

City of Virginia Beach

"WORLD'S LARGEST RESORT CITY"

CITY COUNCIL

MAYOR MEYERA E. OBERNDORF, At-Large
VICE MAYOR WILLIAM D. SESSOMS, JR., At-Large
LINWOOD O. BRANCH III, District 6-Beach
MARGARET L. EURE, District 1-Centerville
WILLIAM W. HARRISON, JR., District 5-Lynnhaven
HAROLD HEISCHOBBER, At-Large
BARBARA M. HENLEY, District 7-Princess Anne
LOUIS R. JONES, District 4-Bayside
REBA S. McCLANAN, District 3-Rose Hall
NANCY K. PARKER, At-Large
A.M. (DON) WEEKS, District 2-Kempsville

JAMES K. SPORE, City Manager
LESLIE L. LILLEY, City Attorney
RUTH HODGES SMITH, CMCIAAE, City Clerk



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CITY COUNCIL AGENDA

August 25, 1998

- I. **PRESENTATION** - Conference Room - 1:30 PM
 - A. **HUMAN RIGHTS COMMISSION ANNUAL REPORT**
Sylvia Strickland-Primm, Chair
- II. **CITY MANAGER'S BRIEFINGS**
 - A. **WATER EMERGENCY ORDINANCE**
Clarence Warnstaff, Director of Public Utilities
 - B. **THIRD CROSSING AND SOUTHEASTERN PARKWAY/GREENBELT**
Dwight Farmer, Chief Transportation Planner HRPDC
Robert Matthias, Assistant to the City Manager
Dale Castellow, Transportation Planner
- III. **REVIEW OF AGENDA ITEMS**
- IV. **CITY COUNCIL CONCERNS**
- V. **INFORMAL SESSION** - Conference Room - 4:00 PM
 - A. **CALL TO ORDER** - Mayor Meyera E. Oberndorf
 - B. **ROLL CALL OF CITY COUNCIL**
 - C. **RECESS TO EXECUTIVE SESSION**

VI. FORMAL SESSION

- Council Chamber -

6:00 PM

A. CALL TO ORDER - Mayor Meyera E. Oberndorf

B. INVOCATION: Captain James Palmer
Chaplain - Fort Story

C. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

D. ELECTRONIC ROLL CALL OF CITY COUNCIL

E. CERTIFICATION OF EXECUTIVE SESSION

F. MINUTES

- | | | | |
|----|----------------------------|---|-----------------|
| 1. | INFORMAL & FORMAL SESSIONS | - | August 11, 1998 |
| 2. | SPECIAL FORMAL SESSION | - | August 18, 1998 |

G. AGENDA FOR FORMAL SESSION

*The Consent Agenda will be determined during the Agenda Review Session and considered in the ordinary course of business by City Council to be enacted by **one motion**.*

H. PRESENTATION

1. KING NEPTUNE XXV - Joseph M. Gianascoli

I. PUBLIC HEARING

1. AGRICULTURAL PRESERVATION PROGRAM (ARP) (District 7 - Princess Anne)

J. ORDINANCES

1. Ordinance to authorize the acquisition of Agricultural Land Preservation Easements (ARP) and the issuance by the City of its contract obligations (DISTRICT 7 - PRINCESS ANNE).
 - a. John A. Baum - 153.77 Acres - \$221,548.00
Installment Purchase Agreement No. 1998-22
2. Ordinance to **AMEND** the City Code by **ADDING** a new section, Section 23-11.3 prohibiting any person from directing a laser beam from a pen, flashlight or similar device into the eyes of another person.
3. Ordinance to **ACCEPT** and **APPROPRIATE** a \$80,000 Grant from the Federal Emergency Management Agency (FEMA) to the Fire Department's FY 1998-1999 Operating Budget re supporting the operations of the **FEMA Urban Search and Rescue Team, Virginia Task Force No. 2**; and, increase the estimated revenue from the federal government accordingly.

4. Ordinance to **ACCEPT** and **APPROPRIATE** a \$75,000 Grant from the Virginia Department of Criminal Justice Services (VDCJS); **TRANSFER** \$25,000 from the General Fund Reserve for Contingencies for grant matches to the FY 1998-1999 Operating Budget of the Department of Social Services re operating the **Youth Intervention Team** on a year-round basis; and, increase the estimated revenue from the Commonwealth of Virginia accordingly.
5. Ordinance to **TRANSFER** \$44,900 from the FY 1998-1999 Operating Budget's General Fund Reserve for Contingencies to the City Council's FY 1998-1999 Operating Budget re extending **lobbying contract** with **Vectre Corporation**.
6. Ordinance to authorize **acquisition of a visibility easement** to be conveyed to the City of Virginia Beach, Virginia, at the **intersection of South Fir Avenue and Bonney Road** (CIP 2-285.32) re improvement of **traffic safety**, either by agreement or condemnation.
7. Ordinances re **temporary encroachments**:
 - a. Into a portion of the City's right-of-way by **GREAT NECK BAPTIST CHURCH** to construct and maintain **two (2) directional signs** at the intersections of Great Neck Road/Old Donation Parkway and Inlynnview Road (DISTRICT 5 - LYNNHAVEN)
 - b. Into a portion of the City's 20' drainage easement by **ROBERT L. and JOYCE M. GUNTER** to construct and maintain a **wooden pier and stone rip rap** at the rear of 5205 Executive Boulevard, Point of View (DISTRICT 2 - KEMPSVILLE)
 - c. Into a portion of the City's variable width impoundment easement designated as "LAKE" by **DR. RONALD E. MODLINGER** to construct and maintain a floating **8' x 10' wooden dock** at the rear of 2188 Bierce Drive, Red Mill Farm (DISTRICT 7 - PRINCESS ANNE)
8. **License Refunds - \$16,657.07**

K. RESOLUTION

1. Resolution to refer to the Planning Commission proposed amendments to the City Zoning Ordinance (CZO) re **Personal Watercraft (PWC)** rentals.

L. PUBLIC HEARING - PLANNING

PLANNING BY CONSENT - To be determined during the **Agenda Review Session**.

1. **NO ACTION ITEM**
DEFERRED INDEFINITELY BY PLANNING COMMISSION - August 12, 1998

- a. Applications of **BECO BUILDING ASSOCIATES**, a Virginia general partnership on the North side of Princess Anne Road beginning at a point 800 feet more or less West of Seaboard Road, containing 105.96 acres (DISTRICT 7 - PRINCESS ANNE):
 - (1) Change of Zoning District Classification from AG-1 and AG-2 Agricultural Districts to Conditional R-10 Residential District
 - (2) Conditional Use Permit for an Open Space Promotion

2. Application of **KURT and LAURIE NEITZKE** for a Variance to Section 4.4(d) of the Subdivision Ordinance which requires all newly created lots must have direct access to a public street at 4400 Shore Drive (DISTRICT 4 - BAYSIDE).

Recommendation: **APPROVAL**

3. Application of **EXXON CORP.**, for a Conditional Use Permit for a gasoline station in conjunction with a convenience store at the Southwest corner of Virginia Beach Boulevard and Rosemont Road (3673 Virginia Beach Boulevard), containing 36.154.8 square feet (DISTRICT 5 - LYNNHAVEN).

Recommendation: **APPROVAL**

4. Application of **CHURCH OF GOD OF PROPHERCY** for a Conditional Use Permit for a day care facility on the West side of Princess Anne Road, South of Baxter Road (4788 Princess Anne Road), containing 2 acres (DISTRICT 2 - KEMPSVILLE).

Recommendation: **APPROVAL**

5. Application of **AZALEA GARDEN CHURCH OF GOD** for a Conditional Use Permit for a church and school/day-care on the West side of Centerville Turnpike South of Jack Sears Road (1541 Centerville Turnpike), containing 8.92 acres more or less (DISTRICT 1 - CENTERVILLE).

Recommendation: **APPROVAL**

6. Application of **SPRING BRANCH COMMUNITY CHURCH** for a Conditional Use Permit for a church and related facilities on the East side of North Great Neck Road, North of Harbor Lane (1510 North Great Neck Road), containing 9.1 acres (DISTRICT 5 - LYNNHAVEN).

Recommendation: **APPROVAL**

7. Applications of **ELDER HEALTHCARE DEVELOPERS, L.L.C.**, at the Southwest intersection of Holland Road and South Independence Boulevard, containing 7.787 acres (DISTRICT 2 - KEMPSVILLE):

a. Change of Zoning District Classification from B-2 Community Business District to O-1 Office District

b. Conditional Use Permit for an assisted living facility

Recommendations: **APPROVAL**

8. Application of **McGINNIS REALTY & DEVELOPMENT COMPANY** for a Conditional Change of Zoning District Classification from AG-1 and AG-2 Agricultural Districts to Conditional R-10 Residential District on the East side of Holland Road beginning at a point 284.20 feet South of Saville Garden Way, containing 13 acres (DISTRICT 7 - PRINCESS ANNE).

Recommendation: **APPROVAL**

9. Application of **CHICK'S BEACH I, LLC**, for a Change of Zoning District Classification from B-1 Neighborhood Business District and R-5R Residential Resort District to R-2.5 Residential Townhouse District with a PD-H2 Planned Unit Development District Overlay on the West side of Pleasure House Road, North of Lee Avenue (2529 Pleasure House Road), containing .9671 acre (DISTRICT 4 - BAYSIDE).

Recommendation: **APPROVAL**

M. APPOINTMENTS

DEVELOPMENT AUTHORITY

PARKS AND RECREATION COMMISSION

PUBLIC LIBRARY BOARD

N. UNFINISHED BUSINESS

O. NEW BUSINESS

P. ADJOURNMENT

If you are **physically disabled** or **visually impaired**
and need assistance at this meeting,
please call the **CITY CLERK'S OFFICE** at **427-4303**
Hearing impaired, call: TDD only 427-4305
(TDD - Telephonic Device for the Deaf)



MINUTES

VIRGINIA BEACH CITY COUNCIL Virginia Beach, Virginia

August 25, 1998

*Vice Mayor William D. Sessoms, Jr. called to order an **ADD-ON PRESENTATION** re **HURRICANE BONNIE** in the Council Conference Room, City Hall Building, on August 25, 1998, at 1:30 P.M.*

Council Members Present:

*Margaret L. Eure, Barbara M. Henley, Louis R. Jones, Reba S. McClanan,
Nancy K. Parker, Vice Mayor William D. Sessoms and A. M. "Don"
Weeks*

Council Members Absent:

Mayor Meyera E. Oberndorf

*[ENTERED: 2:33 P.M.
TESTS AT HOSPITAL]*

Linwood O. Branch, III

[ENTERED: 2:00 P.M.]

Harold Heischober

[TESTS BEING CONDUCTED AT HOSPITAL]

William W. Harrison, Jr.

[ENTERED: 1:40 12:10 P.M.]

CITY MANAGER'S PRESENTATION

HURRICANE BONNIE

1:30 P.M.

ITEM # 43946

*March Marchbank, Fire Department, advised the National Weather Service stated the 11:00 A.M. Forecast indicates Hurricane "Bonnie" will have **100 mile-an-hour** winds through the community. Not much tidal flooding is expected, but certainly those types of winds through the community create a concern. The **Emergency Operating** conditions have been reviewed, and it is contemplated to have Normal, Modified and **Essential Operations** based on the conditions as they present themselves. The **Emergency Management Office** has requested City Council **DECLARE A LOCAL STATE OF EMERGENCY**. The **Emergency Operations Center**, located in the Public Safety Building, will be open this evening and fully staffed to be functional at 6 A.M. Wednesday. The City will open emergency shelters for residents at 6:00 P.M. today. The City is recommending that residents and visitors in certain vulnerable areas and situations evacuate. These include the **Sandbridge area, the Bay Front area (Shore Drive), people residing in mobile homes, visitors in campgrounds, those in the City's Ocean Front Resort area, and citizens who live in areas prone to tidal flooding.***

*The Governor declared a **STATE LEVEL OF EMERGENCY** at 12:45 this afternoon. The City expects to come under **Hurricane Warning** within the next two hours.*

*The City Manager advised the tidal surge is estimated at **only 4 to 6 feet**; however, sustained winds of 100 to 105 mph are predicted for perhaps 8 to 10 hours straight, which will possibly result in many tree and power line problems. The next briefing will be at 2:30 P.M. and City Council will be briefed again at the close of the Formal Session today.*

P R E S E N T A T I O N
HUMAN RIGHTS COMMISSION

1:35 P.M.

ITEM # 43947

Sylvia Strickland-Primm, Chair - Human Rights Commission, recognized the Membership:

COMMISSIONERS

*Sylvia Strickland-Primm
Joshua F. Edwards, Sr.
Beatriz Amberman
Cheryl Avery-Hargrove
C. Max Bartholomew, Jr.
Reverend J. Scottie Griffin
Paula E. Henao
Ellis Hinnant-Will
Betsy O. Karotkin
Helen P. Shropshire
Gene A. Woolard.*

CITY SUPPORT

*Fagan D. Stackhouse and Staff
Department of Human Resources
Lt. Wray Boswell
Police Department Liaison to the Commission
Charles Miller
Attorney for the Commission*

Commissioners Cheryl Avery-Hargrove and Ellis Hinnant-Will were in attendance. Through the utilization of slides, Ms. Strickland-Primm presented the Annual Report:

COMMISSION DEMOGRAPHICS

*7 Women, 4 Men
Represent
African-Americans
Asian-Americans
Hispanic-Americans
Jewish-Americans
3 Original Members
Average Length of Service is Approximately = 5 yrs.
Approximate Volunteer Man-hours per Year = 1500
2 Attorneys, a Minister, a Retired Peace Corps Worker, a PHD
Professor, a Retired Principal, 2 Executive Directors, a Public
Affairs Officer, a Radio Station Manager and a Weapons
Systems Analyst.*

OBJECTIVES

To institute, conduct and engage in educational and informational programs for promotion of mutual understanding and respect among citizens and the fulfillment of human rights.

To serve as a forum for discussion of human rights issues, to conduct studies and propose solutions for the improvement of human relations in the City.

To provide assistance to persons who believe their rights have been violated by identifying the appropriate federal, state or local agency to address the complaint and referring such persons to that agency.

August 25, 1998

P R E S E N T A T I O N
HUMAN RIGHTS COMMISSION

ITEM # 43947 (Continued)

The Human Resources Department and team of Commissioners organized and conducted a Strategic Planning Session on March 26, 1998, and May 13, 1998, to discuss future goals and activities.

SPRING 1998 FOCUS RETREAT	
OBJECTIVE	RESPONSIBLE MEMBERS
<i>Become part of a multicultural resource group. Develop network with business community, civic organizations and multicultural groups.</i>	<i>Gene Woolard, Cheryl Avery-Hargrove, Sylvia Strickland-Primm</i>
<i>Create a professional video about the Commission to improve name recognition and expand with Public Services announcement</i>	<i>Gene Woolard, Cheryl Avery-Hargrove, Sylvia Strickland-Primm, Joshua Edwards</i>
<i>Develop a brochure for public</i>	<i>Gene Woolard, Helen Shropshire, Sylvia Strickland-Primm, Joshua Edwards</i>
<i>Media Utilization</i>	<i>Betsy Karotkin, Helen Shropshire, Sylvia Strickland-Primm, Joshua Edwards, Ellis Hinnant-Will, Paula Henao</i>
<i>Study hosting National Human Rights Convention</i>	<i>Ellis Hinnant-Will, Joshua Edwards, Sylvia Strickland-Primm</i>
<i>Development of future dialogs and forums</i>	<i>Gene Woolard, Helen Shropshire, Sylvia Strickland-Primm, Joshua Edwards, Ellis Hinnant-Will, Paula Henao, Scottie Griffin</i>
<i>Partner with City Council, business, administration, regional organizations and commission</i>	<i>Gene Woolard, Helen Shropshire, Sylvia Strickland-Primm, Joshua Edwards, Cheryl Avery-Hargrove, Paula Henao, Scottie Griffin</i>
<i>Develop a budget for long term efforts</i>	<i>Sylvia Strickland-Primm</i>

Several members of the Commission attended Mediation Training in February 1998 conducted by Karen Asaro of the Department of Social Services. Through this training, Commissioners acquired skills of a trained mediator that will enable them to facilitate disputes between complainants and respondents in a good faith attempt to resolve their issues. A few commissioners are pursuing state certification and have joined state and local mediation associations. Commissioners Ellis Hinnant-Will and Cheryl Avery-Hargrove attended training at VPI, August 4-6, 1997. The Commissioners believe the training was very valuable and would aid the Commission immensely. Once these skills are used in the community, the Commission will help engage citizens in discussing and framing issues. Beatriz Amberman also served on the Public Policies Steering Committee with Ellis. The Commission is often invited to attend various organizational meetings and events. Some councils and organizations have requested permanent membership, representing the Human Rights Commission and the following are representative:

<i>OSAT/RAIT</i>	<i>Ellis Hinnant-Will</i>
<i>Virginia Beach School Board</i>	
<i>Diversity Council</i>	<i>Paula Henao</i>
<i>Mayor's Council for the Disabled</i>	<i>Paula Henao</i>
<i>Host 2000</i>	<i>Sylvia Strickland-Primm</i>

HIGHLIGHTS

YOUTH FORUM: Commissioner Gene Woolard chaired the subcommittee for the co-sponsored Youth Forum with Tallwood High School. The Tallwood Students wanted to address the issue of "Stereotypes". The forum helped gain insight into some of the issues the youth of our City face. The HRC wishes to make this an annual event for different schools and subject matter.

P R E S E N T A T I O N

HUMAN RIGHTS COMMISSION

ITEM # 43947 (Continued)

NEPTUNE FESTIVAL PRINCESS SELECTION PROCESS: Due to inquiries to the HRC, a sub-committee, chaired by Helen Shropshire, was formed to explore ways to ensure all students were getting application information. HRC aided in getting applications to a broader base student candidate pool, ultimately leading to greater diversity in Princess representation. Beatriz Amberman, along with Helen Shropshire, participated in the selections for this year.

COMMUNITY CONVERSATION WITH BOARDS AND COMMISSION: Commission members participated in Community Conversation with Boards and Commission held by City Council on October 21, 1997. Commission members indicated that this process was very beneficial and a worthwhile experience for the participants.

REFUGEES AT CITY JAIL: Commission Beatriz Amberman or chaired a committee to investigate reports of mistreatment of federal prisoners at the City Jail. Sheriff Drew helped the Commissioners understand the situation and Gene Woolard and Josh Edwards visited the jail.

SEATAACK COMMUNITY RECREATION CENTER DONATION: HRC discovered some youths in the area were unable to pay the yearly fee for their new Rec Center. The Danny Duva Foundation was contacted and they provided a \$1,500 check for the Virginia Beach Police Athletic League (PAL) to support membership for the Seataack youth at the Seataack Recreation Center. A check in the amount of \$10,000 was contributed and will be used for computers and any other needed equipment. The HRC hopes to encourage more corporate donations.

DECEMBER FORUM AND AWARDS PROGRAM: After the first December Celebration of Human Rights Week, HRC decided to celebrate the wonderful contributions made by citizens to the City. This December will be the Sixth Annual Celebration and the HRC's Fifth year of awards. Last year, 18 awards were presented to individuals, agencies, organizations and businesses and spotlighted entertainment from various cultural backgrounds.

MINORITY ROUND TABLE OF HAMPTON ROADS FORUMS: On March 2, 1998, Commission members attended a Minority Round Table Forum at Old Dominion University, entitled "Problems with English as a Second Language". Commissioners were also invited back as a commission to share goals and explain the work of the HRC. The Minority Round Table also shared what they would like the HRC to accomplish.

"ONE AMERICA IN THE 21ST CENTURY; PRESIDENT'S INITIATIVE ON RACE": Members of the HRC attended this forum at Old Dominion University sponsored by WVEC-TV. Commission members felt that while the dialogue was good, there were concerns the questions were pre-drafted and there was not enough time allowed for dialogue on the various issues. A letter has been forwarded to the President's Commission, but a reply has not been received.

BOXING CLINIC - DANNY DUVA FOUNDATION: The Finance Subcommittee, chaired by Max Bartholemew, met on March 10, 1998, with Sergeant Palmer of the Police Athletic League (PAL) regarding the funds donated by Mr. Lou Duva to offset a boxing clinic and the desire of the Commission that PAL coordinate this effort. Mr. Duva has arranged for Everlast Corporation to provide boxing equipment/supplies valued at \$9,865.89

P R E S E N T A T I O N

HUMAN RIGHTS COMMISSION

ITEM # 43947 (Continued)

UNITY COMMISSION INVITATION: Commissioners Beatriz Amberman and Sylvia Stickland-Primm, and Human Resources Director, Fagan Stackhouse, were invited to the Hampton Unity Commission to present Virginia Beach's Human Rights Commission's successes and operational information. The Unity Commission views HRC as a very diverse commission with goals and missions that mirror theirs.

ISSUE FRAMING WORKSHOP: On November 17-18, 1997, the Commission sponsored an Issue Framing Workshop at the Virginia Beach Pavilion attended by various groups represented throughout the Hampton Roads area.

DIVERSITY THROUGH ENTERTAINMENT: HRC was so impressed by the talent presented at the December Forum, Video Services was requested to "retape" the talent. The program is now airing as "Diversity Through Entertainment". The program is well worth watching, especially noting the talented youths. The HRC hopes to continue offering this type of cultural sharing.

OCEAN FRONT: HRC continues to visit the Ocean Front all Summer. Written reports are sometimes forwarded to the City Manager, after heavily populated weekends. It should be noted that HRC was at the Ocean Front during all hours and on different days, but most visits are during weekend nights from 11:00 P.M. to 2:00 A.M. Commissioners have been at the Ocean Front every Labor Day weekend, since 1992. There has been excellent rapport with the police officers and chaplains on duty and because of the amount of time spent at the Ocean Front, the HRC feels they can offer helpful insight.

RAIT/OSAT/HOST 2000: Elis Hinnant-Will serves as HRC representative on the RAIT and OSAT teams. The commitment to RAIT has been one of true dedication, requiring weekly meetings, during the first 18 months. Sylvia Stickland-Primm represents the Commission on Host 2000, a sub-committee of OSAT.

WEB PAGE: Continuing with the outreach to the Community, HRC has enhanced the City's web page by adding "See More" to the Human Rights Commission portion. This site will continue to be improved, keeping this as current as possible and linking to other community and cultural sites, including the Virginia Association of Human Rights Commissioners. The HRC would like the City's support in creating a more interesting and useful page for the Boards and Commissions.

VIRGINIA ASSOCIATION OF HUMAN RIGHTS COMMISSIONERS: Virginia Beach has hosted the annual meeting of the Virginia Association of Human Rights Commissioners for the past three years. The Association loves coming to the Beach for the meeting and usually has visitors from all Hampton Roads cities. All of the members of HRC have found the membership to be very advantageous. Information is shared through meetings and by E-Mail, which keep HRC current on statewide events. The new Vice President of the Virginia Association is Mr. Fagan Stackhouse.

The HRC had one formal meeting and on sub-committee working meeting to review the information compiled by the Human Resources Department relative **Hate Graffiti**. The HRC will meet again on September First and plans to finalize a list of recommendations. It is hoped to develop a model for other cities. The final DRAFT of the report: **"Coming Together: Aftermath and Beyond"** is hereby made a part of the record.

CITY MANAGER'S BRIEFINGS

WATER EMERGENCY ORDINANCE

1:50 P.M.

ITEM # 43948

Clarence Warnstaff, Director of Public Utilities, advised in February 1992, the City enacted a **Water Emergency Ordinance** to conserve the public water supply until the **Lake Gaston Project** was completed. The **Water Emergency Ordinance** included two parts. The first part involved water use restrictions applied to the existing customer base. Essentially, the ordinance prohibited the outdoor use of City Water for lawn watering, car washing and other non-essential purposes. The second part involved a Moratorium on extension of the City water distribution system. Because a consequence of the Ordinance was that some development would turn to groundwater in lieu of City water, the ordinance included provisions which required the developer to (1) **demonstrate that an adequate interim supply of groundwater existed for the development and (2) construct the on-site water distribution system for use when the Lake Gaston project was operational.** In November 1997, the City amended the **Water Emergency Ordinance** to eliminate the water use restrictions with respect to the existing customer base and to allow existing properties that had developed using groundwater to connect to the water system. The Lake Gaston project was completed in late 1997 and put into service on January 1, 1998. However, Norfolk had been delayed from initiating a number of raw water projects in Suffolk and was able to transmit and treat only **80% of Virginia Beach's share of the Lake Gaston project capacity.** Virginia Beach could not be certain, at that time, that its water demand would not exceed the maximum capacity Norfolk could provide, pending the completion of the raw water projects in Suffolk. In order to limit potential water demand until the projects in Suffolk were farther along, the City **did not eliminate the moratorium on extensions of the water system of new properties** that developed after November 1997. Prior development, which had relied upon groundwater in the prior six years, were allowed to connect. Over a 6-year period, the City had authorized approximately 3,000 lots in Virginia Beach to utilize groundwater. Of those 3,000 lots, there were approximately 1300 homes which had been built. In addition, homes were allowed to be served by the City's Capital Improvement Program when water services are extended to neighborhoods utilizing wells. Lots adjacent to water mains were allowed to connect.

The total pumpage of water from the **Lake Gaston project into the Norfolk water system** through July 31, 1998, has been **4.0-BILLION gallons**, or an average of **18.8-MILLION gallons per day.** The maximum month was **July at 34.6-MILLION gallons per day.** Construction at the **Moore's Bridges Water Treatment Plant** will be completed in 1998. At this time, the **treatment plant is fully functional** from a capacity standpoint and treatment plant capacity is no longer a limiting factor. The **raw water transmission projects** in Suffolk include three pipeline projects and a new Western Branch pump station. All pipeline work is scheduled for completion in the Spring of 1999. The Western Branch pump station is scheduled for completion in the Spring 2000.

Until the Western Branch pump station is completed, the capacity available to Virginia Beach is an **annual average of 36 mgd.** This is the same as presented in November of 1997; however, in the context of the availability of the Gaston project, the treatment plant completion and raw water transmission pipeline work are on track to be finished before next Summer, **confidence in the 36 mgd capacity limit is much greater.** In fact, the **36 mgd capacity limit** is now viewed as a very conservative, lower limit as opposed to last Fall when it was considered an upper limit. The City's Fiscal Year 1998 annual average water demand was **32 mgd.** In the Fall of 1997, fiscal year 1999 water demand was projected to be **34 mgd.** However, that projection is likely to be high. Many private wells have been installed and customers have retained much of their conservation habits. Based upon water demand data collected from April 1998 through July 1998, **fiscal year 1999 water demand** will probably be about **33.5 mgd.** As a result, it is unlikely that Virginia Beach's annual average demand will **exceed 36 mgd** before Norfolk completes all of its raw water transmission projects. In fact, for annual average water demand to reach **36 mgd** in the next year, per capita water demand would have to increase by 5%, and another **10,000 people (3,500 - 4,000 new housing units)** would have to be added to the system. Three alternatives have been identified:

- (1) **Take no action and leave the existing Water Emergency Ordinance in place.**
- (2) **Repeal the Ordinance in its entirety.**
- (3) **Repeal the Ordinance in its entirety, but allocate the water supply so that a certain quantity is allocated for non-residential demand.**

August 25, 1998

CITY MANAGER'S BRIEFINGS

WATER EMERGENCY ORDINANCE

ITEM # 43948 (Continued)

The current split between residential water demand and non-residential water demand is 81% and 19%, respectively. One allocation proposed below would allow for a long-term split of 75% and 25%, respectively:

PROPOSED WATER SUPPLY ALLOCATION			
	Existing Demand	New Demand	Total Demand
Residential	25.9 mgd	8.9 mgd	33.9 mgd
Non-Residential	6.1 mgd	5.0 mgd	11.1 mgd
Total	32.0 mgd	13.0 mgd	45.0 mgd

*The Water Task Force has reviewed and discussed the alternatives above and recommends **Alternative 3**.*

*Mr. Warnstaff advised the **3,000 lots**, which were allocated for groundwater and are now eligible for City Water, do not constitute a large amount of water. If all **3,000 lots** came on to the system instantly, the increase in water demand would be approximately **6/10 of 1-MILLION gallons per day**. The equivalent of **1-MILLION gallons per day** would equate to **40,000 residential units**.*

Information shall be provided relative the properties already zoned and the water hook-ups which will be required.

