

1. April 11, 2016 Agenda Summary

Documents: [4-11-16 AGENDA.PDF](#)

1.I. 3-28-16 Minutes

Documents: [3-28-16 MINUTES.PDF](#)

1.II. Zoning Ordinance Amendments

Documents: [ZONING ORDINANCE.PDF](#)

1.III. Purchase Of 1236 Poquoson Ave

Documents: [1236 POQ AVE.PDF](#)

1.IV. Football Quarter Creek Park Marker

Documents: [FOOTBALL QUARTER CREEK PARK.PDF](#)

1.V. EDA Appointment

Documents: [EDA APPT.PDF](#)

1.VI. Workboat Race MOU

Documents: [WORKBOAT RACE MOU.PDF](#)

**POQUOSON CITY COUNCIL
MEETING OF
MONDAY, APRIL 11, 2016
7:00 P.M.
REGULAR SESSION**

A. MEETING CALLED TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

**C. SPECIAL PRESENTATIONS – Vice Mayor – Proclamation Library Week
Davenport & Company LLC**

D. AUDIENCE FOR VISITORS

E. APPROVAL OF THE MINUTES

1. Regular Meeting – March 28, 2016

F. UNFINISHED BUSINESS

1. Zoning Ordinance Amendments (2nd Reading)

- (a) Ordinance Amending Article I, Section 1-3, Definitions of the Zoning Ordinance by Amending the Definition of “Variance”; Section 1-4 Board of Zoning Appeals, (b) By Adding Information Pertaining to Ex Parte Communications and (c) By Amending and Expanding the Section Pertaining to the Powers and Duties of the Board
- (b) Ordinance Amending Article XI.IV, Section 11.4-13(d)(2) of the Zoning Ordinance by Amending the Exception Application Fee and Providing for Annual Adjustment of the Fee if Necessary
- (c) Ordinance Amending Article XI.IV, Section 11.4-6(l)(2) of the Zoning Ordinance Amending the Certification Requirements of Septic System Inspectors

G. NEW BUSINESS

1. Ordinance Ratifying the Purchase of Real Property for Public Purpose Located at 1236 Poquoson Avenue adjacent to South Lawson Park and Appropriating the Funds For the Acquisition
2. Resolution Authorizing the Placement of a Historical Marker for Footeball Quarter Creek Park At the End of Robert Bruce Road
3. Resolution Approving a Memorandum of Understanding Between the City of Poquoson and Pomoco Nissan for the Poquoson Seafood Festival Workboat Race
4. Resolution Making An Appointment to the Economic Development Authority

H. COMMENTS OF THE CITY MANAGER

I. COUNCIL DIRECTIVES

J. ADJOURNMENT

**MINUTES OF THE CITY COUNCIL MEETING
MARCH 28, 2016, 7:00 P.M.
REGULAR SESSION**

PRESENT: The Honorable W. Eugene Hunt, Jr., Mayor
The Honorable Carey L. Freeman, Vice Mayor
The Honorable Traci-Dale Crawford
The Honorable Charles M. Southall III
The Honorable Herbert R. Green, Jr.
The Honorable Raymond D. Vernall
The Honorable Henry W. Ayer III

J. Randall Wheeler, City Manager
Judy F. Wiggins, Assistant City Manager/City Clerk
D. Wayne Moore, City Attorney

MEETING CALLED TO ORDER:

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

Mayor Hunt rendered the invocation and led the audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS:

Financial Advisors

Mr. David Rose of Davenport & Company, LLC, the City's financial advisor, explained that they regularly monitor the City's debt portfolio for financing opportunities and interact with the National Credit Rating Agencies with the goal of maintaining the City's strong credit ratings. He pointed out that in 2014 the City's rating was upgraded by Moody's to a very strong Aa3 and to an AAA rating by Standard & Poor. He explained potential opportunities available to the City to refinance two series of General Obligation Bonds which would save the City money. He asked City Council to approve a resolution allowing them to move forward with the refinancing opportunity so long as the City's 3% Net Present Value minimum savings target can be met. These savings would amount to more than \$450,000 over the life of the refinanced debt and would not extend the final payment of any existing debt. He outlined the steps that would be taken to achieve this savings should Council desire to proceed with the recommended refinancing/financing plan.

In response to a Council query, Mr. Rose stated that should the City choose to accelerate the pay-off of existing loans, it would be wiser to put the savings into the City's reserve

fund rather than shorten the life of the loan. However, he stated that he would evaluate this option and forward his recommendation to Council.

AMENDMENT TO THE AGENDA:

Councilman Green moved, seconded by Councilman Southall, to amend the agenda by adding a New Business item prior to the Public Hearings to authorize Davenport & Associates to move forward with their refinancing recommendations. Recorded vote on the motion:

YES: Councilmembers Green, Vernall, Ayer, Southall, Crawford, Freeman and Mayor Hunt.

NO: None.

CONTINUATION OF SPECIAL PRESENTATIONS:

Sustainable Water Recycling

Mr. Ted Henifin, Hampton Roads Sanitation District (HRSD) General Manager, provided a brief presentation on HRSD's proposed Sustainable Water Recycling Program which included the following information:

- That HRSD costs are increasing due to higher standards;
- That new regulations are steadily forthcoming which can require extensive investments in new treatment processes and technology;
- That the proposed program also has the potential to significantly offset stormwater reductions and recharge aquifers;
- That advanced treatment processes, used throughout the world and in specific U.S. locations to include certain areas in Virginia, produce water that exceeds drinking water standards;
- That the total project, to include 7 plants, will cost approximately \$1 billion with approximate annual operating costs of \$21-\$43 million;
- That this project can only be completed if the EPA allows sufficient flexibility to integrate into wet weather work;
- That the proposed program will reduce the rate of land subsidence; protect groundwater from saltwater contamination; provide stability for treatment processes; reduce discharge into the Bay (only during wet weather); and provide a sustainable groundwater supply; and
- That completion of the phased study should occur by the end of 2016 and the fully operational project in 2030.

Mayor Hunt thanked Mr. Henifin for his thought-provoking presentation on an important topic to the City.

AUDIENCE FOR VISITORS:

Dr. Charles Flynn, 110 Sandy Bay Drive, expressed concern over an oyster ground permit application submitted to the Virginia Marine Resource Commission (VMRC) for the placement of commercial oyster cages on the Poquoson River/Poquoson Flats. He stated that VMRC approval of this application would be in direct opposition to its previous recommendation.

Mayor Hunt thanked Dr. Flynn for notifying Council of the pending VMRC application. He too expressed concerns relative to safety issues caused by the proposed oyster cages in that location and their unsightliness. In conclusion, Mayor Hunt asked the City Manager to invite the appropriate VMRC representative to an upcoming Council meeting to discuss this issue in more detail.

Councilman Southall also thanked Dr. Flynn for his informative comments. He reiterated that to approve the pending application would be in direct opposition to the decision VMRC made on a similar application in 2011.

APPROVAL OF THE MINUTES:

Councilman Green moved, seconded by Councilman Vernall, to adopt the minutes of the regular session held March 14, 2016 as submitted. Recorded vote on the motion:

YES: Councilmembers Ayer, Crawford, Green, Freeman, Southall, Vernall and Mayor Hunt.

NO: None.

NEW BUSINESS:

1. RESOLUTION AUTHORIZING DAVENPORT & COMPANY LLC TO MOVE FORWARD WITH REFINANCING OPPORTUNITIES

Councilman Green moved, seconded by Councilman Ayer, to adopt a resolution directing Davenport & Company, LLC to move forward with refinancing opportunities for the City. Recorded vote on the motion:

YES: Councilmembers Southall, Freeman, Vernall, Green, Ayer, Crawford and Mayor Hunt.

NO: None.

PUBLIC HEARINGS:

1. REQUEST OF POQUOSON ANIMAL WELFARE SANCTUARY, INC. (PAWS) TO MODIFY ITS EXISTING CONDITIONAL USE PERMIT

**FOR THE PET SANCTUARY AT 181 MESSICK ROAD BY INCREASING
THE MAXIMUM NUMBER OF CATS ON-SITE FROM 50 TO 75**

Mayor Hunt announced that this request had been postponed at the applicant's request.

**2. REQUEST OF WILLIAM N. PRICE (PRICE ELECTRICAL, INC.),
APPLICANT AND MR. & MRS. FREDDIE L. BINFORD, PROPERTY
OWNERS, FOR A CONDITIONAL USE PERMIT TO ESTABLISH AND
OPERATE AN ELECTRICAL CONTRACTING BUSINESS AT 834
POQUOSON AVENUE**

Kevin Wyne, City Planner, stated that Mr. William N. Price, applicant, and Mr. and Mrs. Freddie Binford, property owners, have requested a Conditional Use Permit to establish an electrical contracting business on property located at 834 Poquoson Avenue. He pointed out that although the property is located in the R-1, Single-Family Residential District, it is classified as a legal, non-conforming use as it has been utilized as a commercial site since its inception. However, since the applicant proposes to redevelop the property to include the expansion of the existing building and the addition of a new accessory structure, Mr. Wyne stated that a Use Permit is required. In conclusion, he stated that the Planning Commission, by a vote of 5 to 0, recommended approval of the request based upon the property having always housed a commercial use, the surrounding R-1 properties contain non-residential uses; and the belief that the proposed improvements will lead to a more attractive development.

