impacts on the surrounding area will be recommended.

I. Payment of Taxes

N/A

J. Civic League

N/A

K. Communication Outreach/Notification

Legal notification was placed in *The Virginian-Pilot* on October 13 and 20.

L. Recommendation

- Staff recommends **approval** of the proposed amendment to the *Zoning Ordinance*.
- The proposed text amendment allows a use within an appropriate zoning district by special exception, which ensures protection of residential properties from potential negative impacts associated with this use.

Attachments

Zoning Map of R-11 through R-14 districts
Zoning Map of R-15 districts
Application
Proposed text

Proponents and Opponents

Proponents
None

Opponents
None

10/24/2016 lds

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved: CW

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND TABLE 4-A OF THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, SO AS TO ALLOW "BED AND BREAKFAST HOME" AS A USE PERMITTED BY SPECIAL EXCEPTION IN THE R-15 (MULTI-FAMILY RESIDENTIAL) DISTRICT.

- - -

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

Section 1:- That Table 4-A of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Table of Land Uses," is hereby amended and reordained so as to allow "Bed and Breakfast Home" as a use permitted by special exception in the R-15 (Multi-family Residential) Districts. The table shall read as set forth in "Exhibit A," attached hereto.

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

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

ATTACHMENT:
Exhibit A (3 pages)

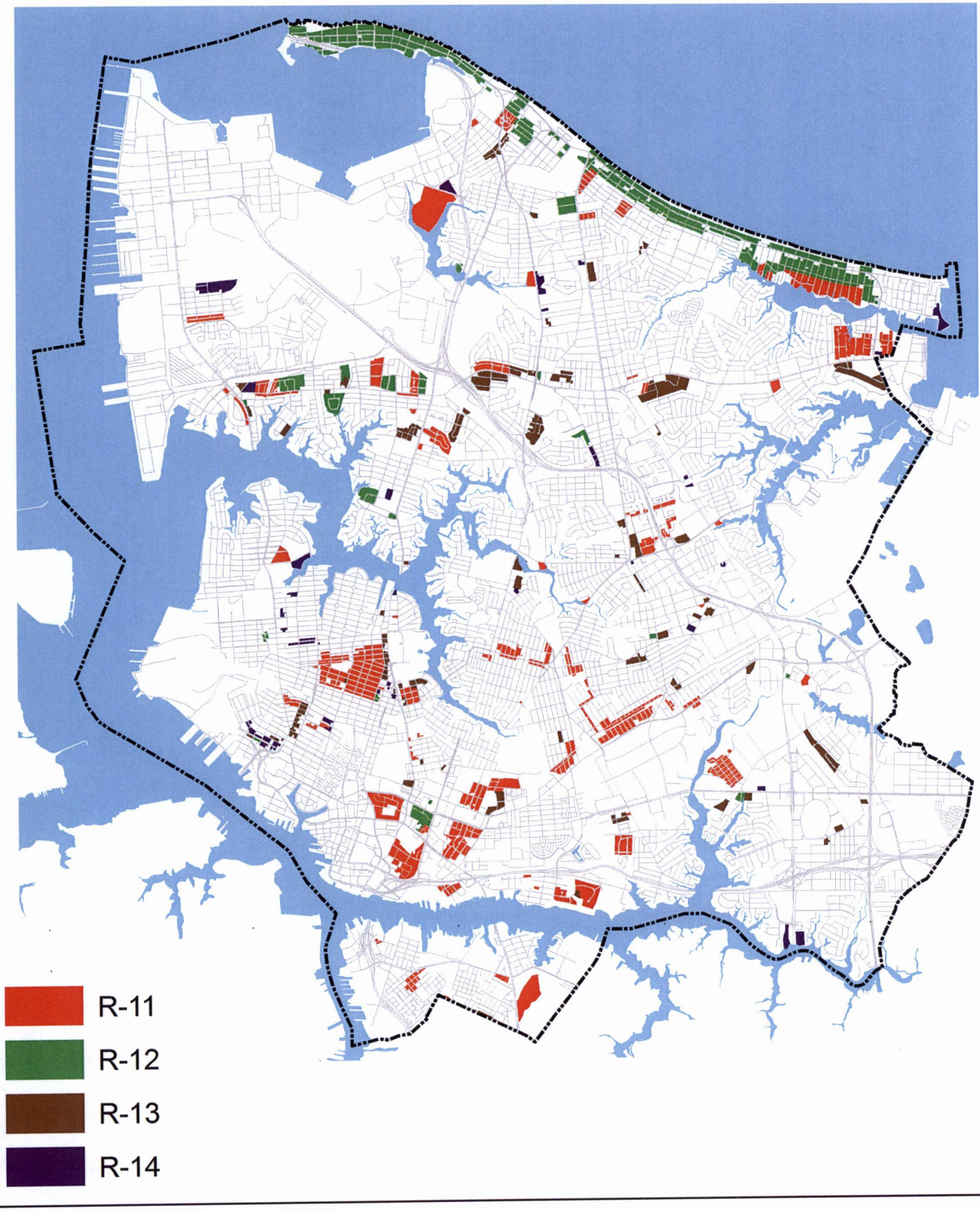
EXHIBIT A

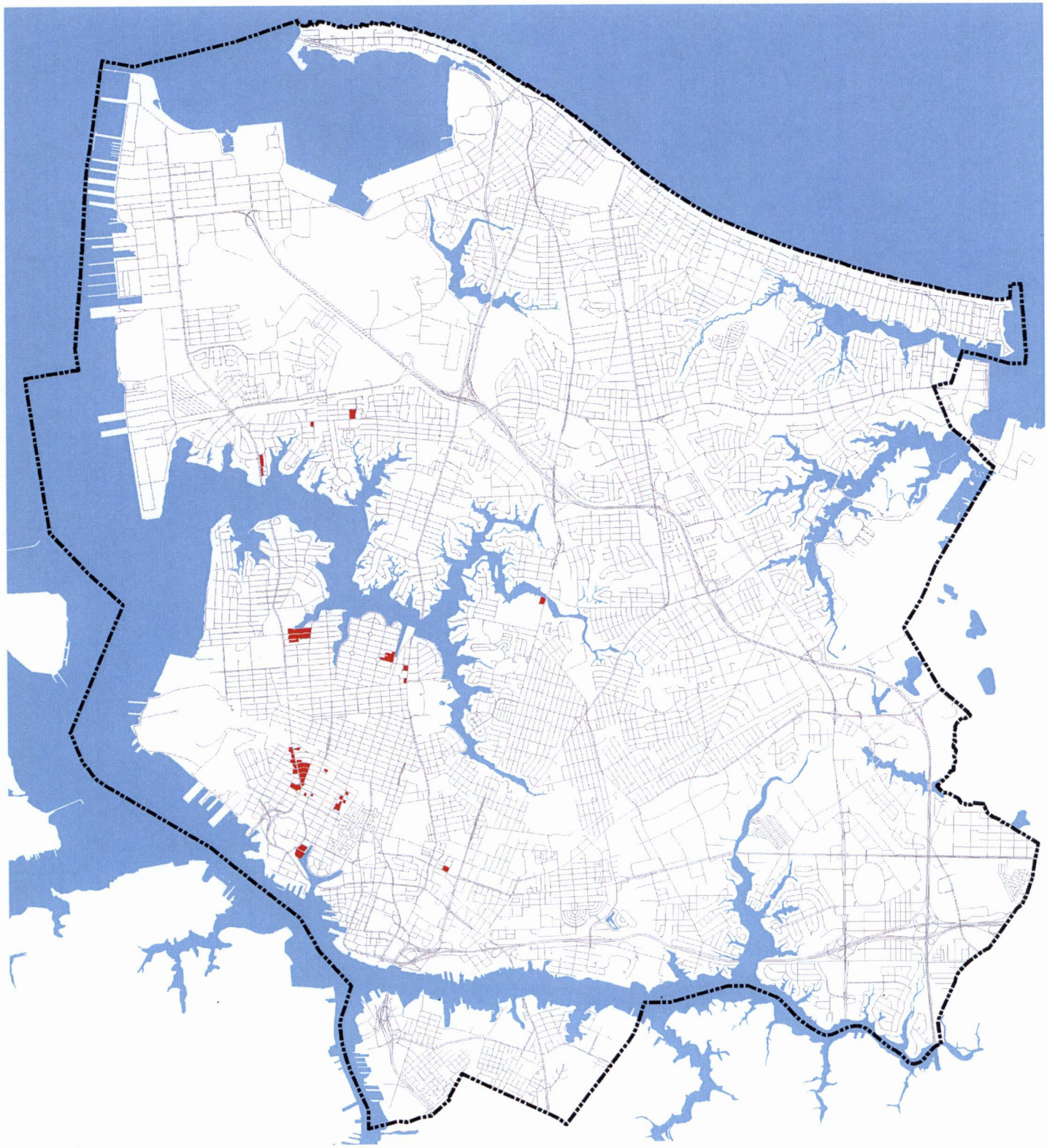
RESIDENTIAL DISTRICTS
TABLE 4-A – TABLE OF LAND USES

LAND USES P = Permitted Use S = Special Exception Use	RESIDENTIAL DISTRICTS																COMMENTS
	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8	R-9	R-10	R-11	R-12	R-13	R-14	R-15	UR	
RESIDENTIAL USES																	
Congregate Housing											P	P	P	P	P		
Day Care Home - large lot (maximum of 9 children)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		Minimum lot area of 6,000 sq. ft. required Subject to the requirements of § 4-0.5 Day care home
Day Care Home - small lot (maximum of 9 children)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		Minimum lot area of 5,000 sq. ft. required Subject to the requirements of § 4-0.5 Day care home
Day Care Home (more than 9 children)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		Minimum lot area of 10,000 sq. ft. required Maximum of 12 children; Subject to the requirements of § 4-0.5 Day care home and § 25-10.2.2 Day care home
Dormitory											S	S	S	S	S		
Fraternity/Sorority House											S	S	S	S	S		
Group Home	S	S	S	S	S	S	S	S	S		P	P	P	P	P		Parking reduction subject to the requirements of §15.5-1(b)
Group Home for the Handicapped	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

LAND USES P = Permitted Use S = Special Exception Use	RESIDENTIAL DISTRICTS															COMMENTS
	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8	R-9	R-10	R-11	R-12	R-13	R-14	R-15	UR	
Multi-Family (3-6 units)											P	P	P	P	P		
Multi-Family (7 or more units)											S	S	P	P	P		
Rooming House											S	S	S	S	S		Subject to the requirements of City Code § 22-27 – 34
Semi-Detached Dwelling											P	P	P	P	P	P	
Single-Family	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	Auxiliary units allowed in UR District by special exception; subject to the requirements of § 4-16
Townhouse										P			P	P	P	P	
Two-Family											P	P	P	P	P		
COMMERCIAL USES																	
Bed and Breakfast Home											S	S	S	S	S		Subject to the requirements of § 25-10.10 Bed and Breakfast
PUBLIC AND CIVIC USES (Sites < 1 Acre)																	
Community Dock	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day Care Center, Adult											S	S	S	S	S		
Day Care Center, Child											S	S	S	S	S		Subject to the requirements of § 25-10.2 Day care center

LAND USES P = Permitted Use S = Special Exception Use	RESIDENTIAL DISTRICTS																COMMENTS
	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8	R-9	R-10	R-11	R-12	R-13	R-14	R-15	UR	
Day Care Center, Child (only as accessory uses to nonresidential uses)	S	S	S	S	S	S	S	S	S	S							Subject to the requirements of §25-10.2 Day care center; on lots at least 20,000 square feet in area
Governmental Operations (non-industrial)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreation Center, Community (Private)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Recreation Center, Community (public)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Religious Institution	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Utility Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Yacht Club/Country Club	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	


R-11
R-12
R-13
R-14


R-15

REQUEST FOR TEXT AMENDMENT

Date of request: 9/12/16

DESCRIPTION OF REQUESTED AMENDMENT

Purpose of Amendment: Add Bed and Breakfast as a use allowed by Special Exception in R-15

Ordinance Section(s) to be amended (if known) Table 4-A - Table of Land Uses - Residential Districts

Ordinance Section(s) to be added (if known)

REQUESTOR INFORMATION

Name of requestor (Last) Levin (First) Richard (MI) ____

Mailing address (Street/P.O. Box) 610 Pembroke Ave

(City) Norfolk (State) VA (Zip Code) 23507

Daytime telephone number (757) 630-2342 Fax number ( ) ____

E-mail address richardglevin@gmail.com

Print name: Richard Levin **Sign:** _____ / ____ / ____
(Applicant or Authorized Agent Signature) (Date)

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

TABLE 4-A—TABLE OF LAND USES																	
LAND USES	RESIDENTIAL DISTRICTS																COMMENTS
P = Permitted Use S = Special Exception Use	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8	R-9	R-10	R-11	R-12	R-13	R-14	R-15	UR	
COMMERCIAL USES																	
Bed and Breakfast Home											S	S	S	S	S		Subject to the requirements of § 25-10.10 Bed and Breakfast

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **Amend Table 8-A, "Downtown Districts Table of Land Uses," within the *Zoning Ordinance of the City of Norfolk,* 1992 as amended to allow Vendors on private property in the D-2 (Downtown Regional Center) and D-4 (Downtown Arts and Design) Districts**

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-11**

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

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

III. **Request:** This request is to vendors on private property in the two of the Downtown districts.

IV. **Applicant:** **City Planning Commission**

V. **Description:**

- In 1998, the City Code and the *Zoning Ordinance of the City of Norfolk* were amended to allow Vendors on private property in the following districts:
  - Office and Business Commerce Parks (O-1, BC-1, BC-2)
  - Commercial (C-2, C-3, C-4)
  - Industrial (I-1, I-2)
  - Special Purpose Districts (IN-2, OSP)
- At that time, the decision was made to not allow Vendors in the Downtown Area.
- In 2013, the City Code was amended to allow Vendors to operate in the right-of-way by participating in a Downtown vendor program.
- The proposed amendment would allow Vendors on private property in the D-2 and D-4 districts.
  - This amendment would allow both food and merchandise vendors.
  - As with any other business, permission of the property owner would be required to vend from any particular site.

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

Attachments:
Application
Zoning Map
Proposed text

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: October 27, 2016

Executive Secretary: George M. Homewood, FAICP, CFM

Planner: Susan Pollock Hart, CFM

Staff Report	**Item No. 4**	
Applicant	**City Planning Commission**	
Request	**Zoning Text Amendment**	Amend Table 8-A, "Downtown Districts Table of Land Uses," within the *Zoning Ordinance of the City of Norfolk,* 1992 as amended to allow Vendors on private property in the D-2 (Downtown Regional Center) and D-4 (Downtown Arts and Design) Districts.

A. Summary of Request

This request is to allow Vendors on private property in the D-2 and D-4 districts.

B. Plan Consistency

- The Enhancing Economic Vitality chapter of *plaNorfolk2030* includes an action calling for modifications to city processes, including zoning requirements, to support business investment.
  - The proposed changes to the *Zoning Ordinance* are consistent with the recommendations of that action.

C. Zoning Analysis

i. General

- In 1998, the City Code and the *Zoning Ordinance of the City of Norfolk* were amended to allow Vendors on private property in the following districts:
  - Office and Business Commerce Parks (O-1, BC-1, BC-2)
  - Commercial (C-2, C-3, C-4)
  - Industrial (I-1, I-2)
  - Special Purpose Districts (IN-2, OSP)
- At that time, the decision was made to not allow Vendors in the Downtown Area.
- In 2013, the City Code was amended to allow Vendors to operate in the right-of-way by participating in a Downtown vendor program.
- The proposed amendment would allow Vendors on private property in the D-2 and D-4 districts.
  - This amendment would allow both food and merchandise vendors.
  - As with any other business, permission of the property owner would be required to vend from any particular site.

ii. Parking
N/A

iv. Flood Zone
N/A

D. Transportation Impacts
N/A

E. Historic Resource Impacts
N/A

F. Public School Impacts
N/A

G. Environmental impacts
N/A

H. Surrounding Area/Site Impacts
Vendors would provide an opportunity for additional vibrancy and Street life that doesn't currently exist.

I. Payment of Taxes
N/A

J. Civic League
N/A

K. Communication Outreach/Notification
Legal notification was placed in *The Virginian-Pilot* on October 13 and 20.

L. Recommendation

- Staff recommends approval of the proposed amendment.

Attachments
Application
Zoning Map
Proposed text

ii. Parking
N/A

iv. Flood Zone
N/A

D. Transportation Impacts
N/A

E. Historic Resource Impacts
N/A

F. Public School Impacts
N/A

G. Environmental impacts
N/A

H. Surrounding Area/Site Impacts
Vendors would provide an opportunity for additional vibrancy and Street life that doesn't currently exist.

I. Payment of Taxes
N/A

J. Civic League
N/A

K. Communication Outreach/Notification
Legal notification was placed in *The Virginian-Pilot* on October 13 and 20.

L. Recommendation
- Staff recommends approval of the proposed amendment.

Attachments
Application
Zoning Map
Proposed text
E-mail of support from Downtown Norfolk Council

Proponents and Opponents

Proponents
None

Opponents
None

10/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND TABLE 8-A OF THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, SO AS TO ALLOW "VENDOR" AS A PERMITTED USE IN IN THE D-2 (DOWNTOWN REGIONAL CENTER) AND D-4 (DOWNTOWN ARTS AND DESIGN) DISTRICTS.

- - -

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

Section 1:- That Table 8-A of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Table of Land Uses," is hereby amended and reordained so as to allow "Vendor" as a permitted use in the D-2 (Downtown Regional Center) and D-4 (Downtown Arts and Design) Districts. The table shall read as set forth in "Exhibit A," attached hereto.

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

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

ATTACHMENT:
Exhibit A (4 pages)

Exhibit A

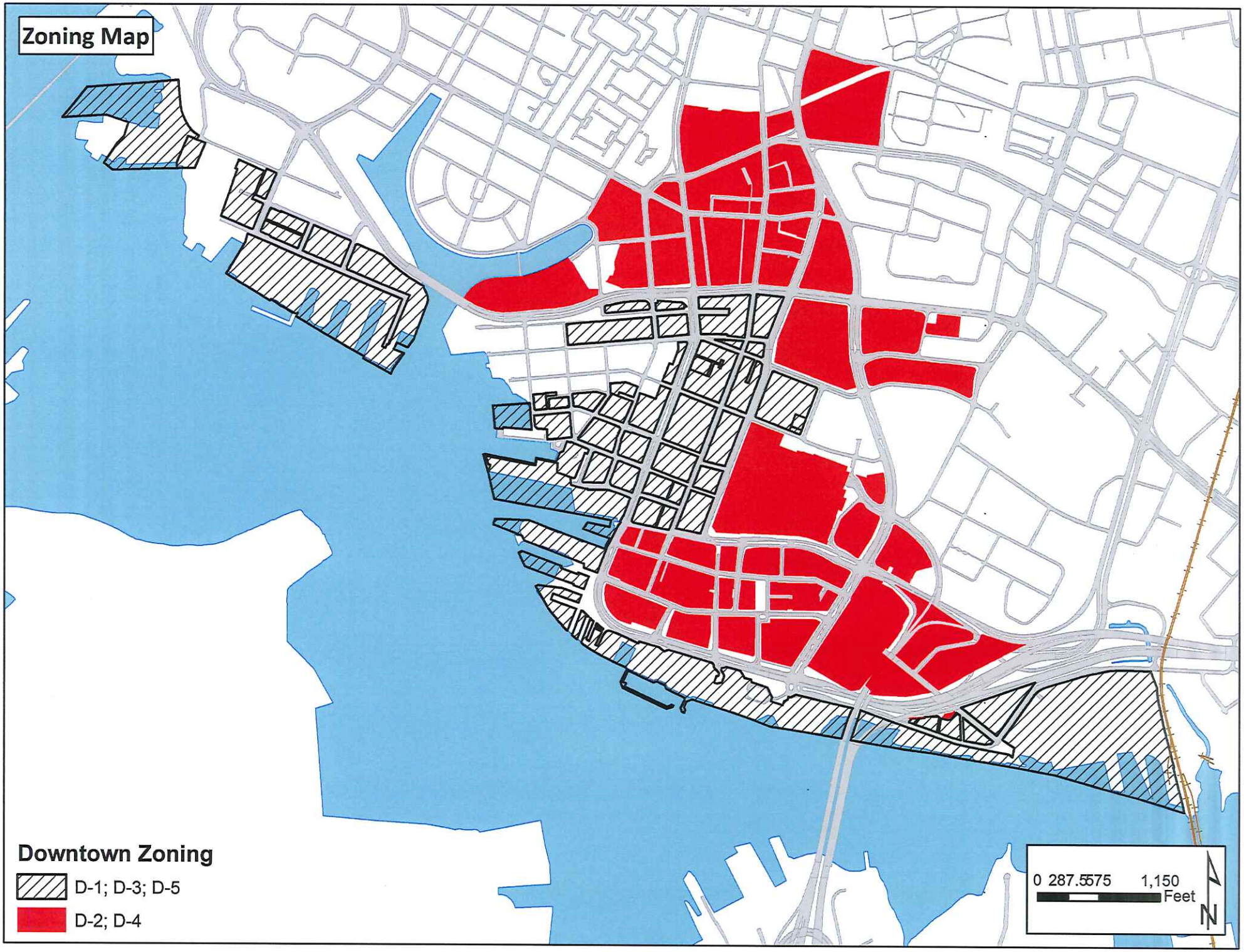
DOWNTOWN DISTRICTS
TABLE 8-A – TABLE OF LAND USES

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS					COMMENTS
	D-1	D-2	D-3	D-4	D-5	
RESIDENTIAL USES						
Continuing Care Retirement Community					P	
Mixed Uses	P	P	P	P	P	
Multi-Family (3-6 units)	P	P	P	P	P	
Multi -Family (7 or more units)	P	P	P	P	P	
Townhouse	P	P	P	P	P	
OFFICE USES						
Office	P	P	P	P	P	
Office, Contractor (no exterior storage)	P	P	P	P	P	
Office/Clinic, Medical		P	P	P	P	
COMMERCIAL USES						
After Hours Membership Organization	S	S	S			
Antique Store				P		
Art Gallery	P	P	P	P	P	
Automobile and Truck Rental			S	S		
Automobile and Truck Repair				S		Subject to the requirements of §25-10.3 Automobile repair and gas station
Bed and Breakfast			P	P		
Brewpub	S	S	S	S	S	
Commercial Drive-Through	S	S	S			Subject to the requirements of §25-10.8 Commercial drive-through facility
Consignment Shop			P	P		Limited to 3,500 square feet or less
Convenience Store, 24-hours	S	S	S	S	S	

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS					COMMENTS
	D-1	D-2	D-3	D-4	D-5	
Convenience Store, 24-hours (with fuel sales)				S	S	Subject to the requirements of §25-10.3 Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Eating and Drinking Establishment	S	S	S	S	S	Subject to the requirements of §25-10.1 Adult uses
Eating Establishment	P	P	P	P	P	
Entertainment Establishment	S	S	S	S	S	Subject to the requirements of §25-10.1 Adult uses
Farmer's Market			S	P		
Financial Institution	P	P	P	P	P	
Flea Market, Indoor				S		
Flea Market, Outdoor				S		
Gas Station				S		Subject to the requirements of §25-10.3 Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Health and Fitness Facility	P	P	P	P	P	
Hotel/Motel	P	P	P	P	P	Subject to the permit requirements of Norfolk City Code chapter 22, article II (§ 22-27 et seq.)
Marina (without boat repair)	S				P	
Parking Facility	P	P	P	P	S	
Recreation Center, Commercial	S	S	S	S		
Recreational Sports, Indoor		P	P	P	P	
Recreational Sports, Outdoor				S		
Retail Goods Establishment	P	P	P	P	P	
Retail Goods Establishment (operating after midnight)	S	S	S	S	S	
Retail Services Establishment	P	P	P	P	P	

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS					COMMENTS
	D-1	D-2	D-3	D-4	D-5	
Retail Services Establishment (operating after midnight)	S	S	S	S	S	
Sale of Alcoholic Beverages for Off-Premises Consumption	S	S	S	S	S	Subject to the requirements of §25-10.1 Adult uses
Studio, Arts		P	P	P		
Studio, Dance	P	P	P	P	P	
Tattoo Parlor/School				S		Subject to the requirements of §25-10.9 Tattoo parlor and tattoo school
Theater	P	P	P	P	P	
Therapeutic Massage Facility			P	P		
Used Books/Media Sales			S	P		
Used Merchandise Establishment				S		
Vendor		P		P		
PUBLIC AND CIVIC USES						
Amphitheater, Arena, Stadium	P			P		
Broadcast Studio	P	P	P	P	P	
Communication Tower (commercial)	S	S	S	S	S	Subject to the requirements of §25-10.5 Communication Tower
Conference Center	P	P				
Correctional Facility		P				
Day Care Center, Adult		P	P	P	P	
Day Care Center, Child		S	S	S	S	Subject to the requirements of §25-10.2 Day care center
Educational Facility, College/University		P	P	P		
Educational Facility, K—8		P	P	P		
Educational Facility, 6-12		P	P	P		
Educational Facility Professional and Vocational		P	P	P		
Governmental Operations (non-industrial)	P	P	P	P	P	
Heliport	P					

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS					COMMENTS
	D-1	D-2	D-3	D-4	D-5	
Library		P	P	P		
Membership Organization	P	P	P	P	S	
Museum	P	P	P	P	P	
Outreach Center				S		
Park	P	P	P	P	P	
Passenger Terminal, Bus				P		
Passenger Terminal, Cruise Ship	P					
Passenger Terminal, Railroad	P					
Recreation Center, Community (private)				P		
Recreation Center, Community (public)				P		
Religious Institution	P	P	P	P	S	
Utility Facility	P	P	P	P	P	
INDUSTRIAL USES						
Brewery/Cidery/Distillery/Winery				P		
Microbrewery	S	S	S	S	S	
Micro-distillery	S	S	S	S	S	
Warehouse/Wholesale				S		


Zoning Map
Downtown Zoning
D-1; D-3; D-5
D-2; D-4
0 287.5575 1,150
Feet
N

Pollock, Susan

From: Mary E. Miller <mmiller@downtownnorfolk.org>
Sent: Thursday, October 27, 2016 9:53 AM
To: Newcomb, Leonard; Pollock, Susan
Cc: Homewood, George; Earl Fraley (smithco@cavtel.net)
Subject: Zoning Text Amendment D-2 and D-4

Good Morning,

We are not able to attend the CPC Public Hearing this afternoon but wanted to let you know that the Downtown Norfolk Council supports the proposed text amendment to allow vendors on private property in the D-2 and D-4 Districts.

Best Regards,
Mary

Mary B. Miller
President & CEO
Downtown Norfolk Council
223 E. City Hall Avenue, Suite #212, Norfolk, VA 23510

Phone: (757) 623-1757
Fax: (757) 623-1756
Cell: (757) 342-6201
mmiller@downtownnorfolk.org
DowntownNorfolk.org

The Downtown Norfolk Council is the unifying voice of its members and stakeholders, and the primary catalyst for advancing the collective vision for the future of Downtown. We are committed to being a leader, an advocate and a resource for Downtown's continuing development as an attractive, dynamic and economically vital place.

PH-12 Property Exchange between the City of Norfolk and Jesse Riley
Continued to December 20

9/1/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING THE CONVEYANCE TO THE CITY OF NORFOLK BY JESSE RILEY OF A CERTAIN PARCEL OF PROPERTY LOCATED ADJACENT TO 6100 BROMLEY COURT CONTAINING APPROXIMATELY 0.011 ACRE OF LAND, IN EXCHANGE FOR THE CONVEYANCE TO JESSE RILEY BY THE CITY OF NORFOLK OF A CERTAIN PARCEL OF PROPERTY ADJACENT TO 6100 BROMLEY COURT CONTAINING APPROXIMATELY 0.038 ACRE OF LAND.

- - -

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

Section 1:- That the conveyance to the City of Norfolk ("City") by Jesse Riley ("Riley") of a certain parcel of property located adjacent to 6100 Bromley Court ("Riley Property"), containing approximately 0.011 acre of land, in exchange for the conveyance to Riley by the City of a certain parcel of property located adjacent to 6100 Bromley Court ("City Property"), containing approximately 0.038 acre of land, all parcels being more particularly described in Exhibit A and shown on Exhibit B attached hereto, is hereby approved.

Section 2:- That the Riley Property and City Property are of comparable value, therefore no additional compensation is required by either party.

Section 3:- That the terms and conditions of the Property Exchange Agreement ("Agreement") between the City and Riley, a copy of which is attached hereto as Exhibit C, are hereby approved.

Section 4:- That the City Manager and other proper officers of the City are hereby authorized to execute the Agreement and do all things necessary for its implementation.

Section 5:- That the City Manager is further authorized to correct, amend or revise the Agreement as he may deem advisable consistent with the intent of the Council as expressed therein.

Section 6:- That this ordinance shall be in effect from and after 30 days from the date of its adoption.

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **Special Exception to operate an Eating and Drinking Establishment at 7920 Chesapeake Boulevard, Suite A – Mi Tierra Maya Mexican Grill**

Reviewed: _____ **Ward/Superward: 5/6**
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 operate an Eating and Drinking Establishment.

IV. **Applicant:** **Mi Tierra Maya Mexican Grill by San Junita Ayala**

V. **Description:**

- The site is located within the Bayview Plaza shopping center, which is on the northeast corner of Chesapeake Boulevard and East Little Creek Road, within the southwestern section of the South Bayview neighborhood.
- This request allows a new restaurant, Mi Tierra Maya Mexican Grill, to open in a space previously occupied by El Gavilan Pupuseria y Restaurante within the Bayview Plaza shopping center and serve alcohol for on-premises consumption.
- Landscaping improvements include 16 plantings along the Chesapeake Boulevard frontage.

	Prior (El Gavilan Pupuseria y Restaurante)	Proposed (Mi Tierra Maya Mexican Grill)
Hours of Operation and for the Sale of Alcohol	10:00 a.m. until 9:00 p.m., Monday through Thursday 10:00 a.m. until 10:00 p.m., Friday through Sunday	11:00 a.m. until 11:00 p.m., Monday through Thursday 11:00 a.m. until 2:00 a.m., Friday through Sunday
Seating	42 seats indoors 0 seats outdoors 49 total capacity	88 seats indoors 0 seats outdoors 99 total capacity

VI. **Historic Resources Impacts:**
The site is not located within a federal, state, or local historic 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. 13	
Address	7920 Chesapeake Boulevard, Suite A	
Applicant	Mi Tierra Maya Mexican Grill	
Request	Special Exception	Eating and Drinking Establishment
Property Owner	Qiu Xue Li	
Site Characteristics	Building/Suite Area	8,180 sq. ft./2,257 sq. ft.
	Future Land Use	Commercial
	Zoning	C-2 (Corridor Commercial)
	Neighborhood	South Bayview
	Character District	Suburban
Surrounding Area	North	C-2: Harbor Inn Bar & Grill
	East	C-2: Bayview Plaza Apartments
	South	C-2: Eda's Sewing Shop & Alteration
	West	C-2: CVS pharmacy, contractor's office

A. Summary of Request

- The site is located within the Bayview Plaza shopping center, which is on the northeast corner of Chesapeake Boulevard and East Little Creek Road, within the southwestern section of the South Bayview neighborhood.
- This request allows a new restaurant, Mi Tierra Maya Mexican Grill, to open in a space previously occupied by El Gavilan Pupuseria y Restaurante within the Bayview Plaza shopping center and serve alcohol for on-premises consumption.

B. Plan Consistency

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

C. Zoning Analysis

i. General

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

	Prior (El Gavilan Pupuseria y Restaurante)	Proposed (Mi Tierra Maya Mexican Grill)
Hours of Operation and for the Sale of Alcohol	10:00 a.m. until 9:00 p.m., Monday through Thursday 10:00 a.m. until 10:00 p.m., Friday through Sunday	11:00 a.m. until 11:00 p.m., Monday through Thursday 11:00 a.m. until 2:00 a.m., Friday through Sunday
Seating	42 seats indoors 0 seats outdoors 49 total capacity	88 seats indoors 0 seats outdoors 99 total capacity

- Special exception history:

City Council Approval	Applicant	Request
2003	Sabor Latino Restaurant	Entertainment establishment
2007	El Gavilan	Eating and drinking establishment
2014	El Gavilan Pupuseria y Restaurante	New operator – eating and drinking establishment
Pending	Mi Tierra Maya Mexican Grill	New operator – eating and drinking establishment

ii. Parking

- Since the proposal is replacing an existing eating and drinking establishment it does not increase the parking requirement.

- Although the seating numbers have been increased since the last special exception application, the parking requirement is based on the size of the establishment, which remains the same, as opposed to the number of seats.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that this restaurant will generate 222 new vehicle trips per day by increasing total indoor seating at this location by 46 seats above currently approved levels.
- Chesapeake Boulevard adjacent to the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit services with Hampton Roads Transit bus routes 3 (Chesapeake), 8 (Tidewater) and 21 (Little Creek) operating near the site.
- Chesapeake Boulevard 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 not located within a federal, state, or local historic 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

Landscaping improvements include 16 plantings along the Chesapeake Boulevard frontage and the species must be approved by the Department of Recreation, Parks and Open Space.

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

- The site is located within a shopping center and is surrounded by a mix of commercial uses and should not have a negative impact on the neighborhood.
- Over the past year there have been nine calls for police service to the shopping center with no arrests made.

J. Payment of Taxes

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

K. Civic League

- Notice was sent to the South Bayview and Crossroads Civic Leagues on September 15.
- A letter of concern was received from the Crossroads Civic League on October 5.
- A letter of support was received from the South Bayview Civic League on October 11.
- A letter of support was received from the Greenwood/Elmhurst/Norview Heights Civic League on October 26.

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 11:00 p.m. Monday through Thursday and from 11:00 a.m. until 2:00 a.m. Friday through Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 88 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 99 people.

(c) Landscaping shall be installed and maintained in accordance with the attached landscape plan, marked "Exhibit B," and attached hereto, subject to any revisions required by the Department of Recreation, Parks, and Open Space. The landscaping shall be installed and maintained at a height that forms a continuous hedge along Chesapeake Boulevard, with the plantings no less than three (3) feet apart. A mulched bed shall be installed and maintained around each of the plantings depicted in the plan at all times.

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

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

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

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

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

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

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

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

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

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

(n) No business license shall be issued until condition (c) has been implemented fully on the site.

Attachments

Location Map
Zoning Map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
Landscape Plan
Notification list of all property owners within 300 feet of the site
Notice to the South Bayview and Crossroads Civic Leagues
Letter of Concern from the Crossroads Civic League
Letter of Support from the South Bayview Civic League
Letter of Support from the Greenwood/Elmhurst/Norview Heights Civic League

Proponents and Opponents

Proponents

Gabriella Angelletta – Representative
7930 Chesapeake Boulevard
Norfolk, VA 23518

Kimberlyn Lopez
5549 East Princess Anne Road
Norfolk, VA 23502

Jackie Rochelle
3314 Sewells Point Road
Norfolk, VA 23513

Opponents

Marlene Brown – Crossroads Civic League
8051 Chesapeake Boulevard
Norfolk, VA 23518

Henry E. Brown – Crossroads Civic League
8051 Chesapeake Boulevard
Norfolk, VA 23518

Candice S. Savannah
8224 Kathy Court, Apt 1
Norfolk, VA 23518

P.A. Smith
529 Fishermans Road
Norfolk, VA 23503

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 AUTHORIZING THE OPERATION OF AN EATING AND DRINKING ESTABLISHMENT NAMED "MI TIERRA MAYA MEXICAN GRILL" ON PROPERTY LOCATED AT 7920 CHESAPEAKE BOULEVARD, SUITE A.

- - -

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

Section 1:- That a Special Exception is hereby granted to Mi Tierra Mayas Mexican Grill, Inc. authorizing the operation of an eating and drinking establishment named "Mi Tierra Maya Mexican Grill" on property located at 7920 Chesapeake Boulevard, Suite A. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 158 feet, more or less, along the eastern line of Chesapeake Boulevard beginning 200 feet, more or less, from the northern line of East Little Creek Road and extending northwardly; premises numbered 7920 Chesapeake Boulevard, Suite A.

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages for on-premises consumption shall be limited to 11:00 a.m. until 11:00 p.m. Monday through Thursday and from 11:00 a.m. until 2:00 a.m. the following morning Friday through Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 88 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 99 people.

(c) Landscaping shall be installed and maintained in accordance with the landscape plan attached hereto and marked as "Exhibit B," subject to any revisions required by the City's Department of Recreation, Parks, and Open Space. The landscaping shall be installed and maintained at a height that forms a continuous hedge along Chesapeake Boulevard with plantings spaced no farther than three (3) feet apart. A mulched bed shall be installed and maintained around each of the plantings at all times.

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

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

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

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

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

(i) The business authorized by this Special Exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A,"

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

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

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

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

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

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

any event on the premises.

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

(p) No business license shall be issued until condition (c) has been implemented fully on the site.