*An Ordinance will be **SCHEDULED** for a City Council Session to **REPEAL the Water Emergency Ordinance** and allocate the water supply as depicted. The mandatory connection provision has not been in place and this will be recommended for reinstatement with the earliest effective date being January 2000.*

CITY MANAGER'S BRIEFINGS

THIRD CROSSING AND SOUTHEASTERN PARKWAY/GREENBELT

2:25 P.M.

ITEM # 43949

The City Manager referenced correspondence of August 25, 1998, from Roberto Fonseca-Martinez, Division Administrator - U.S. Department of Transportation, Federal Highway Administration, to Mayor Meyera E. Oberndorf and Mayor William E. Ward. The Administration responded to Virginia Beach's and Chesapeake's request for an additional extension to the mutually agreed date for the FHWA to decide upon the viability of the **Southeastern Parkway and Greenbelt** as a future federal aid highway project. Although the development of the **Southeastern Parkway and Greenbelt** has had, until now, the highest priority and dedication of staff resources, the Federal Highway Administration **will suspend indefinitely their activity to finalize the environmental impact statement** required by the National Environmental Policy Act for this project on **September First**. Thus, federal-aid highway funds cannot be used for the design, right-of-way acquisition or construction of the proposed project. Their decision is necessary because they are doubtful of ultimately receiving the collaboration and cooperation of the City of Chesapeake required to implement the **mitigation plan** to adequately address the proposed project's wetland impacts. Said letter is hereby made a part of the record.

Robert Matthias, Assistant to the City Manager, introduced Dwight Farmer, Chief Transportation Planner, Hampton Roads Planning District Commission, to discuss improvements on **I-64**. Levels of **congestion along I-64** are currently serious and are expected to be considerably worse. Mr. Farmer distributed a **DRAFT of a Preferred Alternative** by the Consultant and Advisory Committee. The **Major Investment Study of I-64** has been underway for approximately 1 year. The **Preferred Alternative** has several elements:

Minimum of three lanes (unrestricted) in each direction, non HOV:
James City Council and Williamsburg are worried about the visual impact of widening to 6 lanes. There is also concern an HOV lane will be recommended to be included in each direction as far west as Route 199, which is the Busch Gardens Exit. This would leave an 8-lane facility in place by the year 2015.

A moderate level of rail service (meaning a 110 mph speed capability):
This is considerably less costly than 125 mph. The Advisory Committee is recommending the capacity involved in the high speed rail concept be worked into the lower speed concept. This would mean upgrading and double tracking passenger freight service between Newport News and Richmond (the I-95 Corridor).

Mr. Farmer has examined the Hampton Roads Crossing data at the New Kent/James City County Line between Richmond and Hampton Roads. On a typical day, **50% of that traffic, has a trip into South Hampton Roads. 16% of the traffic at the Hampton Roads Bridge Tunnel has a trip into Virginia Beach.** The only solution to all the projected congestion in 2015 would be **four lanes unrestricted in both directions plus the HOV lane to eliminate all the projected congestion.** The **Locally Preferred Alternative** (3 lanes plus 1 HOV in each direction) would entail a cost of approximately **\$1-BILLION for the 76-mile stretch** between Peninsula and Richmond. The rail alternative would cost approximately **\$200-MILLION.** The **Metropolitan Planning Organization** or the **Executive Committee of the Hampton Roads Planning District** will have to make a decision relative the **Locally Preferred Alternative.**

Robert Matthias advised the staff has been trying repeatedly to have VDOT take a comprehensive approach, coordinate the **MIS for the Third Crossing, the I-64 and 460 improvements.** VDOT is now reviewing same.

Dale Castellow, Transportation Planner, discussed the **TransAmerica Corridor Study** and the **Third Crossing.** VDOT, the Federal Highway and the West Virginia Department of Transportation has undertaken a study to determine the feasibility of improvements along a **387-mile corridor extending from Beckley, West Virginia, to Virginia Beach.** This study is a "spin-off" of a larger one legislated by Congress which reviewed a "Coast-to-Coast" Highway. The conclusions of that study were that with the existing Interstate System, there was not really a need for another "Coast-to-Coast" highway; however, there were segments that needed further study. The particular segment from Beckley, West Virginia, to Virginia Beach was one of these. The segment extends on **I-64 from Beckley to U.S. 220 from Clifton Forge to Roanoke and U.S. 460 to Bowers Hill. At Bowers Hill, it transitions back in with I-64 in Chesapeake, at which point it would spin off and the southern route would be the Southeastern Parkway or connect to Route 44 to the Ocean Front.**

August 25, 1998

CITY MANAGER'S BRIEFINGS

THIRD CROSSING AND SOUTHEASTERN PARKWAY/GREENBELT

ITEM # 43949 (Continued)

As for purpose and need of the Corridor, the Consultant identified several points:

- Provide additional capacity to serve growing demand in this corridor.***
- Improve geometrics and motorists' safety along the Corridor***
- Enhance Hurricane-Storm Evacuation Route.***
- Improve System Linkages along the Corridor with other Primary Routes and Major Arterials.***
- Enhance Economic Development Opportunities in the Corridor.***

An Alternatives Analysis was recently prepared by the Consultant. This essentially defines the level and types of improvements needed in the Corridor. This Analysis focuses on three alternatives:

- (1) **Limited Access** - Essentially freeway type improvements, one being a new location, which may not exactly follow in the footprint of existing U.S. 460 and the other routes to the West.*
- (2) **Local Improvement** - Focuses on US 460, and focuses on geometric, intersection and capacity improvements on the existing route.*
- (3) **No Build Alternative** - Focus only on those improvements which are committed in VDOT'S 6-year plan.*

*Once the Consultant has distributed the alternatives for local comment, they will embark on a screening process (**Corridor Strategy Report**). This information will be presented to the City and distributed to the MPO. VDOT has assured they will review the relationship between any improvements here with the improvements on I-64. Mr. Matthias advised **50% of the cars on I-64 at New Kent County have a south side destination or origin, either starting south of the James River or ending south of the James River.** So, why not take 50% of those cars and place them on Route 460. The Port of Hampton Roads is handling **1-MILLION containers a year and within 10 to 15 years, the port will double the amount of containers.** Many of these containers are going up Route 460, which will triple the amount of truck traffic. The west coast is receiving a lot of Pacific Rim traffic as they move to Pakistan and India for cheaper labor. Thus, **Hampton Roads will probably become the pre-eminent container port on the East Coast and begin carrying as much traffic as the West Coast ports.** Therefore, the ports are interested in a **Third Crossing** as they are interested in building a new container terminal at Craney Island.*

*Mr. Castellow advised the **I-264 designation for Route 44 has been approved by the Federal Government.** The Richmond Office has been supportive is recommending same. However, the City has not received a date when this official designation will be effective.*

Mr. Matthias advised the American Society of Highway Transportation Officials have to meet twice and approve the redesignation. They have a concern as Route 44 only has one lane coming off I-64 in either direction coming into Virginia Beach. They have advised this might be the reason they will not allow the redesignation to go forward.

*Mr. Castellow discussed the **Third Crossing of Hampton Roads.** The **Environmental Impact Statement** preparation for the **Third Crossing** has just commenced.*

PRIMARY OBJECTIVES OF THE MAJOR INVESTMENT STUDY

<i>Establish Purpose and Need</i>	<i>1994</i>
<i>Develop Specific Study Corridors</i> <i>11 Corridors were investigated</i>	<i>1995-96</i>
<i>Selection of a locally Preferred Alternative by the MPO</i>	<i>July 1997</i>
<i>CTB Endorsement of the MPO'S Locally Preferred Alternative</i>	<i>September 1997</i>
<i>Initiate the NEPTA EIS Process</i>	<i>April 1998</i>

CITY MANAGER'S BRIEFINGS

THIRD CROSSING AND SOUTHEASTERN PARKWAY/GREENBELT

ITEM # 43949 (Continued)

SELECTION CRITERIA

Reduce volumes at Hampton Roads Bridge Tunnel by 10% or more.

Address existing and future regional Origin and Destinations

Connect to ports and major freight corridors

Connect to controlled access freeways

Relative cost - \$ 2 1/2-BILLION

Relative ease of implementation

Transportation Corridor 9 was selected by the MPO as the Locally Preferred Alternative with an estimated \$2.4-BILLION investment.

CORRIDOR 9

Best met regional purpose and need based on findings of the MIS

Reduces congestion at HRBT by total of 26%

Directly connects ports and military

Directly connects freight corridors

Directly connects to existing freeways.

Can be stage constructed in usable sections.

Consistent with regional multimodal planning.

WHY A CONNECTION TO CRANEY ISLAND AND VA 164

Contributes additional 2% reduction at HRBT

New & improved access to Portsmouth Marine Terminal

Connection to potential 4th Marine Terminal on Craney Island

Improved access between Naval Base Norfolk and naval installations located in Portsmouth

Provides a diversion point.

Reduces projected 2015 traffic volumes on Hampton Boulevard and the Midtown Tunnel.

The Environmental Impact Statement commenced April 1998. EIS must meet test of legal sufficiency for alternatives analysis. The MIS is not the NEPA document. The EIS alternatives include: No-Build Alternative; Candidate Build Alternative 1: within I-64 corridor; and, LPA Candidate Build Alternative 9; within I-664 corridor. A signed DEIS is anticipated by the Summer of 1999. Public Hearings are scheduled for the same Summer with a signed FEIS by the Fall of 1999 and a Record of Decision by Winter 1999-2000. The study was a legislative act of the General Assembly which appropriated \$6.2-MILLION, \$5-MILLION of which went to the development of the MIS and the remaining will be utilized to start the Environmental Impact Statement. Mr. Matthias advised there are additional funds in ISTE.

August 25, 1998

CITY MANAGER'S BRIEFINGS

THIRD CROSSING AND SOUTHEASTERN PARKWAY/GREENBELT

ITEM # 43949 (Continued)

Mr. Matthias displayed a map depicting the route of the Southeastern Parkway/Greenbelt. The map in the newspaper accompanied by a series of articles was incorrect. Elbow Road at the present time is a two-lane road carrying approximately 15,000 -18,000 cars per day with a design capacity of approximately 6500. This is a major problem for Chesapeake. As part of the environmental process, the City stated they would physically do away with Elbow Road and utilize the existing footprint of Elbow Road to reduce the wetland impacts. The natural hydrology will be replaced. Therefore, the Parkway will be an environmental enhancement by replacing or restoring the natural hydrology. There will also be extensive bridging at the other creeks. Wetland takes have been reduced to approximately 150 acres and it is believed they will be further reduced. Approximately 2/3 of the wetlands are in Virginia Beach and 1/3 in Chesapeake. Mitigation will be accomplished by restoring 400 acres of wetlands back to their natural state and the remainder of the property (approximately 1600 acres) will be done in preservation. Just within the corridor of the Parkway, approximately 8,000 acres of land has been identified which could be placed into the mitigation package. The Final Draft of the Environmental Impact Statement was distributed in 1994. As these EIS's have a three-year shelf life, this expired in September of last year. Since that time, the City has been working with the Federal Government and the City of Chesapeake with extensions. Chesapeake has been requested to adopt a Resolution to accept the alignment and approve the mitigation package in concept.

**POSITIVE IMPACTS ON THE CITY OF CHESAPEAKE
OF THE SOUTHEASTERN PARKWAY AND GREENBELT**

Relieve Chesapeake from the need to improve Elbow Road

Create several hundred acres of prime commercial industrial property at the interchange of the Southeastern Parkway & Greenbelt and Centerville Road.

Improve access from central Virginia Beach to Greenbrier Mall and the Greenbrier area generally.

Provide a growth control mechanism for the Elbow Road corridor.

Of the 23 road segments analyzed in the EIS (Table 4-1 on page 4-4) 16 segments had improvements i.e. less traffic. This range from a low of .62% to a high of 27.21% improvements. The average improvements for these 16 links was 10.69%. Of the six links that showed deterioration, the average was 6.95%.

The above analysis included a reduction in 17,000 cars per day on I-64 between Battlefield Boulevard & Greenbrier, and 15,700 off of Kempsville Road between Battlefield Boulevard and Butts Station Road.

As part of these deliberations., Chesapeake is guaranteed to have six lanes on Oak Grove connector when the parkway is built, and also for the HOV lanes to be built at no cost to Chesapeake.

This proposal is backed by the Hampton Roads Chamber of Commerce, Armada Hoffler, Inc., the management of Greenbrier Mall and the management of CBN.

The Southeastern Parkway & Greenbelt is, and has been, a part of the Regional Transportation Plan and part of the fiscally constrained conforming plan for air quality. The effectiveness of the regional transportation network is dependent on the capacity to be provided by the Southeastern Parkway & Greenbelt being in existence.

It is the regional thing to do.

System Efficiency - freeway moves large volumes safely - this feature attracts users from Elbow Road, Mount Pleasant, Military Highway, Kempsville Road, Centerville Turnpike, Lynnhaven Parkway and Dam Neck Road.

Multimodal Opportunity- bike lanes, SOV, HOV and transit corridor

Congestion Reduction - 36% in daily VHD, average speeds improve 12% from 33.2 to 37.2 mph, VHT reduced by 6% , savings in delay translates to \$32-MILLION per year.

Safety Enhancement - 61% fewer fatalities per 100-MILLION VMT on a freeway vs arterial, 75% fewer fatalities than secondaries, 64% fewer accidents with injuries than arterials and 78% fewer accidents with injuries than secondaries.

Travel Time Reduction 150% - I-64.

August 25, 1998

CITY MANAGER'S BRIEFINGS

THIRD CROSSING AND SOUTHEASTERN PARKWAY/GREENBELT

ITEM # 43949 (Continued)

Facilitate Trips to Chesapeake Employment Centers

Hurricane Evacuation

Reduced CO loadings - 40 to 50 tons per day

Environmental Enhancement - mitigation package will protect and preserve the Stumpy Lake and North Landing River watershed.

*Mr. Matthias advised total cost for the **Southeastern Parkway and Greenbelt Financial Plan** in Virginia Beach is **\$357,654,918**, which includes mitigation, and an estimated cost for the enhancements for the aesthetic qualities. The added cost for the aesthetic additions could not be more than 10% of the total cost of the project (approximately \$30-MILLION).*

VDOT ALLOCATION	\$ 224,800,000
CITY CAPITAL IMPROVEMENT PROGRAM	\$ 57,854,918
NATIONAL HIGHWAY FUNDING	\$ 75,000,000*

**The Federal Highway Administration has advised the federal aid highway funds cannot be used for the design, right-of-way acquisition or construction of the proposed project as they are doubtful of collaboration and cooperation of the City of Chesapeake which is required to implement the mitigation plan to adequately address the proposed project's wetland impacts.*

Mr. Matthias displayed a Financial Plan dividing the project into three phases:

PHASE 1: Route 44 to Dam Neck Road	
Total Cost	\$ 132.8-MILLION
PHASE II: Dam Neck Road to Princess Anne Road	
Total Cost	\$ 87.5-MILLION
PHASE III: Princess Anne Road to Indian River Road	
Total Cost	\$ 104.3-MILLION

AGENDA REVIEW SESSION

3:55 P.M.

ITEM # 43950

*Councilman Branch referenced his discussion with representatives in Chesapeake. Chesapeake requests support by Virginia Beach for improvements to Route 168 and 17. Perhaps a resolution would assist in conveying that Virginia Beach understands their transportation plan. Councilman Branch requested the following Resolution be **ADDED TO THE AGENDA**:*

*Resolution in support of **improvements to Routes 17 and 168** requesting the **Commonwealth Transportation Board** expedite construction. Council Lady Parker inquired relative the laws concerning **police pursuit**.*

Mayor Oberndorf advised Virginia Beach has advised their support of these Routes. There was never a question that the City has always supported Chesapeake relative these routes.

Robert Matthias advised Route 168 is a public-private partnership proposal and it a \$114-MILLION project with tolls of approximately \$3.00. Route 17 is fully funded in the 6-year Plan (from Route 104 Dominion Boulevard south to the North Carolina line). North of there is a project called Dominion Boulevard which is between \$75-MILLION and \$200-MILLION. It is twin bridges over the Intercoastal Waterway. Chesapeake is now discussing improving Rt. 17 north of Dominion Boulevard up through Deep Creek into the Interstate System.

ITEM # 43951

J.7. Ordinance re temporary encroachments:

- a. *Into a portion of the City's right-of-way by **GREAT NECK BAPTIST CHURCH** to construct and maintain **two (2) directional signs** at the intersections of Great Neck Road/Old Donation Parkway and Inlynnview Road (DISTRICT 5 - LYNNHAVEN)*

Councilman Harrison advised he will be making a MOTION to Deny this Ordinance.

ITEM # 43953

*Ordinance to authorize the City Manager to declare a **Local Emergency** in threat of Hurricane "**Bonnie**".*

*This Ordinance will be **ADDED** to the Agenda.*

ITEM # 43952

*BY CONSENSUS, the following items shall compose the **CONSENT AGENDA**:*

ORDINANCES

J.1 *Ordinance to authorize the acquisition of Agricultural Land Preservation Easements (ARP) and the issuance by the City of its contract obligations (DISTRICT 7 - PRINCESS ANNE).*

- a. *John A. Baum - 153.77 Acres - \$221,548.00
Installment Purchase Agreement No. 1998-22*

J.2. *Ordinance to **AMEND** the City Code by **ADDING** a new section, Section 23-11.3 prohibiting any person from directing a laser beam from a pen, flashlight or similar device into the eyes of another person.*

AGENDA REVIEW SESSION

ITEM # 43952 (Continued)

- J.3. Ordinance to **ACCEPT** and **APPROPRIATE** a \$80,000 Grant from the Federal Emergency Management Agency (FEMA) to the Fire Department's FY 1998-1999 Operating Budget re supporting the operations of the **FEMA Urban Search and Rescue Team, Virginia Task Force No. 2**; and, increase the estimated revenue from the federal government accordingly.
- J.4. Ordinance to **ACCEPT** and **APPROPRIATE** a \$75,000 Grant from the Virginia Department of Criminal Justice Services (VDCJS); **TRANSFER** \$25,000 from the General Fund Reserve for Contingencies for grant matches to the FY 1998-1999 Operating Budget of the Department of Social Services re operating the **Youth Intervention Team** on a year-round basis; and, increase the estimated revenue from the Commonwealth of Virginia accordingly.
- J.5. Ordinance to **TRANSFER** \$44,900 from the FY 1998-1999 Operating Budget's General Fund Reserve for Contingencies to the City Council's FY 1998-1999 Operating Budget re extending **lobbying contract with Vectre Corporation**.
- J.6. Ordinance to authorize **acquisition of a visibility easement** to be conveyed to the City of Virginia Beach, Virginia, at the **intersection of South Fir Avenue and Bonney Road (CIP 2-285.32)** re improvement of **traffic safety**, either by agreement or condemnation.
- J. 7. Ordinances re **temporary encroachments**:
- b. Into a portion of the City's 20' drainage easement by **ROBERT L. and JOYCE M. GUNTER** to construct and maintain a **wooden pier and stone rip rap** at the rear of 5205 Executive Boulevard, Point of View (DISTRICT 2 - KEMPSVILLE)
 - c. Into a portion of the City's variable width impoundment easement designated as "LAKE" by **DR. RONALD E. MODLINGER** to construct and maintain a floating 8' x 10' **wooden dock** at the rear of 2188 Bierce Drive, Red Mill Farm (DISTRICT 7 - PRINCESS ANNE)

J.8 License Refunds - \$16,657.07

RESOLUTION

- K.1 Resolution to refer to the Planning Commission proposed amendments to the City Zoning Ordinance (CZO) re **Personal Watercraft (PWC)** rentals.

Council Lady McClanan will vote a **VERBAL NAY** on J.1.a.

AGENDA REVIEW SESSION

ITEM # 43953

- L. 3 Application of **EXXON CORP.**, for a Conditional Use Permit for a gasoline station in conjunction with a convenience store at the Southwest corner of Virginia Beach Boulevard and Rosemont Road (3673 Virginia Beach Boulevard), containing 36.154.8 square feet (DISTRICT 5 - LYNNHAVEN).

Councilman Harrison has requested the applicant to bring a photograph of the proposed application. Council Lady Eure referenced the beautiful station in Chesapeake and totally disagreed with this design and requested the application be REFERRED BACK TO THE PLANNING COMMISSION.

This application will be discussed during the Formal Session

ITEM # 43954

- L.7 Applications of **ELDER HEALTHCARE DEVELOPERS, L.L.C.**, at the Southwest intersection of Holland Road and South Independence Boulevard, containing 7.787 acres (DISTRICT 2 - KEMPSVILLE):
- a. Change of Zoning District Classification from B-2 Community Business District to O-1 Office District
 - b. Conditional Use Permit for assisted living

The City Manager advised Council Lady Parker a signal light is not proposed for this location on Independence Boulevard.

ITEM # 43955

- L. 8 Application of **McGINNIS REALTY & DEVELOPMENT COMPANY** for a Conditional Change of Zoning District Classification from AG-1 and AG-2 Agricultural Districts to Conditional R-10 Residential District on the East side of Holland Road beginning at a point 284.20 feet South of Saville Garden Way, containing 13 acres (DISTRICT 7 - PRINCESS ANNE).

Vice Mayor Sessoms advised this item must be discussed during FORMAL SESSION relative an issue of access from an adjoining parcel of property. Attorney Edward Bourdon will speak relative this item.

ITEM # 43956

- L.9 Application of **CHICK'S BEACH I, LLC**, for a Change of Zoning District Classification from B-1 Neighborhood Business District and R-5R Residential Resort District to R-2.5 Residential Townhouse District with a PD-H2 Planned Unit Development District Overlay on the West side of Pleasure House Road, North of Lee Avenue (2529 Pleasure House Road), containing .9671 acre (DISTRICT 4 - BAYSIDE), subject to:

Councilman Jones expressed concern relative the side on the property line back up to the single family residential There is no indication of a fence. This will be discussed during the FORMAL SESSION.

ITEM # 43957

BY CONSENSUS, the following items shall compose the **PLANNING BY CONSENT AGENDA:**

- L.2. Application of **KURT and LAURIE NEITZKE** for a Variance to Section 4.4(d) of the Subdivision Ordinance which requires all newly created lots must have direct access to a public street at 4400 Shore Drive (DISTRICT 4 - BAYSIDE).

AGENDA REVIEW SESSION

ITEM # 43957 (Continued)

- L.4 Application of **CHURCH OF GOD OF PROPHERCY** for a Conditional Use Permit for a day care facility on the West side of Princess Anne Road, South of Baxter Road (4788 Princess Anne Road), containing 2 acres (DISTRICT 2 - KEMPSVILLE).*
- L.5 Application of **AZALEA GARDEN CHURCH OF GOD** for a Conditional Use Permit for a church and school/day-care on the West side of Centerville Turnpike South of Jack Sears Road (1541 Centerville Turnpike), containing 8.92 acres more or less (DISTRICT 1 - CENTERVILLE).*
- L.6. Application of **SPRING BRANCH COMMUNITY CHURCH** for a Conditional Use Permit for a church and related facilities on the East side of North Great Neck Road, North of Harbor Lane (1510 North Great Neck Road), containing 9.1 acres (DISTRICT 5 - LYNNHAVEN).*
- L.7. Applications of **ELDER HEALTHCARE DEVELOPERS, L.L.C.**, at the Southwest intersection of Holland Road and South Independence Boulevard, containing 7.787 acres (DISTRICT 2 - KEMPSVILLE):*

 - a, Change of Zoning District Classification from B-2 Community Business District to O-1 Office District*
 - b. Conditional Use Permit for an assisted living facility*

CITY COUNCIL CONCERNS

4:03 P.M.

ITEM # 43959

Mayor Oberndorf advised the City Manager of Bangor, Northern Ireland and Mayor Joe Riley of Charleston, South Carolina, had called expressing concern and offering support relative **Hurricane Bonnie**. Mayor Oberndorf advised one of the major television stations (Today Show) is coming to Virginia Beach.

ITEM # 43960

Council Lady Henley referenced the TRT meeting. There was one direct issue which would affect Virginia Beach relative **route changes**. A memorandum has been forwarded to Members of City Council. Councilman Weeks advised a Public Hearing is scheduled for Thursday, August 27, 1998, in Norfolk. A Public Hearing has been held on this particular route change previously at the ODU/NSU Graduate Center on Virginia Beach Boulevard. There was only one person in attendance. However, correspondence has been received relative this issue.

ITEM # 43961

Vice Mayor Sessoms advised he wished to **ADD under NEW BUSINESS**, an item to extend the termination date of the Resort Area Advisory Commission as an appointive commission from August 31, 1998, to September 30, 1998. This will allow the staff additional time to review proposed revisions to the Commission's purpose, charge, composition and organization.

ITEM # 43962

The City Attorney referenced an **Amendment to the Minutes of the City Council Session of August 18, 1998**.

Option "H" (addition of Sunday hours at 5 sites) for the Ordinance authorizing the issuance of General Obligation Bonds of the City for the purpose of financing, subject to the approval of qualified voters in the November 1998 election: Modernization, renovation and/or construction of **Public Library projects in the maximum amount of ~~\$15,961,501~~, \$15,960,000**, which will require an increase in the City's real estate tax rate of no more than 1.7 cents per \$100 of assessed value.

The City Attorney advised bonds must be issued in \$5,000 increments and thus the amount must be rounded to **\$15,960,000**.

Mayor Oberndorf referenced conversation with a citizen opposed to the Referendum. A member of the General Assembly had advised him that real estate assessments were not to be performed each year only every five years.

The City Attorney advised he will provide the citizens information relative the **State Code Sections** concerning **assessments**.

ITEM # 43963

Councilman Harrison referenced the **Western Branch Dredging Project** coming out to bid this September. Councilman Harrison has received calls from residents in neighborhoods with private dredging add-ons for the same contractor believe they are having problems from receiving 100% participation with the neighbors to contribute for private channel dredging. They do not want to lose the opportunity to have a private channel dredged, but do not feel it is fair that **88% of the neighborhood is contributing so that 12% receives a "free ride"**.

Councilman Harrison advised the residents are interested if their circumstances compare to the **special tax district imposed in Sandbridge**. The City Attorney will met with George Tzavaras - Public Works. A "key" ingredient is whether the City owns this inlet. If it privately owned, this cannot be done. Councilman Jones has also had concerns expressed to him.

August 25, 1998

CITY COUNCIL CONCERNS

ITEM # 43964

*Mayor Oberndorf advised Councilman Heischober was the center of attention at the **Community Relations Reception** at Fort Story. Councilman Heischober was the Battery Commander at that time. He supervised **thirty-six (36) German Prisoners of War** for the construction of the **Fort Story Club**. A portion of the concrete foundation, bearing the date and the German POWs' initials, was uncovered and lighted for viewing during the reception Sunday, August 23, 1998. This was very impressive. Councilman Heischober was very excited.*

ITEM # 43965

*Mayor Meyera E. Oberndorf called to order the **INFORMAL SESSION** of the **VIRGINIA BEACH CITY COUNCIL** in the City Council Conference Room, City Hall Building, on Tuesday, August 25, 1998, at 4:16 P.M..*

Council Members Present:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Absent:

Harold Heischober

August 25, 1998

ITEM # 43966

Mayor Meyera E. Oberndorf entertained a motion to permit City Council to conduct its **EXECUTIVE SESSION**, pursuant to Section 2.1-344, Code of Virginia, as amended, for the following purpose:

PERSONNEL MATTERS: Discussion or consideration of or interviews of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees pursuant to Section 2.1-344 (A) (1).