Mayor Hunt opened the public hearing. Since no one came forward the public hearing was closed.

During Council's discussion, concern was expressed over the business possibly operating on Sundays due to its close proximity to Tabernacle United Methodist Church. However, it was also suggested that the conditions may be too restrictive. Lastly, it was pointed out that the City has several areas in which are located small pockets of business/commercial uses, zoned as and located in residential districts.

The City Planner stated that the subject of grandfathered businesses which are located in residential districts is a matter that should be addressed when updating the City's Comprehensive Plan.

A resolution approving the requested Conditional Use Permit was presented for Council's consideration. Councilman Green moved, seconded by Councilman Ayer, that it be adopted. Following a brief discussion, both Councilmen Green and Ayer agreed to modify the motion to add a condition that the business cannot operate on Sundays. Recorded vote on the motion:

YES: Councilmembers Ayer, Crawford, Green, Freeman, Southall, Vernall and Mayor Hunt.

NO: None.

3. AN ORDINANCE AMENDING THE CITY'S ZONING ORDINANCE BY CHANGING ARTICLE I – GENERAL PROVISIONS

Karen Holloway, Environmental Compliance Officer, stated that in order to comply with new State legislation, the City is proposing the amendment of Article I, Sections 1-3, 1-4(a), 1-4(b) and 1-4(c) of the Zoning Ordinance by revising the definition of “variance”; to correct a cited Code of Virginia section; to add a section regarding ex parte communications; and to amend the powers and duties of the Board of Zoning Appeals. In conclusion, she stated that the Planning Commission, by a vote of 5 to 0, recommended approval of this amendment.

Mayor Hunt opened the public hearing; however, since no one came forward it was closed.

During Council’s discussion, the City Attorney, D. Wayne Moore stated that these amendments would be favorable for the applicant.

An ordinance amending the Zoning Ordinance as proposed was presented for Council’s consideration and Councilman Green moved, seconded by Councilman Vernall, that it be adopted on first reading. Recorded vote on the motion:

YES: Councilmembers Crawford, Ayer, Southall, Freeman, Vernall, Green and Mayor Hunt.

NO: None.

A second reading of the ordinance will be held at the next meeting.

4. AN ORDINANCE AMENDING THE CITY'S ZONING ORDINANCE BY CHANGING ARTICLE XI.IV, ENVIRONMENTAL MANAGEMENT AREA (EMA) OVERLAY DISTRICT, SECTION 11.4-13(d)(2) PERTAINING TO THE BOARD OF ZONING APPEALS APPLICATION FEE

Ms. Holloway stated that the City is also requesting an amendment to Article XI.IV, Section 11.4-13(d)(2) of the Zoning Ordinance in order to update the application fee and add a provision allowing an annual fee adjustment bringing it into conformance with the existing language in Article I, Section 1-4(c)(2) of the City’s Zoning Ordinance. Lastly, she stated that the Planning Commission, by a vote of 5-0, recommended approval of this amendment.

Mayor Hunt opened the public hearing; however, since no one came forward it was closed.

An ordinance amending the Zoning Ordinance as proposed was presented for Council's consideration and Councilman Green moved, seconded by Councilman Vernall, that it be adopted on first reading. Recorded vote on the motion:

YES: Councilmembers Green, Vernall, Ayer, Southall, Crawford, Freeman and Mayor Hunt.

NO: None.

A second reading of the ordinance will be held at the next meeting.

5. AN ORDINANCE AMENDING THE CITY'S ZONING ORDINANCE BY CHANGING ARTICLE XLIV, EMA OVERLAY DISTRICT, SECTION 11.4-6(L)(2) PERTAINING TO THE CERTIFICATION REQUIREMENTS OF SEPTIC SYSTEM INSPECTORS

Ms. Holloway stated that the City is required by the Virginia Department of Environmental Quality to revise the certification requirements of those who operate, maintain or design on-site sewage systems. Accordingly, she stated that the City is requesting an amendment to Article XI.IV, Section 11.4-6(L)(2) of the Zoning Ordinance pursuant to the new requirements. In conclusion, she stated that the Planning Commission, by a vote of 5 to 0, recommended approval of the amendment.

Mayor Hunt opened the public hearing; however, as no one came forward it was closed.

An ordinance adopting the proposed amendment was presented for Council's consideration and Councilman Green moved, seconded by Councilman Ayer, that it be adopted on first reading. Recorded vote on the motion:

YES: Councilmembers Southall, Freeman, Vernall, Green, Ayer, Crawford and Mayor Hunt.

NO: None.

A second reading of the ordinance will be held at the next meeting.

NEW BUSINESS: (Continuation)

2. RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN VARIOUS ENTITIES IN REGARD TO THE RELOCATION AND STABILIZATION OF TOM HUNT'S STORE

The City Finance Director, Theresa Owens, stated that the City, on behalf of the Poquoson Museum, applied for and received a Federal Enhancement Grant through the Virginia Department of Transportation (VDOT) in 2005 to move the donated Tom Hunt Store to the Poquoson Museum property on Poquoson Avenue. She explained that since the project is considered eligible for the National Historic Registry, the grant requires adherence to certain regulations in order to be in compliance with the grant. Because the

State Historic Preservation Department has determined that the project will adversely affect the building, the Museum, the City, VDOT, the Federal Highway Administration and the Virginia State Historic Preservation Office must enter into a Memorandum of Agreement (MOA) outlining a mitigation plan which must be approved by the State Historic Preservation Officer.

A resolution approving the MOA for the relocation of the Tom Hunt Store was presented for Council's consideration. Councilman Green moved, seconded by Councilman Ayer, that it be adopted. Recorded vote on the motion:

YES: Councilmembers Ayer, Crawford, Green, Freeman, Southall, Vernall and Mayor Hunt.

NO: None.

3. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH UTILITY SERVICES AUTHORITY, LLC FOR LINING OF PIPES

Mr. Robert Speechley, Utilities Superintendent, reminded Council that under the Consent Order the City is required to prevent sanitary sewer overflows and to do so it is paramount that ground water and stormwater leaks into the system are reduced. He stated that the most cost effective, least disruptive method for accomplishing this is to line the existing pipes. He explained that the most immediate need for pipe relining is in the Robert's Landing Subdivision at an approximate cost of \$184,700, which funds have already been appropriated in the current budget. However, he did note that other areas will also be evaluated and additional task orders could occur. He stated that staff found a couple of per unit cost contracts, i.e. one through the Cooperative Purchasing Network and the other with the University of Virginia. Upon consideration of the two options, he stated that staff is recommending contracting with Utility Services Authority, LLC via the Cooperative Purchasing Network for lining of the pipes.

In response to a Council query as to why the Robert's Landing Subdivision had been chosen as the first priority, Mr. Speechley stated that the decision was made following recent smoke tests that were conducted, the age of the pipes and that during recent storms the City had to pump and haul sewage to prevent an overflow in this area. In response to another query, he responded that the pipe relining may produce additional TMDL credits; however, he would need to confirm this with the City Engineer.

A resolution authorizing the City Manager to enter into a contract with Utility Services Authority, LLC was presented for Council's consideration and Councilman Green moved, seconded by Vice Mayor Freeman, that it be adopted. Recorded vote on the motion:

YES: Councilmembers Ayer, Crawford, Green, Freeman, Southall, Vernall and Mayor Hunt.

NO: None.

4. RESOLUTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

A resolution making appointments to the Economic Development Authority (EDA), the Parks & Recreation Advisory Board and the Board of Zoning Appeals (BZA) was presented for Council's consideration. Councilman Green moved, seconded by Councilman Ayer, to reappoint P. Craig Moore and Henry L. Freeman to the EDA; to reappoint Charles W. Gatz, Jr., Jennifer M. Mosteller, Carrie A. Rodgers, Judith G. Mas'Sey and Keith A. Feigh to the Parks & Recreation Advisory Board; and to appoint Phillip Pummell, as an alternate member of the BZA. Recorded vote on the motion:

YES: Councilmembers Crawford, Ayer, Southall, Freeman, Vernall, Green and Mayor Hunt.

NO: None.

COMMENTS OF THE CITY MANAGER:

The City Manager thanked all the volunteers and City staff who worked hard to make the Annual Easter Egg Hunt on Saturday, March 26th such a great success. He also pointed out that construction of the City's first micro-park, located along Wythe Creek Road in front of Fire Station #2, has been started and moving along very quickly.

COUNCIL DIRECTIVES:

Councilman Vernall confirmed that rapid progress was occurring on the City's new mirco-park and that citizens appear to be quite interested in the project.

