

Planning Commission

Regular Session Agenda

Town Hall

November 6, 2012

6:00 P.M.

1. Call to Order
 - a. Roll Call – Establish a quorum
2. Invocation and Pledge of Allegiance
3. Public Comments
4. Consent Agenda
 - a. Approval of Agenda Format
 - b. Approval of Minutes
 - c. Reports
5. Old Business
 - a. Density – Harbor District – Mason Avenue Corridor
 - b. Sign Ordinance – Review
6. New Business
 - a. Conditional Use Permit – South Port Investors LLC – Parcels 12 and 17
 - b. Reschedule January 1, 2013 meeting
 - c. Election of Chairperson and Vice-Chairperson
7. Announcements
8. Adjourn



DRAFT
PLANNING COMMISSION
Regular Meeting
Town Hall
October 2, 2012

At approximately 6:00 p.m. in the Town Hall, Commissioner Joan Natali, having established a quorum, called to order the Regular Meeting of the Planning Commission. In attendance were Commissioner Mike Strub, Bill Stramm, Andy Buchholz and Sandra Salopek. Vice Chair Dennis McCoy and Commissioner Malcolm Hayward were not in attendance. Also present were Town Planner Tom Bonadeo and Assistant Town Clerk Amanda Hurley. There was one member of the public in attendance.

A moment of silence was observed followed by the Pledge of Allegiance.

PUBLIC COMMENTS

There were no comments from the public nor any written comments submitted prior to the meeting.

CONSENT AGENDA

Tom Bonadeo proposed that the New Business be moved before the Old Business on the agenda.

Motion made by Mike Strub, seconded by Bill Stramm to accept the changes to the agenda. The motion was approved by unanimous consent.

The Commissioners reviewed the minutes for the September 4, 2012 Regular Meeting.

Mike Strub suggested adding the word property after the word commercial at the bottom of page two under Old Business. He noted a typographical error at the top of page four and also suggested taking out a sentence towards the bottom of the second paragraph. Joan Natali noted a couple of typographical errors in the first paragraph under New Business on page three.

Motion made by Mike Strub, seconded by Joan Natali, to approve the minutes from the September 4, 2012 Regular Meeting as corrected. The motion was approved by unanimous consent.

REPORTS

Tom Bonadeo reported the following: i) The Town was purchasing the Bank of America building as well as the parking lot behind it and the two lots that extend to Randolph Avenue. He explained that there were items in the Comprehensive Plan that related to the purchase of the bank building. Examples of this included acquirement of a larger Library, expansion of the Town offices and improvement of parking and alleyways; ii) The South Port project was still ongoing and permits were being renewed; iii) A Wetlands Permit Application was received through the State system for South Port to submit a modification to their permit for work to be completed in the harbor and to begin construction. The Wetlands Board would be reviewing that modification at the end of the month; iv) The old Wastewater Plant had been demolished. This project was in the final phases and it would then become part of the South Port project. This site would become a place where boats would be pulled out of the water and worked on; v) The Historic District Review Board met last month and reviewed an application for a

modification of the front of the Hotel Cape Charles because it was not completed in accordance with their original application, therefore Tom Bonadeo did not sign off on the Certificate of Occupancy. The applicant was going to resubmit a modification of the second floor that would make the balcony look less modern; vi) There were a number of remodeling plans around Town. This was a result of homes being purchased at a low cost which allowed the homeowner to fix them up. Two homes had been jacked up in the past month to raise the foundation; vii) The Town was still working with VDOT on the sidewalk, curb and gutter repair and they were currently working in the Madison and Jefferson Avenue area; viii) There was still a sign on the Reliable Building stating it was under contract. Tom Bonadeo explained that banks were reluctant to loan money for commercial projects, but the owner was making progress and hoped to have something finalized in the near future; and ix) Tom Bonadeo gave an overview of the Bay Vistas and Seabreeze apartments and the ongoing beach erosion. Sea Breeze and the surrounding neighborhood made a proposal to introduce Wave Attenuating Devices (WADs) in the Bay to help protect the area. Their design allowed them to gain sand on their own and VMRC would monitor these WADs over the next several years. This was the first time WADs had been used in Virginia.

NEW BUSINESS

A. *Orientation Information and Documentation*

Tom Bonadeo began by explaining the Comprehensive Plan and Zoning Ordinance. The Comprehensive Plan identified Mason Avenue as the Town's commercial district, which would strengthen the Town, and zoning laws in the commercial district stated that there could be certain kinds of businesses and a certain amount of residential within that district. The Comprehensive Plan also stated how the land should be used and Tom Bonadeo went on to give examples of this. Tom Bonadeo pointed out the Bay Creek area on the map and noted that it was a mix of residential and commercial lots. Tom Bonadeo referred to the Cape Charles zoning map and explained that the colors represented different land uses in the area and went on to explain the following regarding the zoning map: i) The bright yellow color represented undeveloped residential areas or Planned Urban Development (PUD); ii) The pink color represented specialty commercial areas; and iii) The brown color represented open space such as the golf course and the beach. Tom Bonadeo continued stating that portions of the Town were in a flood zone. The Town was also in a Chesapeake Bay Preservation Area which protected against run off into the bay. When anyone disturbed more than 2,500 square feet, they must provide an erosion and sedimentation control plan.

Tom Bonadeo gave an overview of i) the Historic District Guidelines and discussed the historic overlay district as well as the National Historic District; and ii) the Harbor Area Conceptual Master Plan explaining the uses by right and conditional uses. Tom Bonadeo gave examples and referred to the applicable sections under the zoning ordinance.

Tom Bonadeo went on to explain the part of the zoning ordinance that stated how the land would be used and identified the different areas in Town on the map by their color. Examples of those areas included residential estate, single family, multi-family, mixed districts, commercial and commercial residential. The commercial residential district as it was related to Mason Avenue was explained and some examples were given. Tom Bonadeo explained the subdivision ordinance and the site plan as well as the roles of related departments and the Planning Commission. There was discussion regarding the International Building Code (IBC) which was an organization that created the templates for zoning ordinances. The Planning Commission would be working on the sign ordinance which stated that there could be certain kinds of signs in certain places at certain times, and gave the example of political signs which could be displayed forty-five days before and seven days after the election. Tom Bonadeo went over the Flood Ordinance and explained

that the Town of Cape Charles belonged to a Community Rating System (CRS) which allowed the Town to score points through their Flood Ordinance. The more points the Town could score, the better the discount citizens in that flood zone would receive on their flood insurance. Currently, the Town was a level nine; therefore, citizens would qualify for five percent off their insurance. One example of receiving more points was to distribute two brochures a year about flood protection to the citizens. There was much discussion on the elevation and flood insurance for a new home.

Tom Bonadeo went on to talk about the Tree Protection Ordinance and pointed out that in a situation where a tree was dead or diseased, there was a tree replacement plan to maintain the tree coverage.

Tom Bonadeo reviewed Section four of the Zoning Ordinance which applied to all zones.

There was a certification program for Planning Commissioners which was provided by the Organization of Planners. Tom Bonadeo reported dates and times for this course and encouraged the Commissioners to attend. The Town of Exmore had recently organized a Planning Commission and a class could potentially be arranged on the Eastern Shore if twenty people signed up.

Bay Creek was associated by different names including the old Accawmacke Plantation, Bay Creek, and the Planned Unit Development (PUD) zone. Tom Bonadeo gave a brief overview and purchasing history of the properties in this area.

OLD BUSINESS

A. *Density – Harbor District – Mason Avenue Corridor*

The Harbor Conceptual Master Plan gave the ability to have residential in the commercial district however, this created a problem for parking. Tom Bonadeo went on to demonstrate a few formulas related to the commercial district and explained Floor Area Ratio (FAR) which defined how much lot space there was and how much of that area was allowed to be covered with residential, keeping in mind how much of that space was to be kept open space and how much parking space was needed. Tom Bonadeo illustrated some examples and drew one, two and three story buildings to demonstrate how to use the FAR formula and what outcome it would have on how many units could be built and how many parking spaces were needed. There was much discussion on the apartment building at 245 Mason Avenue; the building covered the entire lot and there was no parking.

B. *Sign Ordinance – Review*

The 2012 International Zoning Code was the standard format used and it was modified to suit the Town. First Amendment Rights and Signs stated that the Sign Ordinance content be kept neutral. Tom Bonadeo informed the Planning Commission that they would be revising the sign ordinance in the future.

Andy Buchholz questioned how long permits were good for. Tom Bonadeo replied that Conditional Use Permits, Historic District Review Permits and Wetlands Permits generally ran for one year. Under certain circumstances, Town Council had the ability to extend a permit if it lapsed.

OTHER

Tom Bonadeo remarked that there were a lot of rules and a lot of ways to improve, but these were positive things to better the Town and encourage development.

Joan Natali commented that the railroad property did not fall under the zoning ordinance if it was being used as railroad, but it did if it was used as commercial. Tom Bonadeo supported this comment by stating that the railroad property fell under the Harbor District as well as the industrial district. Anything they did that related to interstate commerce exempted them from the zoning ordinance.

Tom Bonadeo pointed out the Port Authority property on the zoning map and stated that if the harbor and the channel were dredged, the spoils would go there. Tom Bonadeo added that he would be going to a meeting on October 12th to discuss ways to dredge the channel and harbor deeper in order to bring in more commerce.

ANNOUNCEMENTS

Tom Bonadeo announced that the Fallen Officer Memorial for Officer James Taylor would take place in Central Park on October 10, 2012.

Tom Bonadeo also announced the upcoming 2013 classes for the Planning Commissioners.

Motion made by Joan Natali, seconded by Mike Strub, to adjourn the Planning Commission meeting. The motion was approved by unanimous consent.

Commissioner Joan Natali

Asst. Town Clerk

Planning Commission Staff Report

From: Tom Bonadeo
Date: November 6, 2012
Item: 4C – Reports
Attachments:

Item Specifics

1. The Northampton County website is www.co.northampton.va.us and contains the updated information from county meetings. The Northampton Planning Commission also meets on this night and a copy of their agenda is attached when available prior to printing.
2. The Southport Project has submitted plans for permit updates. These plans include wetlands mitigation and will be reviewed by the Wetlands Board and others. We expect work to be done this fall along the wetlands near the harbor. Wetland meeting to be held Monday, October 29, 2012 was rescheduled for Friday, November 2, 2012.
3. The old WWTP is demolished. The material from the polishing pond was drying out and is nearly ready for spreading and final seeding prior to Hurricane Sandy. The material will be re-evaluated this week.
4. The Historic Review Board met last month. The Board reviewed and application for the remodel of an accessory building at 711 Tazewell. The Hotel Cape Charles plans to have their modification for the second floor balcony ready for the November meeting.
5. The storm caused numerous difficulties around Town. As of Wednesday, October 31, 2012, assessments are still taking place. We will have "windshield" assessments ready for FEMA on Thursday morning. FEMA is short-handed here in Virginia as many resources have been moved north to NJ and NY. Detailed assessments will continue for at least a week or more. During the storm, the management team of Sea Breeze began looking for alternative housing for the seven families in the north-west building. Working with the County, the management company secured alternative housing and the families will be moved on Thursday morning.
6. Working with VDOT on a sidewalk repair project. The work is progressing on Madison at this time.
7. If you visited the Bay Vista and Sea Breeze area you have seen the completed Wave Attenuation Devices (WADs). These devices were installed to reduce wave action and accrete sand to build the beach. Hurricane Sandy came very early after installation and the WADs were not designed to repel the waves she sent ashore. We will assess the area later this week to see if any sand was retained.
8. The fishing pier took a lot of wave action during the storm. Many of the boards on the walking surface have been pushed off and a structural assessment will be done shortly.

Planning Commission Staff Report

From: Tom Bonadeo
Date: November 6, 2012
Item: 5A – Review of Density in Harbor District Zone – Mason Avenue Corridor
Attachments: Table of densities, FAR examples

Item Specifics

The Commission reviewed the Density issue at the August and September meetings. The current economic situation has created new building challenges for real estate developers. The Harbor District Zone is the least developed area of Town. Two large projects were submitted and approved under this zoning ordinance. Both projects had positive growth potential while showing some of the potential weaknesses of the ordinance. No specific number of residential units (density) is specified in the Harbor Zone. The Harbor Area Conceptual Master Plan divides the zone into areas relative to their relationship with other zones such as Mason Avenue.

Discussion

A quick review of the September discussion on FAR will help the new members have an understanding of the scope of density measurements.

The Commission reviewed ways to measure density, by Units per Acre and Floor Area Ratio (FAR). We will review more detail on FAR as this is the general method for measuring density. FAR also takes into account open space and height. Some facts about Harbor District are:

1. 25% open space is required.
2. Parking is not part of open space.
3. Current height regulation is 40' with a CUP for some higher to 55'.
4. The Mason Avenue corridor is between Mason Avenue and the Harbor. The Master Plan recommends that this area be treated more like Mason Avenue than like the Harbor.

The Harbor District Zone allows residential units over commercial space. It also allows partial use (50%) of the first floor as residential space. All residential space must have its own entrance at street level. There is no limitation of the number of units on a property.

The planning book "Planning the Built Environment" has numerous tables and guidelines that are generally used for this type of definition. In addition to the tables from the last meeting, two new tables are included, one showing coverage and one showing different FAR and its relationship to coverage.

If we use FAR, open space and height together we can control density and keep the overall building size more in keeping with the north side of Mason Avenue.

Here are sample Densities of existing areas in Cape Charles using DU per acre:

1. The "standard" lot in the Cape Charles Residential area is 5600 square feet which yields 7.7 units per acre.
 - a. This allows for onsite parking and 50% open space.
 - b. Maximum elevation of 40 feet but no more than 2 ½ stories.
 - c. What is the FAR?

2. The C-1 Commercial area allows dwelling units only above the first floor and with separate access to the street level, not through a commercial unit.
 - a. The densest location is the Wilson Building that has nine dwelling units on three floors.
 - b. This location is covers one 5600 square foot lot.
 - c. All parking is on-street parking.
 - d. This is about 69 units per acre.
 - e. The building is 4 stories.
 - f. What is the FAR?

3. The building at 115 Mason Avenue is on a 35 foot wide lot with 4 dwelling units.
 - a. This provides a density of 35 units per acre
 - b. This lot only allows 3 on-site parking spaces.
 - c. The building is 3 stories.
 - d. What is the FAR?

New development also must meet the table of parking standards. This means that the development will be required to have on-site parking that will take up square footage. The table requires one parking space per bedroom. Parking is not allowed in the open space of the development in the Harbor District.

The definition of a dwelling unit says one or more rooms. The zoning ordinance does not regulate the number of bedrooms in the unit. The Floor Area Ration (FAR) would be useful in the Harbor District as it regulates total area not just units. FAR is often used in commercial development as it regulates the square footage relationship rather than the number of dwelling units. A dwelling unit can also vary in size and number of bedrooms. Figure 14.5 shows this relationship.

Reviewing Figure 14.5 shows that a density of 25 to 35 units per acre or a FAR of .5 to .9 allows enough open space to meet the parking requirements, keep the height relatively low and provide sufficient dwelling units.

Recommendation

Review and discuss the FAR examples as presented.

