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AGENDA

NEWPORT NEWS CITY COUNCIL
REGULAR CITY COUNCIL MEETING

SEPTEMBER 13, 2016

City Council Chambers

7:00 p.m.

A. Call to Order

B. Invocation

- Rabbi Gershon Litt, United Jewish Community of the Virginia Peninsula

C. Pledge of Allegiance to the Flag of the United States of America

D. Presentations

1. Proclamation: Recognizing and Honoring Mr. Carmine McDaniel
2. Resolution of Recognition: Honoring Mr. Julius Green

E. Public Hearings

1. Ordinance Authorizing Conditional Use Permit No. CU-16-371, to the Newport News School Board to Allow for the Expansion of the Lease Area of an Existing Communications Tower to Accommodate a Second Service Provider on Property Located at 259 Denbigh Boulevard (Denbigh High School) and Zoned P1 Park
2. Ordinance Authorizing Zoning Text Amendment No. ZT-16-380, City of Newport News to Add a New Section for Rezoning to City Code, Chapter 45, Zoning Ordinance; Article XXIX., Non-Conforming Uses; Section 45-2903
3. Ordinance Authorizing Zoning Text Amendment No. ZT-16-381, to the City of Newport News, Amending City Code, Chapter 45, Zoning Ordinance, Article XXXI., Overlay Zoning Districts and Regulations, Division 8., Lower Jefferson Avenue Urban Corridor Overlay District, Section 45-3161.1, Signs

4. Ordinance Authorizing the Vacation of a Portion of 29th Street at Jefferson Avenue (Brooks Crossing)
5. Ordinance Authorizing the City Manager to Execute a Settlement Agreement and Lease, both By and Between the City, and Virginia Hospitality Services, Inc., (Legends Grille) at Newport News Golf Club at Deer Run for the Operation of a Restaurant and Concessions

F. Consent Agenda

1. Minutes of the Work Session of August 9, 2016
2. Minutes of the Special Meeting of August 9, 2016
3. Minutes of the Regular Meeting of August 9, 2016
4. Resolution of Recognition: Trinity United Methodist Church on its 130th Anniversary
5. Resolution Expressing Approval for the State Biennial Fiscal Year 2017 – 2018 Hampton-Newport News Community Services Board (H-NNCSB) Performance Contract
6. Ordinance Amending City Code, Chapter 2, Administration; Article XX., Office of Purchasing; Division 1., Generally; Section 2-554, General Procedure; Section 2-561(a), Notice Inviting Bids; and Section 2-569.2, Public Notice; to Align with Recent State Code Changes
7. Ordinance Amending City Code, Chapter 11, Watercraft, Docks, Piers and Waterways; Article I., In General; Section 11-16, Storing, Painting and Repairing Watercraft Upon the Public Beaches and Shore Lines of the City
8. Resolution Accepting a U.S. Department of Housing and Urban Development (HUD) Choice Neighborhood Initiative Planning Grant (CNI) and Authorizing the City Manager to Sign Agreements with HUD for Acceptance of Grant Award

G. Other City Council Actions

1. 1 of 2: Support for the Arts - The Virginia Commission for the Arts Grant - \$5,000
2. 2 of 2: Newport News Arts Commission (NNAC) - FY 2017 Support for the Arts Funding Recommendations - \$159,879
3. Ordinance Amending City Code, Chapter 26, Motor Vehicles and Traffic; Article XI., Additional Fine for Exceeding the Maximum Speed on Designated Residential Through Streets; Section 26-240, Designated Additional Fine Streets to Add a Portion of Maxwell Lane
4. Ordinance Amending City Code, Chapter 26, Motor Vehicles and Traffic; Article IV., Operation of Vehicles Generally; by Adding Section 26-80, Obstructing Intersections or Marked Crosswalks
5. Resolution Requesting the General Assembly and Governor of Virginia to

Fully Accept Federal Medicaid Funds and Implement Expansion of the Affordable Care Act (ACA)

6. Ordinance Authorizing the City Manager to Execute Any and All Documents, Including Deeds, Necessary to Effectuate the Conveyance of City-owned Property Located at 12005 Canon Boulevard to the Economic Development Authority of Newport News, Virginia (EDA)

H. Appropriations

1. Office of the Commonwealth's Attorney – U. S. Treasury Asset Forfeiture Fund – \$60,000
2. Department of Engineering – FY 2016 Bonds Authorized and Unissued, Sewer Rehabilitation Category: Citywide Sanitary Sewer Rehabilitation Program – \$4,570,000
3. Department of Development – FY 2016 Bonds Authorized and Unissued, EDA Land Development and Public Infrastructure & Facilities Incentive Contribution: Tech Center at Oyster Point/Jefferson Lab Research Project – \$5,600,000

I. Citizen Comments on Matters Germane to the Business of City Council

J. *New Business and Councilmember Comments

1. City Manager
2. City Attorney
3. City Clerk
4. Harris
5. Price
6. Scott
7. Vick
8. Woodbury
9. Bateman
10. Cherry

K. Adjourn

***THE BUSINESS PORTION OF THE MEETING WILL BE CONCLUDED NO LATER THAN 10:00 P.M. TO ALLOW PERSONS TO ADDRESS CITY COUNCIL UNDER "CITIZEN COMMENTS ON MATTERS GERMANE TO THE BUSINESS OF CITY COUNCIL."**

A. Call to Order

B. Invocation – Rabbi Gershon Litt, United Jewish Community of the Virginia Peninsula

C. Pledge of Allegiance to the Flag of the United States of America

D. Presentations

E. Public Hearings

1. Ordinance Authorizing Conditional Use Permit No. CU-16-371, to the Newport News School Board to Allow for the Expansion of the Lease Area of an Existing Communications Tower to Accommodate a Second Service Provider on Property Located at 259 Denbigh Boulevard (Denbigh High School) and Zoned P1 Park

ACTION: A REQUEST TO ADOPT AN ORDINANCE GRANTING CONDITIONAL USE PERMIT NO. CU-16-371 TO THE NEWPORT NEWS SCHOOL BOARD AND N8+C, LLC., FOR EXPANSION OF THE LEASE AREA OF AN EXISTING COMMUNICATIONS TOWER LOCATED AT 259 DENBIGH BOULEVARD AND ZONED P1 PARK.

BACKGROUND:

- The existing communications tower was approved by City Council on August 14, 2007 and contained a condition regarding the lease area for the ground equipment.
- A second service provider wishes to collocate on the tower and requires additional lease area to accommodate new equipment.
- The request is consistent with the *Framework for the Future 2030* Comprehensive Plan land use map and surrounding uses.
- On August 3, 2016, the City Planning Commission voted unanimously 9:0 to recommend approval of this request with conditions.

Vote on Roll Call

For: Austin, Carpenter, Fox, Groce, Jones, Maxwell, Mulvaney, Simmons, Willis

Against: None

Abstention: None

- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

CM Memo re CU-16-371 for Communications Tower

Staff Report and CPC Minute Excerpts

sdm14600 CU-16-371 re City of NN School Board and N8+C, LLC

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

TO: The Honorable City Council
FROM: City Manager
SUBJECT: CU-16-371, City of Newport News School Board

The City of Newport News School Board requests a conditional use permit for expansion of the lease area of an existing communications tower in order to accommodate a second service provider. The tower and lease area are sited outside the left field fence of the baseball field on the grounds of Denbigh High School, located at 259 Denbigh Boulevard.

The tower was permitted when City Council approved CU-07-226 on August 14, 2007. A condition for approval at that time required the provision of space on the tower for a second carrier, and this condition was met. However, the existing lease area needs to be expanded in order to accommodate the necessary ground equipment for the second carrier.

The expanded tower site will not be visible from adjacent properties. It is consistent with the *Framework for the Future 2030* land use map and is compatible with surrounding uses.

On August 3, 2016, the City Planning Commission voted unanimously 9:0 to recommend approval of this request to City Council with conditions. I concur with the City Planning Commission's recommendation.


James M. Bourey

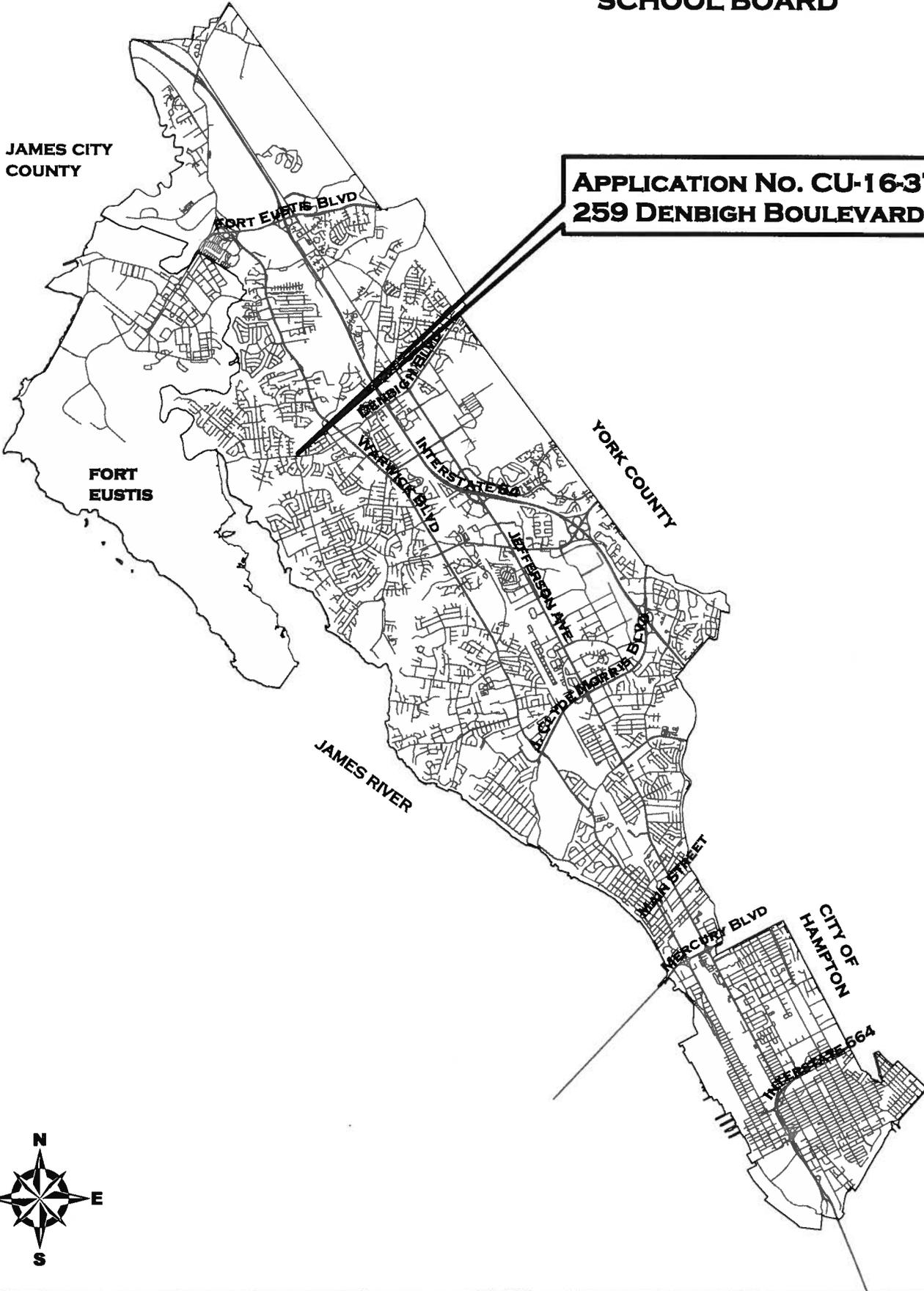
JMB:dfw

**CITY OF NEWPORT NEWS
CITY COUNCIL
SEPTEMBER 13, 2016**

**CONDITIONAL USE PERMIT
APPLICATION NO. CU-16-371
CITY OF NEWPORT NEWS
SCHOOL BOARD**

JAMES CITY
COUNTY

**APPLICATION No. CU-16-371
259 DENBIGH BOULEVARD**



FORT
EUSTIS

YORK COUNTY

JAMES RIVER

CITY OF
HAMPTON



CONDITIONAL USE PERMIT NO. CU-16-371

CITY OF NEWPORT NEWS SCHOOL BOARD

OWNER/APPLICANT	Newport News School Board/ N8+C, LLC	ZONING	P1 Park (Appendix A-1)
LOCATION	259 Denbigh Boulevard, DHS Athletic Field	FRAMEWORK	Community facilities(Appendix A-3)
PRESENT USE	Public high school	ACREAGE	31.55 acres

REQUEST Expand the ground lease area of an existing communications tower

FACTS



North Epes Elementary School and a vacant parcel on property zoned P1 Park
East and West Single-family dwellings on property zoned R3 Single-Family Dwelling
South Denbigh United Presbyterian Church and single-family homes on property zoned R3 Single-Family Dwelling

Zoning History The property has been zoned P1 Park since the citywide comprehensive rezoning became effective August 1, 1997.

Regulatory Review Section 45 – 523 of the city code encourages collocations of wireless service providers where possible.

The zoning ordinance permits communications towers in the P1 Park zoning district with the approval of a conditional use permit. The existing communications tower was approved by City Council, conditional use permit CU-07-226, on August 14, 2007. This was the second communications tower built on the site. Conditional use permit CU-02-107

was approved by City Council on October 8, 2002 allowing the construction of a communications tower on a lease area outside of the right field fence of the baseball field.

The departments of Codes Compliance, Engineering, Public Works, Public Utilities, Fire, Police, Parks, Recreation and Tourism and Development have no objection to the request.

Comprehensive Plan Review The *Framework for the Future 2030* comprehensive plan land use map designates community facilities for the property. A communications tower is compatible with this designation. (See Appendix A-3.)

ANALYSIS

There are currently two communications towers located on the Denbigh High School site. Both towers are a stealth design that replaced existing field lighting poles and support lighting fixtures on the school's baseball field. The first tower, approved in October, 2002 is located adjacent to the right field fence. The tower, approved in August, 2007 is located adjacent to the left field fence. When this conditional use permit was granted, it included a condition requiring the provision of space on the tower for an additional wireless service provider in conformance with section 45-523 of the city code. Another condition designated a ground lease area limited to 1,188 square feet for the accommodation of the tower and all ancillary ground equipment. (See Appendix A-2.)

A second service provider wishes to collocate on the communications tower. While space is available on the tower for the second antenna array, the ground equipment required by the new service provider will not fit within the lease area specified and conditioned in CU-07-226. The applicant requires an additional 120 square feet of space to accommodate the new equipment and the applicant proposes to expand the lease area in order to accommodate the new equipment. This additional area shall be fenced and screened in the same manner as existing lease area. (See Appendix A-2.)

The new antenna array will be of similar design as the antenna array currently on the tower and will be located below the existing antenna. A structural evaluation was completed for the tower in March, 2016. This evaluation determined that the tower and foundation are adequate to support the proposed additional antenna arrays. (See Appendix A-5.)

CONCLUSION

The expansion of the lease area will accommodate ground mounted equipment required by a second service provider. The equipment area is not visible from either adjacent properties or the school building and will remain as such after expansion. The condition that addressed the lease area in CU-07-226 will be modified to allow the additional lease area for the tower and ancillary equipment.

STAFF RECOMMENDATION

Recommend approval of conditional use permit CU-16-371 to allow for the expansion of the ground lease area of a communications tower with the following conditions:

1. The placement of the tower and associated equipment shall be limited to the 1,308 square feet lease area identified on Exhibit A-2.
2. The height of the communications tower shall not exceed 135 feet including antennas and appurtenances. The design of the tower shall be a stealth light pole with a low profile platform array.
3. The final design and materials of the tower and equipment shall be submitted to and approved by the Director of Planning prior to site plan approval.
4. Except where specified herein, all applicable provisions of Chapter 45, Zoning Ordinance of the Code of the City of Newport News, Virginia Article V, General Regulations Applicable without Reference to Zoning Districts, Section 45-523, Communication Tower/Antenna, shall be met, prior to issuance of a building permit, to include the requirement of a bond to expedite removal of the tower within twelve (12) months of obsolescence, cessation of use or abandonment.
5. The owner or owners of the communications tower, through its lease agreement with the Newport News School Board, shall permit the Newport News School Board the right of first refusal for collocation of any school equipment on the tower.
6. The tower shall have no markings, signs, or lighting except for the lighting required for the baseball field and that which is required by the Federal Aviation Administration (FAA).
7. Violation of any of the above conditions and safeguards attached thereto shall be deemed a violation of the zoning ordinance, and, in addition, shall serve as grounds for revocation of the conditional use permit by the City Council.
8. The applicant, as well as successors, assigns, and agents, shall comply with all codes, ordinances and regulations of federal, state and local government.
9. The applicant, as well as his successors, assigns, and agents, shall obtain all necessary licenses, approvals, or conditional approvals, and permits prior to commencing any use, which is authorized by this conditional use permit or law. The applicant, as well as successors, assigns, and agents shall maintain all necessary licenses, approvals, and permits for the entire period of time during which the real property, whether improved

or otherwise is put to a use which is authorized by this conditional use permit.

10. Notwithstanding any other provision of law, this conditional use permit is being approved due, in part, to the mitigating effects of each and every condition attached hereto; therefore, the conditions contained in this conditional use permit are not severable; in the event that any condition contained herein, of part thereof, is found by a court of competent jurisdiction to be invalid, unconstitutional or otherwise unenforceable, then the use permitted by this conditional use permit shall be void and the use permitted by this conditional use permit shall be invalid. If this conditional use permit becomes void as a result of a condition or a part thereof, or conditions there in, being ruled invalid, unconstitutional or otherwise unenforceable, the property owner shall be afforded the right to reapply for a conditional use permit.

11. Notwithstanding any other provision of law, this conditional use permit is being approved due, in part, to the mitigating effects of each and every condition contained herein; as such, in the event of an amendment to the zoning of the property is produced by a comprehensive implementation of a new or substantially revised zoning ordinance, the conditions imposed by the conditional use permit shall continue in effect.

CPC RECOMMENDATION

On August 3, 2016, the Planning Commission voted unanimously (9:0) to recommend approval of the conditional use permit to the City Council with the following conditions:

1. The placement of the tower and associated equipment shall be limited to the 1,308 square feet lease area identified on Exhibit A-2.
2. The height of the communications tower shall not exceed 135 feet including antennas and appurtenances. The design of the tower shall be a stealth light pole with a low profile platform array.
3. The final design and materials of the tower and equipment shall be submitted to and approved by the Director of Planning prior to site plan approval.
4. Except where specified herein, all applicable provisions of Chapter 45, Zoning Ordinance of the Code of the City of Newport News, Virginia Article V, General Regulations Applicable without Reference to Zoning Districts, Section 45-523, Communication Tower/Antenna, shall be met, prior to issuance of a building permit, to include the requirement of a bond to expedite removal of the tower within twelve (12) months of obsolescence, cessation of use or abandonment.

5. The owner or owners of the communications tower, through its lease agreement with the Newport News School Board, shall permit the Newport News School Board the right of first refusal for collocation of any school equipment on the tower.
6. The tower shall have no markings, signs, or lighting except for the lighting required for the baseball field and that which is required by the Federal Aviation Administration (FAA).
7. Violation of any of the above conditions and safeguards attached thereto shall be deemed a violation of the zoning ordinance, and, in addition, shall serve as grounds for revocation of the conditional use permit by the City Council.
8. The applicant, as well as successors, assigns, and agents, shall comply with all codes, ordinances and regulations of federal, state and local government.
9. The applicant, as well as his successors, assigns, and agents, shall obtain all necessary licenses, approvals, or conditional approvals, and permits prior to commencing any use, which is authorized by this conditional use permit or law. The applicant, as well as successors, assigns, and agents shall maintain all necessary licenses, approvals, and permits for the entire period of time during which the real property, whether improved or otherwise is put to a use which is authorized by this conditional use permit.
10. Notwithstanding any other provision of law, this conditional use permit is being approved due, in part, to the mitigating effects of each and every condition attached hereto; therefore, the conditions contained in this conditional use permit are not severable; in the event that any condition contained herein, of part thereof, is found by a court of competent jurisdiction to be invalid, unconstitutional or otherwise unenforceable, then the use permitted by this conditional use permit shall be void and the use permitted by this conditional use permit shall be invalid. If this conditional use permit becomes void as a result of a condition or a part thereof, or conditions there in, being ruled invalid, unconstitutional or otherwise unenforceable, the property owner shall be afforded the right to reapply for a conditional use permit.
11. Notwithstanding any other provision of law, this conditional use permit is being approved due, in part, to the mitigating effects of each and every condition contained herein; as such, in the event of an amendment to the zoning of the property is produced by a comprehensive implementation of a new or substantially revised zoning ordinance, the conditions imposed by the conditional use permit shall continue in effect.