To Wit:

Boards and Commissions:

Development Authority

Parks and Recreation Commission

Public Library Board

Southeastern Hampton Roads Disability Services Board

Wetlands Board

City Attorney's Office:

Personnel Issue

PUBLICLY-HELD PROPERTY: Discussion or consideration of the condition, acquisition, or use of real property for public purpose, or of the disposition of publicly-held property, or of plans for the future of an institution which could affect the value of property owned or desirable for ownership by such institution pursuant to Section 2.1-344(A)(3).

To-Wit:

Acquisition of Property - Rose Hall District

LEGAL MATTERS: Consultation with legal counsel or briefings by staff members, consultants, or attorneys pertaining to actual or probable litigation, or other specific legal matters requesting the provision of legal advice by counsel pursuant to Section 2.1-344(A)(7).

To-Wit:

Contractual Negotiation - Spofrtspx

M & G v. City of Virginia Beach

City of Virginia Beach v. Yacht Sales and
Virginia Beach Fishing Center

Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council voted to proceed into **EXECUTIVE SESSION**.

Voting: 10-0

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr.,
Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E.
Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A.
M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

FORMAL SESSION
VIRGINIA BEACH CITY COUNCIL

August 25, 1998

6:00 P.M.

*Mayor Meyera E. Oberndorf called to order the **FORMAL SESSION** of the **VIRGINIA BEACH CITY COUNCIL** in the Council Chamber, City Hall Building, on Tuesday, August 25, 1998, at 6:00 P.M.*

Council Members Present:

*Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr.,
Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera
E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr.
and A. M. "Don" Weeks*

Council Members Absent:

Harold Heischober

[TESTS BEING CONDUCTED AT HOSPITAL]

INVOCATION: *Captain James Palmer
Chaplain - Fort Story*

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

Vice Mayor Sessoms, being a Corporate Officer of Wachovia Bank, disclosed there were no matters on the agenda in which he has a "personal interest", as defined in the Act, either individually or in his capacity as an officer of Wachovia Bank. The Vice Mayor regularly makes this Disclosure as he may not know of the Bank's interest in any application that may come before City Council. Vice Mayor Sessoms' letter of January 1, 1998, is hereby made a part of the record.

August 25, 1998

Item VI-E.

**CERTIFICATION OF
EXECUTIVE SESSION**

ITEM # 43967

Upon motion by Vice Mayor Sessoms, seconded by Councilman Jones, City Council CERTIFIED THE EXECUTIVE SESSION TO BE IN ACCORDANCE WITH THE MOTION TO RECESS.

Only public business matters lawfully exempted from Open Meeting requirements by Virginia law were discussed in Executive Session to which this certification resolution applies;

AND,

Only such public business matters as were identified in the motion convening the Executive Session were heard, discussed or considered by Virginia Beach City Council.

Voting: 10-0

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998



Resolution

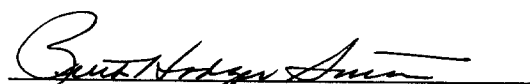
CERTIFICATION OF EXECUTIVE SESSION

VIRGINIA BEACH CITY COUNCIL

WHEREAS: The Virginia Beach City Council convened into **EXECUTIVE SESSION**, pursuant to the affirmative vote recorded in *ITEM # 43966, Page 21*, and in accordance with the provisions of The **Virginia Freedom of Information Act**; and,

WHEREAS: Section 2.1-344. of the Code of Virginia requires a **certification** by the governing body that such Executive Session was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED: That the Virginia Beach City Council hereby certifies that, to the best of each member's knowledge, (a) only public business matters lawfully exempted from Open Meeting requirements by Virginia law were discussed in Executive Session to which this certification resolution applies; and, (b) only such public business matters as were identified in the motion convening this Executive Session were heard, discussed or considered by Virginia Beach City Council.


Ruth Hodges Smith, CMC/AAE
City Clerk

August 25, 1998

Item VI-F.1.a.

MINUTES

ITEM # 43968

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Jones, City Council **APPROVED** the Minutes of the **INFORMAL AND FORMAL SESSIONS of August 11, 1998.***

Voting: 10-0

Council Members Voting Aye:

*Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr.,
Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera
E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr.
and A. M. "Don" Weeks*

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Item VI-F.1.b.

MINUTES

ITEM # 43969

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Jones, City Council **APPROVED, AS AMENDED**, the Minutes of the **SPECIAL FORMAL SESSION** of August 18, 1998.*

*Option "H" (addition of Sunday hours at 5 sites) for the Ordinance **authorizing the issuance** of General Obligation Bonds of the City for the purpose of financing, subject to the approval of qualified voters in the November 1998 election: Modernization, renovation and/or construction of Public Library projects in the maximum amount of ~~\$15,961,501~~, **\$15,960,000**, which will require an increase in the City's real estate tax rate of no more than 1.7 cents per \$100 of assessed value.*

*The City Attorney advised bonds must be issued in \$5,000 increments and thus the amount must be rounded to **\$15,960,000**.*

Voting: 10-0

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

1 AN ORDINANCE AUTHORIZING THE ISSUANCE OF
2 GENERAL OBLIGATION BONDS OF THE CITY OF
3 VIRGINIA BEACH, VIRGINIA, IN THE MAXIMUM
4 AMOUNT OF \$15,960,000 FOR THE PURPOSE OF
5 FINANCING THE MODERNIZATION, RENOVATION,
6 RECONSTRUCTION AND/OR CONSTRUCTION OF PUBLIC
7 LIBRARY FACILITIES, SUBJECT TO APPROVAL OF THE
8 QUALIFIED VOTERS

9 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VIRGINIA
10 BEACH, VIRGINIA:

11 1. It is hereby determined to be necessary and expedient
12 for the City of Virginia Beach to modernize, renovate and
13 reconstruct existing public library facilities, as well as
14 construct new library facilities, which will promote the public
15 welfare of the City and its inhabitants and will facilitate the
16 orderly growth and development of the City, and to finance the
17 costs thereof, along with funds from other sources, through the
18 borrowing of \$15,960,000 and issuing the City's general obligation
19 bonds therefor.

20 2. Pursuant to the Charter of the City of Virginia Beach
21 and the Public Finance Act of 1991, there are hereby authorized to
22 be issued general obligation bonds of the City in the maximum
23 amount of \$15,960,000 to provide funds, together with other funds
24 that may be available, for library projects for project activities
25 that include, but are not limited to the following: preliminary
26 studies, preliminary surveys, permit compliance, environmental
27 assessment, planning, design, engineering, site acquisition,
28 utility relocation, modernization, construction, renovation,
29 expansion, repair, demolition, site improvement, site work, legal
30 services, inspection and support services, furniture and equipment,
31 and contingencies.

32 3. The bonds may be issued as a separate issue or a
33 series of issues, or combined with bonds authorized for other
34 purposes, and sold as part of a combined issue of public
35 improvement bonds.

36 4. The bonds shall bear such date or dates, mature at
37 such time or times not exceeding 40 years from their dates, bear
38 interest, be in such denominations and form, be executed in such
39 manner, and be sold at such time or times and in such manner as the
40 Council may hereafter provide by appropriate resolution or
41 resolutions.

42 5. The bonds shall be general obligations of the City
43 for the payment of principal, premium, if any, and interest on
44 which its full faith and credit shall be irrevocably pledged.

45 6. The City Clerk is hereby directed to make a copy of
46 this ordinance continuously available for inspection by the general
47 public during normal business hours at the City Clerk's office from
48 the date of adoption hereof through the date of the issuance of the
49 bonds.

50 7. The bonds shall not be issued until approved by a
51 majority of the qualified voters of the City voting on the question
52 of their issuance at an election to be held in the City.

53 8. The City Attorney is hereby authorized and directed
54 to file a certified copy of this ordinance, along with an
55 appropriate petition and order, with the Circuit Court of the City
56 of Virginia Beach, Virginia, which is hereby requested to order an
57 election, pursuant to §§ 15.2-2610 and 2611 of the Code of Virginia
58 (1950), as amended, to be held on November 3, 1998, to submit to
59 the qualified voters of the City the question of the issuance of
60 the bonds provided for herein.

61 9. The Circuit Court of the City of Virginia Beach,
62 Virginia, is hereby requested to pose the question on the ballot
63 as follows:

64 Shall the City of Virginia Beach
65 contract debt for the purpose of
66 financing the modernization,
67 renovation, reconstruction and/or
68 construction of public library
69 facilities throughout the City by
70 issuing the City's general obligation
71 bonds in the maximum amount of
72 \$15,960,000, which debt, when combined
73 with the cost of materials, new
74 services and extended hours of
75 operation, is anticipated to require
76 an increase in the City's real estate
77 tax rate of no more than 1.7 cents per
78 \$100 of assessed value?

79 Yes _____

80 No _____

81
82 10. This ordinance shall be in full force and effect
83 from its passage.

84
85 Adopted by the Council of the City of Virginia Beach, Virginia, on
86 the 18th day of August, 1998.

87 *Requires eight affirmative votes for adoption.*

CA-7112
ORDIN\NONCODE\LIBBOND.ORD
R-5
August 18, 1998

APPROVED AS TO CONTENT:

APPROVED AS TO LEGAL
SUFFICIENCY:

Management Services

Department of Law

Item VI-G.1.

**ADOPT AGENDA
FOR FORMAL SESSION**

ITEM # 43970

BY CONSENSUS, City Council *ADOPTED*:

AGENDA FOR THE FORMAL SESSION

The following items shall be ADDED to the Agenda:

*Extend **RAAC** as an appointive commission. from 8/01/98 to 9/30/98,*

*Ordinance to authorize the City Manager to declare a **Local Emergency**
in threat of Hurricane "**Bonnie**".*

*Resolution in support of **improvements to Routes 17 and 168** requesting
the **Commonwealth Transportation Board** expedite construction.*

Item VI-H.1.

PRESENTATION

ITEM # 43971

Mayor Oberndorf PRESENTED a PROCLAMATION to:

KING NEPTUNE XXV

Joseph M. Gianascoli

Proclamation recognized September as Neptune Festival Month. The Neptune Festival is celebrating its Twenty-Fifth Anniversary this year and is the highlight of our Fall season in Virginia Beach. Over the last twenty-five years, the Neptune Festival has grown from an attendance of 30,000 to 50,000 in 1974 to more than one million in 1997.

Nancy Creech, Director - Beach Events, introduced the Chairman of the Board of the Neptune Festival, Dan Ryan. Mr. Ryan presented the Royal Court:

TRITONS

***Willie Casanova
John Malbon
Don Patterson
Elliot Shaubach***

Dave Bernd and Tom Naughton were unable to be in attendance

PRINCESSES

***Jennifer James
Audra Little
Lauren Polino
Joy Scott
Chi-Pei Tseng
Mary Grace Davis
Stefanie Wong***

Mementoes were presented to the Mayor and Members of City Council.



Proclamation

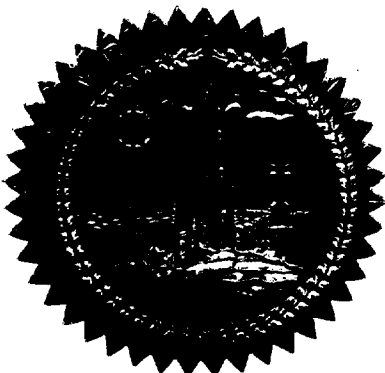
- Whereas: The Neptune Festival is celebrating its twenty-fifth anniversary this year; and*
- Whereas: The Neptune Festival is the highlight of our fall season in Virginia Beach and it always offers something for everyone – from a Surfing Classic to a Volleyball Tournament to the always popular Sandsculpting Championship; and*
- Whereas: For twenty-five years, the Neptune Festival has made significant contributions to the quality of life in Virginia Beach; and*
- Whereas: Over the last twenty-five years, we have seen the Neptune Festival grow from attendance of 30,000 to 50,000 in 1974 to more than one million in 1997; and*
- Whereas: The Neptune Festival contributes to the quality of life in Hampton Roads throughout the year by supporting many different events and organizations. The Neptune Festival also provides a venue whereby many charitable organizations have the opportunity to raise funds; and*
- Whereas: Our citizens have proven over and over again their desire to support our community through their volunteer efforts. The Neptune Festival is a wonderful example of many hundreds of volunteers coming together to make a project successful.*
- Whereas: The City of Virginia Beach wishes to pay special recognition to the Neptune Festival Board of Directors who have worked diligently over the last twenty-five years to make the Neptune Festival the great success it is today.*
- Now, Therefore, I, Meyera E. Oberndorf, Mayor of the City of Virginia Beach, Virginia, do hereby Proclaim Now and Forevermore:*

September

Neptune Festival Month

In Virginia Beach, calling upon all residents to recognize this very important festival and the impact it has on our city and the Hampton Roads region and to enjoy the celebration.

In Witness Whereof, I have hereunto set my hand and caused the Official Seal of the City of Virginia Beach, Virginia, to be affixed this Tenth day of August, Nineteen Hundred and Ninety-Eight.



Meyera E. Oberndorf
Meyera E. Oberndorf
Mayor

Item VI-H.

PUBLIC HEARING

ITEM # 43972

Mayor Oberndorf ***DECLARED A PUBLIC HEARING:***

AGRICULTURAL PRESERVATION PROGRAM (ARP)

(District 7 - Princess Anne)

There being no speakers, Mayor Oberndorf ***CLOSED THE PUBLIC HEARING.***

Item VI-J.

ORDINANCES

ITEM # 43972

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **APPROVED IN ONE MOTION**, Ordinances 1 , 2, 3, 4, 5, 6, 7b/c and 8.*

Voting: 10-0

Council Members Voting Aye:

*Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr.,
Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera
E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr.
and A. M. "Don" Weeks*

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

Council Lady McClanan voted a VERBAL NAY on Item J.1.

August 25, 1998

Item VI-J.1.

ORDINANCES

ITEM # 43973

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADOPTED:***

Ordinance to authorize the acquisition of Agricultural Land Preservation Easements (ARP) and the issuance by the City of its contract obligations (DISTRICT 7 - PRINCESS ANNE).

*John A. Baum - 153.77 Acres - \$221,548.00
Installment Purchase Agreement No. 1998-22.*

Voting: 9-1 (By Consent)

Council Members Voting Aye:

*Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr.,
Barbara M. Henley, Louis R. Jones, Mayor Meyera E. Oberndorf, Nancy
K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks*

Council Members Voting Nay:

*Reba S. McClanan**

Council Members Absent:

Harold Heischober

**Verbal Nay*

August 25, 1998

1 AN ORDINANCE AUTHORIZING THE ACQUISITION OF AN
2 AGRICULTURAL LAND PRESERVATION EASEMENT AND
3 THE ISSUANCE BY THE CITY OF ITS CONTRACT
4 OBLIGATIONS IN THE MAXIMUM PRINCIPAL AMOUNT OF
5 \$221,548

6 WHEREAS, pursuant to the Agricultural Lands Preservation
7 Ordinance (the "Ordinance"), Appendix J of the Code of the
8 City of Virginia Beach, there has been presented to the City
9 Council for approval an Installment Purchase Agreement for the
10 acquisition of the Development Rights (as defined in the
11 Installment Purchase Agreement, a true copy of which is hereto
12 affixed) on certain property located in the City and more
13 fully described in Exhibit B of the Installment Purchase
14 Agreement for a purchase price of \$221,548; and

15 WHEREAS, the aforesaid Development Rights shall be
16 acquired through the acquisition of a perpetual agricultural
17 land preservation easement, as defined in, and in compliance
18 with, the requirements of the Ordinance; and

19 WHEREAS, the City Council has reviewed the proposed terms
20 and conditions of the purchase as evidenced by the Installment
21 Purchase Agreement;

22 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
23 CITY OF VIRGINIA BEACH, VIRGINIA:

24 1. The City Council hereby determines and finds that
25 the proposed terms and conditions of the purchase of the
26 Development Rights pursuant to the Installment Purchase
27 Agreement, including the purchase price and manner of payment,
28 are fair and reasonable and in furtherance of the purposes of
29 the Ordinance, and the City Manager is hereby authorized to
30 approve, upon or before the execution and delivery of the
31 Installment Purchase Agreement, the rate of interest to accrue

32 on the unpaid principal balance of the purchase price set
33 forth hereinabove as the greater of 4.75% per annum or the per
34 annum rate which is equal to the yield on United States
35 Treasury STRIPS purchased by the City to fund such unpaid
36 principal balance; provided, however, that such rate of
37 interest shall not exceed 6.50% unless the approval of the
38 City Council by resolution duly adopted is first obtained.

39 2. The City Council hereby further determines that
40 funding is available for the acquisition of the Development
41 Rights pursuant to the Installment Purchase Agreement on the
42 terms and conditions set forth therein.

43 3. The City Council hereby expressly approves the
44 Installment Purchase Agreement in the form and substance
45 presented at this meeting and, subject to the determination of
46 the City Attorney that there are no defects in title to the
47 property or other restrictions or encumbrances thereon which
48 may, in the opinion of the City Attorney, adversely affect the
49 City's interests, authorizes the City Manager to execute and
50 deliver the Installment Purchase Agreement in substantially
51 the same form and substance as presented at this meeting with
52 such minor modifications, insertions, completions or omissions
53 which do not materially alter the purchase price or manner of
54 payment, as the City Manager shall approve. The City Council
55 further directs the City Clerk to affix the seal of the City
56 to, and attest same on, the Installment Purchase Agreement.
57 The City Council expressly authorizes the incurrence of the
58 indebtedness represented by the issuance and delivery of the
59 Installment Purchase Agreement.

60 4. The City Council hereby elects to issue the
61 indebtedness under the Charter of the City rather than
62 pursuant to the Public Finance Act of 1991 and hereby
63 constitutes the indebtedness a contractual obligation bearing
64 the full faith and credit of the City.

65 Adopted by the Council of the City of Virginia Beach,
66 Virginia, on this 25 day of August, 1998

67 Adoption requires an affirmative vote of a majority of
68 all members of the City Council.
69

70 CA-98-7100
71 arp\working\baum\acquis.orn
72 R-1
73 July 24, 1998

74 APPROVED AS TO CONTENT:
75

76 Louis E. Cellipato
77 Agriculture Department

 APPROVED AS TO LEGAL
 SUFFICIENCY:

William M. Macal
 Law Department

78 CERTIFIED AS TO AVAILABILITY OF FUNDS:

79 Patricia A. Phillips
80 Director of Finance

JOHN A. BAUM,
the "Seller"

and

CITY OF VIRGINIA BEACH, VIRGINIA
the "City"

INSTALLMENT PURCHASE AGREEMENT
(Agreement No. 1998-22)

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(This Table of Contents is not part of the Installment Purchase Agreement and is only for convenience of reference)

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EXHIBIT E -	Transfer of Agreement - Schedule of Transferees

INSTALLMENT PURCHASE AGREEMENT

(Agreement No. 1998-22)

THIS INSTALLMENT PURCHASE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 199_ between JOHN A. BAUM (the "Seller") and CITY OF VIRGINIA BEACH, VIRGINIA, a body politic and corporate of the Commonwealth of Virginia (the "City").

RECITALS

A. Pursuant to the authority granted by the Open-Space Land Act, Chapter 17, Title 10.1 of the Code of Virginia of 1950, as amended (the "Act"), the City adopted the Ordinance (hereinafter defined in Section 1.1) to promote and encourage the preservation of agricultural land in designated areas within the southern portion of the City.

B. In furtherance of the purposes of the Act and the Ordinance, the City has established the Agricultural Reserve Program of the City which provides for the acquisition of Development Rights (hereinafter defined in Section 1.1) through the purchase of agricultural land preservation easements with respect to property located in the portions of the City covered by the Ordinance.

C. The Seller is the owner in fee simple of Land (hereinafter defined in Section 1.1) which is located in that portion of the City subject to the Ordinance and meets the eligibility criteria of Section 7 of the Ordinance.

D. The Seller has agreed to sell, and the City has agreed to purchase, Seller's Development Rights in the Land on and subject to the terms and conditions hereinafter set forth.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the City hereby agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.1 Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

"Agricultural Use" means (i) the bona fide production of crops, animal or fowl, including, but not limited to, the production of fruits, vegetables, honey, grains, meat, poultry and dairy products, the raising of livestock and poultry, and the production and harvest of products from horticultural, silvicultural or aquacultural activity, (ii) the repair, expansion or replacement of no more than one (1) bona fide dwelling occupied by the landowner or tenant as of the date of application for entry in the Agricultural Reserve Program and no more than one freestanding mobile home, as permitted by Section 19-19 of the Virginia Beach City Code, and (iii) accessory uses directly related to agricultural activities conducted on the same property, including the sale of agricultural products as permitted by Section 401 of the Virginia Beach City Zoning Ordinance. The term does not include the processing of agricultural, silvicultural, horticultural or aquacultural products, except as an accessory use.

"Business Day" or "business day" means a day on which (a) banks located in the City and in the city in which the principal office of the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

"City" means the City of Virginia Beach, Virginia, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

"City Council" means the Council of the City.

"City Manager" means the City Manager of the City.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

"Deed of Easement" means the Deed of Easement of even date herewith from the Seller to the City, which shall convey the Development Rights to the City in perpetuity. The Deed of Easement shall be substantially in the form attached hereto as **Exhibit A** and made a part hereof.

"Development Rights" mean the rights of the Seller in the Land to develop the Land for any use other than an Agricultural Use. Development Rights shall include, but not be limited to, the right to develop the Land for any commercial, industrial or residential use except as expressly permitted by the Ordinance.

"Enabling Legislation" means, collectively, (1) the Open Space Land Act, Chapter 17 of Title 10.1 of the Code of Virginia of 1950, as amended, and (2) the Ordinance.

"Estate Settlement Transfer" means the transfer by the legal representative of the estate of a deceased Seller of such Seller's rights in and to this Agreement in connection with the distribution of the deceased Seller's estate or other settlement of such decedent Seller's estate.

"Interest Payment Date" means June 1 and December 1 in each year, commencing _____, 199_.

"Land" means the tract or tracts of land located in Virginia Beach, Virginia, containing approximately _____ acres, and more particularly described in **Exhibit B** attached hereto and made a part hereof.

"Ordinance" means the Agricultural Lands Preservation Ordinance adopted by the City Council on May 9, 1995, as Appendix J to the City Code, as the same may be amended or modified from time to time.

"Permitted Encumbrances" mean the encumbrances listed on **Exhibit C** attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved, in writing, by the City.

"Person" or "person" means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

"Purchase Price" means \$221,548, the purchase price to be paid by the City to the Registered Owner in accordance with this Agreement.

"Record Date" means the fifteenth (15th) day (whether or not a Business Day) of the calendar month immediately preceding each Interest Payment Date and the principal payment date.

"Registered Owner" means the registered owner of this Agreement as shown on the registration books maintained by the Registrar.

"Registrar" means First Union National Bank of Virginia or any other person hereafter appointed by the City to act as Registrar and paying agent for this Agreement.

"Seller" means John A. Baum.

"State" means the Commonwealth of Virginia.

SECTION 1.2 Rules of Construction.

(a) The words "hereof," "herein," "hereunder," "hereto," and other words of similar import refer to this Agreement in its entirety.

(b) The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

(c) References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

(d) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(e) All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

ARTICLE 2

SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1 Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights in the Land to the City and the City agrees to purchase the Development Rights in the Land from the Seller on the date hereof for the Purchase Price.

SECTION 2.2 Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the City, the Seller shall execute and deliver to the City on the date hereof the Deed of Easement in the form attached hereto as **Exhibit A** and made a part hereof. The Deed of Easement shall be recorded in the Clerk's Office of the Circuit Court of the City.

ARTICLE 3

PAYMENT OF PURCHASE PRICE

SECTION 3.1 Payment of Purchase Price.

(a) The City shall pay the principal portion of the Purchase Price to the Registered Owner in a single installment on _____, 202_ [25-year maturity date]. The Purchase Price is _____.

(b) Interest on the unpaid principal balance of the Purchase Price shall accrue from the date of recordation of the Deed of Easement and shall be payable to the

Registered Owner on _____, 199_, and semiannually thereafter on June 1 and December 1 in each year to and including _____, 202_, at the rate of ___% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the single installment of principal of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America at the time of payment.

(d) Payment of interest on the unpaid balance of the Purchase Price shall be made by the City on each Interest Payment Date to the Registrar. The Registrar shall forward all such interest payments by check or draft mailed to the person(s) appearing on the registration books of the City maintained by the Registrar as the Registered Owner on the Record Date, at the address of such Registered Owner as it appears on such registration books. The single installment of principal of the Purchase Price shall be paid on the principal payment date set forth in Subsection (a) above by the Registrar to the Registered Owner as of the Record Date upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The City's obligation to pay the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the City, and the full faith and credit and the unlimited taxing power of the City are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid principal balance of the Purchase Price as and when the same respectively become due and payable.

SECTION 3.2 Registration and Transfer of this Agreement.

(a) Until the Purchase Price and all interest thereon have been paid in full, the City shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement; and upon presentation of this Agreement for such purpose at the offices of the Registrar, the Registrar shall register or cause to be registered on such registration books, and permit to be transferred thereon, under such reasonable regulations as the City or the Registrar may prescribe, the ownership of this Agreement. The Registrar, however, shall not be required to make any such registration and transfer during the period from the Record Date to the next succeeding Interest Payment Date or final principal payment date.

(b) Except for an Estate Settlement Transfer, this Agreement may not be transferred by the Registered Owner prior to the expiration of a one (1) year period from the date this Agreement has been fully executed, delivered and become effective, and any such attempted transfer shall be null and void. The Registrar shall be instructed not to make any such transfers (other than an Estate Settlement Transfer) on its registration books kept for the purpose of registering the transfer of this Agreement prior to the expiration of said one (1) year period.

(c) The Seller is the original Registered Owner. This Agreement shall be transferable only upon the books of the City maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender of this Agreement, together with a written instrument of transfer substantially in the form attached hereto as **Exhibit D**, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as **Exhibit E** with the name, address and tax identification number of the transferee Registered Owner, and the date of the transfer; provided, however, that if there is any conflict between the information set forth in **Exhibit E** hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

The City and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the City maintained by the Registrar as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the City nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the City or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

SECTION 3.3 Mutilated, Lost, Stolen or Destroyed Agreement. In the event that this Agreement is mutilated, lost, stolen or destroyed, the City and the Registered Owner (as then shown on the registration books maintained by the Registrar) shall execute and deliver a substitute agreement having the same terms and provisions as the mutilated, lost, stolen or destroyed Agreement; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the City and the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The City and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the City and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to

recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the City and the Registrar in connection therewith.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

SECTION 4.1 Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a body politic and corporate and a political subdivision of the State.
- (b) The City has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the City has duly authorized the execution and delivery of this Agreement.
- (c) This Agreement has been duly and properly authorized, executed, sealed and delivered by the City, constitutes the valid and legally binding obligation of the City, and is enforceable against the City in accordance with its terms.
- (d) There are no proceedings pending or, to the knowledge of the City, threatened before any court or administrative agency which may affect the authority of the City to enter into this Agreement.

SECTION 4.2 Representations and Warranties of the Seller. The Seller makes the following representations and warranties:

- (a) The Seller has full power and authority to execute and deliver this Agreement and the Deed of Easement, and to incur and perform the obligations provided for herein and therein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Agreement or the Deed of Easement, or, if required, the same has been duly obtained.
- (b) This Agreement and the Deed of Easement have been duly and properly executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully enforceable against the Seller in accordance with their respective terms.
- (c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency which, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Agreement or the Deed of Easement.