Figure 14.1. Examples of Building Coverage

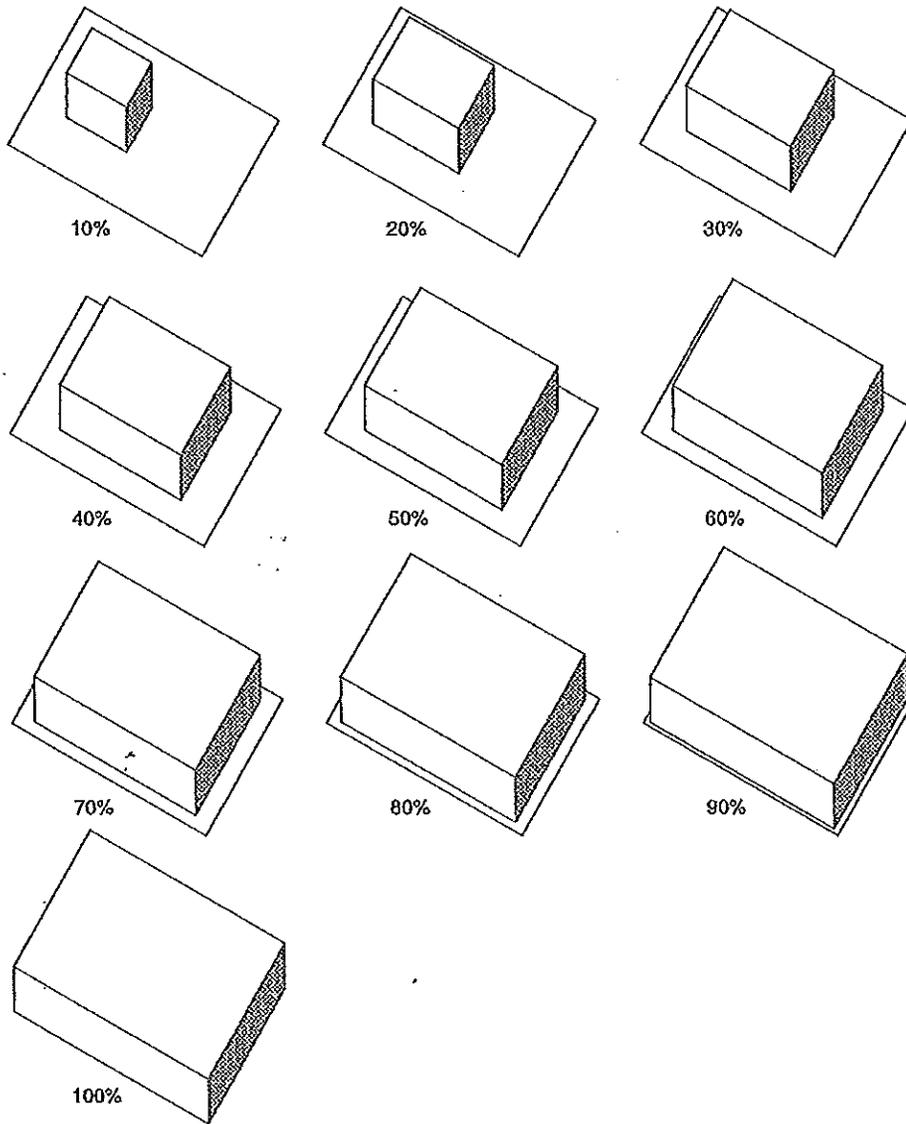


Table 14.2. Relationships Among Building Type, Residential Density, and Floor Area Ratio

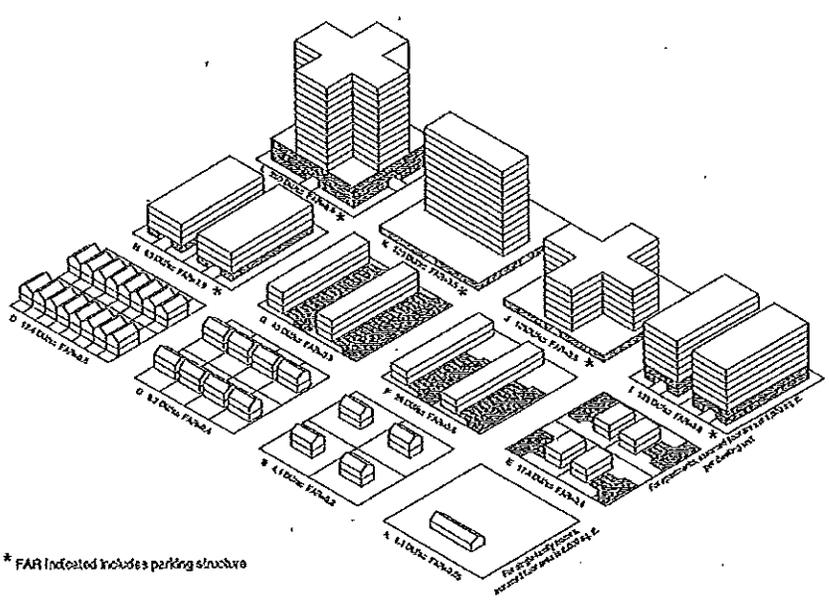
Figure	Type of Structure (see 14.1)	ASSUMED SPECIFICATIONS				RESULTING PATTERNS			
		Lot Size (sq. ft.)	Floor Area per DU (sq. ft.)	Parking Spaces per DU (not shown)	Number of Stories	Residential Density (DUs per Acre)	DUs per Acre (FAR)	Floor Area Ratio (FAR)	Coverage (percent)
A	Detached single-family house	40,000	2,000	not shown	1	40,000	1.1	0.05	5
B	Detached single-family house	10,000	2,000	not shown	2	10,000	4.4	0.2	10
C	Detached single-family house	5,000	2,000	not shown	2	5,000	8.7	0.4	20
D	Row house	2,500	2,000	not shown	2	2,500	17.4	0.8	40
E	Fourplex	10,000	1,000	1.2	2	2,500	17.4	0.4	50
F	2-story garden apartment	20,000	1,000	1.3	2	1,000	26	0.6	30
G	3-story garden apartment	20,000	1,000	1.3	3	1,100	40	0.9	30
H	3-story apartment over parking	20,000	1,000	1.0	3	600	53	1.4	48
I	3-story apartment over parking	20,000	1,000	1.0	3	550	125	2.9	48
J	3-story apartment over parking	40,000	1,000	1.0	6	400	109	2.5	42
K	3-story apartment over factory parking	40,000	1,000	1.0	12	400	109	2.2	51
L	12-story apartment over 3-story parking	40,000	1,000	1.0	12	274	200	4.7	39

* DU = dwelling unit.
 * This FAR counts floor area in the structure devoted to both residential and parking uses. Other FARs, not included by an asterisk, are calculated on the basis of residential floor area only.

Figure 14.5 illustrates what the buildings in our calculations that each dwelling unit has a floor area of 2,000 square feet. The space for parking cars has not been shown in these illustrations because off-street parking presents no serious problems at these residential densities.

The left-hand row in Figure 14.5 contains only single-family homes, ranging in density from a low-density suburban home with a density of 1.1 DU/acre to urban row houses at a density of 17.4 DU/acre. It has been assumed

The central row in Figure 14.5 contains low-rise apartment houses, ranging in den-



* FAR indicated includes parking structure

Figure 14.5. Relationships Among Building Type, Residential Density, and Floor Area Ratio

Figure 14.2. Sites Developed With a Floor Area Ratio of 1.0

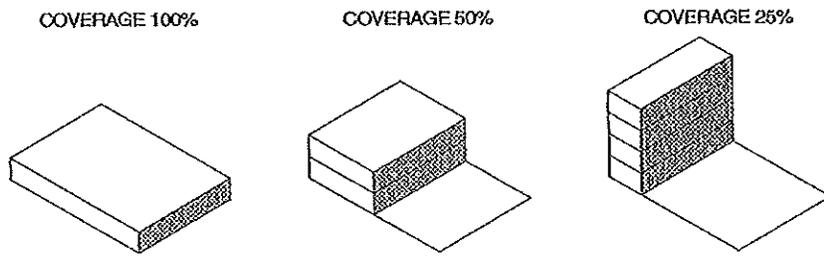


Figure 14.3. Sites Developed With a Floor Area Ratio of 0.5

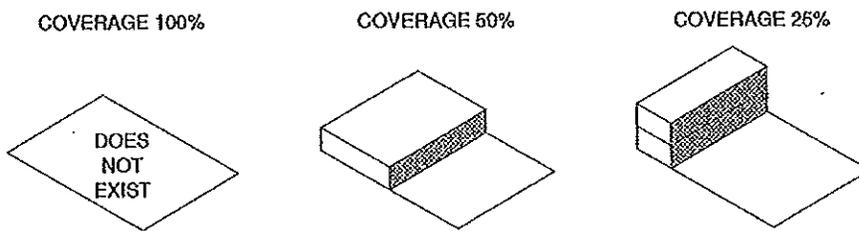
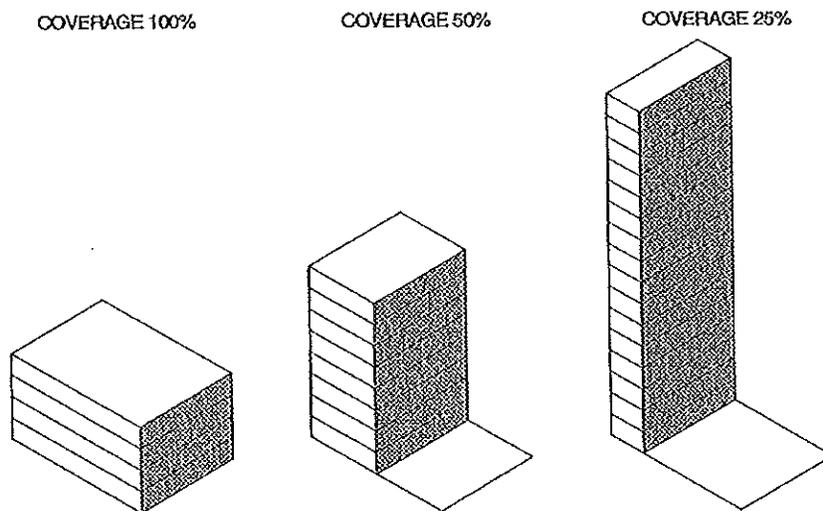


Figure 14.4. Sites Developed With a Floor Area Ratio of 4.0



streets, and facilities serving the local population (such as local schools, local parks, and local shopping facilities). The area specifically excludes land uses serving populations outside of the area being analyzed (such as state universities, regional shopping centers, and regional airports). The land area may or may not include vacant land.

Jurisdiction-wide residential density.—The number of dwelling units per unit area (such as square miles or square kilometers) of land within the political boundaries of a jurisdiction. (The area usually includes residential, commercial, industrial, recreational, and institutional land uses, as well as vacant land, military bases, airports, and bodies of water.)

Residential density is most often expressed in terms of dwelling units (DU) per acre (ac). Sometimes, however, the inverse of this term, lot area per dwelling unit, is used.

USING RESIDENTIAL DENSITY AS A DESIGN TOOL

Residential density, expressed in dwelling units per acre (DU/ac), is used as an overview planning tool.

Residential density, expressed in lot area per dwelling unit, is used as a regulatory tool (e.g., in special zoning regulations).

When calculating the yield for single building sites, density figures (expressed in terms of square feet of lot area per DU) are used.

- For a site that is to be subdivided (with streets to be subtracted from the gross area) the number of gross acres in each land use is multiplied by the gross residential density of that land use which results in an approximate yield in number of dwelling units.
- For a site that is to be subdivided (with streets, parks, shopping centers, and schools), the gross area of the tract in

acres is multiplied by the neighborhood density figure which is closest to the typical type of dwelling that will be built on the property; this will produce an approximation of the number of dwelling units that the area will produce.

It must be noted that the above calculations will give approximations only. For more precise figures, one must specify how many units of each building type will be built, the average lot area per dwelling unit for each building type, the percent of the area that will be used for streets, and the percent of the area that will be used for community facilities. This detailed analysis can usually be made only after a fairly detailed site plan has been developed.

Table 14.1 reports typical residential densities. Note that these are generalized approximations only and that the values reported in the table are not standards that apply everywhere.

COVERAGE AND FLOOR AREA RATIO

Some additional terms are used when describing or calculating residential density:

Coverage.—The area of a building lot that is covered by a structure, expressed in square feet; the proportion of a building lot that is covered by a structure, expressed in percent or in decimal parts.

Floor area ratio (FAR).—The ratio between the total gross floor area on all stories of a structure to the gross area of the building lot on which the structure is located.

Floor area ratios are often used in regulating the density of development of commercial and industrial properties; they are rarely used in regulating residential properties. This is because experience has shown that when a FAR is the primary regulation in apartment zoning, property owners tend to crowd their properties with many small apartment units

Table 14.1. Typical Residential Densities

Residential Use	Lot Area (sq. ft./DU)	Net Residential Density (DU/acre)	Gross Residential Density (DU/acre)	Neighborhood Residential Density (DU/acre)
Rural estate	20 acres	0.5	0.5	0.5
Rural residential	5 acres	20	1.7	1.5
Low-density, single family	20,000	2.2	4.0	3.5
Medium-density, single family	9,000	5.5	6.5	5.2
High-density, single family	5,000	8.7	8	6
Duplexes	4,000	11	8	6
Low-density row house	3,500	12	8	6
High-density row house	2,500	17	12	10
Low-density townhouse	5,400	8	6	5
High-density townhouse	2,700	16	12	10
1-story apartments	2,400	18	13	20
3-story apartments	1,200	36	25	35
6-story apartments	600	72	50	60
12-story apartments	300	144	100	60

• DU/ac = dwelling units per acre
 • sq. ft./DU = area in the building site in square feet per dwelling unit

rather than fewer, moderate-sized units. (In some instances, this may be a desired effect; in others, it may be considered an adverse impact.)

Figure 14.1 illustrates a variety of building coverages. It may be noted that very low coverage figures are usually found only in low-density suburban and rural areas, and that very high coverage figures are usually found only in dense urban areas. A coverage of 100 percent is extreme and is almost never found.

Figure 14.2 illustrates three sites, each of which is developed to a FAR of 1.0 (that is, each site has a structure on it which is equal in floor area to the land area of the site). The figure on the left shows development when the building coverage is 100 percent; the figure in the middle shows development with a

coverage of 50 percent; the one on the right has a coverage of 25 percent.

Figure 14.3 illustrates the same three sites, but this time each of them is developed to a FAR of 0.5. Since it is impossible to develop a site at 100 percent coverage while having a FAR of 0.5, no structure is shown in the left-hand diagram.

Figure 14.4 again illustrates the three sites, but this time each one is developed to a FAR of 4.0.

RELATIONSHIPS AMONG BUILDING TYPE, RESIDENTIAL DENSITY AND FLOOR AREA RATIO

Table 14.2 presents a number of examples of residential buildings that might be built under a variety of assumed conditions.

Planning Commission Staff Report

From: Tom Bonadeo
Date: November 6, 2012
Item: 5B – Sign Ordinance
Attachments: Ordinance pages to be reviewed

Background

The sign ordinance has had review and has been partially marked up. Attached are pages 1 - 20. The session this evening will be a review of the existing ordinance, the modifications of the ordinance and where we will go next. The modified ordinance is based on the International Zoning Code. This code is written by the International Code Council.

Item Specifics

Please take time to read through the attached version. You will receive a Zoning Ordinance book and this session will provide instruction on the use of the book.

Recommendations

Introduction to code Section IV, specifically Signs.

Section 4.1 Sign Regulations

A. Purpose

OK'd at
8/2/11
meeting
(language
from Ports)

The purpose of this sign ordinance is to encourage the effective use of signs as a means to communicate in the Town, to maintain and enhance the aesthetic environment and the Town's ability to attract sources of economic development and growth; to improve the pedestrian and traffic safety, to minimize the possible adverse effect of signs on nearby public and private property, and to enable the fair and consistent enforcement of these sign restrictions.

B. Definitions

The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein.