APPENDIX

A-1 VICINITY/ZONING MAP

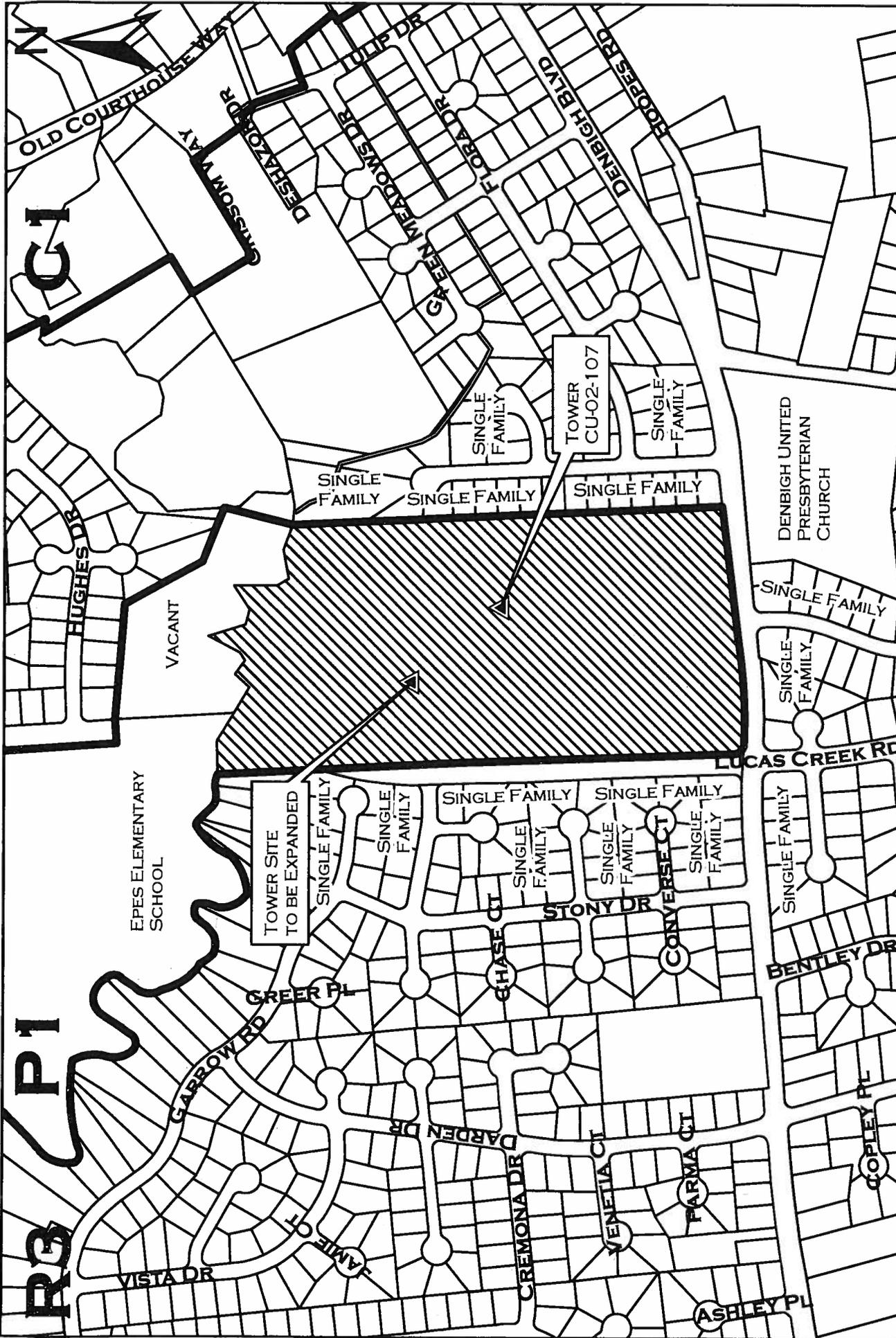
A-2 SITE PLAN

A-3 *FRAMEWORK FOR THE FUTURE 2030* LAND USE MAP

A-4 AERIAL MAP

A-5 STRUCTURAL EVALUATION

A-6 EXCERPTS FROM THE CITY PLANNING COMMISSION MINUTES OF AUGUST 3, 2016

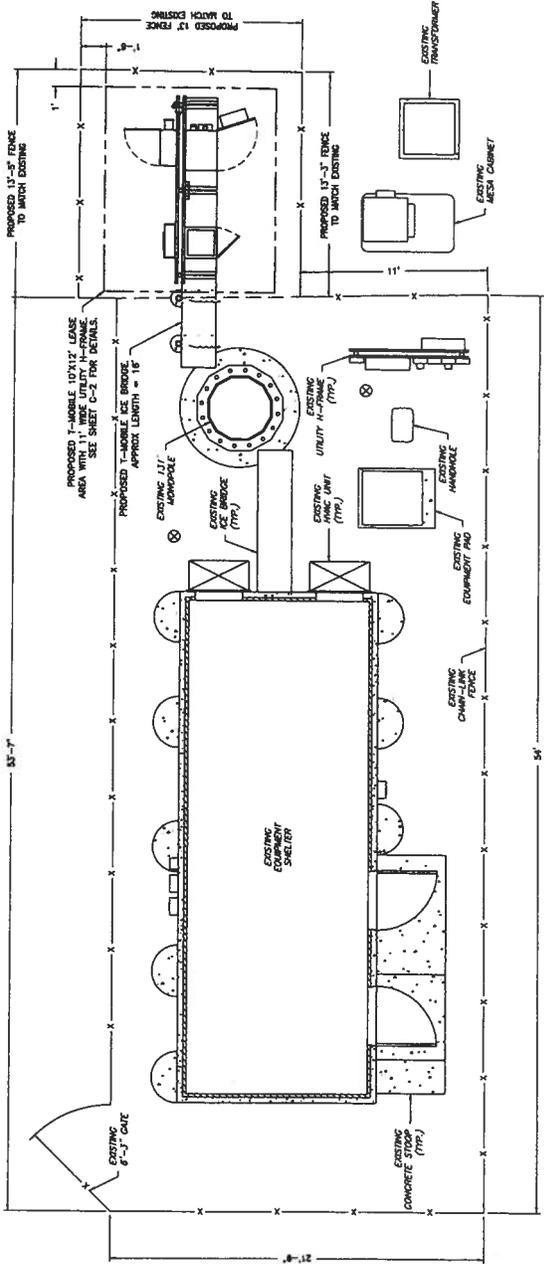


**CITY OF NEWPORT NEWS
SCHOOL BOARD**

CU-16-371

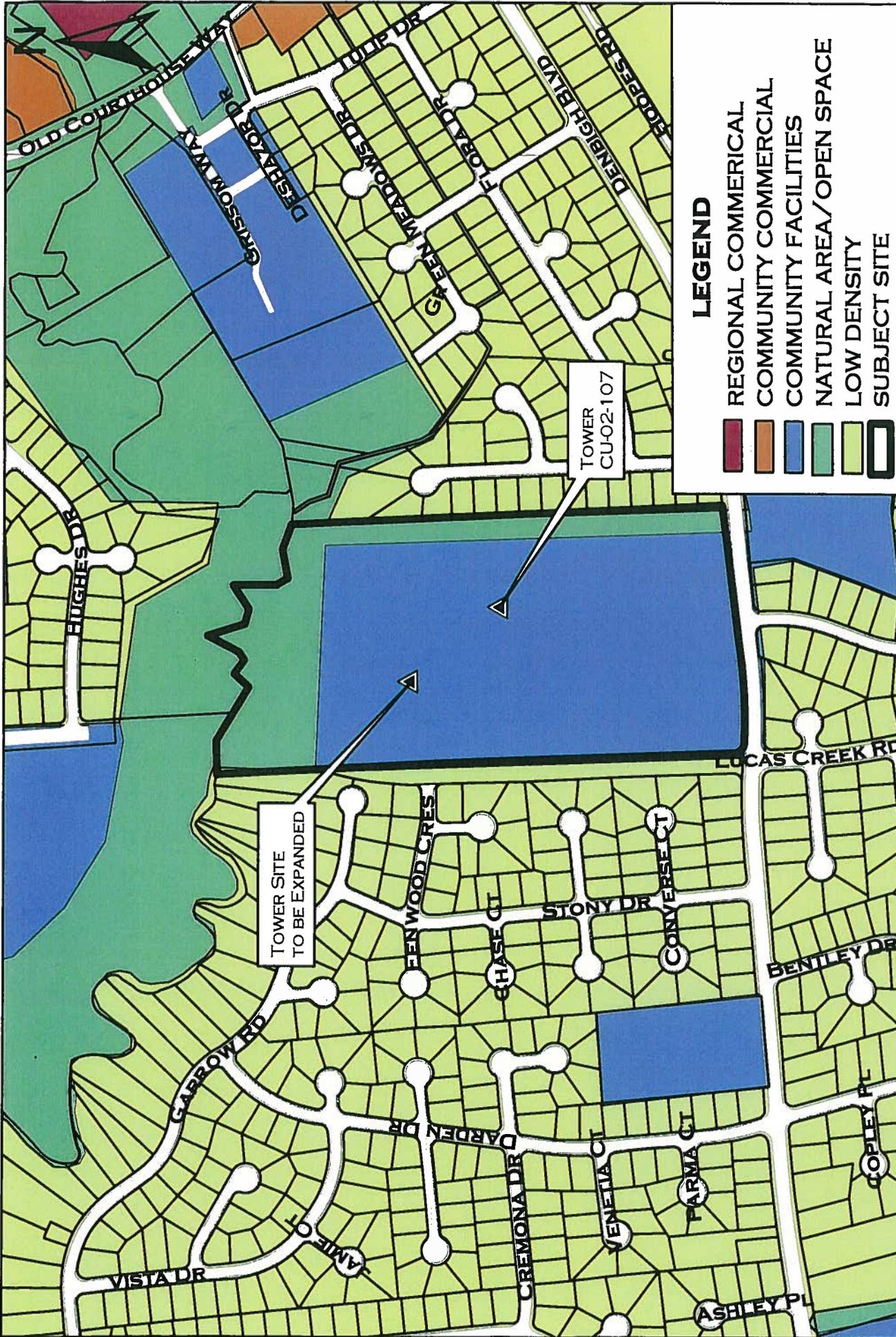
 TOTALLY COMMITTED. <small>NB+C ENGINEERING SERVICES, L.L.C. 10000 WOODBRIDGE BLVD SUITE 100 NEWPORT NEWS, VA 23608</small>	T-Mobile <small>7688 WARREN PARKWAY FRISCO, TX 75024 972-484-3510</small>	T-MOBILE SITE ID: VA50189C ATC SITE ID: 420533 WESTDNBIGH VA NB+C PROJ. # 27759 259 DIENBIGH BLVD NEWPORT NEWS, VA 23608 NEWPORT NEWS COUNTY	REVISIONS <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>05/18/16</td> <td>PRELIMINARY</td> <td>AT</td> </tr> <tr> <td>2</td> <td>05/18/16</td> <td>PRELIMINARY</td> <td>AT</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY	1	05/18/16	PRELIMINARY	AT	2	05/18/16	PRELIMINARY	AT		<small>TRENT TRAVIS SMART P.E. VA PROFESSIONAL ENGINEER LIC. #49978</small>	COMPOUND PLAN	C-1
NO.	DATE	DESCRIPTION	BY																
1	05/18/16	PRELIMINARY	AT																
2	05/18/16	PRELIMINARY	AT																
ENGINEER	APPLICANT	SITE INFORMATION	DESIGN RECORD	PROFESSIONAL STAMP	ENGINEER	SHEET TITLE	SHEET NUMBER												

NOTE: REFER TO STRUCTURAL ANALYSIS FOR PROPOSED ANTENNA CABLE ROUTING INFORMATION PRIOR TO INSTALLING ICE BRIDGE.



1. COMPOUND PLAN
 C-1



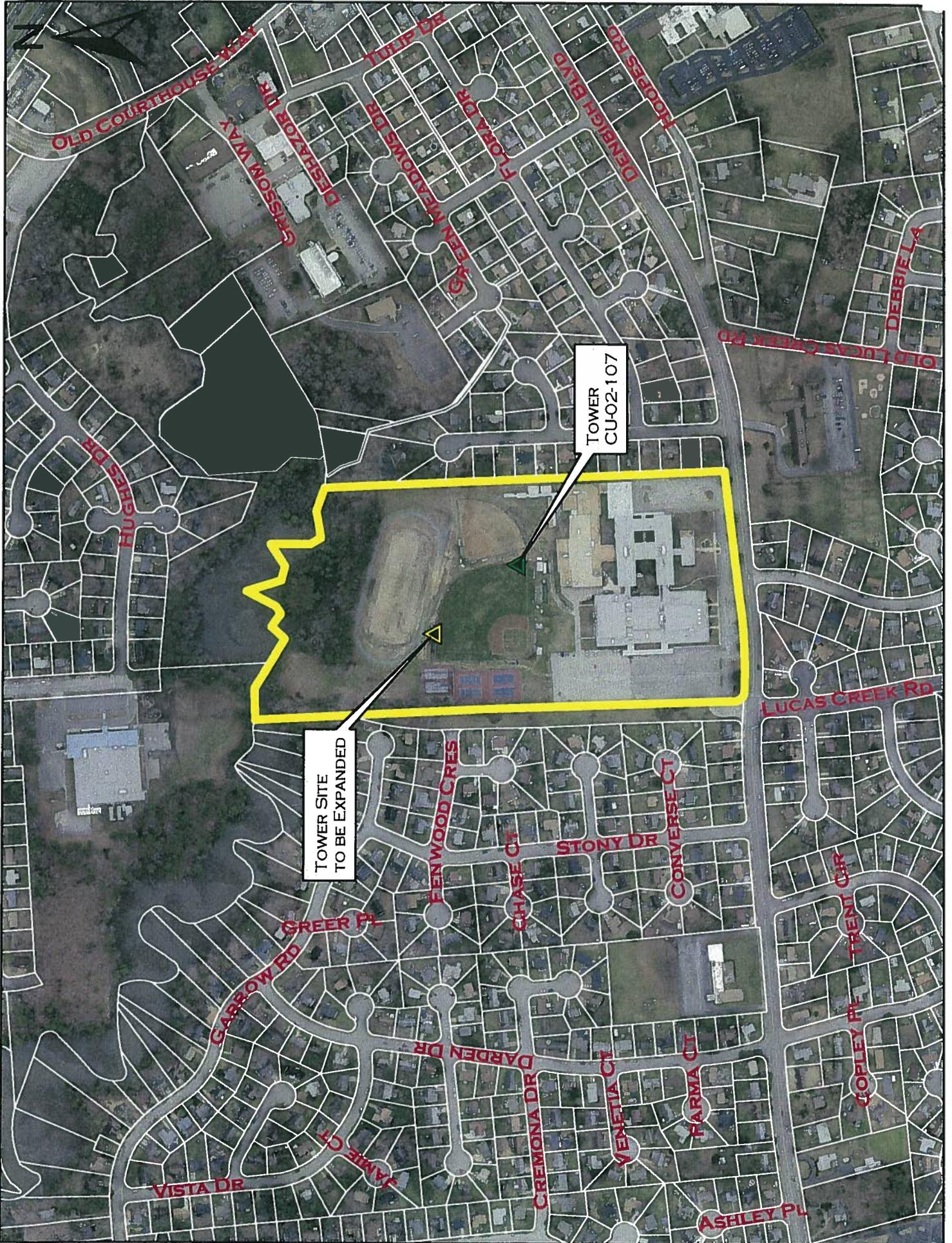


LEGEND

- REGIONAL COMMERCIAL
- COMMUNITY COMMERCIAL
- COMMUNITY FACILITIES
- NATURAL AREA/OPEN SPACE
- LOW DENSITY
- SUBJECT SITE

CITY OF NEWPORT NEWS SCHOOL BOARD

FRAMEWORK FOR THE FUTURE 2030



TOWER
CU-02-107

TOWER SITE
TO BE EXPANDED



AMERICAN TOWER*
CORPORATION

Eng. Number 65697312

March 8 2016

Page 1 of 1

Structural Evaluation	
ATC Site Number & Name	420533, Westdinbigh VA, VA
Carrier Site Number & Name	VA50198CA, Denbigh High
Site Location	259 Denbigh Boulevard Newport News, VA 23608-3327, Newport News (ind City) County 37.128142 N / -76.548961 W
Tower Description	131 ft Monopole
Basic Wind Speed	105 mph (3-Second Gust, V_{asd}) / 136 mph (3-Second Gust, V_{ult})
Basic Wind Speed w/ Ice	30 mph (3-Second Gust) w/ 1/2" ice
Code	ANSI/TIA-222-G / 2012 IBC / Virginia Uniform State Building Code

Existing and Reserved Equipment

Elevation ¹ (ft)		Qty	Antenna	Mount Type	Lines	Carrier
Mount	RAD					
131.0	131.0	2	RFS FD9R6004/1C-3L	T-Arm	(12) 1 5/8" Coax (1) 1.46" Hybrid	Verizon
		4	7" x 6" x 3" Diplexer			
		6	Antel BXA-185063/12CF			
		1	RFS DB-B1-6C-8AB-0Z			
		6	Antel BXA-80063/8CF			
		1	VZW Unused Reserve: 19,391 sq in			
129.0	129.0	3	Alcatel-Lucent RRH2x40-AWS	Stand-Off	-	

Equipment to be Removed

Elevation ¹ (ft)		Qty	Antenna	Mount Type	Lines	Carrier
Mount	RAD					
No loading considered as to be removed						

Proposed Equipment

Elevation ¹ (ft)		Qty	Antenna	Mount Type	Lines	Carrier
Mount	RAD					
118.0	118.0	6	Ericsson RRUS-11	Platform w/ Handrails	(2) 1 5/8" (1.63") Fiber	T-Mobile
		3	Ericsson AIR 32 B4A-B2P			
		3	Commscope SBNH-1D65C.TMO			

¹ Mount elevation is defined as height above bottom of steel structure to bottom of mount, RAD elevation is defined as center of antenna above grade level (AGL).

Install proposed coax inside of the pole shaft.

The existing and proposed loads listed in the tables above are compared to the tower's current design capacity or previous structural analysis. The tower should be re-evaluated as future loads are added or if actual loads are found different from those listed in the tables. The subject tower and foundation **are adequate** to support the above stated loads in conformance with specified requirements.

Reviewed by:
Neil Kuplic, PE
Director of Structural
Engineering



NOY/KMV

EXCERPTS FROM PLANNING COMMISSION MINUTES

August 3, 2016

CU-16-371, City of Newport News School Board. Requests a conditional use permit to allow for the expansion of the lease area of an existing communications tower to accommodate a second service provider. The property is located at 259 Denbigh Boulevard (Denbigh High School) and zoned P1 Park. The Parcel No. is 117.00-01-02.

David Watson, Planner, presented the staff report (copy attached to record minutes).

Mr. Carpenter opened the public hearing.

Mr. David Beniamino, 2411 E. Franklin Street, Richmond, applicant, spoke in favor of the application. He thanked Planning staff for their assistance. Mr. Beniamino stated he was available for questions.

Mr. Carpenter stated a resident asked about the particular array that is going to be used. Mr. Beniamino stated the individual would like to see the full array taken down and flush-mounted antennae installed. He stated that, unfortunately, the applicant requires a full array because of the type of antennas they are using. Mr. Beniamino stated flush mount antennas do not have the capacity or range that antennas mounted on a low profile array can generate. He stated that the flush mounted model towers usually only have one or potentially two carriers. He stated in this instance we are providing one carrier to collocate with another as well as emergency service for the city of Newport News.

Mr. Groce asked how many carriers the tower can handle. Mr. Beniamino stated it can handle up to three; however, because it is 135 feet, it is generally two with emergency services. He stated there can be a third located on there, but the radial center will be quite low because they need to be able to get over the trees. Mr. Beniamino stated technically there can be three carriers with emergency services.

Mr. Carpenter closed the public hearing.

Ms. Austin made a motion to recommend approval of conditional use permit CU-16-371 to City Council, as recommended by staff. The motion was seconded by Mr. Simmons.

Vote on Roll Call

For: Maxwell, Fox, Jones, Simmons, Mulvaney, Austin, Willis, Groce, Carpenter

Against: None

Abstention: None

The Planning Commission voted unanimously (9:0) to recommend approval of conditional use permit CU-16-371 to City Council.

ORDINANCE NO. _____

AN ORDINANCE GRANTING CONDITIONAL USE PERMIT NUMBER CU-16-371 FOR THE HEREINAFTER DESCRIBED PROPERTY FOR THE PURPOSE OF OPERATING A COMMUNICATION TOWER/ANTENNA ON A SITE ZONED P1 PARK.

WHEREAS, application number CU-16-371 has been made by **THE CITY OF NEWPORT NEWS SCHOOL BOARD and N8+C, LLC** for a conditional use permit for the hereinafter described property for the purpose of operating a communication tower/antenna on a site zoned P1 Park; and

WHEREAS, the application has been referred to the Planning Commission of the City of Newport News for recommendation and has been duly advertised as required by law and the said Planning Commission has made its recommendation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News:

(a) That conditional use permit number CU-16-371 is hereby granted for the property described in paragraph (b) hereof for the purpose of operating a communication tower/antenna on a site zoned P1 Park; and

(b) That the property, hereinafter referred to as the "Property," to which the conditional use permit applies is particularly described below:

All that certain tract, piece or parcel of land situate, lying and being in the City of Newport News, Virginia, (formerly Warwick County, Virginia), containing 31.55 acres, more or less, bounded on the south by Hoopes Road, on the west by Crafford, on the north by Stoney Run, and on the east by R. B. Curtis, being part of the same land conveyed to R. B. Curtis, M. Madora Curtis and Sallie E. Hay by B. D. Peachy, Special Commissioner, by deed dated March 6, 1937, and of record in the Clerk's Office of the Hustings Court for the City of Newport News, Virginia, in Deed Book 73, Page 440, and being the same land allotted to Sallie E. Hay by deed of partition dated January 20, 1960, and recorded in said Clerk's Office in Deed Book 387, Page 196, and designated as Parcel "A" and Parcel "B" on the plat thereto attached and made by Walter S. Grant, Jr., Civil Engineer, and dated October 30, 1959, to which reference is hereto made, said land being more particularly described as 31.55 acres as shown on a plat dated October 30, 1959, revised December 15, 1962, by Walter S. Grant, Jr., Civil Engineer, entitled, "Property conveyed to The School Board

of the City of Newport News, Virginia, by Sallie E. Hay, et vir.” This conditional use permit shall only apply to 1,308 square feet of the described property as shown on Exhibit A-2, which is attached hereto and made a part of hereof.

The property has a common street address of 259 Denbigh Boulevard. The parcel is assigned Real Estate Assessor’s #117.00-01-02.)

(c) That this conditional use permit is granted subject to the following conditions, each of which shall be implemented upon approval of this ordinance:

1. The placement of the tower and associated equipment shall be limited to the 1,308 square feet lease area identified on Exhibit A-2, attached hereto and made a part hereof.
2. The height of the communications tower shall not exceed 135 feet including antennas and appurtenances. The design of the tower shall be a stealth light pole with a low profile platform array.
3. The final design and materials of the tower and equipment shall be submitted to and approved by the Director of Planning prior to site plan approval.
4. Except where specified herein, all applicable provisions of Chapter 45, Zoning Ordinance of the Code of the City of Newport News, Virginia, Article V, General Regulations Applicable without Reference to Zoning Districts, Section 45-523, Communication tower/antenna, shall be met, prior to issuance of a building permit, to include the requirement of a bond to expedite the removal of the tower within twelve (12) months of obsolescence, cessation of use or abandonment.
5. The owner or owners of the communications tower, through its lease agreement with the Newport News School Board, shall permit the Newport News School Board the right of first refusal for collocation of any school equipment on the tower.
6. The tower shall have no markings, signs, or lighting except for the lighting required for the baseball field and that which is required by the Federal Aviation Administration (FAA).
7. The applicants, as well as successors, assigns and agents, if any, shall comply with all of the conditions stated herein, as well as all codes, ordinances and regulations of federal, state and local governments.
8. The applicants, as well as successors, assigns, and agents, if any, shall obtain

all necessary licenses, approvals, conditional approvals, and permits prior to commencing any use, which is authorized by this conditional use permit or law. Furthermore, the applicants, as well as successors, assigns, and agents shall maintain all necessary licenses, approvals, conditional approvals, and permits for the entire period of time during which the real property, whether improved or otherwise is put to a use which is authorized by this conditional use permit.

9. Violation of any of the above conditions or safeguards attached thereto shall be deemed a violation of the Zoning Ordinance, and, in addition, and notwithstanding any other provision of law, shall serve as grounds for revocation of the conditional use permit by City Council.
10. Notwithstanding any other provision of law, this conditional use permit is being approved due, in part, to the mitigating effects of each and every condition attached hereto; therefore, the conditions contained in this conditional use permit are not severable; in the event that any condition contained herein, or part thereof, is found by a court of competent jurisdiction to be invalid, unconstitutional, or otherwise unenforceable, then this conditional use permit shall be void and the use permitted by this conditional use permit shall cease. If this conditional use permit becomes void as a result of a condition or a part thereof, or conditions therein, being ruled invalid, unconstitutional or otherwise unenforceable, the property owner shall be afforded the right to reapply for a conditional use permit.
11. Notwithstanding any other provision of law, this conditional use permit is being approved due, in part, to the mitigating effects of each and every condition contained herein; as such, in the event an amendment to the zoning of the property described in Section (b) hereof is produced by a comprehensive implementation of a new or substantially revised Zoning Ordinance, the conditions imposed by the conditional use permit shall continue in effect.

(d) That this conditional use permit shall be deemed to have been abandoned and shall be revoked:

1. If the construction of the improvements or occupancy authorized by this conditional use permit has not commenced within twenty-four (24) months of September 13, 2016, or,
2. In the event of the continuous nonuse of the property as herein permitted for a period of twelve (12) months.

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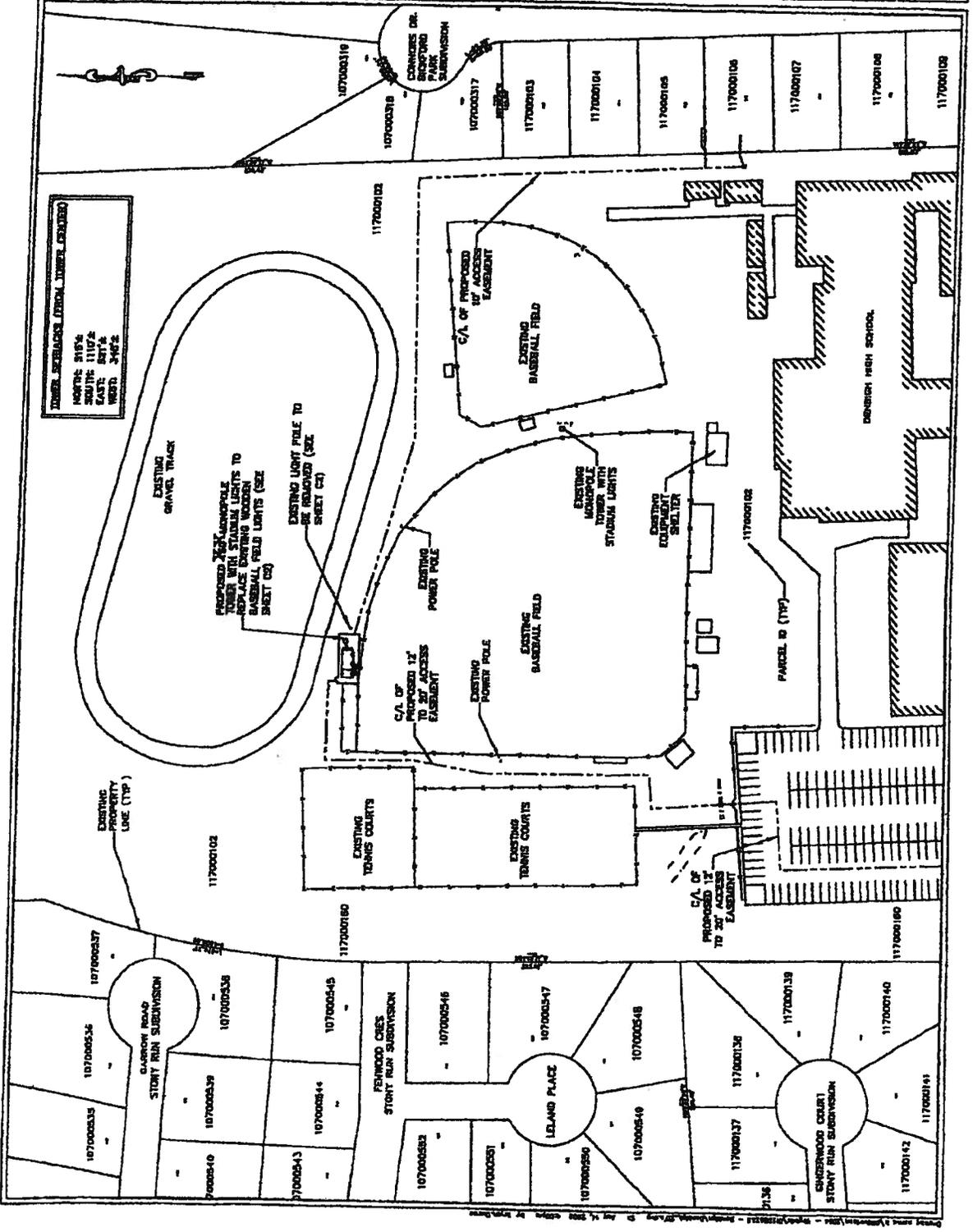
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OVERALL SITE LAYOUT AND SETBACKS

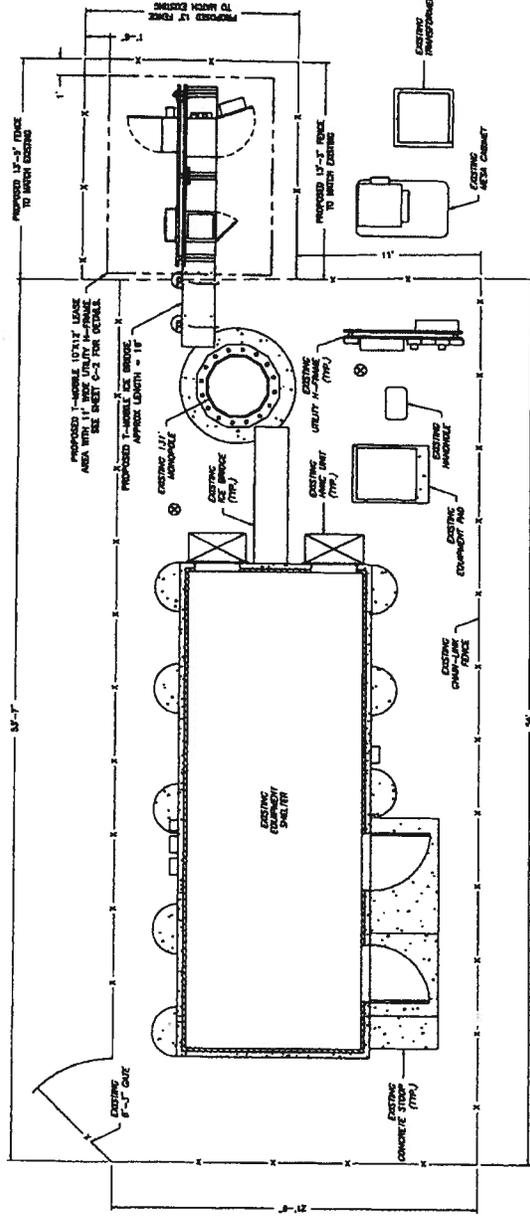
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© 2005 by [unreadable] Inc. All rights reserved. This drawing is the property of [unreadable] Inc. and is not to be used for any other purpose without the written consent of [unreadable] Inc.

 <p>TOTALLY COMMITTED.</p> <p>1000 WARDEN PARKWAY FREDERICK, VA 22030 703-444-0210</p>	<p>Mobile</p> <p>7800 WARDEN PARKWAY FREDERICK, VA 22030 703-444-0210</p>	<p>T-MOBILE SITE ID: VAS0186C ATC SITE ID: 425533 WESTDARBYSH VA NB-C PROJ # 27759 280 DENBIGH BLVD NEWPORT NEWS VA 23606 NEWPORT NEWS COUNTY</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY	1				2				3				4				5				6				7				8				9				10				 <p>TRAVIS SMART Lic. No. 048978 DATE 09/18/16 RENEWAL</p>	<p>TRAVIS SMART, P.E. VA PROFESSIONAL ENGINEER LIC. #048978</p>	<p>COMPOUND PLAN</p>	<p>C1</p>
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NOTE: REFER TO STRUCTURAL ANALYSIS FOR PROPOSED ANTENNA MOUNTING DETAILING AND REINFORCEMENT PRIOR TO INSTALLING THE BRIDGE.