Councilman Green congratulated the City Fire and Police Departments, and the PHS Key Club for the recent, very successful Food Drive which helped to fill the depleted shelves at the Parish Thrift Shop Food Pantry. He stated that he had recently attended two Workforce Development meetings, one at which interviews were held for students soon to enter the work force. He stated that he was impressed with the maturity and preparedness of the participating students. In addition, he stated that at the second meeting, a guest speaker shared with attendees that grant programs are available to our students who wish to go into a trade as opposed to attending college. Another presenter at this event addressed the Go Virginia Program which allows two localities to combine their economic development programs to increase their success which may be a viable option for the City. Lastly, he stated that \$27,000 was raised at the recent Poquoson Education Foundation event all of which will go to support our schools and provide student scholarships.

Councilman Ayer offered best wishes to William Price on the success of his electrical contracting business in the City. He expressed support for inviting a VMRC representative to an upcoming Council meeting to discuss the issues presented by Dr. Flynn.

Councilman Southall thanked Davenport and Company, LLC for their excellent financial advice. He thanked Dr. Flynn for his comments and for making Council aware of the recent aquaculture application submitted to the VMRC.

Councilwoman Crawford echoed all previous comments and announced that the recent Poquoson Kiwanis Club Boating & Fishing Flea Market was very successful which will be beneficial to our community and residents. She expressed delight that as the current school year draws to an end, many PHS seniors are receiving acceptance letters from various colleges.

ADJOURNMENT:

There being no further business, Councilman Green moved, seconded by Councilwoman Crawford, to adjourn the meeting. Recorded vote on the motion:

YES: Councilmembers Ayer, Crawford, Green, Freeman, Southall, Vernall and Mayor Hunt.

NO: None.

The meeting was adjourned at approximately 9:02 p.m.



CITY OF POQUOSON

Office of the City Manager
J. Randall Wheeler

500 City Hall Avenue, Poquoson, Virginia 23662-1996
(757)868-3000 Fax (757)868-3101

April 11, 2016

TO: City Council
FROM: City Manager
SUBJECT: Zoning Ordinance Amendments (2nd Reading)

At the last meeting public hearings were held to consider three ordinances amending various sections of the Zoning Ordinance. Each of these ordinances was unanimously adopted on first reading and are being presented at this meeting for a second reading and final adoption.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE
BY CHANGING ARTICLE I - GENERAL PROVISIONS

BE IT ORDAINED by the City Council of the City of Poquoson, Virginia:

Section 1: That the Zoning Ordinance of the City of Poquoson, Virginia be amended by modifying Article I General Provisions:

Section 1-3 Definitions

Variance: A reasonable deviation from those provisions regulating the shape, size, or area of a lot or parcel of land, or the size, height, area, bulk, or location of a building or structure when the strict application of the ordinance would unreasonably restrict the utilization of the property, and such need for a variance would not be shared generally by other properties, and provided such variance is not contrary to the purpose of the ordinance. It shall not include a change in use, which change shall be accomplished by a rezoning or by a conditional zoning. relaxation of the terms of this ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the ordinance will work undue hardship on the property owner. A variance is authorized only for height, area and size of structure or size of yards and open spaces. Establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or adjoining zoning districts.

Section 1-4 Board of zoning appeals

(a) There is hereby established a board of zoning appeals consisting of no more than seven and no less than five residents of the city, but shall always be an odd number, appointed and renewable, removable as provided by the city charter and Code of Virginia, § 15.2-2308, as amended. Three alternates shall be provided as set forth in Code of Virginia, § 15.2-2309~~8~~, as amended.

(b) (1) The non-legal staff of the governing body may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. The applicant, landowner or his agent or attorney may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. If any ex parte discussion of facts or law in fact occurs, the party engaging in such communication shall inform the other party as soon as practicable and advise the other party of the substance of such communication. For purposes of this section, regardless of whether all parties participate, ex parte communications shall not include (i) discussions as part of a public meeting or (ii) discussions prior to a public meeting to which staff of the governing body, the applicant, landowner or his agent or attorney are all invited.

(2) Any materials relating to a particular case, including a staff recommendation or report furnished to a member of the board, shall be made available without cost to such applicant, appellant or other person aggrieved under the Code of Virginia § 15.2-2314, as soon as practicable thereafter, but in no event more than three business days of providing such materials to a member of the board. If the applicant, appellant or other person aggrieved under the Code of Virginia § 15.2-2314 requests additional documents or materials be provided by the locality other than those materials provided to the board, such request shall be made pursuant to the Code of Virginia § 2.2-3704. Any such materials furnished to a member of the board shall also be made available for public inspection pursuant to subsection F of Code of Virginia § 2.2-3707.

(3) For the purposes of this section, "non-legal staff of the governing body" means any staff who is not in the office of the attorney for the locality, or the board, or who is appointed by special law or pursuant to the Code of Virginia § 15.2-1542. Nothing in this section shall preclude the board from having ex parte communications with any attorney or staff of any attorney where such communication is protected by the attorney-client privilege or other similar privilege or protection of confidentiality.

(4) This section shall not apply to cases where an application for a special exception has been filed pursuant to subdivision 6 of the Code of Virginia § 15.2-2309.

~~(b)~~(c) The board of zoning appeals shall have the powers and duties and shall follow the procedures prescribed in Code of Virginia, § 15.2-2309, as amended and as follows:

(1) Hear and decide appeals from any order, requirements, decision, or determination made by an administrative official in enforcing or administering the zoning ordinance. The decision on such appeal shall be based on the board's judgment of whether the administrative officer was correct. The determination of the administrative officer shall be presumed to be correct. At a hearing on an appeal, the administrative officer shall explain the basis for his determination after which the appellant has the burden of proof to rebut such presumption of correctness by a preponderance of the evidence. The board shall consider any applicable ordinances, laws, and regulations in making its decision. For purposes of this section, determination means any order, requirement, decision or determination made by an administrative officer. Any appeal of a determination to the board shall be in compliance with this section, notwithstanding any other provision of law, general or special.

(2) ~~Authorize, Notwithstanding any other provision of law, general or special, to grant upon appeal or original application in specific cases a variance as defined in the Code of Virginia §15.2-2201 provided that the burden of proof shall be on the applicant for a variance to prove by a preponderance of the evidence that his application meets the standard for a variance as defined in Code of Virginia §15.2-2201 and the criteria set out in this section.~~
~~upon request in specific cases, such variances from the terms of the zoning ordinance as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions will result in unnecessary hardship, provided that the spirit of the zoning ordinance shall be observed and substantial justice be rendered. No variance shall be authorized by the board of zoning appeals unless:~~

(d) No variance or appeal will be heard or authorized shall be considered except after notice and hearing as required by Code of Virginia, § 15.2-2204, as amended. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first-class mail rather than by registered or certified mail.

In granting a variance, the board may impose such conditions regarding the location, character, and other features of the proposed structure or use as it may deem necessary in the public interest, and may require a guarantee or bond to ensure that the conditions imposed are being and will continue to be complied with. Notwithstanding any other provision of law, general or special, the property upon which a property owner has been granted a variance shall be treated as conforming for all purposes under state law and local ordinance; however, the structure permitted by the variance may not be expanded unless the expansion is within an area of the site or part of the structure for which no variance is required under the ordinance. Where the expansion is proposed within an area of the site or part of the structure for which a variance is required, the approval of an additional variance shall be required.

3. To hear and decide appeals from the decision of the zoning administrator after notice and hearing as provided by § 15.2-2204. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first-class mail rather than by registered or certified mail.

4. To hear and decide applications for interpretation of the district map where there is any uncertainty as to the location of a district boundary. After notice to the owners of the property affected by the question, and after public hearing with notice as required by § 15.2-2204, the board may interpret the map in such a way as to carry out the intent and purpose of the ordinance for the particular section or district in question. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first-class mail rather than by registered or certified mail. The board shall not have the power to change substantially the locations of district boundaries as established by ordinance.

5. No provision of this section shall be construed as granting any board the power to rezone property or to base board decisions on the merits of the purpose and intent of local ordinances duly adopted by the governing body.

6. To hear and decide applications for special exceptions as may be authorized in the ordinance. The board may impose such conditions relating to the use for which a permit is granted as it may deem necessary in the public interest, including limiting the duration of a permit, and may require a guarantee or bond to ensure that the conditions imposed are being and will continue to be complied with.

Notwithstanding any other provision of law, general or special, a variance shall be granted if the evidence shows that the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance, and;

a. ~~The strict application of the ordinance would produce undue hardship~~ The property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance;

b. ~~The hardship is not shared generally by other properties in the same zoning district and in the same vicinity;~~

e. ~~b. That the authorization granting of the variance will not be of substantial detriment to adjacent property and the character of the district will not be adversely affected by the variance granted nearby properties in the proximity of that geographical area;~~

c. the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance;

d. the granting of the variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property;

e. the relief or remedy sought by the variance application is not available through a special exception process that is authorized in the ordinance pursuant to subdivision 6 of the Code of Virginia §15.2-2309 or the process for modification of a zoning ordinance pursuant to subdivision A4 of the Code of Virginia §15.2-2286 at the time of the filing of the variance application;

~~d. f.~~ Exceptions to the Environmental Management Area Overlay District (EMAOD) Special Performance Standards (article XLIV, EMA Overlay District, section 11.4-6) or RPA Buffer Requirements (article XLIV, EMA Overlay District, section 11.4- 12) shall be the minimum necessary to afford relief; and

e.g. Reasonable and appropriate conditions shall be imposed upon any exception to the EMAOD so that the purpose and intent of the Chesapeake Bay Preservation Act is preserved.