ANIMATED SIGN. A sign employing actual motion or the illusion of motion. Animated signs, which are differentiated from changeable signs as defined and regulated by this code, include the following types:

Electrically activated. Animated signs producing the illusion of movement by means of electronic, electrical or electro-mechanical input and/or illumination capable of simulating movement through employment of the characteristics of one or both of the classifications noted below:

1. Flashing. Animated signs or animated portions of signs whose illumination is characterized by a repetitive cycle in which the period of illumination is either the same as or less than the period of nonillumination. ~~For the purposes of this ordinance, flashing will not be defined as occurring if the cyclical period between on-off phases of illumination exceeds 4 seconds.~~

Deleted 11/2011.

2. Patterned illusionary movement. Animated signs or animated portions of signs whose illumination is characterized by simulated movement through alternate or sequential activation of various illuminated elements for the purpose of producing repetitive light patterns designed to appear in some form of constant motion.

Environmentally activated. Animated signs or devices motivated by wind, thermal changes or other natural environmental input. Includes spinners, pinwheels, pennant strings, and/or other devices or displays that respond to naturally occurring external motivation.

Mechanically activated. Animated signs characterized by repetitive motion and/or rotation activated by a mechanical system powered by electric motors or other mechanically induced means.

ARCHITECTURAL PROJECTION. Any projection that is not intended for occupancy and that extends beyond the face of an exterior wall of a building, but that does not include signs as defined herein. See also "Awning;" "Backlit awning;" and "Canopy, Attached and Free-standing."

AWNING. An architectural projection or shelter projecting from and supported by the exterior wall of a building and composed of a covering of rigid or nonrigid materials

and/or fabric on a supporting framework that may be either permanent or retractable, including such structures that are internally illuminated by fluorescent or other light sources.

AWNING SIGN. A sign displayed on or attached flat against the surface or surfaces of an awning. See also "Wall or fascia sign."

BACKLIT AWNING. An awning with a translucent covering material and a source of illumination contained within its framework.

BANNER. A flexible substrate on which copy or graphics may be displayed.

BANNER SIGN. A sign utilizing a banner as its display surface.

BILLBOARD. Any large sign/panel including supporting structure used as an outdoor display for the purpose of displaying advertisements making anything known; the product, business, or service so advertised or displayed being on or remote from the site of the sign. This sign is typically seen alongside roadways or on the sides of buildings. (Sometimes referred to as "Off-premise sign" or "Outdoor advertising sign.")

Definitions pulled from Internet. 1/2012. Need to decide which one to use.

Need to add size.

OR

A large permanent sign erected, maintained or used in the outdoor environment for the purpose of the display of commercial or noncommercial messages. (Sometimes referred to as "Off-premise sign" or "Outdoor advertising sign.")

BUILDING ELEVATION. The entire side of a building, from ground level to the roofline, as viewed perpendicular to the walls on that side of the building.

CANOPY (Attached). A multisided overhead structure or architectural projection supported by attachments to a building on one or more sides and either cantilevered from such building or also supported by columns at additional points. The surface(s) and/or soffit of an attached *canopy* may be illuminated by means of internal or external sources of light. See also "Marquee."

CANOPY (Free-standing). A multisided overhead structure supported by columns, but not enclosed by walls. The surface(s) and or soffit of a free-standing *canopy* may be illuminated by means of internal or external sources of light.

CANOPY SIGN. A sign affixed to the visible surface(s) of an attached or free-standing *canopy*. For reference, see Section C.

CHANGEABLE SIGN. A sign with the capability of content change by means of manual or remote input, including signs which are:

Electrically activated. Changeable sign whose message copy or content can be changed by means of remote electrically energized on-off switching combinations of alphabetic or pictographic components arranged on a display surface. Illumination may be integral to the components, such as characterized by lamps or other light-emitting devices; or it may be from an external light source designed to reflect off the changeable component display. See also "Electronic message sign or center."

Manually activated. Changeable sign whose message copy or content can be changed manually.

COMBINATION SIGN. A sign that is supported partly by a pole and partly by a building structure.

COPY. Those letters, numerals, figures, symbols, logos and graphic elements comprising the content or message of a sign, excluding numerals identifying a street address only.

DEVELOPMENT COMPLEX SIGN. A free-standing sign identifying a multiple-occupancy development, such as a shopping center or planned *industrial* park, which is controlled by a single owner or landlord, approved in accordance with Section I.2 of this chapter.

DIRECTIONAL SIGN. Any sign that is designed and erected for the purpose of providing direction and/or orientation for pedestrian or vehicular traffic.

DOUBLE-FACED SIGN. A sign with two faces, back to back.

ELECTRIC SIGN. Any sign activated or illuminated by means of electrical energy.

ELECTRONIC MESSAGE SIGN OR CENTER. An electrically activated changeable sign whose variable message capability can be electronically programmed.

EXTERIOR SIGN. Any sign placed outside a building.

FASCIA SIGN. See "Wall or fascia sign."

FLASHING SIGN. See "Animated sign, electrically activated."

Need to add size. 8/2/11

FREE-STANDING SIGN. A sign principally supported by a structure affixed to the ground, and not supported by a building, including signs supported by one or more columns, poles or braces placed in or upon the ground. For visual reference, see Section C.

Need to compare to existing. 8/2/11

FRONTAGE (Building). The length of an exterior building wall or structure of a single premise orientated to the public way or other properties that it faces.

FRONTAGE (Property). The length of the property line(s) of any single premise along either a public way or other properties on which it borders.

GROUND SIGN. See "Free-standing sign."

Need to add language re: dark sky compliance. 8/2/11

ILLUMINATED SIGN. A sign characterized by the use of artificial light, either projecting through its surface(s) (internally illuminated); or reflecting off its surface(s) (externally illuminated).

INTERIOR SIGN. Any sign placed within a building, but not including "window signs" as defined by this ordinance. Interior signs, with the exception of window signs as defined, are not regulated by this chapter.

MANSARD. An inclined decorative roof-like projection that is attached to an exterior building facade.

MARQUEE. See "*Canopy* (attached)."

MARQUEE SIGN. See "*Canopy sign*."

Rayfield's
could have
one. 11/1/11

MENU BOARD. A free-standing sign orientated to the drive-through lane for a restaurant that advertises the menu items available from the drive-through window, and which has no more than 20 percent of the total area for such a sign utilized for business identification.

MULTIPLE-FACED SIGN. A sign containing three or more faces.

OFF-PREMISE SIGN. See "Billboard."

ON-PREMISE SIGN. A sign erected, maintained or used in the outdoor environment for the purpose of the display of messages appurtenant to the use of, products sold on, or the sale or lease of, the property on which it is displayed.

OUTDOOR ADVERTISING SIGN. See "Billboard."

PARAPET. The extension of a building facade above the line of the structural roof.

POLE SIGN. See "Free-standing sign."

POLITICAL SIGN. A temporary sign intended to advance a political statement, cause or candidate for office. A legally permitted outdoor advertising sign shall not be considered to be a political sign.

PORTABLE SIGN. Any *sign* not permanently attached to the ground or to a building or building surface. See "Temporary Sign."

PROJECTING SIGN. A *sign* other than a wall sign that is attached to or projects more than 18 inches (457 mm) from a building face or wall or from a structure whose primary purpose is other than the support of a sign. For visual reference, see Section C.

REAL ESTATE SIGN. A temporary *sign* advertising the sale, lease or rental of the property or premises upon which it is located.

REVOLVING SIGN. A *sign* that revolves 360 degrees (6.28 rad) about an axis. See also "Animated sign, mechanically activated."

ROOF LINE. The top edge of a peaked roof or, in the case of an extended facade or parapet, the uppermost point of said facade or parapet.

ROOF SIGN. A *sign* mounted on, and supported by, the main roof portion of a building, or above the uppermost edge of a parapet wall of a building and which is wholly or partially supported by such a building. Signs mounted on mansard facades, pent eaves and architectural projections such as canopies or marquees shall not be considered to be roof signs. For a visual reference, and a comparison of differences between roof and fascia signs, see Section C.

Need to add.
11/1/11

SANDWICH BOARD.

SIGN. Any device visible from a public place that displays either commercial or noncommercial messages by means of graphic presentation of alphabetic or pictorial symbols or representations. Noncommercial flags or any flags displayed from flagpoles or staffs will not be considered to be signs.

SIGN AREA. The area of the smallest geometric figure, or the sum of the combination of regular geometric figures, which comprise the sign face. The area of any double-sided or "V" shaped *sign* shall be the area of the largest single face only. The area of a sphere shall be computed as the area of a circle. The area of all other multiple-sided signs shall be computed as 50 percent of the sum of the area of all faces of the *sign*.

SIGN COPY. Those letters, numerals, figures, symbols, logos and graphic elements comprising the content or message of a *sign*, exclusive of numerals identifying a street address only.

SIGN FACE. The surface upon, against or through which the *sign* copy is displayed or illustrated, not including structural supports, architectural features of a building or sign structure, nonstructural or decorative trim, or any areas that are separated from the background surface upon which the sign copy is displayed by a distinct delineation, such as a reveal or border. see Section C.

1. In the case of panel or cabinet type signs, the sign face shall include the entire area of the sign panel, cabinet or face substrate upon which the *sign* copy is displayed or illustrated, but not open space between separate panels or cabinets.
2. In the case of *sign* structures with routed areas of sign copy, the *sign* face shall include the entire area of the surface that is routed, except where interrupted by a reveal, border, or a contrasting surface or color.
3. In the case of signs painted on a building, or individual letters or graphic elements affixed to a building or structure, the *sign* face shall comprise the sum of the geometric figures or combination of regular geometric figures drawn closest to the edge of the letters or separate graphic elements comprising the *sign* copy, but not the open space between separate groupings of sign copy on the same building or structure.
4. In the case of *sign* copy enclosed within a painted or illuminated border, or displayed on a background contrasting in color with the color of the building or structure, the *sign* face shall comprise the area within the contrasting background, or within the painted or illuminated border.

SIGN STRUCTURE. Any structure supporting a sign.

TEMPORARY SIGN. A sign intended to display either commercial or noncommercial messages of a transitory or temporary nature. Portable signs or any sign not permanently embedded in the ground, or not permanently affixed to a building or *sign* structure that is permanently embedded in the ground, are considered temporary signs.

UNDER CANOPY SIGN OR UNDER MARQUEE SIGN. A sign attached to the underside of a *canopy* or *marquee*.

V SIGN. Signs containing two faces of approximately equal size, erected upon common or separate structures, positioned in a "V" shape with an interior angle between faces of not more than 90 (1.57 rad) degrees with the distance between the sign faces not exceeding 5 feet (1524 mm) at their closest point.

WALL OR FASCIA SIGN. A *sign* that is in any manner affixed to any exterior wall of a building or structure and that projects not more than 18 inches (457 mm) from the building or structure wall, including signs affixed to architectural projections from a building provided the copy area of such signs remains on a parallel plane to the face of the building facade or to the face or faces of the architectural projection to which it is affixed. For a visual reference and a comparison of differences between wall or fascia signs and roof signs, see Section C.

WINDOW SIGN. A *sign* affixed to the surface of a window with its message intended to be visible to and readable from the public way or from adjacent property. A business is permitted to hang a sign in a window relating to something within their establishment. A business is not permitted to hang a sign in their window advertising another business.

11/1/11

C. General

Sign types and the computation of *sign* area shall be as depicted in Figures C.1(1) through C.1(4).

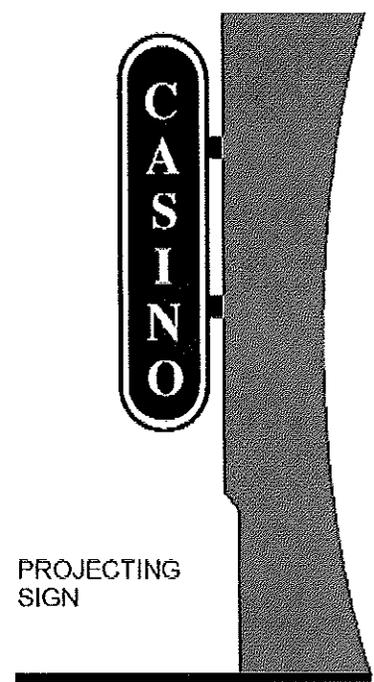
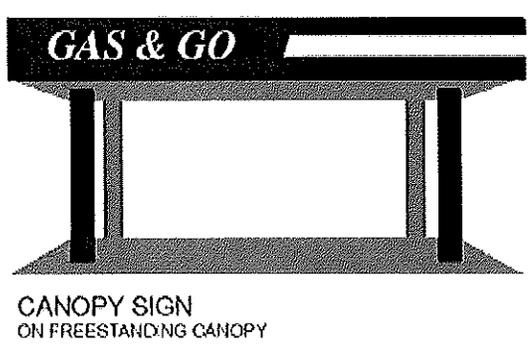
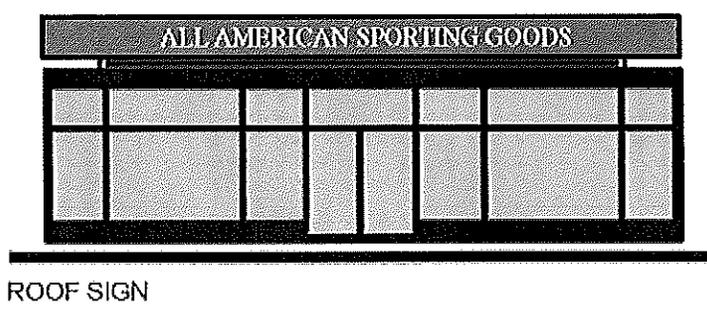
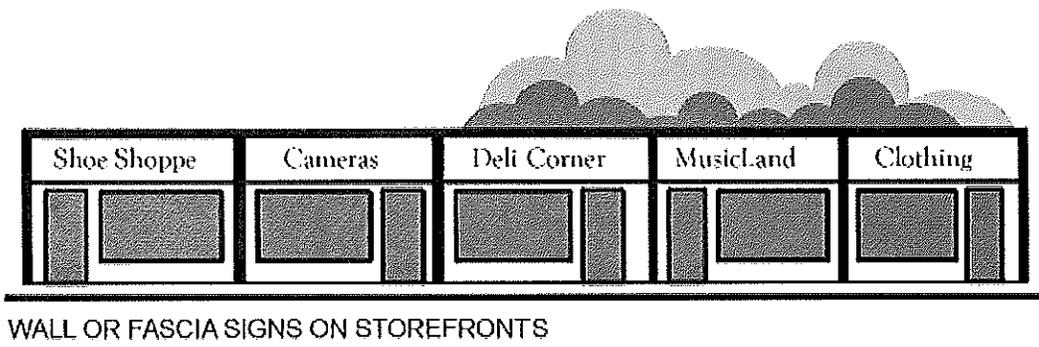
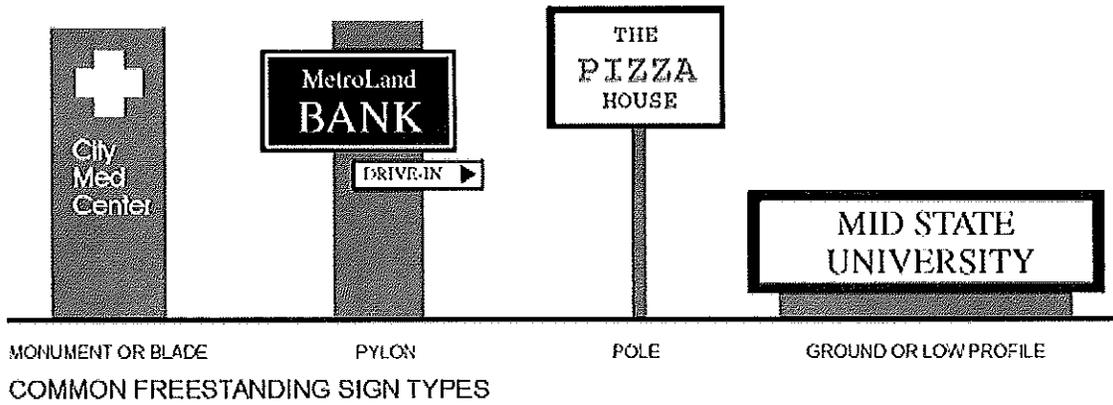