1 COMPOUND PLAN
C1



Know what's below.
Call before you dig.

E. Public Hearings

2. Ordinance Authorizing Zoning Text Amendment No. ZT-16-380, City of Newport News to Add a New Section for Rezoning to City Code, Chapter 45, Zoning Ordinance; Article XXIX., Non-Conforming Uses; Section 45-2903

ACTION: A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING ZONING TEXT AMENDMENT NO. ZT-16-380 TO THE CITY OF NEWPORT NEWS, AMENDING CITY CODE, CHAPTER 45, ZONING ORDINANCE; ARTICLE XXIX., NONCONFORMING USES; BY ADDING NEW SECTION 45-2903, FILING FEE WAIVER FOR REZONING, CONDITIONAL USE PERMITS AND SPECIAL EXCEPTIONS.

- BACKGROUND:**
- This amendment is needed to comply with new state code changes passed by the 2016 General Assembly.
 - It provides that if a use is nonconforming, and if a business license was issued for the use, the holder of the business license has operated continuously in the same location for at least fifteen (15) years and paid all taxes, then the city must allow the holder of the business license to apply for a rezoning, conditional use permit or special exception without charge for that use.
 - On August 3, 2016, the City Planning Commission voted unanimously 9:0 to recommend approval of this request.

Vote on Roll Call

For: Austin, Carpenter, Fox, Groce, Jones, Maxwell, Mulvaney, Simmons, Willis

Against: None

Abstention: None

- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

CM Memo re ZT-16-380 to City of NN

Staff Report and CPC Minute Excerpts

Adding Sec. 45-2903, Filing fee waiver for rezoning, conditional use permits and special exceptions

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

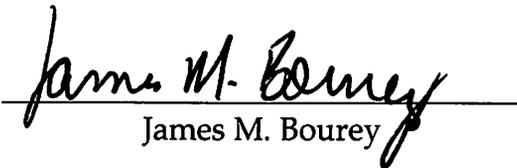
TO: The Honorable City Council
FROM: City Manager
SUBJECT: ZT-16-380 City of Newport News

The request is to amend the zoning ordinance for the Lower Jefferson Avenue Urban Corridor Overlay District to allow one (1) freestanding sign for a shopping center with 50,000 square feet or more of gross leasable area. This will allow the building housing Jim's Local Market and other tenants, which is setback a considerable distance from the corridor, to have a shopping center sign on Jefferson Avenue.

The existing signage requirements of the overlay district will continue to apply to all other buildings in the Brooks Crossing development and other commercial properties along Jefferson Avenue.

On August 3, 2016, the City Planning Commission voted unanimously 9:0 to recommend approval of the zoning text amendment.

I concur with Planning Commission's recommendation.


James M. Bourey

JMB:ckc

ZONING TEXT AMENDMENT NO. ZT-16-380

CITY OF NEWPORT NEWS

BACKGROUND

The request is to amend Article XXIX, Nonconforming Uses, by adding a new Section 45-2903, Filing Fee Waiver for Rezoning, Conditional Use Permits and Special Exception, to comply with state code changes passed by the 2016 General Assembly.

The new law provides that if a use is nonconforming, and if a business license was issued for the use, the holder of the business license has operated continuously in the same location for at least fifteen (15) years and paid all taxes, then the city must allow the holder of the business license to apply for a rezoning, conditional use permit or special exception without charge for that use.

On July 20, 2016, the Regulations Committee reviewed and recommends approval of the above referenced amendment.

STAFF RECOMMENDATION

It is recommended that the City Planning Commission recommend to City Council adoption of the Zoning Ordinance text amendment ZT-16-380.

CPC RECOMMENDATION

On August 3, 2016, the City Planning Commission voted unanimously (9:0) to recommend adoption of the zoning text amendment to the City Council.

APPENDIX

- A-1 ARTICLE XXIX, NONCONFORMING USES, BY ADDING SECTION 45-2903, FILING FEE WAIVER FOR REZONING, CONDITIONAL USE PERMITS AND SPECIAL EXCEPTIONS.**
- A-2 EXCERPTS FROM THE CITY PLANNING COMMISSION MINUTES OF AUGUST 3, 2016**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 45, ZONING ORDINANCE, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE XXIX, NONCONFORMING USES, BY ADDING THERETO A NEW SECTION, NAMELY: SECTION 45-2903, FILING FEE WAIVER FOR REZONING, CONDITIONAL USE PERMITS AND SPECIAL EXCEPTIONS.

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

That Chapter 45, Zoning Ordinance, of the Code of the City of Newport News, Virginia, Article XXIX, Nonconforming Uses, be, and the same hereby is, amended and reordained, by adding thereto a new section, namely: Section 45-2903, Filing fee waiver for rezoning, conditional use permits and special exceptions, as follows:

CHAPTER 45

ZONING ORDINANCE

ARTICLE XXIX. NONCONFORMING USES

Sec. 45-2903. Filing fee waiver for rezoning, conditional use permits and special exceptions.

If a use does not conform to the zoning prescribed for the district in which the use is situated, and if (i) a business license was issued for the use, (ii) the holder of such business license has operated continuously in the same location for at least 15 years, and (iii) has paid all local taxes related to the use, the holder of such business license shall be permitted to apply for a rezoning, a conditional use permit, or a special exception without charge.

EXCERPTS FROM PLANNING COMMISSION MINUTES

August 3, 2016

ZT-16-380, City of Newport News. Requests an amendment to the Zoning Ordinance to add a new section for rezoning, conditional use permit and special exception fee waivers for certain nonconforming uses (Section 45-2903).

Claudia Cotton, Manager of Current Planning, presented the staff report (copy attached to record minutes).

Ms. Austin asked how many businesses fall into this category. She stated it seems it would be a pretty narrow number. Ms. Cotton stated she did not know.

There being no questions or comments, Mr. Carpenter opened and closed the public hearing.

Ms. Fox made a motion to recommend approval of zoning text amendment ZT-16-380 to City Council, as recommended by staff. The motion was seconded by Mr. Mulvaney.

Vote on Roll Call

For: Fox, Jones, Simmons, Mulvaney, Austin, Willis, Groce, Maxwell, Carpenter

Against: None

Abstention: None

The Planning Commission voted unanimously (9:0) to recommend approval of zoning text amendment ZT-16-380 to City Council.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 45, ZONING ORDINANCE, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE XXIX, NONCONFORMING USES, BY ADDING THERETO A NEW SECTION, NAMELY: SECTION 45-2903, FILING FEE WAIVER FOR REZONING, CONDITIONAL USE PERMITS AND SPECIAL EXCEPTIONS.

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

That Chapter 45, Zoning Ordinance, of the Code of the City of Newport News, Virginia, Article XXIX, Nonconforming Uses, be, and the same hereby is, amended and reordained, by adding thereto a new section, namely: Section 45-2903, Filing fee waiver for rezoning, conditional use permits and special exceptions, as follows:

CHAPTER 45

ZONING ORDINANCE

ARTICLE XXIX. NONCONFORMING USES

Sec. 45-2903. Filing fee waiver for rezoning, conditional use permits and special exceptions.

If a use does not conform to the zoning prescribed for the district in which the use is situated, and if (i) a business license was issued for the use, (ii) the holder of such business license has operated continuously in the same location for at least 15 years, and (iii) has paid all local taxes related to the use, the holder of such business license shall be permitted to apply for a rezoning, a conditional use permit, or a special exception without charge.

E. Public Hearings

3. Ordinance Authorizing Zoning Text Amendment No. ZT-16-381, to the City of Newport News, Amending City Code, Chapter 45, Zoning Ordinance, Article XXXI., Overlay Zoning Districts and Regulations, Division 8., Lower Jefferson Avenue Urban Corridor Overlay District, Section 45-3161.1, Signs

ACTION: A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING ZONING TEXT AMENDMENT NO. ZT-16-381 TO THE CITY OF NEWPORT NEWS, AMENDING CITY CODE, CHAPTER 45, ZONING ORDINANCE, ARTICLE XXXI., OVERLAY ZONING DISTRICTS AND REGULATIONS, DIVISION 8., LOWER JEFFERSON AVENUE URBAN CORRIDOR OVERLAY DISTRICT, SECTION 45-3161.1, SIGNS.

BACKGROUND:

- This amendment will allow one (1) freestanding sign in the Overlay District for a shopping center containing 50,000 square feet or more of gross leasable area.
- On August 3, 2016, the City Planning Commission voted unanimously 9:0 to recommend approval of this request.

Vote on Roll Call

For: Austin, Carpenter, Fox, Groce, Jones, Maxwell, Mulvaney, Simmons, Willis

Against: None

Abstention: None

- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

CM Memo re ZT-16-381 Jefferson Ave Urban Corridor Signs

Staff Report and CPC Minute Excerpts

sdm14531 Amending Sec. 45-3161.1

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

TO: The Honorable City Council
FROM: City Manager
SUBJECT: ZT-16-381 City of Newport News

The request is to amend the zoning ordinance for the Lower Jefferson Avenue Urban Corridor Overlay District to allow one (1) freestanding sign for a shopping center with 50,000 square feet or more of gross leasable area.

The existing signage requirements of the overlay district will continue to apply to all other buildings less than 50,000 square feet and other commercial properties along Jefferson Avenue.

On August 3, 2016, the City Planning Commission voted unanimously 9:0 to recommend approval of the zoning text amendment.

I concur with Planning Commission's recommendation.


James M. Bourey

JMB:ckc

ZONING TEXT AMENDMENT NO. ZT-16-381

CITY OF NEWPORT NEWS

BACKGROUND

The request is to amend Article XXXI. Overlay Zoning Districts and Regulations, Division 8., Lower Jefferson Avenue Urban Corridor Overlay District, Section 45-3161.1, Signs.

The purpose of the change is to allow a shopping center sign in the Lower Jefferson Avenue Urban Corridor Overlay District for the Brooks Crossing development between 29th and 33rd Streets. (See Appendix A-1.)

The Lower Jefferson Avenue Urban Corridor Overlay District regulations prohibit freestanding and temporary signs. While this regulation achieves the design objective for the commercial properties along Jefferson Avenue, it did not anticipate construction of commercial uses further off Jefferson Avenue as has now been accomplished with the new Jim's Market and associated commercial space in Brooks Crossing. The amendment proposes to allow one (1) freestanding sign for the building housing Jim's Market and other tenants. All other buildings will continue to be permitted building signs only, as has been the case since the regulations were adopted.

This development is the only commercial property in the Lower Jefferson Avenue Urban Corridor Overlay without direct frontage on Jefferson Avenue. Therefore, the possibility of a proliferation of freestanding signs along the corridor is negligible. (See Appendix A-2.)

On July 20, 2016, the Regulations Committee reviewed and recommends approval of the above referenced amendment.

STAFF RECOMMENDATION

It is recommended that the City Planning Commission recommend to City Council adoption of the Zoning Ordinance text amendment ZT-16-381.

CPC RECOMMENDATION

On August 3, 2016, the City Planning Commission voted unanimously (9:0) to recommend adoption of the zoning text amendment to the City Council.

APPENDIX

A-1 BROOKS CROSSING MASTER PLAN

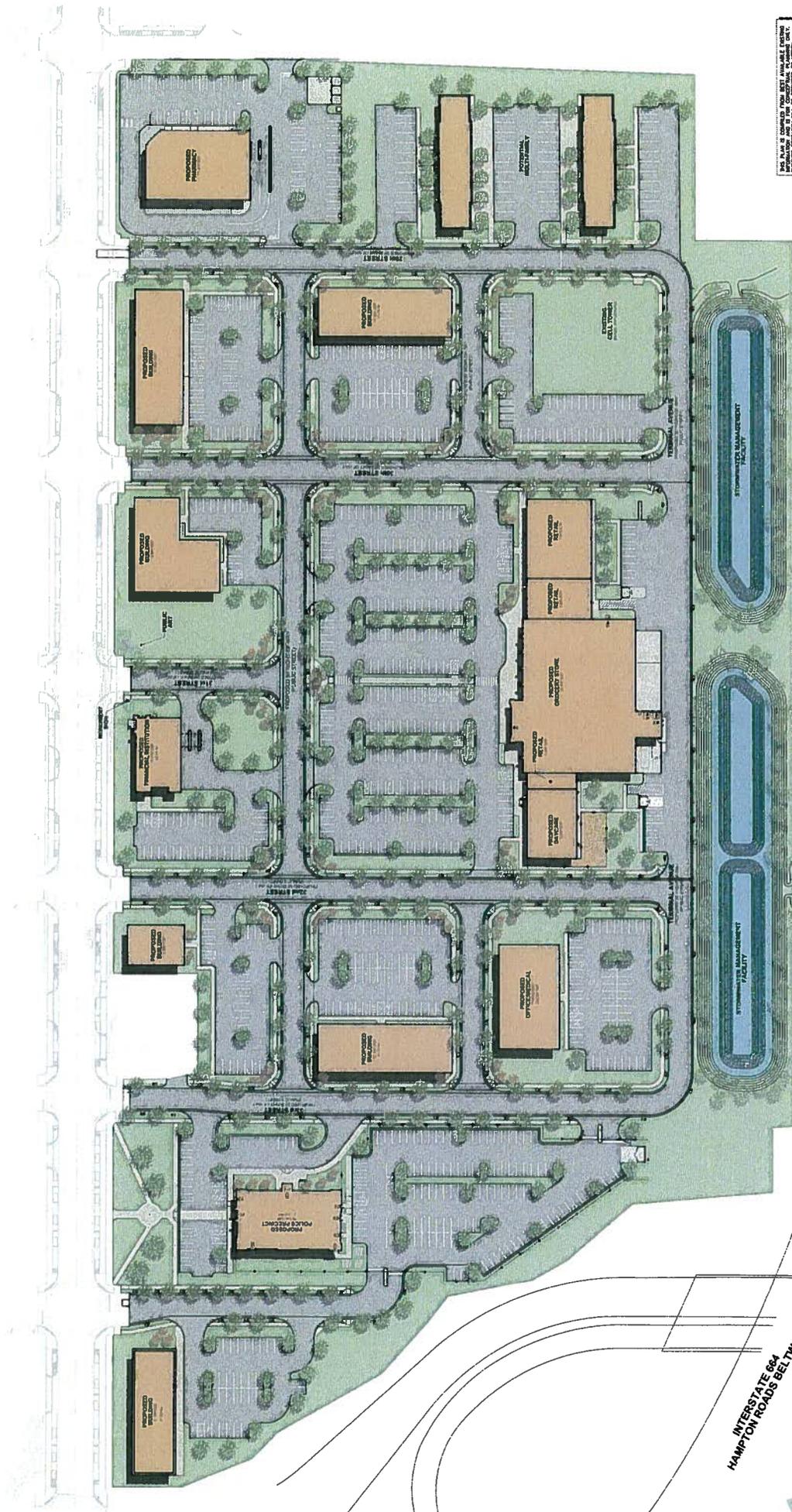
A-2 LOWER JEFFERSON AVENUE URBAN CORRIDOR OVERLAY DISTRICT

A-3 ARTICLE XXXI. OVERLAY ZONING DISTRICTS AND REGULATIONS, DIVISION 8., LOWER JEFFERSON AVENUE URBAN CORRIDOR OVERLAY DISTRICT, SECTION 45-3161.1, SIGNS

A-4 EXCERPTS FROM THE CITY PLANNING COMMISSION MINUTES OF AUGUST 3, 2016

Brooks Crossing
Newport News, Virginia

Overall Conceptual Site Plan
Southeast Commerce Center Associates, LLC
August 13, 2015

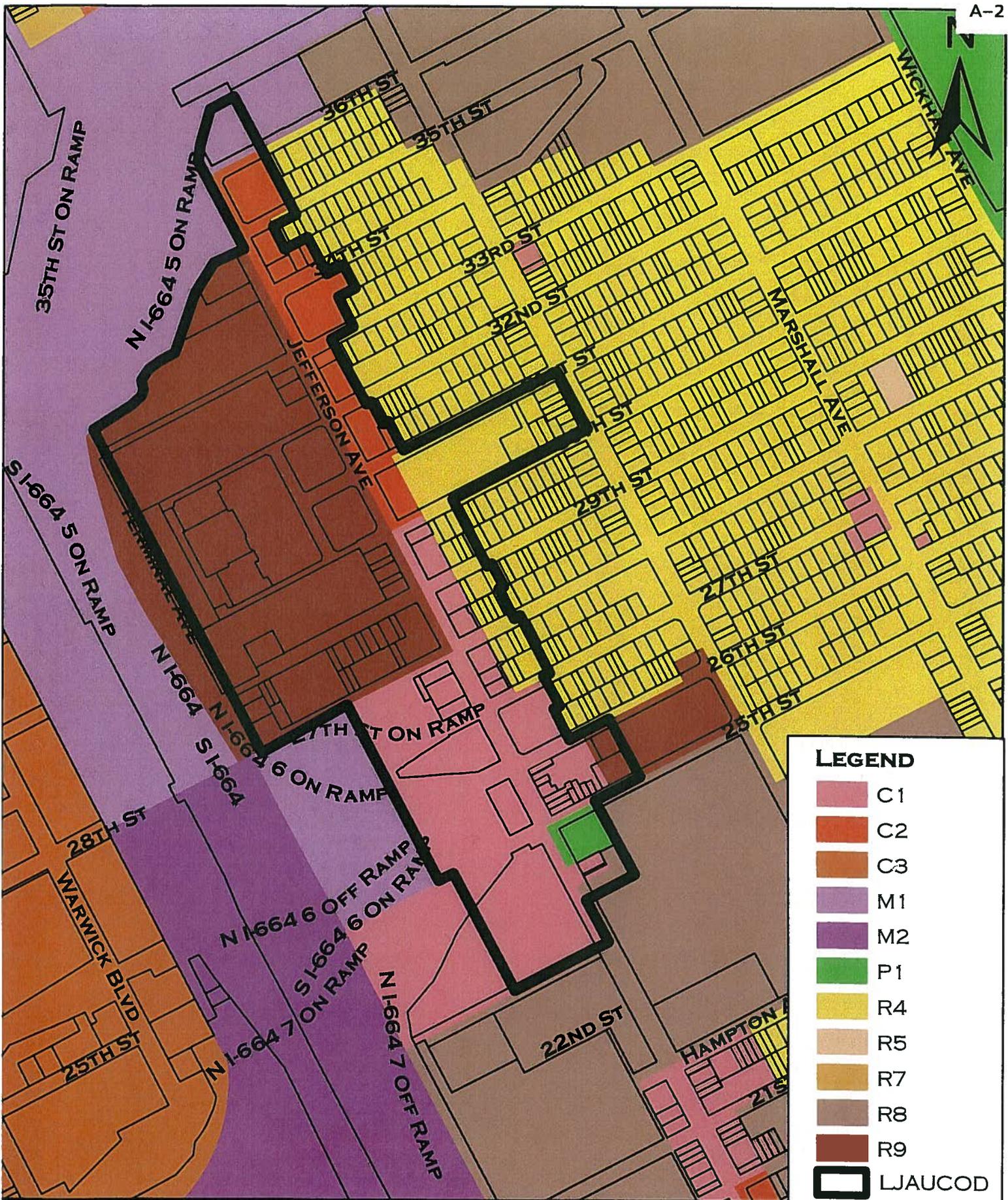


THIS PLAN IS COMPILED FROM BEST AVAILABLE EXISTING INFORMATION AND IS NOT A GUARANTEE OF ACCURACY. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND DATA. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.



INTERSTATE 64
HAMPTON ROADS BELTWAY





LOWER JEFFERSON AVENUE URBAN CORRIDOR OVERLAY DISTRICT

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 45, ZONING ORDINANCE, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE XXXI., OVERLAY ZONING DISTRICTS AND REGULATIONS, DIVISION 8., LOWER JEFFERSON AVENUE URBAN CORRIDOR OVERLAY DISTRICT, SECTION 45-3161.1, SIGNS.

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

That Chapter 45, Zoning Ordinance, of the Code of the City of Newport News, Virginia, Article XXXI., Overlay Zoning Districts and Regulations, Division 8., Lower Jefferson Avenue Urban Corridor Overlay District, Section 45-3161.1, Signs, be, and the same hereby is, amended and reordained, as follows:

CHAPTER 45**ZONING ORDINANCE****ARTICLE XXXI. OVERLAY ZONING DISTRICTS AND REGULATIONS****DIVISION 8. LOWER JEFFERSON AVENUE URBAN CORRIDOR OVERLAY DISTRICT****Section 45-3161.1. Signs.**

(a) Prior to review and the issuance of a sign permit by the director of codes compliance, all ~~building~~ signs shall be submitted to and approved by the director of planning. The submission shall include: sign design, location, dimensions of the proposed signs, a drawing to a readable scale, colors, and a description of the sign materials and method of illumination.

(b) Signs permitted in the district shall be those set forth in Chapter 33.01, Newport News City Code, except those specifically prohibited by this chapter.

(c) Portable and freestanding signs are prohibited, except as provided in (d) below.

(d) A shopping center of fifty thousand (50,000) square feet or greater of gross leasable area developed in the Lower Jefferson Avenue Urban Corridor Overlay District without frontage on Jefferson Avenue and developed pursuant to an approved master plan as required in Section 45-3161, shall be allowed one (1) freestanding sign on a sign parcel adjacent to Jefferson Avenue.

Such sign shall be no more than ten (10) feet in height and eighty (80) square feet in area.

(e) For the purposes of this article, a sign parcel shall be defined as an individually, legally created parcel in the Lower Jefferson Avenue Urban Corridor Overlay District designed to be used exclusively for construction of a freestanding sign.

EXCERPTS FROM PLANNING COMMISSION MINUTES

August 3, 2016

ZT-16-381, City of Newport News. Requests an amendment to the Zoning Ordinance pertaining to a freestanding sign in the Lower Jefferson Avenue Urban Corridor Overlay District (Section 45-3161.1).

Claudia Cotton, Manager of Current Planning, presented the staff report (copy attached to record minutes).

Ms. Willis stated in the plans that we see, there are five other buildings that are not on Jefferson Avenue. She stated the way this is written, they would not be allowed a sign on Jefferson Avenue. Ms. Cotton stated that is correct, but they would be able to have building signage. Ms. Willis asked if they would be able to rent a space on the sign for the shopping center. Ms. Cotton stated she does not believe the ordinance would allow that. She stated it does not contemplate that there would be space available for lease on the sign. Ms. Cotton stated it is essentially a sign for any buildings 50,000 square feet or larger in gross leasable area.

Ms. Austin asked what is the purpose of denying signage for these other buildings that are part of that structure, and clearly much smaller in square feet than what was just described. She stated they would be blocked by the buildings that are right at the street. Ms. Cotton stated any of the businesses in that building will be allowed to be on the sign because it is for the shopping center, and the 50,000 square feet or more refers to the entire shopping center.

Mr. Carpenter stated he thinks part of the explanation is that when they did the original overlay, this property and all of the properties underneath it being redeveloped, or will be redeveloped, or envisioned to be redeveloped in an urban style where the buildings are up closer to the street. He stated in the rendering, it shows a suburban development with a suburban shopping center with substantial parking in front and the buildings pushed back. Mr. Carpenter stated as recently envisioned, the buildings would be right against the street and then have no signage on the street. He stated we are trying to make amends for that. Ms. Cotton stated it was not anticipated in the original ordinance.

There being no questions or comments, Mr. Carpenter opened and closed the public hearing.

Mr. Mulvaney made a motion to recommend approval of zoning text amendment ZT-16-381 to City Council, as recommended by staff. The motion was seconded by Ms. Willis.

Vote on Roll Call

For: Jones, Simmons, Mulvaney, Austin, Willis, Groce, Maxwell, Fox, Carpenter

Against: None

Abstention: None

The Planning Commission voted unanimously (9:0) to recommend approval of zoning text amendment ZT-16-381 to City Council.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 45, ZONING ORDINANCE, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE XXXI., OVERLAY ZONING DISTRICTS AND REGULATIONS, DIVISION 8., LOWER JEFFERSON AVENUE URBAN CORRIDOR OVERLAY DISTRICT, SECTION 45-3161.1, SIGNS.

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

That Chapter 45, Zoning Ordinance, of the Code of the City of Newport News, Virginia, Article XXXI., Overlay Zoning Districts and Regulations, Division 8., Lower Jefferson Avenue Urban Corridor Overlay District, Section 45-3161.1, Signs, be, and the same hereby is, amended and reordained, as follows:

CHAPTER 45

ZONING ORDINANCE

ARTICLE XXXI. OVERLAY ZONING DISTRICTS AND REGULATIONS

**DIVISION 8. LOWER JEFFERSON AVENUE URBAN
CORRIDOR OVERLAY DISTRICT**

Section 45-3161.1. Signs.

(a) Prior to review and the issuance of a sign permit by the director of codes compliance, all ~~building~~ signs shall be submitted to and approved by the director of planning. The submission shall include: sign design, location, dimensions of the proposed signs, a drawing to a readable scale, colors, and a description of the sign materials and method of illumination.

(b) Signs permitted in the district shall be those set forth in Chapter 33.01, Newport News City Code, except those specifically prohibited by this chapter.

(c) Portable and freestanding signs are prohibited, except as provided in (d) below.

(d) A shopping center of fifty thousand (50,000) square feet or greater of gross leasable area developed in the Lower Jefferson Avenue Urban Corridor Overlay District without frontage on Jefferson Avenue and developed pursuant to an approved master plan as required in Section 45-3161, shall be allowed one (1) freestanding sign on a sign parcel adjacent to Jefferson Avenue. Such

sign shall be no more than ten (10) feet in height and eighty (80) square feet in area.

(e) For the purposes of this article, a sign parcel shall be defined as an individually, legally created parcel in the Lower Jefferson Avenue Urban Corridor Overlay District designed to be used exclusively for construction of a freestanding sign.

Adopted by City Council on October 26, 2010

E. Public Hearings

4. Ordinance Authorizing the Vacation of a Portion of 29th Street at Jefferson Avenue (Brooks Crossing)

ACTION: A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING THE VACATION OF A 36,800-SQUARE-FOOT PORTION OF 29TH STREET AT JEFFERSON AVENUE.

BACKGROUND:

- In order to help facilitate the next phase of development in the Brooks Crossing Project, a portion of 29th Street at Jefferson Avenue needs to be vacated.
- Information regarding vacating the relevant right-of-way has been circulated for interdepartmental review, to which no objections were noted.
- The requested vacation will allow continuous advancement of infrastructure improvements in this area of the southeast community.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

CM Memo re Vacating Portion of 29th St. at Jefferson Ave.