(d) There is (i) no provision of any existing mortgage, indenture, contract or agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no provision of law or order of court binding upon the Seller or affecting the Land, which would conflict with or in any way prevent the execution, delivery, or performance of the terms of this Agreement or the Deed of Easement, or which would be in default or violated as a result of such execution, delivery or performance, or for which adequate consents, waivers or, if necessary, releases or subordinations, have not been obtained.

(e) There exist no liens, security interests or other encumbrances on or with respect to the Land (other than Permitted Encumbrances), and at the time of execution and delivery of the Deed of Easement there will be no liens, security interests or other encumbrances of the Development Rights to be conveyed thereby.

(f) The Seller is not a nonresident alien of the United States of America for purposes of federal income taxation.

(g) The Social Security Number(s) of the Seller [is] [are] _____
____ [(for _____) and _____ (for _____)].
The representations in subsections (f) and (g) above are made under penalties of perjury and the information contained therein may be disclosed by the City to the Internal Revenue Service. The Seller acknowledges that any false statement in such subsections could be punished by fine, imprisonment or both.

(h) To the best of the knowledge, information and belief of the Seller, the Land has not been used for the manufacture, storage, treatment, disposal or release of any hazardous waste or substance.

ARTICLE 5

PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 5.1 Intent of City and Tax Covenant of City. The City intends that the interest payable under this Agreement shall not be includable in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 103 of the Code. Accordingly, the City shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includable in the gross income of any Registered Owner for purposes of federal income taxation.

SECTION 5.2 Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Kaufman & Canoles, P.C., Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and

decisions, interest payable under this Agreement is not includable in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the City on the date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Seller acknowledges that Seller has made Seller's own independent investigation and has consulted with such attorneys, accountants and others as the Seller shall have selected in the Seller's sole discretion to advise the Seller with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the City or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

ARTICLE 6

THE REGISTRAR

SECTION 6.1 Appointment of Registrar. First Union National Bank of Virginia is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2 Ownership of Agreement. The Registrar, in its individual capacity or as trustee for holders of participation interests in this Agreement, may in good faith buy, sell, own and hold this Agreement, and may join in any action which any Registered owner may be entitled to take with like effect as if it did not act as Registrar hereunder. The Registrar, in its individual capacity, either as principal or agent, may also engage, or have an interest, in any financial or other transaction with the City, and may act as depository, trustee or agent for other obligations of the City as freely as if it did not act in any capacity hereunder.

SECTION 6.3 Removal of Registrar and Appointment of Successor Registrar. The City shall have the right, subject to the terms of any agreement with the Registrar, to remove the Registrar any time by filing with such Registrar to be removed, and with the Registered Owner, an instrument in writing. Notwithstanding the foregoing, such removal shall not be effective until a successor Registrar has assumed the Registrar's duties hereunder. The City shall have the sole right to select a successor Registrar.

SECTION 6.4 Qualifications of Successor Registrar. Any successor Registrar shall be either (a) the Department of Finance of the City, (b) an officer or employee of the City, or (c) a bank, trust company or other financial institution duly organized under the laws of the United States or any state or territory thereof which is authorized by law and permitted under the laws of the State to perform all the duties imposed upon it as Registrar by this Agreement.

SECTION 6.5 Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar

hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

ARTICLE 7

MISCELLANEOUS

SECTION 7.1 Successors of City. In the event of the dissolution of the City, all the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the City, the Seller, any other Registered Owner and the Registrar, shall bind or inure to the benefit of the successors of the City from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the City shall be transferred.

SECTION 7.2 Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the City, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the City, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

SECTION 7.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, including, without limitation, all Registered Owners from time to time of this Agreement.

SECTION 7.4 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

SECTION 7.5 Prior Agreements Cancelled; No Merger. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the City and the Seller relating to the acquisition of the Development Rights. Neither the City nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Agreement and the Deed of Easement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land, the Development Rights and the payment for the Development Rights. In addition, this Agreement shall survive the execution and recording of the Deed of Easement in all respects and shall not be merged therein.

SECTION 7.6 Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the City and the then Registered Owner. An executed counterpart of any such amendment shall be attached to this Agreement and shall be binding upon such Registered Owner and all successor Registered Owners.

SECTION 7.7 No Personal Liability of City Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his or her individual capacity, and neither the officers or employees of the City nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.8 Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

SECTION 7.9 Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

City: City Manager
Municipal Center
Virginia Beach, VA 23456

with a copy to: City Attorney
Municipal Center
Virginia Beach, VA 23456

Seller: _____

Registrar: First Union National Bank of Virginia
Corporate Trust/Bond Administration
7 North 8th Street
Richmond, Virginia 23219

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

SECTION 7.10 Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

CITY:

[CITY'S SEAL]

CITY OF VIRGINIA BEACH, VIRGINIA

ATTEST:

By: _____
James K. Spore, City Manager

City Clerk

SELLER:

_____(SEAL)

_____(SEAL)

Approved as to Legal
Sufficiency:

Approved as to Sufficiency of
Funds:

Deputy City Attorney
COMMONWEALTH OF VIRGINIA
AT LARGE, to-wit:

Director, Department of Finance

The foregoing instrument was acknowledged before me in the City of Virginia Beach, Virginia, this _____ day of _____, 19____, by James K. Spore, City Manager of the City of Virginia Beach, Virginia, and attested to by _____, City Clerk of the City of Virginia Beach, Virginia, on its behalf.

Notary Public

(SEAL)
My Commission Expires:_____

COMMONWEALTH OF VIRGINIA
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of Virginia Beach, Virginia, this _____ day of _____, 19____, by _____.

Notary Public

(SEAL)
My Commission Expires:_____

COMMONWEALTH OF VIRGINIA
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of Virginia Beach,
Virginia, this _____ day of _____, 19____, by
_____.

Notary Public

(SEAL)
My Commission Expires:_____

This instrument was prepared by

EXHIBIT A

Virginia Beach City Attorney's Office

Exemption Claimed: § 58.1-811(A)(3)
§ 58.1-811(C)(4)

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this ____ day of _____, 1998, by and between JOHN A. BAUM (the "Grantor"), and CITY OF VIRGINIA BEACH, VIRGINIA, a body politic and corporate of the Commonwealth of Virginia (the "City") whose address is Municipal Center, Virginia Beach, Virginia 23456, Grantee.

RECITALS

WHEREAS, pursuant to the authority granted by the Open-Space Land Act, Chapter 17, Title 10.1 of the Code of Virginia of 1950, as amended (the "Act"), the City adopted the Agricultural Lands Preservation Ordinance (the "Ordinance") as Appendix J to the Code of the City of Virginia Beach, Virginia, as amended (the "City Code"), to promote and encourage the preservation of agricultural land in designated areas within the southern portion of the City; and

WHEREAS, in furtherance of the purposes of the Act and the Ordinance, the City has established the Agricultural Reserve Program of the City which provides for the acquisition of development rights through the purchase of agricultural land preservation easements with respect to property located in the portions of the City covered by the Ordinance; and

WHEREAS, the Grantor is the owner in fee simple of certain agricultural real property located in the City and more particularly described in **Exhibit A** hereto (the "Land"); and

WHEREAS, the Land is located in that portion of the City subject to the Ordinance and meets the eligibility criteria of Section 7 of the Ordinance; and

WHEREAS, the Grantor has agreed to sell to the City the Grantor's Development Rights (hereinafter defined) in the Land by executing and delivering this Deed of Easement and thereby restrict the use of the Land as described herein; and

GPIN: 1387-52-4939

WHEREAS, the City has agreed to purchase the Grantor's Development Rights in the Land to fulfill the policy and purposes of the City as set forth in the Act and the Ordinance; and

WHEREAS, the transfer by the Grantor of the Development Rights in the Land shall be in perpetuity; and

WHEREAS, in order to provide for the payment of the purchase price for the rights in the Land created hereby, the Grantor and the City have entered into an Installment Purchase Agreement of even date herewith (the "Installment Purchase Agreement");

GRANT

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, for Grantor, Grantor's heirs, personal representatives, devisees, successors and assigns, and for any subsequent owner of the Land does hereby grant and convey, with general warranty and English covenants of title, unto the City, and its successors and assigns, forever and in perpetuity, an agricultural land preservation easement in, on, over and with respect to the Land restricting the Land to Agricultural Use and in furtherance thereof, does hereby grant and convey, with general warranty and English covenants of title, to the City, and its successors and assigns, forever and in perpetuity, all of the Development Rights with respect to the Land.

TERMS, COVENANTS, CONDITIONS AND AGREEMENTS

A. The Grantor for Grantor, Grantor's heirs, personal representatives, devisees, successors and assigns covenants with the City, (1) to refrain from engaging in any act or activity, or permitting to occur or suffering to exist any act or activity upon the Land which would constitute the exercise of a Development Right or a use other than an Agricultural Use, it being the intention of the parties that the Land shall be preserved for Agricultural Use in accordance with the provisions of the Ordinance; and (2) that this Deed of Easement shall create a perpetual easement, running with the Land and all portions thereof as an incorporeal and nonpossessory interest therein, enforceable against the Grantor and upon any purchaser, grantee, lessee, owner or other transferee of all or any portion of the Land and any other person or entity having any right, title or interest therein and upon their respective heirs, personal representatives, devisees, successors and assigns; and (3) that the covenants, conditions, limitations and restrictions contained herein are intended to limit the use of the Land as herein set forth.

B. The parties, for themselves, their heirs, personal representatives, devisees, successors and assigns, further covenant and agree as follows:

(1) As used in this Deed of Easement the term "Development Rights" shall mean the right to develop the Land for any use, including without limitation, any commercial, industrial or residential use, other than for Agricultural Use.

(2) As used in this Deed of Easement the term "Agricultural Use" means (i) the bona fide production of crops, animal or fowl, including, but not limited to, the production of fruits, vegetables, honey, grains, meat, poultry and dairy products, the raising of livestock and poultry, and the production and harvest of products from horticultural, silvicultural or aquacultural activity, (ii) the repair, expansion or replacement of no more than one (1) bona fide dwelling occupied by the landowner or tenant as of the date of application for entry in the Agricultural Reserve Program and no more than one freestanding mobile home, as permitted by Section 19-19 of the City Code, and (iii) accessory uses directly related to agricultural activities conducted on the same property, including the sale of agricultural products as permitted by Section 401 of the City Zoning Ordinance. The term does not include the processing of agricultural, silvicultural, horticultural or aquacultural products, except as an accessory use.

(3) This Deed of Easement does not grant the public any right of entry or access or any rights of use of the Land.

(4) THIS EASEMENT SHALL EXIST IN PERPETUITY AND RUN WITH THE ENTIRE ACREAGE OF THE LAND.

(5) The purpose of this Deed of Easement shall be to (i) promote and encourage the preservation of farmland, and promote and enhance agriculture as an important industry within the City, (ii) preserve the rural character of the southern part of the City, (iii) conserve and protect environmentally sensitive lands, waters and other resources, (iv) reduce and defer the need for major infrastructure improvements in the southern part of the City and the expenditure of public funds for such improvements, (v) preserve open spaces, and (vi) assist in shaping the character, direction and timing of community development.

(6) In the event of a violation or attempted violation of any of the provisions hereof, the City and its successors and assigns, may institute and prosecute any proceeding at law or in equity to enforce the provisions hereof or to abate, prevent or enjoin any such violation or attempted violation.

WITNESS, the hand and seal of the Grantor as of the date first above written.

GRANTOR:

_____(SEAL)
John A. Baum

APPROVED AS TO FORM AND
ACCEPTED ON BEHALF OF THE CITY
OF VIRGINIA BEACH

CITY ATTORNEY

COMMONWEALTH OF VIRGINIA
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of Virginia Beach, Virginia, this _____ day of _____, 1998, by John A. Baum, Grantor.

Notary Public

(SEAL)

My Commission Expires: _____

EXHIBIT A

ALL OF THOSE certain tracts, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto appertaining, situate, lying and being in the City of Virginia Beach, Virginia, and being more particularly described as follows:

PARCEL ONE: ALL THAT certain tract of land, with the buildings and improvements thereon and the appurtenances thereto, containing 136 acres, more or less, sold in gross and not by the acre, situated in the Blackwater Borough in the City of Virginia Beach, Virginia, and bounded and described as follows:

BEGINNING ON the west side of the public road known as the Baum Road in the line of a ditch along the south side of the land of Carrie W. Baum, and running thence S. 3° 10' W. along the western side of said public road 560 feet, more or less, to the middle line of a private road, thence S. 50° 25' W. 3169 feet, more or less, along the middle line of said private road to a lead ditch, thence N. 39° 50' W. along the middle line of said ditch and a continuation thereof 2130 feet, more or less, to another ditch on the east side of an old private road, thence approximately N. 50° 25' E. along the middle line of the last mentioned ditch and a continuation thereof 1910 feet, more or less, to another ditch along the north side of a private road, thence S. 84° E. along the middle line of said ditch and the southern line of the land of John Joachim and Carrie W. Baum 2380 feet, more or less, to the point of beginning.

IT IS EXPRESSLY covenanted and agreed that the private roads along the western, northern and eastern sides of said land shall remain private roads in common for the use of the Vendor and his heirs and assigns and the Purchasers and their heirs and assigns; and that the Purchasers and their heirs and assigns shall have the right to drain the said land hereby conveyed southerly into the ditches on the land of the Vendor and to enter upon the land of the Vendor for the purpose of keeping the said ditches open.

IT BEING the same property acquired by the Grantors herein by deed from Forrest O. Baum, et ux, dated January 1, 1958 and duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 545, at page 45.

PARCEL THREE: ALL THAT CERTAIN tract, piece or parcel of land, situate, lying and being in Blackwater Borough of the City of Virginia Beach, Virginia, as shown on the plat of "Property of M. Holczer" made by Day & Whitehurst, Civil Engineers, July 1911, and is duly of record in the Clerk's Office of the City aforesaid in M. B. 4, page 219, and is more particularly described as follows: Beginning at an iron pipe on the southern side of Crag's Causeway, a public highway, at the Northwest corner of the property conveyed by Mike Holczer and wife to Gergeley Csincsak by deed dated August 2nd, 1911, and duly of record in the Clerk's Office of the City aforesaid, and running thence along the line of the said Gergeley Csincsak (now Weyerhaeuser Company) property S. 48° 30' W. 453.5 feet to a point of beginning in the center line of a drainage canal draining the lands to the West of A. O. Baum and his assigns (now John A. Baum); from said point of beginning running along the line of the said Gergeley Csincsak (now Weyerhaeuser Company) property S. 48° 30' W. 2997 feet to the line of the lands formerly belonging to Thomas Boyd; thence along the line of said Boyd property N. 20° 41' W. 30 feet to a beech; N. 5° 20' W. 157 Feet to a pine; N. 37° 45' W. 302.5 feet and N. 5° 55' E. 2547.5 feet to a point where the private road crosses the center line of the above canal; thence along the center line of the canal S. 60° 30' E. 555 feet tot he point of beginning, containing thirty-six (36) acres, more or less.

IT BEING the same property acquired by the Grantors herein by deed from Percy L. Parsons, et ux, dated January 4, 1966 and duly recorded in the Clerk's Office aforesaid in Deed book 942, at page 320.

LESS AND EXCEPT all portions of the above-described property, if any, which contain any of the following soil types: (1) Back Bay Mucky Peat; (2) Dorovan Mucky Peat; (3) Nawney Silt Loam; or (4) Pamlico Mucky Peat, Ponded.

[LESS AND EXCEPT that certain tract, piece or parcel being a portion of the above described property designated and described as "#" as shown on that certain plat entitled: "#", Scale #" = #', dated #, prepared by #, which plat is attached hereto and recorded simultaneously herewith.]

EXHIBIT B

ALL OF THOSE certain tracts, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto appertaining, situate, lying and being in the City of Virginia Beach, Virginia, and being more particularly described as follows:

PARCEL ONE: ALL THAT certain tract of land, with the buildings and improvements thereon and the appurtenances thereto, containing 136 acres, more or less, sold in gross and not by the acre, situated in the Blackwater Borough in the City of Virginia Beach, Virginia, and bounded and described as follows:

BEGINNING ON the west side of the public road known as the Baum Road in the line of a ditch along the south side of the land of Carrie W. Baum, and running thence S. 3° 10' W. along the western side of said public road 560 feet, more or less, to the middle line of a private road, thence S. 50° 25' W. 3169 feet, more or less, along the middle line of said private road to a lead ditch, thence N. 39° 50' W. along the middle line of said ditch and a continuation thereof 2130 feet, more or less, to another ditch on the east side of an old private road, thence approximately N. 50° 25' E. along the middle line of the last mentioned ditch and a continuation thereof 1910 feet, more or less, to another ditch along the north side of a private road, thence S. 84° E. along the middle line of said ditch and the southern line of the land of John Joachim and Carrie W. Baum 2380 feet, more or less, to the point of beginning.

IT IS EXPRESSLY covenanted and agreed that the private roads along the western, northern and eastern sides of said land shall remain private roads in common for the use of the Vendor and his heirs and assigns and the Purchasers and their heirs and assigns; and that the Purchasers and their heirs and assigns shall have the right to drain the said land hereby conveyed southerly into the ditches on the land of the Vendor and to enter upon the land of the Vendor for the purpose of keeping the said ditches open.

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IT BEING the same property acquired by the Grantors herein by deed from Percy L. Parsons, et ux, dated January 4, 1966 and duly recorded in the Clerk's Office aforesaid in Deed book 942, at page 320.

LESS AND EXCEPT all portions of the above-described property, if any, which contain any of the following soil types: (1) Back Bay Mucky Peat; (2) Dorovan Mucky Peat; (3) Nawney Silt Loam; or (4) Pamlico Mucky Peat, Ponded.

[LESS AND EXCEPT that certain tract, piece or parcel being a portion of the above described property designated and described as "#" as shown on that certain plat entitled: "#", Scale #" = #", dated #, prepared by #, which plat is attached hereto and recorded simultaneously herewith.]

EXHIBIT "C"

PERMITTED ENCUMBRANCES

1. Taxes for the fiscal year 1998/1999 and any/all stormwater fees, which are liens not yet due and payable, and taxes and stormwater fees for all subsequent billing periods.
2. Roll Back Taxes.
3. Such other restrictions and encumbrances which, in the opinion of the City Attorney, do not adversely affect the interest of the City of Virginia Beach in and to the agricultural land preservation easement and the rights granted to the City in the Deed of Easement.

ASSIGNMENT

FOR VALUE RECEIVED, _____ and _____
 ([collectively,] the "Registered Owner") hereby sell[s], assign[s] and transfer[s] unto
 _____, without recourse, all of the Registered Owner's
 right, title and interest in and to the Installment Purchase Agreement to which this Assignment
 is attached; and the Registered Owner hereby irrevocably directs the Registrar (as defined in
 such Agreement) to transfer such Agreement on the books kept for registration thereof. The
 Registered Owner hereby represents, warrants and certifies that there have been no
 amendments to such Agreement [except _____].

Date: _____

Signature guaranteed:

 NOTICE: Signature must be
 guaranteed by a member firm
 of the New York Stock
 Exchange or a commercial
 bank or trust company.

 NOTICE: The signature on this
 Assignment must correspond with
 the name of the Registered Owner
 as it appears on the registration
 books for the Installment Purchase
 Agreement referred to herein in every
 particular, without alteration or enlargement
 or any change whatever.

TRANSFER OF AGREEMENT - SCHEDULE OF TRANSFEREES

The transfer of this Installment Purchase Agreement may be registered only by the Registered Owner under such Agreement in person or by its duly authorized officer or attorney upon presentation hereof to the Registrar, who shall make note thereof in the books kept for such purpose and in the registration blank below.

Date of Registration of Transfer	Name and Address of Transferee Registered Seller	Tax I.D. No. of Transferee	Signature of Registrar
1. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
2. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
3. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
4. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
5. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
6. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

Item VI-J.2.

ORDINANCES

ITEM # 43974

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADOPTED:***

*Ordinance to **AMEND** the City Code by **ADDING** a new section, Section 23-11.3 prohibiting any person from directing a laser beam from a pen, flashlight or similar device into the eyes of another person.*

Voting: 10-0 (By Consent)

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

1 AN ORDINANCE TO AMEND THE CITY CODE BY ADDING
2 A NEW SECTION PROHIBITING ANY PERSON FROM
3 DIRECTING THE BEAM FROM A LASER PEN,
4 FLASHLIGHT OR SIMILAR DEVICE INTO THE EYES OF
5 ANOTHER PERSON

6 SECTION ADDED: § 23-11.3

7 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VIRGINIA
8 BEACH, VIRGINIA:

9 That Section 23-11.3 of the City Code is hereby added to read
10 as follows:

11 Sec. 23-11.3 Directing beam of laser pen, flashlight or similar
12 device into eyes of another person.

13 It shall be unlawful and a Class 2 misdemeanor for any person
14 to intentionally, and without good cause, direct the beam from a
15 laser pen, flashlight or similar device into the eyes (or eye) of
16 another person.

17 Adopted by the City Council of the City of Virginia Beach,
18 Virginia, on this 25th day of August, 1998.

19
20 CA-7115
21 DATA/ODIN/PROPOSED/23-011-3.ORD
22 R3
23 August 19, 1998

APPROVED AS TO CONTENTS:

APPROVED AS TO LEGAL
SUFFICIENCY:

Police Department

Law Department

Item VI-J.3

ORDINANCES

ITEM # 43975

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADOPTED:***

*Ordinance to **ACCEPT** and **APPROPRIATE** a \$80,000 Grant from the Federal Emergency Management Agency (FEMA) to the Fire Department's FY 1998-1999 Operating Budget re supporting the operations of the **FEMA Urban Search and Rescue Team, Virginia Task Force No. 2**; and, increase the estimated revenue from the federal government accordingly.*

Voting: 10-0 (By Consent)

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

1 AN ORDINANCE TO ACCEPT AND APPROPRIATE A GRANT
2 IN THE AMOUNT OF \$80,000 FROM THE FEDERAL
3 EMERGENCY MANAGEMENT AGENCY (FEMA) TO THE FIRE
4 DEPARTMENT'S FY 1998-99 OPERATING BUDGET TO
5 SUPPORT THE OPERATIONS OF THE FEMA URBAN
6 SEARCH AND RESCUE TEAM, VIRGINIA TASK FORCE
7 NO. 2
8

9 WHEREAS, the Federal Emergency Management Agency (FEMA)
10 provides annual grants to localities sponsoring Urban Rescue Teams;

11 WHEREAS, the City of Virginia Beach, as the sponsoring
12 locality for Virginia Task Force No. 2, an Urban Search and Rescue
13 Team authorized by FEMA, has been awarded a grant in the amount of
14 \$80,000; and

15 WHEREAS, the grants will be used for the maintenance of
16 equipment, the purchase of additional equipment, and the training
17 of personnel.

18 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY
19 OF VIRGINIA BEACH, VIRGINIA:

20 1. That a grant in the amount of \$80,000 is hereby
21 accepted from the Federal Emergency Management Agency and
22 appropriated to the Fire Department's FY 1998-99 Operating Budget
23 for maintenance of equipment, the purchase of additional equipment,
24 and the training of personnel related to the operation of the FEMA
25 Urban Search and Rescue Team, Virginia Task Force No 2; and

26 2. That estimated revenue from the federal government is
27 hereby increased in the amount of \$80,000.

28 *Requires an affirmative vote by a majority of City Council*
29 *members.*

30 Adopted the 25 day of August, 1998, by the Council of the
31 City of Virginia Beach, Virginia.
32

33 CA-7111
34 DATA/ORDIN/NONCODE/YOUTH.ORD
35 AUGUST 17, 1998
36 R2
37

38 APPROVED AS TO CONTENT

39 APPROVED AS TO LEGAL
40 SUFFICIENCY

41
42 Walter C. Kraemer, by LCA
43 Walter C. Kraemer
44 Department of Management Services
45

41
42 Larry S. Span, Jr.
43 Department of Law
44
45

Item VI-J.4.

ORDINANCES

ITEM # 43976

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADOPTED:***

*Ordinance to **ACCEPT** and **APPROPRIATE** a \$75,000 Grant from the Virginia Department of Criminal Justice Services (VDCJS); **TRANSFER** \$25,000 from the General Fund Reserve for Contingencies for grant matches to the FY 1998-1999 Operating Budget of the Department of Social Services re operating the **Youth Intervention Team** on a year-round basis; and, increase the estimated revenue from the Commonwealth of Virginia accordingly*

Voting: 10-0 (By Consent)

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., , Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

1
2
3
4 AN ORDINANCE TO ACCEPT AND APPROPRIATE A GRANT
5 IN THE AMOUNT OF \$75,000 FROM THE VIRGINIA
6 DEPARTMENT OF CRIMINAL JUSTICE SERVICES AND TO
7 TRANSFER FUNDS IN THE AMOUNT OF \$25,000 FROM
8 THE GENERAL FUND RESERVE FOR CONTINGENCIES FOR
9 GRANT MATCHES TO THE FY 1998-99 BUDGET OF THE
10 DEPARTMENT OF SOCIAL SERVICES TO OPERATE THE
11 YOUTH INTERVENTION TEAM ON A YEAR-ROUND BASIS
12
13

14 WHEREAS, the Youth Intervention Team was established to
15 aid in decreasing tensions associated with the congregation of
16 youth at the Oceanfront;

17 WHEREAS, in addition to continuing activities at the
18 Oceanfront, the Team will now extend its youth-crime prevention
19 mediation to other areas of the City such as schools and malls; and

20 WHEREAS, the Virginia Department of Criminal Justice
21 Services has awarded the Virginia Beach Department of Social
22 Services a matching grant in the amount of \$75,000 to fund the
23 operation of the Youth Intervention Team on a year-around basis;

24 WHEREAS, the City has sufficient funds in the General
25 Fund Reserve for Contingencies for Grant Matches to provide the
26 required match of \$25,000, thereby eliminating the need for
27 additional appropriations;

28 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
29 CITY OF VIRGINIA BEACH, VIRGINIA:

30 1. That a grant in the amount of \$75,000 is hereby
31 accepted from the Virginia Department of Criminal Justice Services
32 and appropriated to the FY 1998-99 Operating Budget of the Virginia
33 Beach Department of Social Services for operation of the Youth
34 Intervention Team;

35 2. That funds in the amount of \$25,000 are hereby
36 transferred from the General Fund Revenue for Contingencies for
37 Grant Matches to the FY 1998-99 Operating Budget of the Department

38 of Social Services as the City's required match for the grant; and
39 3. That estimated revenue from the Commonwealth of
40 Virginia is hereby increased in the amount of \$75,000.

41 Requires an affirmative vote by a majority of City Council
42 members.

43

44 Adopted the 25 day of August, 1998, by the Council of the City
45 of Virginia Beach, Virginia.

46

47

48

49 CA-7118

50 DATA/ORDIN/NONCODE/YOUTH-2.ORD

51 AUGUST 17, 1998

R3

APPROVED AS TO CONTENT:

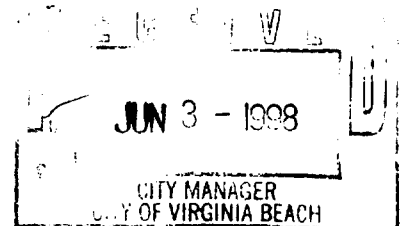
Walter C. Kraemer, by LCA

Walter C. Kraemer
Department of Management Services

APPROVED AS TO LEGAL:
SUFFICIENCY

Lawrence S. Spruill, Jr.