~~(e) The hardship is created by the physical character of the property, including dimensions and topography, or by other extraordinary situation or condition of such property, or by the use or development of property immediately adjacent thereto. Personal or self-inflicted hardships shall not be considered as grounds for the issuance of a variance.~~

~~(e)~~ Additional exception criteria are provided for in section 11.4-13 of article XLIV, EMA Overlay District.

~~(f)~~ Any request for a variance, exception or appeal shall be accompanied by a processing fee of \$250.00. Beginning January 1, 2010 the application fee will be adjusted annually, if necessary, to reflect the consumer price index as determined by the Federal Government rounded to the next dollar.

No special exception may be granted except after notice and hearing as provided by § 15.2-2204. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first-class mail rather than by registered or certified mail.

7. To revoke a special exception previously granted by the board of zoning appeals if the board determines that there has not been compliance with the terms or conditions of the permit. No special exception may be revoked except after notice and hearing as provided by § 15.2-2204. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first-class mail rather than by registered or certified mail. If a governing body reserves unto itself the right to issue special exceptions pursuant to § 15.2-2286, and if the governing body determines that there has not been compliance with the terms and conditions of the permit, then it may also revoke special exceptions in the manner provided by this subdivision.

8. The board by resolution may fix a schedule of regular meetings, and may also fix the day or days to which any meeting shall be continued if the chairman, or vice-chairman if the chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the meeting. Such finding shall be communicated to the members and the press as promptly as possible. All hearings and other matters previously advertised for such meeting in accordance with § 15.2-2312 shall be conducted at the continued meeting and no further advertisement is required.

Section 2: That this ordinance shall be in effect on and after 30 days from its adoption.

ADOPTED: _____

TESTE: _____

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE
BY CHANGING ARTICLE XI.IV ENVIRONMENTAL
MANAGEMENT AREA (EMA) OVERLAY DISTRICT

BE IT ORDAINED by the City Council of the City of Poquoson, Virginia:

Section 1: That the Zoning Ordinance of the City of Poquoson, Virginia be amended by modifying Article XI.IV. Environmental Management Area (EMA) Overlay District:

Section 4-13 – Relief from Requirements

(d)

Exceptions. A request for an exception shall be made in writing and contain the information required in section 11.4-13(c)(2)a., b. and c. of this ordinance. Exceptions to performance standards [section] 11.4-6, use regulations [section] 11.4-9 buffer requirements [section] 11.4-12 and for expansions of existing non-conforming accessory structures or construction of new accessory structures in the RPA may be granted, provided that reasonable and appropriate conditions upon any exception granted shall be imposed as necessary so that the purpose and intent of the Chesapeake Bay Preservation Act is preserved. No exception shall be granted until after public notice is given and after a single hearing is conducted as required by Code of Virginia, § 15.2-2204. Notice to adjacent property owners may be given by first-class mail.

(1)

A request for an appeal to the requirements shall be made in writing to the board of zoning appeals within 15 days as provided for in article I, section 1-4 of the zoning ordinance. The board of zoning appeals shall identify the impacts of the proposed request on water quality and on lands within the RPA through the review of a natural resources inventory and a water quality impact assessment which complies with the provisions of section 11.4-5. The inventory assessment shall be submitted by the applicant at the time of application.

(2)

The board of zoning appeals shall review the application for an exception and/or an appeal with supporting documents and a ~~\$200.00~~ \$250.00 application fee. Beginning January 1, 2010, the application fee will be adjusted annually, if necessary, to reflect the consumer price index as determined by the Federal Government rounded to the next dollar. and The board of zoning appeals may grant such relief as it deems consistent with the purpose and intent of the Chesapeake Bay Preservation Act provided that the board of zoning appeals finds

a.

The exception request is not based upon conditions or circumstances that are self-created or self-imposed. The exception must pertain to alleviating requirements imposed by the implementation of the ordinance and shall not afford a special privilege or mere convenience sought by the applicant.

- b. The physical characteristics of the property and/or existing development must be such that, in the opinion of the board, there exists no other reasonable option or location outside of the required buffer area.
- c. The exception request shall be the minimum necessary to afford relief.
- d. Reasonable and appropriate measures shall be proposed in order to maintain or reduce the predevelopment pollutant loading index of the property. The proposed development shall not effectively increase the pollutant loading index.
- e. The exception request shall be consistent with the purpose and intent of the overlay district, and not injurious to the neighborhood, detrimental to the public welfare, or of substantial detriment to water quality.
- f. Granting the exception will not confer upon the applicant any special privileges that are denied by this part to other property owners who are subject to its provisions and who are similarly situated.

(3) If the board of zoning appeals cannot make the required findings or refuses to grant the exception, the board of zoning appeals shall return the request for the exception together with the natural resources inventory and the written findings and rationale for the decisions to the applicant.

(4) In granting an exception, the board of zoning appeals may impose reasonable and appropriate conditions, as the board deems necessary to further the purpose and intent of the section and the Chesapeake Bay Act.

(5) Reviews of appeals may be taken from any decision of the board rendered under this article to the circuit court pursuant to established law.

Section 2: That this ordinance shall be in effect on and after 30 days from its adoption.

ADOPTED: _____

TESTE: _____

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
BY CHANGING ARTICLE XLIV ENVIRONMENTAL
MANAGEMENT AREA (EMA) OVERLAY DISTRICT**

BE IT ORDAINED by the City Council of the City of Poquoson, Virginia:

Section 1: That the Zoning Ordinance of the City of Poquoson, Virginia be amended by modifying Article III. Nonconforming Uses and Structures to read as follows:

Section 4-6.1(2) – Special Performance Standards

All on-site sewage treatment systems not requiring a Virginia Pollution Discharge Elimination System (VPDES) permit shall be pumped out at least once every five years. However:

(1)

If deemed appropriate by the local health department and subject to conditions the local health department may set, the owners of such systems, as an alternative to the mandatory pump out, have the option of installing a plastic filter in the outflow pipe from the septic tank to filter solid material from the effluent while sustaining adequate flow to the drainfield to permit normal use of the septic system.

(2)

In lieu of requiring proof of septic tank pump-out every five years, owners of on-site sewage treatment systems may submit documentation every five years, certified by ~~a sewage handler permitted by the Virginia Department of Health~~, an operator or on-site soil evaluator licensed or certified under Chapter 23 (§ 54.1-2300 et seq.) of Title 54.1 as being qualified to operate, maintain, or design on-site sewage systems, that the septic system has been inspected, is functioning properly, and the tank does not need to have the effluent pumped out of it.

Section 2: That this ordinance shall be in effect on and after 30 days from its adoption.

ADOPTED: _____

TESTE: _____

City Clerk



CITY OF POQUOSON

Office of the City Manager
J. Randall Wheeler

500 City Hall Avenue, Poquoson, Virginia 23662-1996
(757)868-3000 Fax (757)868-3101

April 11, 2016

TO: City Council

FROM: City Manager

**SUBJECT: Ordinance Ratifying the Acquisition of Property Located at
1236 Poquoson Avenue and Appropriating the Funds For the
Acquisition**

Presented for your approval is an ordinance ratifying the purchase of property located at 1236 Poquoson Avenue adjacent to S. Lawson Park known as Tax Map Parcel No. 21-01-00-0140 and appropriating the funds for the same. This purchase was previously discussed with you in a closed session and it was the consensus of Council to proceed with the purchase.

JRW:jfw

ORDINANCE NO. _____

ORDINANCE RATIFYING THE ACQUISITION OF PROPERTY LOCATED AT 1236 POQUOSON AVENUE ADJACENT TO S. LAWSON PARK AND KNOWN AS TAX MAP PARCEL NO. 21-01-00-0140 AND APPROPRIATING THE FUNDS NECESSARY FOR THE PURCHASE

WHEREAS, the Poquoson City Council has heretofore determined that the acquisition of property located at 1236 Poquoson Avenue adjacent to S. Lawson Park and known as Tax Map Parcel No. 21-01-00-0140 is in the best interest of the City of Poquoson; and

WHEREAS, pursuant to the direction of City Council, an offer of \$78,000 cash at settlement has been accepted by the owner.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Poquoson, Virginia:

Section 1: That the purchase of 1236 Poquoson Avenue, known as Tax Map Parcel 21-01-00-0140 located next to S. Lawson Park is hereby ratified and approved.

Section 2: That the City Manager is hereby directed to immediately take such steps as are necessary to complete the purchase of this property as soon as is practicable.