Brooks Crossing Vacation of 29th St at Jefferson Ave.

sdm14629 Ord Vacating a Portion of 29th St

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

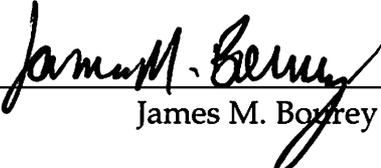
September 7, 2016

TO: The Honorable City Council
FROM: City Manager
SUBJECT: Brooks Crossing Project Site - Vacation of a Portion of 29th Street

The Brooks Crossing Project Site is an approximately 29.129-acre site in the Southeast Community generally bounded by 35th Street, 28th Street, Jefferson Avenue and Terminal Avenue. In order to help facilitate development of the property during the next phase of the Project, a certain 36,800-square-foot portion of 29th Street will need to be vacated. For your convenience of reference, please see the attached plat created for the Department of Engineering by VHB Transportation, Land Development and Environmental Services. Information regarding the proposed vacation has been circulated to all appropriate departments and no objections were noted.

Council's approval of the requested vacation will allow the Newport News Economic Development Authority (EDA) to continue to advance the development of infrastructure improvements in the referenced area, which includes street reconstruction, undergrounding of utilities and streetscaping, providing new sidewalks, lighting and landscaping.

I recommend City Council approve the Ordinance prepared and provided to you by the City Attorney's Office authorizing the vacation of the referenced portion of 29th Street, as outlined, and authorize me to execute any documents necessary to effectuate the transaction.

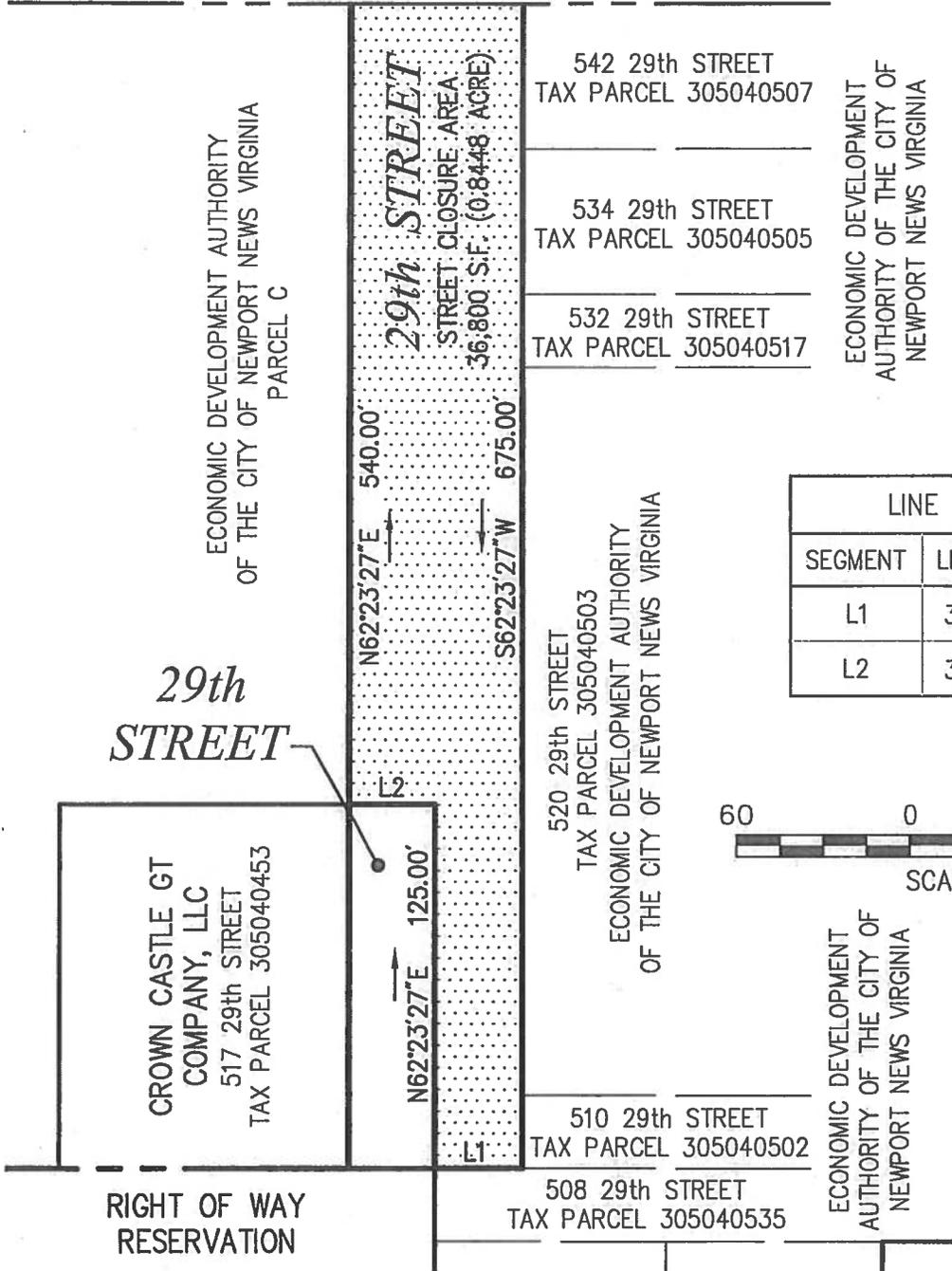
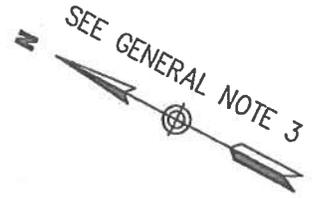

James M. Bourey

JMB:tcf

Attachment

cc: Florence G. Kingston, Director, Department of Development

MATCHLINE - SEE SHEET 1



LINE DATA TABLE		
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L1	30.00'	N27°36'33"W
L2	30.00'	N27°36'33"W



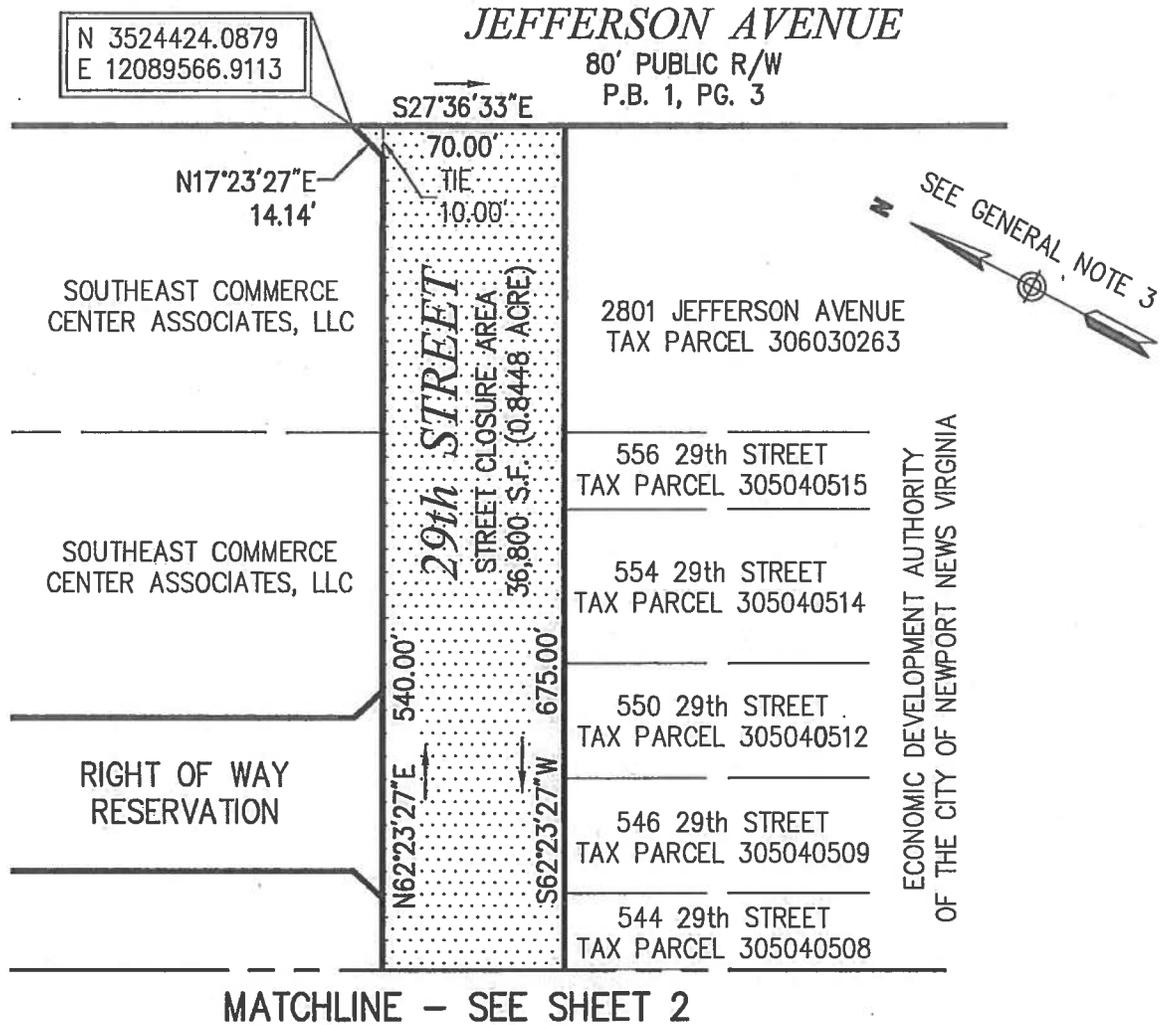
Sheet 2 of 2



Transportation, Land Development and Environmental Services
Two Columbus Center, 4500 Main Street
Suite 400, Virginia Beach, Virginia 23462
Phone 757/490-0132 • Fax 757/490-0136

Exhibit Showing Right of Way Vacation
Portion of 29th Street
West of Jefferson Avenue
City of Newport News, Virginia

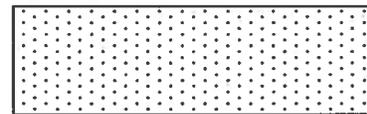
Date	07/13/16
Scale	1" = 60'
VHBCad File Name	33530st-close2
Project Number	33530.00



General Notes

1. THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL FIELD SURVEY BY VHB, INC. AND FROM DEEDS AND PLANS OF RECORDS.
2. PROPERTY LIES IN FLOOD ZONE X SHOWN ON FIRM COMMUNITY NUMBER 510103 0181D DATED 12/9/14
3. MERIDIAN SOURCE: VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83 (NSRS2007)

Area Table



TOTAL AREA OF STREET CLOSURE
36,800 S.F. (0.8448 ACRE)



Sheet 1 of 2



Transportation, Land Development and Environmental Services
Two Columbus Center, 4500 Main Street
Suite 400, Virginia Beach, Virginia 23462
Phone 757/490-0132 • Fax 757/490-0136

Exhibit Showing Right of Way Vacation
Portion of 29th Street
West of Jefferson Avenue
City of Newport News, Virginia

Date	07/13/16
Scale	1" = 60'
VHBCad File Name	33530st-close2
Project Number	33530.00

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF THAT CERTAIN STREET KNOWN AS 29TH STREET IN THE CITY OF NEWPORT NEWS, VIRGINIA, AS DESCRIBED HEREIN.

WHEREAS, the City Council has been requested to consider, and the City Manager has recommended, a proposal to discontinue and vacate a portion of 29th Street in the City of Newport News (the "City") as described in this ordinance; and

WHEREAS, Virginia Code Section 15.2-2006 establishes the authority of the Council of the City to vacate public rights-of-way; and

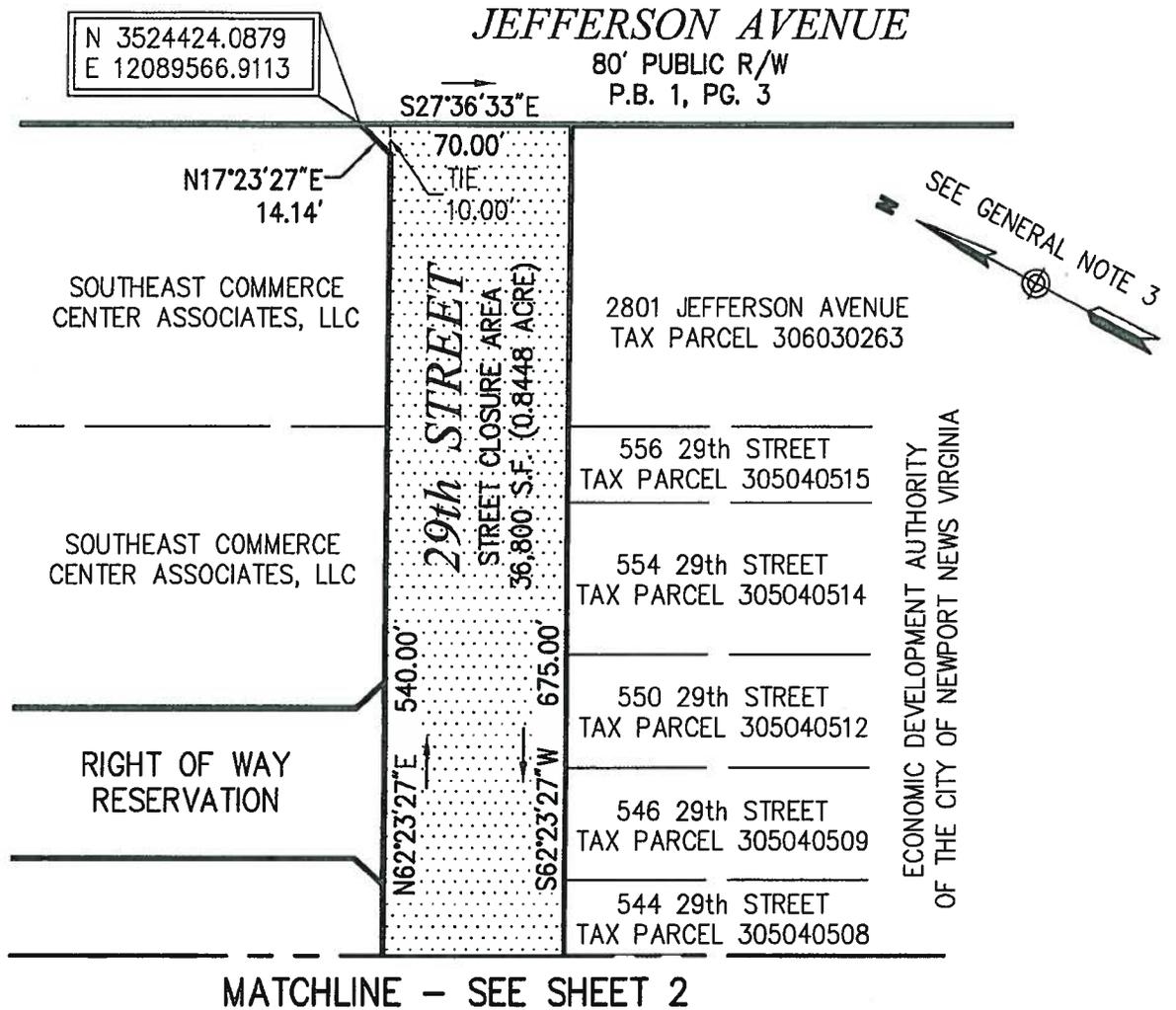
WHEREAS, the notice of the proposed action has been published pursuant to the statutory requirements of Section 15.2-2006 of the Code of Virginia, 1950, as amended; and

WHEREAS, the procedures required by Section 15.2-2006 have been followed; and

WHEREAS, the Council of the City of Newport News, Virginia, is of the opinion that such vacating and closing would not result in any inconvenience and is in the interest of public welfare.

NOW, THEREFORE, BE ORDAINED by the Council of the City of Newport News, Virginia:

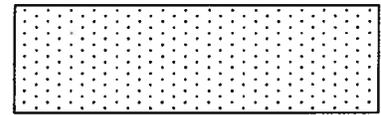
1. That it desires to, and hereby does, close, vacate and discontinue that certain portion of 29th Street from 675 feet southwest of its intersection with Jefferson Avenue to Jefferson Avenue, as shown on Exhibit A, consisting of two sheets, attached hereto and made a part hereof.
2. That the City Attorney is hereby directed to record a copy of this ordinance among the deeds and other records in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia.



General Notes

1. THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL FIELD SURVEY BY VHB, INC. AND FROM DEEDS AND PLANS OF RECORDS.
2. PROPERTY LIES IN FLOOD ZONE X SHOWN ON FIRM COMMUNITY NUMBER 510103 0181D DATED 12/9/14
3. MERIDIAN SOURCE: VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83 (NSRS2007)

Area Table



TOTAL AREA OF STREET CLOSURE
36,800 S.F. (0.8448 ACRE)



Sheet 1 of 2

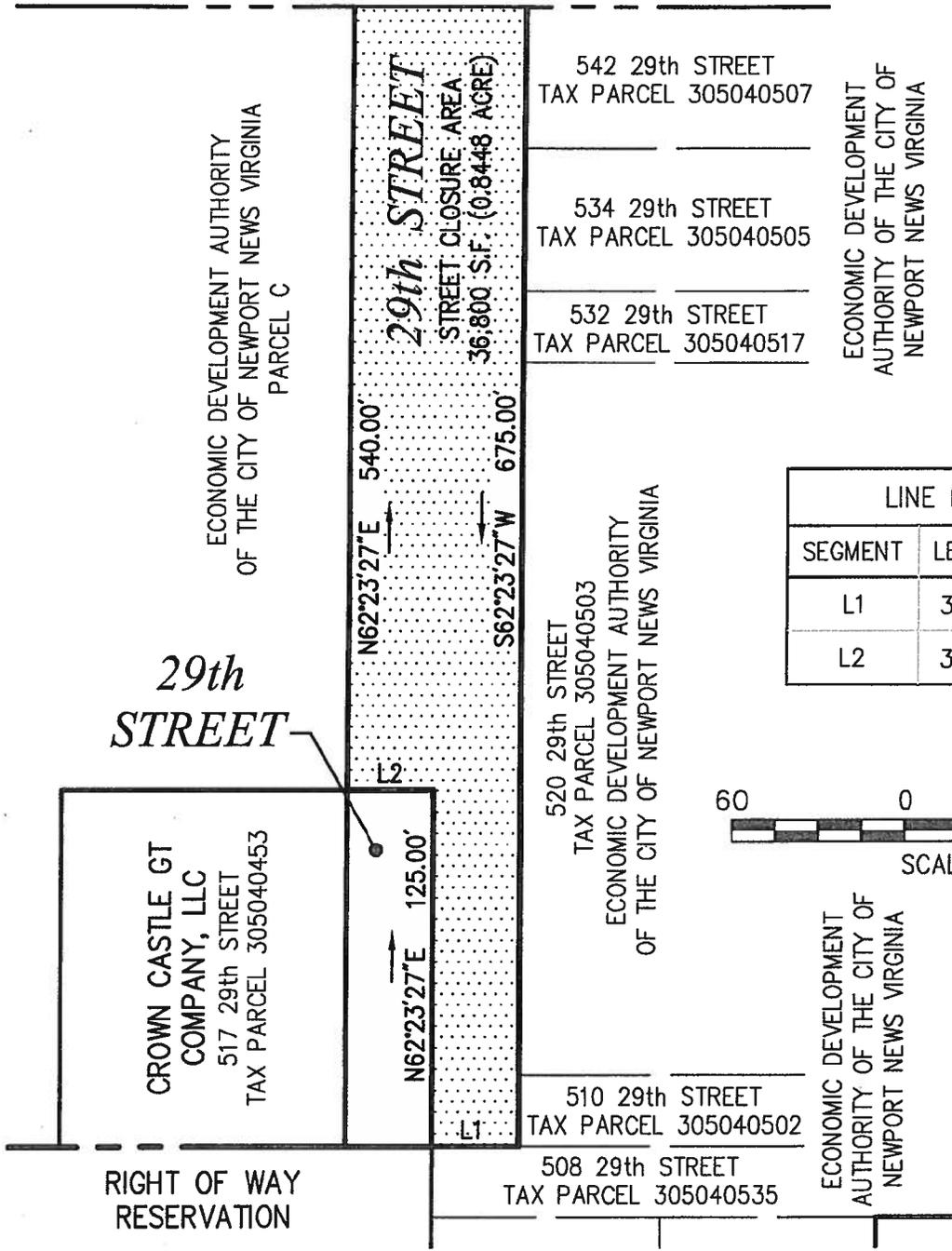
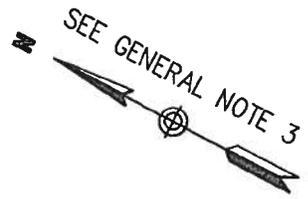


Transportation, Land Development and Environmental Services
Two Columbus Center, 4500 Main Street
Suite 400, Virginia Beach, Virginia 23462
Phone 757/490-0132 • Fax 757/490-0136

Exhibit Showing Right of Way Vacation
Portion of 29th Street
West of Jefferson Avenue
City of Newport News, Virginia

Date	07/13/16
Scale	1" = 60'
VHBCad File Name	33530st-close2
Project Number	33530.00

MATCHLINE - SEE SHEET 1



542 29th STREET
TAX PARCEL 305040507

534 29th STREET
TAX PARCEL 305040505

532 29th STREET
TAX PARCEL 305040517

ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF
NEWPORT NEWS VIRGINIA

ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF NEWPORT NEWS VIRGINIA
PARCEL C

29th
STREET

CROWN CASTLE GT
COMPANY, LLC
517 29th STREET
TAX PARCEL 305040453

RIGHT OF WAY
RESERVATION

520 29th STREET
TAX PARCEL 305040503
ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF NEWPORT NEWS VIRGINIA

510 29th STREET
TAX PARCEL 305040502

508 29th STREET
TAX PARCEL 305040535

ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF
NEWPORT NEWS VIRGINIA

LINE DATA TABLE		
SEGMENT	LENGTH	BEARING
L1	30.00'	N27°36'33"W
L2	30.00'	N27°36'33"W



Sheet 2 of 2



Transportation, Land Development
and Environmental Services
Two Columbus Center, 4500 Main Street
Suite 400, Virginia Beach, Virginia 23462
Phone 757/490-0132 • Fax 757/490-0136

Exhibit Showing Right of Way Vacation
Portion of 29th Street
West of Jefferson Avenue
City of Newport News, Virginia

Date	07/13/16
Scale	1" = 60'
VHBCad File Name	33530st-close2
Project Number	33530.00

E. Public Hearings

5. Ordinance Authorizing the City Manager to Execute a Settlement Agreement and Lease, both By and Between the City, and Virginia Hospitality Services, Inc., (Legends Grille) at Newport News Golf Club at Deer Run for the Operation of a Restaurant and Concessions

ACTION: A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT AND LEASE, BOTH BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND VIRGINIA HOSPITALITY SERVICES, INC. (LEGENDS GRILLE) AT NEWPORT NEWS GOLF CLUB AT DEER RUN FOR THE OPERATION OF A RESTAURANT AND CONCESSIONS.

BACKGROUND:

- In July 2012, the Pavilion at the Newport News Golf Club at Deer Run was destroyed by fire.
- At the time, Virginia Hospitality was under contract with the City to provide food and beverage catering services.
- Since the fire and without the rental of the Pavilion as a revenue source, they have struggled to meet their contracted payments and their lease expired in December 2015.
- The City advertised for a new food services contractor at the golf course and Virginia Hospitality responded.
- However, negotiation of a new contract while they are out of compliance with the current contract is an impediment to recommending them as the new food service contractor.
- It is recommended that the City grant some payment relief and consideration to Virginia Hospitality that would be incorporated as part of a new lease.

FISCAL IMPACT:

- The proposed action includes forgiveness of approximately \$20,000 owed to the City.
- The Lease would include a promissory note executed and recalculated at 4% which currently amounts to \$9,579.06 due to the City.

- The City Manager recommends approval.

ATTACHMENTS:

Description

CM Memo re Agrmnt & Lease to Legends Grille
sdm14637 Authorizing -Settlement Agreement and Lease

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

TO: Honorable City Council
FROM: The City Manager
SUBJECT: Lease between the City and Virginia Hospitality Services Inc./Legends Grille

In July, 2012, the Pavilion at the Newport News Golf Club was destroyed by fire. At that time, Virginia Hospitality - Legends Grill was under contract with the City and leasing the facility to provide food and beverage catering services. Since the fire and without the rental of the Pavillion as a revenue source, Virginia Hospitality/Legends has struggled to meet their contracted payments. The original [pre-fire] contract for the golf course food services was \$500 per month rent, plus additional rent that was calculated at 10% of their gross revenue. Following the fire, the City reduced the additional rent from 10% to 7%, beginning in January, 2013. This relatively small adjustment was based in part on the expectation that the large tent structure that the City purchased and put in place as a "temporary pavilion facility" would help mitigate the impact from the loss of the permanent pavilion.

After a couple of years of operating the temporary tent facility, and in hindsight, it is evident that this plan did not work out the way we had anticipated, and the food services revenues declined well beyond what was projected. Furthermore, at the time of the initial reduction to 7%, it was anticipated that a replacement permanent structure would be built much quicker than has actually been the case. It has now been four years since the fire, and the design for the replacement building is now in the final stages of completion. In the meanwhile, Virginia Hospitality Services, Inc./Legends has fallen behind in their payments, and their lease expired in December 2015. To their credit, and despite the revenue shortfall, the company has continued to provide an acceptable level of food service to our golfing clients.

That being said, Virginia Hospitality/Legends has responded to the *Request for Proposals* solicitation that we advertised to continue food service at the golf course, with the understanding that the pavilion is not included as part of the contract. In reviewing the proposals, it was the selection committee's view that Virginia Hospitality/Legends clearly has the best experience, understanding and skills necessary to provide the food and beverage services that are desired at the

golf course. However, negotiation of a new contract while they are out of compliance with the current contract is an impediment to recommending them as the new food services contractor.

In consideration of this information, it is recommended that the City grant some payment relief and consideration to Virginia Hospitality/Legends that would be incorporated as part of a new contract. In this regard, it is calculated that, if at the time of the fire we had lowered their percentage rate from 10% to 4% (instead of the noted 7%) to make up for the loss of business that they incurred with the loss of the pavilion, they would currently be in arrears \$2,426.11 instead of just over \$22,637.75 (as of December 31, 2015). The recalculated 4% (rather than the 7% we earlier enacted) seems more appropriate in light of the loss of the pavilion and the associated revenues.

To that end, and subject to your approval, I am recommending awarding Virginia Hospitality/Legends a new contract that stipulates the continuation of the \$500 in fixed rent and 4% (instead of 7%) of gross sales moving forward.

As an addendum to that contract, I am also recommending that \$20,211.64 of the past due payment on the previous contract be forgiven (which would be the case had we adjusted their payments to 4% instead of 7% when the Pavilion was no longer available). The new contract would include a promissory note executed for the recalculated 4% which currently amounts to \$9,579.06 (\$2,426.11 due at the end of 2015 and \$7,152.95 due for the first eight months of 2016).

It is further recommended that Virginia Hospitality/Legends be allowed to credit major kitchen equipment purchases or food services that the City would normally be required under the contract to pay for against the promissory note on a dollar-for-dollar basis.