FIGURE C.1(1) GENERAL SIGN TYPES

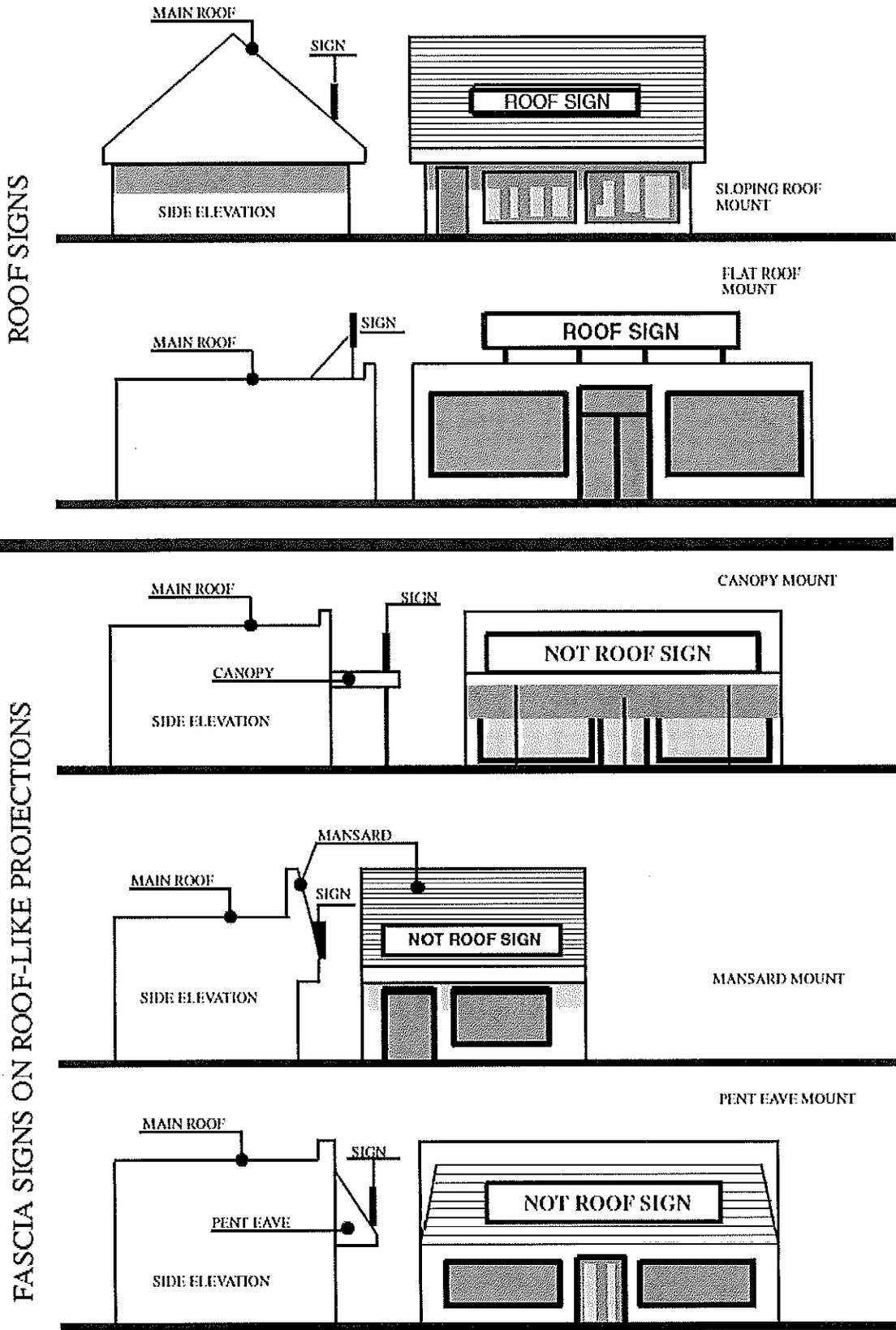
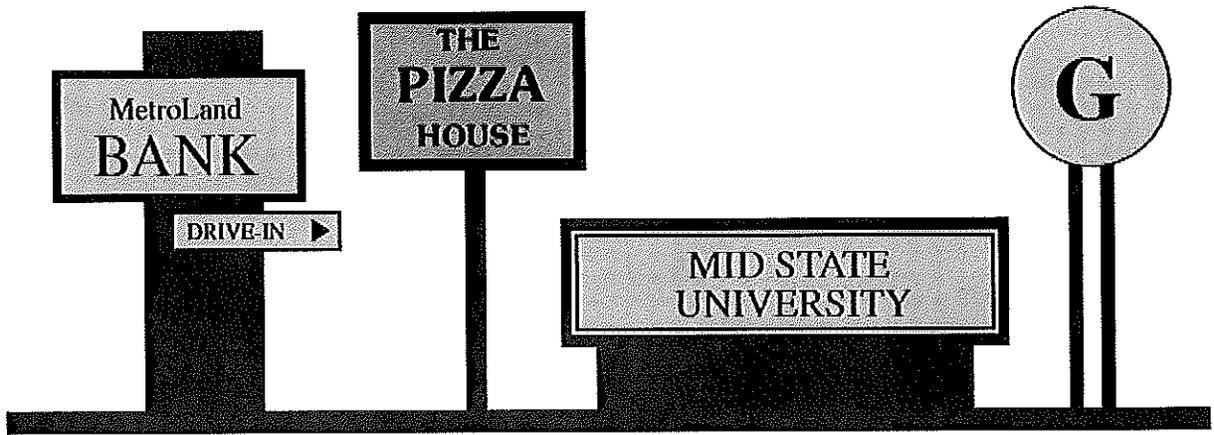
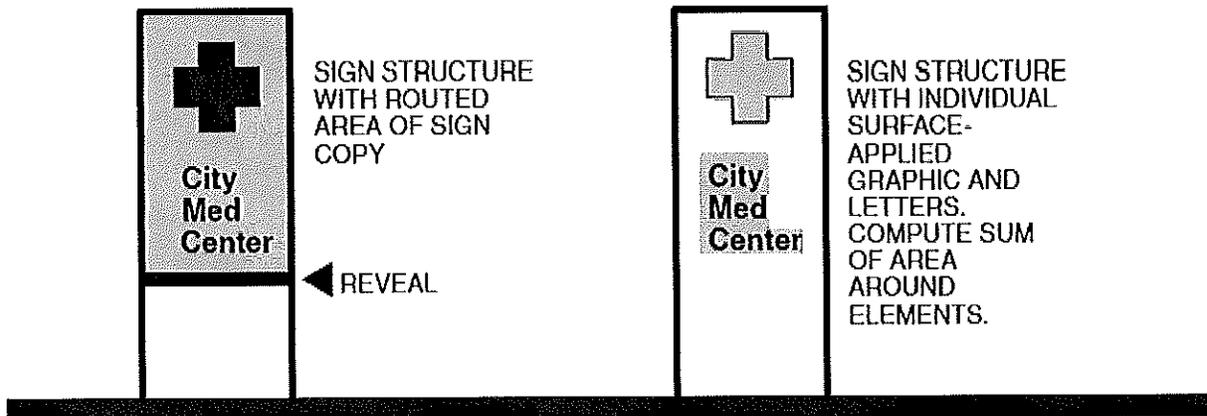


FIGURE C.1(2) COMPARISON—ROOF AND WALL OR FASCIA SIGNS



SIGN STRUCTURES



Notes: Sum of shaded areas only represents sign area. Sign constructed with panels or cabinets.

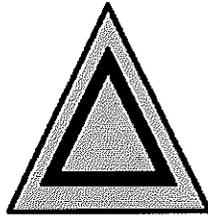
FIGURE C.1(3) SIGN AREA—COMPUTATION METHODOLOGY

METROLAND BANK
Drive-In Branch

COMPUTE AREA AROUND
COPY ELEMENTS ONLY.

COMPUTE AREA
INSIDE DEFINED
BORDER OR
INSIDE
CONTRASTING
COLOR AREA.

METROLAND BANK
Drive-In Branch



Arrowhead

COMPUTE SUM OF
AREAS OF INDIVIDUAL
ELEMENTS ON WALL
OR STRUCTURE.

PARKING

Village Center

IN COMPUTING AREA FOR UPPER-
AND LOWER-CASE LETTERING,
INCLUDE ASCENDERS OR
DESCENDERS, BUT NOT BOTH.
CALCULATE SUPER ASCENDERS
SEPARATELY AS INDICATED.

Notes: Sum of shaded areas only represents sign area for code compliance purposes. Examples of signs consisting of individual letters, elements or logos placed on building walls or structures.

FIGURE C.1(4) SIGN AREA—COMPUTATION METHODOLOGY

D. General Provisions

1. Conformance to codes

Deleted 6/5/12

Any sign hereafter erected shall conform to the provisions of this ordinance and the provisions of the *International Building Code* and of any other ordinance or regulation within this jurisdiction.

2. Signs in rights-of-way

Deleted 11/1/11.
6/5/12-changed to
Town Manager

No sign other than an official traffic sign or similar sign shall be erected ~~within 2 feet (610 mm) of the lines of any street, or~~ within any public way, unless specifically authorized by other ordinances or regulations of this jurisdiction or by specific authorization of the ~~code official zoning administrator~~ Town Manager.

3. Projections over public ways

11/1/11.

Signs projecting over public walkways shall be permitted to do so only with the approval of the Town Manager on a temporary basis. These signs are subject to the projection and clearance limits either defined herein or, if not so defined, at a minimum height of 8 feet (2438 mm) from grade level to the bottom of the sign. Signs, architectural projections or *sign* structures projecting over vehicular access areas must conform to the minimum height clearance limitations imposed by the jurisdiction for such structures.

4. Traffic visibility.

No sign or sign structure shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision, nor at any location where by its position, shape or color it may interfere with or obstruct the view of or be confused with any authorized traffic sign, signal or device.

5. Computation of frontage

Need to put in "our" language.

~~If a premises contains walls facing more than one property line or encompasses property frontage bounded by more than one street or other property usages, the sign area(s) for each building wall or property frontage will be computed separately for each building wall or property line facing a different frontage. The sign area(s) thus calculated shall be permitted to then be applied to permitted signs placed on each separate wall or property line frontage.~~

Current language from § 4.1.J.2.b

6/5/12 added language for bldgs with more than 1 wall w/street frontage.

Business signs with an area of two square feet for each foot of facade width to a maximum of fifty square feet in sign area (where more than one business exists in a building, each maximum sign area is to be proportionate to the business square footage). For buildings with more than one wall facing a street, each side of the building will be computed separately.

6. Animation and changeable messages

10/4/11-Not permitted.
6/5/12 TB to call Chincoteague

Animated signs, except as prohibited in Section F, are permitted in commercial and *industrial* zones only. Changeable signs, manually activated, are permitted for nonresidential uses in all zones. Changeable signs, electrically activated, are permitted in all nonresidential zones.

7. Maintenance, repair and removal

6/5/12 Need to obtain legal opinion re: removal of damaged signs.

Every sign permitted by this ordinance shall be kept in good condition and repair. When any sign becomes insecure, in danger of falling or is otherwise deemed unsafe by the ~~code official zoning administrator~~, or if any sign shall be unlawfully installed, erected or maintained in violation of any of the provisions of this ordinance, the owner thereof or the person or firm using same shall, upon written notice by the ~~code official zoning administrator~~ zoning administrator forthwith in the case of immediate danger, and in any case within not more than 10 days, make such sign conform to the provisions of this ordinance, or shall remove it. If within 10 days the order is not complied with, the ~~code official zoning administrator~~ zoning administrator shall

be permitted to remove or cause such sign to be removed at the expense of the owner and/or the user of the sign.

8. Obsolete sign copy

Add reference to
Historic Guidelines.
10/4/11

Any *sign* copy that no longer advertises or identifies a use conducted on the property on which said *sign* is erected must have the sign copy covered or removed within 30 days after written notification from the ~~code official~~ zoning administrator; and upon failure to comply with such notice, the ~~code official~~ zoning administrator is hereby authorized to cause removal of such sign copy, and any expense incident thereto shall be paid by the owner of the building, structure or ground on which the sign is located.

6/5/12 Add exemption
for historic significance
(i.e., Wilson bldg)

In some instances, the historic significance of the sign will exempt the property from adherence to this ordinance. Such cases will be determined by the zoning administrator.

9. Nonconforming signs

Any sign legally existing at the time of the passage of this ordinance that does not conform in use, location, height or size with the regulations of the zone in which such *sign* is located, shall be considered a legal nonconforming use or structure and shall be permitted to continue in such status until such time as it is either abandoned or removed by its owner, subject to the following limitations:

6/5/12 Need legal
review re: handling of
non-conforming signs.

- a. Structural alterations, enlargement or re-erection are permissible only where such alterations will not increase the degree of nonconformity of the signs.
- b. Any legal nonconforming *sign* shall be removed or rebuilt without increasing the existing height or area if it is damaged, or removed if allowed to deteriorate to the extent that the cost of repair or restoration exceeds 50 percent of the replacement cost of the sign as determined by the ~~code official~~ zoning administrator.
- c. Signs that comply with either Item 1 or 2 above need not be permitted.

E. Exempt Signs

The following signs shall be exempt from the provisions of this chapter. No sign shall be exempt from Section D.4.

1. Official notices authorized by a *court*, public body or public safety official.
2. Directional, warning or information signs authorized by federal, state or municipal governments.
3. Memorial plaques, building identification signs, historical markers and building cornerstones when cut or carved into a masonry surface or when made of noncombustible material and made an integral part of the building or structure.
4. The flag of a government or noncommercial institution, such as a school.
5. Religious symbols and seasonal decorations within the appropriate public holiday season.
6. Works of fine art or historical signs displayed in conjunction with a commercial enterprise where the enterprise does not receive direct commercial gain.
7. Street address signs and combination nameplate and street address signs that contain no advertising copy and which do not exceed 6 square feet (0.56 m²) in area.

Added
9/6/11

Added
6/5/12.

Too big
11/1/11

F. Prohibited Signs

The following devices and locations shall be specifically prohibited:

Need to compare with current. 10/4/11

1. Signs located in such a manner as to obstruct or otherwise interfere with an official traffic sign, signal or device, or obstruct or interfere with a driver's view of approaching, merging or intersecting traffic.
2. Except as provided for elsewhere in this code, signs encroaching upon or overhanging public right-of-way. No *sign* shall be attached to any utility pole (with the exception of the utility pole located at the Post Office on Randolph Avenue), light standard, street tree or any other public facility located within the public right-of-way.
3. Signs which blink, flash or are animated by lighting in any fashion that would cause such signs to have the appearance of traffic safety signs and lights, or municipal vehicle warnings from a distance.
4. Portable signs except as allowed for temporary signs.
5. Any *sign* attached to, or placed on, a vehicle or trailer parked on public or private property, except for signs meeting the following conditions:
 - 5.1. The primary purpose of such a vehicle or trailer is not the display of signs.
 - 5.2. The signs are magnetic, decals or painted upon an integral part of the vehicle or equipment as originally designed by the manufacturer, and do not break the silhouette of the vehicle.
 - 5.3. The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets when applicable, and actively used or available for use in the daily function of the business to which such signs relate.
6. Vehicles and trailers are not used primarily as static displays, advertising a product or service, nor utilized as storage, shelter or distribution points for commercial products or services for the general public.
7. Balloons, streamers or pinwheels except those temporarily displayed as part of a special sale, promotion or community event. For the purposes of this subsection, "temporarily" means no more than 20 days in any calendar year.