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

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

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

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

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

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

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

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

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

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

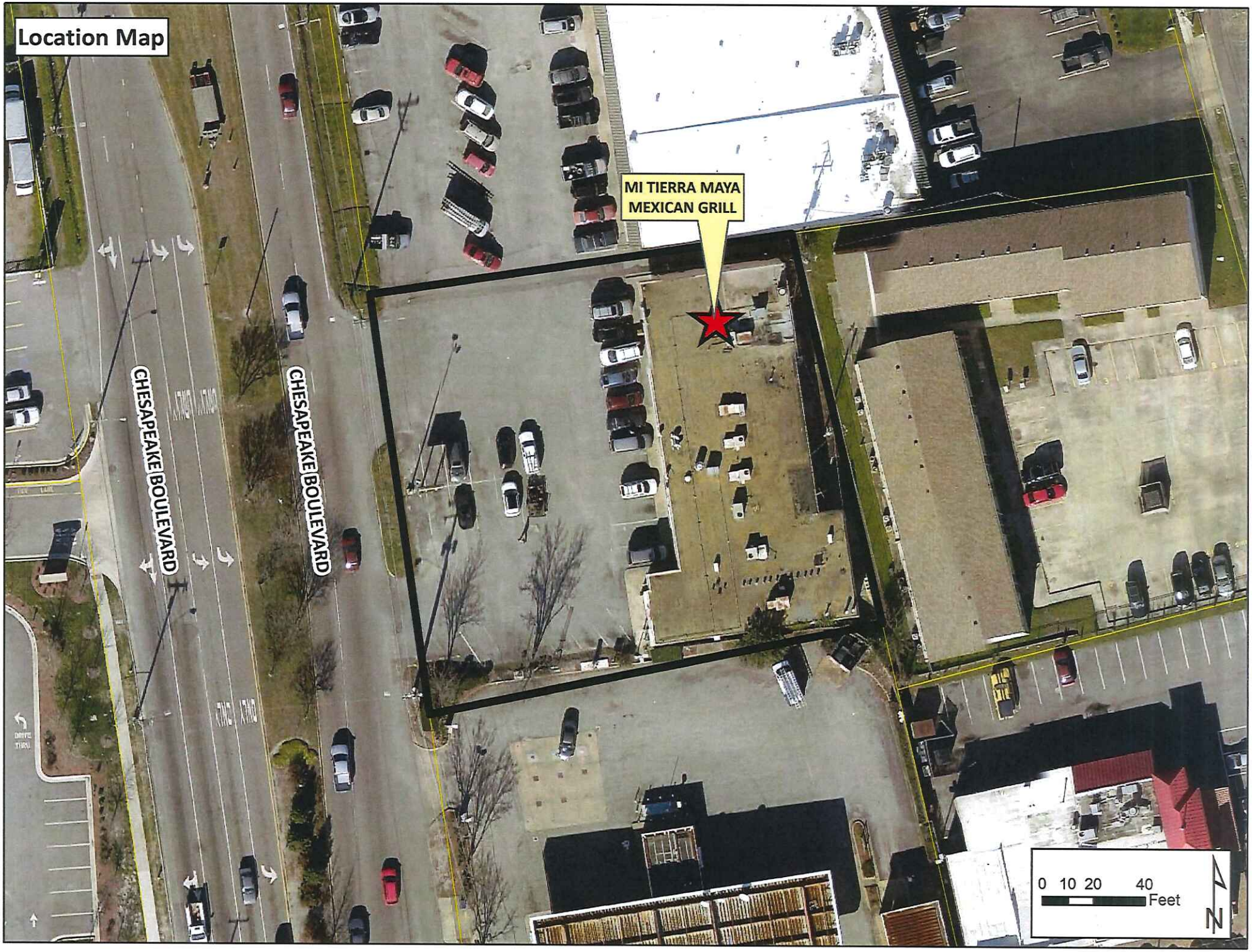
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

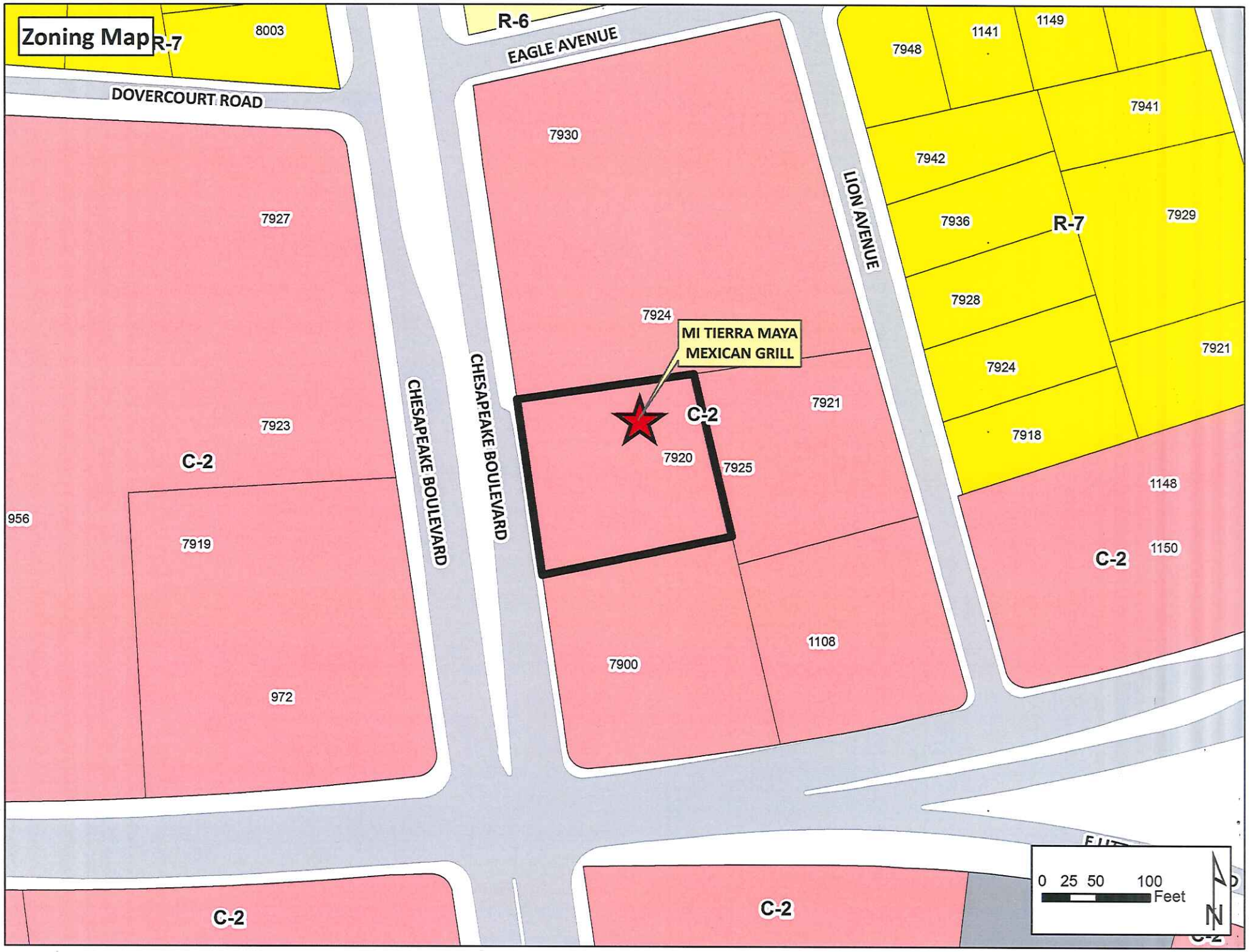
(k) No application for a special exception shall be recommended or granted until any and all delinquent real estate taxes owed to the City of Norfolk on the subject property have been paid.

Section 4:- That 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. 45,789), and an entertainment establishment on this property, adopted on January 7, 2003 (Ordinance No. 40,918), 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)


Location Map
MI TIERRA MAYA
MEXICAN GRILL
CHESAPEAKE BOULEVARD
CHESAPEAKE BOULEVARD
0 10 20 40
Feet
N


Zoning Map
R-7
8003
DOVERCOURT ROAD
R-6
EAGLE AVENUE
7930
7927
7923
C-2
956
7919
972
CHESAPEAKE BOULEVARD
CHESAPEAKE BOULEVARD
7924
MI TIERRA MAYA
MEXICAN GRILL
C-2
7920
7921
7925
7900
1108
LION AVENUE
7948
1141
1149
7941
7942
7936
R-7
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1150
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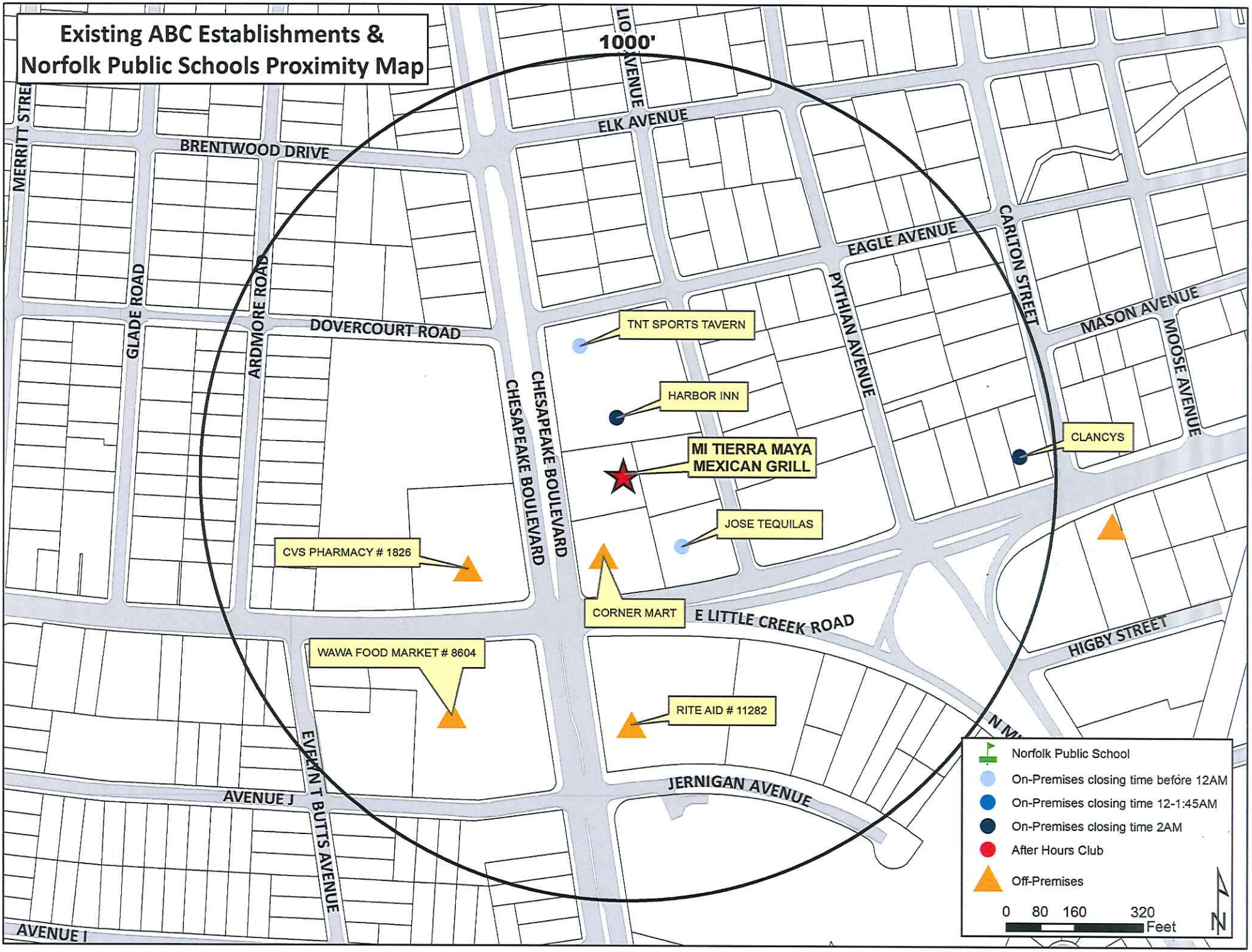
C-2
C-2
0 25 50 100
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
LIO AVENUE
ELK AVENUE
BRENTWOOD DRIVE
MERRITT STREET
GLADE ROAD
ARDMORE ROAD
DOVERCOURT ROAD
CHESAPEAKE BOULEVARD
CHESAPEAKE BOULEVARD
PYTHIAN AVENUE
EAGLE AVENUE
CARLTON STREET
MASON AVENUE
MOOSE AVENUE
TNT SPORTS TAVERN
HARBOR INN
MI TIERRA MAYA
MEXICAN GRILL
CLANCYS
JOSE TEQUILAS
CVS PHARMACY # 1826
CORNER MART
E LITTLE CREEK ROAD
HIGBY STREET
WAWA FOOD MARKET # 8604
RITE AID # 11282
EVELYN T BUTTS AVENUE
AVENUE J
JERNIGAN AVENUE
AVENUE I
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 12 SEP 16

DESCRIPTION OF PROPERTY

Address 7920 CHESAPEAKE BLVD. SUITE A NORFOLK, VA. 23518

Existing Use of Property RESTAURANT

Proposed Use RESTAURANT

Current Building Square Footage _____

Proposed Building Square Footage 2,257 sf ±

Trade Name of Business (if applicable) MI TIERRA MAYA MEXICAN GRILL, INC.

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

1. Name of applicant: (Last) AYALA (First) SAN JUNITA (MI) ____

Mailing address of applicant (Street/P.O. Box): 7930 CHESAPEAKE BLVD. SUITE C

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

Daytime telephone number of applicant (757) 589-1157 Fax (757) 222-8130

E-mail address of applicant: MITIERRAMAYAMEXICANGRILL@YAHOO.COM
Gabriela_Sierra_Z@yahoo.com
(757 589-1157)

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) AYALA (First) SAN JUNITA (MI) ____

Mailing address of applicant (Street/P.O. Box): 7930 CHESAPEAKE BLVD, SUITE C

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

Daytime telephone number of applicant (757) 589-1157 Fax (757) 222-8130

E-mail address of applicant: MITIERAMAYAMEXICANGRILL@YAHOO.COM

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

3. Name of property owner: (Last) LI (First) QIU XUE (MI) ____

Mailing address of property owner (Street/P.O. box): P.O. BOX 1434

(City) VIRGINIA BEACH (State) VA. (Zip Code) 23457

Daytime telephone number of owner (646) 546-6820 email: ____

CIVIC LEAGUE INFORMATION

Civic League contact: PEGGY RUSSELL - SOUTH BAYVIEW - 587-6514

Date(s) contacted: 8 SEPT. 16

Ward/Super Ward information: ____

REQUIRED ATTACHMENTS

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

CERTIFICATION

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

Print name: Qin Que Li (Property Owner) **Sign:** _____ 10 / 12 / 2016 (Date)

Print name: San Juanita Ayala (Applicant) **Sign:** San Juanita Ayala 9 / [illegible] (Date)

City/County of Norfolk Commonwealth of Virginia
The foregoing instrument was acknowledged this 6 day of Sep
2016 by SAN JUANITA AYALA
Notary Public Signature _____
Registration Number 7641519 My Commission Exp 08/31/19

CHRISTOPHER EDWARD SHIVELY NOTARY PUBLIC REG. #7641519 MY COMMISSION EXPIRES 08/31/19 COMMONWEALTH OF VIRGINIA

ONLY NEEDED IF APPLICABLE:

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

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

Z & Q Investment, LLC
P.O. Box 1434
Virginia Beach, VA 23451

June 17, 2016

Virginia Department of
Alcoholic Beverage Control

Re: Mi Tierra Maya Bar and Grill, Inc.
7920 Chesapeake Blvd., Ste. A, Norfolk, VA 23518

Dear Virginia ABC:

I am the manager of Z&Q Investment, LLC, a Virginia limited liability corporation owning the shopping center located at 7920 Chesapeake Blvd., Norfolk, VA 23518.

Mi Tierra Maya Bar and Grill, Inc. is my tenant and I approve the corporation obtaining and utilizing an ABC license in the above referenced property.

If you have any questions or require anything additional from me, please contact my attorney, Kendall D. Rasberry and the law firm of Shuttleworth, Ruloff, Swain, Haddad & Morecock, P.C. at 757-671-6045 or 317 30th Street, Virginia Beach, VA 23451.

Kind regards,

Z&Q Investment, LLC

By: _____
Qiu Xue Li, Manager

EXHIBIT "A"
Description of Operations
Eating and Drinking Establishment

Date 9 SEP 2016

Trade name of business MI TIERRA MAYA MEXICAN GRILL, INC.

Address of business 7920 CHESAPEAKE BLVD. STE A, NORFOLK, VA. 23518

Name(s) of business owner(s)* MI TIERRAMAYA MEXICAN GRILL, INC.

Name(s) of property owner(s)* QIUXUE LI; ZBQ Investment, Armando Flores & San Juanita Ayala

Daytime telephone number (646) 546-6820

*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 11 PM	Weekday	From 11AM	To 11 PM
Friday	From 11 AM	To 2 AM	Friday	From 11AM	To 2AM
Saturday	From 11AM	To 2 AM	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

N/A

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

6a. If yes, why

N/A

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

Monday Tuesday Wednesday Thursday Friday

Saturday Sunday

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

7a. If yes, explain

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

8a. If yes, explain

N/A

9. Will there ever be a minimum age limit?
☐ Yes ☑ No 21 age for drink

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:

THE BUSINESS WILL BE USED FOR A RESTAURANT

[redacted]

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

San Juanita Ayala

Signature of Applicant

City/County of NORFOLK Commonwealth of Virginia
The foregoing instrument was acknowledged this 6 day of 09
2016 by SAN JUANITA AYALA
Notary Public Signature C. S.
Registration Number 7641518 My Commission Exp 08/31/19

CHRISTOPHER EDWARD SHIVELY
NOTARY PUBLIC
REG. #7641518
MY COMMISSION EXPIRES
08/31/19
COMMONWEALTH OF VIRGINIA

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
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) 82
Number of bar seats 6
Standing room ~~99~~

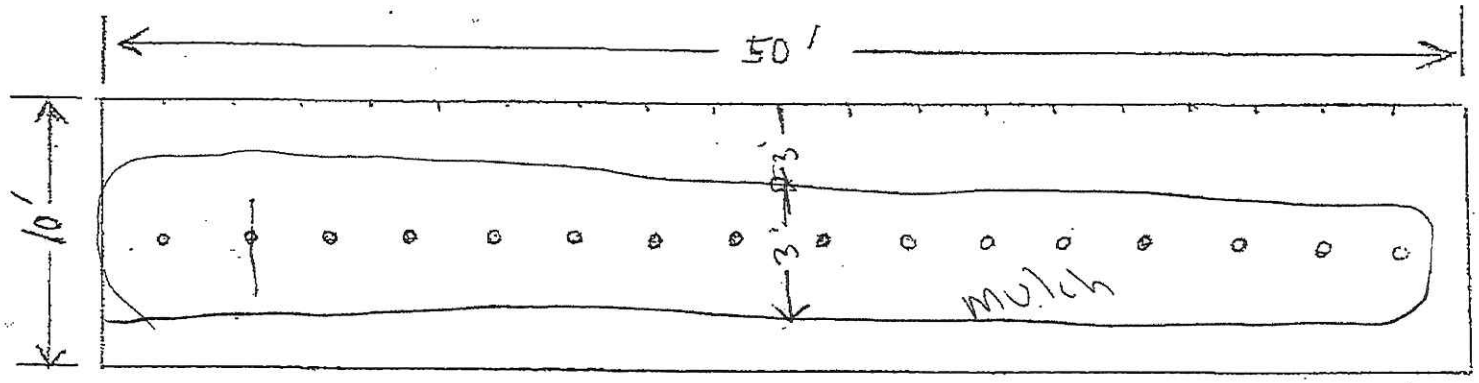
b. Outdoor
Number of seats N/A

c. Number of employees 6

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 99

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

7920 chesapeake Blvd

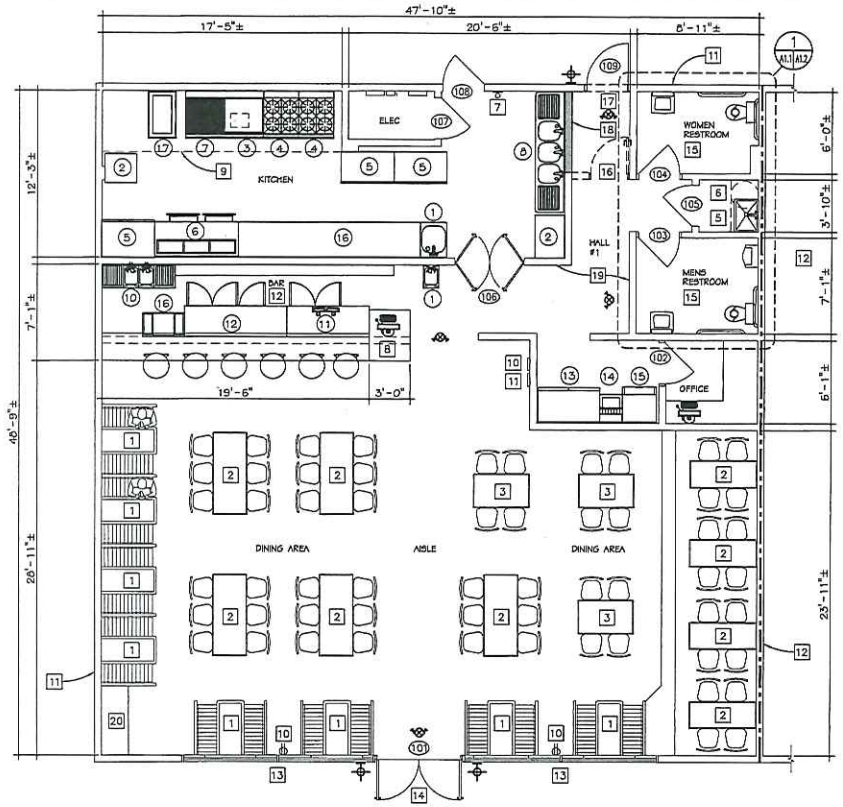


Planting 16 soft Touch Holly on ~~Grass Area~~ mulch bed minimum 3' wide.

3' apart between plants.

scale 25'

Exhibit B



FLOOR PLAN

1/4" = 1'-0"

NOTES THIS SHEET - NEW WORK

1. 48"x24" TABLE WITH BENCH SEATING
2. 48"x24" TABLE
3. 48"x30" TABLE
4. 72"x30" TABLE
5. EXIST MOP SINK
6. WATER HEATER
7. FIRE EXTINGUISHER CABINET OR BRACKET MOUNT AT 60" TO TOP OF EXTINGUISHER
8. POINT OF SALES COUNTER, SEE TYPICAL COUNTER DETAILS
9. KITCHEN EXHAUST HOOD WITH ANSUL SYSTEM
10. POSTED OCCUPANCY SIGN
11. POSTED "NO SMOKING SIGN"
12. EXIST 6" METAL STUD DEMISING PARTITION CONT TO METAL ROOF DECK UL DES NO U465
10. ELECTRICAL RECEPTACLE MAX 18" ABOVE WINDOW HEAD AND AT MAXIMUM 12'-0" OC AS INDICATED
11. EXIST 8" CMU EXTERIOR WALL
12. BAR AND BACK BAR
13. EXIST ALUM STORE FRONT WINDOW SYSTEM
14. EXIST ALUM STOREFRONT ENTRY SYSTEM
15. EXIST HANDICAP ACCESSIBLE TOILET
16. REMOVE EXIST HM DOOR AND FRAME REMOVE EXIST WALL, COMPLETE, AS INDICATED
17. REMOVE EXIST 8" CMU EXTERIOR WALL AS REQUIRED FOR NEW OPENING AND TO 4" BELOW EXIST FIN SLAB EXTEND CONCRETE SLAB THRU NEW OPENING
18. 3 5/8", 20 GA METAL STUDS AT 16" OC WITH 1/2" GWB EACH SIDE TO 8" ABOVE EXIST ACOUSTIC CEILING
19. EXIST METAL STUD INTERIOR PARTITION
20. WAIT STATION SUPPLIES

FOOD SERVICE EQUIPMENT SCHEDULE

ITEM	DESCRIPTION	ITEM	DESCRIPTION
1	HAND SINK	11	KEG REFRIGERATOR
2	FOOR WARMER	12	KEG REFRIGERATOR
3	GRIDDLE	13	REFRIGERATED MECHANDIZER
4	4 BURNER GAS RANGE	14	SODA DISPENSER
5	REFRIGERATOR	15	ICE MACHINE
6	72" SALAD UNIT REFRIGERATOR	16	PREP TABLE
7	GRILL	17	FRYER
8	3 COMPARTMENT SINK		
9	ICE BIN		
10	PREP SINK		

LEGEND

- EXHAUST FAN
- EXIT LIGHT FIXTURE EMERGENCY BATTERY UNIT (E.B.U.)
- EXTERIOR EGRESS LIGHT FIXTURE CEILING MOUNTED
- EXTERIOR EGRESS LIGHT FIXTURE WALL MOUNTED

PROVIDE 90 MINUTE EMERGENCY BATTERY BACKUP
PROVIDE MINIMUM 1 FC AT WALKING SURFACE

FINISH SCHEDULE

ROOM NAME	FLOOR FIN	FLOOR BASE	WAINSCOT FIN	WAINSCOT HGT	WALLS	CEILING FIN	CEILING HGT	NOTES
DINING ROOM	PT	WD	---	---	GWB	ACT2	10'-0"	1
BAR	PT	WD	---	---	GWB	ACT2	10'-0"	
OFFICE	PT	WD	---	---	GWB	ACT2	9'-0"	
MENS TOILET	PT	WD	PT	+48	GWB	ACT2	9'-0"	
WOMENS TOILET	PT	WD	PT	+48	GWB	ACT2	9'-0"	
HALL #1	PT	WD	---	---	GWB	ACT2	9'-0"	2
JANITORS CLOSET	PT	WD	---	---	FRP	ACT2	9'-0"	
KITCHEN	PT	WD			FRP	ACT1	9'-0"	1,2,3
ELECTRICAL ROOM	PT	WD	---	---	GWB	ACT1	9'-0"	

FINISH SCHEDULE NOTES

1. PROVIDE HOLD DOWN CLIPS TYPICAL WITHIN 10'-0" OF ENTRY DOORS
2. PROVIDE 22 GA. #4 FINISH STAINLESS STEEL WALL PROTECTION CONT UNDER EXHAUST HOOD
3. PROVIDE USDA APPROVED MYLAR FACED CLEAN ROOM CEILING TILES

ABBREVIATIONS

ACT	ACOUSTIC CEILING TILE
AL	ALUMINUM
EXP	EXPOSED
FRP	FIBERGLASS REINF PLASTIC PANELS OVER GWB
GWB	GYPSUM WALLBOARD
P	PAINT
PLYWD	PLYWOOD
PT	PORCELAIN TILE
RESIL	RESILIENT

MATERIALS LEGEND

ACOUTIC CEILING ACT1
ARMSTRONG CLEAN ROOM VL
INTERMEDIATE WHITE 15/16 GRID

ACOUTIC CEILING ACT2
ARMSTRONG CIRRUS 2x2 BEVELED TEGULAR
INTERMEDIATE WHITE 9/16 GRID

DOOR SCHEDULE

DOOR NO	DOOR SIZE WxHxTHK	DOOR TYPE	FRAME TYPE	LABEL (MIN)	HARD-WARE	NOTES
101	PR 3'-0"x7'-0"	ALUM	ALUM	----	1	2
102	3'-0"x7'-0"x1 3/4"	SC WD	HM	----	2	2
103	3'-0"x7'-0"x1 3/4"	SC WD	HM	----	3	2
104	3'-0"x7'-0"x1 3/4"	SC WD	HM	----	3	3
105	3'-0"x7'-0"x1 3/4"	SC WD	HM	----	4	2
106	3'-0"x7'-0"x1 3/4"	ALUM	ALUM	----	5	2
107	3'-0"x7'-0"x1 3/4"	HM	HM	----	4	2
108	3'-0"x7'-0"x1 3/4"	HM	HM	----	6	2
109	3'-0"x7'-0"x1 3/4"	HM	HM	----	7	1

DOOR SCHEDULE NOTES

1. EXTERIOR DOORS SHALL PROVIDE A U VALUE OF 0.35
2. EXISTING DOOR AND FRAME

DOOR HARDWARE

HW-1

1 EA	EXIST KEYED MORTISE CYLINDER AND THUMBTURN
2 PR	EXIST PIVOTS
2 EA	EXIST OVERHEAD CLOSER
1 EA	EXIST EXTENSION ROD
2 EA	EXIST PULL PLATE
2 EA	EXIST PUSH BARS
1 EA	EXIST FLAT SADDLE THRESHOLD
1 SET	EXIST WEATHERSTRIPPING

HW-2

1 1/2 PR	HINGES 4 1/2 x 4 1/2
1 EA	MORTISE LOCKSET (OFFICE)
1 EA	OVERHEAD CLOSER
1 EA	WALL STOP

HW-3

1 1/2 PR	HINGES 4 1/2 x 4 1/2
1 EA	MORTISE LOCKSET (PRIVACY)
1 EA	OVERHEAD CLOSER
1 EA	WALL STOP

HW-4

1 1/2 PR	HINGES 4 1/2 x 4 1/2
1 EA	MORTISE LOCKSET (STOREROOM)
1 EA	WALL STOP

HW-5

2 PR	DBL ACTING HINGES
4 EA	DOOR BUMPERS

HW-6

1 1/2 PR	EXIST HINGES 4 1/2 x 4 1/2
1 EA	EXIST MORTISE LOCKSET (ENTRY)
1 EA	EXIST OVERHEAD CLOSER
1 EA	EXIST EXIT DEVICE
1 EA	EXIST FLAT SADDLE THRESHOLD
1 SET	EXIST WEATHERSTRIPPING

HW-7

1 1/2 PR	HINGES 4 1/2 x 4 1/2
1 EA	MORTISE LOCKSET (ENTRY)
1 EA	OVERHEAD CLOSER
1 EA	EXIT DEVICE
1 EA	FLAT SADDLE THRESHOLD
1 SET	WEATHERSTRIPPING

COMMONWEALTH OF VIRGINIA
SALVATORE R. LEMOLE
Lic No. 011792
9-01-15
ARCHITECT

PROJ MGR	SRL
DESIGNED	SRL
DRAWN	SRL
CHECKED	SRL

DATE	
REVISION	

SYMBOL	
PROJECT NO	16048
DATE	1 SEPT 2015

MI TIERRA MAYA MEXICAN GRILL
7920 CHESAPEAKE BLVD NORFOLK, VIRGINIA
SHEET TITLE: FLOOR PLAN AND SCHEDULES

LEMOLE ARCHITECTS
2688 PRODUCTION RD
SUITE 102
VIRGINIA BEACH, VIRGINIA 23454
757-328-2820
SRLEMOLE@GMAIL.COM

SHEET NUMBER
A-1.1
X OF XX

Exhibit B

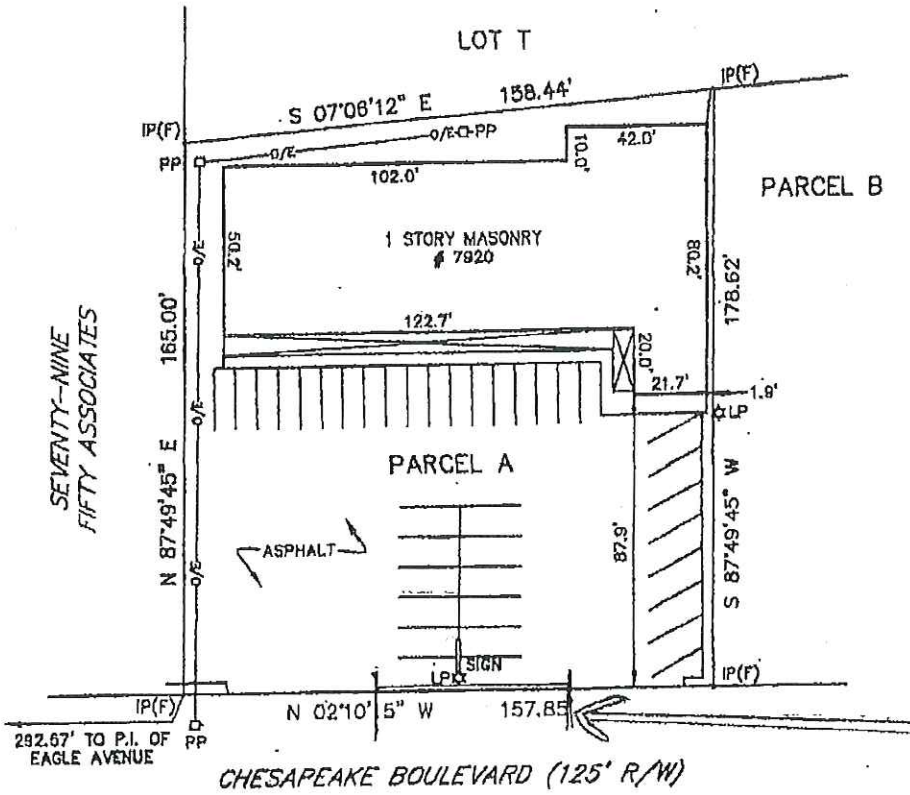
THIS IS TO CERTIFY THAT I, ON OCT. 25, 2011, SURVEYED THE PROPERTY SHOWN HEREON AND THAT THE TITLE LINES AND PHYSICAL IMPROVEMENTS ARE AS SHOWN HEREON. THE IMPROVEMENTS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDINGS EXCEPT AS SHOWN.

SIGNED: Ward M Holmes

NOTES:

1) THE PROPERTY SHOWN HEREON APPEARS TO LIE IN "X" FLOOD ZONE (AREA DETERMINED TO LIE OUTSIDE 500-YEAR FLOODPLAIN) ACCORDING TO F.E.M.A. MAP PANEL NO. 510104-0085F, REVISED SEPT. 2, 2009.
2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, AND MAY NOT SHOW ANY/ALL EASEMENTS AFFECTING THE PROPERTY.

M.B.54 PG.99



project Area

PHYSICAL SURVEY
OF
PARCEL A
RESUBDIVISION PLAT OF
LOT D, LOT E AND UNNAMED PARCEL
PLAT OF PART OF LAND OF M.W. TALBOT
NORFOLK, VIRGINIA
FOR
CHESAPEAKE SHOPS, LLC

COMMONWEALTH OF VIRGINIA
WARD M. HOLMES
LIC. No.1403
Ward M Holmes
10-25-11
LAND SURVEYOR

DATE: OCT. 25, 2011
SCALE: 1" = 40'
NOTE: FOR PLAT SEE M.B.54 PG.99 NORFOLK, VA.