I recommend approval of a contract with the aforementioned amendments.


James M. Bourey

JMB:MDP:kdo

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, A CERTAIN SETTLEMENT AGREEMENT AND LEASE, BOTH BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND VIRGINIA HOSPITALITY SERVICES, INC., AND BOTH DATED THE 13TH DAY OF SEPTEMBER, 2016.

WHEREAS, the City Manager has recommended that the City of Newport News (the "City") lease space at Newport News Golf Club at Deer Run for the operation of a restaurant and concessions (the "Project"); and

WHEREAS, the City has received proposals from prospective vendors and advertised, as required by law, the proposal to lease space for this Project; and

WHEREAS, the City Manager has recommended to the City Council that a lease for this Project be awarded to the current operator of the Project, Virginia Hospitality Services, Inc ("VHS"); and

WHEREAS, VHS and City desire to settle a dispute as to rent owed under the previous lease for this Project, said dispute arising because of the destruction by fire of a pavilion on the premises.

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

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Settlement Agreement by and between the City of Newport News, Virginia, and Virginia Hospitality Services, Inc., dated the 13th day of September, 2016, a copy of which is attached hereto and made a part hereof.

2. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Lease by and between the City of Newport News, Virginia, and Virginia Hospitality Services, Inc., dated the 13th day of September, 2016, a copy of which is attached hereto and made a part hereof, contingent upon Virginia Hospitality Services, Inc. first executing the aforesaid Settlement Agreement and either paying the City the amount due therein or executing a Promissory Note for the same.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the **CITY OF NEWPORT NEWS, VIRGINIA**, and **VIRGINIA HOSPITALITY SERVICES, INC.**, as of September 13, 2016.

RECITALS

I. The Parties and The Agreement of Lease

1. The City of Newport News, Virginia, hereinafter “the City,” is a municipal corporation organized and existing under the laws of the Commonwealth of Virginia. It owns the Newport News Golf Club at Deer Run, located in Newport News, Virginia.

2. Virginia Hospitality Services, Inc., hereinafter “VHS” is a corporation organized and existing, under the laws of the Commonwealth of Virginia. Its principal place of business is 901 Clubhouse Way, Newport News, Virginia 23608.

3. By Agreement of Lease dated October 27, 2009, hereinafter “the Lease,” City leased to VHS certain premises at the Newport News Golf Club at Deer Run, which are more particularly described in the aforementioned Lease (“the Premises”), and which included the use of a pavilion.

4. The pavilion referred to in the Lease was destroyed by a fire in July of 2012.

5. The Lease had an initial term of November 15, 2009, through December 31, 2012, and provided for renewal for an additional three (3) year term, upon consent of the City Council.

6. By a Renewal of Lease dated October 9, 2013, the City and VHS renewed the Lease for a three year term from January 1, 2013 to December 31, 2015, and, in recognition of the loss of the pavilion, reduced the percentage rent component from 10% of gross sales to 7% of gross sales, effective January 1, 2013, until such time as the pavilion was replaced and made available to VHS for use. The pavilion has not yet been replaced.

7. VHS continued its tenancy through the end of the renewal term, and has continued to

occupy and operate on the Premises as a holdover tenant since January 1, 2016.

II. The Dispute

8. Section 19 of the Lease provides that the City is under no obligation to rebuild or repair the pavilion in the event of substantial damage thereto. After the destruction of the pavilion by fire in July of 2012, VHS requested that City renegotiate and reduce the rent for the Lease, and City agreed to do so, via the Renewal of Lease referenced in paragraph 6 above.

9. Subsequent to the execution of the Renewal of Lease, it became apparent that the reduction of the percent rent component to 7% was inadequate to account for the loss of business attributable to the loss of the pavilion and VHS requested that the City further reduce the rent.

10. The City did not further reduce the rent during the term of the Lease, and a replacement pavilion was not constructed and made available to VHS for its use. VHS fell into arrears with its rental payments, but continued to provide service at the Premises.

11. The Parties desire to resolve their differences pertaining to the amounts owed under the Lease without resorting to litigation. Both the City and VHS enter into this Agreement without making, directly or indirectly, any admission of law or fact in any pending or future litigation, but rather with the sole purpose of resolving their differences and avoiding the cost and inconvenience of litigation.

TERMS AND CONDITIONS

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the City and VHS agree as follows:

12. Had the percent rent component of the Lease been reduced to 4% of gross sales as of January 1, 2013, VHS would be \$2,426.11 in arrears through December 31, 2015. This sum does not include late penalties or delinquent rental payments for the holdover period.

13. On or before October 1, 2016, VHS agrees to pay to the City the sum of

\$9,579.06. The City agrees accept said payment in satisfaction of VHS' obligation to pay unpaid rent and late fees for the period beginning on January 1, 2013 and ending on August 31, 2016.

14. In lieu of the cash payment required by paragraph 13 of this Agreement, VHS may execute, and the City agrees to accept, a promissory note in the amount of \$9,579.06 plus interest in satisfaction of VHS' obligation to pay as described in Paragraph 13. A copy of the note is attached hereto as Exhibit A.

15. If VHS chooses to execute the note described in paragraph 14 of this Agreement, the City agrees that VHS may earn credit against the amount owed pursuant to the note by providing food service for City sponsored events or by making "qualifying improvements" to the Premises. "Qualifying improvement" means a substantial improvement or renovation to the Premises, including equipment purchases, that VHS is under no obligation to provide pursuant to the terms of any lease with the City. Whether any improvement constitutes a "qualifying improvement," and the amount of credit to be received therefor, shall be determined by the City Manager in his sole reasonable discretion. VHS shall submit a written proposal with respect to any such improvement prior to actually performing the work, for review by the City Manager and his determination hereunder. Any qualifying improvement made hereunder shall become the property of the City.

16. The City and VHS each hereby warrant, represent and acknowledge that it has the right and authority to execute this Agreement and to receive the consideration given therefor; that is has not sold, assigned, transferred, conveyed or otherwise disposed of any of the rights covered by this Agreement; that the consideration received by it for this Agreement is fair, reasonable, and just and constitutes lawful consideration supporting the execution of this Agreement; that through its duly authorized representative, it has read all provisions of this Agreement in full, has had an opportunity to review those provisions with its attorney, and understands them and voluntarily agrees to be bound thereby; and that it is entering into this Agreement based solely and exclusively upon

its or its counsel's own analysis of the facts and information of which it or its counsel is independently aware and not based upon or in reliance upon any statements or representations of the other party (except to the extent such statements or representations are fully and expressly set forth herein).

17. This Agreement compromises and resolves disputes between the parties and was reached by the parties to avoid future costs and to eliminate the uncertainty of litigation. Nothing contained in this Agreement shall constitute an admission of liability or of fact by any of the parties.

18. No provision of, or breach or default under, this Agreement shall be deemed waived by course of conduct of any other party, and the failure of either of the parties to insist upon strict adherence to any term of this Agreement shall not constitute a waiver of any right arising hereunder or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of any provision of, or breach or default under, this Agreement, to be valid, must be in writing and signed by the party to be charged with such waiver and must state that it is intended to constitute a waiver of such provision, breach or default. No such waiver shall be deemed a waiver of any subsequent breach or default of the same or a similar nature.

19. This Agreement may not be modified, amended, supplemented or canceled except by a written agreement signed by the parties or their respective successors or assigns.

20. This Agreement contains the entire agreement and understanding among and between the parties hereto with respect to the dispute, as described in Paragraphs 8 through 11 hereof, and supersedes and replaces all prior understandings and agreements both written and oral with respect thereto. This Agreement shall not be construed to affect the obligations created by the Lease, except to the extent provided by Paragraph 13 of this Agreement.

21. This Agreement shall be governed by the laws of Virginia.

22. Each of the parties agree to cooperate in executing any and all supplementary

documents and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to this Agreement.

23. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

24. The parties agree that this Agreement is the product of a negotiation between the parties. In the event of a dispute concerning the interpretation of this Agreement or any of its terms or provisions, the Agreement shall be deemed to have been drafted jointly by all parties.

25. The parties hereto do not intend by any provision hereof to create any third party beneficiaries, nor to confer any right or benefit upon any person or entity not a signatory to this Agreement.

26. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when fully executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

27. The descriptive headings contained herein are solely for convenience, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

28. The provisions of this Agreement are not severable. If any of the provisions hereof is found by a court of competent jurisdiction to be invalid, unconstitutional or otherwise unenforceable, then this Agreement shall be void.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement as of the day and year first above written, their officers having first been duly authorized to do so.

CITY OF NEWPORT NEWS, VIRGINIA

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

VIRGINIA HOSPITALITY SERVICES, INC.

By: _____
President/Vice President

sdm14639



PROMISSORY NOTE

Virginia Hospitality Services, Inc., promises to pay to the order of the **City of Newport News, Virginia**, the sum of \$9,579.06, said sum being due and payable in full on or before August 31, 2019, and payable without offset at the City of Newport News Department of Parks, Recreation and Tourism, 700 Town Center Drive, Suite 320, Newport News, Virginia 23606, with interest at 4.25% per annum beginning October 1, 2016 until such time as the indebtedness is paid in full. Payments and credits under this note will be applied first to accrued interest, then to principal.

The undersigned reserves the right to prepay this note in whole or in part at any time without penalty.

Presentation, demand, protest, notices of dishonor and protest, the benefits of homestead exemptions and all defenses and pleas on the ground of any extension or extensions of the time of payment or of the due dates of this note, in whole or in part, before or after maturity, with or without notice, are hereby waived by the maker and by any and all endorsers, sureties, guarantors and obligors hereof, it being further agreed that the undersigned will pay any collection expenses, court costs, and attorney's fees, in the amount of twenty percent (20%) of the sum due hereon, which may be incurred in the collection or enforcement of this note or any part hereof.

Given under the hand and seal of its duly authorized officer and agent this ____ day of _____, 2016, by Virginia Hospitality Services, Inc.

Virginia Hospitality Services, Inc.

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ as _____, of Virginia Hospitality Services, Inc..

Notary Public

My commission expires: _____
Registration No. _____

THIS AGREEMENT OF LEASE, made this 13th day of September, 2016, by and between **CITY OF NEWPORT NEWS, VIRGINIA** (hereinafter called "Landlord" or "City"), and **VIRGINIA HOSPITALITY SERVICES, INC.**, a Virginia corporation, (hereinafter called "Tenant" or "VHS"):

W I T N E S S E T H:

1. Premises. Landlord hereby leases and demises unto Tenant, and Tenant hereby takes and leases from Landlord, certain premises known as the restaurant area in the Deer Run Clubhouse consisting of approximately 2,209 square foot, as shown on "Exhibit A" attached hereto and made a part hereof, the entire second floor of the Clubhouse consisting of approximately 3,196 square feet, a storeroom in the golf cart building consisting of approximately 1,250 square feet as shown on "Exhibit B", attached hereto and made a part hereof, and the tenth tee snack bar area, consisting of approximately 5,586 square feet (including a building of approximately 1,500 square feet, as shown on "Exhibit C", attached hereto and made a part hereof (hereinafter called "demised premises").

2. Term.

(a) The term of this Lease shall be for a period of three years, to commence on September 1, 2016, and shall end on August 31, 2019, unless previously terminated in accordance with the terms herein.

(b) Landlord is providing Tenant with a temporary tent facility for its use while Landlord pursues the construction of a pavilion facility to replace the pavilion that was destroyed by fire in July of 2012. In the event the construction of the new pavilion facility is completed before the expiration of this Lease, Landlord, in its sole discretion, shall have the option of either (i) terminating this Lease by providing thirty (30) days written notice of that effect to Tenant, or (ii)

renegotiating the terms of this Lease with Tenant and increasing the rental rate to include the newly constructed pavilion.

3. Construction of the Demised Premises. It is understood and agreed to by Landlord and Tenant that Tenant is accepting the demised premises in its present condition. In the event Tenant chooses not to use the tenth tee snack bar, it shall, for the month of April through October, keep one additional snack and beverage cart in operation than would otherwise be required; however, in no event shall more than two (2) carts be required at any time. If Tenant desires to make any improvements to the demised premises, the improvements shall be done at Tenant's sole cost and expense. If any improvements will affect the building structurally, Tenant will obtain prior written permission from the Landlord to make such structural improvements. Any other improvements to the building, even though they may not affect it structurally, will require approval by the city manager or his designee prior to the commencement of same.

4. Purpose. The demised premises shall be used for the purpose of conducting therein a restaurant, snack bar and catering business. Tenant covenants and agrees that all times during the term hereof (i) Tenant will actively conduct such a business in the demised premises and keep the demised premises open for business during customary business hours (not less than eight (8) hours per day, Sunday through Saturday) of the golf course as currently established or as may be amended by Landlord and (ii) the demised premises shall be used only for the said purpose. At a minimum, Tenant will provide for breakfast and lunch service. Tenant shall also provide mobile snack bar and beverage cart services to accommodate seasonal play. Such mobile snack bar and beverage cart services shall be in operation no less than seven (7) days a week; from June 1st through August 31st the cart service shall be operated from 9:00 a.m. through 7:00 p.m., and for the months of May and

September 9:00 a.m. through 5:00 p.m. Two mobile snack bar and beverage carts shall be operated on Friday, Saturday and Sunday from May through September. At least one cart will be operated on Friday, Saturday and Sunday during the months of March, April, October and November. Exact hours and days may be modified with prior permission of the Landlord. Tenant will be permitted to close its restaurant facility for up to one week per Lease year, between mid-January and mid-February for maintenance purposes. In the event that Tenant closes for maintenance purposes as above provided, Tenant agrees that it will provide vending services for non-alcoholic beverages to golf course patrons during the period of closure. Tenant may prohibit its patrons from bringing outside food or beverages onto the demised premises as defined in paragraph 1.

5. Trade Name. Tenant agrees to operate its business under the trade name of VIRGINIA HOSPITALITY SERVICES, INC., and no other name, without the prior written consent of Landlord. Landlord and Tenant agree that Tenant owns the name VIRGINIA HOSPITALITY SERVICES, INC., and any other trade name that Tenant uses with Landlord's prior written consent.

6. Definition of "Term" and "Lease Year". Except where the context clearly requires otherwise, the word "term", whenever used in this Lease with reference to the term hereof, shall be construed to include any renewal term, as well as the original term. The words "Lease year", as used in this Lease, shall be construed to mean each twelve (12) month period commencing on (i) the commencement of the term if the term begins on the first day of a month, or (ii) the first day of the month following commencement of the term if the term does not begin on the first day of a month; provided, however, that the period of the term, if any, beginning after the end of the last full twelve (12) month lease year of this Lease shall be deemed to be a Lease year even though it comprises less than twelve months.

7. Rent.

(a) Landlord reserves, and Tenant covenants to pay to Landlord at the Department of Parks, Recreation and Tourism, Fountain Plaza Two, 700 Town Center Drive, Suite 320, Newport News, Virginia, 23606, or to any other location requested by Landlord in writing, without right of offset, without prior demand therefor being made, the rent for the demised premises, and for the rights herein granted Tenant, a minimum rental (hereinafter referred to as "minimum rent") of: (i) from September 1, 2016, through August 31, 2019, Five Hundred Dollars (\$500.00) per month (or a portion thereof for a fraction of a month) in advance on or before the first day of each and every month during the term hereof; plus (ii) a sum (hereinafter referred to as "percentage rent") equal to four percent (4%) of all "gross sales" (as hereinafter defined). Percentage rent shall be paid by Tenant to Landlord, without prior demand therefor being made, on or before the 15th day of each month for the prior month's gross sales, in respect of which percentage rent is due in accordance with the provisions of this Lease.

(b) Security Deposit: No security deposit is required.

(c) [Intentionally left blank.]

(d) Wherever it is provided in this Lease that Tenant is requested to make any payment to Landlord, other than minimum rent or percentage rent, such payment shall be deemed to be additional rent and all remedies applicable to the nonpayment of rent shall be applicable thereto. Minimum rent, percentage rent and additional rent shall be paid without counterclaim, setoff, deduction or defense.

8. Gross Sales Defined. The term "gross sales" as used in this Lease, means the amount of all sales whether cash, credit, or C.O.D., of whatever character (including, but not being limited

to, merchandise and service of all kinds and nature) made in, on, from or through the demised premises and tent (including sales made from or through vending machines) by Tenant or any other occupant of the demised premises or tent, less: (a) all credits, refunds, allowances and discounts granted to customers in respect of said sales and (b) all excise or sales taxes, if any, which are levied or imposed by governmental authority upon or in connection with said sales, if a specific record of such taxes is made at the time of each sale and said taxes are separately charged to and collected by Tenant from its customers. Tenant covenants and agrees not to divert sales, directly or indirectly, from the demised premises or tent to any other place of business.

9. Statements of Gross Sales.

(a) Within fifteen (15) days after the end of each calendar month during the term, Tenant shall deliver to Landlord without demand, a statement signed and certified by Tenant (if Tenant is a corporation or partnership, signed and certified by one of Tenant's officers or general partners, as appropriate) to be true and correct, showing the gross sales made during such month. Within thirty (30) days after the end of each Lease year, Tenant shall deliver to Landlord, without demand, a statement, signed and certified as above to be true and correct, showing the gross sales made during such Lease year, and within four (4) months after the end of each Lease year, Tenant shall deliver to Landlord, without demand, a confirmatory (or amended, if necessary) statement certified by a Certified Public Accountant, stating the total amount of Tenant's gross receipts for the previous Lease year. In no event shall Landlord be construed or held to be a partner or an associate of Tenant in the conduct of its business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of its business.

(b) In addition to any and all other remedies provided in this Lease and/or by law

and/or by equity, Tenant agrees to pay Landlord a flat sum of Fifteen Dollars (\$15.00) each and every time Tenant does not furnish Landlord with Tenant's monthly or annual statement of gross sales as required and within the time specified in this paragraph 9.

10. Tenant's Records. Tenant covenants that it will keep and maintain on the demised premises complete books and records in which it will promptly and accurately record all gross sales. At Landlord's request, Tenant shall make such books and records available for inspection on the demised premises at all reasonable times during the term and the year next following the expiration thereof, and Landlord and its representatives shall be accorded all reasonable help and cooperation from Tenant in connection with each such inspection. In the event any payment is made by Tenant which, upon a subsequent examination of Tenant's books, is found to be erroneous, the parties hereto agree that they will promptly adjust the error through an appropriate credit, payment or refund, as the circumstances may require. If such examination discloses that the amount of gross sales actually made by Tenant for the period of time covered by such examination was greater than the amount previously reported as made by Tenant for such period of time, Tenant shall pay to Landlord the reasonable cost of such audit (in addition to the additional percentage rent); otherwise Landlord shall pay the cost of such examination.

11. Late Payments. Tenant covenants and agrees to pay interest at the rate of ten percent (10%) per annum, payable monthly or One Hundred and 00/100 Dollars (\$100.00), whichever is greater, on all rents (including minimum rent, percentage rent and additional rent) and all other sums due under this Lease from the time said rents or sums accrue if they are not paid by the fifteenth day of each month, Landlord expressly reserving all other rights and remedies provided herein or by law in respect thereto. Tenant further agrees to pay (or to reimburse Landlord promptly if Landlord

elects to pay) any and all attorney's fees and court costs incurred in connection with the collection of delinquent rents and/or any enforcement of any Lease provisions due Landlord under this Lease.

12. Leasehold Taxes. Tenant covenants and agrees to pay all taxes and assessments levied and assessed upon the leasehold, i.e. the demised premises.

13. Trade Fixtures. Tenant agrees, at its own cost and expense, to fixture the demised premises with trade fixtures. Unless otherwise agreed by the parties, all trade fixtures installed in the demised premises by Tenant shall remain Tenant's property; provided, however that nothing herein shall be deemed to affect Landlord's remedy of distraint. Tenant agrees to repair (or to reimburse Landlord for the cost of repairing) any damage to the demised premises and the tent occasioned by the installation or removal of said trade fixtures. The term "damage" as used in this section does not include normal wear and tear from the routine operation of a food services business.

14. Utilities. Landlord will provide electric, water, sewerage and other utilities to the Premises.

15. Common Areas. Tenant, its customers, employees and invitees shall have the right to use and enjoy, in common with Landlord and other Tenants and their customers, employees, and invitees, the parking areas, approaches, entrances, exits and roadways and all other areas of the clubhouse and golf course intended for use by Landlord, Tenants and their customers, employees and invitees (hereinafter collectively called the "Common Areas") which Landlord agrees to provide for the reasonable operation of the golf course. It is expressly understood that the Common Areas are intended primarily for the use by customers of the restaurant and golf course, and Tenant accordingly agrees that its employees will not use the Common Areas for the parking or storage of any automobile, truck or any other vehicle owned or used by any of its employees, except as may be

approved in writing by Landlord. In order to assist Landlord in the enforcement of the provisions of this paragraph, Tenant agrees that within ten (10) days after being requested to do so, Tenant will furnish Landlord a written statement containing the names of all employees, agents and representatives employed by Tenant in or about the demised premises, and the license numbers of all vehicles owned or used by Tenant or said employees, agents or representatives. Landlord covenants that, at all times during the term, it will maintain the Common Areas in a good condition of repair and adequately lighted and paved, and that there will be at least the minimum number of parking spaces sufficient to satisfy governmental requirements at the time of the date of this Lease. Anything in this paragraph to the contrary notwithstanding, Landlord expressly reserves the right, from time-to-time, to construct buildings and/or enlarge existing buildings on or over the Common Areas so long as the required number of minimum parking spaces shall be available.

16. Landlord's Repairs and Right of Entry. Landlord covenants that it will, with reasonable dispatch after being notified in writing by Tenant of the need thereof, make such repairs to the Common Areas and outside utility lines and to the exterior of the demised premises, including the roof, gutters, downspouts and outside walls, including all exterior glass and doors, and to the clubhouse HVAC system, ceiling tiles, and light replacement, but excepting kitchen lighting, as may be necessary to keep the same in a good condition of repair; provided, however, that if the need for such repair is occasioned by a casualty resulting from negligence or willful act of Tenant, or any of its agents, employees, invitees or contractors, such repairs shall be made by Landlord, but the cost of such repairs shall be charged to and be promptly paid for by Tenant subject to Tenant being given credit for any money Landlord actually receives in respect to such damage from its insurance. Anything in the foregoing to the contrary notwithstanding, Landlord shall have no liability

whatsoever for damage or injury to person or property occasioned by its failure to make any such repair (e.g., injury damage to property resulting from leaks caused by a defect in the roof, outside walls, gutters and/or downspouts) unless, within a reasonable time after being notified in writing by Tenant of the need therefor, Landlord shall have failed to make such repair and such failure shall not have been due to any cause beyond Landlord's control, including, without limitation, strikes and/or inability to obtain materials and/or equipment at reasonable prices. Landlord, its agents, employees and contractors, shall have the right, from time-to-time, to enter and use insofar as may be necessary the demised premises for the purpose of making any of the aforesaid repairs. Tenant shall not be entitled to any reduction in rent or to any claim for damages by reason of any inconvenience, annoyance, and/or injury to business arising out of any repairs made by Landlord pursuant to this paragraph.

17. Tenant's Repairs. Tenant covenants that it will, at all times during the term and at its own cost and expense, keep the interior of the demised premises (including, without limitation, all kitchen and counter equipment, cabinetry, and fixtures; sound systems; cable systems; interior doors and locks and associated mechanisms; toilets not accessible to common areas; pipes; plumbing; sewer; wires and conduits; electric and gas lines; interior windows, doors and glass; all fixtures; fire suppression lines and fixtures; equipment and all other components or parts of the demised premises which Landlord has not expressly agreed to maintain or repair) in a good and safe condition of repair and in good working order (making such renewals and replacements as may be necessary). Tenant understands and agrees that it (not Landlord) shall be responsible for any damage caused by condensation in or around the duct work used for heating and/or air conditioning within the demised premises. Tenant covenants that it will, at all times during the term and at its own cost and expense,

repair or replace any and all damages to the demised premises and Common Areas when damage arises out of the use of the demised premises or Common Areas.

18. Tenant's Care and Maintenance of Demised Premises, including Patio Seating Area, etc. Tenant covenants and agrees that it will, at all times during the term hereof, keep the demised premises and all other areas used for food services by Tenant, including the patio adjoining the demised premises, and the tent, clean and free from obstruction, rubbish, dirt, snow and ice. Tenant shall place all trash, rubbish and garbage in a proper closed receptacle and shall pay all costs incident to the removal thereof. In addition, Tenant covenants and agrees that it will, at all times during the term and at its own cost and expense, clean and maintain the demised premises including, but not limited to, vacuuming, general cleaning, carpet cleaning and stain removal, interior window/glass cleaning, and furniture repair and cleaning.

19. Tent Use and Maintenance.

(a) Landlord shall provide a tent for Tenant's joint use with Landlord. However, Landlord shall be under no obligation to rebuild or repair the tent in the event substantial damage (man-made or natural) is caused thereto. The determination of what constitutes substantial damage is to be made solely by Landlord. Use of the tent shall be scheduled through Tenant. Landlord shall possess certain rights and privileges for use of the clubhouse and tent as outlined in paragraph 56.

(b) Tenant covenants that it will, at all times during the term, and at its own cost and expense, keep the interior and exterior of the tent in a good and safe condition of repair and in good working order.

(c) Tenant covenants that it will, at all times during the term and at its own cost and expense, repair or replace any and all damages to the tent when damage arises out of its use of

the tent.

20. Tenant's Failure to Repair and Remove Debris, etc. Tenant agrees that if it fails to perform any obligation placed upon it by either paragraph 16, 17, or 18 of this Lease, Landlord, in addition to other remedies provided by law and/or this Lease, may correct (or have corrected) the default at the cost and expense of Tenant.

21. Miscellaneous Covenants of Tenant. Tenant covenants that: it will comply with all Federal, State and municipal laws, ordinances and regulations relating to its business conducted in the demised premises and in the tent; it will not use the name of the golf course for any purpose other than as the address of its business to be conducted in the demised premises; it will not use, or permit to be used, the demised premises or tent for any illegal or immoral purpose; it will conduct its business in such manner as will be in keeping with the character and reputation of the golf course; it will provide a reasonable selection of quality food services and varied menu fare; it will maintain a valid Virginia Alcoholic Beverage Control license for the restaurant, tent and golf course for the duration of the Lease term; it will maintain a valid Health Department Restaurant Permit; it will comply with all reasonable rules and regulations promulgated from time-to-time by Landlord for the operation and advertising of the golf course; it will not, without the prior written consent of Landlord (which shall not be unreasonably withheld), cause or allow any advertising sign to be erected, installed, painted, displayed or maintained on the tent or on the exterior of the building of which the demised premises constitute a part; it will keep all signs installed (with the consent of Landlord) on the exterior of the building of which the demised premises constitute a part, freshly painted, in good repair and operating condition at all times; it shall not open or operate directly or indirectly a similar business within two (2) miles of the demised premises; it will not use the sidewalks of the golf

course for business purposes; it will not without the prior written consent of Landlord; (i) make any alteration to any structural portion of the demised premises or the tent, and (ii) hold a fire, bankruptcy, going-out-of-business or auction sale; and it will permit Landlord or his representatives (i) to enter the demised premises during the last twelve (12) months of the term for the purpose of exhibiting the demised premises to prospective Tenants, and (ii) to place a "For Rent" sign in a front show window during such period of time.