Added 11/1/11

Need to define "static" displays.

G. Permits Required

1. Unless specifically exempted, a permit must be obtained from the ~~code official~~ zoning administrator for the erection and maintenance of all signs erected or maintained within this jurisdiction and in accordance with other ordinances of this jurisdiction. Exemptions from the necessity of securing a permit, however, shall not be construed to relieve the owner of the sign involved from responsibility for its erection and maintenance in a safe manner and in a manner in accordance with all the other provisions of this ordinance.
2. Construction documents
Before any permit is granted for the erection of a sign or sign structure requiring such permit, construction documents shall be filed with the ~~code official~~ zoning administrator showing the dimensions, materials and required details of construction, including loads, stresses, anchorage and any other pertinent data. The permit application shall be accompanied by the written consent of the owner or lessee of the premises upon which the sign is to be erected and by engineering calculations signed and sealed by a registered design professional where required by the *International Building Code*.
3. Changes to signs
No sign shall be structurally altered, enlarged or relocated except in conformity to the provisions herein, nor until a proper permit, if required, has been secured.

Need to add reference to pole at the post office 11/1/11.

Need to add reference to pole at the post office 11/1/11.

The changing or maintenance of movable parts or components of an approved sign that is designed for such changes, or the changing of copy, business names, lettering, sign faces, colors, display and/or graphic matter, or the content of any sign shall not be deemed a structural alteration.

4. Permit fees
Permit fees to erect, alter or relocate a sign shall be in accordance with the fee schedule adopted within this jurisdiction.

H. Specific Sign Requirements

1. Identification signs.

Identification signs shall be in accordance with Sections H.1.a through H.1.c.

a. Wall signs

Every single-family residence, multiple-family residential complex, commercial or *industrial* building, and every separate nonresidential building in a residential zone may display wall signs per street frontage subject to the limiting standards set forth in Table 1008.1.1(1). For shopping centers, planned *industrial* parks or other multiple occupancy nonresidential buildings, the building face or wall shall be calculated separately for each separate occupancy, but in no event will the allowed area for any separate occupancy be less than [JURISDICTION TO INSERT NUMBER] square feet.

TABLE H.1.a(1) IDENTIFICATION SIGN STANDARDS—WALL SIGNS

LAND USE	AGGREGATE AREA (square feet)
Single-family residential	2 SQFT
Multiple-family residential	12 SQFT
Nonresidential in a residential zone	Up to 50 SQFT
Commercial and industrial	See Table 1008.1.1(2)

For SI: 1 square foot = 0.0929 m².

b. Free-standing signs

In addition to any allowable wall signs, every single-family residential subdivision, multiple-family residential complex, commercial or *industrial* building, and every separate nonresidential building in a residential zone shall be permitted to display free-standing or combination signs per street frontage subject to the limiting standards set forth in Table H.1.b.

Tom to work on. Table too complicated for our purposes. 01/03/12.

TABLE H.1.b IDENTIFICATION SIGN STANDARDS—FREE-STANDING SIGNS^{a,b,c}

LAND USE	NUMBER OF SIGNS	HEIGHT (feet)	AREA (square feet)	SPACING
Single-family residential	[JURISDICTION TO INSERT]	[JURISDICTION TO INSERT]	[JURISDICTION TO INSERT NUMBER]	1 per subdivision entrance ^a

	NUMBER]	NUMBER]		
Multiple-family residential	[JURISDICTION TO INSERT NUMBER]	[JURISDICTION TO INSERT NUMBER]	[JURISDICTION TO INSERT NUMBER]	1 per driveway ^a
Nonresidential in a residential zone	[JURISDICTION TO INSERT NUMBER]	[JURISDICTION TO INSERT NUMBER]	[JURISDICTION TO INSERT NUMBER]	300 ^a
Commercial and industrial	[JURISDICTION TO INSERT NUMBER]	See Figures 1008.1.2 (1), (2) and (3)	See Figures 1008.1.2 (1), (2) and (3)	150 ^b

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m², 1 acre = 4047 m².

a. For subdivision or apartment identification signs placed on a decorative entry wall approved by the ~~code official~~ zoning administrator, two identification signs shall be permitted to be placed at each entrance to the subdivision or apartment complex, one on each side of the *driveway* or entry drive.

b. For shopping centers or planned *industrial* parks, two monument-style free-standing signs not exceeding 50 percent each of the permitted height and area, and spaced not closer than 100 feet to any other free-standing identification sign, shall be permitted to be allowed in lieu of any free-standing sign otherwise permitted in Table H.1.b.

c. For any commercial or *industrial* development complex exceeding 1,000,000 square feet of gross leasable area, or 40 acres in size, such as regional shopping centers, auto malls or planned *industrial* parks, one free-standing sign per street front shall be permitted to be increased in sign area by up to 50 percent.

c. Directional signs

No more than two directional signs shall be permitted per street entrance to any lot. There shall be no limit to the number of directional signs providing directional information interior to a lot. In residential zones, the maximum area for directional signs shall be [JURISDICTION TO INSERT NUMBER] square feet. For all other zones, the maximum area for any directional sign visible from adjacent property or rights-of-way shall be [JURISDICTION TO INSERT NUMBER] square feet. Not more than 25 percent of the area of any directional sign shall be permitted to be devoted to business identification or logo, which area shall not be assessed as identification sign area.

2. Temporary signs

Temporary signs shall be in accordance with Sections H.2.a through H.2.f.

a. Real estate signs

Real estate signs shall be permitted in all zoning districts, subject to the following limitations:

4 SQFT - Includes Open House Signs
Add AUCTION Signs – size up to 48 SQFT. Can be displayed up to 30 days.

- (1) Real estate signs located on a single residential lot shall be limited to one sign, not greater than 4 square feet in area.
- (2) Real estate signs advertising the sale of lots located within a subdivision shall be limited to one sign per entrance to the subdivision, and each *sign* shall be no greater than 32 square feet in area nor 6 feet in height. All signs permitted under this section shall be removed within ~~10~~ 7 days after sale of the last original lot.

5/1/12 – sizes added in #2 & 3. # days changed in #2.

5/1/12 – sizes added in #4 & # of days changed in #5.

- (3) Real estate signs advertising the sale or lease of space within commercial or *industrial* buildings shall be no greater than 12 square feet in area nor 8 feet in height, and shall be limited to one sign per street front.
- (4) Real estate signs advertising the sale or lease of vacant commercial or *industrial* land shall be limited to one sign per street front, and each sign shall be no greater than 8 feet in height, and 20 square feet for property of 10 acres (~~40-470~~ m^2) or less, or ~~100~~ 32 square feet (~~9.3~~ m^2) for property exceeding 10 acres (~~40-470~~ m^2).
- (5) Real estate signs shall be removed not later than ~~10~~ 7 days after execution of a lease agreement in the event of a lease, or the closing of the sale in the event of a purchase.

b. Development and construction signs

Signs temporarily erected during construction to inform the public of the developer, contractors, architects, engineers, the nature of the project or anticipated completion dates, shall be permitted in all zoning districts, subject to the following limitations:

5/1/12 – sizes added in #1-4 & # of days changed in #5.
 6/5/12 – need to check #s in (1) with May notes.

- (1) Such signs on a single residential lot shall be limited to one sign, not greater than 6 feet in height and 32 square feet in area.
- (2) Such signs for a residential subdivision or multiple residential lots shall be limited to one sign, at each entrance to the subdivision or on one of the lots to be built upon, and shall be no greater than 6 feet in height and 32 square feet in area.
- (3) Such signs for nonresidential uses in residential districts shall be limited to one sign, and shall be no greater than 6 feet in height and 4 square feet in area.
- (4) Such signs for commercial or *industrial* projects shall be limited to one sign per street front, not to exceed 6 feet in height and 12 square feet for projects on parcels 5 acres (~~20-235~~ m^2) or less in size, and not to exceed 6 feet in height and 32 square feet for projects on parcels larger than 5 acres (~~20-235~~ m^2).
- (5) Development and construction signs may not be displayed until after the issuance of construction permits by the building official, and must be removed not later than ~~24 hours~~ 7 days following issuance of an occupancy permit for any or all portions of the project.

c. Special promotion, event and grand opening signs

Signs temporarily displayed to advertise special promotions, events and grand openings shall be permitted for nonresidential uses in a residential district, and for all commercial and *industrial* districts subject to the following limitations:

- (1) Such signs shall be limited to one sign per street front.
- (2) Such signs may be displayed for not more than 30 consecutive days in any 3-month period, and not more than 60 days in any calendar year. The signs shall be erected no more than 5 days prior to the event or grand opening, and shall be removed not more than 1 day after the event or grand opening.

- (3) The total area of all such signs shall not exceed [JURISDICTION TO INSERT NUMBER] square feet in any single-family residential district, [JURISDICTION TO INSERT NUMBER] square feet in any multiple-family residential district and [JURISDICTION TO INSERT NUMBER] square feet in any commercial or *industrial* district.

d. Special event signs in public ways

Need to defer to VDOT since we don't own the streets & ROWs.

6/5/12 added VDOT. Need to submit LUP-A for VDOT approval.

Signs advertising a special community event shall not be prohibited in or over public rights-of-way, subject to approval by the ~~code official~~ zoning administrator and the Virginia Department of Transportation as to the size, location and method of erection. The ~~code official~~ zoning administrator may not approve any special event signage that would impair the safety and convenience of use of public rights-of-way, or obstruct traffic visibility.

e. Portable signs

Currently not allowed. TB asked the Commissioners to think about. Possibly could use to eliminate the number of event signs. 4/3/2012

Portable signs shall be permitted only in the C, CR and FI districts, as designated in this code, subject to the following limitations:

- (1) No more than one such sign may be displayed on any property, and shall not exceed a height of [JURISDICTION TO INSERT NUMBER] feet nor an area of [JURISDICTION TO INSERT NUMBER] square feet.
- (2) Such signs shall be displayed not more than 20 days in any calendar year.
- (3) Any electrical portable signs shall comply with NFPA 70, as adopted in this jurisdiction.
- (4) No portable sign shall be displayed prior to obtaining a sign permit.

f. Political signs

Political signs shall be permitted in all zoning districts, subject to the following limitations:

4/3/2012 changes made

- (1) Such signs shall not exceed an area of 4 square feet.
- (2) Such signs for election candidates or ballot propositions shall be displayed only for a period of 60 45 days preceding the election and shall be removed within 10 7 days after the election, ~~provided that signs promoting successful candidates or ballot propositions in a primary election may remain displayed until not more than 10 days after the general election.~~
- (3) Such signs shall not be placed in any public right-of-way or obstruct traffic visibility.

3. Requirements for specific sign types

Signs of specific type shall be in accordance with Sections H.3.a through H.3.g.

a. Canopy and marquee signs

- (1) The permanently-affixed copy area of *canopy* or marquee signs shall not exceed an area equal to 25 percent of the face area of the *canopy*, marquee or architectural projection upon which such sign is affixed or applied.

- (2) Graphic striping, patterns or color bands on the face of a building, *canopy*, marquee or architectural projection shall not be included in the computation of sign copy area.

b. Awning signs

- (1) The copy area of awning signs shall not exceed an area equal to 25 percent of the background area of the awning or awning surface to which such a sign is affixed or applied, or the permitted area for wall or fascia signs, whichever is less.
- (2) Neither the background color of an awning, nor any graphic treatment or embellishment thereto such as striping, patterns or valances, shall be included in the computation of sign copy area.

c. Projecting signs

- (1) Projecting signs shall be permitted in lieu of free-standing signage on any street frontage limited to one sign per occupancy along any street frontage with public entrance to such an occupancy, and shall be limited in height and area to [JURISDICTION TO INSERT NUMBER] square feet per each [JURISDICTION TO INSERT NUMBER] lineal feet of building frontage, except that no such sign shall exceed an area of [JURISDICTION TO INSERT NUMBER] square feet.
- (2) No such *sign* shall extend vertically above the highest point of the building facade upon which it is mounted by more than [JURISDICTION TO INSERT NUMBER] percent of the height of the building facade.
- (3) Such signs shall not extend over a public sidewalk in excess of [JURISDICTION TO INSERT NUMBER] percent of the width of the sidewalk.
- (4) Such signs shall maintain a clear vertical distance above any public sidewalk a minimum of [JURISDICTION TO INSERT NUMBER] feet.

d. Under *canopy* signs

- (1) Under *canopy* signs shall be limited to no more than one such sign per public entrance to any occupancy, and shall be limited to an area not to exceed [JURISDICTION TO INSERT NUMBER] square feet.
- (2) Such signs shall maintain a clear vertical distance above any sidewalk or pedestrian way a minimum of [JURISDICTION TO INSERT NUMBER] feet.

e. Roof signs

- (1) Roof signs shall be permitted in commercial and *industrial* districts only.
- (2) Such signs shall be limited to a height above the roofline of the elevation parallel to the sign face of no more than [JURISDICTION

TO INSERT NUMBER] percent of the height of the roofline in commercial districts, and [JURISDICTION TO INSERT NUMBER] percent of the height of the roofline in *industrial* districts.

(3) The sign area for roof signs shall be assessed against the aggregate permitted area for wall signs on the elevation of the building most closely parallel to the face of the sign.

f. Window signs.

Window signs shall be permitted for any nonresidential use in a residential district, and for all commercial and *industrial* districts, subject to the following limitations:

(1) The aggregate area of all such signs shall not exceed 25 percent of the window area on which such signs are displayed. Window panels separated by muntins or mullions shall be considered as one continuous window area.

(2) Window signs shall not be assessed against the sign area permitted for other sign types.

g. Menu boards

Menu board signs shall not be permitted to exceed 50 square feet (4.6 m²).

I. Signs for Development Complexes

1. Master sign plan required

All landlord or single-owner controlled multiple-occupancy development complexes on parcels exceeding 8 acres (32 376 m²) in size, such as shopping centers or planned *industrial* parks, shall submit to the ~~code official~~ zoning administrator a master sign plan prior to issuance of new sign permits. The master sign plan shall establish standards and criteria for all signs in the complex that require permits, and shall address, at a minimum, the following:

- a. Proposed sign locations.
- b. Materials.
- c. Type of illumination.
- d. Design of free-standing sign structures.
- e. Size.
- f. Quantity.
- g. Uniform standards for nonbusiness signage, including directional and informational signs.

2. Development complex sign

In addition to the free-standing business identification signs otherwise allowed by this ordinance, every multiple-occupancy development complex shall be entitled to one free-standing sign per street front, at the maximum size permitted for business identification free-standing signs, to identify the development complex. No business identification shall be permitted on a development complex sign. Any free-standing sign otherwise permitted under this ordinance may identify the name of the development complex.

3. Compliance with master sign plan

All applications for sign permits for signage within a multiple-occupancy development complex shall comply with the master sign plan.

4. Amendments

Any amendments to a master sign plan must be signed and approved by the owner(s) within the development complex before such amendment will become effective.

Planning Commission Staff Report

From: Tom Bonadeo
Date: November 6, 2012
Item: 6A – Conditional Use Permit – South Port Investors LLC
Attachments: Application package

Item Specifics

The Zoning Administrator has received a Conditional Use Permit Application from South Port Investors LLC. The application is for uses on two pieces of property owned by the Town and leased to South Port Investors LLC. The properties are 83A3-A-12 (parcel 12) and 83A3-A-17 (parcel 17). These two properties are zoned Harbor District.