WARD M. HOLMES
LAND SURVEYOR, P.C.
9226 GRANBY STREET
NORFOLK, VIRGINIA 23503
757-480-1230

PROJECT NO. 04-1809

675/7

(760)

7920 Chesapeake Blvd

Mi Tierra Maya Mexican Grill - Notification sent to all Property Owners within 300 feet

Property Owner	Property Address	Mailing Address		
Afify, Mohamad A	7921 Lion Av	407 Kemp Ln	Chesapeake	VA
Edwards, Kelly M Jr & Demaris L	7924 Lion Av	8696 E Lake Rd	Erie	PA
Mwt Corporation	1101 E Little Creek Rd	500 World Trade Ctr	Norfolk	VA
Mwt Corporation	1101 E Little Creek Rd	500 World Trade Ctr	Norfolk	VA
Harrison, Paul W & Lillian G	7918 Lion Av	7918 Lion Ave	Norfolk	VA
Harrison, Paul W & Lillian G	7942 Lion Av	7942 Lion Ave	Norfolk	VA
Steel, Dennis J & Stephanie E	7928 Lion Av	7928 Lion Ave	Norfolk	VA
Mung Mee Inc	1108 E Little Creek Rd	5284 Shenstone Cir	Virginia Beach	VA
Waterville Prop Mangmt Of Nflk Llc	1150 E Little Creek Rd	4525 E Little Creek Rd	Norfolk	VA
Seventy-Nine Fifty Associates	7924 Chesapeake Blvd	Po Box 12136	Norfolk	VA
Barongan, Narciso P	7948 Lion Av	7948 Lion Ave	Norfolk	VA
Gladfelter, Todd J	7936 Lion Av	7936 Lion Ave	Norfolk	VA
Z & Q Investment, Llc	7920 Chesapeake Blvd	Po Box 1434	Virginia Beach	VA
Mwt Corporation	7900 Chesapeake Blvd	500 World Trade Ctr	Norfolk	VA
Mwt Corporation	975 E Little Creek Rd	Po Box 3515	Williamsburg	VA
Mwt Corporation	956 E Little Creek Rd	500 World Trade Ctr	Norfolk	VA
Mwt Corporation	956 E Little Creek Rd	500 World Trade Ctr	Norfolk	VA
Mwt Corporation	956 E Little Creek Rd	500 World Trade Ctr	Norfolk	VA
Mwt Corporation	972 E Little Creek Rd	500 World Trade Ctr	Norfolk	VA

Whitney, Chris

From: McDonald, Colette
Sent: Thursday, September 15, 2016 12:29 PM
To: 'garland.russell@verizon.net'; 'paul_harrison@verizon.net'; 'hankmech99@cox.net'; 'crossroadscivicleague@gmail.com'
Cc: Smigiel, Thomas; McClellan, Andria; Whitney, Chris; Ransom, Carlton
Subject: New Planning Commission Application - 7920 Chesapeake Boulevard, Suite A
Attachments: Application.pdf

Ms. Russell and Mr. Brown,

Attached please find an application from **MI TIERRA 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

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

Crossroads Civic League

A couple of examples of bushes and hedges we would like to see on Chesapeake Blvd in front of the New Mexican restaurant. We would also like to have them close by 11pm nightly. We have heard that TNT bar has lost its liqueur license and will be getting a new owner. So when they come before council we will be asking that they get bushes out front and close by 11pm . lastly the harbor inn which has been out of compliance with their bushes for 2 years now that we be able to ask council for this infraction we would like them to also put the correct size bushes in the back and add bushes to the front for a clean appearance on Chesapeake Blvd like we have on LittleCreek rd. We would also like them to close by 11pm just like the other bars in the shopping center. We are also reaching out to other business owners on Chesapeake Blvd to sure up their curb appeal. We will be supporting the new cookout restaurant on 7918 orchid avenue it will help us look good on that corner which we have been begging someone to do something with it for the betterment of the community which we put out in meetings and on nextdoor were it was favored by 70% . we have currently 15% of our neighborhood out of 1800 total homes registered on nextdoor.com which allows us to move quickly on things we need decision on . please call if you need anything answered .together we can get the city to look more uniform.
Hank brown

Sent from my iPad

Whitney, Chris

From: Peggy & Garland Russell <garland.russell@verizon.net>
Sent: Tuesday, October 11, 2016 4:14 PM
To: Whitney, Chris
Subject: Mi Tierra Mayas Mexican Grill

Chris,

Four representatives from the Mi Tierra Mayas Mexican Grill (formerly El Gavilan), 7930 Chesapeake Blvd., visited the regularly scheduled meeting of the South Bayview Civic League on September 8th.
Ms. Gabriele Angilletta addressed the meeting regarding the planned changes taking place at the restaurant. Some of our members had already seen the improvements to the front of the restaurant and commented favorably on what had been done. She spoke about their plans for inside improvements. She had with her copies of menus which she distributed.
Her presentation was well received and there were no objections to their application. There were 28 people present at the meeting.

I sent a similar note of the above to Susan Pollock on Sept. 11. If you have further questions, please let me know.

Peggy Russell, President

South Bayview Civic League

Whitney, Chris

From: Jackie Rochelle <greenwoodcivic1@aol.com>
Sent: Wednesday, October 26, 2016 9:25 AM
To: Whitney, Chris
Cc: Johnson, Mamie; Graves, Angelia; Smigiel, Thomas; McClellan, Andria
Subject: Mi Tierra Maya Mexican Grille

Hello Chris

At our October meeting, Greenwood/Elmhurst/Norview Heights Civic League reviewed the application and business plan of Mi Tierra Maya Mexican Grille. We have met with the principles of this restaurant and would like them to open a restaurant in our community also. Further, members of this restaurant group have lived within the Norview area and and have been known to us as members of the community for over 10 years.

In that time, they have contributed to the community and the general economy of Norfolk by operating a restaurant on Little Creek Road for over 3 years and a retail store in the Bayview Plaza Shopping Center for over 6 years. They have lived here and operated their businesses as responsible business owners and good neighbors. Additionally, during their time in business, there has not been one instance of problems with a city or state regulatory group (police, fire, health). We have no reason to believe, and there is no evidence to suggest, that Mi Tierra Maya Mexican Grille will be anything more than a family Mexican restaurant.

For these reasons we have voted to SUPPORT their application for a special exception with the hours of business specified in that application. I will be attending the planning commission meeting on October 27 in support of that application.

If you have any questions or if I can be of assistance, please call me at 757-435-2302.

Jackie Rochelle

GENH Civic League

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: **Special Exception to operate an automobile sales and service facility at 3340-3420 N. Military Highway – Priority Ford**

Reviewed: _____ **Ward/Superward: 4/7**
Wynter C. Benda, Deputy City Manager

Approved: _____ **Item Number: R-2**
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 operate an automobile sales and service facility

IV. **Applicant:** **Priority Ford**

V. **Description**
- This request will allow a new car sales and service establishment, Priority Ford, to be built at 3340-3420 N. Military Highway.
- This site is located on the east side of N. Military Highway between Robin Hood Road and Azalea Garden Road, on the site currently occupied by Ingram's Outdoor Flea Market, Ingram's Auto Parks salvage yard and Ingram's Auto Sales.
- The proposal would allow the site to be redeveloped into a 6.3 acre automobile sales and service establishment.

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

VII. **Public Schools Impacts**
The site is not located within 1,000 feet of a Norfolk Public School.

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

By Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Matthew Simons, AICP, CZA, CFM

Staff Report	Item No. 8	
Address	**3340-3420 N. Military Highway**	
Applicant	**Priority Ford**	
Request	**Special Exception**	**Automobile sales and service facility**
Property Owner	Military Highway Property, LLC	
Site Characteristics	Site/Building Area	6.3 acres/41,795 square foot building
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial)
	Neighborhood	Idlewood/Sandy Heights
	Character District	Suburban
Surrounding Area	North	C-2: Avis car rental
	East	R-6 and R-8 (Single-Family): residential homes
	South	C-2: AAMCO Transmissions, Full Restoration Ministries
	West	C-2: Econo Lodge Airport, Bud's Used Tires and Brake Service, Green Clean Auto Wash, Carpet World, Enterprise

A. Summary of Request

- This site is located on the east side of N. Military Highway between Robin Hood Road and Azalea Garden Road, on the site currently occupied by Ingram's Outdoor Flea Market, Ingram's Auto Parks salvage yard and Ingram's Auto Sales.
- The proposal would allow the site to be redeveloped into a 6.3 acre automobile sales and service establishment.

B. Plan Consistency

- The proposed special exception is consistent with *plaNorfolk2030*, which designates this site as Commercial.
- The *Comprehensive Plan for the Military Highway Corridor District* calls for the installation of landscape treatments along the corridor to upgrade its image and appearance and identifies this site as a location for multiple landscape clusters.
- To be fully consistent with *plaNorfolk2030*, a condition should be included requiring the installation of street trees and similar landscaping along the portion of N. Military Highway fronting this property.

C. Zoning Analysis

i. General

- The proposed use is permitted in the C-2 district by special exception.
- The site is located within the Suburban Character District along N. Military Highway, which is a major commercial corridor and the site is surrounded by a mix of commercial, residential, institutional and industrial uses nearby.
- The attached conditions ensure compliance with *plaNorfolk2030* and all *Zoning Ordinance* requirements.

	Proposed
Hours of Operation	7:30 a.m. until 8:00 p.m., Monday through Friday 7:30 a.m. until 6:00 p.m., Saturday and Sunday

ii. Parking

- The current parking regulations for an automobile sales and service facility within the Suburban Character District require one parking space per 500 square feet of enclosed building area plus three parking spaces per bay.
- The building is 40,795 square feet and has 34 service bays, which requires 84 parking spaces (exclusive of parking for vehicle inventory).
  - The proposed site plan conforms to the requirements of the *Zoning Ordinance of the City of Norfolk, 1992,* as amended.
  - A plan depicting customer parking and parking for the display of vehicles is included and will be enforced as a part of the special exception conditions of approval.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers (ITE) figures estimate that that this proposed new car dealership will generate 983 new vehicle trips per day.
- Based upon ITE data, the existing used automobile sales and parts operations on this site would be expected to generate 240 weekday trips while the proposed new 36,670 square foot automobile dealership would be expected to generate 1,223 trips on weekdays.
- N. Military Highway near the site is identified as a severely congested corridor in both the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit service with Hampton Roads Transit bus route 15 (Military) operating near to the site.
- N. Military Highway adjacent to the site is not an identified priority corridor in the City of *Norfolk Bicycle and Pedestrian Strategic Plan*.

E. Historic Resource Impacts

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

F. Public Schools Impacts

The site is not located within 1,000 feet of a Norfolk Public School.

G. Environmental Impacts

- As a new development, it will have to complete the Site Plan Review Process with all the standards set forth in the *Zoning Ordinance*.
  - Through the City's Site Plan Review process, all applicable erosion and sediment control, floodplain, buffering, screening, lighting and any other environmental requirements, including all stormwater management provisions, will be addressed prior to issuance of building permits.
- In order to comply with the *Comprehensive Plan for the Military Highway Corridor District,* a landscape plan is included as a condition of the special exception in order to ensure that an additional landscape treatment is provided along the N. Military Highway street façade; above the minimum required through the Site Plan Review process.
- A condition has been added that requires new curb, gutter and sidewalks to be installed along the N. Military Highway public right-of-way, which will include a landscape verge between the edge and curb and sidewalk.

H. AICUZ Impacts

- The site is located within a Noise Zone with a Day-Night Average Sound Level of 65-70 Decibels (DNL 65) as identified within the Hampton Roads regional Joint Land Use Study (JLUS), Air Installations Compatibility Use Zones (AICUZ) planning map.
  - The building code requires the structure to comply with the minimum sound attenuation requirements within the DNL 65 noise zone.

I. Surrounding Area/Site Impacts

- A lighting plan will be required in order to ensure that no light glare will spill over onto the adjacent residential.
- Through the Site Plan Review process, the site will be evaluated by the Norfolk Police Department against modern CPTED (Crime Prevention through Environmental Design) principles in order to ensure that the site is designed so as to deter nefarious activity.
- By requiring the proposed development to conform to the conditions listed below, granting the special exceptions should not have a negative effect on the surrounding area.

J. Payment of Taxes

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

K. Civic League

Notice was sent to the Idlewood and Sandy Heights Civic League 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 **approval** of the special exception request subject to the conditions below:

Automobile Sales and Service – Special Exception Conditions

(a) The hours of operation for the facility shall be limited to 7:30 a.m. until 8:00 p.m., Monday through Friday, and from 7:30 a.m. until 6:00 p.m., Saturday and Sunday. No use of the facility outside of the hours of operation listed herein shall be permitted.

(b) The site shall be generally designed in accordance with the conceptual site plan prepared by Kimley-Horn and Associates, Inc., dated August 29, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes.

(c) All storage, display and parking of vehicles shall adhere to the conceptual site plan prepared by Kimley-Horn and Associates, Inc., dated August 29, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes."

(d) No parking of any vehicles used for storage, display, or offered for sale or resale shall be permitted anywhere on the property other than in those areas identified as either "vehicle inventory" or "display area" as shown on the conceptual site plan prepared by Kimley-Horn and Associates, Inc., dated August 29, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the Site Plan Review and building permit plan review processes."

(e) All landscaping on the site shall conform to the specifications as depicted in the Military Highway Corridor Comprehensive Plan with final review for compliance to be reviewed by the City's Department of Recreation, Parks and Open Space, subject to any required revisions made during the Site Plan Review process.

(f) New curb, gutter and sidewalks shall be installed along those portions of N. Military Highway that abut the property, subject to any required revisions made during the Site Plan Review process.

(g) Landscaping shall be installed and maintained at the base of any freestanding sign in accordance with the provisions of section 16-6 of the *Zoning Ordinance of the City of Norfolk*, 1992 (as amended). The landscaping shall be maintained at all times.

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

(i) No driveways shall be permitted on Miller Store Road.

(j) Notwithstanding any other regulations pertaining to temporary window signage within Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), no less than 85% of the glass areas of the ground floor of the building shall be transparent as defined in the Zoning Ordinance.

(k) The use of temporary signs shall comply with Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended). The use of feather flags, pennants, and streamers is prohibited.

(l) There shall be no signage, flags or banners visible from any public right-of-way affixed to the automobiles being displayed for sale.

(m) All nonconforming fences and signs on the site shall be removed.

(n) There shall be no razor wire permitted on the site and any existing razor wire shall be removed.

(o) Test driving of the vehicles shall not occur within the neighborhood located in the vicinity of the site.

(p) No parking of any vehicles used for storage, display, or offered for sale or resale shall be permitted anywhere on the property other than in those areas identified as "inventory parking" on the proposed site plan attached hereto and marked as "Exhibit A".

(q) There shall be no storage of wrecked or inoperative vehicles in the building or on the property without a work order or an insurance claim form.

(r) All repair work shall be done inside the building. No repair work may take place outside.

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

(t) All bollards on the site shall be painted and maintained free of visible corrosion.

(u) On-site lighting shall be directed and shielded so as not to cast glare onto any adjacent residential properties.

(v) A solid, wood fence not less than eight (8) feet in height shall be installed and maintained in the required landscape buffer area located along the eastern property line.

(w) Dumpsters shall be gated and not visible from any public right-of-way, and will be screened with masonry walls that complement the proposed building.

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

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

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

Attachments

Location map
Zoning map
Application
Site Plan
Notification list of all property owners within 300 feet of the site
Notice to the Idlewood/Sandy Heights Civic League

Proponents and Opponents

Proponents

Randy Royal – Representative, legal counsel
4500 Main Street, Suite 500
Virginia Beach, VA 23462

Opponents

P.A. Smith
529 Fishermans Road
Norfolk, VA 23503

10/26/2016 lds

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved: M.S.

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF AN AUTOMOBILE SALES AND SERVICE ESTABLISHMENT NAMED "PRIORITY FORD" ON PROPERTY LOCATED AT 3340 TO 3420 NORTH MILITARY HIGHWAY.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the operation of an Automobile Sales and Service establishment named "Priority Ford" on property located at 3340 to 3420 North Military Highway. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 733 feet, more or less, along the eastern line of North Military Highway beginning 746 feet, more or less from the southern line of Azalea Garden Road and extending southwardly; property also fronts 337 feet, more or less, along the western line of Miller Store Road beginning 849 feet, more or less, from the southern line of Azalea Garden Road and extending southwardly; premises numbered 3340 to 3420 North Military Highway.

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

(a) The hours of operation for the facility shall be limited to 7:30 a.m. until 8:00 p.m. Monday through Friday and 7:30 a.m. until 6:00 p.m. on Saturday and Sunday. No use of the facility outside of the hours of operation listed herein shall be permitted.

(b) The site shall be generally designed in accordance with the conceptual site plan prepared by Kimley-Horn and Associates, Inc., dated August 29, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made

during the Site Plan Review and building permit plan review processes.

(c) No driveways shall be permitted on Miller Store Road.

(d) All storage, display and parking of vehicles shall adhere to the conceptual site plan identified in condition (b), above.

(e) No parking of any vehicles used for storage, display, or offered for sale or resale shall be permitted anywhere on the property other than in those areas identified as either "vehicle inventory" or "display area" as shown on the conceptual site plan identified in condition (b), above.

(f) All landscaping on the site shall conform to the specifications as depicted in the Military Highway Corridor Comprehensive Plan with compliance to be reviewed by the City's Department of Recreation, Parks and Open Space and determined by the zoning administrator.

(g) New curb, gutter and sidewalks shall be installed along those portions of North Military Highway that abut the property, subject to any required revisions made during the Site Plan Review process.

(h) Landscaping shall be installed and maintained at the base of any freestanding sign in accordance with the provisions of section 16-6 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

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

(j) Notwithstanding any other regulations pertaining to temporary window signage within Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), no less than 85% of the glass areas of the ground floor of the building shall be transparent as defined in the Zoning Ordinance.

(k) The use of temporary signs shall comply with Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended). Any use of feather flags, pennants, or streamers is prohibited.

(l) There shall be no signs, flags or banners visible from any public right-of-way affixed to an automobile being displayed for sale.

(m) All nonconforming fences and signs on the site shall be removed.

(n) There shall be no razor wire permitted on the site and any existing razor wire shall be removed.

(o) The facility shall ensure that no test driving of the vehicles occurs within the neighborhood located in the vicinity of the site.

(p) There shall be no storage of wrecked or inoperative vehicles in the building or on the property without a work order or an insurance claim form.

(q) All repair work shall be done inside the building. No repair work may take place outside.

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

(s) All bollards on the site shall be painted and maintained free of visible corrosion.

(t) On-site lighting shall be directed and shielded so as not to cast glare onto any adjacent residential properties.

(u) A solid, wood fence not less than eight (8) feet in height shall be installed and maintained in the required landscape buffer area located along the eastern property line.

(v) Dumpsters shall be gated and not visible from any public right-of-way, and shall be screened with masonry walls that complement the current existing building.

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

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

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

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

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

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

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

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

(e) The proposed use and development will be served adequately by essential public facilities and

services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools;

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

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

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

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

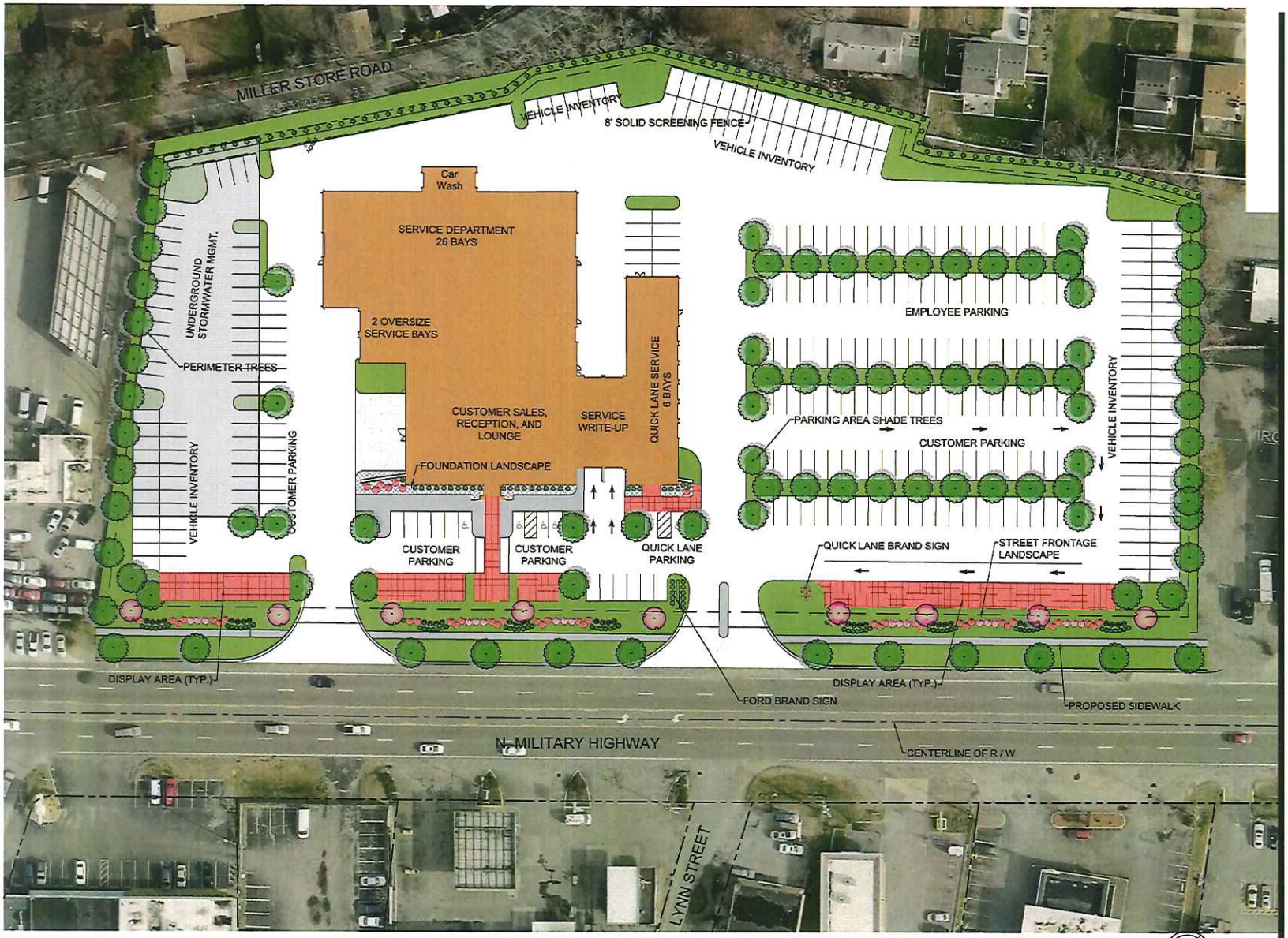
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

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

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

ATTACHMENT:
Exhibit A (1 page)

Exhibit A



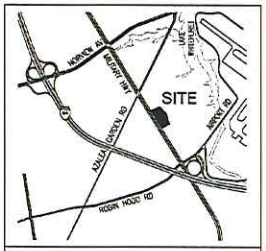
Concept Plan

DATE: 08.29.2016

GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

Priority Ford Conceptual Layout Norfolk, Virginia



SITE DATA

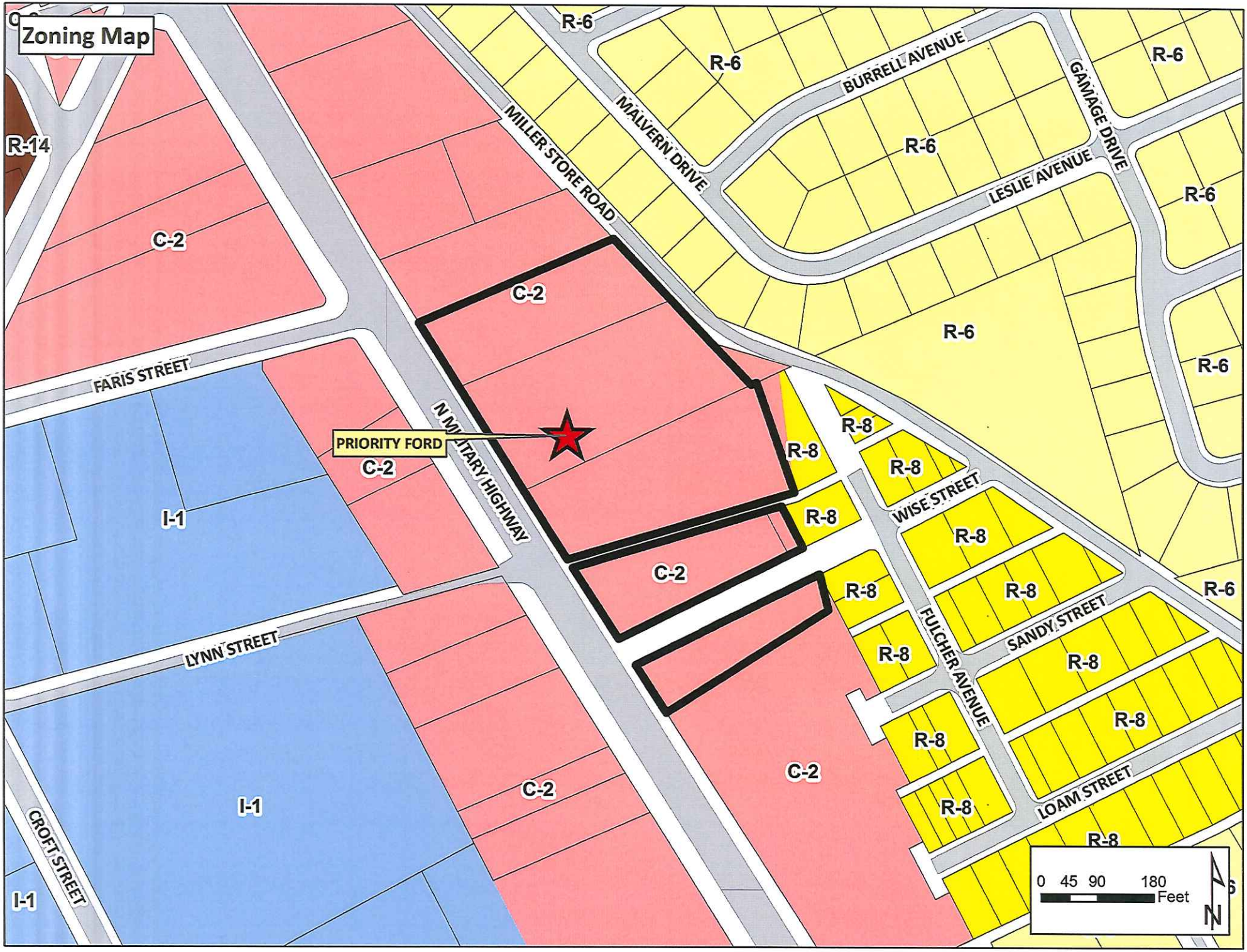
COMBINED PARCEL AREA:	6.3 AC.± (TOTAL)
ZONING:	C2
DISTRICT CHARACTER:	SUBURBAN
FRONT SETBACK:	10'
SIDE SETBACK:	6'
REAR SETBACK:	10'
BUILDING INCLUDING 2ND FLOOR	41,705 G.S.F.±
SERVICE BAYS:	34
TOTAL PARKING REQ. BY MUNICIPALITY:	
1 SPACE PER 500 G.F.S. + 3 SPACES PER SERVICE BAY:	
BUILDING :	84 SPACES REQUIRED
SERVICE BAYS (3 SPACES/BAY):	102 SPACES REQUIRED
TOTAL PARKING PARCEL REQ.	186 SPACES
PARKING PROVIDED:	200 SPACES
HANDICAP PARKING REQ:	6 SPACES
HANDICAP PARKING PROVIDED:	6 SPACES
BICYCLE SPACES REQUIRED AT 1 PER 20,000 G.F.S.	3 SPACES
VEHICLE INVENTORY AND DISPLAY:	140±

PRELIMINARY SITE PLAN:

- THIS SITE PLAN, BEING PRELIMINARY IN NATURE DOES NOT GUARANTEE THAT ALL REQUIREMENTS FOR ZONING ISSUES, NOR STORM DRAINAGE, GRADING, UTILITY EASEMENTS, AND THE LIKE ARE PROPERLY ADDRESSED AT THIS TIME. THE ABOVE REQUIREMENTS CAN AFFECT THE LAYOUT OF THIS SITE.
- PARKING FIELDS AND RATIOS ARE PRELIMINARY.
- ALL REQUIREMENTS ASSUMED WITH THIS LAYOUT ARE TENTATIVE AND SUBJECT TO CHANGE AS MAY BE DIRECTED BY THE ARCHITECT, LANDLORD, OR ANY OF THE GOVERNMENTAL AGENCIES. KHA HAS DONE THE BEST WE CAN GIVEN THE PRELIMINARY NATURE OF THIS WORK, ONLY AFTER HAVING A THROUGH ALTA AND TOPOGRAPHIC SURVEY AND GONE THROUGH THE REQUISITE REVIEW PROCESSES CAN MORE ASSURANCE BE GIVEN THESE PLANS AS RELATES TO MOVING FORWARD.

Kimley»Horn
© 2016 KIMLEY-HORN AND ASSOCIATES, INC.
4500 MAIN STREET, SUITE 900, VIRGINIA BEACH, VA 23462
PHONE: 757-213-8600 FAX: 757-213-8601
WWW.KIMLEY-HORN.COM

Location Map
MILLER STORE ROAD
MALVERN DRIVE
LESLIE AVENUE
FARIS STREET
PRIORITY FORD
N MILITARY HIGHWAY
WISE STREET
LYNN STREET
FULCHER AVENUE
0 30 60 120
Feet
N


Zoning Map
R-6
R-6
BURRELL AVENUE
GAMAGE DRIVE
R-6
MILLER STORE ROAD
MALVERN DRIVE
R-14
R-6
LESLIE AVENUE
R-6
C-2
C-2
R-6
R-6
FARIS STREET
PRIORITY FORD
R-8
R-8
C-2
R-8
WISE STREET
I-1
R-8
C-2
R-8
R-6
R-8
SANDY STREET
LYNN STREET
FULCHER AVENUE
R-8
R-8
R-8
C-2
C-2
LOAM STREET
I-1
CROFT STREET
R-8
I-1
0 45 90 180
Feet
N

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Priority Ford Dealership

Date of application: May 9, 2016

DESCRIPTION OF PROPERTY

Property location: (Street Number) 3416 (Street Name) N. Military Highway

Existing Use of Property Auto Salvage/Storage Yard

Current Building Square Footage 7,198

Proposed Use

Auto Sales and Service

Proposed Square Footage 36,670

Proposed Hours of Operation:

Weekday	From	7:30 AM	To	8:00 PM
Friday	From	7:30 AM	To	8:00 PM
Saturday	From	~~8:00~~ 7:30 AM	To	6:00 PM
Sunday	From	~~Closed~~ 7:30 AM	To	6:00 PM

Trade Name of Business (If applicable) Priority Ford

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

APPLICANT

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

1. Name of applicant: (Last) Cummings (First) Stacy (MI)

Mailing address of applicant (Street/P.O. Box): 1495 S. Military Highway

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

Daytime telephone number of applicant (757) 424-1102 Fax (757) 424-5904

E-mail address of applicant: scummings@priorityauto.com

AUTHORIZED AGENT (if applicable)

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

2. Name of applicant: (Last) Royal (First) Randy (MI)

Mailing address of applicant (Street/P.O. Box): 4500 Main St., Suite 500

(City) Virginia Beach (State) VA (Zip Code) 23462

Daytime telephone number of applicant (757) 213-8600 Fax (757) 213-8601

E-mail address of applicant: randy.royal@kimley-horn.com

PROPERTY OWNER

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

3. Name of property owner: (Last) Ingram (First) Melia (MI) T

Mailing address of property owner (Street/P.O. box): 3416 N Military Hwy

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

Daytime telephone number of owner (757) 335-1626 email: MEALY7@AOL.COM

CIVIC LEAGUE INFORMATION

Civic League contact: Idlewood/Sandy Heights - Annette Johnson

Date(s) contacted: 5/6/16

Ward/Super Ward information: Ward 4, Paul Riddick, Super Ward 7, Angelia Williams Graves

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

Print name: Melia Ingram **Sign:** Melia Ingram 5/6/16
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Stacy Cummings **Sign:** 5/6/16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: [signature] **Sign:** 6/8/16
(Authorized Agent Signature) (Date)

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

NOTES:

1. THE PROPERTY SHOWN HEREON FALLS WITHIN FLOOD ZONE X, AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR THE CITY OF NORFOLK, VIRGINIA COMMUNITY MAP #510104 0110 F AND LAST DATED SEPTEMBER 2, 2009.
2. THE PROPERTY SHOWN HEREON IS CURRENTLY:

GPIN	1459011073	1459002943	1459003851	1459004666	1459003446	1459006538	1459004323
TAX PARCEL	14488800	21980650	21980510	21980500	21980480	21985200	21980810

3. TOTAL AREA: 248,630 SF OR 5.71± ACRES
4. THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED:
   C-2 (CORRIDOR COMMERCIAL DISTRICT DISTRICT)
   MINIMUM LOT WIDTH: 50 FEET
   PRINCIPAL BUILDING SETBACK REQUIRED YARDS:
   FRONT YARDS: 10 FEET
   SIDE YARDS:
   CORNER: 5 FEET
   INTERIOR: 0 FEET
   REAR YARD: 0 FEET; 10 FEET WHEN ADJACENT TO RESIDENTIAL
   MAXIMUM BUILDING HEIGHTS: 60 FEET

PROPERTY MARKER LEGEND

FOUND	SET	DESCRIPTION
PIN(F)		PIN
PIPE(F)		PIPE
NAIL(F)		NAIL

SURFACE TYPE LEGEND

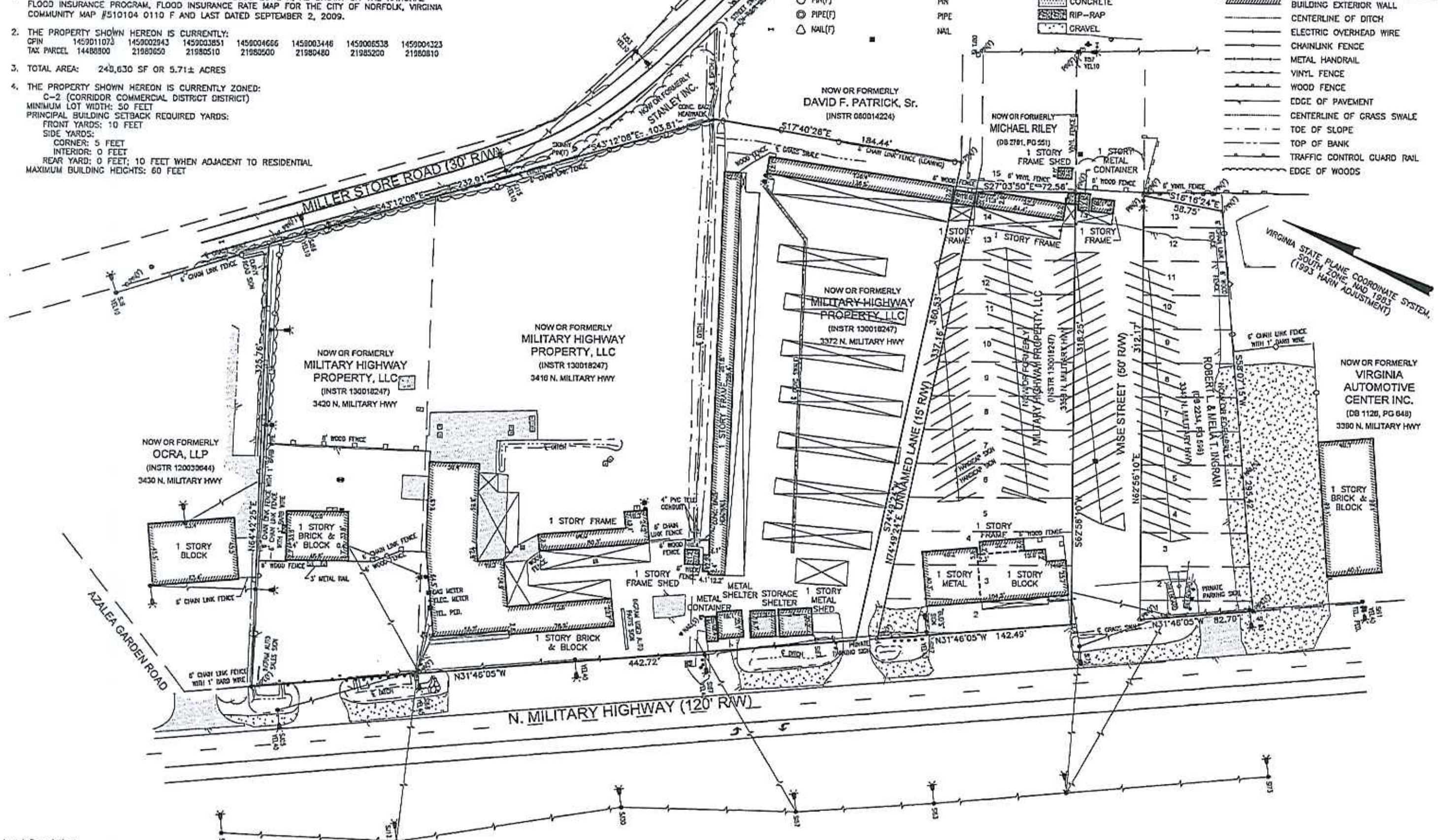
- BRICK, RUNNING BOND
- CONCRETE
- RIP-RAP
- GRAVEL

LINE TYPE LEGEND (SCALE 1:2)

APPEARANCE	DESCRIPTION
	BUILDING EXTERIOR WALL
	CENTERLINE OF DITCH
	ELECTRIC OVERHEAD WIRE
	CHAINLINK FENCE
	METAL HANDRAIL
	VINYL FENCE
	WOOD FENCE
	EDGE OF PAVEMENT
	CENTERLINE OF GRASS SWALE
	TOE OF SLOPE
	TOP OF BANK
	TRAFFIC CONTROL GUARD RAIL
	EDGE OF WOODS

LEGEND (NOT TO SCALE)

- STORM DRAIN DROP INLET
- ELECTRIC CONTROL BOX
- ELECTRIC GUY WIRE
- ELECTRIC METER
- ELECTRIC PARKING LIGHT
- ELECTRIC POWER POLE
- ELECTRIC STREET LIGHT
- GAS METER
- OIL TANK
- SANITARY CLEANOUT
- SANITARY MANHOLE
- TEMPORARY BENCHMARK
- TRAFFIC STEEL BOLLARD
- TRAFFIC WOOD BOLLARD
- TELEPHONE PEDESTAL
- TRAFFIC SIGN
- CITY BENCHMARK
- WATER METER
- WATER VALVE



Exceptions Contained in Bridge Trust Title Group Agent for Fidelity National Title Insurance Company File No: 091050140 Commitment Date: April 27, 2016 Issue Date: May 05, 2016

4. The terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in instrument recorded in Deed Book 745, at Page 13 and Deed Book 941, at Page 122, affects the property and is shown hereon.
5. The Easement in favor of Virginia Electric and Power Company recorded Deed Book 1076, at Page 234 affects the property and is shown hereon.
6. The Easement in favor of Virginia Electric and Power Company recorded in Deed Book 948, at Page 543 affects the property and is shown hereon.
7. The Easement in favor of Virginia Electric and Power Company recorded in Deed Book 947, at Page 181 affects the property and is shown hereon.
8. The Easement in favor of Virginia Electric and Power Company recorded in Deed Book 1019, at Page 106 affects the property and is shown hereon.
9. The Easement in favor of Virginia Electric and Power Company recorded in Deed Book 1024, at Page 169 affects the property and is shown hereon.
10. The Easement in favor of Virginia Electric and Power Company recorded in Deed Book 960, at Page 464 affects the property and is shown hereon.