Section 3: That funds in the amount of \$78,000 in the General Fund and \$78,000 in the Capital Projects Fund be and the same hereby are appropriated within the Fiscal Year 2015-2016 for acquisition of this property and for payment of recording fees as follows:

GENERAL FUND

Revenues:

Fund Balance \$78,000

TOTAL \$78,000

Expenditures:

Transfers to the Capital Projects Fund \$78,000

TOTAL \$78,000

CAPITAL PROJECTS FUND

Revenues:

Transfer from the General Fund \$78,000

TOTAL **\$78,000**

Expenditures:

1236 Poquoson Ave \$78,000

TOTAL **\$78,000**

Section 4: That in the opinion of City Council an emergency exists which necessitates the immediate enactment of this ordinance and therefore the provisions contained herein shall become effective immediately upon adoption.

ADOPTED: _____

TESTE: _____

City Clerk

(This is a suggested form for use in the sale of Land only. This is a legally binding contract; if not understood, seek competent advice before signing.)

This CONTRACT OF PURCHASE made as of MARCH 28, 2016, between CAROLYN BAIRD, whose address is _____, (the "Seller", whether one or more), and CITY OF POQUOSON, VIRGINIA whose address is 500 CITY HALL AVENUE, POQUOSON, VIRGINIA (the "Purchaser", whether one or more), provides: The Listing Broker for the Property, as defined below, N/A and the Selling Broker is N/A.

1. REAL PROPERTY: Purchaser agrees to buy and Seller agrees to sell the land, and all improvements thereon located in the County or City of POQUOSON, Virginia, and described as (legal description): SEE THE ATTACHED SURVEY MADE A PART HEREOF

and more commonly known as: 1236 POQUOSON AVENUE together with the items of personal property described in paragraph 2 (the "Property").

2. PERSONAL PROPERTY INCLUDED: The following items of personal property are included in this sale: (X)None ()See Addendum.

3. PURCHASE PRICE: The Purchase Price (the "Purchase Price") of the Property is SEVENTY EIGHT THOUSAND FIVE HUNDRED (X) This price shall be the exact sales price. () This price shall be adjusted at settlement to an exact Purchase price of \$ _____ per (sq. ft.) (acre). The exact area to be determined by a survey to be made by a registered surveyor and paid for by _____. At his option, Purchaser may waive said survey. The Purchaser shall pay to the seller at settlement the Purchase Price in cash or by cashier's or certified check, subject to the prorations herein and further subject to one or more of the following financings, (check as applicable):

() (a) THIRD PARTY FIRST TRUST: This sale is subject to Purchaser () obtaining or () assuming: () a conventional, or other (describe) _____ loan secured by a first deed of trust lien on the Property in the principal amount of \$ _____, or _____ % of the Purchase Price bearing interest () at a fixed rate not exceeding _____ % per year, or () at an adjustable rate with an initial rate not exceeding _____ % per year and a maximum rate during the term of the loan not exceeding _____ % per year, or () at the market rate of interest at the time of settlement, amortized over a term of _____ years, and requiring not more than a total of _____ loan discount points, excluding a loan origination fee, or an assumption fee not exceeding \$ _____. (If this contract provides for the assumption of a loan: (i) the Parties acknowledge that the balance set forth above is approximate and that the principal amount to be assumed will be the outstanding principal balance on the date of settlement, and (ii) Purchaser shall assume all obligations of Seller under such loan.)

() (b) THIRD PARTY SECOND TRUST: As set forth in paragraph 5, this sale is also subject to Purchaser obtaining a loan secured by a second deed of trust lien on the Property in the principal amount of \$ _____, or _____ % of the Purchase Price bearing interest at rate not exceeding _____ % per year, amortized as follows _____, and requiring not more than a total of _____ loan discount points, excluding a loan origination fee.

() (c) SELLER FINANCE: Seller agrees that \$ _____ or _____ % of the Purchase Price shall be evidenced by a note made by Purchaser in such amount bearing interest at a rate of _____ % per year amortized as follows _____. The note shall be secured by a deferred purchase money () first, () second or (specify priority) _____ deed of trust lien on the Property. The deed of trust and note shall provide, among other things, that: (i) the note shall be due and payable in full if the Property, or any interest therein, is transferred, sold or conveyed; (ii) Purchaser shall have the right to prepay the note at any time in whole or in part () with a premium or penalty of _____ % of the amount prepaid or () without premium or penalty; (iii) a lot release schedule shall be provided, if applicable, (iv) a late payment charge not exceeding five percent of the payment may be assessed by the Seller for any payment more than seven (7) calendar days late; (v) the note and deed of trust shall otherwise be in form satisfactory to the Seller; (vi) other terms: _____

If this Contract provides for SELLER FINANCING, then (i) such financing shall be contingent upon review and approval by Seller of a current credit report on each Purchaser and a current personal financial statement of each Purchaser, which documents must be provided to Seller within _____ business days following execution of this Contract by both parties; (ii) Purchaser shall properly record the applicable deed of trust, at its expense, at settlement; and (iii) Purchaser may not assign this Contract in whole or in part, without the prior written consent of Seller, which Seller shall be under no obligation to give. Any deed of trust securing SELLER FINANCING; (i) shall contain a provision requiring the trustees under said deed of trust, without the necessity of obtaining the prior consent or joinder of the noteholder, to release land for easements and rights of ways, and/or land to be dedicated for public use from the above mentioned trust without curtailment and at no cost to Purchaser, provided such releases in their aggregate total less than _____ % of the total land area originally encumbered by the deed of trust, (ii) shall provide that Purchaser shall have the right, at any time after settlement, to raze existing improvements, cut, fill, grade, erect improvements and do all other things Purchaser believes necessary in the development of the Property, () with or () without obligation to make any prepayment on account of the debt secured by the deferred purchase money deed of trust.

(d) PURCHASER'S REPRESENTATION AND WARRANTY: Unless specified in a written contingency, neither this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property.

(e) OTHER FINANCING TERMS: \$ 78,500.00 CASH AT SETTLEMENT. THE SALE IS CONTINGENT ON CITY COUNCIL APPROVED FUNDING AT THE MEETING ON APRIL 11 2016

4. **DEPOSIT:** (a) Purchaser has made a Deposit with D. WAYNE MOORE ATTORNEY (the "Escrow Agent"), of ONE HUNDRED Dollars (\$ 100.00) (the "Deposit") () in cash, (X) by check, () bank letter of credit, or () by a note due and payable on _____, receipt of which is hereby acknowledged. Upon ratification of this Contract by all parties, the Deposit shall be held in escrow by the Escrow Agent. If the transaction does not settle, the Deposit shall be held or disbursed in accordance with the regulations of the Virginia Real Estate Board.

5. **FINANCING:** (a) This Contract is contingent upon Purchaser obtaining a written commitment or commitments, as the case may be, for the third Party financing or loan assumption required in paragraph 3. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within N/A business days of the date of acceptance of this Contract and to diligently pursue obtaining a commitment therefore.

(b) If Purchaser does not obtain such written commitment and so notifies Seller or Selling Broker or the Listing Broker in writing before 5:00 p.m. local time on N/A, then this Contract shall terminate upon giving of such notice and the Deposit shall be refunded to the Purchaser. If Purchaser does not obtain such a written commitment and notice thereof is not received by the deadline, or such later deadline as the Parties may agree upon in writing, the Seller shall have the right to (i) deem the financing contingency provided herein satisfied, or (ii) terminate this Contract by giving Purchaser written notice of such termination within five (5) business days after deadline. Failure of Purchaser to make such application or to diligently pursue obtaining such financing shall be a default hereunder.

(c) If the balance of the purchase price is to be paid in cash without third party or seller financing, Purchaser shall give Seller written verification from Purchaser's bank or other sources within _____ days after the date this Contract is fully ratified that Purchaser has or can have the balance of the purchase price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within 10 days after the date by which verification was to be given.

6. **LOAN FEES:** If a lender making a loan described in paragraph 3 requires a discount fee, commonly known as "points" (a point) being 1% of the principal amount of the loan) as a condition of making the loan, Seller agrees to pay the first trust lender up to N/A points and to pay the second trust lender up to N/A points. Except as otherwise agreed in this paragraph and paragraph 13 hereof, Purchaser shall pay all loan origination fees, charges and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans.

7. **SETTLEMENT; POSSESSION:** Settlement shall be made at D. WAYNE MOORE, ATTORNEY on or about MAY 2, 2016. Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the Parties.

8. **BROKERAGE FEE:** Seller and other parties hereto authorize and direct the settlement agent to disburse to Listing Broker and/or Selling Broker from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Listing Broker and/or Selling Broker shall deliver to the settlement agent, prior to settlement, a written statement signed by each broker entitled to all or a portion of the brokerage fee stating how such fee and any additional sales incentives are to be disbursed.