The requested uses are for:

1. Boat and Marine Engine Repair
2. Boatels
3. Dwelling Unit
4. 6' Chain Link Security fence

The process for issuing Conditional Use Permits is found in Section 4.3 of the Zoning Ordinance. These are certain uses that are listed in the ordinance for which the Town Council, upon recommendation by the Planning Commission, shall find that the use will not:

1. Adversely affect the health, safety, or welfare of the persons residing or working in the neighborhood of the proposed use or adversely affect other land uses within the particular surrounding neighborhood.
2. Be detrimental to the public welfare or injurious to property or improvement in the neighborhood.
3. Be in conflict with the purpose of the comprehensive plan of the town.

The Town Council shall designate such conditions as it determines necessary to carry out the intent of this ordinance. The Planning Commission may recommend conditions as it sees fit.

Discussion

The zoning administrator has worked with the applicant in preparation of the application and finds that the application meets the requirements of the ordinance.

The Statement of Intent for the Harbor District is the first review for the conditional use permit application. Words such as, working maritime heritage, new industry, employment uses, access to the water and vibrant working waterfront are important recognizing that these uses are in accord with the zoning ordinance. They are listed uses in the Harbor District.

Boat and Marine Engine Repair

The impact of marine engine repair on the neighborhood will be minimal if any. There are no residential uses on contiguous properties. The Harbor Development Group has a conditional use for residential over commercial on a neighboring property and they also have a CUP for marine engine repair and boatel. These uses are compatible with the working harbor nature of the area.

Article IV requires a CUP for non-residential fences that are required by commercial uses. The letter of application explains that the fence is required to protect both the marine operator and public from equipment and boats that could be dangerous without it. The applicant has proposed a walkway along the "front" of the property as required by the ordinance. Water-dependent facilities are exempt from the 30' waterfront setback requirement.

The Comprehensive Plan, on page 31, specifically mentions the approval for development of the Cape Charles Yacht Center, Harbor Development Group, Cape Harbor and the Town Marina with references to the Cape Charles Harbor Area Conceptual Master Plan and Design Guidelines.

Parcels 12 and 17 are currently undeveloped. Parcel 12 was occupied by a building known as "Edgerton's Dock" or the "fish house". This building was torn down to make way for Cape Charles Yacht Center. Parcel 17 was the former site of the wastewater treatment plant for the Town of Cape Charles. This site has been reclaimed and will be used by South Port Investors (Cape Charles Yacht Center) to provide large boat maintenance and storage. It is currently behind chain link fence.

South Port has recently requested a modification to their Corp of Engineers Permit and the Cape Charles Wetlands Board will review the wetlands mitigation portion of that permit on Friday, November 2.

South Port owns 80 acres contiguous to the south of parcel 17 and the Town of Cape Charles owns the contiguous property to the west of parcel 17 and Sinclair Telecable owns the property to the east. The railroad owns the contiguous property to the north of parcel 17. The United States Coast Guard owns the property to the north of parcel 12 with the Town and railroad owning contiguous parcels to the east, south and west. Adjacent property owners are listed in the application package.

As shown in the application, Phase I of this development is a \$5,000,000 investment with additional phases to follow.

Recommendation

Review the application, conditional uses, three required points and schedule a public hearing for the December Planning Commission meeting.

Municipal Corporation of Cape Charles, Virginia
Application for Conditional Use Permit

Date: 10/17/12
*(Attach Plans)

Permit Number: _____
Fee: \$650.00 *[Signature]*

Applicant: South Port Investors, LLC Signature: _____
Address: P.O. Box 395, Eastville, VA. 23347 Contact: Eyre Baldwin
Telephone: (757) 678-5880 Cell Phone: (757) 636-2885

Owner(s): Town of Cape Charles
Address: 2 Plum Street City: Cape Charles State: VA Zip: 23310

Contractor: To Be Determined
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Cell Phone: _____
Town License: _____ State License: _____

Location of Improvement: East End of Cape Charles Harbor at Bayshore Road and Marina Road
Lot No.: 12 and 17 Block No.: _____ Lot Size: _____ Lot Area: 0.998 Ac (12) and 11.478 Ac (17)
Type of Improvement: Water Front
Proposed Use: Boat & Marine Engine Repair, Boatel, Equipment Storage, Dwelling, 6' chain link security fence
Estimated Construction Costs: \$5,000,000.00 (Phase I)

Conditional Use Permit Checklist
(Applicant must attach items 1-7)

1. completed application
2. payment of fees (\$300.00 + \$25.00 per acre)
3. letter of application stating in general terms: (a) the proposed use of the property, (b) the effect of the changes on the surrounding area, and (c) the reason for the request
4. concept plan (see attached information for recommended contents)
5. plot plan of property
6. disclosure statement signed and notarized verifying ownership
7. names and addresses of adjacent property owners
8. _____ Zoning Administrator's review of documentation

CERTIFICATION OF APPLICANT

I hereby certify that I have the authority to make the foregoing application, that the information given is true and correct, and that the construction or improvements will conform to the regulations in the Virginia Statewide Building Code, all pertinent Town Ordinances, including fire, sewer, and water ordinances, and private building restrictions, if any, which may be imposed on the property by deed. Furthermore, I certify that the changes to the improvement before or during construction will be provided to the Zoning Administrator and Building Official before such changes are constructed.

Signature of Owner/Agent: _____
[Signature]

CRB 111-3

TOWN OF CAPE CHARLES
Administration Department
CAPE CHARLES, VA 23310-3241
(757) 331-3259

CASH RECEIPT

Date Nov 1, 2012 006207

Received From South Port Investors, LLC

Address _____

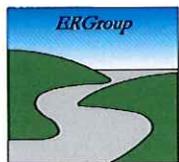
Dollars \$ 650.00

For Permit for parcel #12 + #17

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	<u>650.00</u>
BALANCE DUE		MONEY ORDER <input type="checkbox"/>	
		CREDIT CARD <input type="checkbox"/>	

Ck. # 1953

By C. Williams



Engineering Resources Group, LLC

Cleveland Park Business Center
5741 Cleveland Street, Suite 120
Virginia Beach, VA 23462
Ph: (757) 961-6215 Fx: (757) 961-7244

October 17, 2012

Mr. Tom Bonadeo, Town Planner
Town of Cape Charles Planning Department
2 Plum Street
Cape Charles, VA 23310

**RE: Conditional Use Permit
Cape Charles Yacht Center - Phase I
Parcels 12 and 17
Cape Charles, Virginia
ERG Project No. 2111203.A**

The following items are attached for your review and approval:

Item	Copies	Description
1	1	Application for Conditional Use Permit
2	1	\$625 Application Fee Check
3	1	Adjacent Property Owner Information
4	5	Conceptual Plan
5	5	Conceptual Plan Reduced Size
6	5	Existing Boundary
7	5	Existing Boundary Reduced Size

The Cape Charles Yacht Center is located on the east end of the Cape Charles Harbor at the intersection of Bayshore Road and Marina Road. The Yacht Center is located within the Harbor District and consists of Parcels 12, 17, 19, and 20.

This project is to be developed in accordance with Zoning Ordinance Section 3.9.C.1 in which the marine related boat and engine repair and boatel use is permitted subject to securing a Conditional Use Permit.

The proposed use will compliment, not compete, with the surrounding properties.

The purpose of this project is for the construction of a waterfront boat and marine engine repair yard, boatel, 1,200 sq ft equipment storage building with second floor dwelling, and adequate utilities to service Parcel 12. This also includes dredging, docks, bulkheads, and operation areas for both a 75 ton travel lift and a boat fork lift operation. An advanced water recycling system will be used at the wash rack that has a zero discharge closed loop system that is encouraged by the EPA and reduces the water and sewer service needs of the development. The operations will extend on to Parcel 17 with provisions for boat repair, marine engine repair, boatel, equipment storage and dwelling. Gasoline and diesel storage tanks

will also be located on Parcel 17. The existing former Town of Cape Charles Wastewater Treatment Plant building and asphalt drive are to remain. The building will be used for equipment storage and office space. The utilities serving Parcel 17 will be evaluated at the time of development plan design.

The future use of Parcels 19 and 20 is unknown at this time and will be addressed with a future phase of development.

The area of Parcel 12 is 0.998 acres and the area of Parcel 17 is 11.478 acres, including 2.58 acres of wetlands, for a total of 12.48 acres.

The existing entrance off of Bayshore Road onto Parcel 19 will be improved as a shared VDOT standard commercial entrance serving both Parcels 12 and 19. An ingress/egress easement will be provided on Parcel 19 for the benefit of Parcel 12. The railroad crossing will also be improved. All necessary approvals and easements will be obtained from the railroad. A new VDOT standard commercial entrance is proposed off of Bayshore Road onto Parcel 17 across from the improved shared entrance serving Parcels 12 and 19. The geometrics and pavement design of both proposed entrances, as well as, the subject portion of Bayshore Road will be designed to handle the marine operations vehicles and equipment loads. The existing entrance serving Parcel 17 will be closed upon completion of the Town of Cape Charles Waste Water Treatment Plant demolition or the construction of the new entrance. The existing entrance on Parcel 20 is to remain as a shared entrance serving the future development of both Parcels 20 and 11-001 (by others).

Based upon ITE Code 420, 11 slips will produce 33 daily and 2 PM Peak trips for Parcels 12 and 17 (single operator). Neither proposed entrance warrants left or right turn lanes at this time.

As part of the Harbor District, a 10' asphalt pedestrian harbor walk will be provided on the eastern edge of the property from the Coast Guard property on Marina Road to north of the shared entrance into the site on Bayshore Road. This allows for pedestrian access to the harbor and future development. Due to physical and property limitations, the connection of the 10' walk to the Coast Guard entrance will be 8' wide. A 42" split rail wooden fence, as well as bushes and shrubs, will be placed between the pedestrian walkway and the railroad tracks for public safety. No trees will be planted along Bayshore Road to ensure that the view of the harbor is not blocked from public roadways.

Landscape buffers will be used along the northern portion of the site along Marina Road. Additionally, care will be taken to ensure that the proposed building locations do not infringe on any potential harbor views from public roadways.

A 72" black coated chain link security fence will tie into the Coast Guard chain link fence on Marina Road and run down the north side of Bayshore Road and turn west to the harbor to secure Parcel 12. A gate will be placed just north of the end of the pedestrian harbor walk. Parcel 17 is currently secured by a chain link fence which is to remain. In accordance with Zoning Ordinance Section 4.2.G.3 a Conditional Use Permit is required for the proposed non-conforming fence. As the proposed use will be operating in an open work environment, as opposed to closed buildings, the use of the 72" high chain link fence will help protect the expensive investments of both the operator and the customers on site. Additionally, the chain link fence is to secure the work area as large equipment will be maneuvering around the site and keep pedestrian traffic outside of the work area while still maintaining the views of the Harbor.

Mr. Tom Bonadeo
Conditional Use Permit
Cape Charles Yacht Center - Phase I
October 17, 2012
Page 3

Stormwater management facilities, including bio-retention planting beds and water quality swales, will be incorporated into the design to ensure that all state and local water quantity and quality requirements are met or exceeded. Additionally, the proposed water quality swales will capture the untreated stormwater runoff within the State maintained right of way adjacent to the proposed development and convey the runoff to the nearest adequate outfall.

This plan will also be submitted for review and approval by the Harbor District Review Board.

Please feel free to contact me at (757) 961-6215 or dmaclennan@ergroup.net if you have any questions or need additional information.

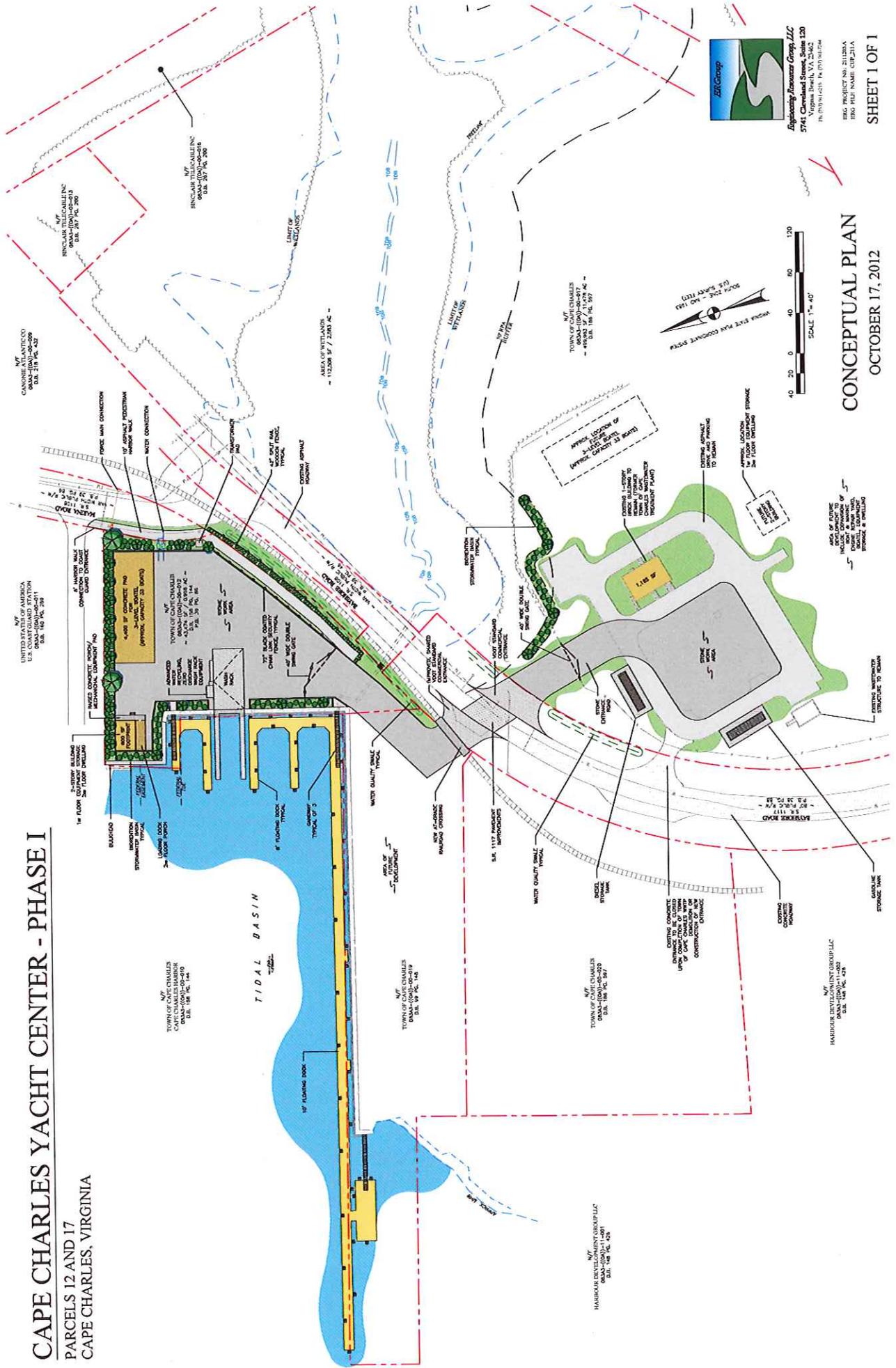
Sincerely,



Donald W. MacLennan, P.E.
President
Engineering Resources Group, LLC

CAPE CHARLES YACHT CENTER - PHASE I

PARCELS 12 AND 17
CAPE CHARLES, VIRGINIA



EFC Group
Engineering & Construction Group, LLC
5744 Chesapeake Street, Suite 120
Virginia Beach, VA 23462
PH: (757) 481-1515 FAX: (757) 481-1514