To BridgeTrust Title Group Agent for Fidelity National Title Insurance Company, Ellmer Properties, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(a), 13, 14, 16 and 18 of Table A thereof. The field work was completed on May 17, 2016.

AMERICAN ENGINEERING

COMMONWEALTH OF VIRGINIA
EDWARD F. RUDIGER, JR.
Lic. No. 1698
LAND SURVEYOR

DATE: ______________, 2016

EDWARD F. RUDIGER, Jr.
PROFESSIONAL LAND SURVEYOR
LICENSE No. #1698

WITH RESPECT TO ITEMS 16, 17 AND 18 CONTAINED IN TABLE A OF THE OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS DETAILED IN THE ALTA/NSPS LAND TITLE SURVEY REQUIREMENTS, WE OFFER THE FOLLOWING OBSERVATIONS OF SUBJECT PROPERTY:
(16) WE OBSERVED NO EVIDENCE OF CURRENT EARTH MOVING ACTIVITIES OR BUILDING CONSTRUCTION.
(17) WE OBSERVED NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIR. THE CITY OF NORFOLK PROPOSES NO CHANGES TO THE STREET RIGHT OF WAY.
(18) ACCORDING TO THE NATIONAL WETLANDS INVENTORY, WWW.FWS.GOV, THERE ARE NO WETLANDS ON THE SUBJECT PROPERTY.

Legal Description

PARCEL ONE– 3428 N. MILITARY HIGHWAY

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, and the appurtenances thereunto belonging, situate, lying and being on the eastern side of Military Highway near Little Creek Road, in the City of Norfolk (formerly in Tanners Creek Magisterial District, Norfolk County) Virginia, which said lot, piece or parcel of land is more particularly described on a certain plat entitled 'Property of S. J. Faris, located near Bell's Corner, Norfolk County, Virginia', made by W. B. Gallup, Certified Surveyor, dated the 6th day of December, 1949, and duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Map Book 32, at page 82; and which said lot, piece or parcel of land is designated and described on said plat as beginning on the eastern side of the Military Highway, which point is South 669.3 feet from the intersection of State Road Number 64 (now Azalea Garden Road) and Military Highway, and from said point running thence along the eastern side of Military Highway South 24 deg. East 121 .2 feet to a point; thence turning and running North 72 deg. 30' East 351.44 feet to a point in the western side of a 30 foot road; thence turning and running along the western side of a 30 foot road North 35 degrees 29' West 126.61 fee to a point; thence turning and running South 72 degrees 30' West 326.07 feet to the eastern side of Military Highway to the point of beginning, said piece or parcel of land contains .94 acre and is designated on the plat above referred to as Site No. 2.

PARCEL TWO– 3416 N. MILITARY HIGHWAY

ALL THAT certain tract of land, lying, situate and being in the City of Norfolk (formerly in Tanners Creek Magisterial District, Norfolk County) Virginia, located on Military Highway near Bell's Corner and more particularly bounded and described on a certain plat of Civic Center, Bell's Corner, Norfolk County, Virginia, made by W. B. Gallup, Surveyor, dated June 23, 1947, and duly of record in the Clerk's Office of the City of Chesapeake (formerly Norfolk County), Virginia in Map Book 30, at page 83; and described on said plat as being a portion of Tract 'E' and beginning at a pin on the eastern side of the right of way of the Military Highway at its intersection with the southern boundary line of Tract 'E', running thence along the eastern side of the right of way of the Military Highway North 24 degrees West 200 feet to a point, thence turning and running in an easterly direction North 72 degrees 30 minutes East to the Western side of a 30 foot road, thence turning and running in a Southerly direction, following the western side of said 30 foot road as shown on the above mentioned plat to a pin in the southern boundary line of Tract 'E'; thence turning and running South 73 degrees 26 minutes West 65.9 feet to a pipe; thence continuing along the center line of a ditch South 72 degrees 30 minutes West 393.3 feet to a pin in the eastern line of the right of way of the Military Highway, the point of beginning. Also that property known as Site 1 as shown on that plat entitled "Property of S.J. Faris, located near Bell's Corner, Norfolk County, VA" dated December 6, 1949 and recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia Map Book 32, at page 82.

PARCEL THREE– 3372 N. MILITARY HIGHWAY

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk (formerly Tanners Creek Magisterial District, Norfolk County) Virginia, as bounded and described according to a plat entitled 'Plat of property of Sarah Kenion to be conveyed to Robert L. Ingram, Norfolk, Virginia,' made by John M. Baldwin & Associates, Civil Engineers and Surveyors, December 22, 1959 attached to deed and recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Deed Book 822 at page 89.

Beginning at a pin in the east side of the Military Highway, which pin, measured along the east side of the Military Highway, is South 24 degrees 00' East, 990.02 feet from the southeastern intersection of Iowa Avenue and the Military Highway; thence running North 71 degrees 30' East along the center line of a ditch, 393.3 feet to a pin; thence running South 90 degrees 50' East, 185.85 feet to a pipe; thence running South 82 degrees 34' West, 360.25 feet to a point in the east side of the Military Highway, and thence running North 24 degrees 00' West along the east side of the Military Highway, 122 feet to the point or place of beginning.

PARCEL FOUR– 3358 N. MILITARY HIGHWAY

ALL THOSE certain lots, pieces or parcels of land, together with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, State of Virginia (formerly Norfolk County, Virginia) known, numbered and designated as Lots Two (2) to Thirteen (13), both inclusive, in Block One (1), as shown on the plat of 'Idlewood', which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Map Book 17, at page 23, together with any right, title and interest in and to that certain fifteen (15) foot lane shown on said plat, which lane extends along the Northern line of the lots herein conveyed and separates the property herein conveyed from other property of Robert L. Ingram.

PARCEL FIVE – ES N. MILITARY HIGHWAY

ALL THOSE certain lots, pieces or parcels of land, together with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, State of Virginia (formerly Norfolk County, Virginia) known, numbered and designated as parts of Lots One (1) to Thirteen (13), both inclusive, in Block Two (2), as shown on the plat of 'Idlewood', which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Map Book 17 at page 23, the parts of the said lots hereby conveyed fronting on the South side of Wise Street and running back between parallel lines to the property which includes parts of Lots One (1) to Thirteen (13), both inclusive, conveyed to Louise Common by deed of Mary Drew dated May 17, 1950, and recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 986 at page 349. The subject property also extends along the Eastern side of Military Highway.

PARCEL SIX – NS WISE STREET

ALL THAT certain lot of land with the buildings and improvements thereon located in the City of Norfolk, Virginia, known, numbered designated as Lot 14, in Block 1, as shown on the plat of Idlewood, duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake (formerly Norfolk County), Virginia, in Map Book 17 at page 23.

ABOVE PARCELS BEING the same property conveyed to Military Highway Property LLC, a Virginia limited liability company by deed from Robert L. Ingram, Sr. and Melia P. Ingram a/k/a Melia T. Ingram, dated June 4, 2013 and recorded July 3, 2013 in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia as Document No. 130018247.

PARCEL SEVEN

That portion of Wise Street running from its intersection of the eastern boundary line of Lot 14, Block 1, Plat of Idlewood and the eastern boundary line of Lot 13, Block 2, Plat of Idelwood, running westerly to its intersection of Military Highway closed by Ordinance No. ____________ recorded __________, 2016 in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia as Document No. ____________.

PARCEL EIGHT

That portion of the 15' Lane running from its intersection of the eastern boundary line of Lot 14, Block 1, Plat of Idlewood and the eastern boundary line of 3372 N. Military Highway, running westerly to its intersection of Military Highway closed by Ordinance No. ____________ recorded __________, 2016 in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia as Document No. ____________.

ALTA/ACSM LAND TITLE SURVEY OF PROPERTY OF MILITARY HIGHWAY PROPERTY, LLC

NORFOLK, VIRGINIA

FOR

ELLMER PROPERTIES, LLC

Date	Scale	0	40	80	120
05/25/16	1"=40'				

AMERICAN Engineering

American Engineering Associates - Southeast, P.A. Inc.
448 Viking Drive, Suite 170
Virginia Beach, VA 23452
757-468-6800

SHEET 1 OF 1

Project	Drawn By	Checked By	Drawing Path\Name, Layout
16060	DMV	EFR, Jr	Y:\2016\16060 – Military Hwy\cad files\survey\DWG\16060 Alta.dwg

Priority Ford - Notification sent to all Property Owners within 300 feet

Property Address	Property Owner	Mailing Address		
3338 Sandy St	Artis, Joseph L & Minnie T	3338 Sandy St	Norfolk	VA
3438 Malvern Dr	Beatty, Linda M	3438 Malvern Dr	Norfolk	VA
3447 Malvern Dr	Tupaz, Luisito B & Rowena Fechalin	3447 Malvern Dr	Norfolk	VA
5745 Burrell Av	Andres, Florencio R & Melissa S	5745 Burrell Ave	Norfolk	VA
3337 Sandy St	Skyles, Stephanie M A	333 S Main St	Norfolk	VA
3455 N Military Hwy	Crane Family Realty Co	7140 Granby St D3	Norfolk	VA
3335 Wise St	Christian, Bentley & Gwendolyn	3335 Wise St	Norfolk	VA
3434 Malvern Dr	Forrest, Felicia M	3434 Malvern Dr	Norfolk	VA
5744 Burrell Av	5744 Burrell Avenue Trust	712 Hillingdon Ct	Virginia Beach	VA
3345 N Military Hwy	Cook Enterprise, Inc	3358 N Military Hwy	Norfolk	VA
3345 N Military Hwy	Cook Enterprise, Inc	3358 N Military Hwy	Norfolk	VA
5539 Faris St	Fcc Enviornmental, Llc	523 N Sam Houston Pkwy E Ste 400	Houston	TX
5539 Faris St	Fcc Enviornmental, Llc	523 N Sam Houston Pkwy E Ste 400	Houston	TX
3431 N Military Hwy	Original, Llc	1011 Forest Lakes Cir	Chesapeake	VA
3430 N Military Hwy	Ocra, Llp	4701 Columbus St Ste 300	Virginia Beach	VA
3462 N Military Hwy	Avid Associates, Llp	4701 Columbus St Ste 300	Virginia Beach	VA
3335 N Military Hwy	Little Alamo, Llp	4701 Columbus St Ste 300	Virginia Beach	VA
3335 N Military Hwy	Little Alamo, Llp	4701 Columbus St Ste 300	Virginia Beach	VA
E S Fulcher Av	Gordon, B K	222 86th St	Virginia Beach	VA
E S Fulcher Av	Gordon, B K	222 86th St	Virginia Beach	VA
3446 Malvern Dr	White, Olatokunbo	3446 Malvern Dr	Norfolk	VA
3342 Sandy St	Brumage, Edith V H	3342 Sandy St	Norfolk	VA
3451 Malvern Dr	Harrell, Betty V Et Al	3451 Malvern Dr	Norfolk	VA
5749 Leslie Av	Caballos, Daniel Iii	5749 Leslie Ave	Norfolk	VA
3325 Sandy St	Hawkins, Earnest L & Inez E	3325 Sandy St	Norfolk	VA
S S Sandy St	Hawkins, Earnest L & Inez E	3325 Sandy St	Norfolk	VA
3430 Malvern Dr	Vickhouse, Tilton L Et Al	3430 Malvern Dr	Norfolk	VA
3326 Sandy St	Consolvo, Rita M Revocable Trust	2040 Echo Cv	Virginia Beach	VA
3423 Malvern Dr	Lambert, Brenda E	3423 Malvern Dr	Norfolk	VA
3358 N Military Hwy	Military Highway Property, Llc	3416 N Military Hwy	Norfolk	VA
3358 N Military Hwy	Military Highway Property, Llc	3416 N Military Hwy	Norfolk	VA
3372 N Military Hwy	Military Highway Property, Llc	3416 N Military Hwy	Norfolk	VA
3416 N Military Hwy	Military Highway Property, Llc	3416 N Military Hwy	Norfolk	VA
3416 N Military Hwy	Military Highway Property, Llc	3416 N Military Hwy	Norfolk	VA
3420 N Military Hwy	Military Highway Property, Llc	3416 N Military Hwy	Norfolk	VA
3341 Fulcher Av	Bethea, Kimpert Lee & Lakeisa L	3341 Fulcher Ave	Norfolk	VA
3337 Fulcher Av	Willoughby, Curtis Lee Sr & Valerie E	3337 Fulcher Ave	Norfolk	VA
3340 N Military Hwy	Military Highway Property, Llc	3416 N Military Hwy	Norfolk	VA
N S Wise St	Military Highway Property, Llc	3416 N Military Hwy	Norfolk	VA
3439 Fulcher Av	Riley, Michael	3439 Fulcher Ave	Norfolk	VA
3419 Malvern Dr	Lane, David B & Brenda L	3419 Malvern Dr	Norfolk	VA
S S Miller Store Rd	Burrus, Booker T	2407 Hemlock St	Norfolk	VA
3328 Sandy St	Johnson, Bertha	3328 Sandy St	Norfolk	VA
3346 Wise St	City Of Norfolk	810 Union St Rm 900	Norfolk	VA
N S Wise St	City Of Norfolk	810 Union St Rm 900	Norfolk	VA
5744 Leslie Av	Ligon, Eduardo A & Cristita P	5744 Leslie Ave	Norfolk	VA
3345 Wise St	Larkin, Charles A & Roberta G	3345 Wise St	Norfolk	VA
5741 Burrell Av	Hinton, Ricky J	5741 Burrell Ave	Norfolk	VA
3403 Fulcher Av	Quality Capital Management, Llc	723 20th St Apt 2	Virginia Beach	VA
3338 Wise St	Parker, Robert L	3338 Wise St	Norfolk	VA
3346 Sandy St	Patterson, William H & Barbara J	3346 Sandy St	Norfolk	VA

5737 Leslie Av	Allen, Hope K	5737 Leslie Ave	Norfolk	VA
3365 N Military Hwy	Grubb, Shirley Poston Et Al	9804 Trafalger Dr	Oklahoma	OK
3415 N Military Hwy	Original, Llc	1011 Forest Lakes Cir	Chesapeake	VA
3323 N Military Hwy	Hertz Corporation, The	225 Brae Blvd	Park Ridge	NJ
3444 N Military Hwy	Fleder Family Grandchildren Trust 1992	4701 Columbus St Ste 300	Virginia Beach	VA
3475 Miller Store Rd	Fleder Family Grandchildren Trust 1992	4701 Columbus St Ste 300	Virginia Beach	VA
3342 Wise St	Sampson, George W & Betty J	3342 Wise St	Norfolk	VA
3443 Malvern Dr	Gianna Properties, Llc	3443 Malvern Dr	Norfolk	VA
5741 Leslie Av	Graves, Michael E Sr & Mildred L	5741 Leslie Ave	Norfolk	VA
3427 Malvern Dr	David, Fernando C & Buenalyn D	3427 Malvern Dr	Norfolk	VA
5745 Leslie Av	Biggins, Keleigh L	4644 36th St S Apt A	Arlington	VA
3336 Sandy St	Spratley, Edward L & Catherine C	3336 Sandy St	Norfolk	VA
W S Miller Store Rd	Stanley Inc.	5511 Princess Anne Rd	Virginia Beach	VA
3401 N Military Hwy	Green Clean, Llc	Po Box 5550	Virginia Beach	VA
3343 N Military Hwy	Liam, Llc	865 N Military Hwy	Norfolk	VA
3327 Sandy St	Wright, Narendra L	3327 Sandy St	Norfolk	VA
3341 Wise St	Urquhart, George A & Hellen P	2400 Armor Ln	Chesapeake	VA
3300 N Military Hwy	Virginia Automotive Center Inc	1704 Lenoir Ct	Virginia Beach	VA
3300 N Military Hwy	Virginia Automotive Center Inc	1704 Lenoir Ct	Virginia Beach	VA
3300 N Military Hwy	Virginia Automotive Center Inc	1704 Lenoir Ct	Virginia Beach	VA
3300 N Military Hwy	Virginia Automotive Center Inc	1704 Lenoir Ct	Virginia Beach	VA
3300 N Military Hwy	Virginia Automotive Center Inc	1704 Lenoir Ct	Virginia Beach	VA
3300 N Military Hwy	Virginia Automotive Center Inc	1704 Lenoir Ct	Virginia Beach	VA
3400 Miller Store Rd	Nnms, Llc	3309 Ashaway Rd	Virginia Beach	VA
5741 Townley Av	Austin, Melody L	5741 Townley Ave	Norfolk	VA
3435 Malvern Dr	Stewart, Eric	3345 Croft St	Norfolk	VA
3431 Malvern Dr	Santos, Rogelio S & Thelma D	3431 Malvern Dr	Norfolk	VA
3445 N Military Hwy	Vanguard Real Estate Holdings Llc	600 Corporate Park Dr	Saint Louis	MO
3449 N Military Hwy	Dunbar, Mitchell L	1234 E Ocean View Ave	Norfolk	VA
3439 Malvern Dr	Woodrum, Melissa N	3439 Malvern Dr	Norfolk	VA

McDonald, Colette

From:	McDonald, Colette
Sent:	Thursday, September 15, 2016 11:49 AM
To:	'knowitall2001@hotmail.com'
Cc:	Riddick, Paul; Williams, Angelia M.; Howard, Oneiceia; Simons, Matthew; Raliski, Jeffrey
Subject:	New Planning Commission Applications - Priority Ford and Street Closure 3340-3420 N. Military Highway
Attachments:	Application.pdf; Survey.pdf; application.pdf

Ms. Johnson,

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

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

These items are 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., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: Right of Entry Agreement with New Hope Church of God in Christ

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

Ward/Superward: 2/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-3**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** New Hope Church of God in Christ
616, 618, and 620 W. 35th Street
Norfolk, VA

III. **Description:**
This agenda item is an ordinance to approve a right of entry agreement between the City of Norfolk (the "city") and New Hope Church of God in Christ ("New Hope") to permit New Hope's use of city-owned property located at 616, 618, and 620 W. 35th Street (the "properties").

IV. **Analysis**
This agreement will permit New Hope to enter upon and use the properties for their annual holiday event from December 12 – 19, 2016. This event is open to the public and the city will have access to the properties at all times. Food will be provided to attendees and field trips are available to program participants. The city will also have access to the property at all times.

V. **Financial Impact**

Liability insurance for New Hope Church of God in Christ	The City has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the City.

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

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

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Right of Entry Agreement

10/11/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A RIGHT OF ENTRY PERMITTING THE NEW HOPE CHURCH OF GOD IN CHRIST TO GO UPON AND USE CERTAIN CITY OWNED PROPERTY NUMBERED AND DESIGNATED AS 616, 618, AND 620 W. 35TH STREET.

- - -

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

Section 1:- That the Right of Entry Agreement ("Agreement") between the City of Norfolk ("City") and New Hope Church of God in Christ ("New Hope") that permits New Hope to go upon and use for certain purposes the property owned by the City known as 616, 618, and 620 W. 35th Street, a copy of which Agreement is attached hereto and incorporated herein as Exhibit A, is hereby approved.

Section 2:- That the City Manager and other proper officers of the City are authorized to execute the Agreement on behalf of the City and to do all things necessary and proper in furtherance thereof.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Agreement as he may deem appropriate, consistent with the Council's intent as expressed herein.

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

EXHIBIT A TO ORDINANCE

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), made this ____ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), Grantor, and **NEW HOPE CHURCH OF GOD IN CHRIST** ("New Hope"), Grantee.

WITNESSETH:

The City does hereby grant to New Hope permission to enter upon and use certain City-owned parcels of property known as 616, 618, and 620 W. 35th Street ("Property") from December 12, 2016 through December 19, 2016, for the purpose of hosting New Hope's holiday event, "Tidings of Comfort and Joy" ("Event"), which will include the distribution of toys, food, and necessities to local underprivileged citizens of the City of Norfolk, and also the placement and utilization of a tent on the Property for such purpose.

This Agreement shall be subject to the following terms and conditions:

1. The Event term and schedule authorized by this Agreement shall be as follows:

December 12, 2016 December 13, 2016 December 14, 2016 December 15, 2016 December 16, 2016 December 17, 2016	8:00AM – 5:00PM 8:00AM – 12:30PM	Set up and preparation
December 17, 2016	1:00PM – 4:00PM	Event
December 17, 2016 December 19, 2016	4:00PM – 6:00PM	Clean up Tent takedown

2. The Right of Entry for the Event is subject to the City's right of revocation, at any time, and in its sole discretion.

3. The City shall have access to the Property at all times.

4. Prior to entering upon the Property, New Hope shall obtain all necessary permits and authorizations required for their intended use of the Property.

5. New Hope expressly agrees to indemnify, defend, and hold the City harmless from and against any and all claims, loss, damage, injury, and liability however caused, resulting from, arising out of, or in any way connected with New Hope's use of the Property.

6. New Hope, at its own cost and expense, shall take out and keep in full force and effect, liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring itself and naming the City as an additional party insured in the amount of at least $1,000,000.00 against liability for the death or injury to any person or persons, and in the amount of $100,000.00 for destruction of property from any and all claims, actions, and suits that may be asserted or brought against New Hope, or its successors, assigns, or against the City.

7. Upon the expiration of this Right of Entry, New Hope shall restore the property to its original condition, as it existed prior to entry, and shall repair any damage that results from New Hope's use of the Property.

8. This Agreement and the Right of Entry may not be assigned by New Hope Church to another entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

(SIGNATURE PAGES FOLLOW)

NEW HOPE CHURCH OF GOD IN CHRIST

_____

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____, Commonwealth of Virginia, do hereby certify that_____, _____ (Title) of New Hope Church of God in Christ, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

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

_____

Notary Public

Registration No.:_____

CITY OF NORFOLK

By:_____ (SEAL)
City Manager

ATTEST:

_____
City Clerk

COMMONWEALTH OF VIRGINIA,
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public of the City of Norfolk, Commonwealth of Virginia, whose term of office expires on the ____ day of _____, 20___, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

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

_____
Notary Public
Registration No.:_____

APPROVED AS TO CONTENT:

_____
Director of General Services

APPROVED AS TO FORM AND CORRECTNESS:

_____
Assistant City Attorney

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: Encroachment Agreement with Corner Shops, LLC for Outdoor Dining at 2000 Colonial Avenue

Reviewed: Sabrina Joy-Hogg, Chief Deputy City Manager

Ward/Superward: 2/6

Approved: Marcus D. Jones, City Manager

Item Number: **R-4**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Corner Shops, LLC
Attn: Jeff Cooper
222 Central Park Avenue, Suite 1820
Virginia Beach, Virginia 23462

III. **Description:**
This agenda item is an ordinance to approve an encroachment agreement between the City of Norfolk (the "city") and Corner Shops, LLC ("Corner Shops") to permit Corner Shops to encroach into the city's right-of-way at 2000 Colonial Avenue with an area measuring approximately 305 square feet for the purposes of an entry walkway, canopy, and an outdoor dining area.

IV. **Analysis**
This encroachment will permit Corner Shops and its tenant, Starbucks, to utilize this area for outdoor dining in addition to the establishment's indoor seating options. In addition, this encroachment agreement permits the use of an entry walkway measuring 6.2 feet by 29.3 feet, as well as a canopy measuring 2.3 feet by 27.3 feet in ground space, with a height of 10 feet. The total space being encroached upon is 305 square feet. The outdoor dining area in particular measures approximately 61 square feet, and Corner Shops will be paying for the use of this portion of the space. The term of the encroachment is no longer than five (5) years, commencing on December 1, 2016, or the date of any authorizing ordinance, and terminating on November 30, 2021. The permission granted for this encroachment is subject to the right of revocation by the Norfolk City Council.

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

V. Financial Impact

Encroachment Fee for the Outdoor Dining Area (to be provided by Corner Shops)	Annual Rent: $366.00 (entire amount to be paid annually)
Liability insurance (to be provided by Corner Shops)	The city has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the city

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Encroachment Agreement

10/31/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING CORNER SHOPS, LLC PERMISSION TO ENCROACH INTO THE RIGHT-OF-WAY OF COLONIAL AVENUE AT 2000 COLONIAL AVENUE APPROXIMATELY 305 SQUARE FEET FOR THE PURPOSES OF AN ENTRANCE WALKWAY, CANOPY AND OUTDOOR DINING AND APPROVING THE TERMS AND CONDITIONS OF THE ENCROACHMENT AGREEMENT.

- - -

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

Section 1:- That the terms and conditions of the Encroachment Agreement between the City of Norfolk and Corner Shops, LLC ("Corner Shops"), a copy of which is attached hereto as Exhibit A, are hereby approved, and in accordance therewith, permission is hereby granted to Corner Shops to encroach into the right-of-way of Colonial Avenue at 2000 Colonial Avenue approximately 305 square feet for the purpose of an entrance walkway, canopy and outdoor dining and for no other purpose.

Section 2:- That the City Manager and other proper officers of the City are hereby authorized to execute the Encroachment Agreement and do all things necessary for its implementation.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Encroachment Agreement as he may deem advisable consistent with the intent of the Council as expressed therein.

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

EXHIBIT A TO ORDINANCE

ENCROACHMENT AGREEMENT

This **ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), and **CORNER SHOPS, LLC,** a Virginia limited liability company ("Corner Shops"), with a mailing address of 222 Central Park Avenue, Suite 1820, Virginia Beach, Virginia 23462.

WITNESSETH:

1. **ENCROACHMENT AREA**: City hereby grants permission to Corner Shops encroach into the rights-of-way of Colonial Avenue at 2000 Colonial Avenue, with an outdoor dining area (approximately 6.1' x 10') ("Dining Area"), an entry walkway (approximately 6.2' x 29.3') and a canopy (approximately 2.3 x 27.3' and 10' height), all as shown on Exhibit A attached hereto ("Encroachment Area"), and for no other purpose.

2. **USE**: Corner Shops, and its tenant(s), shall be permitted to occupy the Encroachment Area for the entrance walkway, canopy and outdoor dining purposes in conjunction with the operation of a dining establishment.

3. **TERM; TERMINATION**: The term of the permission to encroach granted hereby shall be no longer than five (5) years and shall commence on December 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur, and shall terminate on November 30, 2021. However, it is expressly understood that the permission granted hereby is subject to the right of revocation by the Norfolk City Council, and that in the event of such revocation Corner Shops, and its tenant(s), shall remove the encroaching structures and shall cease using the Encroachment Area.

4. **COMPENSATION**: As compensation for the privilege of encroaching into the right of way with the Dining Area, Corner Shops shall pay City an annual encroachment fee in the

amount of **Three Hundred Sixty Six and 00/100 Dollars ($366.00)**, beginning on the first day of December, 2016 or the day the ordinance is effective, whichever is later. The encroachment fee shall be paid by check payable to the "Norfolk City Treasurer" and sent to the Department of General Services, 232 E. Main Street, Suite 250, Norfolk, VA 23510, and Attn: Mr. Jim Resolute.

5. **LATE FEES**: For any late payments received 15 days after the due date, Corner Shops shall pay a late fee of five percent (5%) of the amount not paid when due.

6. **UTILITIES**: City shall not be responsible for utilities of any type used within the Encroachment Area. Corner Shops shall pay all utility meter and utility services charges for all utilities, including but not limited to, gas, electricity, water, telephone, sewer, and any other utilities necessary to serve the Encroachment Area.

7. **REPAIRS**: Corner Shops, and its tenant(s), shall keep and maintain the Encroachment Area in good and complete state of repair and condition. Corner Shops, and its tenant(s), shall make all repairs and replacements of every kind to the sidewalks and paved areas of the Encroachment Area in order to preserve and maintain the condition of the Encroachment Area. All such repairs and maintenance shall be performed in a good and competent manner, be at least equal in quality and usefulness to the original components, and not diminish the overall value of the Encroachment Area.

8. **REQUIREMENTS OF PUBLIC LAWS**: Corner Shops, and its tenant(s), shall suffer no waste or injury to the Encroachment Area and shall comply with all federal, state, and municipal laws, ordinances and regulations applicable to the structure, use, and occupancy of the Encroachment Area. In addition, Corner Shops, and its tenant(s), shall be responsible for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Encroachment Area.

9. **RIGHT TO ENTER AND CURE**: City shall retain the right to enter upon the Encroachment Area at any time for the purpose of inspecting the Encroachment Area, ascertaining compliance with this Agreement, and making any repairs, which City deems necessary because of any failure of Corner Shops, and/or its tenant(s), to meet their obligations under this Agreement. The cost of any such repairs shall be deemed additional compensation payable to the City on demand. Any entry upon the Encroachment Area for cure and repair shall be accomplished by City at reasonable times and in the exercise of reasonable discretion by the City. The making of any repairs by City shall not constitute a waiver by City of any right or remedy upon Corner Shops', and/or its tenant(s)', default in making repairs.

10. **NOTICE**: Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

City: Department of General Services
Attn: Mr. James Resolute, Jr.
232 E. Main Street, Suite 250
Norfolk, Virginia 23510

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

Corner Shops: Corner Shops, LLC
222 Central Park Avenue, Suite 1820
Virginia Beach, Virginia 23462

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

11. **DESTRUCTION**: If the encroaching structures or any part thereof shall be damaged or destroyed by fire, lightning, vandalism, or by any other casualty or cause, the

permission granted hereby shall be automatically terminated unless the parties agree, in writing, to continue to permit the encroachments granted by this Agreement.

12. **NON-LIABILITY OF CITY**: City shall not be liable for any damage or injury which may be sustained by Corner Shops, its tenant(s), or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, waste or spoil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power, conveyor, refrigeration, sprinkler, hearing or other systems, elevators or hoisting equipment, if any, upon the Encroachment Area, or by reason of the elements, or resulting from acts, conduct or omissions on the part of Corner Shops, its tenant(s), or their agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or entity.

13. **REMOVAL OF SNOW**: Corner Shops, and its tenant(s), agree to remove or cause to be removed, as the need for the same arises, snow and ice from the Encroachment Area.

14. **ALTERATIONS**: Corner Shops, and its tenant(s), covenant and agree that they will not have any Storm Water Best Management Practice ("BMP") constructed within the Public Right–of–Way. Corner Shops, and its tenant(s) also covenant and agree that they will not make any improvements, changes installations, renovations, additions, or alterations in and about the Encroachment Area without the prior written consent of the City other than the approval given by Norfolk's Design Review Committee and Norfolk's Planning Commission. If Corner Shops, and/or its tenant(s), install or make any improvements, additions, installations, renovations, changes on or to the Encroachment Area with the approval of City, Corner Shops, and its tenant(s), hereby agree to remove, if requested by City, any improvements, additions, installations, and renovations, changes on or to the Encroachment Area upon termination of this Agreement. In the event Corner Shops, and/or its tenant(s), fail to remove the improvements, additions, installations, renovations,

and changes on or to the Encroachment Area when requested to do so by City, then the City may remove the improvements, additions, installations, renovations, and changes. Corner Shops, and its tenant(s), shall be jointly and severally liable for paying for the cost of such removal.

15. **ASSIGNMENT AND SUBLETTING**: City and Corner Shops agree that the permission to encroach granted hereby is for the benefit of Corner Shops and its tenant(s), and may not be assigned by Corner Shops without express authorization by the City. Further, upon Corner Shops' lease of the premises (adjoining the Encroachment Area) to a tenant, Corner Shops shall have any such tenant execute a copy of this Agreement, acknowledging acceptance of the terms and conditions set forth herein.

16. **SURRENDER**: Corner Shops, and its tenant(s), will surrender possession of the Encroachment Area to City and remove all goods and chattels and other personal property therefrom upon termination of the permission granted hereby. Corner Shops, and its tenant(s), shall return the Encroachment Area to the City in as good order and condition as it was at the beginning of Corner Shops' use of the Encroachment Area. If Corner Shops, and its tenant(s), have been requested to remove and fail to remove all items from the Encroachment Area upon termination hereof, City is authorized to remove and dispose of any such personal property and Corner Shops, and its tenant(s), shall be jointly and severally liable to City for the cost of any removal and disposal.

17. **INSURANCE**: Corner Shops, and/or its tenant(s), shall maintain in full force and effect Commercial General Liability ("CGL") insurance with a combined single limit policy of bodily injury, death and property damage insurance of One Million and 0/100 Dollars ($1,000,000) per occurrence and Two Million and 0/100 Dollars ($2,000,000) general aggregate insuring against all liability arising out of the use, occupancy, or maintenance of the Encroachment Area and appurtenant areas. CGL insurance shall be written on an approved ISO form for coverage in the

Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under insured contract. The City, its officers, employees, agents and representatives shall be named as additional insured on any such policy. Coverage shall be evidenced by a Certificate of Insurance provided to the City within thirty (30) days after adoption of this Agreement. All insurance policies and certificates shall provide for thirty (30) days advance notice in writing to City if the insurance is cancelled or modified. Corner Shops, and its tenant(s), shall inform the City Attorney and the Department of General Services within fifteen (15) days of receiving such notice or cancellation, and immediately obtain coverage compliant with this agreement.

Further, Corner Shops, and its tenant(s), shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least $500,000 per accident/disease, and policy limit of $500,000 covering any of Corner Shops' employees, as well as its tenant's employees, whose work occurs within the premises which are subject to this agreement.

18. **INDEMNIFICATION**: Corner Shops, and its tenant(s), shall indemnify and save harmless City from all fines, penalties, costs, suits, proceedings, liabilities, damages, claims and actions of any kind arising out of the use and occupation of the Premises by reason of any breach or nonperformance of any covenant or condition of this Agreement by Corner Shops, or its tenant(s), or by Corner Shops', or its tenant(s)', intentional act or negligence, and not caused in whole or in part by City. This indemnification shall extend to all claims of any person or party for death or injury to persons and damage to any property, and to legal expenses, including reasonable attorney's fees, incurred by City in the defense of such claims or incurred by City as a result of a breach of any provision of this Agreement by Corner Shops, and/or its tenant(s), but does not extend to circumstances caused in whole or in part by City.

19. **FIXTURES**: City covenants and agrees that no part of the improvements constructed, erected or placed by Corner Shops, or its tenant(s), in the Encroachment Area shall be or become, or be considered as being, affixed to or a part of the right of way, and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of City and Corner Shops, and its tenant(s), to covenant and agree that all improvements of every kind and nature constructed, erected or placed by Corner Shops, and/or its tenant(s), in the Encroachment Area shall be and remain the property of Corner Shops, and/or its tenant(s), unless such improvements are not removed upon termination of this Agreement.

20. **ENVIRONMENTAL**:

(a) For purposes of this section:

(i) "Hazardous Substances" include any pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Resource and Conservation Recovery Act (42 U.S.C. § 6901 et seq.) (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) (CERCLA) or any other federal, state, or local environmental law, ordinance, rule or regulation.

(ii) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injection, escaping, leaching, disposing, or dumping.

(iii) "Notice" means any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any authority of the Commonwealth of Virginia, the United States Environmental Protection Agency (USEPA) or other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the

Commonwealth of Virginia, or into waters outside the jurisdiction of the Commonwealth of Virginia or into the "environment," as such terms are defined in CERCLA. "Notice" shall include the imposition of any lien on any real property, personal property or revenues of Corner Shops, and/or its tenant(s), including but not limited to the Corner Shops', or its tenant(s)', interest in the Encroachment Area or any of Corner Shops', and/or its tenant(s), property located thereon, or any violation of federal, state or local environmental laws, ordinances, rules, regulations, governmental actions, orders or permits, or any knowledge, after due inquiry and investigation, or any facts which could give rise to any of the above.

(b) To the extent that Corner Shops, and its tenant(s), may be permitted under applicable law to use the Encroachment Area for the generating, manufacture, refining, transporting, treatment, storage, handling, disposal, transfer or processing of Hazardous Substances, solid wastes or other dangerous or toxic substances, Corner Shops, and its tenant(s), shall insure that said use shall be conducted at all times strictly in accordance with applicable statutes, ordinances and governmental rules and regulations. Corner Shops, and its tenant(s), shall not cause or permit, because of any intentional or unintentional act or omission, a Release of Hazardous Substances in the Encroachment Area. If any such intentional or unintentional act or omission causes a Release of Hazardous Substance in the Encroachment Area, Corner Shops, and its tenant(s), shall promptly clean up and remediate such Release in accordance with the applicable federal, state and local regulations and to the reasonable satisfaction of City.

(c) Corner Shops, and its tenant(s), shall comply with all applicable federal, state, and local environmental laws, ordinances, rules and regulations, and shall obtain and comply with all permits required thereunder, as well as under any successor or new environmental laws. Upon the receipt of any Notice, Corner Shops, and its tenant(s), shall notify City promptly in writing, detailing all relevant facts and circumstances relating to the Notice.