9. **STUDY PERIOD:** Purchaser shall have 30 days from the date this Contract is executed by both Purchaser and Seller, to determine, through engineering and feasibility studies, whether Purchaser's plan of development of the Property is practical. Purchaser shall contract for such studies within ten days from the date of execution, and deliver to Seller and agent copies of the letter(s) ordering the studies; said letter(s) stipulating that true copies of all studies are to be sent to Seller or an agent of Seller, simultaneously with delivery to Purchaser. If within said 30 days, Purchaser notifies both Seller or an agent of Seller, in writing, that his plan, in his sole judgment, is not practical, Purchaser may declare this Contract null and void. In this event, Purchaser shall receive a refund of his deposit and all parties shall be relieved of further liability hereunder. In the absence of such timely notice (time shall be of the essence) from the Purchaser that he elects to declare this Contract null and void, this Contract shall be in full force and effect.

10. **SOIL STUDY:** This Contract is contingent for N/A days from date of execution of this Contract by both Purchaser and Seller to allow _____ at its expense to obtain a soil study and/or percolation test, which shall lawfully allow for the erection of _____. Said report shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of the Property is not permissible, Purchaser shall have the right, upon written notice to Seller, to declare this Contract null and void, in which event the deposit shall be returned to Purchaser and all parties relieved of further liability hereunder.

11. **PROPERTY OWNERS' ASSOCIATION DISCLOSURE:** Seller represents that the Property (check as applicable) is _____ is not located within a development which is subject to the Virginia Property Owners' Association Act (Sections 55-508 through 55-516 of the Code of Virginia). If the Property is within such a development, the Act requires Seller to obtain from the Property Owners' Association an association disclosure packet and provide it to Purchaser. Purchaser may cancel this Contract within three (3) days after receiving the association disclosure packet or being notified that the association disclosure packet will not be available. The right to receive the association disclosure packet and the right to cancel this Contract are waived conclusively if not exercised before settlement.

12. **ACKNOWLEDGMENT OF DISCLOSURE OF BROKERAGE RELATIONSHIP:** (Check as applicable.)
A. The Parties confirm that in connection with the transaction contemplated by this Contract, the Listing Broker and the cooperating or Selling Broker and their salespersons have acted on behalf of Seller as Seller's representatives.
B. The Parties confirm that in connection with the transaction contemplated by this Contract, the Listing Broker and its salespersons have acted on behalf of Seller as Seller's representative, and/or the Purchaser's Broker and its salespersons, by agreement, have acted on behalf of Purchaser as Purchaser's representative.
C. The Parties also confirm, with respect to their own representation, that any required disclosure of the brokerage relationships described in paragraph 12 (A) or (B) above was made in writing at the time specific real estate assistance was provided by the brokers named above or their respective salespersons.
D. The Listing Broker and its salespersons are acting on behalf of both the Seller and the Purchaser as disclosed dual representatives. An executed Disclosure of Dual Representation is attached.
E. The principal or supervising broker has designated _____ to represent the Seller in the transaction and _____ to represent the Purchaser in the transaction. _____, the principal or supervising broker, is acting on behalf of both the Seller and the Purchaser as a disclosed dual representative. An executed Disclosure of the Use of Designated Representatives is attached.
F. The parties also confirm that the disclosure of and consent to the brokerage relationships described in paragraph 12 (D) or (E) above was made prior to the time the offer was made by Purchaser and delivered to Seller.
G. The duties of real estate licensees in Virginia are set forth in section 54.1-2130 et seq. of the Code of Virginia and in the regulations of the Virginia Real Estate Board. In addition to the information contained in this disclosure pertaining to brokerage relationships, there may be other information relevant to the transaction, which may be obtained from other sources.

13. **EXPENSE PRORATIONS:** Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this Purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by the Purchaser. All taxes, assessments, interest, rent, escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement. In addition to the Purchase Price, Purchaser agrees to pay Seller for all fuel oil remaining in the tank (if applicable) at the prevailing market price as of the date of settlement.

14. **TITLE:** At settlement Seller shall convey the Property to the Purchaser by a general warranty deed containing English covenants of title, free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for residential purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 3(a) or 3(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, Seller, at its expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If the Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 7 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days.

15. **NOTICE TO PURCHASER(S):** Purchaser(s) should exercise whatever due diligence Purchaser(s) deems necessary with respect to information on any sexual offenders registered under Chapter 23 section 19.2-387 et seq. of Title 19. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or www.state.va.us/vsp/vsp.html.

16. **ROLL-BACK TAXES, IF ANY, WILL BE PAID AS FOLLOWS:** PAYABLE BY SELLER

17. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (i) terminating this Contract and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

18. **NOTICE:** Whenever notice is to be given under the terms of this Contract, such notice shall be deemed to have been given when enclosed in an envelope having the proper postage, addressed to all parties hereto and deposited as Certified Mail at a U. S. Post Office. The date at which such notice shall be deemed to have been given, shall be the date of the postmark on said envelope.

19. **PRIOR ACCESS:** Purchaser and his agents shall have the right to enter onto the Property at any time prior to settlement for purposes of engineering, surveying and such other work, so long as such studies do not result in a change in the character or topography of the Property. Purchase shall hold Seller harmless against any loss or liability to person or property resulting from such entry on the Property.

20. **DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 9 hereof as if this Contract had been performed and for any damages and all expenses incurred by the non-defaulting party, the Listing Broker and Selling Broker in connection with this transaction and the enforcement of this Contract, including, without limitation to, attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Contract, shall not relieve the defaulting party of liability for the fee of the Listing Broker in this transaction and for any damages and all expenses incurred by the non-defaulting party, the Listing Broker and the Selling Broker in connection with this transaction. In any action brought by Seller, Purchaser, Listing Broker or Selling Broker under this Contract or growing out of the transactions contemplated herein, the prevailing party in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action.

21. **MECHANIC'S LIEN NOTICE:** (a) Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished material or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

22. **NON-BINDING MEDIATION.** The parties who have initialed this paragraph below, in an effort to avoid the expense and delay of litigation, agree to submit any disputes or claims arising out of this Contract to mediation prior to instituting litigation. Such mediation will be *non-binding*, that is, no person agreeing to mediate will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that person. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be provided by the local REALTOR® association, if it provides such services, or by another mutually agreeable mediator or mediation service in the area.

This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.

This provision shall be binding on those parties who have initialed this paragraph, even if not all the parties have initialed it, and will survive settlement. Any party to this Contract who does not initial this provision is relieved of any obligation to mediate, but failure to initial this paragraph will not affect the enforceability of the remainder of the Contract.

Purchasers' Initials Sellers' Initials Listing Brokers' Initials Selling Brokers' Initials

23. OTHER ITEMS: (Use this space for additional terms not covered in this Contract.) N/A

24. MISCELLANEOUS: This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the date this Contract is fully ratified. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the Parties; PROVIDED, HOWEVER, that the provisions of paragraph 9 of this Contract may not be modified or changed without the written consent of the Listing Broker and the Selling Broker. This Contract shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia and shall be binding upon and shall insure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed terms hereof, the handwritten or typewritten terms shall control. UNLESS OTHERWISE PROVIDED HEREIN, THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER HEREIN AND ALL OTHER PROVISIONS OF THIS CONTRACT SHALL BE DEEMED MERGED INTO THE DEED DELIVERED AT SETTLEMENT AND SHALL NOT SURVIVE SETTLEMENT.

25. ACCEPTANCE: This Contract, when signed by Purchaser, shall be deemed an offer to enter into a bilateral contract. If not accepted by Seller by N/A (time), N/A, it shall become null and void.

WITNESS the following duly authorized signatures:

(SEPARATE ALL COPIES BEFORE SIGNING BELOW)

Seller accepts this offer _____ day of _____

DATE / SELLER (SEAL) 3/29/2018 By CITY OF POGOOSON (SEAL) PURCHASER

ADDRESS 500 City Hall Avenue, Pogooson, VA 23062

SOCIAL SECURITY NUMBER DATE / PURCHASER (SEAL)