BBG PROJECT NO. 211200A
BIG FILE NAME: C12-11A
SHEET 1 OF 1

OCTOBER 17, 2012
CONCEPTUAL PLAN

HARBOR DEVELOPMENT GROUP, LLC
PARCELS 12 AND 17
D.S. 108 P.C. 427

HARBOR DEVELOPMENT GROUP, LLC
PARCELS 12 AND 17
D.S. 108 P.C. 427

TOWN OF CAPE CHARLES
D.S. 108 P.C. 397

TOWN OF CAPE CHARLES
D.S. 108 P.C. 148

TOWN OF CAPE CHARLES
D.S. 108 P.C. 144

UNITED STATES OF AMERICA
U.S. GOVERNMENT PRINTING OFFICE
D.S. 108 P.C. 789

CONCRETE ATLANTICO
D.S. 108 P.C. 423

REINCLAR TELECOM INC.
D.S. 108 P.C. 290

REINCLAR TELECOM INC.
D.S. 108 P.C. 290

AREA OF WETLANDS
= 112,008 SF / 2,583 AC =

TOWN OF CAPE CHARLES
D.S. 108 P.C. 427

SCALE 1" = 40'

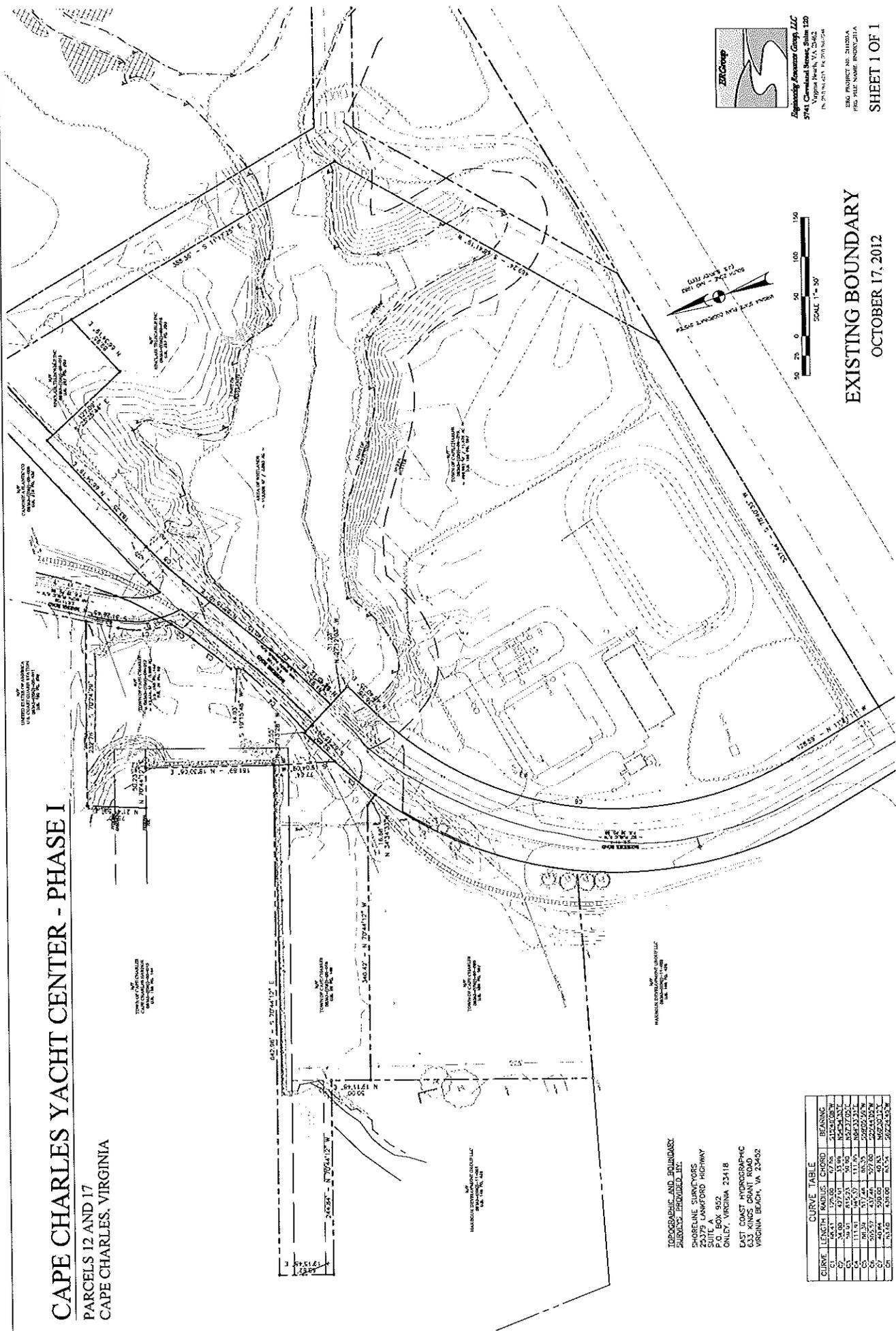


AREA OF FLOODING
INCLUDES DOWNSTREAM OF
DRAINAGE FROM THIS
STORAGE & CHILLING
STORAGE TO TOWN

EXISTING WETLANDS
DISCONTINUED TO TOWN

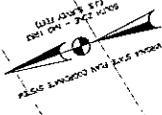
CAPE CHARLES YACHT CENTER - PHASE I

PARCELS 12 AND 17
CAPE CHARLES, VIRGINIA



Topographic Engineers Group, LLC
3741 Chesapeake Avenue, Suite 100
Virginia Beach, VA 23462
(757) 435-1234 FAX (757) 435-1234

3810 PROJECT NO. 210201A
FILE NAME: P10017A1
SHEET 1 OF 1



EXISTING BOUNDARY
OCTOBER 17, 2012

TOPOGRAPHIC AND BOUNDARY SURVEYS PROVIDED BY:
SHORELINE SURVEYORS
22379 LANFORD HIGHWAY
SUITE BOX 902
ONLEY, VIRGINIA 23118
EAST COAST HYDROGRAPHIC
633 KINGS GRANT ROAD
VIRGINIA BEACH, VA 23462

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	175.00	27.75	51.042087W	
C2	25.00	25.00	18.272021E	
C3	111.91	111.91	18.823332E	
C4	261.29	117.44	25.022329W	
C5	40.94	204.00	40.81	18.622013E
C6	103.10	515.00	63.55	16.222453W



*Municipal Corp. of
Cape Charles*

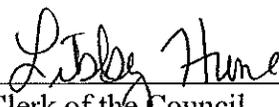
The undersigned Clerk of the Council of the Town of Cape Charles, Virginia (the "Town"), hereby certifies that:

1. A meeting of the Council of the Town (the "Council") was duly called and held on April 14, 2011 (the "Meeting").
2. Attached hereto is a true, correct and complete copy of Ordinance 20110414 (the "Ordinance") of the Town entitled as recorded in full in the minutes of the Meeting, duly adopted by a majority of the members of the Council present and voting during the Meeting.
3. A summary of the members of the Council present or absent at the Meeting and the recorded vote with respect to the foregoing Ordinance as set forth below:

<u>Member Name</u>	<u>Present</u>	<u>Absent</u>	<u>Voting</u>		
			<u>Yes</u>	<u>No</u>	<u>Abstaining</u>
Dora Sullivan, Mayor	X	_____	_____	_____	_____
Chris Bannon	X	_____	X	_____	_____
Steve Bennett	X	_____	X	_____	_____
Bruce Evans	X	_____	X	_____	_____
Joan Natali	X	_____	X	_____	_____
Mike Sullivan	_____	X	_____	_____	_____
Larry Veber	X	_____	X	_____	_____

4. The Ordinance has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

Witness my signature and the seal of the Town of Cape Charles, Virginia this 14th day of April 2011.



Clerk of the Council
Town of Cape Charles, Virginia

(Seal)

ORDINANCE 20110414

ORDINANCE APPROVING (I) THE FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN MUNICIPAL CORPORATION OF CAPE CHARLES AND SOUTH PORT INVESTORS, L.L.C., INCLUDING CERTAIN ACQUISITION RIGHTS GRANTED THEREUNDER, AND (II) THE FOURTH AMENDMENT TO LEASE AGREEMENT BETWEEN MUNICIPAL CORPORATION OF CAPE CHARLES AND SOUTH PORT INVESTORS, L.L.C., INCLUDING CERTAIN ACQUISITION RIGHTS GRANTED THEREUNDER

WHEREAS, the Town of Cape Charles, Virginia, in the capacity of Landlord (the "Town"), entered into that certain Lease Agreement dated December 14, 2007 (the "Parcel 12 Lease") with South Port Investors, L.L.C., as Tenant ("South Port"), pursuant to which South Port currently leases from the Town certain property known as Tax Parcel 83A3-12; and

WHEREAS, the Town has also entered into that certain Lease Agreement dated February 27, 1996 between the Town and the Joint Industrial Development Authority of Northampton County (as original Lessee), as amended and assigned by that certain Second Amendment to Lease dated December 14, 2007¹, as amended by that certain Third Amendment to Lease dated January 9, 2008 (collectively, the "Parcel 14 Lease"), pursuant to which South Port currently leases from the Town certain property known as Tax Parcel 83A3-14, Tax Parcel 83A3-17, Tax Parcel 83A3-19, and Tax Parcel 83A3-20; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town to amend both the Parcel 12 Lease and the Parcel 14 Lease, and to grant South Port acquisition rights with respect to Tax Parcel 83A3-12 and Tax Parcel 83A3-17, all as more fully set forth in the First Amendment to the Parcel 12 Lease, a copy of which is attached hereto as Exhibit A, and in the Fourth Amendment to the Parcel 14 Lease, a copy of which is attached hereto as Exhibit B.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF CAPE CHARLES, VIRGINIA:

1. **Approval of First Amendment to Parcel 12 Lease.** The Council hereby approves and authorizes the Town to execute the First Amendment to the Parcel 12 Lease. The Mayor and the Town Manager, either of whom may act, are authorized to execute the First Amendment to the Parcel 12 Lease.

2. **Approval of Fourth Amendment to Parcel 14 Lease.** The Council hereby approves and authorizes the Town to execute the Fourth Amendment to the Parcel 14 Lease. The Mayor and the Town Manager, either of whom may act, are authorized to execute the Fourth Amendment to the Parcel 14 Lease.

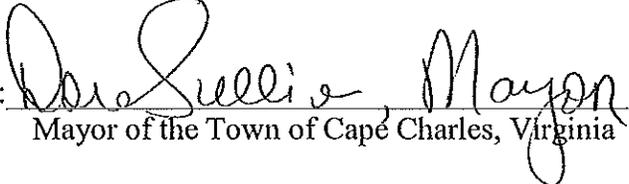
¹ The First Amendment to the Parcel 14 Lease dated April 10, 2001 was terminated by the Second Amendment to the Parcel 14 Lease dated December 14, 2007.

3. **Headings.** Any headings in this Ordinance are solely for convenience of reference and shall not constitute a part of the Ordinance nor shall they affect its meaning, construction, or effect.

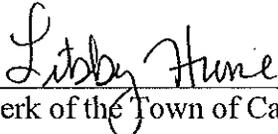
4. **Effective Date.** This Ordinance shall be effective from the date of its adoption.

THIS ORDINANCE REQUIRES AN AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL MEMBERS ELECTED TO COUNCIL.

Adopted: April 14, 2011.

By: 
Mayor of the Town of Cape Charles, Virginia

ATTEST:


Clerk of the Town of Cape Charles, Virginia

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made as of this 14th day of April, 2011, between the MUNICIPAL CORPORATION OF CAPE CHARLES, a political subdivision of the Commonwealth of Virginia ("Landlord"), and SOUTH PORT INVESTORS, L.L.C., a Virginia limited liability company ("Tenant"), as follows:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated December 14, 2007 (the "Lease") pursuant to which Tenant leased from Landlord Tax Parcel 83-A3-12 and a portion of Tax Parcel 83-A3-10 as described and defined therein as the "Property"; and

WHEREAS, the Tax Parcels referred to above have now been consolidated into Tax Parcel 83-A3-12; and

WHEREAS, Tenant acquired title to the STIP Park on or about February 27, 2008; and

WHEREAS, a copy of the Lease is attached hereto as Exhibit B; and

WHEREAS, the parties desire to modify the Lease as set forth below.

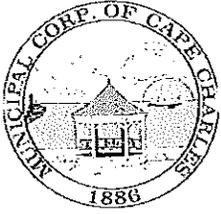
NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and in the Lease, and other good and valuable consideration, Landlord and Tenant acknowledge and agree as follows:

1. The foregoing recitals are incorporated as if fully set forth herein.
2. Paragraph 2 of the Lease is deleted and replaced with the following:
 2. Term. The term of this Lease commenced on February 27, 2008 (the "Commencement Date") and shall terminate at midnight on February 26, 2048, unless sooner terminated as provided in this Lease.
3. Paragraph 4 of the Lease is deleted and replaced with the following:
 4. Use of Property. Subject to the limitations set forth below, the Property shall be used to provide (i) short term pier facilities for boat repairs and as a holding area for boats awaiting lift and repair on Parcels 83A3-19 and 83A3-20, (ii) upland rigging and ship store facilities providing marina hardware and supplies, (iii) cafe/market facility providing casual meals for breakfast, lunch and dinner, and prepackaged food and galley supplies for transient boaters and the general public, (iv) administrative offices for marine specific services such as boat brokers, marine insurance, yacht designers, and similar businesses, and (v) temporary housing for boat owners and crew needing space while boat repairs are undertaken. The Property shall be used for no other purpose

without Landlord's prior written consent which shall not be unreasonably withheld. In addition, no portion of the Property may be used for the operation of a commercial marina in competition with the marina facilities owned or operated by Landlord within a radius of five (5) miles from the Property. For purposes of this Lease, the term "commercial marina" shall mean a combination of docks, boat slips, moorings, boat ramps, piers or other marine docking facilities located in a harbor or boat basin that are available to the general public at daily, monthly or other periodic fixed rental rates to house pleasure craft and/or commercial vessels and/or to provide supplies such as fuel but such term shall not include docking facilities provided by a business enterprise only to vessel owners at no charge or in connection with repair, appraisal, insurance, fuel or water removal, fuel replacement or other similar services then being provided to them. Tenant's use of the Property shall be subject to all standard zoning and permitting requirements and other laws, ordinances and regulations as set forth in Paragraphs 7.1 through 7.6 of the Lease.

Services such as temporary lodging, bathrooms, showers, laundry facilities, food, galley supplies and fuel replacement will be provided on the Property. These services will be promoted and advertised as support services available to owners, representatives and crew of pleasure craft or commercial vessels undergoing work or requiring service at Tenant's boatyard facility. Tenant will not promote or advertise these services separately from Tenant's vessel repair services.