Department of Law



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

June 1, 1998

Joseph B. Benedetti
Director

805 East Broad Street, Tenth Floor
Richmond, Virginia 23219
(804) 786-4000
FAX (804) 371-8981
TDD (804) 386-8732

Mr. James K. Spore
City Manager
City of Virginia Beach
Municipal Center, Bldg. 1
Virginia Beach, Virginia 23456

Title: At-Risk Youth

Dear Mr. Spore:

I am pleased to advise you that grant number **99-B9800AD98** for the above-referenced grant program has been approved in the amount of \$75,000 in Federal Funds and \$25,000 in Local Cash Match for a total award of \$100,000.

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 Joe Marshall, 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.

When we receive documentation showing that you have complied with the conditions, you will be eligible to request funds awarded under this grant. A **REQUEST FOR FUNDS** form is also included with this letter and should be used for this purpose. You may request funds at the same time you submit the documentation of compliance with the grant conditions, or at any time thereafter. However, we cannot process your request until we have received and approved all required information.

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 call Rangeley Thornton at (804) 371-0863.

Sincerely,


Joseph B. Benedetti

Enclosures

cc: Ms. Susan Dye, Administrator
Mr. Randy Thompson, Chief of Finance
Rangeley Thornton, DCJS

Department of Criminal Justice Services

805 East Broad Street, 10th Floor, Richmond, VA 23219

Statement of Grant Award/Acceptance

Subgrantee--
Va Beach City
Grant Period--
From: 7/1/98

Date: June 1, 1998

Grant Number--
99-B9800AD98

Through: 6/30/99

Project Director	Project Administrator	Finance Officer
Ms. Susan Dye Administrator Youth Intervention Team City of Virginia Beach 2473 N. Landing Road Virginia Beach, Virginia 23456 Phone No: (757) 427-4537	Mr. James K. Spore City Manager City of Virginia Beach Municipal Center, Bldg. 1 Virginia Beach, Virginia 23456 Phone No: (757) 427-4242	Mr. Randy Thompson Chief of Finance City of Virginia Beach 3432 Virginia Beach Blvd. Virginia Beach, Virginia 23456 Phone No: (757) 437-3204

GRANT AWARD BUDGET

Budget Categories	DCJS Funds		Subgrantee Match	TOTALS
	Federal	General		
A. Personnel	\$75,000	\$ 0	\$25,000	\$100,000
B. Consultants	\$ 0	\$ 0	\$ 0	\$ 0
C. Travel	\$ 0	\$ 0	\$ 0	\$ 0
D. Equipment	\$ 0	\$ 0	\$ 0	\$ 0
E. Supplies & Other Expenses	\$ 0	\$ 0	\$ 0	\$ 0
TOTALS	\$75,000	\$ 0	\$25,000	\$100,000

This grant is subject to all rules, regulations, and criteria included in the grant application and the special conditions attached thereto.


Joseph B. Benedetti, 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 _____, 19__.

Signature: _____

Title: _____

Item VI-J.5.

ORDINANCES

ITEM # 43977

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADOPTED:***

*Ordinance to **TRANSFER** \$44,900 from the FY 1998-1999 Operating Budget's General Fund Reserve for Contingencies to the City Council's FY 1998-1999 Operating Budget re extending **lobbying contract** with Vectre Corporation*

Voting: 10-0 (By Consent)

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

1 AN ORDINANCE TO TRANSFER FUNDS IN THE
2 AMOUNT OF \$44,900 FROM THE FY 1998-99
3 OPERATING BUDGET RESERVE FOR
4 CONTINGENCIES TO THE CITY COUNCIL
5 BUDGET FOR THE PROCUREMENT OF LOBBYING
6 SERVICES

7 WHEREAS, in FY 1997-98 City Council directed the City
8 Attorney and City Manager to procure services of a lobbying firm to
9 assist City staff in promoting the City's Legislative Package;

10 WHEREAS, Vectre Corporation was retained and the City's
11 interests were well represented in the 1998 General Assembly
12 session;

13 WHEREAS, it is recommended that the contract with the
14 Vectre Corporation be extended for FY 1998-99 in an amount not to
15 exceed \$44,900 for the provision of lobbying services throughout
16 the year, with emphasis on the month preceding the opening of the
17 General Assembly session and the session itself; and

18 WHEREAS, funding for this contract is available in the FY
19 1998-99 Operating Budget Reserve for Contingencies.

20 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY
21 OF VIRGINIA BEACH, VIRGINIA:

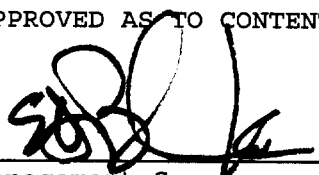
22 1. That funds in the amount of \$44,900 are hereby
23 transferred from the FY 1998-99 Operating Budget's General Fund
24 Reserve for Contingencies to City Council's FY 1998-99 Operating
25 Budget so that the lobbying contract with Vectre Corporation can be
26 extended.

27 2. That the City Manager is hereby authorized to
28 execute a contract in the maximum amount of \$44,900 for Vectre
29 Corporation to provide lobbying services on behalf of the City of
30 Virginia Beach during FY 1998-99, including the 1999 Session of the
31 General Assembly.

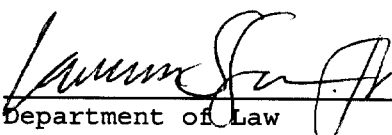
32 Adopted by the Council of the City of Virginia Beach,
33 Virginia, on the 25 day of August, 1998.

CA-7110
DATA/ORDIN/NONCODE/VECTRE.ORD
AUGUST 18, 1998
R2

APPROVED AS TO CONTENT:


Management Services

APPROVED AS TO LEGAL
SUFFICIENCY:


Department of Law

Item VI-J.6.

ORDINANCES

ITEM # 43978

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADOPTED:***

*Ordinance to authorize **acquisition of a visibility easement** to be conveyed to the City of Virginia Beach, Virginia, at the **intersection of South Fir Avenue and Bonney Road** (CIP 2-285.32) re improvement of **traffic safety**, either by agreement or condemnation.*

Voting: 10-0 (By Consent)

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

1 AN ORDINANCE TO AUTHORIZE
2 ACQUISITION OF A VISIBILITY
3 EASEMENT TO BE CONVEYED TO THE
4 CITY OF VIRGINIA BEACH, VIRGINIA
5 AT THE INTERSECTION OF S. FIR
6 AVENUE AND BONNEY ROAD, EITHER BY
7 AGREEMENT OR CONDEMNATION

8 WHEREAS, in the opinion of the Council of the City of
9 Virginia Beach, Virginia, a public necessity exists for the improvement of
10 visibility at the intersection of S. Fir Avenue and Bonney Road to provide
11 safe access from S. Fir Avenue onto Bonney Road and for the preservation
12 of the safety, health, peace, good order, comfort, convenience, and for the
13 welfare of the people in the City of Virginia Beach:

14 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY
15 OF VIRGINIA BEACH, VIRGINIA:

16 Section 1. That the City Council authorizes the
17 acquisition by purchase or condemnation pursuant to Sections 15.2-1901, et
18 seq., Code of Virginia of 1950, as amended, of all that certain 858 S.F.
19 permanent visibility easement as shown on the plat entitled: "PLAT SHOWING
20 A VISIBILITY EASEMENT CONVEYED TO THE CITY OF VIRGINIA BEACH FROM JOHN E.
21 & WILMA M. SIRINE, KEMPSVILLE BOROUGH -- VIRGINIA BEACH, VIRGINIA, SURVEY
22 BUREAU ENGINEERING DIVISION, DEPARTMENT OF PUBLIC WORKS, CITY OF VIRGINIA
23 BEACH, VIRGINIA, DATE: JUNE 30, 1997," this plat being recorded in Map Book
24 262 at Page 83, in the Clerk's Office of the Circuit Court of the City of
25 Virginia Beach, Virginia.

26 Section 2. That the City Manager is hereby authorized to
27 make or cause to be made on behalf of the City of Virginia Beach, to the
28 extent that funds are available, a reasonable offer to the owners or
29 persons having an interest in said lands. If refused, the City Attorney
30 is hereby authorized to institute proceedings to condemn said property.

31 Adopted by the Council of the City of Virginia Beach,
32 Virginia, on the 25 day of August, 1998.

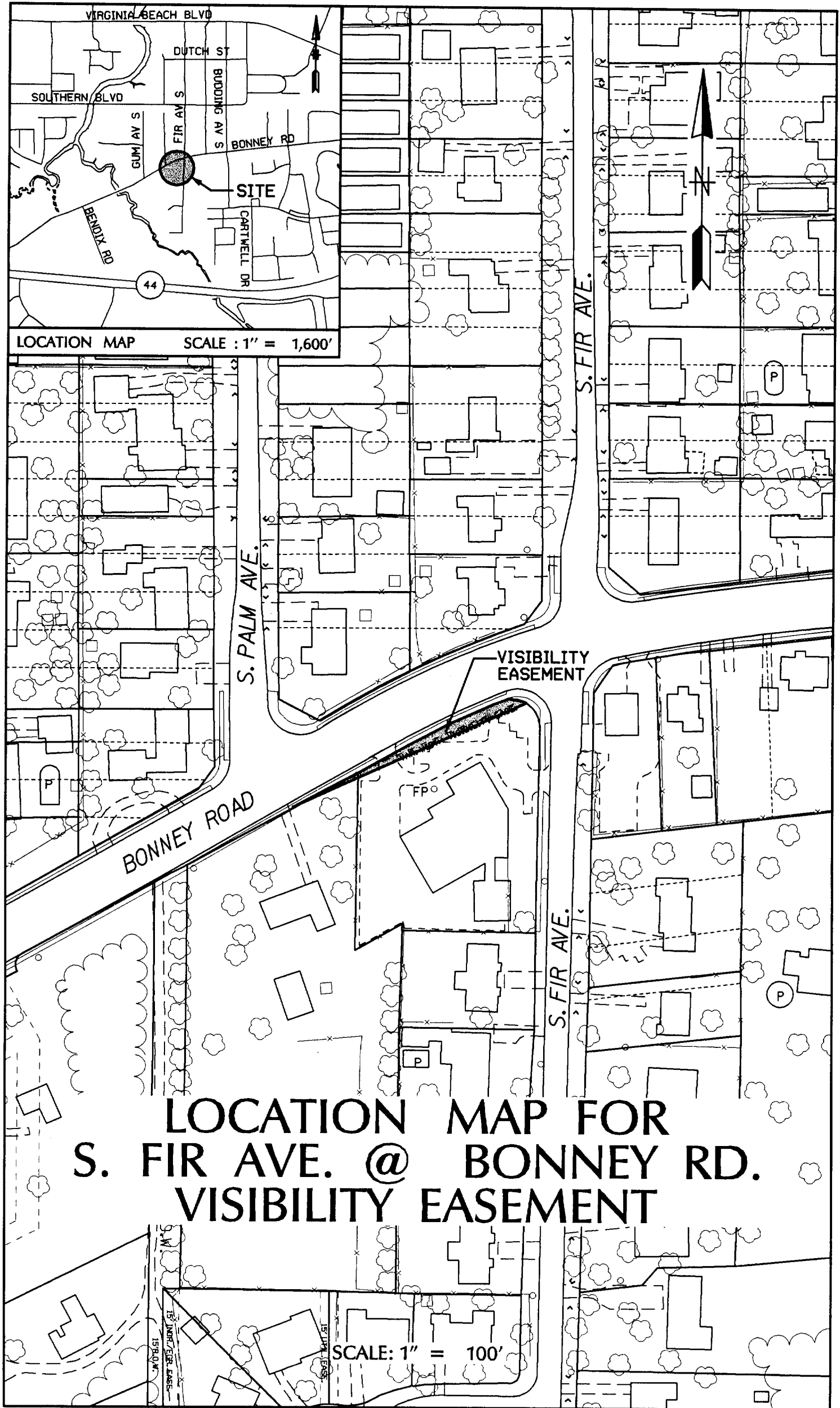
33 CA-#
34 PWALDO\#\#\#.ORD
R-1

APPROVED AS TO CONTENTS

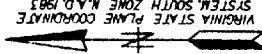
James C. Dawson
SIGNATURE
Public Works Real Estate
DEPARTMENT

APPROVED AS TO LEGAL
SUFFICIENCY AND FORM

Michael H. Rustole
CITY ATTORNEY



CURVE DATA TABLE				
NO.	DELTA	RADIUS	LENGTH	TANGENT
1	107° 50' 17"	730.00'	94.45'	47.29'
2	115° 20' 03"	25.00'	48.45'	38.00'
3	42° 06' 27"	25.00'	18.37'	9.62'



APPROVED: James C. Williams DATE: 7-3-97
DIRECTOR OF PUBLIC WORKS, CITY OF VIRGINIA BEACH, VIRGINIA

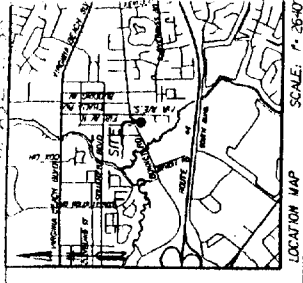
SIGNED: Waid Kidd DATE: 6/30/97
CITY SURVEYOR, CITY OF VIRGINIA BEACH, VIRGINIA

NOTE: (IN PROPERTY LINE INFORMATION IS BASED ON PLATS, DEEDS, AND ACTUAL FIELD MEASUREMENTS. THIS PLAT IS INTENDED FOR ACQUISITION PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.)

NOTE: (2) MERIDIAN SOURCE IS BASED ON VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE N.A.D. 1983. COORDINATE VALUES ARE EXPRESSED IN INTERNATIONAL FEET (ONE FOOT EQUALS 0.3048 METERS).

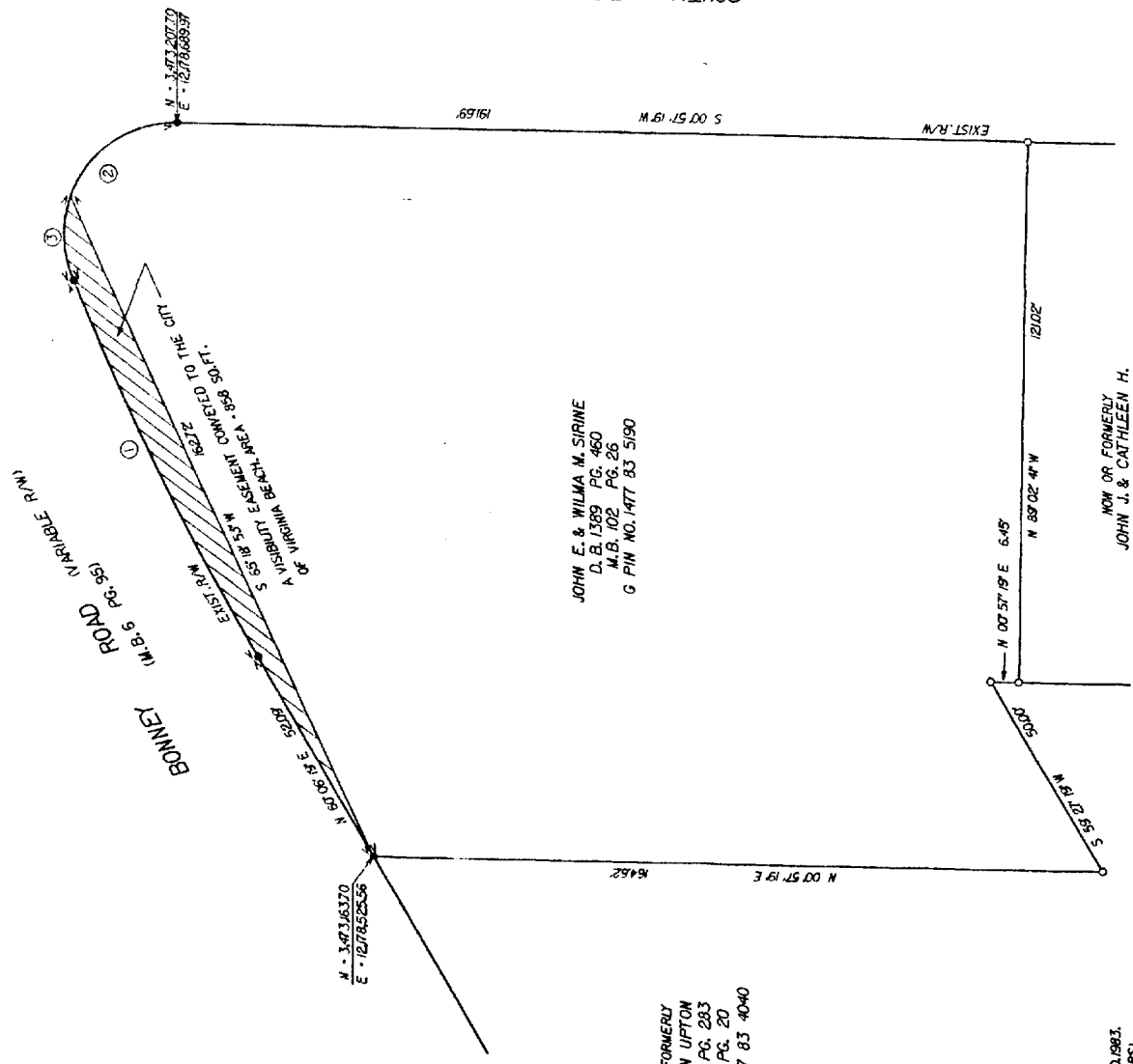
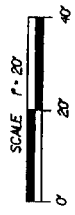
☒ DENOTES A VISIBILITY EASEMENT CONVEYED TO THE CITY OF VIRGINIA BEACH. AREA = 858 SQ. FT.

VIRGINIA
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA
ON THE 30th DAY OF SEPTEMBER, 1997. THIS PLAT WAS RECEIVED AND ADMITTED
TO RECORD IN MAP BOOK 253 AT PAGE 83
BY CLERK



SOUTH AVENUE (VARIABLE R/W)
(M.B. 76 PG. 3)

LEGEND
—●— PIN (FOUND)
—○— CORNER (NOT SET)



JOHN E. & WILMA M. SIRINE
D.B. 1389 PG. 480
M.B. 102 PG. 26
G PIN NO. 1477 83 5190

NOW OR FORMERLY
JOHN J. & CATHLEEN H.
RITZO
D.B. 2505 PG. 787
M.B. 86 PG. 21
G PIN NO. 1477 82 6916

PLAT SHOWING
A VISIBILITY EASEMENT
CONVEYED TO THE CITY OF VIRGINIA BEACH

FROM
JOHN E. & WILMA M. SIRINE

KEMPSONVILLE BOROUGH VIRGINIA BEACH, VIRGINIA
SURVEYOR
ENGINEER
DEPARTMENT OF PUBLIC WORKS
CITY OF VIRGINIA BEACH, VIRGINIA



Item VI-J.7.a.

ORDINANCES

ITEM # 43979

*Upon motion by Councilman Harrison, seconded by Vice Mayor Sessoms, City Council **DEFERRED** for thirty days until the City Council Session of September 22, 1998:*

Ordinance re temporary encroachment:

*Into a portion of the City's right-of-way by **GREAT NECK BAPTIST CHURCH** to construct and maintain **two (2) directional signs** at the intersections of Great Neck Road/Old Donation Parkway and Inlynnview Road (DISTRICT 5 - LYNNHAVEN)*

Voting: 10-0

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Item VI-J.7.b.

ORDINANCES

ITEM # 43980

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADOPTED:***

Ordinance re temporary encroachment:

Into a portion of the City's 20' drainage easement by *ROBERT L. and JOYCE M. GUNTER* to construct and maintain a wooden pier and stone rip rap at the rear of 5205 Executive Boulevard, Point of View (DISTRICT 2 - KEMPSVILLE

The following conditions shall be required:

- 1. It is understood and agreed that such temporary encroachment will be constructed and maintained in accordance with the laws of the Commonwealth of Virginia and the City of Virginia Beach, and in accordance with the City of Virginia Beach Public Works Department's specifications and approval as to size, alignment and location.*
- 2. It is understood and agreed that the temporary encroachment herein authorized shall terminate upon notice by the City of Virginia Beach to the applicant and that within thirty (30) days after such notice is given, such temporary encroachment shall be removed from the City's 20' Drainage Easement by the applicant, and that the applicant shall bear all expenses of such removal.*
- 3. It is understood and agreed that the applicant shall indemnify and hold harmless the City of Virginia Beach, its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees in case it shall be necessary to file or defend an action arising out of the location or existence of such temporary encroachment.*
- 4. It is further understood and agreed that nothing herein contained shall be construed to enlarge such permission and authority to permit the maintenance or construction of any encroachment other than that specified herein and to the limited extent specified herein, nor to permit the maintenance and construction of any encroachment by anyone other than the applicant.*
- 5. It is understood and agreed that the applicant agrees to maintain said temporary encroachment so as not to become unsightly or a hazard.*
- 6. It is understood and agreed that the City, upon revocation of such authority and permission so granted, may remove any such temporary encroachment and charge the cost thereof to the applicant, and collect the cost in any manner provided by law for the collection of local or state taxes; may require the applicant to remove such temporary encroachment; and pending such removal, the City may charge the applicant compensation for the use of such portion of the City's right-of-way encroached upon the equivalent of what would be the real property tax upon the land so occupied if it were owned by the applicant; and if such removal shall not be made within the time ordered hereinabove by this Agreement, the City shall impose a penalty in the sum of One Hundred Dollars (\$100.00) per day for each and every day that such temporary encroachment is allowed to continue thereafter, and shall collect such compensation and penalties in any manner provided by law for the collection of local or state taxes.*

Item VI-J.7.b.

ORDINANCES

ITEM # 43980 (Continued)

Voting: 10-0 (By Consent)

Council Members Voting Aye:

*Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., ,
Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera
E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr.
and A. M. "Don" Weeks*

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

1 Requested by Department of Public Works

2 AN ORDINANCE TO AUTHORIZE
3 TEMPORARY ENCROACHMENTS INTO
4 A PORTION OF THE CITY'S 20'
5 DRAINAGE EASEMENT AT THE
6 REAR OF 5205 EXECUTIVE BLVD.
7 BY ROBERT L. GUNTER AND
8 JOYCE M. GUNTER, THEIR
9 HEIRS, ASSIGNS AND
10 SUCCESSORS IN TITLE

11 WHEREAS, Robert L. Gunter and Joyce M. Gunter, husband
12 and wife, desire to construct and maintain a wooden pier and stone
13 rip rap into the City's 20' drainage easement located at the rear
14 of Lot 18, Block 3, Section 1, Subdivision of Point-of-View.

15 WHEREAS, City Council is authorized pursuant to §§ 15.2-
16 2009 and 15.2-2107, Code of Virginia, 1950, as amended, to
17 authorize temporary encroachments upon the City's right-of-way or
18 property subject to such terms and conditions as Council may
19 prescribe.

20 NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY
21 OF VIRGINIA BEACH, VIRGINIA:

22 That pursuant to the authority and to the extent thereof
23 contained in §§ 15.2-2009 and 15.2-2107, Code of Virginia, 1950, as
24 amended, Robert L. Gunter and Joyce M. Gunter, husband and wife,
25 their heirs, assigns and successors in title are authorized to
26 construct and maintain a temporary encroachment for a wooden pier
27 and stone rip rap in the City owned 20' drainage easement located
28 at the rear of Lot 18, Block 3, Section 1, Subdivision of Point-of-
29 View, as shown on the map entitled: "PROPOSED RIPRAP AND PIER IN:
30 BORROW PIT AT: VIRGINIA BEACH, VA APPLICATION BY: ROBERT GUNTER. ET
31 AL SHEET 1 OF 3 DATE: 7/24/96" a copy of which is on file in the
32 Department of Public Works and to which reference is made for a
33 more particular description; and

34 BE IT FURTHER ORDAINED, that the temporary encroachments
35 are expressly subject to those terms, conditions and criteria
36 contained in the Agreement between the City of Virginia Beach and

37 Robert L. Gunter and Joyce M. Gunter, husband and wife, (the
38 "Agreement") which is attached hereto and incorporated by
39 reference; and

40 BE IT FURTHER ORDAINED that the City Manager or his
41 authorized designee is hereby authorized to execute the Agreement.

42 BE IT FURTHER ORDAINED, that this Ordinance shall not be
43 in effect until such time as Robert L. Gunter and Joyce M. Gunter,
44 husband and wife and the City Manager or his authorized designee
45 execute the Agreement.

46 Adopted by the Council of the City of Virginia Beach,
47 Virginia, on the 25 day of August, 1998.

CA-7103

APPROVED AS TO CONTENTS

James C. Dawson
SIGNATURE
Public Works Real Estate
DEPARTMENT

APPROVED AS TO LEGAL
SUFFICIENCY AND FORM

Elizabeth Fox
CITY ATTORNEY

PREPARED BY VIRGINIA BEACH
CITY ATTORNEY'S OFFICE

EXEMPTED FROM RECORDATION TAXES
UNDER SECTIONS 58.1-811(a)(3)
AND 58.1-811(c)(4) REIMBURSEMENT
AUTHORIZED UNDER SECTION 25-249

THIS AGREEMENT, made this 10th day of SEPTEMBER, 1997, by and between the CITY OF VIRGINIA BEACH, VIRGINIA, a municipal corporation, Grantor, party of the first part, and ROBERT L. GUNTER AND JOYCE M. GUNTER, husband and wife, THEIR HEIRS, ASSIGNS AND SUCCESSORS IN TITLE, Grantee, party of the second part.

WITNESSETH:

That, WHEREAS, the party of the second part is the owner of that certain lot, tract, or parcel of land designated and described as Lot 18, Section 1, Block 3 of the Subdivision of Point "O" View, and being further designated and described as "5205 Executive Blvd., Virginia Beach, Virginia 23464 · GPIN 1467-61-4331" and

That, WHEREAS, it is proposed by the party of the second part to construct and maintain a Pier and Stone Rip Rap in the City of Virginia Beach; and

WHEREAS, in constructing and maintaining such Pier and Stone Rip Rap, it is necessary that the said party of the second part encroach into a portion of an existing City's 20' Drainage Easement ; and said party of the second part has requested that the party of the first part grant a temporary encroachment to facilitate such Pier and Stone Rip Rap within a portion of the City's 20' Drainage Easement.

GPIN 1467-61-4331

NOW, THEREFORE, for and in consideration of the premises and of the benefits accruing or to accrue to the party of the second part and for the further consideration of One Dollar (\$1.00), in hand paid, to the said party of the first part, receipt of which is hereby acknowledged, the party of the first part doth grant to the party of the second part a temporary encroachment to use a portion of the City's 20' Drainage Easement for the purpose of constructing and maintaining such Pier and Stone Rip Rap.

It is expressly understood and agreed that such temporary encroachment will be constructed and maintained in accordance with the laws of the Commonwealth of Virginia and the City of Virginia Beach, and in accordance with the City of Virginia Beach Public Works Department's specifications and approval as to size, alignment and location and is more particularly described as follows, to wit:

An area of temporary encroachment into a portion of the City's 20' Drainage Easement as shown on that certain plat entitled: "PROPOSED RIP RAP AND PIER IN: BORROW PIT AT: VIRGINIA BEACH, VA. APPLICATION BY: ROBERT GUNTER, ET AL," a copy of which is attached hereto as Exhibit "A" and to which reference is made for a more particular description.

It is further expressly understood and agreed that the temporary encroachment herein authorized shall terminate upon notice by the City of Virginia Beach to the party of the second part, and that within thirty (30) days after such notice is given, such temporary encroachment shall be removed from the City's 20' Drainage Easement by the

party of the second part; and that the party of the second part shall bear all costs and expenses of such removal.

It is further expressly understood and agreed that the party of the second part shall indemnify and hold harmless the City of Virginia Beach, its agents and employees, from and against all claims, damages, losses and expenses including reasonable attorney's fees in case it shall be necessary to file or defend an action arising out of the location or existence of such temporary encroachment.