22. Insects and Rodents. Tenant covenants that it will, at its own expense, take such steps as shall be necessary to keep the demised premises and tent free of termites, roaches, rodents, insects and other pests and that it will save Landlord harmless from any damage caused thereby.

23. Damage by Vandals. Notwithstanding paragraph 15, if the doors, roof, window frames, glass or any part of the exterior of the demised premises or the tent are damaged by persons breaking, or attempting to break, into the demised premises or the tent, or by vandals, Tenant covenants to repair immediately, at its own expense, any and all such damage.

24. Fire Hazard. Tenant covenants that, without the prior written consent of Landlord, it will not do anything which will increase the rate of fire insurance on the building of which the demised premises constitute a part, and that if such consent is given, Tenant will pay Landlord the amount of the increase in the cost of such insurance, as and when the premiums become due.

25. Care of Roof. Tenant agrees that it will not (directly or by sufferance) place any materials or debris on the roof of the tent or on the roofs of the buildings of which the demised premises constitute a part, or cut, drive nails into, or otherwise mutilate the roofs or penetrate the roofs in anyway without prior consent of Landlord, that it will keep the roofs free of all debris, and that it will keep any gutters and downspouts free of trash, leaves and gravel.

26. Condition on Termination. Tenant covenants that it will, upon the expiration or earlier termination of this Lease, (a) deliver up to Landlord, peaceably and quietly, the demised premises in the same good condition they are now in or shall hereafter be placed, ordinary wear and tear and damage by casualty within the coverage of a standard fire insurance policy with extended coverage, excepted, and (b) remove its trade fixtures and/or signage from the demised premises (unless it is then in default hereunder, in which event it will not be permitted to effect such removal) and to repair promptly any damage caused by such removal.

27. Improvements to Become Landlord's. Tenant agrees that all additions and other improvements installed in the demised premises and in the tent by it, including, without limitation, all electric wiring, electric fixtures, air conditioning systems, show window reflectors, screens, screen doors, awnings, awning frames and floor coverings (including carpeting but excepting rugs) shall immediately become the property of Landlord, and shall not be removed by Tenant at the expiration or earlier termination of this Lease, unless Tenant is requested to do so by Landlord, in which event Tenant agrees to do so and to repair promptly any damage caused by any such removal.

28. Indemnification and Release.

(a) Tenant agrees that it will defend, indemnify and hold Landlord harmless from any and all injury, death, or damage to person or property in, on or about the demised premises and the portion of Common Areas adjoining the demised premises; and in or about the tent (arising out of Tenant's use thereof); including, without limitation, all costs, expenses, claims or suits, including reasonable legal expenses in connection with defending against any such actions, arising in connection therewith; provided, however, that this clause shall not apply to injury or damage caused by Landlord's own willful act or Landlord's failure to commence making any repair (which Landlord

has herein agreed to make) within a reasonable time after Tenant's written notice of the need, therefor. It is the intention and agreement of the parties that Landlord, except as otherwise provided herein, shall not be liable for any personal injuries or damage to the Tenant or its officers, agents, employees, invitees and all persons having business with the Tenant or to any other persons or to any occupant of any part of the demised premises and the tent and Tenant agrees to take such reasonable steps as may be necessary to safeguard its employees, agents, invitees and all persons having business with the Tenant at all times during the term of this Lease including, without limitation, during periods of repair.

(b) Tenant and all those claiming by, through or under Tenant shall store their property in, and shall occupy and use the demised premises and tent and any improvements therein and appurtenances thereto and all other portions of the golf course, solely at their own risk, and Tenant and all those claiming by, through or under Tenant hereby release Landlord, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising, directly or indirectly, out of or from or on account of such occupancy and use, or resulting from any present or future condition or state of repair thereof. Landlord shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any loss of life, bodily or personal injury or damage or property or business, or for business interruption, that may be occasioned by the acts, omissions or negligence of any other persons or any other tenants or occupants of any portion of the golf course. Landlord shall not be responsible at any time for any defects, latent or otherwise, in any buildings or improvements at the golf course or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Landlord be responsible

or liable at any time for loss of life, or injury or damage to any person or to any property or business of Tenant, or those claiming by, through or under Tenant, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the demised premises and the tent or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any buildings or improvements at the golf course, including the demised premises and the tent and the equipment, fixtures, machinery, appliances or apparatus therein.

29. Evidence of Insurance. Prior to the delivery of possession of the demised premises to Tenant, Tenant shall provide Landlord evidence satisfactory to Landlord (i) that fire, casualty and worker's compensation policies in amounts and in form and content satisfactory to Landlord have been issued by a company or companies satisfactory to Landlord and will be maintained throughout the course of Tenant's work and for the term of this Lease, at Tenant's cost and expense and (ii) that Tenant has complied with the comprehensive liability insurance requirements set forth in paragraph 29 hereof.

30. Tenant's Liability Insurance. Tenant will, at all times commencing on the date of delivery of possession of the demised premises to Tenant, at its own cost and expense, carry with a company or companies, satisfactory to Landlord, comprehensive liability insurance including public liability and property damage, in a form satisfactory to Landlord, on the demised premises and adjoining Common Areas and the tent, with the combined single liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, which insurance shall be written or endorsed so as to protect Landlord as an additional insured. The coverage of the policy shall specifically include all activities of the tenant, its agents, employees, invitees, and patrons at the golf course, including

its use of the tent, banquet room, adjacent patio and roving cart. The Tenant agrees that the above stated limits and coverages are minimum limits and coverages, and that Tenant shall provide such additional insurance as set forth above, in such amounts and against such risk as may be required in the Landlord's sole but reasonable judgment, to equal the amounts and types of coverages carried by prudent owners and operators of properties similar to the restaurant and grill. Tenant shall increase such limits at its discretion or upon reasonable request of Landlord but not more often than once every five (5) years and such increases shall not be in excess of generally accepted standards in the industry. The policy or policies shall contain a provision insuring Tenant against all liability which Tenant might have under the foregoing indemnity provisions. It is further understood and agreed that, for the duration of this Lease, Tenant, at its expense, shall insure all plate glass at the demised premises naming the Landlord as the loss payee on such policy. Tenant covenants that certificates of all of the insurance policies required under this Lease, and their renewal or replacement, shall be delivered to Landlord promptly without demand upon the commencement of the term of this Lease and upon each renewal of the insurance. Such policy or policies shall also provide that it shall not be canceled nor shall there be any change in the scope or amount of coverage of the policy without thirty (30) days prior written notice to Landlord. If same is not provided within ten (10) days after demand, Landlord is authorized to secure such policy from such companies as it deems appropriate and collect from Tenant in such a manner as it deems appropriate the cost of the premium.

31. Fire Insurance. Tenant covenants that it will keep the demised premises and tent insured against damage by fire with "all risk" coverage in an amount not less than eighty percent (80%) of the replacement cost thereof. Such policy or policies shall name Landlord as additional insured.

32. Damage By Fire or Other Casualty. In the event the demised premises, or any part thereof, shall be damaged by fire or other casualty during the term, Landlord agrees that it will restore the demised premises, with reasonable dispatch, to substantially the same condition they were in prior to such damage, and if the demised premises are rendered wholly or partially untenable as a result of such damage, the minimum rental payable hereunder shall be equitably abated (according to the loss of use) during the period intervening between the date of such damage and the date the demised premises are restored. Anything in the foregoing to the contrary notwithstanding, if such damage occurs during the last two (2) years of the term, and if such damage exceeds fifty percent (50%) of the then insurable value of the demised premises, either Landlord or Tenant may terminate this Lease as of the date of such damage, by giving to the other written notice of its intention so to do within thirty (30) days after the date such damage occurs. If this Lease is so terminated, the rental payable hereunder shall be abated as of the date of such damage, and Tenant shall remove all of its property from the demised premises within thirty (30) days after the notice of termination is given.

33. Mechanic's Liens. Tenant shall not permit any mechanic's, materialman's or similar lien to stand against any portion of the demised premises, the tent, or the golf course for any labor performed or material furnished in connection with any work performed or caused to be performed by Tenant. If any such lien is filed against the demised premises, the tent or the golf course, Tenant shall discharge such lien by paying the amount secured thereby or providing a bond within twenty (20) days after it was filed and if Tenant fails to do so Landlord may discharge the lien without inquiring into the validity thereof and Tenant shall promptly reimburse Landlord for any amount so expended.

34. Condemnation. In the event that the whole of the demised premises are taken by the exercise of the power of eminent domain (or sold to the holder of such power, pursuant to a threatened taking) this Lease shall terminate as of the date of such taking. In the event any portion of the demised premises, or at least twenty percent (20%) in the aggregate, of the customer parking areas of the golf course, are taken by the exercise of the power of eminent domain (or sold to the holder of such power, pursuant to a threatened taking), this Lease may, at the option of Landlord or Tenant, be terminated by written notice given to the other within sixty (60) days after such taking or sale occurs. If this Lease is not so terminated, Landlord covenants that it will, at its own expense, promptly after the lapse of said sixty (60) days, repair such damage and do such work as may be required to repair and rebuild Tenant's building and/or the Common Areas, with the view to restoring the demised premises and/or the Common Areas as nearly as may be to the condition they were in immediately prior to such taking: provided, however, that whether or not this Lease is so terminated, the minimum rental payable hereunder shall be equitably abated (according to the loss of use) from the date of such taking. Tenant shall have no right in or to the proceeds of any award made in any such condemnation.

35. No Representations by Landlord. Tenant agrees that Landlord has not made any representation, express or implied, with respect to Federal, State or municipal laws or ordinances applicable to the demised premises or the property of which the demised premises constitute a part (including, without limitation, laws or ordinances relating to zoning or fire walls), and Tenant shall not have the right to terminate this Lease, nor shall it be entitled to any abatement of rent payable hereunder or any claim for damages, in the event the demised premises cannot be used by Tenant, in whole or in part, for the purpose for which Tenant intends to use the same.

36. Assignment and Subletting. Tenant covenants that it will not assign this Lease, or sublet or permit any other person to occupy part or all of the demised premises, without Landlord's prior written consent. If Tenant is a corporation, the sale or encumbrance of a majority of its outstanding voting stock (whether in one transaction or as the result of more than one transaction) shall be deemed an assignment of this Lease. Likewise, if Tenant is a partnership, the sale or transfer of a majority of its partnership interests (whether in one transaction or as the result of more than one transaction) shall be deemed an assignment of this Lease. If, at any time during the term, Landlord has knowledge that a person, firm or corporation other than Tenant is in possession of the demised premises without the written consent of Landlord, Landlord may, at its option, at any time thereafter, by written notice to Tenant, accept and treat such person, firm or corporation in possession as the assignee or sublessee of Tenant, in which event both Tenant and such assignee or sublessee shall be obligated to observe and perform all the covenants, conditions and provisions herein contained provided, however, that nothing herein shall affect Landlord's other remedies for Tenant's default by wrongful assignment or subletting.

37. Additional Activities of Tenant. Landlord, acting through its Director of Parks, Recreation & Tourism, may authorize activities by Tenant in addition to Tenant's food service and catering activities.

38. Waiver of Subrogation. All fire insurance, extended coverage and policies relating to other casualties, carried by any party to this Lease covering the demised premises and/or the contents thereof, shall expressly waive any right on the part of the insurer against any other party to this Lease, which right, is hereby expressly waived to the extent that such waiver is not prohibited by or violative of any such policy or does not otherwise cause a loss or reduction of coverage. The

parties to this Lease agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the party or parties in whose favor such waiver clause or endorsement runs pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated so to do.

39. Default and Remedies. In the event the business being conducted on the demised premises shall at any time be substantially terminated, or in the event Tenant shall default in the payment of any installment of rent herein reserved, or in the event Tenant shall default in the performance of any of the terms, covenants, conditions or provisions herein contained binding upon Tenant and such default shall not be remedied, within five (5) days after written notice thereof shall have been given by Landlord to Tenant, or in the event Tenant shall be adjudicated bankrupt or shall become insolvent or shall make a general assignment for the benefit of its creditors, or in the event a receiver shall be appointed for Tenant or a substantial part of its property and such receiver is not removed within five (5) days after appointment, Landlord shall have the right (in addition to all other rights and remedies provided by law) to reenter and take possession of the demised premises, peaceably or by force, to terminate this Lease and to remove any property therein, without liability for damage to, and without obligation to store, such property. In the event of such termination, Landlord may (but shall be under no obligation) relet the demised premises, or any part thereof, from time to time, in the name of Landlord or Tenant, without further notice, for such term or terms, on such conditions, and for such uses and purposes, as Landlord, in its discretion, may determine, and may collect and receive all rents derived therefrom and apply the same, after deduction of all appropriate expenses (including, without limitation, leasing commissions, the cost of readying the

demised premises for reletting; attorneys' fees and other costs of collection) to the payment of the rent payable hereunder, Tenant remaining liable for any failure to so relet the demised premises or any part thereof, or for any failure to collect any rent connected therewith.

40. Estoppel Certificate. Within ten (10) days after written request of Landlord, Tenant shall certify by a duly executed and acknowledged written instrument to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified by Landlord, as to the validity and force and effect of this Lease, as to the existence of any default on the part of any party thereunder, as to the existence of any offsets, counterclaims, or defenses thereto on the part of Tenant, and as to any other matters as may be reasonably requested by Landlord, all without charge and as frequently as Landlord deems necessary. Tenant's failure or refusal to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance or obligations hereunder, and (iii) that not more than one month's installment of minimum rent has been paid in advance of the due date.

41. [Intentionally left blank.]

42. Notices. Any notice herein provided or to be given to Landlord shall be deemed to be given if and when posted in United States certified mail, postage prepaid, addressed to Director of Parks, Recreation & Tourism, 700 Town Center Drive, Suite 320, Newport News, Virginia 23606, with a copy to the Director of Purchasing, 2400 Washington Avenue, Newport News, Virginia 23607-4300, and any notice herein provided for to be given to Tenant shall be deemed to be given if and when posted in United States certified mail, addressed to Tenant at the demised premises or, if Tenant be a corporation, to its registered agent. Personal delivery may be used in lieu of mailing.

43. Quiet Enjoyment. Subject to the terms, covenants and conditions set forth in this

Lease, and further subject to any mortgage or deed of trust to which this Lease is or shall be subordinate, Landlord covenants that Tenant shall have and enjoy quiet and peaceable possession of the demised premises during the term hereof.

44. Cablevision. Landlord shall arrange for a cable television line to be run to the clubhouse. Tenant shall be responsible for paying monthly service fees associated with cable television use.

45. Short Form Lease. The parties hereto agree that a short form Lease, of even date herewith, describing the demised premises, setting forth the term and referring to this Lease, shall, at the request of either party, be promptly executed and recorded (at the cost of the requesting party). This Lease may not be recorded.

46. Signs. Tenant shall have the privilege, subject to the prior written approval of Landlord of placing on the demised premises such signs as it deems necessary and proper in the conduct of its business, and in accordance with all applicable laws, ordinances and regulations, provided the Tenant pays all costs associated with the erection, maintenance and operation of any and all such signs. Tenant agrees to hold Landlord harmless from any and all losses, damages, claims, suits or actions for any damage, and insurance coverage for such signs shall be included in the general liability insurance requirements set forth in paragraph 29 hereof.

47. No Waivers. Any failure of either party hereto to insist upon strict observance of any covenant, provision or condition of this Lease in any one or more instances shall not constitute or be deemed a waiver, at that time or thereafter, of such or any other covenant, provision or condition of this Lease.

48. Pronouns. Every pronoun used in this Lease shall be construed to be of such number and gender as the context shall require.

49. Waiver of Homestead Exemption. Tenant waives the benefit of its homestead exemption as to this Lease.

50. Marginal Headings. The headings appearing in this Lease are intended only for convenience of reference, and are not to be considered in construing this instrument.

51. Successors and Assigns. This Lease and all the terms, covenants, conditions and provisions herein contained, shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and, if and when assigned in accordance with the provisions hereof, assigns.

52. Occupancy. If Tenant is unable to obtain possession of the demised premises at the beginning of the term hereof due to any act or condition such as construction delays, Landlord shall not be liable to Tenant or any other person, firm or corporation for any loss or damage resulting therefrom, and this Lease shall not be affected thereby in any way, but the rent payable hereunder shall be proportionately abated until the demised premises are available for occupancy by Tenant.

53. Broker's Commission. Tenant represents and warrants that it has incurred no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and to the extent permitted by law, each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim (including, without limitation, the reasonable cost of attorney's fees in connection therewith).

54. Hazardous Materials

(a) As used herein, the term "Hazardous Material" shall mean any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property, including all of those materials and

substances designated as hazardous or toxic by the city in which the premises are located, the U. S. Environmental Protection Agency, the Consumer Product Safety Commission, the Food and Drug Administration, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

(b) Tenant agrees not to introduce any Hazardous Material in, on or adjacent to the demised premises or the tent without (i) providing Landlord with thirty (30) days prior written notice of the exact amount, nature, and manner of such Hazardous Material, and (ii) complying with all applicable federal, state and local laws, rules, regulations, policies and authorities relating to the storage, use or disposal, and clean-up of Hazardous Materials, including, but not limited to, the obtaining of proper permits.

(c) Tenant shall immediately notify Landlord of any inquiry, test, investigation, or enforcement proceeding by or against Landlord or the demised premises or the tent concerning a Hazardous Material. Tenant acknowledges that Landlord, as the owner of the demised premises and tent, shall have the right, at its election, in its own name or as Landlord's agent, to negotiate, defend, approve, and appeal, at Tenant's expense, any action taken or order issued with regard to a Hazardous Material by an applicable governmental authority.

(d) If Tenant's storage, use or disposal of any Hazardous Material in, on or adjacent to the demised premises or tent results in any contamination of the demised premises or tent, the soil or surface or groundwater (i) requiring remediation under federal, state or local statutes, ordinances, regulations or policies, or (ii) at levels which are unacceptable to Landlord, in Landlord's reasonable judgement, Tenant agrees to clean-up the contamination. Tenant further agrees to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action,

costs, fees, including attorneys' fees and costs, arising out of or in connection with any clean-up work, inquiry or enforcement proceeding in connection therewith, and any Hazardous Materials currently or hereafter used, stored or disposed of by Tenant or its agents, employees, contractors or invitees on or about the demised premises and tent .

(e) Notwithstanding any other right of entry granted to Landlord under this Lease, Landlord shall have the right to enter the demised premises or to have consultants enter the demised premises through the term of this Lease for the purpose of determining: (1) whether the premises are in conformity with federal, state and local statutes, regulations, ordinances, and policies, including those pertaining to the environmental condition of the premises, (2) whether Tenant has complied with this paragraph 54, and (3) the corrective measures, if any, required of Tenant to ensure the safe use, storage and disposal of Hazardous Materials, or to remove Hazardous Materials. Tenant agrees to provide access and reasonable assistance for such inspection. Such inspections may include, but are not limited to, entering the demised premises or adjacent property with drill rigs or other machinery for the purpose of obtaining laboratory samples. Landlord shall not be limited in the number of such inspections during the term of this Lease. Tenant shall reimburse Landlord for the cost of such inspections within ten (10) days of receipt of a written statement therefore. If such consultants determine that the demised premises or tent are contaminated with Hazardous Materials, Tenant shall, in a timely manner, at its expense, remove such Hazardous Materials or otherwise comply with the recommendations of such consultants to the reasonable satisfaction of Landlord and any applicable governmental agencies. The right granted to Landlord herein to inspect the demised premises shall not create a duty on Landlord's part to inspect the demised premises, or liability of Landlord for Tenant's use, storage or disposal of Hazardous Materials, it being understood that

Tenant shall be solely responsible for all liability in connection therewith.

(f) Tenant shall surrender the demised premises and tent to Landlord upon the expiration or earlier termination of this Lease free of Hazardous Materials and in a condition which complies with all governmental statutes, ordinances, regulations and policies, recommendations of consultants hired by Landlord, and such other reasonable requirements as may be imposed by Landlord.

(g) Tenant's obligations under this paragraph 54 shall survive termination of this Lease.

55. Entire Agreement, Etc. This Lease and the Exhibits, Riders and/or Addenda, if any, attached and signed by the parties, set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. The City Manager has authority on behalf of the Landlord to agree to and sign any amendment. If any provision contained in a Rider or Addenda is consistent with a provision of this Lease, the provision contained in said Rider or Addenda shall supersede the Lease provision. This Lease shall be construed under the laws of the Commonwealth of Virginia and any litigation regarding any provision of this Lease shall be maintained in the Circuit Court for the City of Newport News, Virginia.

56. Events Sponsored by Landlord. Landlord reserves the right to hold "pot luck" activities and other similar events, and to utilize a third party to cater City sponsored events, including, but not limited to, the golf tournaments, held at the clubhouse (on either or both floors) and the tent and on the demised premises. Landlord shall be responsible for set-up and clean-up

fees, when Tenant performs such work.

57. Miscellaneous. Landlord has the right to contact, survey, and provide questionnaires to Tenant's customers and guests in order to assess the quality of services provided by Tenant. Upon request, Landlord will provide the responses thereto to Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

[Signature Pages Follow]

LANDLORD:

CITY OF NEWPORT NEWS, VIRGINIA

By: _____
City Manager

ATTEST:

City Clerk

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ and _____, as City Manager and City Clerk, respectively, of the City of Newport News, Virginia.

Notary Public

My commission expires: _____
Registration No. _____

APPROVED AS TO FORM:

City Attorney

TENANT:

VIRGINIA HOSPITALITY SERVICES, INC.

By: _____
President/Vice President

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____, of Virginia Hospitality Services, Inc..

Notary Public

My commission expires: _____
Registration No. _____

sdm14638

F. Consent Agenda

1. Minutes of the Work Session of August 9, 2016

ACTION: • N/A

BACKGROUND: • N/A

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Minutes of the Work Session of August 9, 2016

**MINUTES OF WORK SESSION
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE 10TH FLOOR CONFERENCE ROOM
2400 WASHINGTON AVENUE**

August 9, 2016

2:30 p.m.

PRESENT: Saundra N. Cherry, D. Min.; Marcellus L. Harris III; McKinley L. Price, DDS; Sharon P. Scott (arrived at 2:45 p.m.); Tina L. Vick; Dr. Patricia P. Woodbury (arrived at 3:05 p.m.); and Herbert H. Bateman, Jr.-----7

ABSENT: None-----0

OTHERS PRESENT: James M. Bourey; Collins L. Owens; Mabel Washington Jenkins; Cynthia Rohlf; Alan Archer; Lynn Spratley; Wanda Pierre; Lisa Cipriano; Florence Kingston; Paula Hirsh; Everett Skipper; Sheila McAllister; Claudia Cotton; Britta Ayers; Chris Morello; Reed Fowler; Cleder Jones; David Wilkinson; R.B. Alley; William E. Harrell; Samantha Sink; Dr. Nzinga Teule-Hekima; Karen Wilds; Jennifer Walker; RoShaundra Ellington; and Dave Ress

I. Zika Virus Update

Mr. James M. Bourey, City Manager, introduced Dr. Nzinga Teule-Hekima, MD, Director, Peninsula Health Center, to offer detailed information and precautions to take concerning the Zika Virus.

Dr. Teule-Hekima reported that the Zika Virus was closely related to viruses that caused Dengue, West Nile, and Yellow fevers as well as Japanese Encephalitis. The Zika Virus was transmitted by mosquitoes and the infection caused a “Zika fever” (a copy of presentation, “Preventing Zika Virus: An Overview”, is attached and made a part of these minutes).

Dr. Teule-Hekima advised that the primary hosts of the Zika Virus were monkeys and humans. She stated Zika could be transmitted by: 1) the bite of the Aedes mosquito species; 2) congenially (mother-to-child/pregnant woman to fetus); 3) through sexual contact; and 4) through blood transfusion from a Zika infected blood donor. The Zika fever affected approximately one in five people bitten by an infected mosquito. The incubation period was two to seven days. The most common symptoms included:

- Fever
- Maculopapular rash
- Joint pain
- Conjunctivitis (red eyes)
- Muscle pain
- Headache
- Death, although rare

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Dr. Teule-Hekima advised that a blood or urine test was taken to determine whether one was infected with the Zika Virus. The test could be administered through one's local health department who then coordinated with the Centers for Disease (CDC). There were different diagnostic tests available to help determine whether a person was infected with the Zika Virus. Healthcare providers were encouraged to contact their local health department to facilitate the testing.

Dr. Teule-Hekima stated there was no specific treatment for the Zika Virus; however, one should get plenty of rest, fluids and medicine to reduce fever and pain associated with the Zika Virus. The main treatment for the Zika Virus was to avoid getting it by protecting oneself from mosquito bites. During the first week of illness, the Zika Virus could be found in the blood and one had to avoid being bitten by a mosquito. Should a person with the Zika Virus be bitten by a mosquito, that mosquito would then become infected and could pass the infection on to others.

Dr. Teule-Hekima stated that the main concern associated with the Zika Virus was that it caused Microcephaly and other severe fetal brain defects in infants born to infected mothers. Microcephaly was defined by having a smaller than normal head or brain circumference. The prognosis varied depending on the severity of the Microcephaly.

Dr. Teule-Hekima noted vector control was needed to help eliminate the spread of the Zika Virus. She reported that prevention measures included:

- Wearing loose fitting clothing with long sleeves and pant legs
- Using insect repellent
- Utilizing screens/air conditioning
- Keeping doors closed
- Removing areas of standing water
- Avoiding travel to affected areas, especially if pregnant or planning to become pregnant
- Avoiding mosquito bites for three weeks when returning from a Zika-affected area
- Isolating oneself, if infected, to prevent spreading the virus to mosquitoes and others
- Educate yourself, your family, and your friends

Dr. Teule-Hekima noted steps that the Health Department took to fight the Zika Virus:

- Conducted surveillance for cases
 - To better understand transmission and the risks to pregnant women
 - To detect potential local transmission
 - Approving testing
- Conducted mosquito surveillance
 - Important to know what kinds of mosquitos were present in Virginia and where they were found

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- Educated the public
 - Citizen outreach presentations
 - Media campaigns
 - Educating Health Professionals
- Planned for management of locally transmitted cases
 - Developing guidelines to investigate locally transmitted cases and reduce spread of Zika in Virginia

Dr. Teule-Hekima stated that the Zika Virus was not spreading locally in Virginia. She stated 56 cases of the Zika Virus had been reported in the State of Virginia as of August 5, 2016, from travelers returning from areas where Zika Virus transmission was ongoing. The cases in Virginia were imported and travel related, but no transmission had occurred in Virginia. It was likely that more cases would be identified as additional travelers were tested.

