



To the Honorable Council
City of Norfolk, Virginia

November 24, 2020

From: Trista Pope
Acting Director, Office of Real Estate

Subject: 1st Amendment to Lease Agmt-
Sydney Meers-210 E. Main St.

Reviewed:

Wynter C. Benda, Chief Deputy
City Manager

Ward/Superward: 2/6

Approved:

Dr. Larry H. Filer II, City Manager

Item Number: R-10

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Sydney Meers
210 E. Main Street
Norfolk, VA 23510

III. **Description:**

This agenda item is an ordinance approving a First Amendment to Lease Agreement between the City of Norfolk (the "City") and Sydney Meers, ("Meers"), for the deferral of rents due to the challenges faced by the COVID-19 pandemic of the leased of City-owned property located at 208 E. Main Street in Norfolk, Virginia.

IV. **Analysis**

Meers has a lease agreement with the City that commenced July 25, 2019 and expires October 24, 2024. Meers has been building out the space within 210 E. Main Street prior to the COVID-19 pandemic with the plans to open a dining establishment that would continue to expand the Downtown Norfolk development of the economy and of the community. Due to the COVID-19 pandemic, and the business challenges faced, Meers has requested a deferral of rents due to the City. The deferred rent includes monthly payment from April 1, 2020 through November 1, 2020.

V. Financial Impact

The deferred rent includes monthly payment from April 1, 2020 through November 1, 2020. The deferred rent totals \$8,838.47. The deferred payments will be payable in equal installments, in addition to all other amount then due under the lease agreement, commencing on May 1, 2022.

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Office of Real Estate and the City Attorney's Office.

Supporting Material:

- EXHIBIT A-First Amend to Lease Agreement-CON_Sydney Meers-210 E. Main Street-v.1 (PDF)
- Aerial Map - 210 E. Main Street (JPG)

Form and Correctness Approved: *BAP*

Contents Approved:

By: _____
Office of the City AttorneyBy: _____
DEPT. Real Estate

NORFOLK, VIRGINIA

Ordinance No.

AN ORDINANCE APPROVING A FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF NORFOLK, AS LESSOR, AND SYDNEY MEERS, AS LESSEE, FOR PROPERTY LOCATED AT 210 E. MAIN STREET IN THE CITY OF NORFOLK, VIRGINIA AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO LEASE AGREEMENT ON BEHALF OF THE CITY OF NORFOLK.

- - -

WHEREAS, the City of Norfolk, as lessor, and Sydney Meers, as lessee, entered into that certain Lease Agreement dated July 25, 2019 (the "Lease"), for premises located in Selden Arcade at 210 E. Main Street in the City of Norfolk, Virginia;

WHEREAS, because of business challenges faced as a result of the COVID-19 pandemic, the lessee has requested a deferral of rents due to the City pursuant to the Lease; NOW, THEREFORE

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

Section 1:- That the First Amendment to Lease Agreement between the City of Norfolk, as lessor, and Sydney Meers, as lessee, a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 2:- That the City Manager and other proper

officers of the City are authorized to execute the First Amendment to Lease Agreement for and on behalf of the City, and to do all things necessary and proper to carry out its terms.

Section 3:- That the City Manager is further authorized to correct, amend or revise the First Amendment to Lease Agreement as may be necessary in order to carry out the intent of the Council as expressed in this ordinance.

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

Attachments:

Exhibit A - First Amendment to Lease Agreement

FIRST AMENDMENT TO LEASE AGREEMENT
(Selden Arcade – 210 E. Main Street)

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is entered into as of the ____ day of November, 2020, by and between the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia (“Landlord”), and SYDNEY MEERS, an individual (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated July 25, 2019 (the “Lease”), for certain premises containing approximately 1,353 square feet of usable area located in Selden Arcade at 210 E. Main Street in the City of Norfolk, Virginia;

WHEREAS, because of business challenges faced as a result of the COVID-19 pandemic, the Tenant has requested a deferral of rents due to the City pursuant to the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease in accordance with the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Lease is amended as follows:

1. Rent. Section 2.1 of the Lease is modified to provide for deferment of the monthly Base Rent for the period commencing April 1, 2020 through November 1, 2020 totaling Eight Thousand Eight Hundred Thirty-Eight and 47/100 Dollars (\$8,838.47) (the “Deferred Payments”). The Deferred Payments shall instead be payable in equal installments, in addition to all other amounts then due under the Lease, on the first day of each month, commencing on May 1, 2022 and in accordance with Exhibit A attached hereto and made a part hereof. All other amounts due to the City under the Lease shall be payable in accordance with the terms of the Lease.

2. Modification; Defined Terms. Except as expressly modified hereby, all terms and conditions of the Lease shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease.

3. Counterparts; Copies. This Amendment may be executed in one or more counterparts and each such counterpart shall be deemed to be an original. All counterparts so executed shall constitute one instrument and shall be binding on all of the parties to this Amendment notwithstanding that all of the parties are not signatories to the same counterpart. A photocopy of this Amendment signed by the parties shall be binding upon and enforceable by the parties.

4. Conflict. If there is any conflict or inconsistency between the provisions of this Amendment and the Lease, the provisions of this Amendment shall govern and control.

[Signature Page to First Amendment to Lease Agreement - City of Norfolk / Sydney Meers –
210 E. Main Street, Selden Arcade]

WITNESS the following signatures and seals:

LANDLORD:

CITY OF NORFOLK,
a municipal corporation of the Commonwealth of
Virginia

By: _____

Name: Dr. Larry H. Filer II

Title: City Manager

Attest:

City Clerk

Approved as to contents:

Department of Real Estate

Approved as to form and correctness:

Deputy City Attorney

[Signatures continue on next page]

[Continuation of Signature Page to First Amendment to Lease Agreement – City of Norfolk /
Sydney Meers – 210 E. Main Street, Selden Arcade]

TENANT:

SYDNEY MEERS

By: _____
Sydney Meers

Attachment: EXHIBIT A-First Amend to Lease Agreement-CON_Sydney Meers-210 E. Main Street-v.1 (1st Amendment to Lease Agmt-Sydney

EXHIBIT A
Deferred Payments

Current Payments	Deferred amount	Future Payment Dates	Scheduled rent amount	Deferred Rent	Actual rent to be paid
April 1, 2020	\$1,465.75	May 1, 2022	\$1,555.01	\$1,555.01	\$3,020.76
May 1, 2020	\$1,465.75	June 1, 2022	\$1,555.01	\$1,555.01	\$3,020.76
August 1, 2020	\$1,465.75	July 1, 2022	\$1,555.01	\$1,555.01	\$3,020.76
September 1, 2020	\$1,465.75	August 1, 2022	\$1,555.01	\$1,555.01	\$3,020.76
October 1, 2020	\$1,465.75	September 1, 2022	\$1,555.01	\$1,555.01	\$3,020.76
November 1, 2020	\$1,509.72	October 1, 2022	\$1,555.01	\$1,555.01	\$3,064.73
Total Deferred Rent	\$8,838.47		\$9,330.06		\$18,168.53

Attachment: EXHIBIT A-First Amend to Lease Agreement-CON_Sydney Meers-210 E. Main Street-v.1 (1st Amendment to Lease Agmt-Sydney