It is further expressly understood and agreed that nothing herein contained shall be construed to enlarge such permission and authority to permit the maintenance or construction of any encroachment other than that specified herein and to the limited extent specified herein, nor to permit the maintenance and construction of any encroachment by anyone other than the party of the second part.

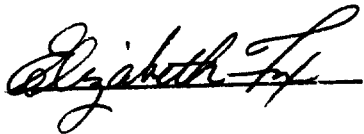
It is further expressly understood and agreed that the party of the second part agrees to maintain said temporary encroachment so as not to become unsightly or a hazard.

It is further expressly understood and agreed that the party of the first part, upon revocation of such authority and permission so granted, may remove any such temporary encroachment and charge the cost thereof to the party of the second part, and collect the cost in any manner provided by law for the collection of local or state taxes; may require the party of the second part to remove such temporary encroachment; and pending such removal, the party of the first part may charge the party of the second part

compensation for the use of such portion of the City's right-of-way encroached upon the equivalent of what would be the real property tax upon the land so occupied if it were owned by the party of the second part; and if such removal shall not be made within the time ordered hereinabove by this Agreement, the City shall impose a penalty in the sum of One Hundred Dollars (\$100.00) per day for each and every day that such temporary encroachment is allowed to continue thereafter, and shall collect such compensation and penalties in any manner provided by law for the collection of local or state taxes.

IN WITNESS WHEREOF, Robert L. Gunter and Joyce M. Gunter, husband and wife, the said parties of the second part have caused this Agreement to be executed by their signatures and seals duly affixed. Further, that the City of Virginia Beach has caused this Agreement to be executed in its name and on its behalf by its City Manager and its seal be hereunto affixed and attested by its City Clerk.

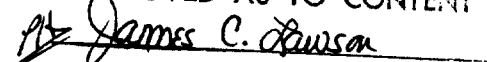
APPROVED AS TO
LEGAL SUFFICIENCY



(SEAL)
ATTEST:

City Clerk

APPROVED AS TO CONTENT


SIGNATURE
Public Works Real Estate
DEPARTMENT

CITY OF VIRGINIA BEACH

By _____
City Manager/Authorized
Designee of the City Manager


Robert L. Gunter


Joyce M. Gunter

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by _____, CITY MANAGER/AUTHORIZED DESIGNEE OF THE CITY MANAGER.

Notary Public

My Commission Expires:

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

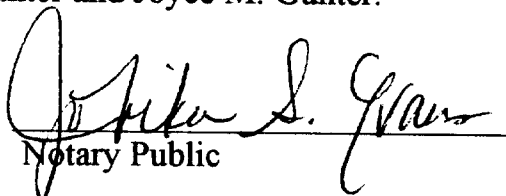
The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by RUTH HODGES SMITH, City Clerk for the CITY OF VIRGINIA BEACH.

Notary Public

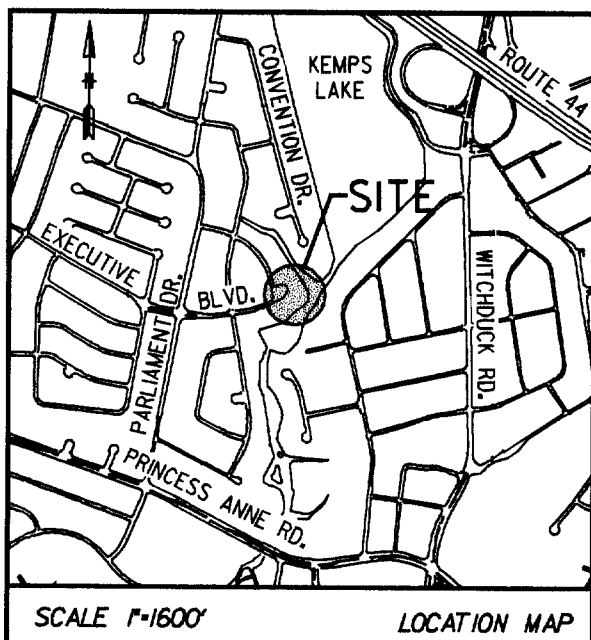
My Commission Expires:

STATE OF Virginia
CITY/COUNTY OF Virginia Beach, to-wit:

The foregoing instrument was acknowledged before me this 10th day of September, 1997, by Robert L. Gunter and Joyce M. Gunter.

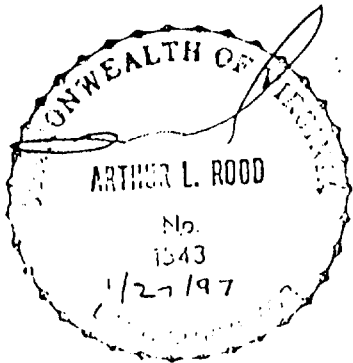

Notary Public

My Commission Expires: My Commission Expires August 31, 2000



LOCATION MAP FOR PROPOSED
ENCROACHMENT OF RIPRAP AND PIER
BY ROBERT GUNTER AND JOYCE M. GUNTER
5205 EXECUTIVE BLVD.

SCALE: 1" = 100'



"KEMPES LAKE"

Area Dedicated to the City of Virginia Beach, VA.
(M.B. 56, Pg. 43)

EASEMENT LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 71°21'06" E	14.51'
L2	S 18°38'54" E	22.52'
L3	S 12°18'45" E	16.19'
L4	S 19°17'02" E	15.01'
L5	S 03°42'42" W	15.44'
L6	N 86°17'18" W	4.41'

PERPETUAL EASEMENT AND
RIGHT-OF-WAY FOR THE
BENEFIT OF LOT 18
Area = 774.71' Sq.Ft. or 0.02 Ac.

Subdivision of POINT "O" VIEW, Section One
(M.B. 66, Pg. 55)

27
(M.B. 66, Pg. 53)

19
(M.B. 60, Pg. 55)

28
(M.B. 66, Pg. 53)
G.P.I.N. 1467-61-4499

20' ACCESS ROAD
(M.B. 60, Pg. 55)

R is C of 20' Drainage Easement
(M.B. 66, Pg. 53)

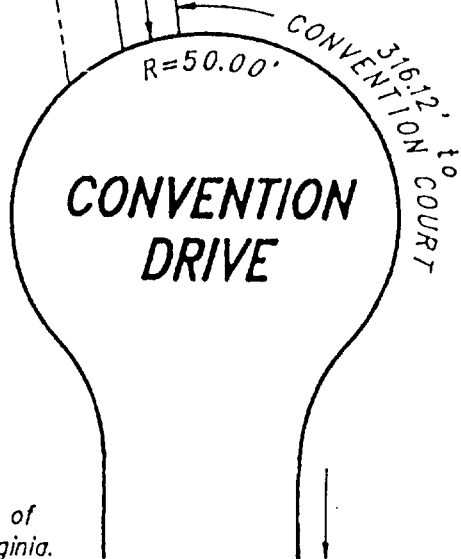
Parcel "B"
(M.B. 60, Pg. 55)

Notes :

- 1) A 5 foot easement (unless greater width is noted) along and adjacent to all side and rear lines of all lots within this subdivision has been dedicated to the City of Virginia Beach, Virginia for the installation and/or maintenance of utilities and drainage facilities.
- 2) This is a composite plat and is not based on an actual field survey.

29
(M.B. 66, Pg. 53)

26
(M.B. 66, Pg. 53)



EASEMENT PLAT
FOR
LOT 28, SUBDIVISION OF
POINT "O" VIEW, SECTION TWO
KEMPESVILLE BOROUGH - VIRGINIA BEACH, VIRGINIA

Scale: 1"=50'

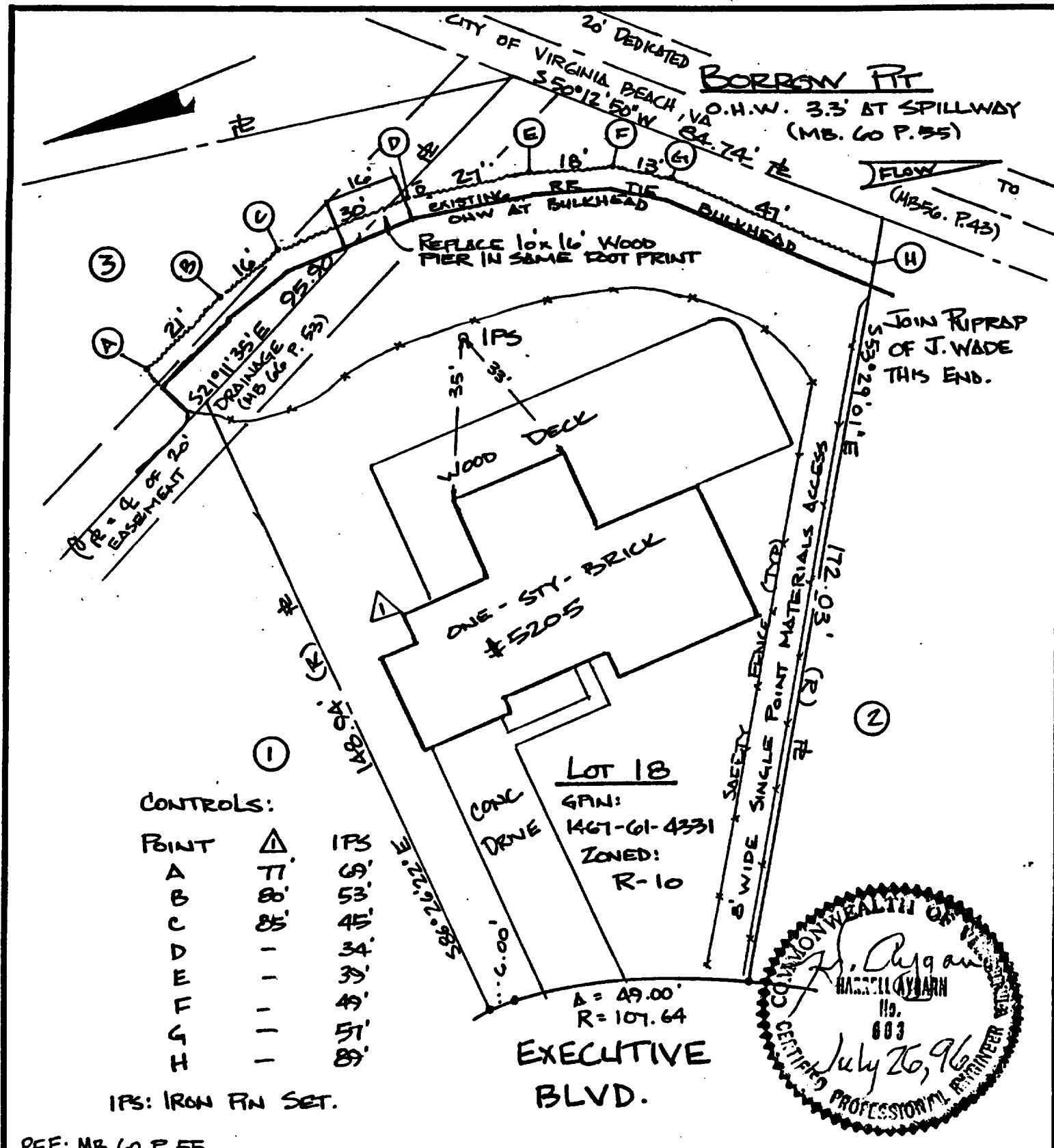
Date: JANUARY 27, 1997

LEE S. ROOD, P.C.

Land Surveyors

5737 BARTEE STREET
NORFOLK, VIRGINIA 23502
Ph. (757) 466-1111

Reference:
M.B. 66, Pg. 53
Clerk's Office, City of
Virginia Beach, Virginia.



REF: MB. 60 P. 55

PURPOSE: EROSION CONTROL
DATUM: M.S.L. 0.0
ADJACENT PROPERTY OWNERS
1. LOUIS HENNINGER
2. JOSEPH WADE
3. R. YANCEY
4.

PLAN VIEW
SCALE 1" = 30'

0 30' 60'

PROPOSED RIPRAP AND PIER
IN: BORROW PIT
AT: VIRGINIA BEACH, VA
APPLICATION BY:
ROBERT GUNTER, ET AL
SHEET 1 OF 3
DATE: 7/24/96

THIS AMENDED DEED OF EASEMENT effective as of the 29th day of January, 1997 by and between **ROMELNA H. YANCEY**, widow, Grantor, and **ROBERT LEE GUNTER, SR.** and **JOYCE MARIE GUNTER**, husband and wife, Grantees, whose address is 5205 Executive Boulevard, Virginia Beach, Virginia.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property located in the City of Virginia Beach, Virginia, which property is briefly described as Lot Twenty-Eight (28), in Block One (1), Section Two (2) as shown on the plat of Subdivision of Point-of-View, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 66, at Page 53 and being located on Convention Drive in the said City (GPIN #14676144990000); and

WHEREAS, Grantees are the owners of Lot Eighteen (18), in Block Three (3), Section One (1) on the aforesaid plat, recorded in the said Clerk's Office in Map Book 66 at page 55 and being known as 5205 Executive Boulevard in the said City (GPIN #14676143310000); and

WHEREAS, Grantees wish to construct a bulkhead, pier and riprap revetment which would encroach on the property of Grantor; and

WHEREAS, Grantor is amenable to said encroachment subject to certain conditions and restrictions; and

WHEREAS, Grantor and Grantees executed a prior Deed of Easement ("Prior Deed of Easement") dated January 29, 1997 of record in the said Clerk's Office in Deed Book 3705 at page 1164; and

WHEREAS, the City of Virginia Beach refused to issue a building permit to Grantees

for the said improvements unless the said Prior Deed of Easement was amended to include the term "Rip Rap Revetment" in the permissible improvements to be made; and

WHEREAS, Grantor and Grantees have agreed to the said amendment language.

NOW, THEREFORE, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants and conveys unto the Grantees a perpetual easement for the construction and maintenance of a bulkhead, pier and riprap revetment to serve said Lot Eighteen (18), the area of which easement is more particularly described as follows:

Being an area of 774.21 square feet or 0.02 acres and designated as "Perpetual Easement and Right-of-Way for the Benefit of Lot 18, Area = 774.71 Sq. Ft. or 0.02 Ac.", and shown on that plat entitled "Easement Plat for Lot 28, Subdivision of Point O'View, Section Two, Kempsville Borough - Virginia Beach, Virginia," dated January 27, 1997 by Lee S. Rood, P.C., Land Surveyors, which plat is attached hereto as an exhibit.

The easement hereby granted shall also encompass any reasonable further temporary encroachment which may be reasonably necessary during the course of said construction and/or maintenance. Subject to Grantor's reservations, set out below, the easement hereby granted shall be perpetual, shall be an easement appurtenant, and shall run with the land so as to bind the parties' successors and assigns. Said easement shall also include and encompass uses ordinarily made of such a bulkhead, pier and riprap revetment, viz. ingress and easement from boats on the water to the property of the Grantees, rights of mooring watercraft to same and similar reasonable uses that are granted exclusively to the Grantees and their invitees.

The Grantor reserves unto herself, her heirs, successors and assigns, the right to terminate this easement in the event, at any time, now or hereafter, (1) that governmental regulations or

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH

The foregoing was acknowledged before me this 14 day of May,
1998, by ROMELNA H. YANCEY.

Donna K. Jorgy
Notary Public

My commission expires:

9/30/2000

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH

The foregoing was acknowledged before me this 2nd day of May,
1998, by ROBERT LEE GUNTER, SR. and JOYCE MARIE GUNTER.

Paula Roth
Notary Public

My commission expires:

06/30/2000

authorities determine that the servient parcel, that is, Lot Twenty-eight (28), in Block one (1), Section Two (2), Plat of Subdivision of Point-of-View, cannot be utilized as a separate and distinct buildable lot due to the existence of the easement granted herein or (2) if the Grantees, theirs heirs, successors or assigns, violate any of the terms and conditions contained herein. Termination of said easement shall be effective immediately upon the recordation, in the aforesaid Clerk's Office, of a "Certificate of Termination" signed by the Grantor, her heirs, successors or assigns, referring to the right hereby retained in this grant.

The Grantees, by their acceptance, signing and recording this document, and their heirs, successors or assigns hereby agree to indemnify and hold the Grantor, her heirs, successors or assigns, harmless from any and all liability, real estate taxes and costs whatsoever incurred by Grantor, her heirs, successors or assigns, in connection with the land and improvements thereon located within the said perpetual easement and the Grantees' use thereof. The Grantees further agree to add the Grantor, her heirs, successors or assigns as an insured on their Homeowner's Insurance Policy and to give the Grantor, her heirs, successors or assigns a copy of the said Policy.

WITNESS the following signatures and seals:

Romelna H. Yancey (SEAL)
ROMELNA H. YANCEY

Robert Lee Gunter (SEAL)
ROBERT LEE GUNTER, SR.

Joyce Marie Gunter (SEAL)
JOYCE MARIE GUNTER

Item VI-J.7.c.

ORDINANCES

ITEM # 43981

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADOPTED:***

Ordinance re temporary encroachment:

*Into a portion of the City's variable width impoundment easement designated as "LAKE" by **DR. RONALD E. MODLINGER** to construct and maintain a floating 8' x 10' wooden dock at the rear of 2188 Bierce Drive, Red Mill Farm (DISTRICT 7 - PRINCESS ANNE)*

The following conditions shall be required:

- 1. It is understood and agreed that such temporary encroachment will be constructed and maintained in accordance with the laws of the Commonwealth of Virginia and the City of Virginia Beach, and in accordance with the City of Virginia Beach Public Works Department's specifications and approval as to size, alignment and location.*
- 2. It is understood and agreed that the temporary encroachment herein authorized shall terminate upon notice by the City of Virginia Beach to the applicant, and that within thirty (30) days after such notice is given, the temporary encroachment shall be removed from the City's impoundment easement by the applicant; and that the applicant shall bear all costs and expenses of such removal.*
- 3. It is understood and agreed that the applicant shall indemnify and hold harmless the City of Virginia Beach, its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees in case it shall be necessary to file or defend an action arising out of the location or existence of such temporary encroachment.*
- 4. It is understood and agreed that nothing herein contained shall be construed to enlarge such permission and authority to permit the maintenance or construction of any encroachment other than that specified herein and to the limited extent specified herein, nor to permit the maintenance and construction of any encroachment by anyone other than the applicant.*
- 5. It is understood and agreed that the applicant agrees to maintain said temporary encroachment so as not to become unsightly or a hazard.*
- 6. It is understood and agreed that the applicant shall obtain and keep in force All Risk Property Insurance and General Liability or such insurance as is deemed necessary by the City, and all insurance policies must name the City as additional named insured or loss payee, as applicable. The applicant also agrees to carry Comprehensive General Liability Insurance in an amount not less than \$500,000.00 combined single limits of such insurance policy or policies. The applicant will provide endorsements providing at least thirty (30) days written notice to the City prior to the cancellation or termination of, or material change to, any of the insurance policies. The applicant assumes all responsibilities and liabilities, vested or contingent, with relation to the temporary encroachment.*

August 25, 1998

Item VI-J.7.c.

ORDINANCES

ITEM # 43981 (Continued)

7. *It is understood and agreed that the City , upon revocation of such authority and permission so granted, may remove any such temporary encroachment and charge the cost thereof to the applicant, and collect the cost in any manner provided by law for the collection of local or state taxes; may require the applicant to remove such temporary encroachment; and pending such removal, the City may charge the applicant compensation for the use of such portion of the City's impoundment easement encroached upon the equivalent of what would be the real property tax upon the land so occupied if it were owned by the applicant; and if such removal shall not be made within the time ordered hereinabove by this Agreement, the City shall impose a penalty in the sum of One Hundred Dollars (\$100.00) per day for each and every day that such temporary encroachment is allowed to continue thereafter, and shall collect such compensation and penalties in any manner provided by law for the collection of local or state taxes.*

Voting: 10-0 (By Consent)

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., , Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

1 Requested by Department of Public Works

2 AN ORDINANCE TO AUTHORIZE
3 TEMPORARY ENCROACHMENTS INTO
4 A PORTION OF THE CITY'S
5 VARIABLE WIDTH IMPOUNDMENT
6 EASEMENT AT THE REAR OF 2188
7 BIERCE DRIVE BY DR. RONALD
8 E. MODLINGER, HIS HEIRS,
9 ASSIGNS AND SUCCESSORS IN
10 TITLE

11 WHEREAS, Dr. Ronald E. Modlinger desires to construct and
12 maintain a floating 8' X 10' wooden dock into the City's variable
13 width impoundment easement designated as "LAKE", located at the
14 rear of Lot 1397, Section 23, South Shore Estate, Red Mill Farm
15 Subdivision.

16 WHEREAS, City Council is authorized pursuant to §§ 15.2-
17 2009 and 15.2-2107, Code of Virginia, 1950, as amended, to
18 authorize temporary encroachments upon the City's right-of-way or
19 property subject to such terms and conditions as Council may
20 prescribe.

21 NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY
22 OF VIRGINIA BEACH, VIRGINIA:

23 That pursuant to the authority and to the extent thereof
24 contained in §§ 15.2-2009 and 15.2-2107, Code of Virginia, 1950, as
25 amended, Dr. Ronald E. Modlinger, his heirs, assigns and successors
26 in title are authorized to construct and maintain a temporary
27 encroachment for a floating 8' X 10' wooden dock in the City owned
28 impoundment easement designated as "LAKE", located at the rear of
29 Lot 1397, Section 23, South Shore Estate, Red Mill Farm
30 Subdivision, as shown on the map entitled: "PHYSICAL SURVEY OF LOT
31 1397, SECTION 23 SOUTH SHORE ESTATE, RED MILL FARM 2188 BIERCE
32 DRIVE VIRGINIA BEACH, VIRGINIA FOR RONALD E. MODLINGER" a copy of
33 which is on file in the Department of Public Works and to which
34 reference is made for a more particular description; and

35 BE IT FURTHER ORDAINED, that the temporary encroachments
36 are expressly subject to those terms, conditions and criteria

37 contained in the Agreement between the City of Virginia Beach and
38 Dr. Ronald E. Modlinger, (the "Agreement") which is attached hereto
39 and incorporated by reference; and

40 BE IT FURTHER ORDAINED that the City Manager or his
41 authorized designee is hereby authorized to execute the Agreement.

42 BE IT FURTHER ORDAINED, that this Ordinance shall not be
43 in effect until such time as Dr. Ronald E. Modlinger and the City
44 Manager or his authorized designee execute the Agreement.

45 Adopted by the Council of the City of Virginia Beach,
46 Virginia, on the 25 day of August, 1998.

CA-7102

APPROVED AS TO CONTENTS

James C. Dawson
SIGNATURE
Public Works Real Estate
DEPARTMENT

APPROVED AS TO LEGAL
SUFFICIENCY AND FORM

Elizabeth Ford
CITY ATTORNEY

PREPARED BY VIRGINIA BEACH
CITY ATTORNEY'S OFFICE

EXEMPTED FROM RECORDATION TAXES
UNDER SECTIONS 58.1-811(a)(3)
AND 58.1-811(c)(4) REIMBURSEMENT
AUTHORIZED UNDER SECTION 25-249

THIS AGREEMENT, made this 30th day of MARCH, 1998, by and between the CITY OF VIRGINIA BEACH, VIRGINIA, a municipal corporation, Grantor, party of the first part, and RONALD E. MODLINGER, SINGLE, HIS HEIRS, ASSIGNS AND SUCCESSORS IN TITLE, Grantee, party of the second part.

WITNESSETH:

That, WHEREAS, the party of the second part is the owner of that certain lot, tract, or parcel of land designated and described as "Lot 1397, Section 23, South Shore Estate, Red Mill Farm" and being further designated and described as "2188 Bierce Drive, Virginia Beach, Virginia 23454 · GPIN 2414-47-7378" and

That, WHEREAS, it is proposed by the party of the second part to construct and maintain a floating 8' X 10' wooden deck in the City of Virginia Beach; and

WHEREAS, in constructing and maintaining such floating 8' X 10' wooden dock, it is necessary that the said party of the second part encroach into a portion of an existing City impoundment easement; and said party of the second part has requested that the party of the first part grant a temporary encroachment to facilitate such floating 8' X 10' wooden dock within a portion of the City's impoundment easement.

GPIN 2414-47-7378

NOW, THEREFORE, for and in consideration of the premises and of the benefits accruing or to accrue to the party of the second part and for the further consideration of One Dollar (\$1.00), in hand paid, to the said party of the first part, receipt of which is hereby acknowledged, the party of the first part doth grant to the party of the second part a temporary encroachment to use a portion of the City's impoundment easement for the purpose of constructing and maintaining such floating 8' X 10' wooden dock.

It is expressly understood and agreed that such temporary encroachment will be constructed and maintained in accordance with the laws of the Commonwealth of Virginia and the City of Virginia Beach, and in accordance with the City of Virginia Beach Public Works Department's specifications and approval as to size, alignment and location and is more particularly described as follows, to wit:

An area of temporary encroachment into a portion of the City's impoundment easement as shown on that certain plat entitled: "PHYSICAL SURVEY OF LOT 1397, SECTION 23 SOUTH SHORE ESTATE, RED MILL FARM 2188 BIERCE DRIVE VIRGINIA BEACH, VIRGINIA FOR RONALD E. MODLINGER," a copy of which is attached hereto as Exhibit "A" and to which reference is made for a more particular description.

It is further expressly understood and agreed that the temporary encroachment herein authorized shall terminate upon notice by the City of Virginia Beach to the party

of the second part, and that within thirty (30) days after such notice is given, such temporary encroachment shall be removed from the City's impoundment easement by the party of the second part; and that the party of the second part shall bear all costs and expenses of such removal.

It is further expressly understood and agreed that the party of the second part shall indemnify and hold harmless the City of Virginia Beach, its agents and employees, from and against all claims, damages, losses and expenses including reasonable attorney's fees in case it shall be necessary to file or defend an action arising out of the location or existence of such temporary encroachment.

It is further expressly understood and agreed that nothing herein contained shall be construed to enlarge such permission and authority to permit the maintenance or construction of any encroachment other than that specified herein and to the limited extent specified herein, nor to permit the maintenance and construction of any encroachment by anyone other than the party of the second part.

It is further expressly understood and agreed that the party of the second part agrees to maintain said temporary encroachment so as not to become unsightly or a hazard.

It is further expressly understood and agreed that the party of the second part shall obtain and keep in force All Risk Property Insurance and General Liability or such insurance as is deemed necessary by the party of the first part, and all insurance policies must name the party of the first part as additional named insured or loss payee, as

applicable. The party of the second part also agrees to carry Comprehensive General Liability Insurance in an amount not less than \$500,000.00, combined single limits of such insurance policy or policies. The party of the second part will provide endorsements providing at least thirty (30) days written notice to the party of the first part prior to the cancellation or termination of, or material change to, any of the insurance policies. The party of the second part assumes all responsibilities and liabilities, vested or contingent, with relation to the temporary encroachment.

It is further expressly understood and agreed that the party of the first part, upon revocation of such authority and permission so granted, may remove any such temporary encroachment and charge the cost thereof to the party of the second part, and collect the cost in any manner provided by law for the collection of local or state taxes; may require the party of the second part to remove such temporary encroachment; and pending such removal, the party of the first part may charge the party of the second part compensation for the use of such portion of the City's impoundment easement encroached upon the equivalent of what would be the real property tax upon the land so occupied if it were owned by the party of the second part; and if such removal shall not be made within the time ordered hereinabove by this Agreement, the City shall impose a penalty in the sum of One Hundred Dollars (\$100.00) per day for each and every day that such temporary encroachment is allowed to continue thereafter, and shall collect such compensation and penalties in any manner provided by law for the collection of local or state taxes.