Dr. Teule-Hekima cautioned that Zika could spread locally in Virginia. She stated that there was Continental U.S. local transmission. *Aedes aegypti* (Yellow fever) mosquitoes were found in Virginia and transmission could occur locally. *Aedes albopictus* (Asian tiger) mosquitoes could also transmit the disease. The likelihood of transmission depended on many environmental and societal factors, to include:

- Climate
- Travel, additional cases
- Public health actions
- Mosquito control

Dr. Teule-Hekima stated that citizens could contact the Virginia Department of Health and the Centers for Disease Control websites at www.ZikaVa.org and www.cdc.gov/zika for additional information concerning the Zika Virus. Newport News residents could contact the Peninsula Health Department at 757-594-7305.

Vice Mayor Vick inquired whether a person could go to the Peninsula Health Department if they suspected they were infected with the Zika Virus. Dr. Teule-Hekima replied that one's healthcare provider could call the Peninsula Health Department to arrange testing with the Virginia Department of Health and the CDC if they suspected that their patient was exhibiting Zika symptoms.

Councilwoman Cherry inquired whether the Peninsula Health Department would test someone automatically for Zika, if they exhibited symptoms. Dr. Teule-Hekima replied the person would be asked a number of questions, such as whether they had travelled to a Zika prone area to determine whether they needed to be tested for the Zika Virus. The symptoms would then be reviewed. There was a low threshold for those who had travelled.

Mayor Price inquired whether the Peninsula Health Department received federal aid to assist with prevention measures. Dr. Teule-Hekima replied that an update had been received as of Friday, August 5, 2016, noting they were going into a 12-week operational period, which corresponded with the end of the mosquito season. The State Health Commission was setting up an incident command system. She and her colleagues had briefed the Governor's Office and the Governor was communicating with the federal government. The Governor would declare a State of Emergency, should there be local transmission. Once that happened they would be able to acquire federal funding. State funding was available should the need arise to increase education.

City Manager Bourey questioned what would be an eligible expenditure to receive federal funding. Dr. Teule-Hekima replied that they were trying to determine the eligible expenditures to receive federal funding, but believed eligible expenditures would include testing that would bolster vector control. They would ensure that everyone had a Vector control plan. Funding would be used for additional staff or resources should local transmission occur.

Councilman Bateman inquired whether there was a certain temperature under which mosquitos could not survive. Dr. Teule-Hekima replied she did not know the exact temperature, but would get the information and provide it to Councilman Bateman.

Councilwoman Vick inquired whether any extra spraying was being done to eliminate mosquitos. Mr. Reed Fowler, Director, Department of Public Works, replied that targeted spraying occurred only in areas suspected of having a population of mosquitos greater than the threshold. Such populations did not necessarily have Zika bearing mosquitos.

Mayor Price inquired whether the military bases had increased their normal mosquito spraying. Mr. Fowler replied that the City did not use the assistance of the military, as the populations were not great enough to do so.

II. Hampton Roads Transit (HRT) Peninsula Fixed Guideway Study

City Manager Bourey advised that the Peninsula Corridor Study was being conducted by the Hampton Roads Transit (HRT). He stated the City was very interested in having the study done. State level approval had been gained, and HRT assisted financially with the Study. He introduced Mr. William E. Harrell, CEO, HRT, to provide the briefing.

Mr. Harrell thanked members of City Council for allowing him to speak. He introduced Ms. Samantha Sink, Transit Development Planner, HRT, who assisted with the briefing.

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Mr. Harrell stated the Peninsula Corridor Study was very important. They had sought state dollars to get the study done but were unsuccessful. Because of the importance of looking at high-capacity transit to support the Peninsula, HRT prioritized some of their federal funds to ensure that the Study could be conducted (a copy of the presentation, "Peninsula Corridor Study," is attached and made a part of these minutes).

Mr. Harrell advised that the Peninsula Corridor Study was managed by HRT in cooperation with the Cities of Newport News and Hampton to identify high capacity transit improvements that:

- Connected key destinations
- Supported and contributed to local land use plans
- Reduced travel time
- Were user friendly and easy to understand
- Boosted economic development
- Provided service that was equitable, inclusive, and cost effective

Mr. Harrell stated that the Study was built on previous studies that were done, such as the 2012 – 2017 HRT Transit Development Plan, the 2030 Framework for the Future, the HRTPO Long Range Transportation Plan 2034, etc. (a list of studies are noted in the presentation attached to these minutes). He stated the Study focused on fixed-guideway transit alternatives to support vitality and sustainability on the Peninsula: 1) Light Rail Transit (LRT); 2) Bus Rapid Transit (BRT); and 3) Streetcars.

Mr. Harrell advised that the Study included many opportunities for public involvement through:

- Committee Structure
- Public Meetings
- Social Media
- Newsletters
- Pop-up Meetings

Mr. Harrell introduced Ms. Sink to report on the purpose and need for the Study. Ms. Sink reported that the project began with the Foundation of Purpose and Need that defined the transportation problems and what could be fixed with chosen solutions. She stated the Purpose and Need guided the development and selection of transit improvements that best meet the needs of the community.

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Ms. Sink stated HRT asked elected officials, the general public, and City staff the following questions to determine the Purpose and Need:

- What they would like to see in terms of improved transportation services in Hampton and Newport News?
- What would be the most critical transportation challenges in Hampton and Newport News in the next 15 to 20 years?
- What role could transit play in helping to address those issues?
- In what ways could high capacity transit help to address future transportation needs?

Ms. Sink noted the preliminary themes which resulted from the discussion of the Purpose and Need:

- Transportation deficiencies due to roadway congestion and transit service was inadequate where one could not get from point A to point B
- Economic Development in how to lure and keep companies
- Sustainability and Quality of Life to ensure that people could age in place
- Growth in attracting and retaining young talent in the region
- Other

Ms. Sink noted the project schedule of public outreach and workshops for completion of the Study's Final Summary Report in July – August 2017 (see schedule in presentation attached to these minutes).

Ms. Sink stated the outcome of the Peninsula Corridor Study would determine:

- A plan prioritizing the strongest high capacity transit corridors on the Peninsula
 - Geographic corridor(s)
 - Transit mode
 - System definition
- A phased implementation plan that identified actions and responsibilities
- An assessment of the potential for funding through Federal, State, and Local sources

Ms. Sink noted the benefits of a successful high capacity transit system:

- Avoid congestion and offer a travel time advantage
- Was attractive and easy to use
- Supported and contributed to local land use plans and economic vitality
- Connected to key activity centers
- Improved quality of life, was equitable and transformational

- Effectively competed for federal transit funding such as the Capital Investment Grant, which was highly competitive. Roughly \$2 billion was appropriated each year. Demand for funds exceeded support. There were 65 current projects in the national pipeline. The Federal Transit Association provided one-half of the cost for a new project, with the locality or state paying one-half of the cost. Only the most cost effective projects obtained funding. Projects were ranked and rated against common criteria.

Ms. Sink noted the criteria and summary ratings that the FTA used to rank a project (see information in presentation attached to these minutes). She reiterated the project schedule and next steps beginning in March 2016 and moving forward, with the final report to be completed by July – August 2017.

Mr. Harrell stated that HRT planned to remain on schedule and meet with the various City Councils throughout the region. As they pursued the 18-month study, they planned to initiate a program called CONNECT Hampton Roads. He stated the big issue for the region was there was no dedicated service funding, or consistency of service. Other developed areas had transit from a defined period to an ending period; however, because there was no dedicated funding there was no consistent service across the region. Mr. Harrell stated, as the former City Manager for the City of Chesapeake, there was not much transit service and most routes ended at 7:00 p.m.; however, they were looking to expand. As HRT tried to “transit the region”, it became difficult to navigate. As a result, most of the ridership was transit dependent. The goal was to improve and offer a better level of service for choice riders, which was the reason that the Study was important. The Study could add a great deal in terms of providing choice ridership and better transit service as was seen in the Tide that served the City of Norfolk.

Mayor Price inquired whether the Study predicted the ridership changes and/or increases at a certain level of transit service. Mr. Harrell replied, as part of the Study, staff would identify two or three corridors to model and note future ridership per location. Such would help develop a strong case to acquire federal funding.

Mr. Harrell advised that HRT, through the legislative strategy, with help from its municipal partners, planned to ask for assistance to fund a study on dedicated funding options for public transportation for Hampton Roads. They believed that by the General Assembly taking a harder look at the matter, and comparing HRT with other regions, would be very helpful. HB2313 provided regional funds to support major road projects but excluded funding for public transportation. HRT felt there needed to be a similar effort to support public transportation that did not compete with the roads. There should be no competition between transit and roads. He asked the Mayor for his support as they tried to advance the matter to the HRTAC.

City Manager Bourey stated the City planned to include a request for a dedicated funding source as part of their legislative packet. He advised that there was no transit system in the country that had been successful without a dedicated funding source.

Councilwoman Woodbury stated that she would be happy if the City of Newport News was the first to step up to the plate in support of dedicated funding.

Vice Mayor Vick voiced support for express bus service from downtown Newport News to the Oyster Point area. She believed express bus service would make life much more convenient for citizens who now had to travel through 20 or more neighborhoods to get to the Oyster Point area. Mr. Harrell agreed and noted the CONNECT Hampton Roads plan could assist with the matter.

Councilwoman Scott inquired whether HRT had any additional funds allocated for shelters, because she had received complaints about disabled citizens standing while waiting for the bus. She indicated that she noticed there were six to eight empty shelters on Fishing Point Drive that were seldom used. She never saw citizens use the shelters.

Mr. Harrell replied that could be a touchy issue, and indicated he would share the information with his colleagues. He stated many times there seemed to be pressure to put shelters in various places, but HRT tried to maximize shelters where there were 20 or more boarding's per day. Some areas where they had received requests to install shelters, had not met such thresholds. HRT needed more shelters and the City of Newport News had been very aggressive in terms of providing some funding to help. He asked Councilwoman Scott to let him know of the specific locations. HRT could work with the City staff to determine whether such locations needed a shelter, benches and/or trash receptacles.

Councilwoman Scott stated that trash cans were needed in front of WaWa at Beechmont and Warwick Blvd. She received calls often for trash on the ground in that area. Mr. Harrell stated he would follow-up on the matter

Councilwoman Woodbury asked Councilwoman Scott to provide the information to her and she would forward to HRT. She understood that they had shelters waiting to be installed, but needed to know the specific locations. Mr. Harrell stated he would engage City staff on the matter as well.

Mayor Price inquired whether increased ridership would put HRT in a category to receive different types of funding, as that would result in a reduction of vehicles on the road. Ms. Sink replied that increased ridership would put HRT in a position to acquire additional funding.

Vice Mayor Vick commended HRT for developing community meetings and garnering community input.

III. Maxwell Lane Traffic Calming Recommendations

City Manager Bourey introduced Mr. Everett Skipper, Director, Department of Engineering, to provide the presentation.

Mr. Skipper reminded that during the summer of 2015, the Department of Engineering received a concern about speeding on Maxwell Lane. He stated that an Engineering Study was conducted and it was determined that there was an issue with speeding on Maxwell Lane. It was confirmed that 650 vehicles per day were exceeding the speed limit by approximately ten miles per hour down the roadway. This was a significant issue and deserved the City's attention (a copy of the presentation, "Maxwell Lane Traffic Calming," is attached and made a part of these minutes).

Mr. Skipper explained, after confirming there was an issue of speeding on Maxwell Lane, the Department of Engineering engaged the residents to pursue a traffic calming program by submitting a petition that represented approximately 81% of the 32 homes in the area. Engineering hosted a meeting for the residents on Maxwell Lane, where staff explained the Traffic Calming process, the next steps, and types of traffic calming devices available. Following the meeting, a Master Traffic Calming Plan was developed with the citizens. The Plan was endorsed by the residents, along the street, through a second petition. Mr. Skipper noted the chronological process for the Maxwell Lane Traffic Calming Plan:

- August 2015: Request Petition #1
- November 2015: Community Task Force meeting
- December 2015: Field Marketing of Speed Hump Location and start of 45 day comment period
- January 2016: Comment period closed, 205 total comments, 180 opposed
- February 2016: Speed Humps rejected, staff formed a Joint (for and against speed humps) Citizen Task Force to develop an alternate plan
- March 2016: Joint Citizen Task Force meeting which resulted in curb bump-outs and median islands
- June 2016: Field trail & Start of 30 day comment period
- June 2016: Trail terminated based on opposition, comment period remained open for the full 30 days
- July 2016: Comment period closed, 186 total comments, 155 opposed

Mr. Skipper advised that multiple comments received during the study recommended using solid white lines rather than curb/medians and adding speed limit signs with a \$200 penalty warning. Both were incorporated into a new plan that would be presented to City Council for approval in September 2016 (see pictorial views of recommendations on page 10 and 11 of the presentation attached to these minutes).

Mr. Skipper advised that the staff of the Department of Engineering believed it was important to do something significant as there was a legitimate problem with speeding on Maxwell Lane. They preferred to do one of the aforementioned physical changes, but also understood the concerns of the residents and believed that the white lines and \$200 penalty warning would provide a good beginning point for reducing the speeding on Maxwell Lane.

Mayor Price inquired whether parking would continue to be allowed on Maxwell Lane inside the solid white lines and, if so, would it increase the hazard to motorists entering and exiting their vehicles. Mr. Skipper replied that parking was already allowed on both sides of Maxwell Lane. The white lines were intended to make it clear that parking was permitted and to inspire all to be alert and drive safely.

Councilwoman Woodbury inquired whether the Department of Engineering had considered increasing the speed limit to 35 miles per hour in light of the fact that 85% of motorists were driving at or below 34 miles per hour due to the width of the street. She noted that there was a School nearby and inquired whether they had experienced speeding problems. Mr. Skipper replied that there had been traffic tickets issued within the School zone.

Councilwoman Cherry inquired about the number of officers that would be required to monitor the area should the \$200 penalty for speeding be approved. She stated that was something that had to be considered. She inquired about the number of tickets that had been written in the area. Mr. Skipper replied that approximately 50 tickets had been given out over the past year.

Councilwoman Scott stated that she had noted the \$200 penalty signage for speeding in other areas of Newport News and other Cities. She stated that the Police Officers did not just sit and watch, but monitored such locations on their regular shifts. The \$200 warning signage was usually erected to be a deterrent for individuals to stop speeding. She stated that a \$200 fine would raise the awareness of motorists.

Councilwoman Cherry inquired whether the residents understood the difference between a speed hump and a speed bump. Mr. Skipper replied yes, that they provided them with the same information and sketches as was provided to City Council.

Councilwoman Scott inquired about the impact that such penalties had caused in other areas of the City. She understood that the Beechmont area had been narrowed at some point to make sure people were aware that they should not be speeding. Mr. Skipper replied that he would provide the numbers for the City Manager to share with City Council, but he noted that there were reductions in speeding.

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Councilwoman Woodbury inquired whether the speed limit was 35 mph on Madison Lane where the big ditches were located. Mr. Skipper replied the speed limit was 25 mph on Madison Lane.

Councilwoman Cherry inquired whether the residents had any suggestions. Mr. Skipper replied that the residents participated on both committees and offered comments throughout the process. Recommendations involved the City implementing matters that involved paintings instead of physical devices. Another recommendation was that a fine of \$200 be assessed against motorists who did not abide by the speed limit.

City Manager Bourey stated that City Council needed to technically take a vote on instituting a \$200 penalty for speeding, but this was an opportunity for City Council to provide their thoughts on whether they supported the plan.

Councilwoman Scott expressed support for the traffic calming grids. Whenever she veered over on the shoulder of the interstate and approached the grids it was very startling. She felt the grids were very valuable options. She had experienced such in other Cities as she had travelled around the world. She stated she was in support of the rumble strips that Mr. Skipper stated were not allowed in the State of Virginia. In other countries, such as South America, Mexico, Germany they actually used the rumble strips in intersections.

Mr. Skipper clarified that Councilwoman Scott was suggesting the rumble strips as an additional warning for people as they drove through the area. Councilwoman Scott replied yes. Mr. Skipper stated he would check on whether it was allowable in the federal standards and if so, they would install the strips.

Councilwoman Vick believed that the \$200 fine would make a huge difference in deterring citizens from speeding down Maxwell Lane. She stated people were going to think twice about paying a \$200 fine in addition to a \$50 or more ticket.

Councilman Bateman expressed support for the recommendations proposed by the Department of Engineering.

Councilwoman Scott shared that a constituent indicated that the traffic ticket figures provided by Mr. Skipper were a little understated. The constituent advised that the Police Officers had indicated that they had written as many as 40 tickets in 24-hours as opposed to 50 tickets per year as noted by Mr. Skipper. Mr. Skipper stated that he would look into the matter and report back to City Council.

Councilman Harris inquired about the timeframe for implementing a solution to speeding since the matter had been ongoing for more than a year. Mr. Skipper replied the City Manager was able to alter the signs within the next two weeks should City Council agree to the matter.

Councilwoman Woodbury inquired whether the machine that monitored one's speed limit had been installed on Maxwell Lane. She indicated that the machines caused her to slow down. Mr. Skipper replied that the Police Department had used the machines on Maxwell Lane.

Mr. Skipper noted the recommendations as shared above and agreed to by members of City Council:

- Paint parking lines on both sides of the roadway from Normandy Lane to the area just short of the School Zone on Maxwell Lane
- Include warning signs from Warwick Boulevard to Normandy Lane that note a \$200 penalty would be assessed on top of the normal speeding ticket
- Install raised pavement markings at the intersection locations
- Install level strips as an advance warning, as requested by Councilwoman Scott, if possible

Mayor Price inquired whether temporary warning flags could be installed on the roadway near the \$200 warning signs. Mr. Skipper replied yes; yellow warning flags would be installed for approximately 90 days.

Councilwoman Scott advised that this matter had been talked about for a long time. She was hopeful that a resolution would be forthcoming for the citizens as they were very concerned about the matter. She was in support of the above-noted recommendations.

Councilwoman Woodbury inquired whether City Council had to vote on the recommendation to install signage for the \$200 increased fine. City Manager Bourey replied that City Council would be required to vote on the \$200 increased fine.

Mr. Skipper inquired whether it was the intension of City Manager Bourey to install the signs in advance of the approval by City Council at their upcoming September 13, 2016 meeting. City Manager Bourey replied that he was in support of moving forward with the signage to notify the public that an additional fine of \$200 would be assessed for speeding. He did not hear any opposition from City Council in regards to installing the increased speed limit signage and assumed they supported the matter.

Councilwoman Scott questioned whether it was legal to install such signage before formal vote and approval by City Council. Mr. Skipper replied that this particular ordinance, just as the

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one for residential parking, allowed the signs to be in place in advance of City Council action, at the next meeting.

City Manager Bourey stated that the ordinance would be prepared for the September 13, 2016 Regular Meeting of City Council.

Councilwoman Cherry stated, in summary, she understood that the City was going to paint parking lines and prepare signage for the \$200 penalty, but would not do so until City Council voted on the matter. City Manager Bourey replied that City Council would be able to vote on the matter within 30 days.

Councilwoman Cherry inquired whether the signs would be changed within the next 30 days. City Manager Bourey replied yes, and indicated that the rumble strips would be investigated.

Councilwoman Scott stated it did not make sense to her that the signage would be installed before an affirmative vote by City Council.

IV. Briefing on the Choice Neighborhood Initiatives Grant

City Manager Bourey introduced Ms. Britta Ayers, Manager of Comprehensive Planning, Department of Planning, to provide the briefing.

Ms. Ayers advised that the City received the announcement at the end of June 2016 that it was awarded a Choice Neighborhood Initiative Planning Grant. She stated the City was the recipient of a \$500,000 Planning Grant. The grant funds were specifically designated for the development of a Transformation Plan for the City's target area, which was the Marshall-Ridley Choice Neighborhood. This was a comprehensive and integrated planning process that was going to take a lot of people, support, and effort to be successful. It would be supported by partners and other stakeholders bringing together resources to ensure that the Transformational Plan resulted in a neighborhood of choice. The Transformation Plan must be completed within 24 months. That was a tight timeline and there was much to do, but staff felt that it was doable (a copy of the presentation, "Newport News Marshall-Ridley Choice Neighborhood," is attached and made a part of these minutes).

Ms. Ayers noted that the Choice Neighborhood Initiative was a program that awarded grants to help distressed neighborhoods address their economic, social and environmental challenges. Through the process, a vision and plan for transformation was formed which would result in a sustainable and viable neighborhood. The Choice Neighborhood Initiative was the successor program to the HOPE 6 program that focused on revitalizing distressed public housing. The program began in FY 2010 and

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focused on promoting an innovative approach to community revitalization. The Comprehensive Approach to Neighborhood Transformation included:

1. Housing – Revitalize severely distressed public and/or assisted housing
2. People - Supported positive outcomes for resident’s health, safety, employment, mobility and education
3. Neighborhood – Transformed distressed neighborhoods into viable mixed-income neighborhoods with access to services, public assets, and amenities

Ms. Ayers noted that this was a competitive grant and winning was a big deal. The City was one of 10 grantees out of 64 applications for Fiscal Year 2015 – 2016. In the previous six years, HUD had granted 73 planning grants. The City had a great story to tell and an opportunity to transform a neighborhood that had many wonderful assets and opportunities into one where people wanted to live, work and play.

Ms. Ayers noted successes of the Choice Neighborhood Program (see success stories on page 4 in the presentation attached and made a part of these minutes).

Ms. Ayers stated that the planning approach for the Marshall-Ridley Choice Neighborhood was standard, yet flexible, because HUD recognized that every community was unique. While there was an overall approach that staff would take to get through to the Transformation Plan, how they went about it was going to depend on what the specific needs were. Staff was going to begin by establishing existing conditions. They would not be starting from scratch as they recognized that there had been a number of wonderful efforts in the community and various plans approved and/or adopted by City Council in the past. They were very much aware that they needed to avoid meeting and planning fatigue. As staff moved forward they would ensure a balanced approach was used to gain new information by building on existing work such as:

- Newport News Comprehensive Plan (Ongoing)
- Southeast Community Plan (2011)
- Jefferson Avenue Corridor Study (2009)
- Southeast Community Urban Waterfront Design Study (2007)

Ms. Ayers noted the boundaries of the Marshall-Ridley Choice Neighborhood:

- Marshall Avenue and the Chase Bag Site to the East
- The Waterfront to the South
- I-664 to the West
- 39th Street to the North

Ms. Ayers stated at the end of the process, they were going to have a Transformation Plan, which would be the roadmap that addressed the social, physical and economic initiatives and priorities of the community. This would be a community driven process. The Community would provide the vision and priorities; however, developing the strategies and actions for implementation would be a collaborative effort with all stakeholders. Another major aspect of the effort was Neighborhood Capacity Building. As part of the overall planning process, staff would focus on developing neighborhood leaders as well as strengthening relationships between various stakeholders in the community and area surrounding the community. Involvement was needed by all.

Ms. Ayers stated a group of City staff researched social, economic, and environmental factors to determine the target area. City staff found that the Marshall Ridley area was one of the most distressed locations in the City. The area met the specific criteria and had a concentration of HUD and distressed housing (see Social, Economic, and Environmental criteria on pages 7 - 9 of the attached presentation).

Ms. Ayers noted the staffing plan for the Choice Neighborhood Initiative (see Organizational Chart outlining the staffing plan on page 10 of the attached presentation). The lead applicant was the City of Newport News and the co-applicant was the Newport News Redevelopment & Housing Authority (NNRHA). The partners (Project Team) of the Choice Neighborhood Initiative ranged from non-profits to government agencies, educational institutions, and the Newport News Public Schools to include Armada Hoffler, the Boys and Girls Clubs, Christopher Newport University, the Newport News Department of Information Technology, the Newport News Police Department, and others.

Ms. Ayers reiterated that the Project Team had 24 months to finalize the Marshall-Ridley Choice Neighborhood Transformation Plan. She noted the initial planning schedule, which would be modified (see Planning Schedule on page 12 of the presentation attached to these minutes). The planning activities would take place within the next 24 months. The final six months of activities would be focused on neighborhood support, City Council adoption and review and acceptance by HUD.

Ms. Ayers stated there was a second Implementation Grant through HUD for the Choice Neighborhood Initiative. She stated that the City could receive up to \$30 million to help implement its Transformation Plan. City staff needed to move forward to apply for the next round of Implementation Grants in the fall of 2017. Staff wanted to have the Transformation Plan in place so that the strategies and priorities were clear and partners were lined up. Part of the process would identify a partner that would help develop replacement housing should Ridley Place be torn down.

Ms. Ayers stated that working with HUD put the City in contact with a number of resources that would help fund implementation actions through the Department of Education, the Department of Justice, the EPA and other federal agencies. HUD would be able to suggest grants that the City would qualify for. The grants ranged from \$500,000 up to \$30 million.

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Mayor Price stated that he felt the Fire Department would be an important part of the initiative. Ms. Ayers replied that the Fire Department was part of the neighborhood group as was the Newport News Police Department and the Department of Information Technology.

Ms. Ayers reiterated that the Project Team was working on the Transformation Plan and would update the planning schedule and various documents. HUD provided them with the opportunity to update the schedule as some matters had changed since they first put the application together, including statistics, which had unfortunately gotten worse. The Project Team needed to update the information to gain HUD's approval. Once approved, the new schedule would be shared so all were aware of the events and activities over the next 18 to 24 months. It was important that the Project Team had a work plan that laid out the roles and the responsibilities of everyone who would be participating in the process.

Ms. Ayers noted the next steps for the Marshall-Ridley Choice Neighborhood Transformation Plan:

- City Council Actions
 - Appropriation – September 2016
 - Participation in Kick-off Events
 - Champion the Process
- Steering Committee Kick-off - September 8, 2016
- HUD Site Visit - September 20 – 21, 2016
 - Orientation/Briefings
 - Choice Neighborhood Tour
 - Community Stakeholder Meeting
- Project Schedule and Communication Plan

Ms. Ayers asked that City Council provide their feedback on the following:

- What else could be leveraged?
- Who else should be involved?
- How would a successful planning effort be defined?

Councilwoman Woodbury inquired about the request on the August 9, 2016 City Council Regular Meeting agenda to deny approval of a Resolution for a Multi-Family Housing Revenue Bond for the Ivy Towers Apartment Project. Ms. Karen Wilds, Director, Newport News Redevelopment & Housing Authority, stated that the applicant, Weston Associates, would like the opportunity to come back at a later date and had withdrawn their request (see attached letter from Mr. Michael J. Packard of Weston Associates, dated August 8, 2016). She stated part of the reason for holding off was because of the recommendation from the City Manager. Weston Associates wanted to be able to provide some

additional information. She felt there was an opportunity for Weston Associates to come back in the near future with a plan that would be compatible with the Choice Neighborhood planning initiative.