(d) The requirements of this section shall apply to any successor in interest to Corner Shops, and/or its tenant(s), whether due to merger, sale of assets or other business combination or change of control.

(e) Corner Shops, and its tenant(s), hereby agrees to defend (with counsel satisfactory to City) and indemnify and hold City harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable cleanup costs and attorney's fees arising under this indemnity) which may arise directly or indirectly from any use or Release of Hazardous Substances in the Encroachment Area and losses and claims against City resulting from Corner Shops', and/or its tenant(s), failure to comply strictly with the provisions of this section. The provisions of this section shall survive the termination of this permission granted by this Agreement.

21. **LIENS OR ENCUMBRANCES**: If because of any act or omission of Corner Shops, and/or its tenant(s), any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Encroachment Area, Corner Shops, and its tenant(s), shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from the City to Corner Shops, and/or its tenant(s), of the filing thereof, and Corner Shops, and/or its tenant(s), shall have the right to contest the validity of such lien if they so choose.

22. **APPLICABLE LAW**: The permission granted by this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any suit or legal proceeding relating to permission granted hereby shall be brought only in the state or federal courts located in Norfolk, Virginia.

23. **WAIVER OF TRIAL BY JURY**: To the extent permitted by law, City and Corner Shops, and its tenant(s), mutually waive their rights to trial by jury in any action,

proceeding, or counterclaim brought by either party against the other with respect to any dispute or claim arising out of the permission to encroach granted to Corner Shops, and its tenant(s), by this agreement.

24. **OTHER REQUIREMENTS**:

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

(b) Corner Shops, and its tenant(s), shall comply with all requirements of the City of Norfolk Department of Public Health with respect to the use of the Encroachment Area.

(c) The use of the Encroachment Area shall be subject to the jurisdiction and review of the City of Norfolk's Design Review Committee.

(d) Corner Shops', and its tenant(s)', use of the Encroachment Area shall not interfere with any water meters or sewer cleanouts.

(e) A trashcan compatible in design and style with the table and chairs will be provided for the outdoor dining, and trash shall be removed daily.

(f) Tables and chairs will be arranged according to plan approved by Norfolk's Design Review Committee.

25. **TITLES AND HEADINGS**: Titles and headings are inserted in this Agreement for reference purposes only, and shall not be used to interpret the Agreement.

26. **SEVERABILITY**: Each provision of this Agreement must be interpreted in a way that is valid under applicable law. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision or portion shall be deemed reformed, insofar as is possible, to cure the defect and give maximum effect to the intent of the City and Corner Shops, and its tenant(s), entering into

this Agreement, and in any event the remainder of the Agreement shall continue in full force and effect.

27. **ENTIRE UNDERSTANDING**: This Agreement constitutes the entire understanding between or on behalf of the City and Corner Shops, and its tenant(s), and supersedes any prior understandings and/or written or oral agreements between them or on their behalf respecting the subject matter herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

This Agreement may be modified or amended only by a writing signed and dated by both parties. All amendments shall be incorporated and made a part of this Agreement, and attached hereto.

28. **SUCCESSORS AND ASSIGNS**: In the event Corner Shops, assigns, conveys, sells, or otherwise disposes of its interest in the property located at 2000 Colonial Avenue to a party other than an affiliated entity, the permission granted by this Agreement shall immediately terminate. Any such successor in interest to Corner Shops that desires to encroach into the right-of-way must submit a new application for approval by the City.

29. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW**: At all times during which any term of this Agreement is in effect, Corner Shops, and its tenant(s), do not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed either by Title 8, Section 1324a of the United States Code or the U.S. Attorney General.

30. **AUTHORITY TO EXECUTE**: The terms of this Agreement are contractual and not mere recital, and the individuals executing this Agreement hereby represent and warrant that

they have full and complete authority to covenant and agree as herein provided and to execute this Agreement on behalf of the Parties hereto.

31. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**: Corner Shops, and its tenant(s), hereby represent that they are organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

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

(SIGNATURE PAGES FOLLOW)

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

CITY OF NORFOLK

By: _____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

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

_____
Notary Public
Registration: _____

Approved as to Contents:

_____
Director of General Services

Approved as to Form and Correctness

_____
Assistant City Attorney

CORNER SHOPS, LLC

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

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

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

_____
Notary Public
Registration: _____

Tenant Endorsement and Acceptance:

Tenant: _____

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

COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

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

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

EXHIBIT A

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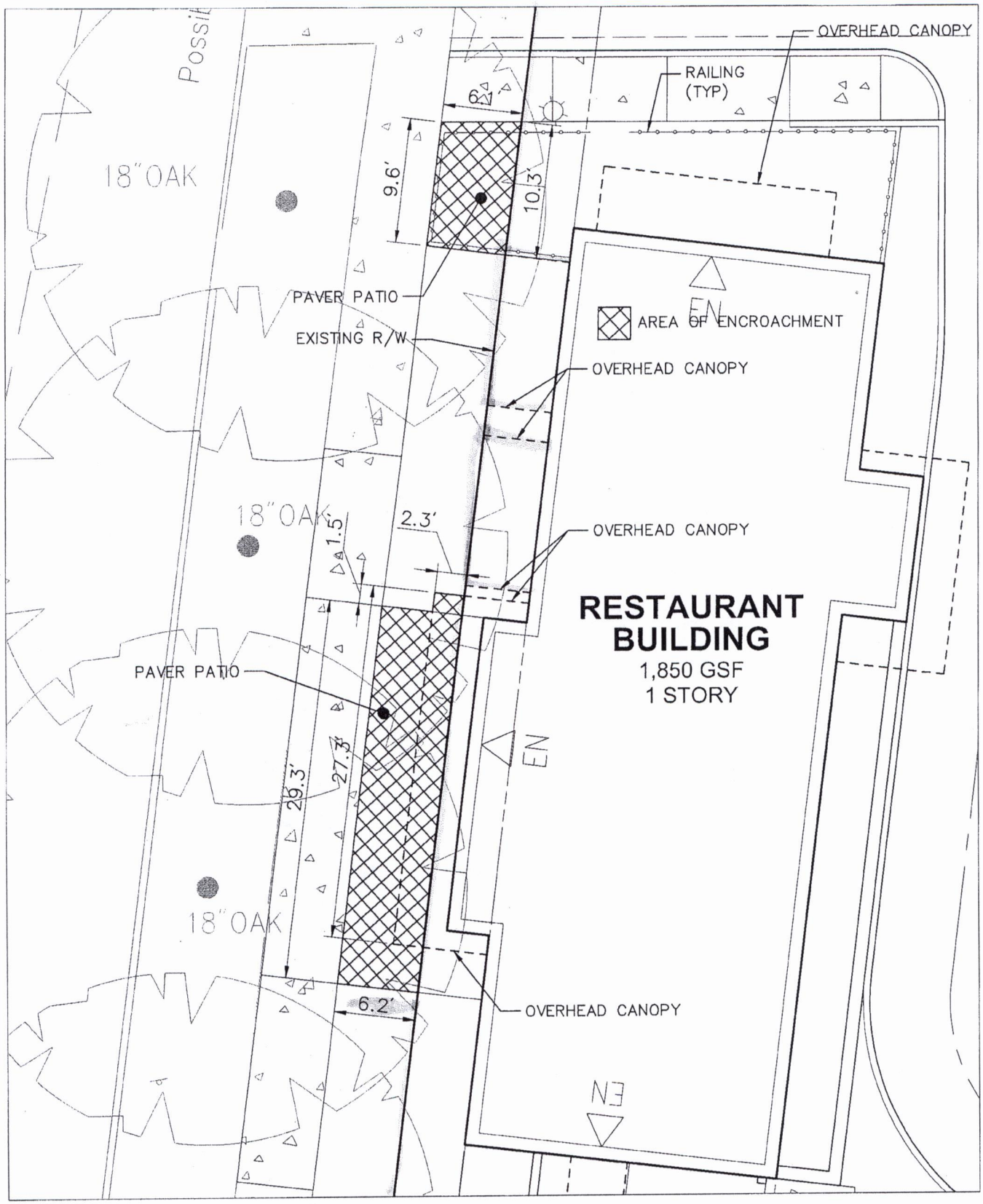

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vhb

Encroachment Exhibit
Starbucks
Colonial Avenue
Norfolk, VA

July 20, 2016

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 22, 2016

R-5

To the Honorable Council
City of Norfolk, Virginia

Re: Council Meeting

Dear Ladies and Gentlemen:

Attached is an ordinance scheduling a meeting with the School Board on Wednesday, December 7, 2016 at 5:00 p.m. in the Norview Middle School auditorium.

Respectfully,

Bernard A. Pishko
City Attorney

BAP:lm
Attachment

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

11/16/16 lm

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO SCHEDULE A MEETING BETWEEN THE CITY COUNCIL AND THE NORFOLK SCHOOL BOARD ON WEDNESDAY, DECEMBER 7, 2016 AT 5:00 P.M. AND TO MOVE THE LOCATION OF SAID MEETING FROM THE COUNCIL CHAMBER OF THE CITY HALL BUILDING TO THE NORVIEW MIDDLE SCHOOL AUDITORIUM.

- - -

WHEREAS, Ordinance Numbered 46,186 adopted on December 15, 2015 scheduled the council meetings for 2016; and

WHEREAS, it is the desire of the Council of the City of Norfolk to meet with the Norfolk School Board on Wednesday, December 7, 2016 at 5:00 P.M.

WHEREAS, Section 2-4 of the City Code provides that the place for holding meetings of the Council of the City of Norfolk is the Council Chamber of the City Hall Building in the City of Norfolk, Virginia; and

WHEREAS, it is the desire to move the location of the meeting from the Council Chamber of the City Hall Building to the Norview Middle School auditorium; now, therefore,

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

Section 1:- That the Council has determined to meet with the Norfolk School Board on Wednesday, December 27, 2016 at 5:00 P.M.

Section 2:- That, notwithstanding the provisions of Section 2-4 of the City Code, that said meeting shall be held at the Norview Middle School auditorium.

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

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: Amendment to Lease Agreement between the City of Norfolk and Norfolk NATO Festival, Inc.

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

Ward/Superward: 3/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-6**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Norfolk NATO Festival, Inc.
440 Bank Street
Norfolk, VA 23510

III. **Description:**
This agenda item is an ordinance to approve an amendment to the lease agreement between the City of Norfolk (the "city") and Norfolk NATO Festival, Inc. ("NNF") for their lease of the property located at 1361 and 1371 Hanson Avenue (the "property"). This amendment will reduce the leased area from the entire parcel to two warehouses located on the property, and revise the terms of use for exclusive access of entrance and exit ways and paved area on the property.

IV. **Analysis**
This amendment revises the current lease agreement to change the description of the property being used NNF during the course of its lease. As opposed to leasing all of the property, the amendment changes the property used by NNF to being only the two large warehouse buildings on site. NNF would have non-exclusive use of all entrances and exits to the property, as well as the paved areas on site. Notwithstanding the needs of the city otherwise, NNF will have exclusive use of the entrances and exits to the property during January through May of each year under its lease.

In light of the city's expanding needs for storage, particularly for post-hurricane efforts, this amendment supports the city's needs by reducing the amount of property leased by NNF to being only the on-site warehouse buildings; it also revises the usage terms regarding the entrances, exits, and the paved areas. With this amendment, the city will have wider use of

the grounds and would avoid any potential use conflicts due to NNF's current lease of the property.

V. Financial Impact

The annual fee charged to NNF under this lease will remain unchanged, despite the reduction in the scope of the property leased.

Current Annual Lease Amount (NNF)	Current Annual Rent: $1.00
Liability insurance (NNF)	The city has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the city

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Lease Amendment
- Current Lease Agreement
- Aerial of Current Leased Area

Agenda Overview

Amendment to Lease Agreement between the City of Norfolk and Norfolk NATO Festival, Inc.

If approved, this agenda item will permit an amendment to the lease agreement between the City of Norfolk and Norfolk NATO Festival, Inc. for their lease of the property located at 1361 and 1371 Hanson Avenue (the "property"). This amendment will reduce the leased area from the entire parcel to two warehouses located on the property, and revise the terms of use for exclusive access of entrance and exit ways and paved area on the property. Approval is recommended.

Please approve text for Agenda Overview:

☑ Approved

☐ Approved with changes

From Department Head to City Manager

- The purpose of this amendment in order to change the description of the property being used by Norfolk NATO Festival, Inc.; to revise the terms of use for the entrances and exits, as well as the paved areas on site; and to authorize the execution of the lease amendment.
- In light of the City's expanding needs for storage, particularly for post-hurricane efforts, this amendment supports those needs by reducing of the scope of the property leased by NNF to being only the on-site warehouse buildings, along with qualified usage of the entrance/exit ways and the paved areas.
- With this amendment, the City will have wider use of the grounds and would avoid any potential use conflicts due to NNF's current lease of the property.
- Norfolk NATO Festival, Inc. has listed the City as an additional insured in the amount of $1,000,000 in connection with its lease of the property.
- The annual fee charged to NNF under this lease will remain unchanged, despite the reduction in the scope of the property leased.

11/3/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO APPROVE AN AMENDMENT TO THE LEASE AGREEMENT FOR CERTAIN CITY PROPERTY LOCATED AT 1361 AND 1371 HANSON AVENUE WITH NORFOLK NATO FESTIVAL, INC., SO AS TO CHANGE THE DESCRIPTION OF THE DEMISED PREMISES, TO QUALIFY THE ACCESS AND USE OF THE ENTRANCE AND EXIT WAYS AND THE PAVED AREAS AND TO AUTHORIZE THE EXECUTION OF THE LEASE AGREEMENT.

- - -

WHEREAS, in accordance with that certain Ordinance #46,174, adopted on December 15, 2015 and effective on January 15, 2016, and that certain Lease Agreement, dated January 29, 2016 ("Agreement"), the City of Norfolk ("City") leased to Norfolk Nato Festival, Inc. ("NNF") certain City property located at 1361 and 1371 Hanson Avenue ("Property"), for the purpose of storing and staging the NNF's Parade Floats and materials; and

WHEREAS, NNF and the City have come to understand, acknowledge and agree that from time to time the City may have need for temporary access and use of the paved areas, as well as the entrance and exit ways, at the Property throughout the year; and

WHEREAS, NNF and the City have agreed that to accommodate the City's need and use, an Amendment to the Lease Agreement ("Amendment") is appropriate to change the description of the

Demised Premises and to qualify certain exclusive use and access;

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

Section 1:- That the Amendment, a copy of which is attached hereto as Exhibit A and incorporated herein, is hereby approved and the proper officers of the City are authorized to execute the Amendment and to do all things necessary and proper for its implementation.

Section 2:- That the City Manager is further authorized to correct, amend or revise the Amendment as he may deem advisable consistent with the intent of the Council as expressed therein.

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

EXHIBIT A TO ORDINANCE

AMENDMENT TO LEASE AGREEMENT
between
CITY OF NORFOLK
and
NORFOLK NATO FESTIVAL, INC.

THIS AMENDMENT TO LEASE AGREEMENT entered into this ____ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("Landlord"), and **NORFOLK NATO FESTIVAL, INC.,** a Virginia non-stock corporation ("Tenant"), whose address is 440 Bank Street, Norfolk, Virginia 23510.

WHEREAS, the parties entered into a Lease Agreement ("Agreement") dated January 29, 2016 for the lease of the property located at 1361 and 1371 Hanson Avenue ("Demised Premises"), a copy of which is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the parties wish to amend the Agreement to change the description of the Demised Premises and qualify certain exclusive use and access.

NOW, THEREFORE, it is agreed as follows:

1. **Amendment To Description Of Demised Premises**.

The parties agree that the Demised Premises shall consist of the two large warehouse buildings located on the City-owned property located at 1361 and 1371 Hanson Avenue ("Hanson Avenue Property"). Said warehouse buildings are noted as "NNF Parade Float Bldgs." on Exhibit B attached hereto.

2. **Amendment To Paragraph 2 of the Lease – USE**.

The parties agree to amend Paragraph 2 of the Lease Agreement to provide for the following:

A. That the Tenant shall continue to have full non-exclusive access and use of all entrance and exit ways to and from the Hanson Avenue Property, and

shall continue to have full use of all of the paved areas within the Hanson Avenue Property.

B. That the Tenant shall have "exclusive" access and use of all entrance and exit ways and paved areas at the Hanson Avenue Property between January and May of each year ("Exclusive Use Period").

C. That it is understood, acknowledged and agreed that from time to time, the Landlord may have temporary need for access and use of the paved areas and the entrance and exit ways at the Hanson Avenue Property during the Tenant's Exclusive Use Period, and to accommodate the City's need for temporary access and use, the parties further agree to maintain close communication and liaison to coordinate temporary mutual shared access and use of the entrance and exit ways and the paved areas during the Exclusive Use Period.

3. **Full Force and Effect**.

Except as amended herein, the Agreement shall remain in full force and effect.

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

(SIGNATURE PAGES FOLLOW)

NORFOLK NATO FESTIVAL, INC.

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

COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

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

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

_____
Notary Public
Registration: _____

CITY OF NORFOLK

By: _____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

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

_____
Notary Public
Registration: _____

Approved as to Contents:

_____
Director of General Services

Approved as to Form and Correctness

_____
Assistant City Attorney

47319

EXHIBIT A

LEASE AGREEMENT
BETWEEN
THE CITY OF NORFOLK
AND
NORFOLK NATO FESTIVAL, INC.

THIS LEASE AGREEMENT is made this 29 day of January, 2016, by and between the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia ("Landlord"), and NORFOLK NATO FESTIVAL, INC., a Virginia nonstock corporation ("Tenant").

WITNESSETH:

Tenant indicates a need to enter and occupy a portion of property owned by Landlord located at 1361 and 1371 Hanson Avenue, Norfolk, Virginia (the "Demised Premises"), shown on Exhibit A, for the temporary storage of parade floats and related equipment. There shall be no general public admittance or parking at the Demised Premises. The use of the area will be with no expenditure by Landlord.

THEREFORE, it is agreed as follows:

1. **TERM OF LEASE.**

Landlord leases unto Tenant and Tenant hires from Landlord the Demised Premises for the period of one (1) year (the "Term") to commence February 1, 2016 and ending on January 31, 2017 (the "Termination Date"), subject to the termination provisions herein contained. Unless Tenant provides written notice otherwise to Landlord at least sixty (60) days prior to the end of the current term, the term of this Lease shall be automatically extended for up to four, additional one-year periods ("Extensions") under all the same terms and conditions of the original Lease. At any time during the original term of this Lease or subsequent Extensions, Landlord may terminate this Lease upon giving thirty (30) days prior written notice.

2. **USE.**

Tenant covenants and agrees to use and occupy the Demised Premises as a temporary storage and staging area for the floats and related equipment and for no other purpose. Tenant understands that the Demised Premises are comprised of a large paved area and unoccupied buildings which will be utilized by Tenant in a manner consistent with the stated purpose.

From time to time, the Landlord may wish to store items in the areas or buildings that are controlled by the Tenant. The Tenant shall not be responsible for any loss or damage of these items.

The parties acknowledge and agree that Tenant shall continue to have access to and shall use the Demised Premises for the temporary storage of parade floats and related equipment and shall have all rights of ingress and egress to the Demised Premises as needed by Tenant.

3. **ACCEPTANCE OF PREMISES.**

Tenant acknowledges that it is familiar with the Demised Premises and hereby agrees to accept the Demised Premises in their present condition, as its. Tenant further acknowledges that neither landlord nor anyone on Landlord's behalf has made any representation or warranties with respect to the condition of the Demised Premises.

4. **BASE RENT.**

4.1 The rental payment ("Base Rent"), of One Dollar and No Cents ($1.00) is payable, annually, for the Term of this Agreement and any Extensions of the initial Term, to which the parties may subsequently agree.

4.2 In the event that Tenant chooses to exercise Tenant's Right of Entry under the terms described in Section 38, the payment of Base Rent shall become due prior to the first day

on which Tenant takes access to the Premises and continuing to the effective date of this Lease, to be paid to the address described in Section 4.5.

4.3 Upon the commencement of any Extensions, applicable lease rates may be reasonably adjusted by Landlord, provided at least sixty (60) days prior written notice of such adjustment is delivered to Tenant. Each annual installment of rent shall be made promptly in advance of the first day of any Extensions of this Lease without demand and without offset or deduction, together with such additional rent and other charges as may be required to be paid by Tenant and as are hereinafter set forth in this Lease (the "Additional Rent").

4.4 No payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent or Additional Rent stipulated in this Lease shall be deemed other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or payment, or any writing accompanying any check or payment of such rent, be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

4.5 The annual Base Rent payment shall be paid by check or money order made payable to the City Treasurer and sent to the Office of Real Estate, 232 East Main Street, Suite 250, Norfolk, Virginia 23510.

5. **ENVIRONMENTAL CONDITIONS.**

Notwithstanding anything in this Lease to the contrary, Tenant does not hereby become responsible or in any manner whatsoever assume liability for environmental conditions or liabilities existing prior to its occupancy hereunder, or for such conditions not caused or permitted by Tenant.

6. **JANITORIAL SERVICES AND TRASH REMOVAL.**

6.1 Tenant shall store all trash, rubbish and garbage in fully closed containers at a location chosen by Landlord. Tenant shall pay all costs incidental to the removal thereof, unless Tenant is part of a common trash removal service provided by Landlord. Tenant shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in and or about the Demised Premises. Any expenses incurred by landlord related to the removal of the same shall be reimbursed by Tenant. Tenant shall be responsible for providing any necessary temporary toilet facilities.

6.2 Tenant may supply its own janitorial services, if necessary.

7. **SECURITY DEPOSIT.**

Tenant deposited with Landlord and Landlord retains a pre-paid deposit (the "Security Deposit") in the amount of Three Hundred Dollars and No Cents ($300.00) as security for the full and faithful performance by Tenant of all terms and covenants of this Lease required to be performed by Tenant. If at any time Tenant shall be in default of any of the covenants of this Lease, Landlord is entitled, at its discretion, to use the Security Deposit, or so much thereof, as may be necessary to rectify or cure such default. In the event that Landlord utilizes the Security Deposit, Tenant shall promptly restore same to Landlord upon Landlord's demand. No interest shall be paid by Landlord to Tenant with respect to the Security Deposit. The Security Deposit, or that portion that remains, shall be returned to Tenant following the termination of this Lease, provided that Tenant has fully and faithfully curried out all its terms and covenants and paid up all its Base Rent, Additional Rent and/or adjustments.

8. **INSURANCE.**

8.1 Tenant, at its own cost and expense, shall obtain and maintain Comprehensive General Liability Insurance on the Demised Premises for the joint and separate benefit of Landlord and Tenant, in an amount not less than $1,000,000 for injury to or death of one person, $2,000,000 for any one occurrence and $300,000 for property damage, or in such higher limits as shall be reasonably required by Landlord.

8.2 Tenant is responsible for any and all damages to Tenant's inventory, furniture, fixtures and equipment, and will, at all times during the Lease term and at its own cost expense, maintain all risk property insurance against damage by fire or other perils in an amount equal to the replacement value of all parts of the Premises for which Tenant is responsible. Each insurance policy shall be so written as to protect Landlord and Tenant, as their respective interests may appear, and the insurance policies shall include a waiver of subrogation, and all liability policies shall specifically name Landlord as an Additional Insured under the policy. If Tenant fails to provide such insurance, Landlord may terminate this Lease with ten (10) days notice to Tenant. Certificates of Insurance verifying all required insurance policies shall be delivered to landlord prior to Tenant's occupancy or build-out of the leased space.

8.3 Tenant agrees to look solely to the proceeds of Tenant's own insurer for indemnity against exposure for casualty losses of property or business interruption. Tenant warrants that its liability, property and business interruption insurers shall have no rights against Landlord by virtue of assignment, loan agreement or otherwise.

8.4 Tenant shall defend, indemnify and hold harmless Landlord for and against any and all claims, demands, suits, actions and judgments of any kind or nature whatsoever, including costs and expenses, for any personal injury or property damage to any person, or

property, arising or resulting, directly or indirectly, from the entry onto the Demised Premises by Tenant or Tenant's agents.

9. **UTILITIES.**

All utilities in connection with the use of the Demised premises are to be in Tenant's name and shall be Tenant's sole responsibility for payment. Landlord shall have no responsibility for furnishing utilities (municipal, public or private) to the Demised Premises.

10. **REPAIRS.**

Tenant shall keep and maintain the Demised premises in a good and complete state of repair and condition, except for ordinary wear and tear. Tenant shall make all repairs and replacements of every kind and character, to include, but not be limited to, store front glass, and maintain the Demised premises and the appurtenances belonging thereto, and will not call upon Landlord during the term of this Lease for the making of any repairs or replacements whatsoever. All repairs and replacements shall:

(a) be performed in a good and workmanlike manner,

(b) be at least substantially equal in quality and usefulness to the original work,

(c) be of first-class modern character, and

(d) not diminish the overall value of the Demised premises.

In this context "Demised Premises" refers to the partitions, ceilings, floors and other improvements heretofore or hereafter constructed at Tenant's expense.

11. **REQUIREMENTS OF PUBLIC AUTHORITIES.**

Tenant shall suffer no waste or injury in or about the Demised Premises and shall comply with all federal, state, county and municipal laws, ordinances and regulations applicable to the structure, use and occupancy of the Demised Premises, including, without limiting the generality of the foregoing, the making of any structural repairs that may be required in order to comply with said laws, ordinances and regulations. In addition, Tenant shall effect the correction,

prevention and abatement of nuisances, violations or other grievances in upon or connected with the Demised premises and shall also promptly comply with all rules, orders and regulations of the Board of Fire Underwriters and any insurance company insuring the Demised Premises. In this context, "Demised Premises" refers to the partitions, ceilings, floors and other improvements heretofore and hereafter constructed at Tenant's expense.

12. **LANDLORD'S RIGHT TO CURE.**

Landlord and its agents and workmen shall have the right to enter into and upon the Demised premises at all reasonable times for the purpose of inspection and examination of the state or repair and condition thereof. Landlord may, but shall not be obligated to make such repairs as shall be necessary as a consequence of any failure of Tenant to meet its obligations under this Lease. The cost of any such repairs undertaken by Landlord, together with interest thereon at the rate of 18% per annum, shall be deemed to be Additional Rent payable by Tenant upon demand by Landlord. The making of any such repairs by Landlord shall not constitute a waiver by Landlord of any right or remedy provided by this Lease upon Tenant's default in the making of repairs.

13. **RIGHTS OF INGRESS AND EGRESS.**

Tenant agrees and represents it will cause as little disruption to the surrounding community as possible advising community in advance of any significant deployments into or from Demised Premises. Grantee agrees any vehicles, as well as towed floats, shall enter and exit Property in the same manner as follows; Grantee when moving into the Demised premises shall enter from East Princess Anne road in a northerly direction onto Maltby Avenue, crossing Goff Street until it intersects Cary Street where any vehicles shall turn left onto Cary Street and proceed until it reaches the intersection with Hanson Avenue where it can proceed directly onto

the Demised Premises. When exiting Demised Premises the route shall be the reverse leaving Demised Premises by way of Cary Street, right onto Maltby Avenue, and Maltby to Princess Anne Road, where it may proceed in the direction it deems appropriate.

14. **DESTRUCTION.**

If, during the Term of this Lease and any Extensions, the Demised Premises or any part thereof, including portions of the building not occupied by Tenant, shall be damaged by fire, storm, or other casualty, Landlord shall not be obligated to repair or rebuild the same, and if the premises become untenantable due to fire, storm, or other casualty and would not be rendered tenantable by Tenant's discharge of the obligation to maintain and repair the Demised Premises, as therein defined, this Lease shall immediately terminate, provided always that there shall be no cessation of rent if the damages shall have been the result of the negligence, default, or willful act of Tenant or its agents or employees.

15. **INDEMNIFICATION.**

Except as provided in Section 2 above, Tenant shall defend, indemnify and save harmless Landlord from all fines, penalties, costs, suits, proceedings, liabilities, damages, claims and actions of any kind arising out of the use and occupation of the Demised premises by reason of any breach or nonperformance of any covenant or condition of this Lease by Tenant, or by Tenant's intentional act or negligence, and not caused in whole or in part by Landlord. This indemnification shall extend to all claims of any person or party for death or injury to persons and damage to any property, and to legal expenses, including reasonable attorney's fees, incurred by Landlord in the defense of such claims or incurred by Landlord as a result of a breach of any provision on this Lease by Tenant, but does not extend to circumstances caused in whole or in part by Landlord. Tenant shall not be responsible for damage to the building resulting from acts

of nature or for structural damage which it is not the fault of Tenant with the exception of replacement of the glass storefront.

16. **NON-LIABLITY OF LANDLORD.**

Landlord shall not be liable for any damage or injury which may be sustained by Tenant or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, drains, leaders, gutters, valleys or the like, or of the electrical, or sprinkler, equipment, if any, in the Demised premises; or by reason of the elements not caused in whole or in part by Landlord.

17. **ALTERATIONS.**

Tenant covenants and agrees that it will not make any material improvements, changes, installations, renovations, additions or alterations in ad about the Demised Premises without the prior written consent of Landlord.

18. **ASSIGNMENT AND SUBLETTING.**

Tenant will not assign this Lease or sublet the Demised Premises.

19. **AIR AND WATER POLLUTION.**

Tenant expressly covenants and agrees to defend, indemnify and save Landlord harmless against any claim, damage, liability, cost, penalty, or fine which Landlord may suffer as a result of air, noise or water pollution caused by Tenant in its use of the Demised premises. Tenant covenants and agrees to notify Landlord immediately of any claim or notice served upon it containing any allegation that Tenant is causing air, noise, or water pollution. Tenant, in any event, will take immediate steps to halt, remedy or cure any such pollution caused by Tenant in connection with its use of the Demised Premises. Tenant shall restrict noise in its operations so as to comply with any codes, city ordinances, or regulations of any kind regarding same.

20. **COVENANT AGAINST LIENS.**

Tenant agrees that it shall not encumber, or suffer or permit to be encumbered, the Demised premises or the fee thereof by any lien, charge or encumbrance, and Tenant shall have no authority to mortgage or hypothecate this Lease in any way whatsoever.

21. **HAZARDOUS SUBSTANCES PROHIBITED.**

(a) For purposes of this Lease, "Hazardous Substances' include any pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Resource and Conservation Recovery Act (42 U.S.C.1 SS6901 et seg.) (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. SS9601 et seg.) (CERCLA) or any other federal, state or local environmental law, ordinance, rule or regulation.

(b) Tenant shall be prohibited from bringing upon or permitting any of its employees or agents from bringing upon the Demised premises any Hazardous Substances, as defined in subsection (a) above. It is understood an agreed that in this context, the term "agent" does not include independent contractors, unless Tenant has knowledge of such violations and acquiesces therein. In the event Tenant, or any of its employees or agents, permits any such Hazardous Substance to be brought upon the Demised Premises, Tenant hereby agrees to defend (with counsel satisfactory to Landlord) and to indemnify and hold Landlord harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable cleanup costs and attorney's fees arising under this indemnity) which may arise directly or indirectly from any use or release of hazardous Substances on the Demised Premises and losses and claims against Landlord resulting from Tenant's failure to comply strictly with the provisions of this section. Subject to an applicable defense available to Landlord, Landlord shall

be responsible for any and all claims, actions, damages, liabilities and expenses in connection with the release of Hazardous Substances on the Demised Premises or any of the environmental conditions existing on the Demised Premises prior to Tenant's occupancy. The provisions of this section shall survive the expiration or earlier termination of this Lease.

22. **SURRENDER BY TENANT AT END OF TERM.**

22.1 Tenant will surrender possession of the Demised Premises and shall remove all goods, chattels, and other personal property in the possession of Tenant by whomsoever owned, at the end of the term of this Lease, or at such other time as Landlord may be entitled to re-enter and take possession of the Demised Premises pursuant to any provisions of this Lease. In either instances, Tenant shall leave the Demised Premises in the good order and condition as it was presented on the Commencement Date, reasonable wear and tear excepted.

At the end of the term of this Lease, should Tenant fail to surrender the Demised Premises and remove the aforesaid goods, chattels, and other personal property in the possession of Tenant by whomsoever owned, pursuant to the terms of this Lease, Tenant shall pay to Landlord all rents due for the Tenant's default of this Lease and subsequent holdover. In addition, Tenant shall compensate Landlord for all statutory penalties or other damages that are incurred by the Landlord due to the Tenant's default and holdover.

22.2 If Tenant fails to remove all goods and chattels and other personal property in possession of Tenant, by whomsoever owned, at the end of the term of this Lease, or at such other time as Landlord may be entitled to re-enter and take possession of the Demised Premises pursuant to any provision of this Lease, Tenant hereby irrevocably makes, constitutes and appoints Landlord as the agent and attorney-in-fact of Tenant to remove all goods and chattels and other personal property, by whomsoever owned, from the Demised premises to a reasonably

safe place of storage, such moving and storage to be at the sole cost and expense of Tenant, and Tenant covenants and agrees to reimburse and pay to Landlord all expenses which Landlord incurs for the removal and storage of all such goods and chattels. In addition, at the option of Landlord, Tenant shall be deemed to have abandoned such goods, chattels and other personal property and the same shall become the property of Landlord. Tenant shall reimburse and pay landlord for all expenses incurred in the removing or disposing of the abandoned property.

22.3 No act or thing done by Landlord shall be deemed an acceptance of the surrender of the Demised Premises unless Landlord shall execute a written release of Tenant. Tenant's liability hereunder shall not be terminated by the execution by Landlord of a new lease of the Demised Premises.

23. **DEFAULT BY TENANT.**

23.1 If before or during the term of this Lease there shall occur any of the following events ("Events of Default"):

(a) If Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, is adjudicated bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of any material part of its assets, and such appointment shall not have been vacated; or

(b) if, within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation,

dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of Tenant of any trustee, receiver or liquidator of Tenant ore of any material part of its assets, such appointment shall not have been vacated; or

(c) if the interest of Tenant in the Demised Premises shall be sold under execution or other legal process; or

(d) if Tenant shall fail to pay any installment of Base Rent within seven (7) days of due date; or

(e) if Tenant shall fail to perform or observe any requirement, obligation, agreement, covenant or condition of this Lease, other than the payment of any installment of Base Rent, and any such failure shall continue for fifteen (15) days after Landlord gives Tenant notice thereof, or if such failure cannot be remedied within fifteen (15) days, then for a reasonable time thereafter, provided Tenant commences to remedy such failure within said 15-day period and prosecutes the same to completion with diligence; or

(f) if any representation or warranty of Tenant contained in this Lease shall prove to be incorrect in any material respect on the date upon which it was made;

then at any time following any of such Events of Default, Landlord, without waiving any other rights herein available to Landlord at law or in equity, may either (1) give Tenant notice of termination of this Lease, or (2) *without terminating this Lease*, give Tenant notice of Landlord's intention to re-enter and take possession of the Demised Premises, with or without legal process. The giving of either of such notice to Tenant shall terminate Tenant's right to possession of the Demised Premises under this Lease, however, such termination will be

without prejudice to the rights of the Landlord to exercise all available legal remedies and will not discharge Tenant of any liabilities thereto.

23.2 If Landlord elects to terminate Tenant's right to possession of the Demised premises under Section 23.1 following an Event of Default, Landlord may re-enter and take possession of the Demised premises, with or without legal process, and Tenant hereby waives any claim for damages as a result thereof, and Tenant shall be obligated to pay to Landlord as damages upon demand, and landlord shall be entitled to recover of and from Tenant:

(a) all Base Rent which is in arrears as of the date of termination of Tenant's right to possession, plus

(b) the cost to Landlord of all reasonable legal and other expenses and costs (including reasonable attorney's fees) incurred by landlord in obtaining possession of the Demised Premises, in enforcing any provision of this Lease, in preserving the Demised Premises during any period of vacancy, in making such alterations and repairs to the Demised Premises as Tenant was required to make pursuant to the terms of this Lease and in reletting the Demised Premises, including all reasonable brokerage commissions therefore, plus

(c) either:

(i) in the event of Landlord's giving notice of its intention to re-enter and take possession without terminating this Lease, damages (payable in monthly installments, in advance, on the first day of each calendar month following the giving of such notice an continuing until the date originally fixed herein for the expiration of the then current term of this Lease) in amounts equal to the Base Rent and Additional Rent herein reserved, less the net amount of rent, if any, which may be collected an received by Landlord from the Demised premises for and during the balance of the term hereof; Landlord may relet the Demised

premises, or any part or parts thereof and Landlord may grant concessions or charge a rental in excess of that provided in this Lease (Tenant shall have no right to any excess); or

(ii) in the event of Landlord's giving notice of termination of this Lease, an award for liquidated damages in an amount which, at the time of such termination, is equal to the excess, if any, of the installments of Base Rent and the aggregate of all sums payable hereunder as Additional Rent for the period which would otherwise have constituted the unexpired portion of the then current term of this Lease, plus the value of all other considerations to be paid or performed by Tenant during such period, over the fair rental value of the Demised Premises, as of the date of such termination, for such unexpired portion of the then current term of this lease, or any part thereof if relet by Landlord for the unexpired term of this Lease, or any part thereof. If Landlord shall elect to re-enter and take possession without terminating this Lease, Landlord shall have the right at any time thereafter to terminate this Lease for such previous default, whereupon the provisions of this subsection with respect to termination will thereafter apply. Landlord will make reasonable effort to mitigate its damages.