4. Paragraph 10.1 of the Lease is modified to replace "\$1,000,000.00" with "\$5,000,000.00" in both places where it appears. Paragraph 10.1 is further modified to require that Tenant also maintain, or, if Tenant will not be conducting operations on the Property, will cause its subtenants or licensees operating on the Property to maintain, such insurance coverage as is customary in the industry for the business operations being conducted or to be conducted by them on the Property. Such insurance may include, without limitation, the following as applicable: (a) automobile liability coverage, (b) excess liability coverage, for both general liability and automobile liability, (c) workers' compensation insurance as required by law, including Virginia statutory workers' compensation coverage and United Longshoreman's and harbor workers' coverage, (d) Jones Act coverage, (e) marina operators' legal liability and/or ship repairer's legal liability, as applicable, together with marine general liability coverage (including without limitation premises liability), (f) boat keeper's liability coverage, (g) pollution liability insurance and (h) commercial property insurance covering all improvements, fixtures and other property. Landlord and Tenant, as the case may be, shall be named as additional insureds on all liability policies. All policies of insurance maintained by Tenant and its subtenants and licensees shall be issued by companies licensed to issue such insurance in Virginia, and each insurer shall have an A.M. Best financial rating of A- or better (or equivalent rating if A.M. Best ceases to publish ratings). Insurance coverage for Tenant and/or each subtenant and licensee, as the case may be, shall be in place and approved by Landlord prior to



*Municipal Corp. of
Cape Charles*

The undersigned Clerk of the Council of the Town of Cape Charles, Virginia (the "Town"), hereby certifies that:

1. A meeting of the Council of the Town (the "Council") was duly called and held on April 14, 2011 (the "Meeting").
2. Attached hereto is a true, correct and complete copy of Ordinance 20110414 (the "Ordinance") of the Town entitled as recorded in full in the minutes of the Meeting, duly adopted by a majority of the members of the Council present and voting during the Meeting.
3. A summary of the members of the Council present or absent at the Meeting and the recorded vote with respect to the foregoing Ordinance as set forth below:

Member Name	Present	Absent	Voting		
			Yes	No	Abstaining
Dora Sullivan, Mayor	X				
Chris Bannon	X		X		
Steve Bennett	X		X		
Bruce Evans	X		X		
Joan Natali	X		X		
Mike Sullivan		X			
Larry Veber	X		X		

4. The Ordinance has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

Witness my signature and the seal of the Town of Cape Charles, Virginia this 14th day of April 2011.

Lobby Anne
 Clerk of the Council
 Town of Cape Charles, Virginia

(Seal)

ORDINANCE 20110414

ORDINANCE APPROVING (I) THE FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN MUNICIPAL CORPORATION OF CAPE CHARLES AND SOUTH PORT INVESTORS, L.L.C., INCLUDING CERTAIN ACQUISITION RIGHTS GRANTED THEREUNDER, AND (II) THE FOURTH AMENDMENT TO LEASE AGREEMENT BETWEEN MUNICIPAL CORPORATION OF CAPE CHARLES AND SOUTH PORT INVESTORS, L.L.C., INCLUDING CERTAIN ACQUISITION RIGHTS GRANTED THEREUNDER

WHEREAS, the Town of Cape Charles, Virginia, in the capacity of Landlord (the "Town"), entered into that certain Lease Agreement dated December 14, 2007 (the "Parcel 12 Lease") with South Port Investors, L.L.C., as Tenant ("South Port"), pursuant to which South Port currently leases from the Town certain property known as Tax Parcel 83A3-12; and

WHEREAS, the Town has also entered into that certain Lease Agreement dated February 27, 1996 between the Town and the Joint Industrial Development Authority of Northampton County (as original Lessee), as amended and assigned by that certain Second Amendment to Lease dated December 14, 2007¹, as amended by that certain Third Amendment to Lease dated January 9, 2008 (collectively, the "Parcel 14 Lease"), pursuant to which South Port currently leases from the Town certain property known as Tax Parcel 83A3-14, Tax Parcel 83A3-17, Tax Parcel 83A3-19, and Tax Parcel 83A3-20; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town to amend both the Parcel 12 Lease and the Parcel 14 Lease, and to grant South Port acquisition rights with respect to Tax Parcel 83A3-12 and Tax Parcel 83A3-17, all as more fully set forth in the First Amendment to the Parcel 12 Lease, a copy of which is attached hereto as Exhibit A, and in the Fourth Amendment to the Parcel 14 Lease, a copy of which is attached hereto as Exhibit B.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF CAPE CHARLES, VIRGINIA:

1. **Approval of First Amendment to Parcel 12 Lease.** The Council hereby approves and authorizes the Town to execute the First Amendment to the Parcel 12 Lease. The Mayor and the Town Manager, either of whom may act, are authorized to execute the First Amendment to the Parcel 12 Lease.

2. **Approval of Fourth Amendment to Parcel 14 Lease.** The Council hereby approves and authorizes the Town to execute the Fourth Amendment to the Parcel 14 Lease. The Mayor and the Town Manager, either of whom may act, are authorized to execute the Fourth Amendment to the Parcel 14 Lease.

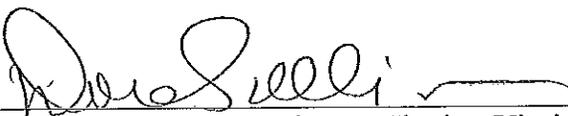
¹ The First Amendment to the Parcel 14 Lease dated April 10, 2001 was terminated by the Second Amendment to the Parcel 14 Lease dated December 14, 2007.

3. **Headings.** Any headings in this Ordinance are solely for convenience of reference and shall not constitute a part of the Ordinance nor shall they affect its meaning, construction, or effect.

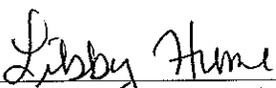
4. **Effective Date.** This Ordinance shall be effective from the date of its adoption.

THIS ORDINANCE REQUIRES AN AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL MEMBERS ELECTED TO COUNCIL.

Adopted: April 14, 2011.

By: 
Mayor of the Town of Cape Charles, Virginia

ATTEST:


Clerk of the Town of Cape Charles, Virginia

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Fourth Amendment") is made as of this 14th day of April, 2011, between the MUNICIPAL CORPORATION OF CAPE CHARLES, a political subdivision of the Commonwealth of Virginia ("Lessor"), and SOUTH PORT INVESTORS, L.L.C., a Virginia limited liability company ("Lessee"), as follows:

WHEREAS, Lessor and the Joint Industrial Development Authority of Northampton County, f/k/a Joint Industrial Development Authority of Northampton County and its Incorporated Towns ("Original Lessee") entered into a Lease Agreement dated February 27, 1996 (the "Lease");

WHEREAS, Lessor and Original Lessee entered into a First Amendment to Lease Agreement dated April 10, 2001, which First Amendment was later terminated;

WHEREAS, Lessor, Original Lessee, and Lessee entered into a Second Amendment to Lease Agreement dated December 14, 2007 (the "Second Amendment") which, among other things, modified the Lease and assigned the Lease from Original Lessee to Lessee;

WHEREAS, Lessor and Lessee entered into a Third Amendment to Lease Agreement dated January 9, 2008 (the "Third Amendment"), to modify the Second Amendment by adding Tax Parcel 83A3-20 as an additional Wharf Parcel subject to the Acquisition Rights of Lessee;

WHEREAS, the parties desire to terminate the Third Amendment and further modify the Second Amendment on the terms set forth below; and

WHEREAS, a copy of the Lease and the Second Amendment are attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and in the Lease, and other good and valuable consideration, Lessor and Lessee acknowledge and agree as follows:

1. The foregoing recitals are incorporated as if fully set forth herein.
2. The Third Amendment is hereby terminated and is of no further force and effect.
3. Paragraph 4 of the Second Amendment is modified to provide that the last sentence of Paragraph 1 of the Lease is deleted and replaced with the following:

LESS AND EXCEPT the (i) New Plant Site, and (ii) until the Existing Plant Closure Date, the Existing Plant Site. From and after the Existing Plant Closure Date, the Existing Plant Site shall be added to and deemed a part of the Demised Premises. Lessor agrees that if a portion of the Existing Plant Site is needed by Lessee to provide access for a heavy

boatlift or other heavy equipment to cross from the STIP Park to Tax Parcels 83A3-19 and 83A3-20 on the Cape Charles harbor at any time prior to the Existing Plant Closure Date, Lessor will allow such access so long as there is no material interference with Lessor's operation of the existing wastewater treatment facility or with the Plant Closure Work. The parties will at that time execute such additional documents as the parties mutually agree are necessary to specify the parties' respective rights and responsibilities in this use of the Existing Plant Site.

As used in the Lease, the "New Plant Site" refers to the portion of Tax Parcel No. 83A3-14 consisting of approximately 6.0 +/- acres on which the Lessor's new wastewater treatment facility will be constructed, as depicted on Schedule 1 attached hereto, together with such portions of Tax Parcel 83A3-17 as may be reasonably necessary for the relocation, installation, maintenance, and use of an underground backwash line and outfall pipes and the related monitoring equipment as needed to comply with applicable statutes, permits, and regulations, including without limitation the VPDES permit (all as shown on Schedule 2 attached hereto and discussed in part on Schedule 3 attached hereto, and collectively referred to herein as the "Backwash Piping System"). After the Existing Plant Closure Date, Lessor shall, to the extent reasonably possible, perform work on the Backwash Piping System upon reasonable notice to Lessee and in a manner and at a time that does not materially interfere with the normal business operations of Lessee.

Until the New Plant Completion Date, Lessor shall also be granted temporary access to such portions of Tax Parcels 83A3-14 and 83A3-17 outside the New Plant Site as may be reasonably necessary for staging, and materials and equipment delivery, removal, and storage during construction of the new treatment facility and transfer of service from the existing treatment facility.

As used in the Lease, the "Existing Plant Site" refers to the portion of Tax Parcel No. 83A3-17 on which the Lessor's existing wastewater treatment facility is located, as depicted on Schedule 2 attached hereto, together with such portions of Tax Parcels 83A3-14 and 83A3-17 as may be reasonably necessary for temporary access, staging, and materials and equipment delivery, removal, and storage during performance of the work described on Schedule 3 (the Cape Charles WWTP Closure Plan) attached hereto (the "Plant Closure Work").

As used in the Lease, the "New Plant Completion Date" shall be the date on which Lessor has completed construction of the new treatment facility, transferred service to the new facility, and placed the new facility in

operation, which is estimated to be prior to December 31, 2011, subject to delays for force majeure events and other events beyond Lessor's reasonable control. As used in the Lease, "Existing Plant Closure Date" shall mean the date on which Lessor has completed the Plant Closure Work, which is estimated to be prior to June 30, 2012, subject to reasonable delays for force majeure events and other events beyond Lessor's reasonable control.

Lessee's unrestricted access through the Existing Plant Site on Tax Parcel No. 83-A3-17 for heavy boatlift and other heavy equipment to carry boats from Tax Parcels 83-A3-19 and 20 on the Cape Charles Harbor to a repair facility on a portion of the STIP Park located directly south and behind Parcel 83-A3-17 is a critical component of Lessee's plans to operate a successful boat repair business at the Park. In the event that Lessee is actively using these sites for its boat repair work for customers and the Plant Closure Work (other than drying and removing the Effluent Polishing Pond) has not been completed by September 30, 2012, subject to reasonable delays for force majeure events and other events beyond Lessor's reasonable control, Lessor agrees to pay Lessee the sum of Five Hundred Dollars (\$500) per day as liquidated damages until such time as that part of the Plant Closure Work has been completed. If drying and removing the Effluent Polishing Pond has not been completed by December 31, 2012, subject to reasonable delays for force majeure events and other events beyond Lessor's reasonable control, Lessor agrees to pay Lessee a separate sum of Two Hundred Fifty Dollars (\$250.00) per day as liquidated damages until such time as that part of the Plant Closure Work has been fully completed. The collection of liquidated damages as called for herein shall be Lessee's exclusive remedy for Lessor's failure to complete the Plant Closure Work as called for herein. Lessor and Lessee agree that Lessee's damages for such failure will be difficult to calculate, and that the amounts specified in this paragraph are a reasonable approximation of Lessee's damages.

4. Paragraph 6 of the Second Amendment is replaced with the following:

6. Paragraph 4 of the Lease is deleted and replaced with the following:

Use of Demised Premises. Lessee shall use the Demised Premises solely to provide direct access to the Cape Charles harbor for Lessee and various owners and tenants in the STIP Park and a work area for Lessee's commercial boat repair business with lift facilities to lift yachts and other large boats in and out of the water for repairs, short-term pier and storage facilities for these yachts and boats and other services and facilities that

will assist Lessee and these owners and tenants in their business operations.

The Demised Premises shall be used for no other purpose without Lessor's prior written consent which shall not be unreasonably withheld. In addition, no portion of the Demised Premises may be used for the operation of a commercial marina in competition with the marina facilities owned or operated by Lessor within a radius of five (5) miles from the Demised Premises. For purposes of this Lease, the term "commercial marina" shall mean a combination of docks, boat slips, moorings, boat ramps, piers or other marine docking facilities located in a harbor or boat basin that are available to the general public at daily, monthly or other periodic fixed rental rates to house pleasure craft and/or commercial vessels and/or to provide supplies such as fuel but such term shall not include docking facilities provided by a business enterprise only to vessel owners at no charge or in connection with repair, appraisal, insurance, fuel or water removal, fuel replacement or other similar services then being provided to them.

Services such as temporary lodging, bathrooms, showers, laundry facilities, food, galley supplies and fuel replacement will be provided on the Demised Premises. These services will be promoted and advertised as support services available to owners, representatives and crew of pleasure craft or commercial vessels undergoing work or requiring service at Lessee's boatyard facility. Lessee will not promote or advertise these services separately from Lessee's vessel repair services.

Lessee's use of the Demised Premises shall be subject to all standard zoning and permitting requirements and other laws, ordinances and regulations as set forth in Paragraph 12 of the Second Amendment.

5. Paragraph 7 of the Second Amendment is modified to add the following to the end of subparagraph (c):

Notwithstanding the foregoing, Lessor shall only be responsible for cleanup, removal, or expenses to the extent such contaminated materials were introduced or placed onto the Demised Premises prior to the Commencement Date.

6. Paragraph 8(a) of the Second Amendment is modified to replace "\$1,000,000.00" with "\$5,000,000.00" in both places where it appears. Paragraph 8(a) is further modified to require that Lessee also maintain, or, if Lessee will not be conducting operations on the Demised Premises, will cause its subtenants or licensees operating on the Demised Premises to maintain, such insurance coverage as is customary in the industry for the business operations being conducted or to be conducted by them on the Demised Premises. Such insurance may include,



Engineering Resources Group, LLC

Cleveland Park Business Center
5741 Cleveland Street, Suite 120
Virginia Beach, VA 23462
Ph: (757) 961-6215 Fx: (757) 961-7244

List of Adjacent Property Owners

Cape Charles Yacht Center - Phase I
Parcels 12 and 17
Conditional Use Permit

Tax Parcel:	#83A3-A-09
N/F:	Canonie Atlantic Co.
Address:	202 Mason Avenue Cape Charles, VA 23310
Tax Parcel:	#83A3-A-10
N/F:	Town of Cape Charles
Address:	2 Plum Street Cape Charles, VA 23310
Tax Parcel:	#83A3-A-11
N/F:	United States of America Coast Guard
Address:	1 Marina Road Cape Charles, VA 23310
Tax Parcel:	#83A3-A-13
N/F:	Sinclair Telecable, Inc.
Address:	999 Waterside Drive, Suite 500 Norfolk, VA 23510
Tax Parcel:	#83A3-A-16
N/F:	Sinclair Telecable, Inc.
Address:	999 Waterside Drive, Suite 500 Norfolk, VA 23510
Tax Parcel:	#83A3-A-19
N/F:	Town of Cape Charles
Address:	2 Plum Street Cape Charles, VA 23310
Tax Parcel:	#83A3-A-20
N/F:	Town of Cape Charles
Address:	2 Plum Street Cape Charles, VA 23310
Tax Parcel:	#90-A-1A
N/F:	South Port Investors, LLC
	P.O. Box 395 Eastville, VA 23347