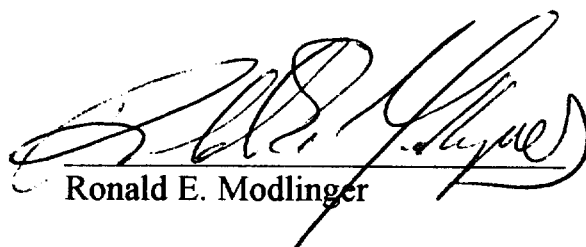
IN WITNESS WHEREOF, Ronald E. Modlinger, the said party of the second part has caused this Agreement to be executed by his signature and seal duly affixed. Further, that the City of Virginia Beach has caused this Agreement to be executed in its name and on its behalf by its City Manager and its seal be hereunto affixed and attested by its City Clerk.

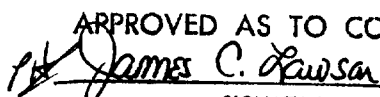
CITY OF VIRGINIA BEACH

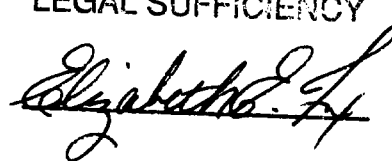
By _____
City Manager/Authorized
Designee of the City Manager

(SEAL)
ATTEST:

City Clerk


Ronald E. Modlinger

APPROVED AS TO CONTENT

SIGNATURE
Public Works Real Estate
DEPARTMENT

APPROVED AS TO
LEGAL SUFFICIENCY


STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this _____ day
of _____, 1998, by _____, CITY MANAGER /
AUTHORIZED DESIGNEE OF THE CITY MANAGER.

Notary Public

My Commission Expires:

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this _____ day
of _____, 1998, by RUTH HODGES SMITH, City Clerk for the CITY
OF VIRGINIA BEACH.

Notary Public

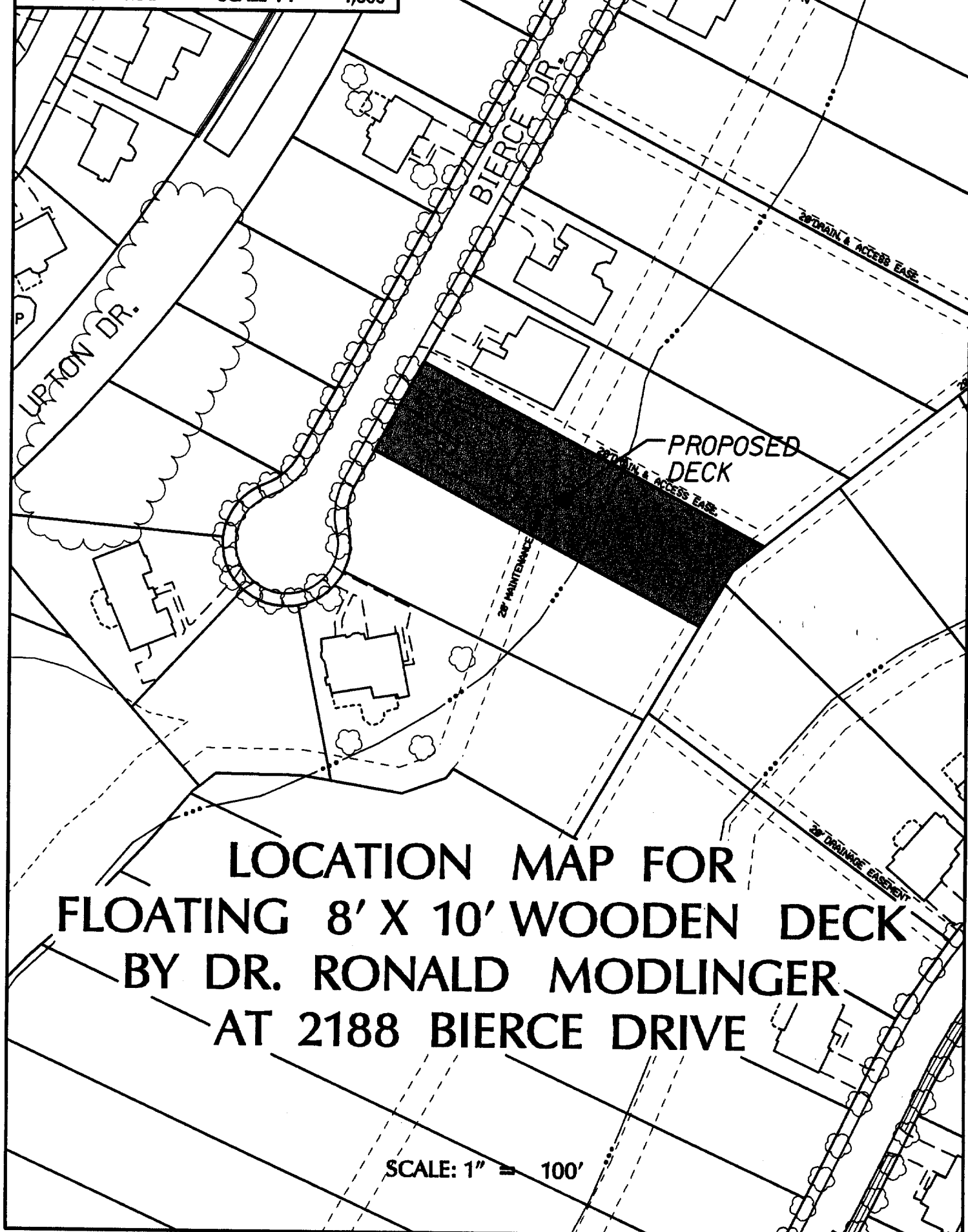
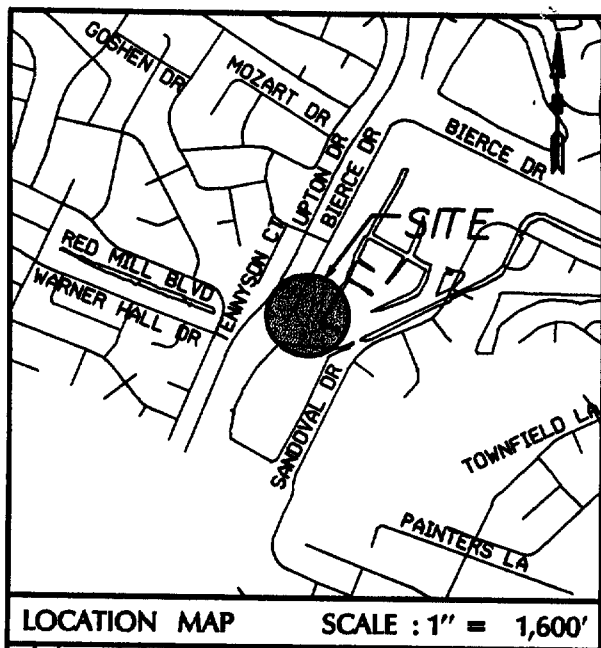
My Commission Expires:

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 30th day
of March, 1998, by Ronald E. Modlinger.

James D. Z. Riley
Notary Public

My Commission Expires: May 31, 2000

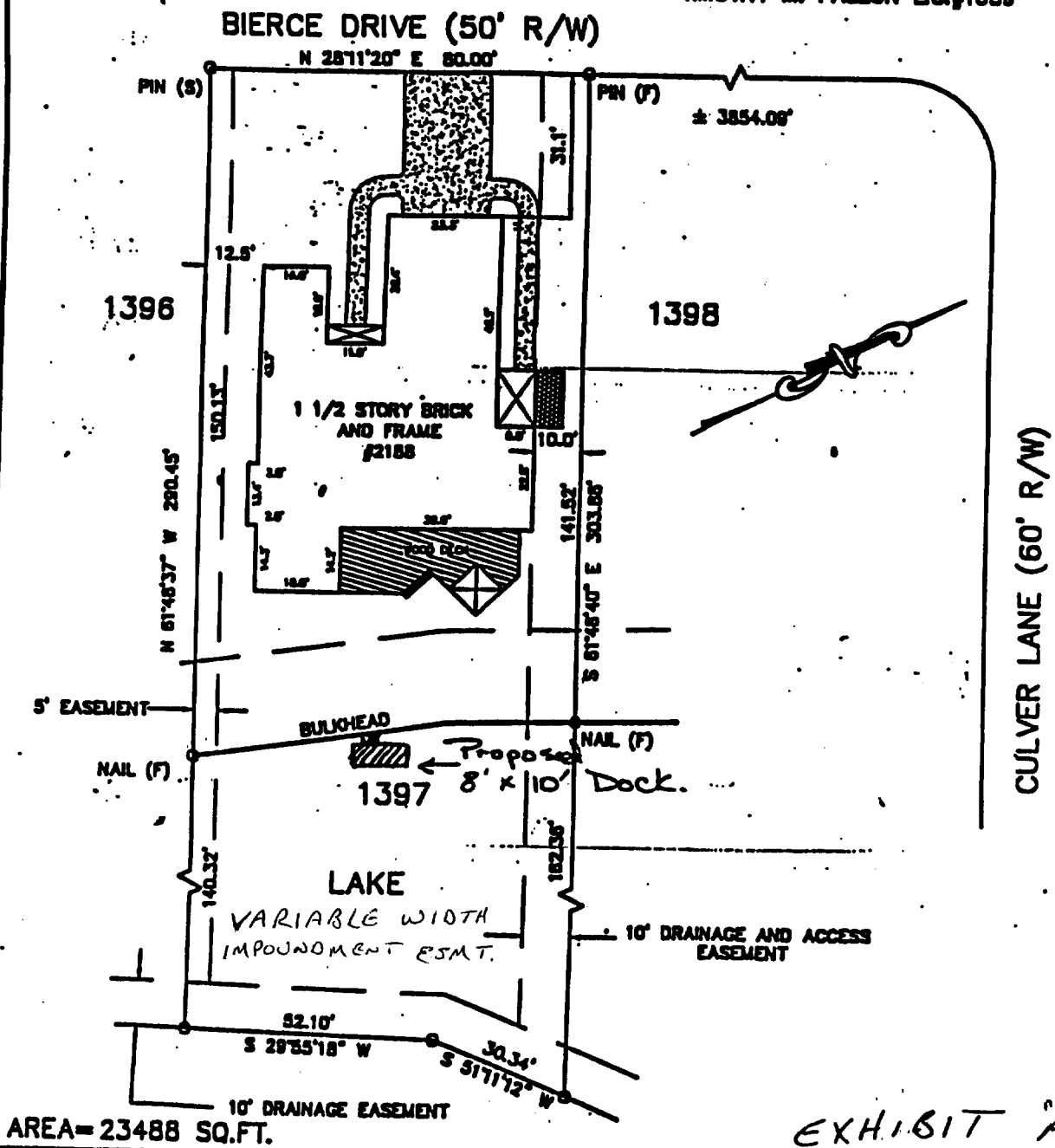


**LOCATION MAP FOR
FLOATING 8' X 10' WOODEN DECK
BY DR. RONALD MODLINGER
AT 2188 BIERCE DRIVE**

THIS IS TO CERTIFY THAT ON 5-27-97 I SURVEYED THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDING(S) ARE SHOWN ON THIS PLAT THE BUILDING(S) STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDING(S) ON THE PROPERTY EXCEPT AS SHOWN.

Timothy M. Fallon

TIMOTHY M. FALLON LIC.#1659



TIMOTHY M. FALLON.
LAND SURVEYING
23221 VILLA COURT APT 1A
CARROLLTON, VIRGINIA 23314
VOICE MAIL (757) 925-6875
FAX (757) 238-3708

FLOOD INFORMATION:
THIS PROPERTY APPEARS TO FALL IN FLOOD ZONE X
AS SHOWN ON NATIONAL FLOOD INSURANCE RATE MAP,
COMMUNITY # 515531 PANEL #50E
VIRGINIA BEACH, VIRGINIA
DATED 12-5-96.



SCALE 1"=30
DATE: 5-27-97
PROJECT # 97076
FB PS1 PG 107

PHYSICAL SURVEY
OF
LOT 1397, SECTION 23
SOUTH SHORE ESTATE, RED MILL FARM
2188 BIERCE DRIVE
VIRGINIA BEACH, VIRGINIA
FOR
RONALD E. MODLINGER

Item VI-J.8.

ORDINANCES

ITEM # 43982

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **APPROVED:***

License Refunds - \$16,657.07

Voting: 10-0 (By Consent)

Council Members Voting Aye:

***Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr.,
Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera
E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr.
and A. M. "Don" Weeks***

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

AN ORDINANCE AUTHORIZING LICENSE REFUNDS
UPON APPLICATION OF CERTAIN PERSONS AND
UPON CERTIFICATION OF THE COMMISSIONER
OF THE REVENUE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VIRGINIA BEACH, VIRGINIA:

That the following applications for license refunds, upon certification
of the Commissioner of the Revenue are hereby approved:

NAME	LICENSE YEAR	DATE PAID	BASE	INTEREST	TOTAL
BALLENTINE INC	1996-1997	AUDIT	2.56	0.32	2.88
BENISH, GEORGE P JR	1996-1998	AUDIT	159.39	0.00	159.39
BONNIE BRITE INC	1996-1998	AUDIT	10.00	(5.83)	4.17
BERGMAN, BROSMER & JEFFRI	1997	AUDIT	1,100.76	146.71	1,247.47
C TACKLE INC	1996-1998	AUDIT	32.45	4.49	36.94
CHILDTIME CHILDCARE INC	1997-1998	AUDIT	30.49	3.80	34.29
CONSOLIDATED STORES COR	1995-1997	AUDIT	432.35	31.62	463.97
DECKER REALTY CORP	1996-1998	AUDIT	25.77	(0.50)	25.27
DOCTORS ON CALL	1995-1998	AUDIT	3,393.26	340.69	3,733.95
FORRER, JOSEPH A	1995-1998	AUDIT	0.32	0.00	0.32
FRANKLEE INC	1996-1998	AUDIT	60.14	0.06	60.20
GRASMAN, JAMES S	1996-1998	AUDIT	24.40	0.00	24.40
GRIFFIN, SEBEN III	1995-1998	AUDIT	30.00	0.00	30.00
GRUBB, MELVIN R	1996-1998	AUDIT	10.00	0.25	10.25
HARRISON, BRUCE E	1996-1998	AUDIT	4.80	0.60	5.40
KOH SYSTEMS INC	1995-1997	AUDIT	4,696.30	(111.76)	4,584.54
RADZIEWICZ, STANLEY J JR	1996-1998	AUDIT	48.03	10.80	58.83
P D S TEMPORARY SERVICE	1996-1997	AUDIT	328.24	34.92	363.16
RGSR INC	1996-1998	AUDIT	231.93	49.46	281.39

Certified as to payment:


Philip J. Kellam
Commissioner of the Revenue

Approved as to form:


Leslie L. Lilley
City Attorney

This ordinance shall be effective from date of
adoption.

The above abatement(s) to \$11,126.82 were approved by the Council of the

City of Virginia Beach on the 25 day of August, 19 98.

Ruth Hodges Smith
City Clerk

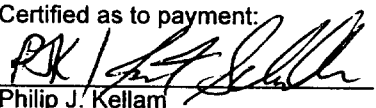
AN ORDINANCE AUTHORIZING LICENSE REFUNDS
UPON APPLICATION OF CERTAIN PERSONS AND
UPON CERTIFICATION OF THE COMMISSIONER
OF THE REVENUE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VIRGINIA BEACH, VIRGINIA:

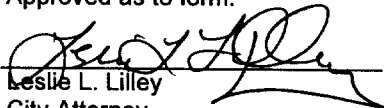
That the following applications for license refunds, upon certification
of the Commissioner of the Revenue are hereby approved:

NAME	LICENSE YEAR	DATE PAID	BASE	INTEREST	TOTAL
AMERICAN MEDICAL LAB INC	1997	AUDIT	469.12	54.71	523.83
ATLANTIC KEY & LOCK INC	1996-1998	AUDIT	50.28	0.83	51.11
BARTON, DANIEL N ATTY	1998	07/24/98	28.50	0.00	28.50
BERNHEISER, SCOTT & SAWIN	1995-1998	AUDIT	109.87	5.50	115.37
BLAZER FINANCIAL SERV INC	1997-1998	AUDIT	49.79	0.83	50.62
BLAZER MORTGAGE SERV INC	1997-1998	AUDIT	869.82	30.32	900.14
CONCRETE CREATIONS INC	1996-1998	AUDIT	629.28	54.42	683.70
COX, EUGENE S JR	1996-1997	AUDIT	30.00	0.00	30.00
CUSTOM IRRIGATION SYSTEM	1996-1998	AUDIT	0.16	0.00	0.16
FAIR CREDIT CORPORATION	1997-1998	AUDIT	94.98	1.58	96.56
FLOWERS ETC LLC	1996-1998	AUDIT	46.32	5.66	51.98
GALLARDI, ANTHONY L	1997-1998	AUDIT	246.34	4.42	250.76
GEHO, JOHN ROBERT	1996-1998	AUDIT	30.00	0.00	30.00
GEHO, SHARI D	1995-1996	AUDIT	30.00	0.00	30.00
HAMPTON ROADS DOCUMENT	1996-1998	AUDIT	88.43	0.00	88.43
HARRIS, WILLIE	1995-1998	AUDIT	30.00	0.00	30.00
J B I INC	1996-1997	AUDIT	478.93	53.61	532.54
J BAKER INC	1996-1997	AUDIT	1,283.49	156.23	1,439.72
JONES, SIDNEY H JR	1998	AUDIT	40.00	0.67	40.67
L & H CONTRACTING INC	1995-1997	AUDIT	88.18	13.88	102.06
NATIONAL CLOSEOUTS INC	1998	AUDIT	422.30	7.04	429.34
PREFERRED PHYSICAL THERA	1996-1998	AUDIT	6.88	1.49	8.37
TAUBMAN, NINA	1996-1998	AUDIT	13.47	2.92	16.39

Certified as to payment:


Philip J. Kellam
Commissioner of the Revenue

Approved as to form:


Leslie L. Lilley
City Attorney

This ordinance shall be effective from date of adoption.

The above abatement(s) to \$5,530.25 were approved by the Council of the

City of Virginia Beach on the 25 day of August, 1998.

Ruth Hodges Smith
City Clerk

Item VI-K.1.

RESOLUTIONS

ITEM # 43983

*Upon motion by Vice Mayor Sessoms, seconded by Council Lady Parker, City Council **ADOPTED:***

*Resolution to refer to the Planning Commission proposed amendments to the City Zoning Ordinance (CZO) re **Personal Watercraft (PWC)** rentals*

Voting: 10-0

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

A RESOLUTION REFERRING TO THE PLANNING
COMMISSION PROPOSED AMENDMENTS TO THE
CITY ZONING ORDINANCE PERTAINING TO
PERSONAL WATERCRAFT RENTALS

WHEREAS, the Jet Ski Advisory Committee has requested the City Council to pursue, through the appropriate process with the Planning Commission, an amendment to the City Zoning Ordinance making the rental of personal watercraft a conditional use; and

WHEREAS, the public necessity, convenience, general welfare and good zoning practice so require;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VIRGINIA BEACH,
VIRGINIA:

There is hereby referred to the Planning Commission, for its consideration and recommendation, proposed amendments to Sections 111, 236, 301, 401, 501, 601, 701, 901, 1001, 1110, 1501, 1511 and 1521 of the City Zoning Ordinance, pertaining to personal watercraft rentals. A true copy of such proposed amendments is hereto attached.

Adopted by the City Council of the City of Virginia Beach, Virginia, on the 25 day of august, 1998.

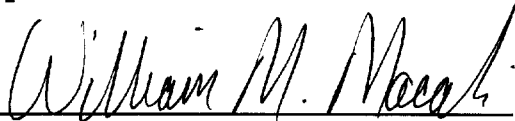
CA-97-7098

wmm\ordres\perwater.res

R-1

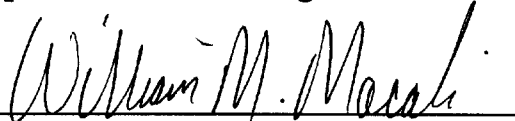
August 4, 1998

Approved as to Content:



Department of Law

Approved as to Legal Sufficiency:



Department of Law

1 AN ORDINANCE ESTABLISHING PERSONAL
2 WATERCRAFT RENTALS AS A CONDITIONAL
3 USE IN CERTAIN ZONING DISTRICTS

4 SECTIONS AMENDED: CITY ZONING
5 ORDINANCE SECTIONS 111, 236, 301,
6 401, 501, 601, 701, 901, 1001, 1110,
7 1501, 1511 and 1521

8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VIRGINIA
9 BEACH, VIRGINIA:

10 That Sections 111, 236, 301, 401, 501, 601, 701, 901,
11 1001, 1110, 1501, 1511 and 1521 of the City Zoning ordinance be,
12 and hereby are amended and reordained, and shall read as follows:

13 **Sec. 111. Definitions.**

14

15 *Marina, commercial.* A facility for secure mooring of
16 boats, including facilities for storage and repair of boats and
17 sale of boating supplies and fuel, for use by ~~persons including~~ the
18 owner or resident of the lot, and those other than the owner or
19 resident of the lot, upon which the facility is located.

20 *Marina, noncommercial.* A facility for secure mooring of
21 boats for use by ~~persons including~~ the owner or resident of the lot
22 and those other than the owner or resident of the lot upon which
23 the facility is located, ~~and that~~ at which facilities for storage
24 and repair of boats and sale of boating supplies and fuel are not
25 provided for.

26

27 *Personal Watercraft.* A motorboat less than sixteen (16)
28 feet in length which uses an inboard motor powering a jet pump as
29 its primary motive power and which is designed to be operated by a
30 person sitting, standing or kneeling on, rather than in the
31 conventional manner of sitting or standing inside, the vessel.

COMMENT

The definition of "personal watercraft" is substantially identical to the definition contained in Virginia Code Section 29.1-700. The changes to the definitions of "marina, commercial" and "marina, noncommercial" are stylistic in nature.

Sec. 236. Marinas, commercial, noncommercial and community boat docks.

(a) Location and site requirements. Commercial marinas, noncommercial marinas and community boat docks shall be so located as to be accessible from major roads without creating traffic congestion on minor streets through residential, apartment or hotel districts.

(b) Parking requirements. A minimum of one (1) off-street parking space per boat slip shall be required, provided that where wheel launching ramps adjoin the parking area, the parking spaces all have a minimum dimension of twelve (12) feet by forty (40) feet. Where appropriate and conditions warrant, city council may require additional parking spaces.

(c) Rentals of personal watercraft shall not be deemed to be an accessory use, and shall not be allowed except by conditional use permit.

(d) The following shall apply to noncommercial and community boat docks only:

(1) A security and maintenance plan is required at time of application. This plan shall address ownership of the facility, individuals or group responsible for maintenance, the methods proposed for limiting access to owners, members or their guests, to all docks, piers, launching ramps and parking areas and methods proposed for limiting hours of operation if required by ~~item~~ subparagraph (2) below.

(2) Launching ramps, clubhouses, and parking areas on land which are to be open for use between the hours of 10:00 p.m. and 7:00 a.m. shall be at least three hundred (300) feet from the nearest lot line of any lot on which a residence is permissible. If any such areas or functions are not open between the hours indicated, the distance may be reduced to one hundred fifty (150) feet or if parking areas are enclosed by a solid masonry wall at least six (6) feet in height, the distance may be reduced to one hundred fifty (150) feet.

(3) Rentals of personal watercraft shall not be permitted.

COMMENT

The substantive amendments to this section are in subsection (c), which provides that rentals of personal watercraft are allowed only by conditional use permit at commercial marinas, and in subsection (d) (3), which provides that rentals of personal watercraft are not permitted at noncommercial marinas.

ARTICLE 3. PRESERVATION DISTRICT

Sec. 301. Use regulations.

(a) *Principal and conditional uses.* The following chart lists those uses permitted within the P-1 Preservation District. Those uses and structures shall be permitted as either principal uses indicated by a "P" or as conditional uses indicated by a "C." No uses or structures other than as specified shall be permitted.

Use P-1

Personal watercraft rentals C

COMMENT

The amendment specifically makes personal watercraft rentals a conditional use in the P-1 Preservation District.

ARTICLE 4. AGRICULTURAL DISTRICTS.

• • • ■

Sec. 401. Use regulations.

(a) Principal and conditional uses. The following chart lists those uses permitted within the AG-1 and AG-2 Agricultural Districts. Those uses and structures in the respective agricultural districts shall be permitted as either principal uses indicated by a "P" or as conditional uses indicated by a "C." Uses and structures indicated by an "X" shall be prohibited in the respective districts. No uses or structures other than as specified shall be permitted.

Use	AG-1	AG-2
. . . .		
<u>Personal watercraft rentals</u>	<u>C</u>	<u>C</u>
. . . .		

COMMENT

The amendment specifically makes personal watercraft rentals a conditional use in the AG-1 and AG-2 Agricultural Districts.

ARTICLE 5. RESIDENTIAL DISTRICTS.

• • • •

Sec. 501. Use regulations.

(a) Principal and conditional uses. The following chart lists those uses permitted within the R-40 through R-2.5 Residential Districts. Those uses and structures in the respective residential districts shall be permitted as either principal uses indicated by a "P" or as conditional uses indicated by a "C." Uses and structures indicated by an "X" shall be prohibited in the respective districts. No uses or structures other than as specified shall be permitted.

120		<i>Residential Districts</i>								
121	Use	R-40	R-30	R-20	R-15	R-10	R-7.5	R-5D	R-5S	R-2.5
122										
123	<u>Personal watercraft</u>									
124	<u>rentals</u>	C	C	C	C	C	C	C	C	C

125

126

127 COMMENT

128 The amendment specifically makes personal watercraft rentals a conditional use in all Residential

129 Districts.

130 **ARTICLE 6. APARTMENT DISTRICTS**

131

132 **Sec. 601. Use regulations.**

133 (a) Principal and conditional uses. The following chart

134 lists those uses permitted within the A-12 through A-36 Apartment

135 Districts. Those uses and structures in the respective apartment

136 districts shall be permitted as either principal uses indicated by

137 a "P" or as conditional uses indicated by a "C." Uses and

138 structures indicated by an "X" shall be prohibited in the

139 respective districts. No uses or structures other than as specified

140 shall be permitted.

141	Use	A-12	A-18	A-24	A-36
142					
143	<u>Personal watercraft rentals</u>	C	C	C	C

144

145 COMMENT

146 The amendment specifically makes personal watercraft rentals a conditional use in all Apartment

147 Districts.

148 **ARTICLE 7. HOTEL DISTRICTS**

149

150 **Sec. 701. Use regulations.**

151 (a) Principal and conditional uses. The following chart
152 lists those uses permitted within the H-1 Hotel District. Those
153 uses and structures in the district shall be permitted as either
154 principal uses indicated by a "P" or as conditional uses indicated
155 by a "C." Uses and structures indicated by an "X" shall be
156 prohibited in the district. No uses or structures other than as
157 specified shall be permitted.

158 *Use* *H-1*

159

160 Personal watercraft rentals C

161

162 **COMMENT**

163 The amendment specifically makes personal watercraft rentals a conditional use in the H-1 Hotel
164 District.

165 **ARTICLE 9. BUSINESS DISTRICTS.**

166

167 **Sec. 901. Use regulations.**

168 (a) Principal and conditional uses. The following chart
169 lists those uses permitted within the B-1 through B-4 Business
170 Districts. Those uses and structures in the respective business
171 districts shall be permitted as either principal uses indicated by
172 a "P" or as conditional uses indicated by a "C." Uses and
173 structures indicated by an "X" shall be prohibited in the
174 respective districts. No uses or structures other than as specified

175 shall be permitted.

176 Use B-1 B-1A B-2 B-3 B-3A B-4

177

178 Personal watercraft
179 rentals

X C C C X C

180

181 COMMENT

182 The amendment specifically makes personal watercraft rentals a conditional use in the B-1A, B-2,
183 B-3 and B-4 Districts. The amendment prohibits the use in the B-1 and B-3A Districts.