23.3 Landlord may sue for and collect any amounts which may be due pursuant to the provisions of Section 23.2 above from time to time as Landlord may elect, but no such suit shall bar or in any way prejudice the rights of Landlord to enforce the collection of amounts due at any time or time thereafter by a like or similar proceeding.

23.4 Tenant agrees to pay all costs of proceedings by Landlord for the enforcement of any breach of the terms and conditions of this Lease by Tenant, including reasonable attorney's fees and expenses, which shall be deemed Additional Rent for the period with respect to which the Event of Default occurred, if Landlord is the prevailing party in such suit.

23.5 No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. The receipt and acceptance by Landlord of rent with knowledge of the default by Tenant in any of Tenant's obligations under this Lease shall not be deemed a waiver by Landlord of such default. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings, in which the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

23.6 No waiver by Landlord of any Event of Default or any default by Tenant in any covenant, agreement or obligation under this Lease shall operate to waive or affect any subsequent Event of Default or default in any covenant, agreement or obligation hereunder, nor shall any forbearance by Landlord to enforce a right or remedy upon an Event of Default or any such default be a waiver of any of its rights and remedies with respect to such or any subsequent default or in any other manner operate to the prejudice of Landlord.

24. **NO JOINT VENTURE.**

It is hereby agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant, or between Landlord and any other party, or cause either party to be responsible in any way for the debts or obligations of the other party.

25. **QUIET ENJOYMENT.**

Landlord covenants that Tenant, on paying the rent and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the term aforesaid.

26. **CERTIFICATES BY TENANT AND LANDLORD.**

Tenant and Landlord agree that at any time and from time to time during the term of this Lease, within ten (10) days after written request from the other, to execute, acknowledge and deliver to the requesting party or to a third party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modification), and the dates to which the Base Rent, and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the party, the requesting party is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which such party may have knowledge. Such third party shall have the right to rely upon the contents of any such written statement.

27. **NOTICES.**

27.1 Whenever it is provided herein that notice, demand, request or other communication shall or may be given to or served upon either of the parties, or if either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or the Demised Premises, each such notice, demand, request or other communication shall be given in writing either by hand delivery, overnight courier or by mailing same by registered or certified mail return receipt requested, with proper postage pre-paid and any law or statute to the contrary notwithstanding, shall be given or served as follows:

Landlord:

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

Tenant:

Norfolk NATO Festival, Inc.
440 Bank Street
Norfolk, Virginia 23510
Attn: Executive Director

or at such other address as either of the parties may from time to time designate by written notice.

27.2 Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same shall be hand delivered or deposited in the United States mail, postage pre-paid, in the manner aforesaid.

28. **CAPTIONS.**

The captions to the sections of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease or any part thereof nor in any way affect this Lease or any part thereof.

29. **COVENANTS AND CONDITIONS.**

All of the terms and provisions of this Lease shall be deemed and construed to be "covenants" and "conditions" to be performed by the respective parties as though words specifically expressing or importing covenants and conditions were used in each separate term and provision thereof.

30. **WAIVER OF TRIAL BY JURY.**

Landlord and Tenant hereby mutually waive their rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any

matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Demised Premises, and any claim of injury or damage.

31. **DEFINITION OF TERM "LANDLORD".**

When the term "Landlord" is used in this Lease, it shall be construed to mean and include only the then owner of the fee title of the Demised Premises. Upon the transfer by Landlord of the fee title to the Demised Premises, Landlord shall give Tenant notice in writing of the name and address of Landlord's transferee. In such event, the then Landlord shall be automatically free and relieved from and after the date of such transfer of title of all personal liability with respect to the performance of any of the covenants and obligations on the part of Landlord herein contained to be performed, provided any such transfer and conveyance by Landlord is expressly subject to the assumption by the grantee or transferor of the obligations of Landlord to be performed pursuant to the terms and conditions of this Lease.

32. **BROKERAGE REPRESENTATION.**

Landlord shall have no obligation for the payment of any real estate commission in regard to this Lease, and Tenant shall indemnify and hold harmless landlord from and against any claim by a real estate agent for any commission relative to this Lease.

33. **ENTIRE AGREEMENT.**

This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

34. **APPLICABLE LAW.**

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and any suit arising out of this lease only shall be brought in the State or Federal Courts located in the State of Virginia. In the event of any such suit, the parties

hereto consent to the personal jurisdiction of such courts and waive any defense based on improper venue.

35. **BIND AND INURE CLAUSE.**

The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of each of the parties hereto, and their respective successors and assigns.

36. **TENANT'S RECOURSE.**

In any action or proceeding brought by Tenant against Landlord on this Lease, Tenant shall look solely to landlord's interest in the Demised premises for the payment of any damages or satisfaction of any liabilities or obligations of Landlord, and no judgment obtained by Tenant shall be enforceable against, or a lien upon, any property of Landlord other than the Demised Premises.

37. **LANDLORD'S RIGHT TO ENTER.**

Landlord and its agent shall have the right to enter into and upon the Demised Premises, after giving notice to Tenant, for the purpose of inspection and to make any repairs necessary to Landlord's property.

38. **TENANT'S RIGHT OF ENTRY.**

Landlord hereby grants Tenant the right to enter into the Premises not more than thirty (30) days prior to the effective date of authorizing ordinance, solely at their own risk, for the purpose of building out the premises in connection with the intended use. Prior to entering the Premises, Tenant will deliver to landlord the Insurance Certificates as required in Section 8. If for any reasons Tenant shall not occupy the Premises as permitted by this Lease and has, however, commenced build out for the proposed use prior to the effective date of authorizing

ordinance, Tenant shall repair any damage to the Premises and shall restore all disturbed areas to its original condition.

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

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

_____
City Clerk

NORFOLK NATO FESTIVAL, INC.

By: _____
Title: Executive Director

CONTENTS APPROVED:

_____
Department of General Services

APPROVED AS TO FORM AND CORRECTNESS:

_____
Mary L. G. Nexsen
Deputy City Attorney

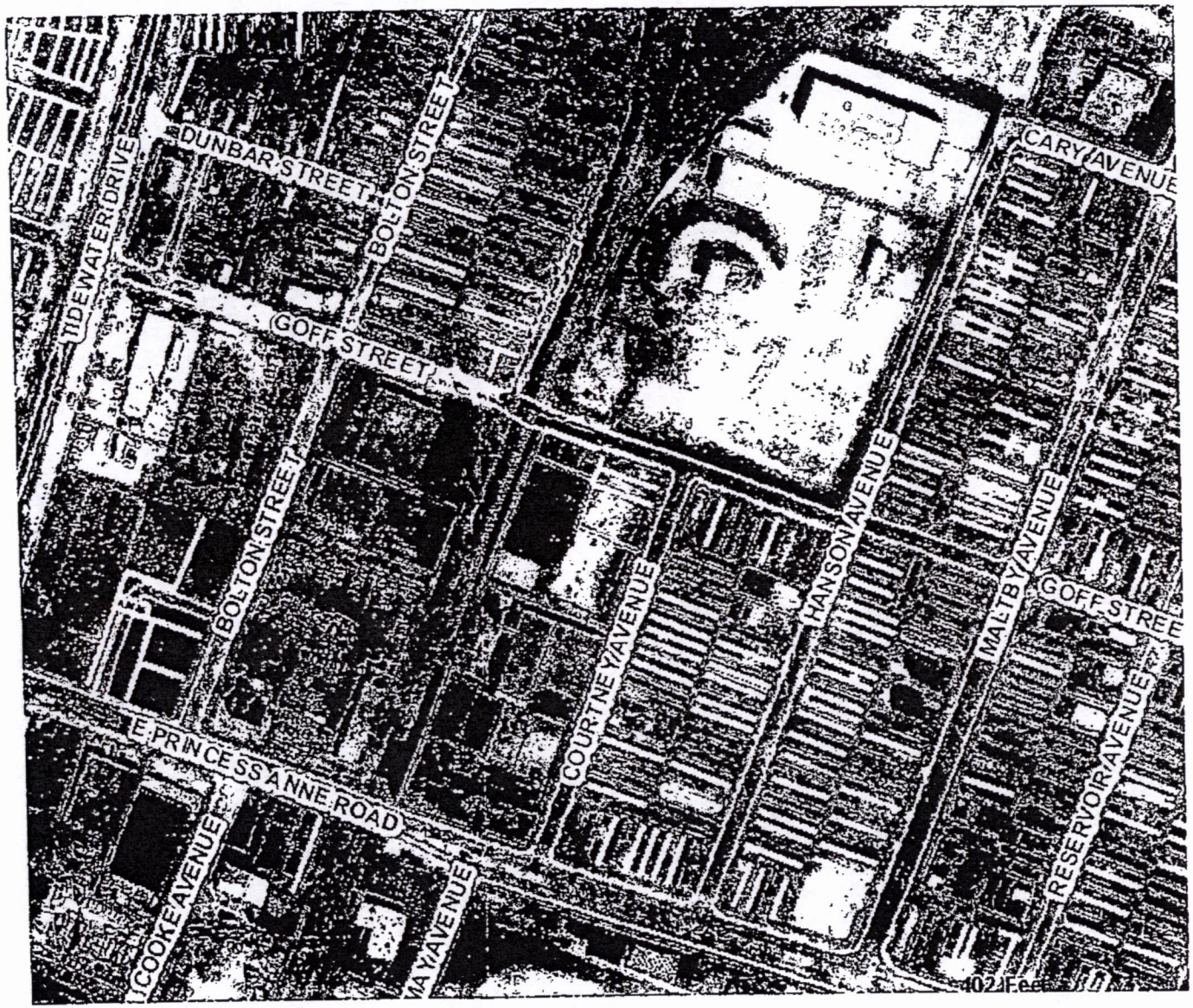
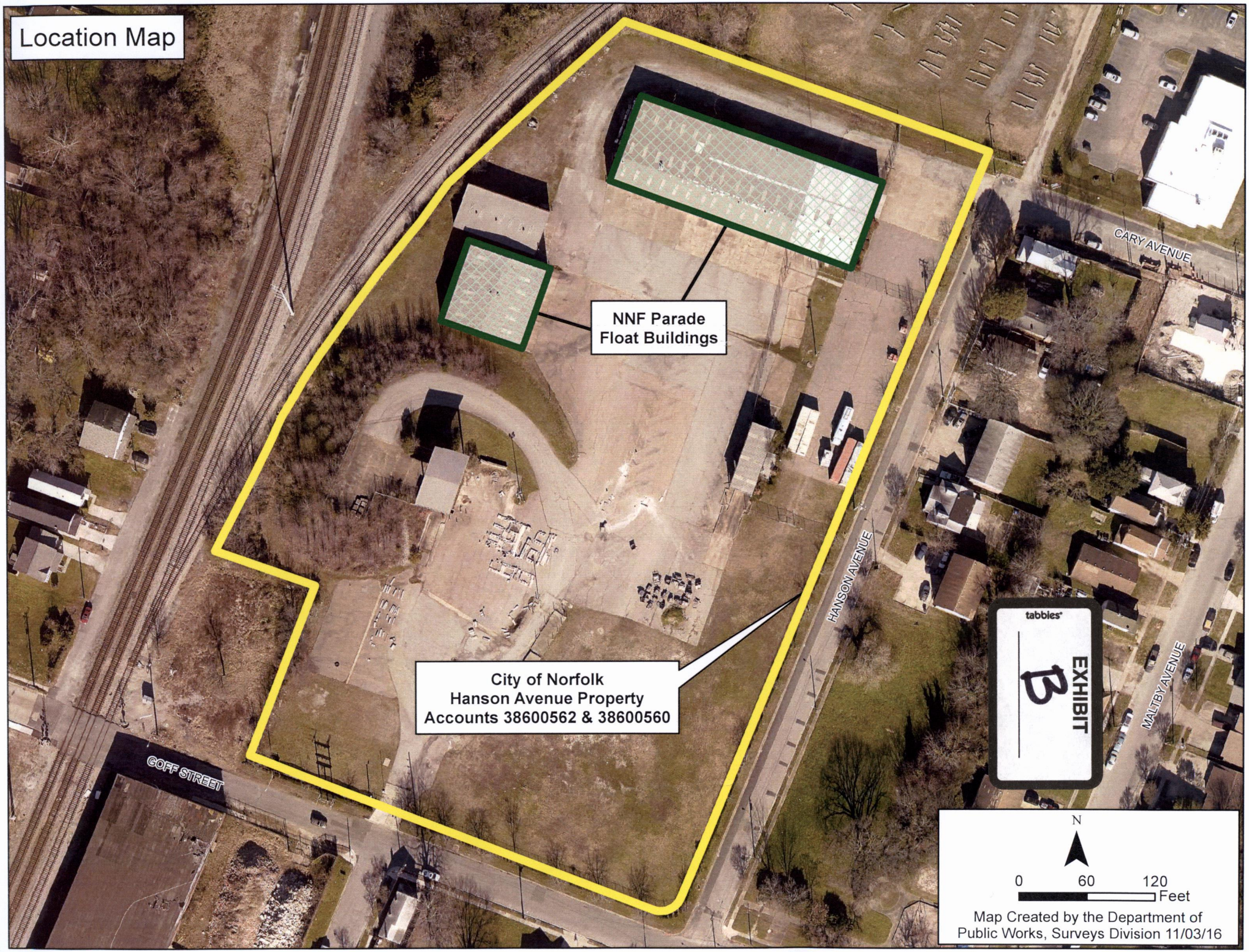

DUNBAR STREET
BOLTON STREET
TIDEWATER DRIVE
GOFF STREET
CARY AVENUE
BOLTON STREET
COURTNEY AVENUE
HANSON AVENUE
MALTBY AVENUE
GOFF STREET
E PRINCESS ANNE ROAD
COOKE AVENUE
RESERVOIR AVENUE
402 Fee

EXHIBIT A


Location Map
NNF Parade
Float Buildings
City of Norfolk
Hanson Avenue Property
Accounts 38600562 & 38600560
CARY AVENUE
HANSON AVENUE
MALTBY AVENUE
GOFF STREET
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Map Created by the Department of
Public Works, Surveys Division 11/03/16

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

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

Subject: Amendment to Encroachment Agreement with Mega J Properties for Outdoor Dining at 1421 Colley Avenue

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-7**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Mega J Properties, LLC
144 W. Belvedere Road 23505
Norfolk, VA 23505

III. **Description:**
This agenda item is an ordinance to approve an amendment to the encroachment agreement with Mega J Properties, LLC ("Mega J") regarding Mega J's encroachment into the right-of-way at 1421 Colley Avenue with a re-measured and confirmed outdoor dining area of approximately 629 square feet.

IV. **Analysis:**
This amendment revises the current encroachment agreement in order to correct the actual encroachment area as being 629 square feet, includes Mega J as a party to the agreement, and reflects the tenant, DLC, LLC is now doing business as Red Dog Saloon. An outdated operating name was included in the current agreement (DLC, LLC formerly t/a The Max); and the property owner was not referenced.

V. **Financial Impact:**
The original encroachment fee charged will be corrected to accurately reflect the appropriate fee for this use of space.

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

Current Encroachment Fee (Charged to DLC, LLC, formerly operating as The Max)	Current Annual Rent: $2,322.00 ($193.50 – paid monthly)
Revised Encroachment Fee (Mega J, the property owner)	Corrected Annual Rent: $3,774.00 ($314.50 – to be paid monthly)
Liability insurance (Mega J, the property owner)	The city has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the city

VI. Environmental:

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification:

Public notification for this agenda item was conducted through the City 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 – Office of Real Estate, the Department of Public Works and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Encroachment Agreement Amendment

Agenda Overview:
Amendment to Encroachment Agreement with Mega J Properties for Outdoor Dining at 1421 Colley Avenue, Norfolk, VA.

If approved, this agenda item will approve an amendment to the encroachment agreement with Mega J Properties, LLC regarding Mega J's encroachment into the right-of-way at 1421 Colley Avenue with a re-measured and confirmed outdoor dining area of approximately 629 square feet. Approval is recommended.

Please approve text for Agenda Overview:

☑ Approved

☐ Approved with changes

From Department Head to City Manager

- The purpose of this amendment is to include Mega J as a party to the agreement; to reflect Red Dog Saloon as DLC, LLC's current operating name, and to reflect the actual encroachment area as being 629 square feet. This square footage was confirmed by the City Surveyor in August 2016.
- The area used per the current encroachment agreement was 393.75 square feet; an outdated operating name was included in the agreement (DLC, LLC formerly t/a The Max); and the property owner was not referenced.
- Mega J has listed the City as an additional insured in the amount of $1,000,000 for its use of the encroachment area.
- Mega J will pay an annual rent of $3,774.00 ($314.50 – to be paid monthly) for the use of 629 square feet along Colley Avenue. This accounts for the actual measured area of the encroachment.
- The term of this encroachment is no longer than five (5) years and is revocable by Norfolk City Council.

10/7/2016 - wld

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO APPROVE THE TERMS AND CONDITIONS OF AN AMENDMENT TO THE CURRENT ENCROACHMENT AGREEMENT WITH D L C, L.L.C. SO AS TO INCLUDE MEGA J. PROPERTIES, LLC AS A PARTY TO THE AGREEMENT, TO REFLECT THAT D L C, L.L.C. IS NOW DOING BUSINESS AS RED DOG SALOON, TO CORRECT THE SIZE OF THE ENCROACHMENT AREA, AND TO REFLECT THE AMENDED ENCROACHMENT FEE.

- - -

WHEREAS, in accordance with that certain Ordinance #45,504, adopted on March 25, 2014, and that certain Encroachment Agreement, dated April 21, 2014 ("Agreement"), the City granted unto D L C, L.L.C. ("DLC"), trading as "The Max", the authority to encroach into the public right of way at 1421 Colley Avenue ("Property") for the purpose of outdoor dining; and

WHEREAS, DLC is no longer operating its business under the trade name "The Max", and is now doing business as "Red Dog Saloon"; and

WHEREAS, Mega J. Properties, LLC ("Mega") is the owner of the Property, that is leased to DLC, and which adjoins the desired encroachment area; and

WHEREAS, Mega was not included as the adjoining property owner in the Agreement; and

WHEREAS, Mega and DLC have requested that the terms and conditions of the Agreement be amended to include Mega as a party to the agreement, to reflect Red Dog Saloon as DLC's current operating name, to reflect the actual Encroachment Area as being 629 square feet, and to reflect the amended encroachment fee accordingly; now therefore,

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

Section 1:- That the terms and conditions of the Agreement are hereby amended to include Mega as a party to the Agreement; to reflect Red Dog Saloon as DLC's current operating name; and to correct the encroachment area to reflect the area as being 629 square feet, as shown on Exhibit A attached hereto; and to reflect the amended encroachment fee accordingly.

Section 2:- That the Amendment to the Encroachment Agreement ("Amendment"), a copy of which is attached hereto as Exhibit B, is hereby approved and the proper officers of the City are authorized to execute the Amendment and to do all things necessary and proper for its implementation.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Amendment as he may deem advisable consistent with the intent of the Council as expressed therein.

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

EXHIBIT A TO ORDINANCE

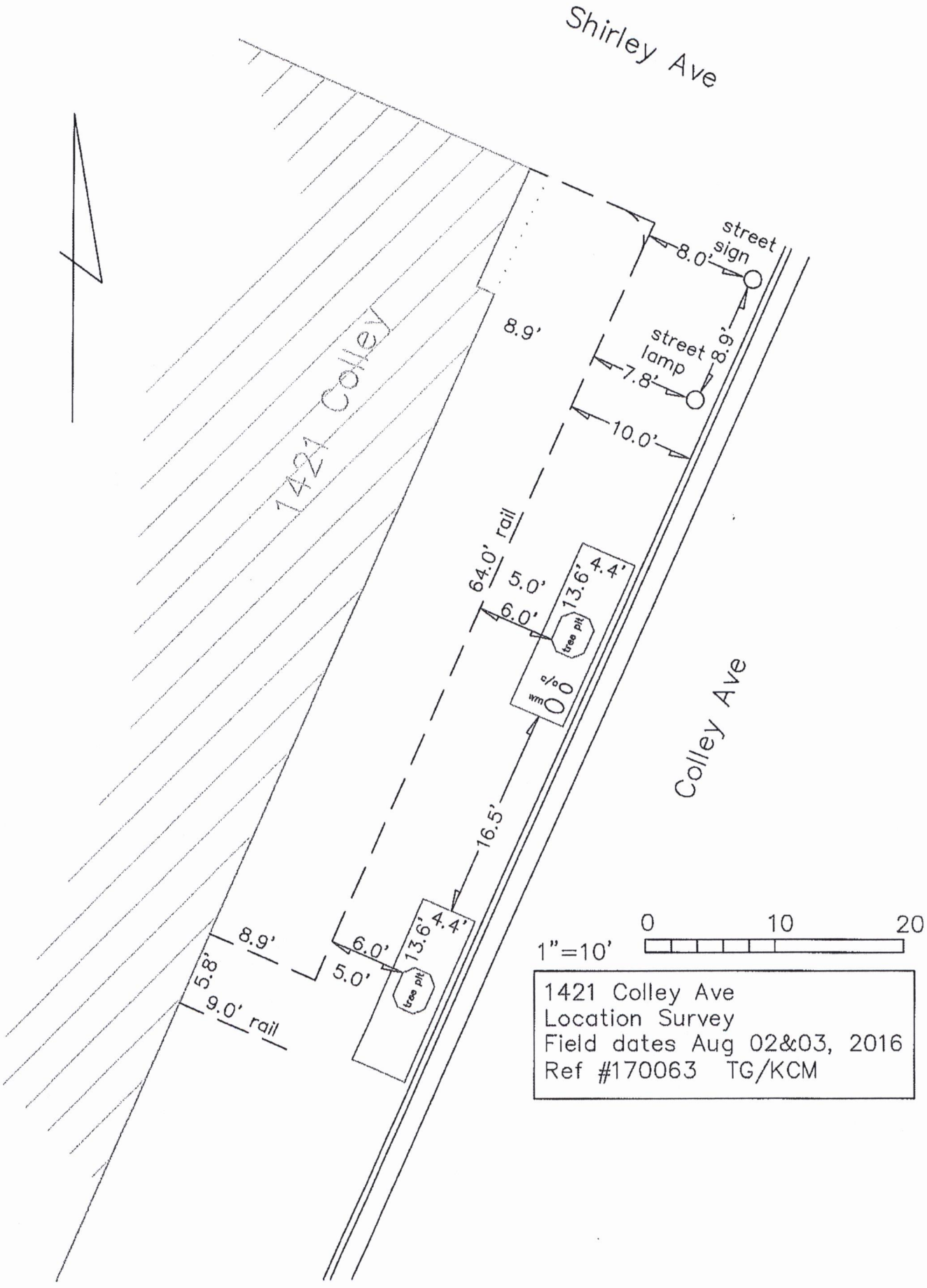

EXHIBIT B TO ORDINANCE

AMENDMENT TO ENCROACHMENT AGREEMENT
between
CITY OF NORFOLK
and
DLC, L.L.C. N/T/A RED DOG SALOON AND F/T/A THE MAX

THIS AMENDMENT is made this ____ day of _____, 2016 to the Encroachment Agreement ("Agreement") entered into on April 21, 2014, between the **CITY OF NORFOLK** ("City"), a municipal corporation of the Commonwealth of Virginia, and **D L C, L.L.C.,** ("DLC"), a Virginia limited liability company, now trading as "Red Dog Saloon".

WHEREAS, in accordance with that certain Ordinance #45,504, adopted on March 25, 2014, and that certain Agreement, dated April 21, 2014, the City granted unto DLC, then trading as "The Max", the authority to encroach into the public right of way at 1421 Colley Avenue ("Property") for the purpose of outdoor dining; and

WHEREAS, DLC is no longer operating its business under the trade name "The Max", and is now doing business as "Red Dog Saloon"; and

WHEREAS, Mega J. Properties, LLC ("Mega") is the owner of the Property that is leased to DLC, and which adjoins the desired encroachment area; and

WHEREAS, Mega was not included as the adjoining property owner in the Agreement; and

WHEREAS, Mega and DLC have requested, and the City has agreed, that the terms and conditions of the Agreement be amended to include Mega as a party to the Agreement, to reflect Red Dog Saloon as DLC's current operating name and to reflect the actual encroachment area as being 629 square feet; and

WHEREAS, as compensation for the privilege of encroaching into the right of way, Mega and DLC shall be jointly and severally responsible to pay the City an annual encroachment

fee ("Encroachment Fee") in the amount of Three Thousand Seven Hundred Seventy-Four Dollars and 0/100 ($3,774.00), based on an encroachment rate of $6.00 per square foot. Such Encroachment Fee shall be paid in month installments of Three Hundred Fourteen Dollars and 50/100 ($314.50) on or before the first day of each month, beginning with the first day of the month following the adoption of the ordinance granting the authority for said encroachment; now, therefore,

WITNESSETH:

That the City, Mega and DLC, in consideration of said Encroachment Area, agree that the terms and conditions of the Agreement are hereby amended as follows:

1. That Mega, as owner of the Property adjoining the Encroachment Area, is included as a party to the Agreement;
2. That DLC's current operating name is acknowledged to now be "Red Dog Saloon";
3. That the actual Encroachment Area is accurately described as being 629 square feet, as shown on Exhibit A attached hereto.
4. That the Encroachment Fee is amended to the increased amount of Three Thousand Seven Hundred Seventy-Four Dollars and 0/100 ($3,774.00) annually to be paid by Mega and DLC in monthly installments of Three Hundred Fourteen Dollars and 50/100 ($314.50) on or before the first day of each month, beginning with the first day of the month following the adoption of the ordinance granting the authority for said encroachment;
5. That all other terms and conditions of the Encroachment Agreement remain unchanged and remain in full force and effect; now, therefore,

IN WITNESS WHEREOF, the City, DLC and Mega have executed this amendment to the Agreement as of the day and year first above written.

D L C, L.L.C.

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

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

MEGA J PROPERTIES, LLC

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

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

CITY OF NORFOLK

By: _____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

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

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

_____
Notary Public
Registration: _____

Approved as to Contents:

_____
Director of General Services

Approved as to Form and Correctness

_____
Assistant City Attorney

C: Norfolk Commonwealth's Attorney's Office

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

From: Gregory D. Underwood
Norfolk Commonwealth's Attorney

Subject: Acceptance of a Victim Witness Program / New Initiative Grant Award from the Department of Criminal Justice Services

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-8

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Norfolk Commonwealth's Attorney's Office
800 E. City Hall Avenue
Norfolk, Virginia 23510

III. **Description:**
This agenda item is an ordinance to accept a Victim Witness Program/New Initiative Grant (the "grant") from the Virginia Department of Criminal Justice Services ("VDCJS"). The grant, in the amount of $100,000.00 ($80,000 from DCJS and a $20,000 in-kind match) is for the period beginning October 1, 2016 through September 30, 2017 and will provide salary, fringe benefits and operational expenses for one (1) Victim Witness Advocate. This new grant also provides startup costs for an opening a second Community Collaboration Center ("CCC") office in the City of Norfolk (the "City").

IV. **Analysis:**
The Norfolk Commonwealth's Attorney, would like to establish a satellite office that will provide services and referrals to crime victims in the City who are currently not receiving services and support to meet their needs. The staff would provide comprehensive services/referrals to victims who have not reported the crime or no suspect has been arrested. An emphasis will be placed on victims who have difficulty accessing services or may not know about their rights and/or available services. The objective would be to provide victims with services that: (1) immediately respond to their acute emotional/physical needs and (2) assist with managing practical problems created by the victimization. The new office would serve at least 100 victims in the first year.

V. Financial Impact

There is a $20,000 local matching requirement for this Grant. The match will be in the form of an in-kind match to be provided by the management services of the Assistant Commonwealth's Attorney and the Paralegal currently assigned to manage the current CCC located in the Berkley section of Norfolk.

VI. Environmental

N/A

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Commonwealth's Attorney's Office, the Office of Budget & Strategic Planning and the City Attorney's Office.

Supporting Material from the Norfolk Commonwealth's Attorney:

- Ordinance
- Grant Award

11/2/16 - bjl

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Commonwealth Attorney's Office

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

SPH 11/03/16

$ 100,000.00 — 2275-120-8109-9215
Account

Director of Finance — 11/3/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING A GRANT AWARD IN THE AMOUNT OF $100,000.00 FROM THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF CRIMINAL JUSTICE SERVICES, TO SUPPORT THE ESTABLISHMENT OF A NEW COMMUNITY COLLABORATION CENTER SATELLITE OFFICE IN NORFOLK FOR THE CRIME VICTIM ASSISTANCE PROGRAM AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF $80,000.00 IN GRANT FUNDS AND $20,000.00 IN A LOCAL IN-KIND MATCH BEING THE SERVICES OF AN ASSISTANT COMMONWEALTH'S ATTORNEY AND A PARALEGAL AT THE COMMUNITY COLLABORATION CENTER.

- - -

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

Section 1:- That a grant award in the amount of $100,000.00 from the Commonwealth of Virginia, Virginia Department of Criminal Justice Services, for the establishment of a Community Collaboration Center (CCC) Satellite Office for the Crime Victim Assistance Program is hereby accepted.

Section 2:- That $80,000.00 in grant funds are hereby appropriated and authorized to be expended for the Community Collaboration Center (CCC) Satellite Office for the Crime Victim Assistance Program, if and when the funds are made available by the Virginia Department of Criminal Justice Services.

Section 3:- That a local in-kind match of $20,000.00 for the Community Collaboration Center (CCC) Satellite Office for the Crime Victim Assistance Program is hereby appropriated and authorized to be expended for the CCC Satellite Office for the

Crime Victim Assistance Program being the services of an Assistant Commonwealth's Attorney and a Paralegal at the Community Collaboration Center.

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

COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Francine C. Ecker
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 786-8732

October 11, 2016

Mr. Marcus D. Jones
City Manager
City of Norfolk
810 Union Street, Ste 1101
Norfolk, VA 23510-8001

Title: Victim Witness Program/New Initiative

Dear Mr. Jones:

I am pleased to advise you that grant number **17-A4071VW15** for the above-referenced grant program has been approved for a total of $80,000.00 in Federal Funds and $20,000.00 in Local Agency Match for a total award of $100,000.00.

Enclosed you will find a Statement of Grant Award and a Statement of Grant Award Special Conditions. To indicate your acceptance of the award and conditions, please sign the award acceptance and return it to Janice Waddy, Grants Administrator, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as some require action on your part before we will disburse grant funds.

Also, enclosed are the Post Award Instructions and Reporting Requirements. Please refer to and read this information carefully as it contains details on processing financial and progress reports, as well as requesting awarded funds. ***Remember all financial and progress reports, budget amendment requests and request for funds must be processed through our online Grants Management Information System (GMIS).***

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please contact Dione Bassett at (804) 371-6507 or by email at Dione.bassett@dcjs.virginia.gov.

Sincerely,

Francine C. Ecker
Director

Enclosures

cc: The Hon. Gregory D. Underwood, Commonwealth's Attorney
Ms. Christine Garczynski, Director of Finance
Ms. Dione Bassett, DCJS Monitor

Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

Statement of Grant Award/Acceptance

Subgrantee: Norfolk City

Date: October 11, 2016

Grant Period:
From: 10/01/2016 **Through:** 09/30/2017

Grant Number: 17-A4071VW15

Project Director	Project Administrator	Finance Officer
The Hon. Gregory D. Underwood Commonwealth's Attorney City of Norfolk 800 E. City Hall Ave., Ste 600 Norfolk, VA 23510 **Phone:** (757) 664-4835 **Email:** gregory.underwood@norfolk.gov	Mr. Marcus D. Jones City Manager City of Norfolk 810 Union Street, Ste 1101 Norfolk, VA 23510-8001 **Phone:** (757) 664-4242 **Email:** marcus.jones@norfolk.gov	Ms. Christine Garczynski Director of Finance City of Norfolk 810 Union Street, Ste. 600 Norfolk, VA 23510-8004 **Phone:** (757) 664-4346 **Email:** christine.garczynski@norfolk.gov

Grant Award Budget

Budget Categories	DCJS Funds Federal	General	Special	Local	TOTALS
Travel	$1,955	$0	$0	$489	$2,444
Supplies/Other	$20,891	$0	$0	$5,223	$26,114
Personnel	$40,210	$0	$0	$10,052	$50,262
Indirect Cost	$0	$0	$0	$0	$0
Equipment	$16,944	$0	$0	$4,236	$21,180
Consultant	$0	$0	$0	$0	$0
Totals	$80,000	$0	$0	$20,000	$100,000

This grant is subject to all rules, regulations, and criteria included in the grant guidelines and the special conditions attached thereto.

Francine C. Ecker, Director

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this day of , 20 .

Signature:

Title: City Manager

STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

Department of Criminal Justice Services
1100 Bank Street
Richmond, Virginia 23219

For the Victim Witness Assistance Grant Program – Localities	
Subgrantee: Norfolk City	**Grant Number: 17-A4071VW15**
Federal Catalog Number: 16.575	
Title: Victim Witness Program/New Initiative	**Date: October 11, 2016**

The following conditions are attached to and made a part of this grant award:

1. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:

   - to use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
   - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
   - to comply with all terms, conditions and assurances either attached to this award or submitted with the grant application;
   - to comply with the "Victim/Witness Grant Program Fiscal Year 2017 and 2018 Program Guidelines and Application Procedures," dated February 8, 2016 and its Attachments. This includes compliance with Attachment 6-- "Final Program Guidelines, Victims of Crime Act, FFY 1997, Victim Assistance Program," and includes a requirement that subgrantees maintain daily time and attendance records. (See Section B,8).

2. The subgrantee agrees to submit, on or before scheduled due dates, such reports as requested by DCJS on required forms. This includes filing required reports using the Client Information Management System (CIMS) and the online Grants Management Information System (GMIS).

3. The subgrantee agrees that it and all its contractors will comply with the following federal civil rights laws as applicable:

   - Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d) and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
   - The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
   - Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
   - Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;
   - Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
   - The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
   - The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding for inherently religious activities (28 C.F.R. Part 38).
   - The Juvenile Justice and Delinquency Prevention Act of 1974, as amended, which prohibits discrimination in both employment and the delivery of services or benefits based on race, color, national origin, religion, and sex in JJDPA-funded programs or activities (42 U.S.C. § 5672(b)).
   - Section 1407 of the Victims of Crime Act (VOCA), as amended, which prohibits discrimination in both employment and the delivery of services or benefits on the basis of race, color, national origin, religion, sex, and disability in VOCA-funded programs or activities. (42 U.S.C. § 10604).

- The grantee agrees to meet the civil rights training requirements through viewing the online training modules offered through the Office on Civil Rights at http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm. The grantee must review these training modules at least once per grant cycle and must view the civil rights overview, standard assurances modules, and the module on the obligations to provide services to limited English proficient (LEP) individuals.

4. The Subgrantee agrees that none of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

5. The Subgrantee agrees that notwithstanding any other provisions of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat 1267; 5 U.S.C. App) and section 3145 of title 40, United States Code.

6. The Subgrantee will promptly refer to DOJs Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (1) submitted a false claim for grant funds under the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

7. The Subgrantee cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP. In addition, the grantee will provide OVC with a draft copy of the letter of special condition for approval within 15 days.

8. The subgrantee agrees that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

9. Grant funds, including state and local match, may be expended and/or obligated during the grant period. All legal obligations must be liquidated no later than 90 days after the end of the grant period. The grant recipient agrees to supply a final grant financial report and return all received and unexpended grant funds (exclusive of local match) to DCJS within 90 days after the end of the grant liquidation period.

10. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.

11. Subgrantee may follow their own established travel rates if they have an established travel policy. If subgrantee does not have an established policy, then they must adhere to state travel policy. The state allows reimbursement for actual reasonable expenses. Please refer to the following IRS website for the most current mileage rate: **http://www.irs.gov/taxpros/article/0,,id=156624,00.html**: Transportation costs for air and rail must be at coach rates.

12. Within 60 days of the starting date of the grant, the subgrantee must initiate the project funded. If not, the subgrantee must report to the DCJS, by letter, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the subgrantee must obtain approval in writing from the DCJS for a new implementation date or the DCJS may cancel and terminate the project and redistribute the funds.

13. **No amendment to the approved budget may be made without the prior approval of DCJS. No more than two (2) budget amendments will be permitted during the grant period. Budget amendments must be requested using the online Grants Management Information System, (GMIS), accompanied with a narrative. No budget amendments will be allowed after July 31, 2017.**

14. The subgrantee agrees to forward a copy to the DCJS of the scheduled audit of this grant award.

Statement of Grant Award Special Conditions (Continued)

Grant No: 17-A4071VW15

15. All purchases for goods and services must comply with the Virginia Public Procurement Act. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS. Permission to make sole source procurements must be obtained from DCJS in advance.

16. Acceptance of this grant award by the local government applicant constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accord with the local government's established employment and personnel policies; and assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.