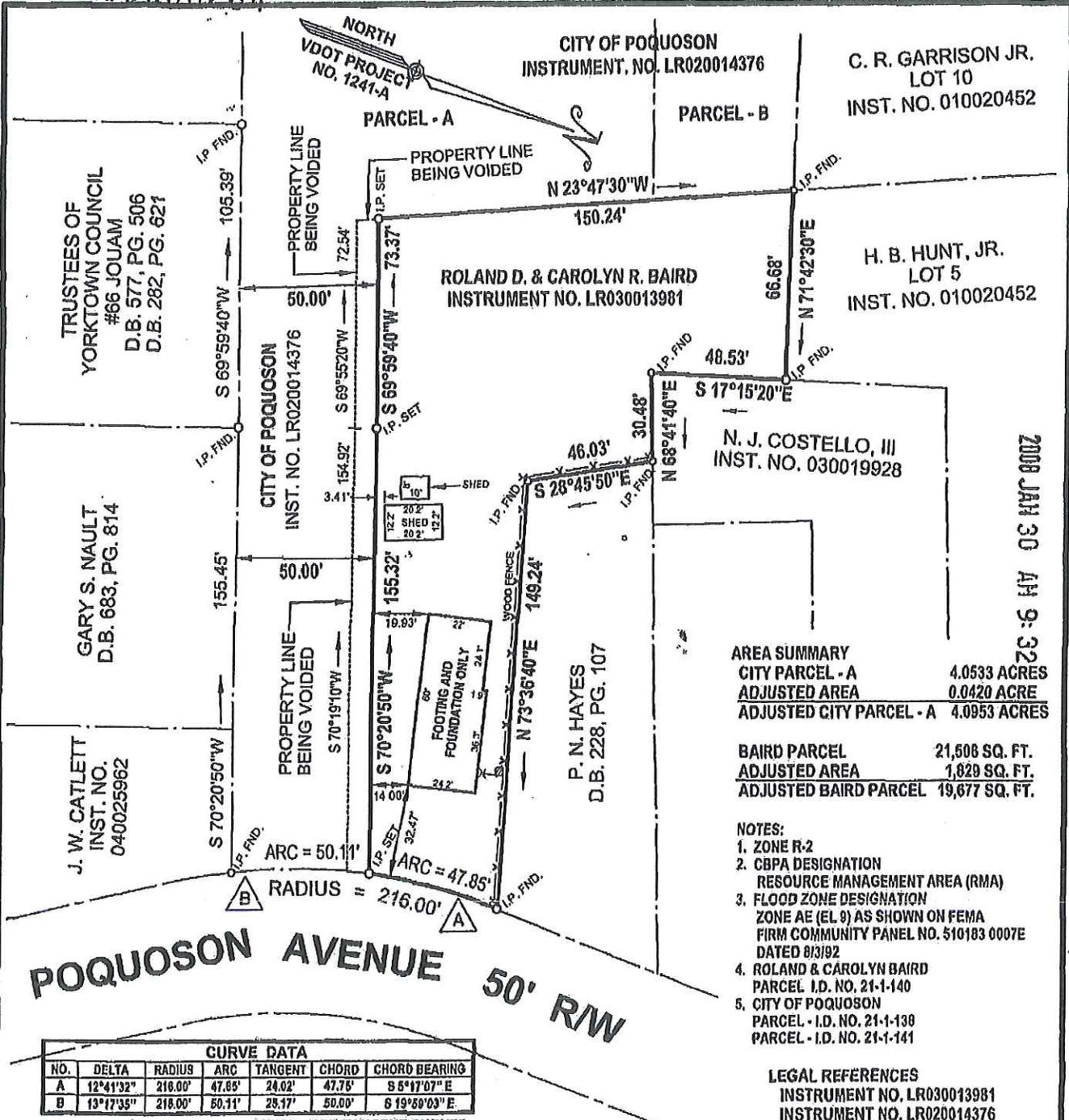
SELLER (SEAL) ADDRESS

ADDRESS

SOCIAL SECURITY NUMBER

Receipt of deposit per Paragraph 4 above is hereby acknowledged.
DATE /

000000261



2008 JAN 30 AM 9:32

AREA SUMMARY

CITY PARCEL - A	4.0533 ACRES
ADJUSTED AREA	0.0420 ACRE
ADJUSTED CITY PARCEL - A	4.0953 ACRES

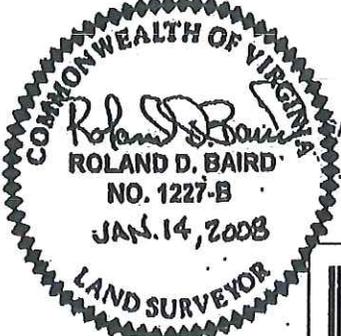
BAIRD PARCEL	21,506 SQ. FT.
ADJUSTED AREA	1,829 SQ. FT.
ADJUSTED BAIRD PARCEL	19,677 SQ. FT.

- NOTES:**
1. ZONE R-2
 2. CBPA DESIGNATION RESOURCE MANAGEMENT AREA (RMA)
 3. FLOOD ZONE DESIGNATION ZONE AE (EL 9) AS SHOWN ON FEMA FIRM COMMUNITY PANEL NO. 510183 0007E DATED 8/3/92
 4. ROLAND & CAROLYN BAIRD PARCEL I.D. NO. 21-1-140
 5. CITY OF POQUOSON PARCEL - I.D. NO. 21-1-138 PARCEL - I.D. NO. 21-1-141

LEGAL REFERENCES
 INSTRUMENT NO. LR030013981
 INSTRUMENT NO. LR020014376

CURVE DATA					
NO.	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING
A	12°41'32"	218.00'	47.85'	24.02'	S 5°17'07" E
B	13°17'35"	218.00'	50.11'	25.17'	S 19°29'03" E

NOTE: NON-TANGENT CURVES



CITY OF POQUOSON APPROVED

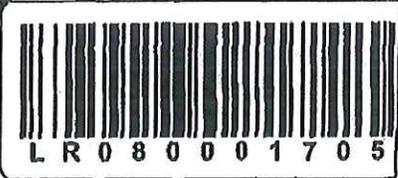
DATE: 1/26/08
[Signature]

PLAT SHOWING A BOUNDARY LINE ADJUSTMENT BETWEEN PROPERTIES OF CITY OF POQUOSON AND ROLAND D. BAIRD & CAROLYN R. BAIRD POQUOSON, VIRGINIA

JOHNSON-BAIRD AND ASSOCIATES
 CIVIL ENGINEERING AND LAND SURVEYING
 538 WEST QUEEN STREET - HAMPTON, VIRGINIA - 23669-3645

SCALE: 1" = 50'
 DATE: JAN. 14, 2008

SHEET 1 OF 2
 FILE NO. 86-019G5



THE PLATTING OF THIS BOUNDARY LINE ADJUSTMENT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS. 000000265

BY: Charles W. Burgess Jr. 1/25/08
CHARLES W. BURGESS JR., CITY MANAGER
CITY OF POQUOSON DATE

BY: Roland D. Baird 1/25/08 BY: Carolyn R. Baird 1/25/08
ROLAND D. BAIRD, OWNER DATE CAROLYN R. BAIRD, OWNER DATE

STATE OF VIRGINIA TO WIT:

I, Sherry Coffey, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE DULY ACKNOWLEDGED THE SAME BEFORE ME IN MY STATE AFORESAID.

GIVEN UNDER MY HAND THIS 25 DAY OF January 2007. 2008

Sherry Coffey
NOTARY PUBLIC
#326242

MY COMMISSION EXPIRES 12/31/2011

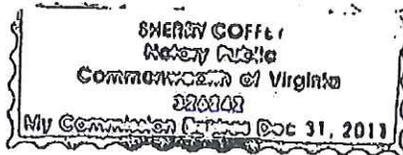


STATE OF VIRGINIA
COUNTY OF YORK TO WIT

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF YORK ON THIS 25 DAY OF January 2007 THIS MAP WAS PRESENTED AND ADMITTED TO RECORD AS THE LAW DIRECTS.

TESTE _____
CLERK

BY _____
DEPUTY CLERK



CITY OF POQUOSON, VIRGINIA
APPROVED FOR RECORDATION

Charles W. Burgess Jr. 1/26/08
CHARLES W. BURGESS, JR. DATE
CITY MANAGER

PLAT INSTRUMENT # 080001705

Filed in the Clerk's Office, Circuit Court,
York Co. - Poquoson, VA
the 30th day of January, 2008
Teste: Lynn S. Mendibur, Clerk 9:32am
By: Jana Brogden D.C.

PLAT SHOWING A BOUNDARY LINE ADJUSTMENT BETWEEN PROPERTIES OF THE CITY OF POQUOSON AND ROLAND D. BAIRD & CAROLYN R. BAIRD POQUOSON VIRGINIA	
JOHNSON • BAIRD AND ASSOCIATES CIVIL ENGINEERING AND LAND SURVEYING 1530 WEST QUEEN STREET - HAMPTON, VIRGINIA - 23669-3645	
DATE: DEC. 3, 2007	SHEET 2 OF 2 FILE NO. 86-019G5

2008 JAN 30 AM 5:32



CITY OF POQUOSON

Office of the City Manager
J. Randall Wheeler

500 City Hall Avenue, Poquoson, Virginia 23662-1996
(757)868-3000 Fax (757)868-3101

April 11, 2016

TO: City Council

FROM: City Manager

**SUBJECT: Request for Placement of a State Approved Historical Marker
For Football Quarter Creek Park in the City's Right-of-Way
At the End of Robert Bruce Road**

A letter requesting City Council approval to erect a historical marker in the public right-of-way on Robert Bruce Road at its intersection with Lankford Lane has been received from Mr. Wade H. O. Kirby, President of the Football Quarter Creek Foundation and is presented for your consideration and approval. This marker, if approved by the Department of Historic Resources, must be located on public land owned by the City. The marker will memorialize the homestead of Thomas Kirby who purchased a 450 acre plantation at this location in 1642.

Mr. Kirby is also seeking assistance from the City with occasional maintenance of the marker.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PLACEMENT OF A HISTORICAL
MARKER IN THE CITY RIGHT-OF-WAY AT THE END
OF ROBERT BRUCE ROAD**

WHEREAS, a request was received from Mr. Wade H. O. Kirby, President of the Footeball Quarter Creek Foundation, for the placement of a historical marker in the City right-of-way at the end of Robert Bruce Road at its intersection with Lankford Lane to memorialize the homestead of Thomas Kirby, ancestor of the Kirby family, who purchased a 450 acre plantation at this location in 1642; and

WHEREAS, if the sign is approved by the Department of Historic Resources, it will be purchased and installed by the family; and

WHEREAS, occasional assistance from the City for maintenance of the marker has also been requested. .