184 ARTICLE 10. INDUSTRIAL DISTRICTS

185

186 Sec. 1001. Use regulations.

187 (a) Principal and conditional uses. The following chart
188 lists those uses permitted within the I-1 and I-2 Industrial
189 Districts. Those uses and structures in the respective industrial
190 districts shall be permitted as either principal uses indicated by
191 a "P" or as conditional uses indicated by a "C." Uses and
192 structures indicated by an "X" shall be prohibited in the
193 respective districts. No uses or structures other than as specified
194 shall be permitted.

195 Use I-1 I-2

196

197 Personal watercraft rentals

C X

198

199 COMMENT

200 The amendment specifically makes personal watercraft rentals a conditional use in the I-1 Industrial
201 District. The amendment prohibits the use in the I-2 Industrial District.

233 C. RT-3 RESORT TOURIST DISTRICT

234

235 Sec. 1521. Use regulations.

236

237 (c) Conditional uses and structures: Uses and structures
238 hereinafter specified, subject to compliance with the provisions of
239 Part C of article 2 hereof; provided, however, that except as set
240 forth in subdivision (5.5), drive-through facilities shall not be
241 permitted as a conditional or accessory use in any portion of the
242 district east of Arctic Avenue, south of Winston-Salem Avenue and
243 4th Street, or north of 35th Street:

244

245 (14.5) Personal watercraft rentals;

246

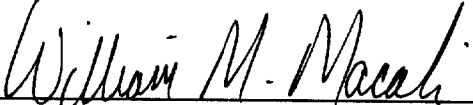
247 COMMENT

248 The amendment specifically makes personal watercraft rentals a conditional use in the RT-3 Resort
249 Tourist District.

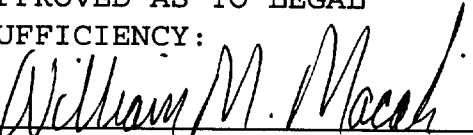
250 Adopted by the Council of the City of Virginia Beach,
251 Virginia, on the ____ day of _____, 1998.

252 CA-98-7098
253 wmordres\perwat.com
254 R-1
255 August 4, 1998

256 APPROVED AS TO CONTENT:

257 
258 Department of Law

259 APPROVED AS TO LEGAL
260 SUFFICIENCY:

261 
262 Department of Law

Item VI-L.

PUBLIC HEARING

ITEM # 43984

PLANNING

Mayor Meyera E. Oberndorf **DECLARED a PUBLIC HEARING on:**

PLANNING

2. KURT AND LAURIE NEITZKE

VARIANCE

3. EXXON CORPORATION

CONDITIONAL USE PERMIT

4. CHURCH OF GOD OF PROPHERCY

CONDITIONAL USE PERMIT

5. AZALEA GARDEN CHURCH OF GOD

CONDITIONAL USE PERMIT

6. SPRING BRANCH COMMUNITY CHURCH

CONDITIONAL USE PERMIT

7. ELDER HEALTHCARE DEVELOPERS, L.L.C.

CHANGE OF ZONING

AND

CONDITIONAL USE PERMIT

8. MCGINNIS REALTY & DEVELOPMENT COMPANY

**CONDITIONAL CHANGE OF
ZONING**

9. CHICK'S BEACH I, LLC

CHANGE OF ZONING

August 25, 1998

Item VI-L.

PUBLIC HEARING

ITEM #43985

PLANNING

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **APPROVED in one motion** Items 2, 4, 5, 6 and 7 of the **PLANNING BY CONSENT**.*

Voting: 10-0

Council Members Voting Aye:

*Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr.,
Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E.
Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A.
M. "Don" Weeks*

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Item VI-L.1.

PUBLIC HEARING

ITEM # 43986

PLANNING

*City Council took **NO ACTION**.*

*Applications of **BECO BUILDING ASSOCIATES**, a Virginia general partnership on the North side of Princess Anne Road beginning at a point 800 feet more or less West of Seaboard Road, containing 105.96 acres (DISTRICT 7 - PRINCESS ANNE):*

Change of Zoning District Classification from AG-1 and AG-2 Agricultural Districts to Conditional R-10 Residential District

Conditional Use Permit for an Open Space Promotion

*These applications were **DEFERRED INDEFINITELY** by the Planning Commission on August 12, 1998.*

Item VI-L.2.

PUBLIC HEARING

ITEM # 43987

PLANNING

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **APPROVED** the application of **KURT and LAURIE NEITZKE** for a Variance to Section 4.4(d) of the Subdivision Ordinance which requires all newly created lots must have direct access to a public street:*

Appeal to Decisions of Administrative Officers in regard to certain elements of the Subdivision Ordinance, Subdivision for Kurt & Laurie Neitzke.. Property is located at 4400 Shore Drive. DISTRICT 4 - BAYSIDE

The following conditions shall be required:

- 1. The City owned strip adjacent to the lake shall be maintained in its natural state as a buffer to minimize potential eorsion of the lake slope.*
- 2. Because the proposed property line bisects the existing shed, it must be removed prior to final plat recordation.*
- 3. A final plat shall be submitted to the Development Services Center for approval and recordation.*

Voting: 10-0 (By Consent)

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Item VI-L.3.

PUBLIC HEARING

ITEM # 43988

PLANNING

The following represented the applicant:

Steve Romine, 4705 Columbus Street, Phone: 552-6031,

Steve Rhodes, Exxon Commercial Real Estate, 13908 Beechwood Point Road, Midlothian, Virginia, Phone (804 739-0159)

Chris Taylor, Exxon Engineer

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **DEFERRED UNTIL CITY COUNCIL MEETING OF OCTOBER 13, 1998**, the Ordinance upon Application of EXXON CORP:*

*ORDINANCE UPON APPLICATION OF EXXON CORPORATION FOR
A CONDITIONAL USE PERMIT FOR A GASOLINE STATION RO898*

BE IT HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF VIRGINIA BEACH, VIRGINIA

Ordinance upon application of Exxon Corporation for a Conditonal Use Permit for a gasoline station in conjunction with a convenience store at the southwest corner of Virginia Beach Boulevard and Rosemont Road. Said parcel is located at 3673 Virginia Beach Boulevard and contains 36,154.8 square feet. DISTRICT 5 - LYNNHAVEN.

The applicant will return with revised building and canopy designs as the ones depicted in Chesapeake and Suffolk.

Voting: 10-0

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Item VI-L.5.

PUBLIC HEARING

ITEM # 43990

PLANNING

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADOPTED** the Ordinance upon application of **AZALEA GARDEN CHURCH OF GOD** for a Conditional Use Permit.*

**ORDINANCE UPON APPLICATION OF AZALEA GARDEN CHURCH
OF GOD FOR A CONDITIONAL USE PERMIT FOR A CHURCH AND
SCHOOL/DAY-CARE RO8982214**

BE IT HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF VIRGINIA BEACH, VIRGINIA

*Ordinance upon application of Azalea Garden Church of God for a Conditional Use Permit for a church and school/day-care on the west side of Centerville Turnpike, south of Jake Sears Road. Said parcel is located at 1541 Centerville Turnpike and contains 8.92 acres more or less.
DISTRICT 1 - CENTERVILLE*

The following conditions shall be required:

- 1. The site shall be developed in accordance with the plan entitled, "Church Facility for Azalea Garden Church of God," dated April 8, 1998 and prepared by Verebely & Associates, Architects. Adjustments may be made during detailed site plan review to accommodate a buffer along the southern property line.*
- 2. The church building must adhere to the rendering on file in the Planning Department. The roof will consist of a decorative metal in a dark bronze color. The walls will be constructed of a colonial red brick.*
- 3. A right turn lane a minimum of 150 feet in length with a 150-foot transition is required. The right-of-way for this improvement must be dedicated with the site plan.*

This Ordinance shall be effective in accordance with Section 107 (f) of the Zoning Ordinance.

Adopted by the Council of the City of Virginia Beach, Virginia, on the Twenty-fifth of August, Nineteen Hundred and Ninety-Eight

Voting: 10-0 (By Consent)

Council Members Voting Aye:

*Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr.,
Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera
E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr.
and A. M. "Don" Weeks*

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Item VI-L.6.

PUBLIC HEARING

ITEM # 43991

PLANNING

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADOPTED** an Ordinance upon application of **SPRING BRANCH COMMUNITY CHURCH** for a Conditional Use Permit for a church:*

**ORDINANCE UPON APPLICATION OF SPRING BRANCH
COMMUNITY CHURCH FOR A CHURCH AND RELATED
FACILITIES RO8982215**

BE IT HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF VIRGINIA BEACH, VIRGINIA

Ordinance upon application of Spring Branch Community Church for a Conditional Use Permit for a church and related facilities on the east side of North Great Neck Road, north of Harbor Lane. Said parcel is located at 1510 North Great Neck Road and contains 9.1 acres. DISTRICT 5 - LYNNHAVEN.

The following conditions shall be required:

- 1. The project must be developed in accordance with the site plan and renderings presented to the Planning Commission on July 8, 1998, and on file in the Department of Planning.*
- 2. The future parking spaces planned for the proposed church must be oriented inward away from the adjacent residentially zoned properties. The intent of this condition is to ensure that the future parking does not result in headlights directed towards the existing and future neighborhoods bordering the subject site on the northern and southern sides.*
- 3. The ballfield planned on the rear portion of the site shall not be illuminated. Use of the field will not be permitted after sundown.*

This Ordinance shall be effective in accordance with Section 107 (f) of the Zoning Ordinance.

Adopted by the Council of the City of Virginia Beach, Virginia, on the Twenty-fifth of August, Nineteen Hundred and Ninety-Eight.

Voting: 10-0 (By Consent)

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Item VI-L.7.

PUBLIC HEARING

ITEM # 43992

PLANNING

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADOPTED** an Ordinance upon application of **ELDER HEALTHCARE DEVELOPERS, L.L.C.** for a Change of Zoning District Classification and Conditional Use Permit:*

ORDINANCE UPON APPLICATION OF ELDER HEALTHCARE DEVELOPERS, L.L.C. FOR A CHANGE OF ZONING DISTRICT CLASSIFICATION ZO8981108

BE IT HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF VIRGINIA BEACH, VIRGINIA

Ordinance upon application of Elder Healthcare Developers, L.L.C. For a Change of Zoning District Classification from B-2 Community Business District to O-1 Office District at the southwest intersection of Holland Road and South Independence Boulevard. The proposed zoning Classification change to O-1 is for office land use. The Comprehensive Plan recommend use of this parcel for office and commercial use in accordance with other Plan policies. Said parcel contains 7.787 acres. DISTRICT 2 - KEMPSVILLE.

AND,

ORDINANCE UPON APPLICATION OF ELDER HEALTHCARE DEVELOPERS, L.L.C. FOR A CONDITIONAL USE PERMIT FOR AN ASSISTED LIVING FACILITY RO8982217

BE IT HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF VIRGINIA BEACH, VIRGINIA

Ordinance upon application of Elder Healthcare Developers, L.L.C. for a Conditional Use Permit for an assisted living facility at the southwest intersection of Holland Road and South Independence Boulevard. Said parcel contains 7.787 acres. DISTRICT 2 - KEMPSVILLE.

The following conditions shall be required:

- 1. The Conditional Use Permit approval shall allow for the establishment of an assisted living facility consisting of 94 assisted living beds and 16 independent living units.*
- 2. Development and landscaping shall substantially adhere to the submitted site plan entitled, "Atria Communities at Marco Island, Preliminary Landscape Plan," dated June 24, 1998, and on file in the Department of Planning.*
- 3. The architecture and building materials for the main structure shall substantially adhere to the colored rendering entitled "Atria Communities, Assisted Living Facility, Elder HealthCare Developers, Architects Reed Reinvald Johnson Willows," on file with the Planning Department. Either color option A or B may be utilized.*
- 4. The architecture and building materials for the cottages shall substantially adhere to the colored rendering entitled, "Front Elevation - Triplex Unitrm Unit, Pate Design Group, Inc." Colors shall be coordinated with the main structure.*

August 25, 1998

Item VI-L.7.

PUBLIC HEARING

ITEM # 43992 (Continued)

PLANNING

5. *The freestanding sign shall be monument style and adhere to the submitted sign plan on file with the Planning Department, with colors and building materials in keeping with the main building.*
6. *A 50-foot buffer of existing trees and undergrowth will be maintained adjacent to the Larkspur residential neighborhood. Disturbance is limited to connection to utilities or drainage structures, or to perform work required to obtain Permits. This condition is a reflection of the condition in the sales contract between the City of Virginia Beach (owner of the site) and the purchaser, Elder HealthCare Developers, LLC.*
7. *A residential sprinkler system shall be installed in the independent living facilities as approved by the Office of Fire/Plans Review and the City Fire Protection Engineer. In the larger building, an automatic sprinkler system and an automatic fire alarm system approved by the Office of Fire/Plans Review and the city Fire Protection Engineer shall be installed. Such systems shall comply with NFPA 13R and NFPA 13.*

These Ordinances shall be effective in accordance with Section 107 (f) of the Zoning Ordinance.

Adopted by the Council of the City of Virginia Beach, Virginia, on the Twenty-fifth of August, Nineteen Hundred and Ninety-Eight.

Voting: 10-0 (By Consent)

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Item VI-L.8.

PUBLIC HEARING

ITEM # 43993

PLANNING

Attorney R. Edward Bourdon, Pembroke One, 5th Floor, Phone: 499-8971, represented Mr. And Mrs. Griffin, adjoining property owners.

*Upon motion by Council Lady Henley, seconded by Council Lady Eure, City Council **DEFERRED INDEFINITELY** an Ordinance upon application of **MCGINNIS REALTY & DEVELOPMENT COMPANY** for a Conditional Change of Zoning:*

ORDINANCE UPON APPLICATION OF MCGINNIS REALTY & DEVELOPMENT COMPANY FOR A CONDITIONAL CHANGE OF ZONING DISTRICT CLASSIFICATION FROM AG-1 & AG-2 to CONDITIONAL R-10

Ordinance upon application of McGinnis Realty and Development Company for a Conditional Change of Zoning District Classification from AG-1 & AG-2 Agricultural Districts to Conditional R-10 Residential District on certain property located on the east side of Holland Road beginning at a point 284.20 feet south of Saville Garden Way. The proposed zoning classification change to R-10 is for single family residential land use on lots no less than 10,000 square feet. The Comprehensive Plan recommends use of this parcel for suburban residential/low density at densities that are compatible with single-family use in accordance with other Plan policies. Said parcel contains 13 acres. DISTRICT 7 - PRINCESS ANNE.

Voting: 10-0

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

August 25, 1998

Item VI-L.9.

PUBLIC HEARING

ITEM # 43994

PLANNING

Attorney R. Edward Bourdon, Pembroke One, 5th Floor, Phone: 499-8971, represented the applicant

*Upon motion by Councilman Jones, seconded by Vice Mayor Sessoms, City Council **ADOPTED** an Ordinance upon Application of **CHICK'S BEACH I, LLC**, for a Change of Zoning District Classification:*

**ORDINANCE UPON APPLICATION OF CHICK'S BEACH I, LLC, FOR
A CHANGE OF ZONING DISTRICT CLASSIFICATION FROM B-1 &
R-5R to R-2.5 with a PD-H2**

BE IT HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF VIRGINIA BEACH, VIRGINIA

Ordinance upon application of Chick's Beach I, LLC for a Change of Zoning District Classification from B-1 Neighborhood Business District & R-5R Residential Resort District to R-2.5 Residential Townhouse District with a PD-H2 Planned Unit Development District Overlay on the west side of Pleasure House Road, north of Lee Avenue. The proposed zoning classification change to R-1.5 with a PD-H2 Overlay is for residential townhouse land use on lots with a minimum lot area of 2,500 square feet. The Comprehensive plan recommends use of this parcel for suburban residential/medium & high density use for the R-5R portion and commercial use for the B-1 portion at densities that are compatible with single-family use in accordance with other Plan policies. Said parcel is located at 2529 Pleasure House Road and contains .9671 acre. DISTRICT 4 - BAYSIDE.

The following conditions shall be required:

- 1. The site plan, unit elevations, set backs, landscaping, fencing, and construction materials for this PD-H2 shall substantially adhere to the applicant's submittal entitled "Pleasure Lake Commons, Pleasure House Road, Virginia Beach, Virginia," developed by HBA Design Build for Chick's Beach I, LLC, May 1, 1998. This booklet is on file with the Planning Department and includes the following:*
 - a. The fence setback from Beaufort Avenue is 0 feet and the fence setback from Pleasure House Road is 2 feet, both with landscaping as depicted.*
 - b. The building setback from Pleasure House Road shall be 29 feet.*
 - c. The building setback from Beaufort Avenue shall be 30 feet.*
 - d. Side yard setbacks shall be 15 feet.*
 - e. Each dwelling unit shall have two parking spaces in addition to the garage, as shown on the submitted plans.*
 - f. A maximum of 4 duplex buildings for a total of 8 units shall be allowed.*
 - g. A minimum of 6651 square feet of the property in the center of the project shall be for passive recreational, landscaped open space as depicted on the site plan.*
 - h. Maximum building height is 35 feet.*
 - i. Any identification signage shall be located on the Face of the wall along Pleasure House Road and shall be externally illuminated. Sign size shall adhere to Section 504 of the City Zoning Ordinance.*
 - j. Any accessory structures shall adhere to the established setbacks.*
 - k. Each unit shall have two parking spaces outside of the garage.*

Item VI-L.9.

PUBLIC HEARING

ITEM # 43994 (Continued)

PLANNING

2. *A detailed tree preservation plan shall be submitted to the Planning Director for approval prior to site plan approval.*
3. *The serpentine brick fence shown along Pleasure House Road with a height of 4'8" must be reduced to a maximum height of 4 feet*

This Ordinance shall be effective in accordance with Section 107 (f) of the Zoning Ordinance.

Adopted by the Council of the City of Virginia Beach, Virginia, on the Twenty-fifth of August, Nineteen Hundred and Ninety-Eight.

Voting: 10-0 (By Consent)

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Item VI-M.1.

APPOINTMENTS

ITEM # 43995

BY CONSENSUS, City Council RESCHEDULED the following APPOINTMENTS:

DEVELOPMENT AUTHORITY

PARKS AND RECREATION COMMISSION

Item VI-M.2.

APPOINTMENTS

ITEM # 43996

*Upon NOMINATION by Vice Mayor Sessoms, City Council **APPOINTED:***

Salvatore R. Iaguinto

3-Year Term 9/01/98 - 8/31/2001

Sarah E. Weaver

Student

1-Year Term 9/01/98 - 8/31/99

PUBLIC LIBRARY BOARD

Voting: 10-0

Council Members Voting Aye:

*Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr.,
Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera
E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr.
and A. M. "Don" Weeks*

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Item VI-N.1.

NEW BUSINESS

ITEM # 43996

Mark Marchbank, Fire Department, advised relative Hurricane "Bonnie", the staff participated in a Briefing from the National Weather Service at 5:00 P.M. There was a dramatic change from the earlier forecast in terms of extremes. There should be 45 mile-an-hour winds to commence Wednesday in the 9:00 A.M. to 10:00 A.M. time frame and Hurricane force winds much later in the afternoon and certainly not to the extreme of the 100 mile-an-hour previously predicted. Winds should be at the 75 mile-an-hour level. The tidal surge has been scaled down to the 2 to 3-foot level.

The City will open emergency shelters for residents in certain vulnerable areas and situations.

Item VI-N.2.

NEW BUSINESS

ITEM # 43997

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADDED TO THE AGENDA:***

*Ordinance to authorize the City Manager to declare a **Local Emergency** in threat of Hurricane "**Bonnie**".*

Voting: 10-0

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Item VI-N.3.

NEW BUSINESS

ITEM # 43998

*Upon motion by Vice Mayor Sessoms, seconded by Council Lady Parker, City Council **ADOPTED:***

*Ordinance to authorize the City Manager to declare a **Local Emergency** in threat of Hurricane "**Bonnie**".*

Voting: 10-0

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

1 AN ORDINANCE AUTHORIZING THE
2 CITY MANAGER TO DECLARE A
3 LOCAL EMERGENCY DUE TO THE
4 IMMINENT THREAT OF DISASTER
5 POSED BY HURRICANE BONNIE

6 WHEREAS, in accordance with the Virginia Emergency
7 Services and Disaster Law [§ 44-146.13 et seq. of the Code of
8 Virginia, as amended], City Council, by adoption of § 2-411 of the
9 City Code, created the Office of Emergency Management and appointed
10 the City Manager as the Director of Emergency Management;

11 WHEREAS, pursuant to § 44-146.21 of the Code of Virginia,
12 as amended, "[a] local emergency may be declared by the local
13 director of emergency services with the consent of the governing
14 body of the political subdivision ...; and

15 WHEREAS, City Council has been advised by the City's
16 Coordinator of Emergency Services that Hurricane Bonnie poses an
17 imminent threat of disastrous weather and flood conditions, serious
18 and extensive property damage, and loss or interruption of vital
19 City services.

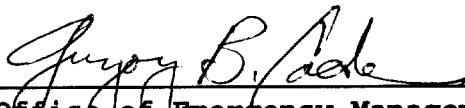
20 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY
21 OF VIRGINIA BEACH, VIRGINIA:

22 That, pursuant to § 44-146.21 of the Code of Virginia, as
23 amended, City Council hereby authorizes the City Manager, as the
24 City's Director of Emergency Management, to declare a Local
25 Emergency due to the imminent threat of disaster posed by Hurricane
26 Bonnie, which declaration shall be in substantially the form set
27 forth in Exhibit A, attached.

28 Adopted by the Council of the City of Virginia Beach,
29 Virginia, on the 25th day of August, 1998.

30 CA-7134
31 ORDIN\NONCODE\BONNIE.ORD
32 R-1
33 PREPARED: 8/25/98
34

APPROVED AS TO CONTENT:

35 
36 _____
 Office of Emergency Management

APPROVED AS TO LEGAL SUFFICIENCY:

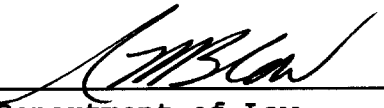
37 
38 _____
39 Department of Law

EXHIBIT A

**DECLARATION OF
LOCAL EMERGENCY**

I, the undersigned, as City Manager and Director of Emergency Management for the City of Virginia Beach, find the imminent threat of disastrous weather and flood conditions, serious and extensive property damage, and loss or interruption of vital City services posed by Hurricane Bonnie to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate any potential damage, loss, hardship or suffering. Therefore, pursuant to § 44-146.21 of the Code of Virginia, as amended, I hereby declare the existence of a Local Emergency in the City of Virginia Beach.

In accordance with this Declaration, the Office of Emergency Management and all other appropriate City agencies are hereby vested with, and authorized to carry out, all powers, duties and functions prescribed by State and local law, rules, regulations and plans as may be necessary to adequately and appropriately respond to said Local Emergency.

James K. Spore, City Manager
and Director of Emergency Management

Date Time

Item VI-N.4.

NEW BUSINESS

ITEM # 43999

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADDED TO THE AGENDA:***

Resolution in support of improvements to Routes 17 and 168 requesting the Commonwealth Transportation Board expedite construction

Voting: 10-0

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

Item VI-N.4.

NEW BUSINESS

ITEM # 44000

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADOPTED:***

*Resolution in support of improvements to Routes 17 and 168 requesting
the Commonwealth Transportation Board expedite construction*

Voting: 10-0

Council Members Voting Aye:

*Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr.,
Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera
E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr.
and A. M. "Don" Weeks*

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Requested by Mayor Meyera E. Oberndorf and Councilmembers Harold Heischober and Linwood O. Branch, III

1 A RESOLUTION EXPRESSING THE SUPPORT OF THE CITY
2 COUNCIL FOR THE IMPROVEMENTS TO ROUTES 168 AND 17
3 AND REQUESTING THE COMMONWEALTH TRANSPORTATION
4 BOARD TO EXPEDITE THEIR CONSTRUCTION

5 WHEREAS, improvements to Route 168 from the Great Bridge
6 Bypass to the North Carolina state line, as well as improvements
7 to Route 17 between Route 104/Dominion Boulevard and the North
8 Carolina state line, have been needed for many years; and

9 WHEREAS, the said improvements are of great importance to the
10 Hampton Roads Region, inasmuch as they will greatly enhance the
11 safety of travelers upon such roads and will facilitate commerce
12 between Hampton Roads and the State of North Carolina; and

13 WHEREAS, it is the sense of the City Council that the proposed
14 improvements to Routes 168 and 17 should be commenced and completed
15 as soon as possible for the welfare of the citizens of, and
16 visitors to, Hampton Roads and the Commonwealth of Virginia; and

17 WHEREAS, the City Council has been steadfast in its support of
18 the improvements to both highways;

19 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
20 VIRGINIA BEACH, VIRGINIA:

21 That the City Council hereby reaffirms and proclaims its full
22 and complete support for the proposed improvements to Routes 168
23 and 17.

24 BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF VIRGINIA
25 BEACH, VIRGINIA:

26 That the Commonwealth Transportation Board be, and hereby is,
27 requested to expedite, by all possible and lawful means, the
28 commencement of construction of the aforesaid improvements.

29 The City Clerk is hereby directed to forward a true copy of
30 this Resolution to the Secretary of the Commonwealth Transportation
31 Board.

32 Adopted by the Council of the City of Virginia Beach,
33 Virginia, on this 25 day of August , 1998.

34 CA-98-7132
35 wmm\ordres\ctb.res
36 R-1
37 August 24, 1998

Item VI-N.6.

NEW BUSINESS

ITEM # 44001

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **ADDED TO THE AGENDA:***

Extend the Resort Area Advisory Commission (RAAC) as an appointive commission from 8/31/98 to 9/30/98

Voting: 10-0

Council Members Voting Aye:

Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr., Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr. and A. M. "Don" Weeks

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

August 25, 1998

Item VI-N.7.

NEW BUSINESS

ITEM # 44002

*Upon motion by Vice Mayor Sessoms, seconded by Councilman Branch, City Council **AUTHORIZED:***

*The Resort Area Advisory Commission (RAAC), as an appointive
commission be extended from 8/31/98 to 9/30/98*

Voting: 10-0

Council Members Voting Aye:

*Linwood O. Branch, III, Margaret L. Eure, William W. Harrison, Jr.,
Barbara M. Henley, Louis R. Jones, Reba S. McClanan, Mayor Meyera
E. Oberndorf, Nancy K. Parker, Vice Mayor William D. Sessoms, Jr.
and A. M. "Don" Weeks*

Council Members Voting Nay:

None

Council Members Absent:

Harold Heischober

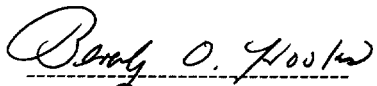
August 25, 1998

Item VI-P.

ADJOURNMENT

ITEM # 44003

Mayor Meyera E. Oberndorf **DECLARED** the City Council Meeting **ADJOURNED** at 7:00 P.M.



Beverly O. Hooks, CMC/AAE
Chief Deputy City Clerk



Ruth Hodges Smith, CMC/AAE
City Clerk

Meyera E. Oberndorf
Mayor

City of Virginia Beach
Virginia

August 25, 1998

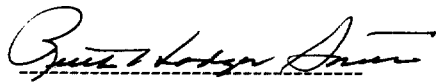
Item VI-P.

ADJOURNMENT

ITEM # 44003

Mayor Meyera E. Oberndorf **DECLARED** the City Council Meeting **ADJOURNED** at 7:00 P.M.

Beverly O. Hooks, CMC/AAE
Chief Deputy City Clerk



Ruth Hodges Smith, CMC/AAE
City Clerk



Meyera E. Oberndorf
Mayor

City of Virginia Beach
Virginia

August 25, 1998