17. Any delegation of responsibility for carrying out grant-funded activities to an office or department not a part of the local government must be pursuant to a written memorandum of understanding by which the implementing office or department agrees to comply with all applicable grant terms, conditions and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions and assurances of the grant award.

18. PROJECT INCOME: Any funds generated as a direct result of DCJS grant funded projects are deemed project income. Project income must be reported on forms provided by DCJS. The following are examples of project income: Service fees; Client fees; Usage or Rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).

19. The recipient is required to certify and ensure that all aspects of personnel management and employment practices will be conducted in accordance with their local unit of government or state agency procedures, promoting equal employment opportunity. For example, the recipient must advertise for positions, interview candidates, hire, supervise, discipline, and separate program personnel in accordance with their local unit of government or state agency procedures promoting equal employment opportunity. Additionally, grantees must promptly notify DCJS whenever grant funded positions are vacated and must notify DCJS when such positions are filled.

20. All new Computer Processing Units (CPU's) purchased with grant funds must be protected by anti-virus software, which must be updated, as necessary. Before purchasing new computer equipment, the recipient is strongly encouraged to consult DCJS' IT Contact Specialist at (804) 786-8475, regarding any questions about basic CIMS installation requirements and compatibility.

21. In accordance with VOCA guidelines, grant funds may support membership in no more than three appropriate organizations.

22. No more than 5% of grant funded staff hours may be devoted to the provision services to witnesses.

23. Costs, including staff time, associated with the preparation of subpoenas cannot be supported with grant funds.

24. Email and internet access funded through the grant must be for official program use only.

25. **Any non-federal cash awarded in excess of 20% of the total grant award shall not be considered match. These non-federal funds are the only DCJS grant funds which may support appropriate service coordination or other appropriate activities advancing the delivery of direct services which may not be supported with federal funds.**

    Coordination activities may include serving on state or local task forces, commissions, working groups, coalitions, and/or multi-disciplinary teams. Coordination efforts also include developing written agreements that contribute to better and more comprehensive services to crime victims.

26. When there is any personnel change in the program, the recipient agrees to submit the DCJS Program Change/ Update form available on the DCJS website at: http://www.dcjs.virginia.gov/forms/sectionForms.cfm?code=9&program=victims.

Statement of Grant Award Special Conditions (Continued)

Grant No: 17-A4071VW15

27. Subgrantee agrees that DCJS, the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFC) and its representatives shall be granted access to and the right to examine all records, books, paper or documents related to the VOCA grant.

28. Unless otherwise stated, Special Conditions listed in item 29 must be met by December 31, 2016. If they remain unmet after this date, then the subgrantee must report to the DCJS, by letter, the steps taken to achieve compliance, the reasons for non-compliance, and the expected date of compliance. DCJS may terminate grant funding based upon unexplained or unreasonable failure to substantially comply with special conditions within reasonable specified timeframes.

29. Prior to DCJS disbursing funds, the Subgrantee must comply with the following Special Conditions:

    a) Funds are awarded in the amount requested; however, additional justification is needed for training. Applicant must document the necessity and cost effectiveness of requested expenditures. Justification of these expenses must document that the items will provide or enhance direct services to crime victims.

    b) Please provide cooperative agreements with local: (edit/select) Domestic violence shelter, sexual assault crisis center, sheriff's office, police department, Commonwealth's attorney's office, probation.

COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Francine C. Ecker
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 786-8732

NOTICE

To: Grants Project Administrator

From: Janice Waddy, DCJS Grants Administrator

Re: Post Award Instructions and Reporting Requirements
PLEASE READ VERY CAREFULLY

❑ ***GRANT AWARD AND SPECIAL CONDITIONS***:
Please review your Award and Special Conditions very carefully. ***Pay attention to the last Special Condition listed. This Special Condition may require additional documentation from you before grant funds can be released.*** Sign and date the grant award acceptance and submit any Special Condition documentation by mail **or** email to:

Office of Grants Management
Attn: Janice Waddy, Manager
Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219
grantsmgmt@dcjs.virginia.gov

❑ ***REPORTING REQUIREMENTS***
By accepting the accompanying grant award, you are agreeing to submit online quarterly progress and financial reports for this grant throughout the grant period, as well as final reports to close the grant. **No eligible current recipient of funding will be considered for continuation funding if, as of the continuation application due date, any of the required Financial and Progress reports for the current grant are more than thirty (30) days overdue**. For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

Financial reports and ***progress reports**** are due no later than the close of business on the 12th working day after the end of the quarter (***except PAPIS Pre- and Post- Incarceration Services reports, which are due by the last working day of the end of the following month). Also, V-STOP progress reports are submitted on semi-annual basis 12th working day after 6/30 and 12/31 quarters.*** Reports are required even if no expenditures have occurred during the quarter. **Requests for Funds will not be honored from grant recipients who do not fulfill this reporting obligation.** A schedule of due dates is also attached for your reference.

❑ ***PROGRESS REPORTS FOR DCJS***

Refer to our website: **http://www.dcjs.virginia.gov/** for submitting progress reports through the online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Grant Statement of Award/Acceptance. You are required to use the online system to submit your progress reports. ***Paper copies of Progress Reports are no longer accepted.***

❑ ***PROGRESS REPORTS for VOCA Grantees***

Refer to the Office of Justice Programs website: **https://www.ojpsso.org/** for submitting progress reports through the Performance Measurement Tool (PMT) online. In order to use this web-based system, if you have not previously done so, you must obtain a user name and password from the VOCA Administrator. You are required to use this online system to submit your progress reports in addition to uploading the report to GMIS.

❑ ***FINANCIAL REPORTS***

Refer to our website for submitting financial reports through our online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Grant Statement of Award/Acceptance. The address is http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4. ***Paper copies of the financial reports are no longer accepted. You are required to use the online system in reporting your expenditures.***

❑ ***REQUESTING GRANT FUNDS***

Refer to our website for requesting funds through our online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Grant Statement of Award/Acceptance. *Please note you can access this system using the same password assigned for the online financial reporting system. The address is http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4. ***You are required to use the online system for requesting funds.***

❑ ***BUDGET AMENDMENTS***

Budgets can be amended in most DCJS grant programs with prior approval. Please review your Special Conditions carefully to determine the requirements and procedures for amending budgets. Refer to our website for the online Grants Management Information System.
*Please note again that you can access this system using the same password assigned for the online financial reporting system. This process can take up to (30) days for approval.
The address is **http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4.** ***Paper copies of the Budget Amendments are no longer accepted! You are required to use the online system for submitting budget amendments.***

If you have any questions, please contact Beverly Johnson at (804) 786-9055 or by e-mail at beverly.johnson@dcjs.virginia.gov.

PROJECTED DUE DATES
FINANCIAL & PROGRESS REPORTS

*Reports are due by the **12th working day** following the close of the period covered in the report.*

- ***Financial reports** are required quarterly, even if no expenditures have occurred.*

- ***Progress reports** are required as follows:*
  *Victim/Witness, SADVGP, VSDVVF, VOCA New Initiatives: **quarterly** (period ending 9/30, 12/31, 3/31, and 6/30).*
  *V-STOP: – **semi-annual** (period ending 6/30 and 12/31) **and CY annual** (due 1/31).*
  *SASP – **CY annual** (period ending 12/31).*

QUARTER ENDING	*DUE DATE*
9/30/2016	10/19/2016
12/31/2016	1/20/2017
3/31/2017	4/18/2017
6/30/2017	7/19/2017
9/30/2017	10/18/2017
12/31/2017	1/19/2018

Please contact the appropriate DCJS staff person if you need assistance with the following:

- Financial Reports and Requests for Funds - DCJS Fiscal Services Manager, Bill Dodd, at 804-371-0638 or bill.dodd@dcjs.virginia.gov
- GMIS – Complete and send an email to grantsweb@dcjs.virginia.gov citing the error message received, to request assistance from the GMIS Program Coordinator, DeAndrea Williams
- CIMS or VSDVVF Reporting Software – DCJS IT Contact Specialist at 804-786-8475
- Progress Reports and Other Requests – your assigned DCJS Grant Program Monitor

Grant Application

Department of Criminal Justice Services, 1100 Bank Street, Richmond, Virginia 23219 **ATTACHMENT 1**

Grant Program:	☑ VOCA New Initiative	Congressional District(s) 2	districts #'s 2 & 3
Applicant:	City of Norfolk	Faith Based Org:	☐ Yes ☑ No
Fed ID #	54-6001455	Best Practice	☐ Yes ☐ No
Jurisdiction(s) Served:	23501, 23502, 23503, 23504, 23505, 23506, 23507, 23508, 23509, 23510, 23511, 23513, 23514, 23517, 23518, 23523, 23541, 23551		
Program Title/Sponsor:	Norfolk Commonwealth's Attorney's Office Community Collaboration Center (CCC) Expansion	CCPC	☐ Yes ☑ No
Grant Period:	☐ 10/1/16 -9/30/17 ☑ 1/1/17 - 12/31/17	**DUNS Number**	9 digit # 074740069
Type of Application:	☑ New	☐ Rural	
	☐ Continuation of Grant #	☑ Urban	
		☐ Suburban	

	Project Director	Project Administrator	Finance Officer
Name:	The Hon. Gregory D. Underwood	Mr. Marcus D. Jones	Ms. Christine Garczynski
Title:	Commonwealth's Attorney	City Manager	Finance Director
Address:	City of Norfolk	City of Norfolk	City of Norfolk
	800 E. City Hall Avenue, Suite 600	810 Union Street, Suite 1101	810 Union Street, Suite 600
	Norfolk, VA 23510	Norfolk, VA 23510	Norfolk, VA 23510
Phone:	(757) 664-4835	(757) 664-4242	(757) 664-4346
Fax:	(757) 664-4445	(757) 664-4239	(757) 664-4110
E-mail:	gregory.underwood@norfolk.gov	marcus.jones@norfolk.gov	Christine.garczynski@norfolk.gov

Sign: [signature] for Marcus Jones

Brief Project Description:

The Norfolk Commonwealth's Attorney, would like to establish a satellite office that will provide services and referrals to crime victims in the City of Norfolk who are currently not receiving services and support to meet their needs. The staff would provide comprehensive services/referrals to victims who have not reported the crime or no suspect has been arrested. An emphasis will be placed on victims who have difficulty accessing services or may not know about their rights and/or available services. The objective would be to provide victims with services that: (1) immediately respond to their acute emotional/physical needs and (2) assist with managing practical problems created by the victimization. The new office would serve at least 100 victims in the first

Section A. Project Budget Summary	**DCJS Funds**		**Total**
	Federal 80%	OTHER 20%	
Personnel	$40,209.60	$10,052.40	**$50,262.00**
Consultants	0.00	0.00	**$0.00**
Travel/Subsistence	$1,955.20	$488.80	**$2,444.00**
Equipment	$16,944.00	$4,236.00	**$21,180.00**
Indirect Costs	$0.00	$0.00	**$0.00**
Supplies/Other Operating Expenses	$20,891.20	$5,222.80	**$26,114.00**
Totals:	**$80,000.00**	**$20,000.00**	**$100,000.00**

Grand Total: $ $100,000

Enter descriptive information in BLUE fields (What is the expense?) **(Example data and descriptions below should be deleted).**

Enter REQUESTED funds/values in GREEN cells. (Green Cells REQUIRE a value in order to calculate. **Delete example data..**

Provide Non-Grant Funding Information in YELLOW cells at bottom. **Delete example data.**

Fiscal Year	FY 17				
Enter Project Location, e.g. Henrico Co.	Norfolk City				
Enter Project Title Here, e.g Henrico Co. VW:	Community Collaboration Center Expansion				
Current Grant # (if applicable):	NA				
ESTIMATE % or Requested Grant Funds Supporting:	DV	18	SA	16	
	Child Victims	16	Other/Under-Serv	50	100 ok

B. Budget Category Itemization	1. Personnel/Employees			DCJS FUNDS -		
a. Names of Employees	Position Titles	Grant Funded Annual Salary Requested	Hours Devoted	FEDERAL 80%	OTHER 20%	TOTAL REQUEST
New Advocate Not Yet Hired. The new Advocate will be a full time employee paid $36000 per year.	Advocate	36000	2080	$28,800.00	$7,200.00	$36,000.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
			Total:	$28,800.00	$7,200.00	$36,000.00

1b. Fringe Benefits	%	Salary	Total Cost			
FICA % =	0.0765	36000	$2,754.00	$2,203.20	$550.80	$2,754.00
Retirement	0.15	36000	$5,400.00	$4,320.00	$1,080.00	$5,400.00
Group Life Ins.	0.003	36000	$108.00	$86.40	$21.60	$108.00
Other (Itemize)= Health Insurance, Employee Only, Employer Portion		500 per Month	6000	$4,800.00	$1,200.00	$6,000.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
			Total:	$11,409.60	$2,852.40	$14,262.00

TOTAL PERSONNEL (a+b):	$40,209.60	$10,052.40	$50,262.00

				DCJS		
2. Consultants NA				FEDERAL 80%	OTHER 20%	TOTAL REQUEST
a. Individual Consultants	Type:	Cost Pr. Hr.	Tot. Hrs			
				0	0	0
				0	0	0
			Total:	$0.00	$0.00	$0.00
b. Organizations & Associations Fee and Time Devoted			Tot. Cost			
				0	0	0
				0	0	0
			Total:	$0.00	$0.00	$0.00
c. Consultants' Subsistence and Travel		# Days	Daily Rate			
				0	0	0
				0	0	0
			Total:	$0.00	$0.00	$0.00
			TOTAL CONSULTANTS (a+b+c)	$0.00	$0.00	$0.00
3. Travel and Subsistence for Project Personnel						
a. Local Mileage 500 x .54 per mile =			$270.00	$216.00	$54.00	$270.00
b. Non-local Miles 600 x .54 per mile =			$324.00	$259.20	$64.80	$324.00
c. Subsistence 5 days x 230 per day =			$1,150.00	$920.00	$230.00	$1,150.00
d. Air or other fares 1 National Trng Event 700 =			$700.00	$560.00	$140.00	$700.00
			Total Travel:	$1,955.20	$488.80	$2,444.00
4. Equipment				DCJS FUNDS		
Type	Quantity	Unit Price	Total Cost	FEDERAL 80%	OTHER 20%	TOTAL
Furniture which will include 2 desks, 2 chairs, 12 reception chairs, 2 reception tables, 2 file cabinets - One Time Startup Cost	1	8000	$8,000.00	$6,400.00	$1,600.00	$8,000.00
Computers - 2 desktop Computers - One Time Startup Cost	2	1000	$2,000.00	$1,600.00	$400.00	$2,000.00
Printer/Copier/Fax Machine - One Time Startup Cost	1	500	$500.00	$400.00	$100.00	$500.00
City Phone Lines and Computer Network Support $225 per month	24	225	$5,400.00	$4,320.00	$1,080.00	$5,400.00
Internet Access Cox Cable $65 per month	12	65	$780.00	$624.00	$156.00	$780.00
Router, Modem - One Time Startup Cost	1	500	$500.00	$400.00	$100.00	$500.00
Wall Buildout for Defining Office Space in Store Front Rental Property - One Time Startup Cost	1	4000	$4,000.00	$3,200.00	$800.00	$4,000.00
			Total Equipment:	$16,944.00	$4,236.00	$21,180.00

5. Supplies and Other Expenses					
Type	Quantity	Unit Price			
Office Supplies: Paper, Ink, File Folders, Staplers, Tape Dispenser, 3 Hole Punch, Scissers, Pens, Pencils	1	$300.00	$240.00	$60.00	$300.00
Community Outreach Event	1	$5,000.00	$4,000.00	$1,000.00	$5,000.00
Registration for National Training	1	$750.00	$600.00	$150.00	$750.00
Registration for Local Training	1	$250.00	$200.00	$50.00	$250.00
TV and Radio Advertising to promote a new service at a new location - One Time Startup Cost	1	$13,000.00	$10,400.00	$2,600.00	$13,000.00
Sign for New Location - One Time Startup Cost	1	$2,000.00	$1,600.00	$400.00	$2,000.00
Safety Restoration (Boarding Windows, Changing Locks)	1	$3,314.00	$2,651.20	$662.80	$3,314.00
Translation Services on an as-needed basis (Approximately 30 Hours. We have a growing Immigrant population.)	30	$50.00	$1,200.00	$300.00	$1,500.00
			$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00
		Total Supplies and Other:	$20,891.20	$5,222.80	$26,114.00
6. Indirect Costs					
			$0.00	$0.00	$0.00
		Total Indirect Cost:	$0.00	$0.00	$0.00
GRAND TOTAL:			$80,000.00	$20,000.00	$100,000.00

*7. **REQUIRED TO DEMONSTRATE NON-SUPPLANTATION** - Cash funds/Value of in-Kind from sources other than grant supporting this project - (itemize). (Not added to Project Budget Summary accounts.)*	Non-Grant Funds Budgeted for FY as of 1/1/16	Non-Grant Funds Now Budgeted	
Local Funds: 16% of Salary of Krista Fulton, CCC Director, and Marlene Bright, CCC Paralegal	$21,212.00	$21,212.00	
Other Federal Funds	$0.00	$0.00	
Other Non-Federal Funds	$0.00	$0.00	
	$0.00	$0.00	
	$0.00	$0.00	
TOTAL:	$21,212.00	$21,212.00	OK

# Grant funded FTE's requested	1.0	# Victims to be served annually with requested grant funds	100
Current # Non-Grant funded victim assistance FTE's	0.4	# Victims not served this calendar year due to lack of funding/capacity.	0
Annual # volunteer hours expected to support grant funded project	500.0	# Victims served this calendar year without requested funds, if any.	40
(2080 hrs. = 1 FTE)			
Project Contact person	Betsy Powell/Krista Fulton		
Phone	757-664-4808/757-823-4333		
Email	elizabeth.powell@norfolk.gov/krista.fulton@norfolk.gov		

FY2017: Budget Narrative and Itemization

The City of Norfolk, on behalf of the Norfolk Commonwealth's Attorney Office, is applying for funds to establish a satellite office that will provide services and service referrals to crime victims in the City of Norfolk (or other jurisdictions, including federal) who are currently not receiving services and support to adequately meet their needs after victimization. Specifically, the new office location would have a primary goal of providing comprehensive services or service referrals, through properly trained staff that are easily accessible, to victims who have not reported their victimization or have reported but no suspect has been arrested for the crime. An emphasis will be placed on victims who have difficulty accessing services or may not know about their rights and/or available services. The two main objectives of the staff would be: (1) to ensure services to victims that immediately responds to their acute emotional and physical needs. (2) to ensure services to victims that assists with managing practical problems created by the victimization. The new office would hope to serve at least 100 victims in the first year of operation.

1. **Personnel** –

   A. New Advocate To Be Determined: The Satellite Office would be staffed full time (2080 Hours / year) by a properly trained and experienced Victim/Witness Advocate who will be paid $36,000 per year. This is a new position being created due to the need to expand the Community Collaboration Center from one location in the Berkley Section of South

Norfolk to a second location located in the center of one of Norfolk's main shopping districts with plenty of free parking and easily accessible by the regional bus line. The ideal candidate will have a Bachelor's Degree in a related field and 6 month's experience or an equivalent combination of education and experience.

B. Fringe Benefits: The proposed fringe benefits are in accordance with federal, state, and local guidelines. Fica/Medicare Tax will equal 7.65% of Gross wages, or $36,000 x .0765 = $2,754. All Grant Employees are eligible for Health Insurance which is subsidized at the rate of $500 per month, or $6,000 annually, for Employee Only coverage. The City of Norfolk mandates through its city ordinances that all employees working under a Special Revenue Account are supplied with retirement benefits and fully paid Term Life Insurance after they have been employed for two (2) years. The new Community Collaboration Center Expansion Advocate may already have 2 years' experience working with the Norfolk Commonwealth's Attorney's Victim Witness Program, so we are requesting funds to cover both Retirement at 15% of Salary per year (36,000 x .15 = $5,400) and Group Term Life Insurance at 3% of Salary ($36,000 x .03 = $108).

Total Personnel Costs is equal to $50,262 per year.

These Personnel expenses are allowable under VOCA guidelines, necessary, reasonable, and appropriate because the Advocate will provide Direct Services in accordance with the Victims of Crime "Final Program Guidelines, Victims of

Crime Act FFY1997 Victim Assistance Program" Paragraph E, 1g. Personnel Costs: Staff Salaries & Fringe Benefits.

2. **Consultants** – **N/A**

3. **Travel and Subsistence for Project Personnel**– The Community Collaboration Center Expansion project is requesting

a. Local Mileage of $270 to go to local training and to drive to about 200 local community events annually that the Victim/Witness Advocate at the Community Collaboration Center regularly participates in. Paragraph E, 1e. Costs Necessary to Provide Direct Services.

b. Non-local Mileage of $324 is requested to pay for travel to statewide training sessions, often held in Williamsburg and the Richmond, VA area. Paragraph E, 2c. Training Related Travel.

c. Subsistence of $1,150 is requested to pay for up to 5 days of travel to training at a cost of $230 per day to pay for hotel rooms up to $200 per day and $30 per day per diem. Paragraph E, 1g. Personnel Costs and Paragraph E, 2c. Training Related Travel.

d. Airfare of $700 is requested to send the new advocate to one national training. 1 plane ticket at $700 each. Paragraph E, 2c. Training Related Travel.

Total Travel and Subsistence for Project Personnel $2,444.

These Travel and Subsistence expenses for Project Personnel are allowable under VOCA guidelines, necessary, reasonable, and appropriate because the Advocate will provide Direct Services in accordance with the Victims of Crime "Final Program Guidelines, Victims of Crime Act FFY1997 Victim Assistance Program" Paragraphs E, 1c, 1g, and 2c. Personnel Costs: Staff Salaries & Fringe Benefits, and Training Related Travel.

4. Equipment– The Community Collaboration Center Expansion is requesting

a. Furniture for the new office that will be located in a central location, preferably in a shopping area, will include 2 desks/cubicles with returns and shelves @ 1500 ea, 2 desk chairs @ $300 ea., 12 reception chairs @ 200 ea, 2 reception tables @ $500 each and 2 file cabinets @ $500 ea. It is expected that the furniture will not cost more than $8,000. This is a one-time cost of opening a new office. Paragraph E, 2d, Equipment and Furniture.

b. Two (2) Desktop Computers; one for the full-time advocate and one for the paralegal or the attorney/director to use when they are in the office. 2 computers @ $1,000 ea = $2,000. This is a one-time expense of opening a new office. Paragraph E, 2d, Equipment and Furniture.

c. One (1) printer/copier/fax machine is estimated to cost $500. This is a one-time expense of opening a new office. Paragraph E, 2d, Equipment and Furniture.

d. Two (2) City Phone Lines and Computer Network Access @ 225 per month = 2 x 225 x 12 = $5,400 per year. Paragraph E, 1e, Costs Necessary and Essential to providing Direct Services.

e. Internet Access Cox Cable at $65 per month = 12 x $65 = $780. Paragraph E, 1e, Costs Necessary and Essential to providing Direct Services.

f. Router and Modem purchase is estimated to cost $500. Paragraph E, 2d, Equipment and Furniture.

g. A wall build out will be needed to convert a retail sales area to an office area. The estimated cost is $4,000. The retail space for 12 months will be donated to the project. This is a one-time expense of opening a new office. Paragraph E, 2d, Equipment and Furniture.

Total Equipment	$21,180

These Equipment expenses for Project Personnel are allowable under VOCA guidelines, necessary, reasonable, and appropriate because the Advocate will provide Direct Services in accordance with the Victims of Crime "Final Program Guidelines, Victims of Crime Act FFY1997 Victim Assistance Program" Paragraphs E, 1e and 2d. Costs Necessary and Essential to Providing Direct Services and Equipment and Furniture.

5. Supplies and Other Expenses –

a. Registration for National Training for Advocate: $750.

Paragraph E, 1g. Personnel Costs and Paragraph E, 2c. Training Related Travel.

b. Registration for Local Training for Advocate: $250.

Paragraph E, 1g. Personnel Costs and Paragraph E, 2c. Training Related Travel.

c. FY17 Community Outreach Event: $5,000.

Paragraph E, 2k. Public Presentations.

d. Signage for CCC Expansion Office $2,000.

Paragraph E, 2k. Public Presentations.

e. Radio and TV Advertising for New Service Center $13,000.

Paragraph E, 2k. Public Presentations.

f. Office Supplies: Paper & Ink for Printer, Scissors, Stapler, Pens, Pencils, Hanging File Folders and Manila

Folders, Scotch Tape Dispenser, 3 Hole Punch $300.

Paragraph E, 2h. Operating Costs.

g. Safety Restoration for Victims (Boarding Windows, Changing Locks.) $3,314

Paragraph E, a. Immediate Health and Safety.

h. Translation Services for those who do not speak English. Norfolk's immigrant population has expanded greatly in the past few years. It is estimated that we will need at least 30 hours of translation services at $50 per hour. $1.500

Paragraph E, a. Immediate Health and Safety.

Total Supplies and Other Expenses $26,114

These Supplies and Other Expenses for Project Personnel are allowable under VOCA guidelines, necessary, reasonable, and appropriate because the Advocate will provide Direct Services in accordance with the Victims of Crime "Final Program Guidelines, Victims of Crime Act FFY1997 Victim Assistance Program" Paragraphs E: 1g, 2c, 2k, 2h and a. Personnel Costs and Training Related Travel, Public Presentations, Operating Costs, and Immediate Health and Safety.

6. Indirect Costs – N/A

Total Cost of Community Collaboration Center Expansion = $100,000

7. Cash Funds from Other Sources – Krista Fulton, Asst Commonwealth's Attorney III and Community Collaboration Center Director and Marlene Bright, Paralegal for the Community Collaboration Center, are both paid by the State Compensation Board and the City of Norfolk. Their combined Gross Salary is $132,577. Each person expects to spend at least 16% of their time working at the Community Collaboration Center Expansion site for a total of 666 hours. It is estimated that the value of their time will equal at least $21,180.00

City of NORFOLK

C: Dir., Department of Development

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

From: Charles E. Rigney, Sr.,
Director of Development

Subject: An ordinance authorizing revisions to the terms of a cooperation agreement between the City of Norfolk and the Economic Development Authority of the City of Norfolk

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

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-9**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Economic Development Authority of the City of Norfolk

III. **Description:**
This agenda item is an ordinance to amend the terms of a previously adopted cooperation agreement authorizing a Revenue Sharing Performance Agreement ("RSPA") with the Economic Development Authority (the "EDA") for the development of IKEA Norfolk.

IV. **Analysis**
RSPAs are used to provide an incentive to development projects predicted to bring in new revenue to the city. RSPAs enable growth of the city's tax base while creating new employment opportunities and meet the growing needs of the residents. Projects selected for revenue sharing must achieve significant, direct, and measurable benefits. Such projects generate new tax revenue that would not have existed otherwise. These agreements are structured to protect the city from risk. No payment is made until the revenue is received and the project meets performance targets. The annual payment is wholly dependent on the project's performance.

This ordinance to amend the existing agreement adds $500,000, bringing the total to $5.5 million as the city's contribution to be paid out by the EDA. The additional funds will offset unanticipated development costs incurred by IKEA related to infrastructure improvements. As part of the construction, IKEA will elevate the site to allow for underground storm water retention and add structured parking. IKEA will also install a rooftop solar array on the building. These development items, along with providing a 25 foot buffer around Lake Wright

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

results in unplanned construction costs. IKEA's contribution to the project is anticipated to be $75,000,000.

V. Financial Impact

- Up to $5,500,000 to help offset infrastructure related costs of the development site and induce a national retailer to locate on the property.
- All of the funding is to be paid in arrears based on the taxes generated at the store through a revenue sharing performance agreement.
- The project is estimated to be a $75,000,000 investment and will generate at least $2,500,000 in direct city tax revenues.
- The project will create approximately 250 full time jobs and nearly 500 construction jobs.

VI. Environmental

N/A

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the Department of Development:

- Ordinance
- Cooperation Agreement

11/2/2016MR

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
Department of Development

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING REVISIONS TO THE TERMS OF A COOPERATION AGREEMENT BETWEEN THE CITY OF NORFOLK AND THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK.

– – –

WHEREAS, the City has entered into that certain Agreement of Sale, dated July 28, 2016, with Ikea Property, Inc. (the "Purchaser") for the sale of property located at 6000 Northampton Boulevard in the City of Norfolk (the "Property");

WHEREAS, the Agreement of Sale provides for the purchase and development of the Property for an approximately 350,000 square foot Ikea retail store;

WHEREAS, development of and the ongoing use of the Property by the Purchaser as an Ikea retail store constitutes a significant economic development opportunity for the City and a positive factor in achieving the economic development objectives of the City and is worthy of inducement;

WHEREAS, as inducement for the Purchaser to enter into the Agreement of Sale and to construct, to equip, and to operate the Property as an Ikea retail store, on June 28, 2016, the City Council of the City of Norfolk adopted Ordinance No. 46,460,

authorizing the City Manager to enter into a Cooperation Agreement with the Authority wherein, subject to future appropriations, the City agreed to fund certain obligations of the Authority up to the maximum amount of Five Million and 00/100 Dollars ($5,000,000.00) to be incurred pursuant to a grant agreement between the Authority and the Purchaser;

WHEREAS, as further inducement for the Purchaser to purchase the Property pursuant to the terms of the Agreement of Sale and to construct, to equip and to operate the Property as an Ikea retail store, the City desires to increase its funding to the Authority by Five Hundred Thousand and 00/100 Dollars ($500,000.00), which additional amount is to be incurred by the Authority pursuant to the proposed grant agreement as a result of unanticipated development costs to be incurred by the Purchaser, by authorizing a revision to the Cooperation Agreement reflecting an increase in the maximum grant amount to Five Million Five Hundred Thousand and 00/100 Dollars ($5,500,000.00); now, therefore

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

Section 1:- That the City Manager is authorized to correct, amend, or revise the Cooperation Agreement as he deems necessary in order to increase the maximum amount to be funded thereby to Five Million Five Hundred Thousand and 00/100 Dollars ($5,500,000.00).

Section 2:- That at the closing of the sale of the Property, the City Manager is authorized to enter into the Cooperation Agreement, as corrected, amended, or revised in accordance herewith.

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

6/14/2016mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
Department of Development

NORFOLK, VIRGINIA

ORDINANCE No. 46,460

R-1

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATION AGREEMENT WITH THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK.

- - -

WHEREAS, the City of Norfolk and the Economic Development Authority of the City of Norfolk (the "Authority") are vitally concerned with the attraction and retention of new businesses;

WHEREAS, the City is presently negotiating the sale of property located at 6000 Northampton Boulevard in the City of Norfolk (the "Property") and has presented a proposed Agreement of Sale to the City Council of the City of Norfolk for its approval;

WHEREAS, the proposed Agreement of Sale provides for the purchase and development of the Property for the Proposed Retail Use, as such term is defined in the Agreement of Sale, of an approximately 350,000 square foot retail store with an exclusive parking field of at least 1,200 spaces on the Property;

WHEREAS, development of the Property for Grantee's Proposed Retail Use and the ongoing use of the Property by

Grantee for the Proposed Retail Use have been found by both the Directors of the Authority and the City Council of the City to constitute a significant economic development opportunity for the City, a positive factor in achieving the economic development objectives of the City, and worthy of inducement;

WHEREAS, as inducement for the buyer to enter into the Agreement of Sale and to construct, equip and operate the Property for the Proposed Retail Use, the Authority and the City have determined that it is advisable to enter into a Cooperation Agreement, in the form attached hereto as Exhibit A, wherein the City and the Authority agree to the terms and conditions upon which the Authority will make certain payments to the buyer of the Property up to the maximum grant amount of Five Million and 00/100 Dollars ($5,000,000.00);

WHEREAS, Section 15.2-4905 (12) of the Code authorizes the Authority:

> to accept contributions, grants and other financial assistance from . . . the Commonwealth, or any political subdivision, agency, or public instrumentality of the Commonwealth, for or in aid of the construction, acquisition, ownership, maintenance or repair of the authority facilities, . . . or in order to make loans in furtherance of the purposes of this chapter of such money, contributions, grants, and

other financial assistance, and to this end the authority shall have the power to comply with such conditions and to execute such agreements . . . as may be necessary, convenient or desirable and to agree to such terms and conditions as may be imposed;

WHEREAS, Section 15.2-4901 of the Code concludes with the statement that "This chapter shall be liberally construed in conformity with these intentions," evidencing the legislative intent that all aspects of Title 15.2, Chapter 49 be broadly interpreted in order to promote and facilitate economic development in the Commonwealth and its localities; now, therefore

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

Section 1:- That the City Manager is authorized to enter into the Cooperation Agreement attached hereto.

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

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

Adopted by Council June 28, 2016
Effective July 29, 2016

TRUE COPY
TESTE:

_____
R. BRECKENRIDGE DAUGHTREY, CITY CLERK

BY: _____
DEPUTY CITY CLERK

COOPERATION AGREEMENT
(City of Norfolk - EDA)

THIS COOPERATION AGREEMENT ("Cooperation Agreement") is made and entered into as of the ____ day of _____, 20__, by and between the **CITY OF NORFOLK, VIRGINIA,** a municipal corporation of the Commonwealth of Virginia (the "City") and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK,** a duly organized and existing body corporate and politic constituting a political subdivision of the Commonwealth of Virginia (the "Authority").

RECITALS

WHEREAS, the Authority is duly established and its existence was validated pursuant to the Virginia Industrial Development and Revenue Bond Act (the "Act"), Chapter 49, Title 15.2 of the Code of Virginia of 1950, as amended (the "Code");

WHEREAS, the Authority is empowered under the Act to cooperate with the City in actions taken for the purpose of promoting economic development and the commerce, safety, health, welfare, convenience or prosperity of citizens of Virginia within the Authority's area of operation (which in the Authority's case is coextensive with the territorial boundaries of the City);

WHEREAS, the City and the Authority are vitally concerned with the attraction and retention of new businesses;

WHEREAS, the City and SF Cary Holding, LLC (the "Grantee") have entered that certain Agreement of Sale, dated as of _____, 2016 for property located at 6000 Northampton Boulevard in the City of Norfolk (the "Purchase Agreement");

WHEREAS, the Agreement of Sale provides for the purchase and development by Grantee for Grantee's Proposed Retail Use, as such term is defined in the Agreement of Sale, of an approximately 350,000 square foot retail store with an exclusive parking field of at least 1,200 spaces on the property known as "Lake Wright East" located at 6000 Northampton Boulevard in the City of Norfolk (the "Property:");

WHEREAS, development of the Property for Grantee's Proposed Retail Use and the ongoing use of the Property by Grantee for the Proposed Retail Use have been found by both the Directors of the Authority and the City Council of the City to constitute a significant economic development opportunity for the City, a positive factor in achieving the economic development objectives of the City, and worthy of inducement, as set forth in the resolutions adopted by the Authority and actions taken by the City Council approving the terms herein;

WHEREAS, as inducement for the Grantee to enter into the Agreement of Sale and to construct, equip and operate the Property for the Proposed Retail Use, the Authority and the City have determined that it is advisable for the Authority to enter into a Grant Agreement, in the form attached to the Agreement of Sale as Exhibit D and attached hereto as Exhibit A, wherein the Authority agrees to make certain payments to Grantee up to the maximum grant amount of Five Million and 00/100 Dollars ($5,000,000.00) upon the terms and conditions set forth in the Grant Agreement;

WHEREAS, Section 15.2-4905 (12) of the Code authorizes the Authority:

> to accept contributions, grants and other financial assistance from . . . the Commonwealth, or any political subdivision, agency, or public instrumentality of the Commonwealth, for or in aid of the construction, acquisition, ownership, maintenance or repair of the authority facilities, . . . or in order to make loans in furtherance of the purposes of this chapter of such money, contributions, grants, and other financial assistance, and to this end the authority shall have the power to comply with such conditions and to execute such agreements . . . as may be necessary, convenient or desirable and to agree to such terms and conditions as may be imposed;

WHEREAS, Section 15.2-4901 of the Code concludes with the statement that "This chapter shall be liberally construed in conformity with these intentions," evidencing the legislative intent that all aspects of Title 15.2, Chapter 49 be broadly interpreted in order to promote and facilitate economic development in the Commonwealth and its localities;

WHEREAS, on June 28, 2016, the Council of the City adopted Ordinance No. _____, approving this Cooperation Agreement, authorizing the execution and delivery hereof on behalf of the City and the performance of all obligations undertaken by the City under this Cooperation Agreement;

WHEREAS, on _____, 2016, the Board of Directors of the Authority adopted a resolution approving the form and substance of the Agreement and this Cooperation Agreement, authorizing the execution and delivery thereof and hereof on behalf of the Authority, and authorizing the performance of, and agreeing to perform, all obligations undertaken by the Authority under the Agreement and this Cooperation Agreement; and

WHEREAS, the parties hereto desire to enter into this Cooperation Agreement for the purpose of setting forth their understandings and agreements in connection with the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the public benefits to accrue to the City, the Authority, South Hampton Roads and the Commonwealth, and the inhabitants thereof from the development and continued operation of the Property for the Proposed Retail Use and in consideration of the mutual covenants hereinafter set forth, the Authority and the City agree as follows:

1. Appropriation of Funds. The City agrees, subject to appropriation, to transfer funds to the Authority to enable the Authority to fulfill its obligations under the Grant Agreement attached hereto as Exhibit A. This Cooperation Agreement is subject to the appropriation of funds by the City Council of the City of Norfolk. No amounts have been appropriated, and, unless and until such appropriation(s) is made, the City is without funding obligation.