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Poquoson, Virginia:

Section 1: That the request of the Footeball Quarter Creek Foundation for erection of a historical marker in the City right-of-way at the end of Robert Bruce Road is hereby approved.

Section 2: That the City agrees to occasionally assist with maintenance of the marker.

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

ADOPTED: _____

TESTE: _____

City Clerk

Football Quarter Creek Foundation

9030 Stony Point Parkway, Suite 460
Richmond, Virginia 23235

804-323-9800

March 23, 2016

Ms. Deborah L. Vest
Coordinator of Community Development
City of Poquoson
500 City Hall Avenue
Poquoson, Virginia 23662

Dear Ms. Vest:

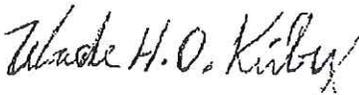
The Kirby family would like to request approval from the Poquoson City Council to erect a historical marker in the vicinity of Football Quarter Creek. This marker will memorialize the homestead of our ancestor Thomas Kirby who purchased a 450 acre plantation there in 1642. The Department of Historic Resources in Richmond requires that this marker be located on public land owned by a city, or the state of Virginia.

Specifically the marker would be located on the public right of way where Robert Bruce Drive terminates about twenty feet (the width of the Lankford Lane right of way) from the Football Quarter Creek property. Robert Bruce Drive is a paved street maintained by Poquoson within the right of way which should be of adequate width.

Our application currently sits with the Department of Historic Resources pending their approval. This will be the standard black and grey state historical marker, purchased and installed by our family with the hope that the City of Poquoson would assist with its occasional maintenance.

Thank you for your consideration of this request. We look forward to your response.

Sincerely,


Wade H.O. Kirby
President



ROBERT BRUCE RD

LANKFORD LN

Football Quarter Creek Park
Property



Map Depicting Potential Location of
Football Quarter Creek Park Historical
Marker

★ Marker Location in ROW

Prepared by City of Poquoson Department of
Community Development



CITY OF POQUOSON

Office of the City Manager
J. Randall Wheeler

500 City Hall Avenue, Poquoson, Virginia 23662-1996
(757)868-3000 Fax (757)868-3101

April 11, 2016

TO: City Council

FROM: City Manager

SUBJECT: Resolution Making an Appointment to the Poquoson Economic Development Authority

Presented for your consideration is a resolution making an appointment to the Poquoson Economic Development Authority to replace P. Craig Moore who has submitted his resignation.

RESOLUTION NO. _____

**RESOLUTION MAKING AN APPOINTMENT TO THE
POQUOSON ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, Mr. P. Craig Moore has submitted his resignation from the Poquoson Economic Development Authority which is accepted with regret.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Poquoson, Virginia:

Section 1: That the following person be and the same hereby is appointed to the Poquoson Economic Development Authority for the term indicated:

Name

Term Expires

March 31, 2020

Section 2: That this resolution shall be in effect on and after its adoption.

ADOPTED: _____

TESTE: _____
City Clerk



CITY OF POQUOSON

Office of the City Manager
J. Randall Wheeler

500 City Hall Avenue, Poquoson, Virginia 23662-1996
(757)868-3000 Fax (757)868-3101

April 11, 2016

To: City Council

From: City Manager

**Subject: Resolution Approving A Memorandum Of Understanding For The
2016 Poquoson Seafood Festival Workboat Race**

Pomoco Nissan has again expressed interest in partnering with the City to hold the Work Boat Race this year. Presented for your review and approval is a Memorandum of Understanding outlining the commitments of both parties.

A resolution authorizing the Seafood Festival Director to sign the Memorandum of Understanding is attached.

RESOLUTION NO. _____

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
WITH POMOCO NISSAN FOR THE 2016 POQUOSON SEAFOOD FESTIVAL
WORKBOAT RACE**

WHEREAS, Pomoco Nissan has expressed interest in partnering with the City of Poquoson to hold the 2016 Poquoson Seafood Festival Workboat Race, and

WHEREAS, a Memorandum of Understanding outlining the commitments and responsibilities of the City of Poquoson and Pomoco Nissan has been carefully and thoroughly reviewed and agreed to by both parties.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Poquoson, Virginia:

Section 1: That City Council does hereby desire to partner with Pomoco Nissan to sponsor the 2016 Poquoson Seafood Festival Workboat Race pursuant to the terms and conditions outlined in the Memorandum of Understanding which has been reviewed and approved and made part of this resolution by reference.

Section 2: That the Poquoson Seafood Festival Director is hereby authorized to sign the Memorandum of Understanding on the City's behalf.

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

ADOPTED: _____

TESTE: _____
City Clerk

**City of Poquoson Events Office
Memorandum of Understanding
2016 Poquoson Seafood Festival Workboat Race**

The City of Poquoson will:

- Mail labeled/enveloped information provided by Pomoco Nissan to participants and potential sponsors.
- Request U.S. Coast Guard approval for the 2016 Workboat Races to include a rain date.
- Request Poquoson Fire Department, Police Department and Public Works assistance during the event.
- Request Certificate of Insurance from the Pomoco Nissan naming the City of Poquoson, its staff and volunteers as additionally insured for the property during the 2016 Workboat Race event time period.
- Provide a *\$5,000.00* honorarium to be used as 2016 Workboat Race prize money only. *City funding is subject to budgetary appropriation by Poquoson City Council.*
- Mutually agree to an operating budget for the 2016 PSF Work Boat Race in which all event expenses are covered by revenues secured through the Pomoco Nissan sponsor procurement and T-Shirt sales. ****Pomoco Nissan will work to the proposed budget and will strive to ensure the event is at least cash neutral. *** City funding is subject to budgetary appropriation by Poquoson City Council.*
- All Workboat Race revenue and expenditures will be administrated through the Poquoson Event's Office. Checks will be made payable to: Poquoson Seafood Festival or City of Poquoson.
- The City will require that during the event all participating vendors (food vendors, amusement companies, etc.) produce Certificates of Liability in the amount of *\$1,000,000* in General & Product Liability Insurance naming the City of Poquoson, its staff and volunteers as additionally insured.
- Maintain grass and provide use of the Messick Point City-owned property for the event.
- Require vendors obtain necessary City permits from the Inspection Office (ex. electrical, mechanical, etc.) as required (*at no charge*). All vendors shall follow all City of Poquoson ordinances and request Inspection Office inspections (electrical, mechanical etc.) after set-up and prior to 3:30pm on the Friday before the 2016 Poquoson Seafood Festival Workboat Race weekend. The Inspection Office contact number is 868-3035.
- Repair existing bleachers at Messick Point.
- Provide (10) trash boxes, a stage, a generator, four-five hand held radios, a minimum of two police officers and emergency medical personnel during the Saturday evening and Sunday events.

- Allow Pomoco Nissan to use City dock and mooring facilities during the 2016 Workboat Race weekend.
- Recognize at the 2016 Poquoson Seafood Festival through media and sponsor bags, including highlighting \$1,000+ 2016 Workboat Race Sponsors.
- Include the 2016 Workboat Race in the Daily Press, York/Poquoson Post, local community channels.
- Recommend using the vendors that the Poquoson Seafood Festival has entered into contracts with (ex. T-Shirt vendor, Trophy vendor, and generator vendor). A list of vendors will be supplied by the Events Office.

Pomoco Nissan will:

- Coordinate event within the financial parameter of approved budget once appropriated and adopted by Poquoson City Council.
- *Procure a certificate of liability in the amount of \$350,000 in General and Product Liability Insurance, with an attached \$10,000,000 Umbrella liability policy naming the City of Poquoson, its staff and volunteers as additionally insured.*
- Agree that new sponsors must be *pre-approved* by the Poquoson Seafood Festival Director to avoid duplication of existing sponsorship agreements and sponsor services.
- Provide Pomoco Nissan staff members and volunteers to make necessary copies, stuff envelopes, work the event, etc.
- Require necessary credentials from all participating watermen and signed race application which hold the City of Poquoson and the Pomoco Nissan harmless from any liability associated with the event.
- Obtain Health Department/Food Serving permits for all food vendors at the event and provide copies to the Events Office.
- Have a representative(s) attend 2016 Poquoson Seafood Festival Committee meetings and provide event updates.
- Recognize sponsors at the event.
- Provide the City with updates as the 2016 Poquoson Seafood Festival Workboat Race revenue is received.
- Have prize pay-out signature sheet signed by all race winners.
- The Pomoco Nissan will provide a copy of the prize pay-out sheet with winner's signatures and an expense/revenue sheet (for City audit purposes) to the Event's Office within 14 days following the 2016 Poquoson Seafood Festival Workboat Race.

Poquoson Seafood Festival Director

Date

Pomoco Nissan Representative

Date