2. Authority Obligations. The Authority agrees that any funds appropriated by the City pursuant to this Cooperation Agreement shall be used exclusively for the purposes of making the required payments to Grantee under the Grant Agreement.

3. Non-Discrimination. In carrying out this Cooperation Agreement, the Authority and the City agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin and agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age or national origin. Such action shall include, but not be limited to employment, promotion, demotion, termination, rates of pay, other compensation, and selection for training including apprenticeship.

4. Applicable Law. This Cooperation Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia. In the event of litigation hereunder, venue shall be in the Circuit Court of the City of Norfolk.

5. Notices. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service (including reputable overnight courier service such as UPS), or sent by registered or certified mail, return receipt requested, bearing adequate postage and properly addressed as provided below. Each notice given by registered or certified mail shall be deemed to be given by the sender when mailed; each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the party intended to receive such notice or when such party refuses to accept delivery of such notice. Upon a change of address by either party, such party shall give written notice of such change to the other party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the third day after such notice is sent.

If to the Authority:

Economic Development Authority of the City of Norfolk
500 East Main Street, Suite 1500
Norfolk, VA 23510
Attention: Executive Director

With a copy to:

Kaufman & Canoles, P.C.
150 W. Main Street Suite 2100
Norfolk, Virginia 23510
Attention: George Consolvo, Esq.

If to the City:

City Manager
City of Norfolk
810 Union Street
1101 City Hall Building
Norfolk, Virginia 23510

With a copy to:

City Attorney
City of Norfolk
810 Union Street, Suite 900
Norfolk, Virginia 23510

6. Binding on Successors in Interest. This Cooperation Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto; provided, however, that in no event may this Cooperation Agreement or any of the rights, benefits, duties or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give.

7. Entire Agreement. This Cooperation Agreement constitutes the final, complete and exclusive written expression of the intents of the parties with respect to the subject matter hereof which will supersede all previous communications, representations, agreements, promises or statements.

8. Severability. If any one or more of the provisions contained in this Cooperation Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Cooperation Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

9. Amendment, Modification, Alteration. No amendment, modification or alteration of the terms of this Cooperation Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.

10. Headings. The titles of articles and sections of this Cooperation Agreement are for reference purposes only and shall be of no binding effect.

11. Waiver. The waiver by either party of any default or breach by the other party of any of the provisions of this Cooperation Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Cooperation Agreement.

12. Compliance with Laws. The parties shall comply with all applicable laws, ordinances and regulations with regard to any work, use, construction, and operation done or conducted with regard to this Cooperation Agreement.

13. Rights and Remedies Cumulative. The rights and remedies provided by this Cooperation Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its rights to use any and all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14. Authority to Execute Agreement. Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Cooperation Agreement and to perform its duties under this Cooperation Agreement; the person executing this Cooperation Agreement on its behalf has the authority to do so; upon execution and delivery of this Cooperation Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Cooperation Agreement does not violate any bylaw, charter, regulation, law or other governing authority of the party.

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

16. No Third Party Beneficiaries. This Cooperation Agreement is intended solely for the benefit of the parties hereto. This Cooperation Agreement is not intended and shall not be construed to benefit or create any rights for any third party. It is the express intent of the parties hereto that there be no third party beneficiaries hereof.

[SIGNATURE PAGES FOLLOW.]

WITNESS the execution of this Cooperation Agreement (City of Norfolk-EDA) by the duly authorized officials of the City and the Authority as of the day and year first set forth above.

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO CONTENTS:

_____
Director, Department of Development

APPROVED AS TO FORM AND CORRECTNESS:

_____
Assistant City Attorney

[SIGNATURE PAGES CONTINUE ON NEXT PAGE]

[CONTINUATION OF SIGNATURE PAGES TO COOPERATION AGREEMENT (CITY OF NORFOLK - EDA)]

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK

By:_____
Name :_____
Title :_____

APPROVED AS TO CONTENTS:

_____
Executive Director, Economic Development
Authority of the City of Norfolk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Counsel to the Economic Development
Authority of the City of Norfolk

EXHIBIT A

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of the ___ day of _____, 20__, between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK a duly organized and existing political subdivision of the Commonwealth of Virginia (the "Authority"), and SF CARY HOLDING LLC, a North Carolina limited liability company ("Grantee").

WITNESSETH:

WHEREAS, the City of Norfolk, Virginia (the "City") and Grantee have entered that certain Agreement of Sale, of even date herewith, wherein the City agreed to provide incentives to the Grantee, through the Authority, upon the term and conditions set forth herein;

WHEREAS, the Agreement of Sale provides for the purchase and development by Grantee for Grantee's Proposed Retail Use, as such term is defined in the Agreement of Sale, of an approximately 350,000 square foot retail store with an exclusive parking field (and future parking structure) of at least 1,200 spaces on the property known as "Lake Wright East" containing ___ acres, more or less, and located at 6000 Northampton Boulevard in the City of Norfolk (the "Property:"); and

WHEREAS, development of the Property for Grantee's Proposed Retail Use and the ongoing use of the Property by Grantee for the Proposed Retail Use has been found by both the Directors of the Authority and the City Council of the City (the "City Council") to constitute a significant economic development opportunity for the City, a positive factor in achieving the economic development objectives of the City, and worthy of inducement, as set forth in the resolutions adopted by the Authority and actions taken by the City Council approving the terms herein.

NOW, THEREFORE, WITNESSETH:

1. Definitions.

The following terms shall have the meanings set forth unless the context clearly requires otherwise:

1.1. "Improvements" means the approximately 350,000 square foot retail store with an exclusive parking field of at least 1,200 spaces to be constructed, equipped, occupied and operated by Grantee on the Property on a continuous basis in connection with Grantee's Proposed Retail Use.

1.2. "Calendar Year" means the calendar year beginning January 1 and ending December 31.

1.3. "Maximum Grant Amount" means the maximum cumulative amount to be paid to Grantee over the term of the grant which shall be Five Million Dollars ($5,000,000.00).

1.4. "Grant" means the annual sums to be transferred to the Grantee pursuant to the terms of this Agreement as an inducement for the Grantee to purchase the Property and to

construct, equip, occupy and operate its business operations for the Proposed Retail Use at the Property, subject to the Maximum Grant Amount.

2. The Grant.

2.1. *Amount of the Grant.* Subject to the conditions and limits set forth in Sections 3.1 and 3.2 below, subject to the Maximum Grant Amount, and subject to annual appropriation and transfer of funds to the Authority by the City, the Authority will pay to Grantee a sum of money each year during the Grant Term (hereinafter defined), which annual grant payments shall be calculated using the following performance-based formula:

> One-half percent (0.5%) of all gross receipts from the Grantee's business operations for the Proposed Retail Use at the Property during the applicable Calendar Year.

2.2. *Term of the Grant.* The term of the Grant (the "Grant Term") shall commence upon completion of construction of the Improvements, as evidenced by the issuance of a Certificate of Occupancy, and the opening of the Grantee's business operations at the Property for the Proposed Retail Use (the "Commencement Date"). The Grant Term shall expire upon the first to occur of (A) when the Maximum Grant Amount has been paid to Grantee or (B) upon payment by the Authority of the fifteenth (15th) annual Grant payment to the Grantee. The Grant payments shall commence on the first August 1 following the end of the first full Calendar Year after the Commencement Date and, subject to the terms and conditions set forth herein, shall be paid on each August 1 thereafter during the Grant Term. In the event of an abandonment of Grantee's business operations at the Property for the Proposed Retail Use for a period of more than six (6) continuous months for reasons other than a casualty or other material damage, Act of God, or other force majeure event outside of the reasonable control of Grantee (in any such case, a "Force Majeure Event"), the Grant Term shall terminate immediately and no further Grant payments shall be made by the Authority.

3. Conditions of the Grant.

The obligation of the Authority to disburse the Grant is subject to the satisfaction of the conditions set forth below.

3.1. *Conditions to Initial Disbursement.* The initial disbursement of the Grant by the Authority shall occur by no later than the first August 1 following the end of the first full Calendar Year after the Commencement Date provided that the following conditions have been satisfied:

A. The Commencement Date shall have occurred.

B. The representations and warranties set forth below shall be true and correct in all material respects as of the date of this Agreement and shall continue to be true and correct in all material respects at the time of the proposed disbursement of the initial Grant payment.

C. The City shall have calculated and advised the Authority in writing of the amount of the initial disbursement, the City Council of the City shall have appropriated

funds for the then current Grant payment and shall have transferred such funds to the Authority. The City's calculation of the amount of the initial Grant payment shall be deemed accurate and correct absent manifest error.

3.2. *Conditions to Each Annual Grant Payment.* Each subsequent disbursement of the Grant shall be subject to the satisfaction of the following conditions:

A. The conditions to the initial annual Grant payment shall have been satisfied.

B. Subject to the occurrence of a Force Majeure Event, Grantee shall have continuously operated its business for the Proposed Retail Use at the Property. For purposes of this Agreement, "continuous business operations" and to "continuously operate" shall mean to continue to operate Grantee's business for the Proposed Retail Use every weekday during normal business hours, excluding holidays.

C. The representations and warranties set forth below shall be true and correct in all material respects as of the date of this Agreement, and shall continue to be true and correct in all material respects at the time of the proposed disbursement of each year's Grant payment.

D. Based upon such documentation as the City deems appropriate, the City shall have calculated and advised the Authority in writing of the amount of the current Grant payment, the City Council of the City shall have appropriated funds for the Grant, and the City shall have transferred such funds to the Authority. The City's calculation of the amount of each annual Grant payment shall be deemed accurate and correct absent manifest error.

4. Representations and Warranties.

Grantee represents and warrants to the Authority that:

4.1. *Due Organization, Authority and Qualification.* Grantee is a duly organized and validly existing limited liability company under the laws of the State of North Carolina, is registered to do business in Virginia, is in good standing in the state of its organization, and has the full power and authority to own its properties and other assets and to transact the Proposed Retail Use at the Property.

4.2. *Taxes.* Grantee has filed and shall file all tax returns which are required to be filed in the Commonwealth of Virginia and elsewhere and has paid all taxes (including interest and penalties) which have become due pursuant to such returns or pursuant to any assessment or notice of tax claim or deficiency received by it. All tax liabilities within the Commonwealth of Virginia and elsewhere were adequately provided for when due and are now shown current on the books of Grantee. No material tax liability has been asserted by the Internal Revenue Service, the Commonwealth of Virginia, the City, or any other jurisdiction for taxes (or interest or penalties thereon) in excess of those already paid.

4.3. *Compliance with Laws.* To Grantee's best knowledge, Grantee and all of its assets and properties located in the Commonwealth of Virginia, including without limitation

the Property, are and shall be in compliance in all material respects with all applicable laws, rules and regulations of each Federal, state, municipal or other governmental department, agency or authority, including without limitation the Americans with Disabilities Act of 1990, the regulations promulgated thereunder, and all applicable environmental, land use and zoning laws and regulations, to the extent applicable.

4.4. *Information Necessary to Calculate Grant Payments.* Reports of gross receipts and other relevant documents required by law to be filed with the Tax Commissioner of the Commonwealth of Virginia or the Commissioner of Revenue of the City for the applicable tax year must be timely filed and copies delivered to the Authority (collectively, the "Required Information"), which shall then provide copies of such Required Information to the City. Grantee's failure to timely file Required Information with the Authority shall not jeopardize the payment of any Grant payment unless and until the Authority notifies Grantee of Grantee's failure to provide Required Information and Grantee does not cure such failure within thirty (30) days of Grantee's receipt of such notice.

5. General Matters.

5.1. *Authority Obligations Subject to Appropriation; Exculpation.*

A. All obligations of the Authority hereunder for the disbursement of the Grant and any other payment of money are subject to and expressly conditioned upon funds being appropriated, calculated and approved for such purpose by the City Council, the amount of Grantee's grant payment being calculated and approved by the City, and the funds being delivered to the Authority, and shall not at any time constitute a legal obligation of the Authority for the disbursement of the Grant or the payment of money except to the extent so appropriated and delivered.

B. Neither the directors of the Authority nor any person executing this Agreement on behalf of either party shall be liable personally thereon by reason of the execution and delivery hereof. This Agreement is not, and shall not be deemed to constitute, a general obligation of the Commonwealth of Virginia or any political subdivision thereof, including the Authority and the City, and neither the Commonwealth of Virginia nor any such political subdivision thereof shall be liable thereon, nor in any event shall this Agreement be payable out of funds or properties other than as set forth herein. This Agreement shall not constitute an indebtedness within the meaning of any Commonwealth of Virginia municipal debt limitation or restriction.

C. No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee or agent of the Authority or Grantee in his or her individual capacity, and no such director, officer, employee or agent shall be subject to any liability under this Agreement or with respect to any other action taken by him or her.

5.2. *Assignment.* Grantee may not assign its rights under this Agreement without the prior written consent of the Authority and the City.

5.3. *Waiver.* The failure of the Authority or Grantee to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by the Authority or Grantee of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and duly signed by the Authority or Grantee, as applicable.

5.4. *Severability.* If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present of future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Agreement shall not be affected, and said remaining parts of this Agreement shall be enforceable, to the extent they are consistent with the spirit and intent of this Agreement in its original form.

5.5. *Licensee and Permits.* It shall be the ultimate responsibility of Grantee at its expense to secure all licenses and permits required to be obtained by it with respect to construction, completion, equipping and occupancy of the Improvements.

5.6. *Notices Applicable Law.* This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Virginia. In the event of a conflict arising under this Agreement, venue shall be in the Circuit Court of the City of Norfolk.

5.7. *Interpretation.* For the purpose of construing this Agreement, unless the context indicates otherwise, words in the singular number shall be deemed to include words in the plural number and vice versa, words in one gender shall be deemed to include words in other genders, and the word "person" shall be deemed to include a corporation, company or partnership. Headings or Articles and Sections are inserted only for convenience and are not, and shall not be deemed a limitation on the scope of the particular Articles or Sections to which they refer.

5.8. *Notices.* All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service (including reputable overnight courier service such as UPS), or sent by registered or certified mail, return receipt requested, bearing adequate postage and properly addressed as provided below. Each notice given by mail, registered or certified, shall be deemed to be given by the sender when mailed; each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the party intended to receive such notice or when such party refuses to accept delivery of such notice. Upon a change of address by either party, such party shall give written notice of such change to the other party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the third day after such notice is sent.

To the Authority: Economic Development Authority of
the City of Norfolk
500 E. Main Street, Suite 1500
Norfolk, VA 23510

With a copy to:	Kaufman & Canoles, P.C. 150 W. Main Street, Suite 2100 Norfolk, VA 23510 Attn: George L. Consolvo
And with a copy to:	City Attorney City of Norfolk 810 Union Street, Suite 900 Norfolk, VA 23510
To Grantee:	SF Cary Holding LLC _____ _____ _____ Attention: _____
With a copy to:	Larsson & Scheuritzel P.C. Centre Square West 1500 Market Street, Suite 3510 Philadelphia, PA 19102 Attention: David J. Larsson, Esq.

5.9. *Non-Discriminatory Policies.*

A. Grantee will comply with all applicable laws regarding the discrimination of employees or applicants for employment because of the race, religion, color, sex or national origin of the employee or applicant for employment. Grantee agrees to post, to the extent required by any applicable laws, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Grantee, in all solicitations or advertisements for employees placed by or on behalf of Grantee, will state, to the extent required by any applicable laws, that Grantee is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

5.10. *Third Party Beneficiaries.* The City shall be a third party beneficiary of this Agreement. Except for the City, this Agreement is intended solely for the benefit of the parties hereto. Except for the City, this Agreement is not intended and shall not be construed to benefit or create any rights for any third party. It is the express intent of the parties hereto that there be no third party beneficiaries hereof, except for the City.

5.11. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the Grant, supersedes all prior understandings and writings and may be amended or modified only by a writing signed by the Authority and Grantee.

WITNESS the following signatures, thereunto duly authorized:

ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF NORFOLK

By: _____
Name: _____
Title: _____
Date: _____

SF CARY HOLDING LLC

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Counsel to the Economic Development
Authority of the City of Norfolk

C: Dir.,Development

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

November 22, 2016

From: Charles E. Rigney, Sr. Director
Department of Development

Subject: Performance Agreement with the Economic Development Authority of the City of Norfolk and Movement Mortgage, LLC

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

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-10**

I. **Recommendation** Adopt Ordinance

II. **Applicant** Economic Development Authority of the City of Norfolk

III. **Description**

This agenda item is an ordinance to authorize the City of Norfolk (the "city") to enter into a Performance Agreement with the Economic Development Authority of the City of Norfolk ("EDA") and Movement Mortgage, LLC ("Movement") and to accept a grant award in the amount of $600,000 from the Commonwealth's Development Opportunity Fund ("COF Grant"). On February 23, 2016 City Council approved a Cooperation Agreement and the intent of this Performance Agreement.

IV. **Analysis**

The city has been awarded a COF Grant through the Virginia Economic Development Partnership ("VEDP") for the purpose of inducing Movement, to locate, improve, expand, and operate an operations center in the city. Movement will be making a significant capital investment and creating and maintaining a significant number of new and existing jobs. VEDP is willing to provide the COF Grant funds to the EDA with the expectation that the EDA will provide the funds to Movement, provided they meet certain criteria relating to capital investment and new jobs maintenance in the city.

V. **Financial Impact**

Movement will locate, improve, expand, and operate their facility in the city, make a capital investment of at least $2,000,000, relocate at least 550 baseline jobs to their facility, and create and maintain at least 200 new jobs at their facility. The average annual wage of the

new jobs of at least $44,000 is less than the prevailing average annual wage in the city of $50,963, but is more than 85% of that prevailing average annual wage ($43,089).

VI. Environmental

N/A

VII. Community Outreach/Notification

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the Department of Development:

- Ordinance
- Performance Agreement

8/4/2016MR

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. of Development

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.

$ 600,000 2275-2-9149
Account

_____ _____
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A PERFORMANCE AGREEMENT WITH THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK AND MOVEMENT MORTGAGE, LLC.

– – –

WHEREAS, the City of Norfolk (the "City") has been awarded a grant of and expects to receive $600,000 from the Commonwealth's Development Opportunity Fund (a "COF Grant") through the Virginia Economic Development Partnership Authority ("VEDP") for the purpose of inducing Movement Mortgage, LLC (the "Company") to locate, improve, expand, and operate an operations center facility in the City (the "Facility"), thereby making a significant Capital Investment, retaining a significant number of Baseline Jobs, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are defined in Exhibit A attached hereto;

WHEREAS, the City is willing to provide the funds to the Authority with the expectation that the Economic Development Authority of the City of Norfolk (the "Authority") will provide the funds to or for the use of the Company, provided that the

Company promises to meet certain criteria relating to Capital Investment, Baseline Jobs, and New Jobs;

WHEREAS, the City, the Authority and the Company desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, and the obligations of the Company regarding Capital Investment, Baseline Jobs, and New Jobs;

WHEREAS, the location, improvement, expansion, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately $2,000,000, which will be invested in furniture, fixtures, and equipment;

WHEREAS, the location, improvement, expansion, and operation of the Facility will further entail the relocation of 550 Baseline Jobs to the Facility and the retention of such jobs in the Commonwealth, as well as the creation and Maintenance of 200 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment, Baseline Jobs, and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant; now, therefore

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

Section 1:- That the Performance Agreement between Movement Mortgage, LLC, the Economic Development Authority of the City of Norfolk, and the City of

Norfolk, a copy of which is attached hereto, wherein the City of Norfolk agrees to the terms and conditions of the payout of the COF Grant, the use of the COF Grant proceeds, and the obligations of Movement Mortgage, LLC, regarding Capital Investment and New Job creation, as such terms are defined in the Performance Agreement, is hereby approved.

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

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

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** made and entered as of the ____ day of November, 2016 ("Effective Date"), by and among the **CITY OF NORFOLK, VIRGINIA** (the "Locality"), a municipal corporation of the Commonwealth of Virginia (the "Commonwealth"), **MOVEMENT MORTGAGE, LLC** (the "Company"), a Delaware limited liability company authorized to transact business in the Commonwealth, and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive $600,000 from the Commonwealth's Development Opportunity Fund (a "COF Grant") through the Virginia Economic Development Partnership Authority ("VEDP") for the purpose of inducing the Company to locate, improve, expand, and operate an operations center facility in the Locality (the "Facility"), thereby making a significant Capital Investment, retaining a significant number of Baseline Jobs, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment, Baseline Jobs, and New Jobs;

WHEREAS, the Locality, the Authority and the Company desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, the obligations of the Company regarding Capital Investment, Baseline Jobs, and New Jobs, and the repayment by the Company of all or part of the COF Grant under certain circumstances;

WHEREAS, the location, improvement, expansion, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately $2,000,000, which will be invested in furniture, fixtures, and equipment;

WHEREAS, the location, improvement, expansion, and operation of the Facility will further entail the relocation of 550 Baseline Jobs to the Facility and the retention of such jobs in the Commonwealth, as well as the creation and Maintenance of 200 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment, Baseline Jobs, and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

"Baseline Job" means an existing full-time position located at the Company's current operations facilities in the City of Virginia Beach, Virginia ("Virginia Beach"). When the Company relocates such operations facilities to the Locality, the Baseline Jobs will be relocated to and will be retained at the Facility.

"Capital Investment" means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The Capital Investment must be in addition to the capital improvements at the Facility made on or before January 1, 2016. A capital expenditure related to a leasehold interest in real property will be considered to be made "on behalf of the Company" if a lease between a developer and the Company is a capital lease, or is an operating lease having a term of at least ten years, and the real property would not have been constructed or improved but for the Company's interest in leasing some or all of the real property. Only the capital expenditures allocated to the portion of the real property to be leased by the Company will count as "Capital Investment." The purchase or lease of furniture, fixtures, machinery and equipment, including under an operating lease, and expected building up-fit and tenant improvements by or on behalf of the Company will qualify as Capital Investment.

"Maintain" means that the New Jobs will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

"New Job" means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least $44,000. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 550 Baseline Jobs.

"Performance Date" means September 1, 2019. If the Locality, in consultation with the Authority and VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may agree to extend the Performance Date by up to 15 months. If the Performance Date is extended, the Locality shall send written notice of the extension, signed by the City Manager, to the Authority, the Company and VEDP and the date to which the Performance Date has been extended shall be the "Performance Date" for the purposes of this Agreement.

"Targets" means the Company's obligations to make Capital Investments at the Facility of at least $2,000,000, to retain at least 550 Baseline Jobs at the Facility, and to create and Maintain at least 200 New Jobs at the Facility, all as of the Performance Date.

"Virginia Code" means the Code of Virginia of 1950, as amended.

Section 2. Targets; Statutory Criteria.

(a) *Targets*: The Company will locate, improve, expand, and operate the Facility in the Locality, make a Capital Investment of at least $2,000,000, relocate at least 550 Baseline Jobs to the Facility, and create and Maintain at least 200 New Jobs at the Facility, all as of the Performance Date.

(b) *Hiring of Residents of the Commonwealth*: The Locality and the Authority hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to "Residents" of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Locality Average Annual Wage and Unemployment and Poverty Levels*: The average annual wage of the New Jobs of at least $44,000 is less than the prevailing average annual wage in the Locality of $50,963, but is more than 85% of that prevailing average annual wage ($43,089). The Locality is a high-unemployment locality, with an unemployment rate for 2014, which is the last year for which such data is available, of 6.4% as compared to the 2014 statewide unemployment rate of 5.2%. The Locality is a high-poverty locality, with a poverty rate for 2014, which is the last year for which such data is available, of 23.4% as compared to the 2014 statewide poverty rate of 11.8%.

(d) *Relocation*: The Commonwealth's Secretary of Commerce and Trade has delivered to the Co-Chairs of the Senate Finance Committee and the Chair of the House Appropriations Committee a letter indicating that although the Company is moving its operations facility from Virginia Beach to the Locality, the reasons for the move and the desire to retain the Company's operations in Virginia justify the use of incentives to move the Company from one Virginia locality to another. The Locality and VEDP have informed Virginia Beach of the move and of the use of incentives.

(e) *Contribution*: When the Company applied for the COF Grant on March 15, 2016, it entered into an Agreement with VEDP regarding the application (the "Certification Agreement"). In the Certification Agreement, the Company agreed that neither the Company, nor its officers, directors, and owners of or who have a controlling ownership interest in the Company (the "Applicant Group"), would make a Contribution during the No Contribution Period, as such capitalized terms are defined in the Certification Agreement. The No Contribution Period ends on the one-year anniversary of the date of this Agreement. If the Company is made aware that any member of the Applicant Group has made a Contribution during the No Contribution Period, the Company shall provide immediate notice to VEDP. With the December 1, 2017, annual report described in Section 6 herein, the Company shall certify whether any member of the Applicant Group made any Contribution during the No Contribution Period. Such certification will be in the form attached to this Agreement as Appendix A. If VEDP has possession of other evidence indicating that a member of the Applicant Group made a Contribution during the No Contribution Period, VEDP will provide such evidence to the Company. If any member or members of the Applicant Group made a Contribution during the No Contribution Period, the Company shall repay to the Authority all of the COF Grant proceeds previously disbursed to the Company within 90 days of the earlier of the date of the (i) Company notice to VEDP, (ii) certification due in accordance with Section 6 herein, or (iii) delivery by VEDP to the Company of evidence in the possession of VEDP indicating that a member of the Applicant Group made a Contribution during the No Contribution Period (the "Contribution Notification Date"). Further, the Company shall assist, to the extent reasonably necessary, with the implementation of the civil penalties to be paid by the member or members of the Applicant Group who made such Contributions. In such event, within 90 days of the Contribution Notification Date, the Locality shall return to VEDP all of the proceeds of the COF Grant not yet disbursed to the Company, for redeposit to the Commonwealth's Development Opportunity Fund.

Section 3. <u>Disbursement of COF Grant</u>.

By no later than December 1, 2016, the Locality will request the disbursement to it of the COF Grant. If not so requested by the Locality by December 1, 2016, this Agreement will terminate. The Locality and the Company will be entitled to reapply for a COF Grant thereafter, based upon the terms, conditions and availability of funds at that time.

The COF Grant in the amount of $600,000 will be paid to the Locality, upon its request. The Locality will retain the COF Grant proceeds and will disburse such COF Grant proceeds as follows:

(i) The Company will provide notice and evidence reasonably satisfactory to the Locality, the Authority, and VEDP when the following have been achieved: A) the issuance of the Certificate of Occupancy for the Facility, and B) the relocation to and the retention of 550 Baseline Jobs at the Facility. Such evidence will be subject to verification. Within thirty (30) days of the verification of the achievement of such milestones, the Locality will disburse $300,000, or 50% of the COF Grant proceeds, to the Authority. Within thirty (30) days of its receipt of such COF Grant proceeds, the Authority will disburse such COF Grant proceeds to the Company.

(ii) The Company will provide notice and evidence reasonably satisfactory to the Locality, the Authority, and VEDP when the Company has created and Maintained at least 200 New Jobs at the Facility. Such evidence will be subject to verification. Within thirty (30) days of the verification of the creation and Maintenance of such jobs, the Locality will disburse the remaining $300,000, or 50% of the COF Grant proceeds, to the Authority. Within thirty (30) days of its receipt of such COF Grant proceeds, the Authority will disburse such COF Grant proceeds to the Company.

Any COF Grant proceeds not disbursed to the Authority within ninety (90) days of the Performance Date will be promptly returned by the Locality to VEDP for redeposit to the Commonwealth's Development Opportunity Fund.

The Company will use the COF Grant proceeds to pay or reimburse itself for construction or build-out of the Facility or for training, as permitted by Section 2.2-115(D) of the Virginia Code.

Section 4. Break-Even Point; State and Local Incentives.

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth's expenditures on incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide incentives in the following amounts:

Category of Incentive:	Total Amount
COF Grant	$600,000
Virginia Jobs Investment Program ("VJIP") (Estimated)	$140,000

The proceeds of the COF Grant shall be used for the purposes described in Section 3. The VJIP proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs.

(b) *Locality-Level Incentives:* The Locality expects to provide the following incentives, as matching grants or otherwise, for the Facility:

Category of Incentive:	Total Amount
Building Improvement and Rent Reduction (Estimated)	$4,000,000

The Locality's Building Improvement and Rent Reduction shall reflect cost saving to the Company.

Section 5. Repayment Obligation.

(a) *If Statutory Minimum Eligibility Requirements are Not Met:* Section 2.2-115 of the Virginia Code requires that the Company make a Capital Investment of at least $1,500,000 in the Facility and create and Maintain at least 15 New Jobs at the Facility in order to be eligible for the COF Grant. Failure by the Company to meet either of these statutory minimum eligibility requirements by the Performance Date shall constitute a breach of this Agreement and the Company must repay to the Authority all of the COF Grant proceeds previously disbursed to the Company. In such event, the Locality will repay to VEDP all of the COF Grant proceeds not previously disbursed to the Company.

(b) *If Statutory Minimum Eligibility Requirements are Met:* The provisions of this subsection (b) shall become applicable only if the Company has met the statutory minimum eligibility requirements set forth in subsection (a). For purposes of repayment, the COF Grant is to be allocated as $300,000 (50%) for the Company's Capital Investment Target and $300,000 (50%) for its New Jobs Target. If the Company has met at least 90% of both of the Targets at the Performance Date, then and thereafter the Company is no longer obligated to repay any portion the COF Grant. If the Company has not met at least 90% of either or both of its Targets at the Performance Date, the Company shall repay to the Authority that part of the COF Grant previously disbursed to it that is proportional to the Target or Targets for which there is a shortfall. For example, if at the Performance Date, the Capital Investment is only $1,600,000 (reflecting achievement of 80% of the Capital Investment Target) and only 150 New Jobs have been created and Maintained (reflecting achievement of 75% of the New Jobs Target), the Company shall repay to the Authority 20% of the moneys allocated to the Capital Investment Target ($60,000) and 25% of the moneys allocated to the New Jobs Target ($75,000). In such event, the Locality will repay to VEDP all of the COF Grant proceeds not previously disbursed to the Company.

(c) *Determination of Inability to Comply:* If the Locality or VEDP shall determine at any time prior to the Performance Date (a "Determination Date") that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company in writing of such determination, the Company must repay to the Authority all of the COF Grant proceeds previously disbursed to the Company. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant. In such event, the Locality will repay to VEDP all of the COF Grant proceeds not previously disbursed to the Company.

(d) *Repayment Due to Contributions:* As described in Section 2, if any member of the Applicant Group made a Contribution during the No Contribution Period, the Company shall repay to the Authority within 90 Days of the Contribution Notification Date all of the COF Grant proceeds previously disbursed to the Company. In such event, the Locality will repay to VEDP all of the COF Grant proceeds not previously disbursed to the Company.

(e) *Repayment Dates:* ***Such repayment shall be due from the Company to the Authority within ninety (90) days of the Performance Date, the Contribution Notification Date, or the Determination Date, as applicable.*** Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to the Locality and shall be repaid by the Locality promptly to VEDP for redeposit into the Commonwealth's Development Opportunity Fund. The Locality and the Authority shall use their best efforts to recover such funds, including legal action for breach of this Agreement. Neither the Locality nor the Authority shall have any responsibility for the repayment of any sums payable by the Company hereunder unless said sums have been received by the Authority from the Company.

Section 6. Company Reporting.

The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality, the Authority and VEDP of the Company's progress on the Targets. Such progress reports will be provided annually, starting at December 1, 2017, and covering the period through the prior September 1. Further, the Company shall provide such progress reports at such other times as the Locality, the Authority or VEDP may reasonably require.

With its December 1, 2017, progress report, the Company shall certify in the form attached to this Agreement as Appendix A whether any member of the Applicant Group made a Contribution during the No Contribution Period.

With each such progress report, the Company shall report to VEDP the amount paid by the Company in the prior calendar year in Virginia corporate income tax or, as applicable, shall provide to VEDP a copy of its Virginia income tax form filed with respect to its status as a pass-through entity. VEDP hereby represents to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives. Upon completion of VEDP's use of such confidential proprietary information, VEDP shall return or destroy, at Company's election, any and all such information and provide written certification to Company that such return or destruction has been completed. The immediately preceding sentence shall apply to any Company information provided to VEDP pursuant to the following two (2) paragraphs.

The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to VEDP the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be considered and treated as confidential and proprietary information of Company, regardless if marked as confidential and/or proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If VEDP should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality, the Authority or VEDP may reasonably request.

If requested by VEDP, the Company shall provide to VEDP copies of the Company's quarterly filings with the Virginia Employment Commission covering the period from the date of this Agreement through the Performance Date.

Section 7. Notices.

Formal notices and communications between the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email), if facsimile or electronic mail addresses are included below, with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

Movement Mortgage, LLC
8024 Calvin Hall Road
Indian Land, SC 29707
Facsimile: _____
Email: Brett.McDonough@movement.com
Attention: Brett McDonough, Secretary

with a copy to:

Movement Mortgage, LLC
8024 Calvin Hall Road
Indian Land, SC 29707
Facsimile: _____
Email: Legal@movement.com
Attention: Legal Department

if to the Locality, to:

City of Norfolk, Virginia
Office of the City Manager
810 Union Street, 1101 City Hall Bldg.
Norfolk, Virginia 23510
Attention: City Manager

with a copy to:

City of Norfolk, Virginia
City Attorney's Office
810 Union Street, 900 City Hall Bldg.
Norfolk, Virginia 23510
Attention: City Attorney

if to the Authority, to:

Economic Development Authority of the
City of Norfolk
500 E. Main Street, Suite 1500
Norfolk, Virginia 23510
Attention: Secretary/Treasurer

with a copy to:

Kaufman & Canoles, P.C.
150 W. Main Street, Suite 2100
Norfolk, Virginia 23510
Facsimile: 888-360-9092
Email: glconsolvo@kaufcan.com
Attention: George L. Consolvo, Esq.

if to VEDP, to:

Virginia Economic Development Partnership
One James Center, Ninth Floor
901 East Cary Street, 8th Floor
Post Office Box 798 (zip: 23218-0798)
Richmond, Virginia 23219
Facsimile: 804.545.5611
Email: dgundersen@yesvirginia.org
Attention: Interim President & CEO and COO

with a copy to:

Virginia Economic Development Partnership
One James Center, Ninth Floor
901 East Cary Street, 8th Floor
Post Office Box 798 (zip: 23218-0798)
Richmond, Virginia 23219
Facsimile: 804.545.5611
Email: smcninch@yesvirginia.org
Attention: General Counsel

Section 8. Miscellaneous.

(a) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Governing Law; Venue*: This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Norfolk, Virginia and such litigation shall be brought only in such court.

(c) *Counterparts*: This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorney's Fees:* Attorney's fees shall be paid by the party incurring such fees.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the Effective Date first written above.

CITY OF NORFOLK, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO CONTENTS:

_____
Director, Department of Development

APPROVED AS TO FORM AND CORRECTNESS:

_____
Assistant City Attorney

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK

By _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO CONTENTS:

_____
Executive Director, Economic Development
Authority of the City of Norfolk

APPROVED AS TO FORM AND CORRECTNESS:

_____

MOVEMENT MORTGAGE, LLC

By _____
Name: Brett McDonough
Title: Secretary
Date: _____

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

APPENDIX A

NO CONTRIBUTION CERTIFICATION

Movement Mortgage, LLC (the "Company"), and the Virginia Economic Development Partnership Authority ("VEDP") entered into an Agreement dated March 15, 2016 (the "Certification Agreement"), with respect to the Company's application for a grant from the Commonwealth's Development Opportunity Fund (a "COF Grant").

Pursuant to the Certification Agreement, the Company, on behalf of itself and the Company's officers, directors, and owners of or who have a controlling ownership interest in the Company (the "Applicant Group"), listed in the Appendix to the Certification Agreement, made certain certifications and covenants in accordance with Section 2.2-115 I. of the Code of Virginia of 1950, as amended. These certifications and covenants were meant to ensure that no member of the Applicant Group would make a Contribution during the No Contribution Period, as such capitalized terms are defined in the Agreement.

□ By its signature below, the Company hereby certifies to VEDP that, to the best of its knowledge, no member of Applicant Group made a Contribution during the No Contribution Period.

OR

□ By its signature below, the Company hereby certifies to VEDP that to the best of its knowledge, the following members of the Applicant Group made the following Contributions during the No Contribution Period:

Name	Amount of Contribution	Date of Contribution

In accordance with the COF Grant Performance Agreement, the Company will repay to the Economic Development Authority of the City of Norfolk, Virginia, within 90 Days of this Certification all of the COF Grant proceeds previously disbursed to the Company.

MOVEMENT MORTGAGE, LLC

By _____
Name: _____
Title: _____
Date: _____, 2017