Councilwoman Scott stated she was not clear about the reason that the City Manager was recommending denial of the project. She indicated that she spoke to a representative of Weston Associates. City Manager Bourey voiced concern about the Towers being in the Choice Neighborhood. He stated the Towers had experienced problems over many years. The Towers had been sold from one property owner to another. The Choice Neighborhood Initiative provided a model of how the City provided housing to its residents, and a high-rise was not the best model. The City wanted to move more towards dispersed housing and housing that was a better model for residents.

Councilwoman Scott understood that the City Manager did not want the City Council to consider the matter at all. City Manager Bourey replied that at this point, he opposed to the matter entirely. He stated Weston Associates wanted tax-exempt financing to buy the property. He felt Weston Associates would do the same as previous owners, although they promised a different type of project.

Vice Mayor Vick stated she envisioned a mixed-income location for the future of the area. She indicated it was a problem that all low income residents were concentrated in one area.

Councilwoman Scott inquired whether Weston Associates would be able to do the project without the assistance of City Council. City Manager Bourey replied that Weston Associates could move forward and buy the property without the tax-exempt financing. Ms. Wilds agreed, but indicated that the tax-exempt financing was attractive because it offered funding for renovations. She believed Weston would look into other options.

Ms. Wilds voiced concern that there was only 18 years left on the Section-8 contract. She felt the planning process could provide an opportunity to look at other options.

Vice Mayor Vick stated that she was interested in the project, but voiced concern, particularly about Ridley Place in that so many of the residents felt it was okay to litter. While walking in the morning, she noticed NNRHA maintenance personnel picking up trash in and around the complex. She felt residents should be fined for littering and not maintaining their common areas. Maintenance personnel should not be required to pick-up trash. Ms. Wilds replied they tried fining residents, but they could not afford to pay the fines. NNRHA educated the residents about property maintenance, and there were some who volunteered to pick-up trash to receive rent credits.

Vice Mayor Vick believed some of the Choice Neighborhood activities would help residents become more aware of litter and the importance of personal responsibility to pick-up trash in front of their homes. Ms. Ayers stated that the Project Team would tailor their activity and outreach efforts once the conditions were identified. Part of the process would include building neighborhood pride and leadership. Clean-up events and programs could be planned to address specific issues.

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Councilwoman Scott inquired whether such a program could be built into the Choice Neighborhood Initiative. Ms. Ayers replied yes. She stated that it was up to the City in how issues were handled. The Project Team would organize a number of activities that would help identify the needs and challenges in the community as well as the resident's priorities for improving their overall quality of life. It was up to the City in how the activities of the community were tailored.

Councilwoman Cherry voiced concern that the City wanted to do a Transformation Plan that would garner a \$30 million grant; however, she felt it was going to take heavy lifting to get a shift in the mindset of the people in the community. Generations of Section-8 Housing had been perpetuated. She did not know what staff was going to do to shift the mindset, and feared that history would repeat itself. We do not want to put a bandage on the matter. She had spoken with representatives of Weston Associates to inquire about what they planned to do different to cause the mindset of the residents to change. She felt it was going to take some work, especially for Marshall and Ridley Place. Ms. Wilds stated one of the aspects of the Choice Neighborhood project was to help bring in mixed income housing.

Mayor Price stated he was not in support of the project unless Weston Associates was looking at changing the statistics as noted on page 7 of the presentation. He believed that had to be part of the equation and they had to start from the foundation by changing the environment. He hoped that the project team had researched successful neighborhood transformations, such as the revitalization of the oldest part of Las Vegas. It was wonderful to see neighbors working and relating together. That was going to be very important in how the Southeast Community was transformed. Some very frank discussions were going to be needed.

Vice Mayor Vick felt that the Project Team had to include people that were comfortable with being around low income people. They had to include people that were comfortable with knocking on doors, and were excited about working with the residents.

Councilwoman Cherry stated that many Southeast Community residents did not want to attend meetings, so the Project Team had to include matters that would encourage them to get involved in the process. People had to be empowered to move. Ms. Ayers stated as part of the project, they had to include mixed income housing in the area. There would be many options to determine what worked.

Mayor Price inquired whether the project included the 1937 cast iron jetty that would cause a problem in the future, if nothing was done to alleviate it. Ms. Ayers replied the 1937 cast iron jetty was not in the project area.

Councilwoman Scott inquired whether there was an opportunity to apply for Choice Neighborhood Funding for the North District. Ms. Ayers replied yes. She stated that the project could be a paradigm to assist with obtaining Choice Neighborhood Funding in the North District.

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Vice Mayor Vick felt everyone was concerned about people residing in public housing permanently. She hoped that the Transformational Plan would teach people that public housing was not to be viewed and used as permanent housing. Ms. Ayers replied that was part of the Workforce and Education Program that would come through this process.

V. Comments/Ideas/Suggestions

Councilwoman Cherry inquired about who maintained the bench and trash can at the bus stop adjacent to the 7-Eleven on 27th Street and Jefferson Avenue. She stated bus patrons were unable to sit and wait for the bus because of loiterers, and an overabundance of cigarette butts, and trash in the area. She had picked up trash from the area. A pond that drew mosquitos and frogs was also on the property. She inquired whether the City could ask the representatives of 7-Eleven to be better corporate partners by maintaining and cleaning-up the area. Assistant City Manager Rohlf replied that she would look into the matter.

Councilwoman Cherry stated there was a Route-143 sign located at the same place where the bus stop was that had fallen to the ground over three months ago. The sign was first located on the grass, but had transferred to the sidewalk. She asked that the matter be looked into. Assistant City Manager Rohlf stated she would look into the matter.

Councilwoman Cherry stated she had sent an e-mail message to Mr. Reed Fowler, Director, Department of Public Works, regarding excess dumping of bulk waste in various areas. She inquired whether there was anything that could be done about the excess dumping of bulk waste in one's community. She inquired whether the City could install "No Dumping" signs in various locations. Mr. Fowler replied it was difficult to monitor illegal dumping, because the targets seemed to move around. They were doing some different things with enforcement that he hoped would help. They were targeting certain areas where illegal dumping had taken place. He stated that Video Productions had done an exceptional job on composing an ad for the Department of Public Works that discouraged "Illegal Dumping." Investigative instructors were out in the field full-time as well.

Councilwoman Cherry inquired whether citations were issued for illegal dumping. Mr. Fowler stated that they provided two warnings before implementing a fine. Assistant City Manager Rohlf stated staff planned to look into updating the ordinance in relation to community maintenance and illegal dumping, as it was an ongoing problem.

Councilwoman Cherry thanked the City Manager for getting the "No-thru" signage up behind the apartments located on Jefferson Avenue, between 25th and 26th Street, by Interstate-664. She stated it was working as she had noticed that motorists were avoiding the area.

Councilwoman Cherry inquired about an e-mail message that was in reference to “Denbigh Decay”, and whether the matter was being looked into. City Manager Bourey replied yes. Assistant City Manager Rohlf stated she was working on a full report about the matter.

Councilwoman Cherry apologized to City Council for not reporting to them about the meeting of the Hampton Roads Planning District Commission (HRPDC). She stated she had been attending the meetings, but had not brought back any information to City Council to gain their input. She inquired whether staff would ensure the City Council received the summaries provided at the HRPDC meetings, until a better plan could materialize. City Manager Bourey replied yes; he would ensure that City Council received the summaries provided at the HRPDC meetings.

Councilwoman Cherry inquired about the Prince Drew Road construction plan that was in the Newport News Now, and the amount of time the project had been in the City’s plan. Assistant City Manager Rohlf replied that the project had been in the plan for years.

Councilwoman Cherry stated that she would continue to ask for a project for Harpersville Road. City Manager Bourey stated that the Prince Drew Road project was funded three or more years ago.

Councilwoman Cherry inquired whether cameras were or could be installed on Marshall Avenue in the vicinity of the recent shooting. It was heart-breaking to hear the news about the shootings that happened on August 8, 2016, on Marshall Avenue. City Manager Bourey replied that he would have staff look into the matter to see whether the cameras were moved or ever been installed. Part of the problem with installing cameras, was that members of the community moved the cameras around. He would have staff check to see whether the cameras were moved as well. He would be surprised if cameras had not been installed somewhere in the vicinity. He would have staff look into the matter.

Councilwoman Cherry inquired whether Hurricane Evacuation signs could be installed downtown, so that residents knew where to go in the event of a Hurricane. She did not recall seeing signage in the downtown area, and the question had been raised several times. Fire Chief R.B. Alley replied that he would ensure that signs were installed in the downtown area.

Councilman Harris stated there were a large number of teenagers who had access to guns. He inquired whether there were any plans for a gun buyback program. He believed such would get guns out of young people’s hands that should not have them. City Manager Bourey stated there had been a long history of buyback programs, but due to state law changes, such program had become problematic. Assistant City Manager Alan Archer stated that due to legislative changes, the Police Chief was put in a situation to discontinue the program.

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Councilman Harris inquired whether something could be done to honor the family of Mr. Arnold Coates who was tragically and accidentally run over by a teen driver while mowing his lawn several weeks ago. Mr. Coates was a Denbigh graduate, played football, and was in the military. City Manager Bourey replied yes, something could be done to honor the memory of Mr. Coates.

Vice Mayor Vick thanked the City Manager for the leadership of Ms. Venerria Thomas, Director, Department of Human Services, who had been doing a great job. Many had provided great comments about Ms. Thomas.

Mayor Price agreed that Ms. Thomas was doing an exceptional job. He pointed out that she had taken hold of the Mayor's Initiative on Bullying and had done an outstanding job.

Councilwoman Scott stated she sent the e-mail message about the "Denbigh Decay" to Assistant City Manager Rohlf. She stated the e-mailer talked much about speeding and people running in the yards of residents and other matters. She inquired whether the Department of Engineering could look into whether traffic calming measures needed to be considered for the neighborhood. City Manager Bourey stated he would have staff look into the matter.

Councilwoman Scott stated that she had asked about the issuance of iodine pills from the Health Department for those that lived in a 10-mile radius of the Surry Nuclear Power Station. She believed the pills had probably expired because they were provided years ago. She recalled mentioning the matter at a previous Work Session (October 11, 2005), and was told that someone would look the issue. She inquired whether she needed to call the Health Department about the matter. City Manager Bourey stated he did not recall the matter.

Councilwoman Scott reiterated that the pills had been issued several years ago. She stated that the City Clerk could pull the information up from the minutes. The Health Department offered the pills to anyone in a 10-mile radius of the nuclear plant to protect one's thyroid in the case of a nuclear accident. She still wanted her pills, as she was in the 10-mile radius zone. City Manager Bourey stated he did not recall the matter, but would look into the issue. Councilwoman Scott stated it was a concern of hers, and noted that someone else had mentioned the matter and the fact that the pills had expired.

Councilwoman Scott advised that she was approached by someone who wanted to know whether it was legal for a business entity to adopt a section of a street to keep it clean and maintained. Assistant City Manager Rohlf replied yes; the City had an Adopt-A-Spot Program. City Attorney Owens replied the Adopt-A-Spot Program allowed an individual, group or organization to keep an area clean of debris and trash. He stated the City was at risk of being sued if someone got hurt due to improper maintenance efforts. The City did not allow someone to do maintenance on its property without supervision.

Councilwoman Scott inquired whether the person who wanted to adopt a certain section had to come to the City to note what they intended to do. City Attorney Owens inquired whether the individual was interested in doing anything other than collecting trash. Councilwoman Scott stated the individual was interested in keeping the grass cut, trimming weeds, planting new shrubbery, etc. City Attorney Owens replied that individuals could not landscape City property, due to liability issues.

Councilwoman Scott inquired whether the individual could donate and plant trees in a certain area. Assistant City Manager Rohlf replied that the individual would have to talk to the City to see what could be worked out.

Councilwoman Scott stated that the City was receiving more and more complaints about grass cutting issues since the closure of the City Farm. It seemed as though the grass cutting rotation was getting less and less. She was open to discussing the legalities of citizens maintaining areas of the City. The City had to find a way to keep areas maintained. She noted that greenery at Bland and Warwick Boulevards was overgrown with trash many times throughout the year. Assistant City Manager Rohlf believed that the property at Bland and Warwick Boulevards was owned by the City. Councilwoman Scott stated she was just posing the question so that the City Attorney could determine the legalities of the matter. Assistant City Manager Rohlf asked for the contact information for the individual who was interested in Adopting-A-Spot.

Councilwoman Cherry inquired whether one would be fined if they did not cut the grass in front of their home. Assistant City Manager Rohlf replied that by Ordinance, one could be fined. Legally, one was required to maintain the area in front of their home. City Attorney Owens replied that went back years ago when adjoining property owners were deemed to own property to the center line of the street. There were some parts of the city, particularly in older sections, where the streets were public easements of right-of-way and not fee simple.

Councilwoman Woodbury stated she received several telephone calls and inquiries that she could not answer about a plan to combine the Police Department and the 311 Contact Center with the City of Hampton. She understood that meetings were going on about the merger. She inquired whether the City Manager had been briefed about the matter. City Manager Bourey replied that there was a conversation going on with the City of Hampton about a joint dispatching operation. There had been conversations, but no decisions had been made; staff had been looking at the possibility.

Councilwoman Woodbury stated that she was specifically told that a couple of meetings had been held to discuss a regional Police and Fire force as well as a 311 Contact Center. City Manager Bourey stated that Councilwoman Woodbury had been misinformed.

Councilwoman Scott believed they were talking about covering the borders. She recalled that some discussions had been held.

Councilwoman Woodbury disagreed, and stated the information she received was not about covering borders; it was about merging entirely. City Manager Bourey stated that he was aware that there was a joint operation between the staff of the City of Newport News and Hampton in regards to the City borders. In addition, the Police Department's command staff of Hampton and Newport News met on a regular basis to work through their activities. The cooperation that was going on with the Police and Fire of both Cities was great, but there had been no conversation about combining the Police and Fire Departments.

Councilwoman Woodbury indicated that she even had documentation on the matter. She inquired about the 311 Contact Center idea that the City Manager was talking about. City Manager Bourey stated there were two initiatives, first beginning with a concept to potentially combine the operation for 911 dispatching as an efficiency measure. He introduced Mr. Alan Archer to talk further about the initiative.

Assistant City Manager Archer advised there were three components of a very high level discussion that were presently occurring between a planning team that consisted of representatives from the Police and Fire Departments of the Cities of Hampton and Newport News about working together: 1) Dispatch; 2) Emergency Management (to combine an operation center for Emergency Management functions); and 3) Merging 311 operations (discussion held, but no determinations had been made at this point). No concrete decisions were made about any aspects of the discussion other than putting in a placeholder into the Capital Improvements Plan (CIP) that would allow staff to push the objective within the next five years.

City Manager Bourey stated as staff of both localities looked at the matter they would come back to City Council to note the specifics of the initiative and the potential for instituting the process.

Councilwoman Woodbury stated she received a message from a constituent about refugees coming to the City. She recalled there had been discussions about Newport News not becoming a Welcoming City for refugees; however, she had seen a map that noted the City of Newport News had more refugees than any other locality in the State of Virginia. She wondered how that happened. City Manager Bourey advised that he was not aware of a map noting the number of refugees in the City.

Councilwoman Woodbury, in reply to the City Manager, stated that she had a picture of it which noted the Cities of Roanoke, Harrisonburg, etc., but none of the refugees were placed in Cities that had low median income, which did not make sense to her. An e-mail message was sent to her asking what happened and she recalled that City Council agreed to not become a Welcoming City and yet it was. City Manager Bourey stated that City Council or staff had not taken any action or follow-up on the matter.

Councilwoman Woodbury stated that she understood that the refugees were sponsored by someone. City Manager Bourey replied that the City did not sponsor and/or tell anyone that they could not sponsor refugees.

Councilwoman Woodbury stated it appeared that Newport News had the highest number of refugees (51) as compared to Charlottesville (27) and other localities. City Manager Bourey stated that the Catholic Charities had been active and there had always been refugees relocating to the City of Newport News.

Councilwoman Woodbury inquired about how the City took care of the refugees after federal funding ceased in three months.

Mayor Price replied that the City did not take care of refugees and indicated that part of their process included job opportunities and training. Statistics showed that neighborhoods that had the highest refugee counts were more successful.

Mayor Price stated he attended a wonderful National Night Out event in Regency Square, which included a tremendous amount of refugees.

Councilwoman Scott agreed and noted there was another National Night Out event on Sharon Drive where 80% of the population was immigrants.

Councilman Harris thanked Mayor Price and Councilwoman Scott for accompanying him to his first VML Institute for Local Officials Conference (Key Training for New and Veteran Officials Alike), in Richmond, Virginia, on July 22 – 23, 2016. He believed that they were the only veterans who attended, and he appreciated their company. He learned a great deal.

Mayor Price advised that members of City Council did not have to wait for City Council Work Sessions and Regular meetings to inquire about matters of concern. He stated that they could call the City Manager at any time. He also noted that the 311 Contact Center had an app (311), which allowed one to download photographs. Many matters could be addressed immediately rather than delaying concerns for a future meeting.

Councilman Bateman advised that he had read articles and opinions in the newspaper about capital expenditures for the School system. He stated that the perception of many was that City Council was at odds with the School division over certain matters. He stated that City Manager Bourey had been involved in talking with Superintendent Ashby Kilgore and City Council had encouraged continued dialogue with the School Board. He felt it was important to stay open-minded, and seek opportunities to have the Schools better explain what their needs were. It was imperative to make sure

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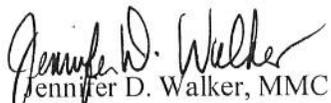
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that the staffs of the City and Schools stayed in contact with each other and agreed on funding matters. He encouraged additional meetings between City Council and the School Board, if needed.

Councilwoman Scott inquired whether the City was close to finalizing the negotiations regarding the SCOT Center. City Manager Bourey stated there were pieces of the matter that would be discussed in Closed Session; however, the staffs of the City, School division and WM Jordan were meeting to try to come up with a plan. He felt they were making very good progress and believed they would have a plan that all could agree with. Once all were in agreement, a contract that included a guaranteed maximum price that the School System could support, and which met their needs, would be submitted to City Council. He hoped the contract would be submitted within the next 90 days.

Councilwoman Scott asked the City Manager to schedule a tour of the SCOT Center on her behalf. City Manager Bourey replied he would plan a tour of the facility.

THERE BEING NO FURTHER BUSINESS
ON MOTION, COUNCIL ADJOURNED AT 5:22 P.M.


Jennifer D. Walker, MMC
Chief Deputy City Clerk

McKinley L. Price
Mayor
Presiding Officer

A true copy, teste:

City Clerk

F. Consent Agenda

2. Minutes of the Special Meeting of August 9, 2016

ACTION: • N/A

BACKGROUND: • N/A

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Minutes of the Special Meeting of August 9, 2016

MINUTES OF SPECIAL MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE 10TH FLOOR CONFERENCE ROOM
2400 WASHINGTON AVENUE
AUGUST 9, 2016
5:25 P.M.

PRESENT: Sandra N. Cherry, D. Min.; Marcellus L. Harris III; McKinley L. Price, DDS;
Sharon P. Scott; Tina L. Vick; Dr. Patricia P. Woodbury; and Herbert H.
Bateman, Jr.-----7

ABSENT: None-----0

OTHERS PRESENT: James M. Bourey; Collins L. Owens, Jr.; Mabel Washington Jenkins; Lynn
Spratley; Cynthia Rohlf; Alan Archer; Florence Kingston; Matthew Johnson;
Christopher Morello; and Jennifer Walker.

After ascertaining that proper meeting notice had been provided to each member
of City Council, Mayor Price called the meeting to order and stated the meeting was being held
for the following purposes:

- (1) To call a closed meeting pursuant to Section 2.2-3711(A) of the Code of Virginia, 1950, as amended, subsections: (3) Discussion or consideration of the acquisition/disposition of real property for a public purpose, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City, the subject of which is the acquisition/disposition of real property in the central portion of the City; (5) Discussion of a prospective business or industry where no previous announcement has been made of the business' or industry's interest in locating a facility in the community, the subject of which is a prospective new business in the central section of the City; and (7) Consultation with legal counsel pertaining to actual and probable litigation, where such consultation in open meeting would adversely affect the negotiating posture of the public body, the subjects of which are cases involving allegations of civil rights violations and contractual claims.

Councilwoman Cherry moved for a closed meeting under section and reasons cited above; seconded by Councilwoman Scott.

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

(Closed Session 5:25 p.m. – 6:08 p.m.)

Councilman Bateman recused himself from the meeting during the discussion about consideration of the acquisition/disposition of real property for a public purpose, and during discussion about a prospective business' or industry's interest in locating a facility in the community in the central section of the City.

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After reconvening in open session, Councilwoman Cherry moved to certify that to the best of each member's knowledge (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act, and (2) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the closed meeting by the Council. Motion seconded by Councilwoman Scott.

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

THERE BEING NO FURTHER BUSINESS,
ON MOTION, COUNCIL ADJOURNED AT 6:08 P.M.

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, teste:

City Clerk

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CERTIFICATE OF CLOSED MEETING

MEETING DATE: August 9, 2016
MOTION: Councilwoman Sandra N. Cherry, D. Min.
SECOND: Councilwoman Sharon P. Scott, MPA

WHEREAS, the City Council of the City of Newport News has convened a closed meeting on this date pursuant to an affirmative recorded vote as required under the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712.D of the Code of Virginia, 1950, as amended, requires a certification by this City Council that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newport News does hereby certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the City Council.

VOTE

AYES: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman
NAYS: None
ABSTENTION: None

ABSENT DURING VOTE: None

ABSENT DURING MEETING: None

ATTEST:



Mabel Washington Jenkins, MMC
City Clerk

F. Consent Agenda

3. Minutes of the Regular Meeting of August 9, 2016

ACTION: • N/A

BACKGROUND: • N/A

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Minutes of the Regular Meeting of August 9, 2016

DRAFT

MINUTES OF REGULAR MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE CITY COUNCIL CHAMBERS
2400 WASHINGTON AVENUE
AUGUST 9, 2016
7:00 P.M.

PRESENT: Saundra N. Cherry, D. Min.; Marcellus L. Harris III; McKinley L. Price, DDS;
Sharon P. Scott; Tina L. Vick; Dr. Patricia P. Woodbury; and Herbert H.
Bateman, Jr.-----7

ABSENT: None-----0

A. Call to Order

Mayor Price called the meeting to order and welcomed all. He stated the City Code identified the procedure for citizen participation regarding items on the Council agenda, as well as the opportunity for citizens to address City Council on matters germane to the business of the Council. He explained matters that were germane to the business of Council meant matters that the City Council, by law, were empowered to act upon. This did not include announcements that were personal to an individual, business, or organization. He pointed out copies of the ordinance highlighting citizen participation and encouraged citizens to review the document.

Mayor Price requested that cell phones and/or pagers be silenced or turned off.

B. Invocation

The invocation was rendered by Pastor Justin White, City Life Church.

C. Pledge of Allegiance to the Flag of the United States of America

The Pledge of Allegiance to the Flag of the United States of America was led by Councilwoman Cherry.

D. Presentations

1. 2017 One City Marathon – Announcement of Charitable Partners

Mayor Price reminded that the Newport News One City Marathon was established to promote local pride, encourage healthy lifestyles, and gain greater exposure for the City. The marathon was achieving those goals – people were coming together – getting serious about their health – and recognizing what made the community special. He announced that the 3rd Annual One City Marathon Weekend, presented by Newport News Shipbuilding, would be held March 10 - 12, 2017.

Mayor Price stated that the first race established a tradition of supporting local non-profits that improved the lives of families in the area through an official charitable partnership program. Previous recipients supported childhood literacy, provided food for their neighbors, and served others in times of crisis. The One City Marathon contributed over \$40,000 to organizations in a two year period, which made the One City Marathon one of the most generous races of its size in the United States. The Marathon had become a signature event,

D. Presentations Continued

1. 2017 One City Marathon – Announcement of Charitable Partners Continued

which could not have been accomplished without great corporate sponsors, specifically, the Newport News Shipyard. Mayor Price invited Mr. Bill Bell, Vice President of Administration and Human Resources, to the podium to say a few words on behalf of the City's presenting sponsor.

Mr. Bell shared the one question he heard often – why did Newport News Shipbuilding, the company that built the greatest ships, aircraft carriers, and submarines on the planet, feel it was appropriate and necessary to sponsor the Newport News One City Marathon. Mr. Bell responded by stating that Newport News Shipbuilding cared deeply about the health of its shipbuilders and their families. Newport News Shipbuilding offered free flu shots to its employees, established a 5K event, in which over 1,400 shipbuilders and their families participated, and sponsored the American Heart Walk. Mr. Bell stated all of the events helped shipbuilders, their families, and the community, pay attention to their health. Newport News Shipbuilding found it appropriate to sponsor the One City Marathon because they were in the City, and had partnered with the City for over 130 years, and could think of no better way to continue to celebrate the partnership than to continue being the presenting sponsor of the One City Marathon. He introduced City Manager James Bourey to announce who would be the beneficiaries of the charitable events.

City Manager Bourey stated that the 2017 Charitable Partnership process began early to allow more opportunities to increase awareness, engage supporters, and raise funds. He stated that three youth development non-profit agencies were selected as the 2017 One City Marathon charitable partners. Each of the agencies worked to help youth identify and manage emotions, form healthy relationships, and make positive choices to guide them to become productive citizens of the 21st century.

The first non-profit charitable partner – Alternatives, Inc., worked to inspire youth to reach their potential and inspire adults to recognize the same potential. For over 40 years, Alternatives worked to build the social and emotional intelligence of all youth on the Virginia Peninsula, serving 3,343 Newport News residents during FY 2014-2015. City Manager Bourey invited Ms. Kathy Johnson, Executive Director, Alternatives, Inc., to the podium.

Ms. Johnson, on behalf of the Board and staff of Alternatives, Inc., stated they were thrilled to be a part of the One City Marathon. She advised that Alternatives, Inc. would work to engage youth and AmeriCorps members to serve as volunteers for the One City Marathon. She stated they were excited about promoting healthy, creative, and principled young people throughout the City of Newport News and the Virginia Peninsula.

City Manager Bourey announced the second non-profit charitable partner – The Center for Child and Family Services (CCFS). He stated that CCFS had assisted Newport News residents since 1943. The Center provided conflict resolution and job readiness skills for at-risk youth, financial literacy courses, and mental health therapy for families, as well as offen-

D. Presentations Continued

1. 2017 One City Marathon – Announcement of Charitable Partners Continued

der re-entry programs. More than 1,000 Newport News residents were assisted through CCFS during FY 2015-2016. City Manager Bourey invited Mr. Mike Edmunds, Executive Director, CCFS, to the podium.

On behalf of the CCFS Board of Directors, staff, and the clients served, Mr. Edmunds thanked the City Manager and members of City Council for their dedication to the non-profit community, and support of the One City Marathon. He stated the CCFS had provided counseling and support services since 1943, by helping to empower people to face life's challenges. Funds raised from association with the 2017 One City Marathon would support the youth services programs, which included youth violence prevention, mental health counseling, and support services for abused and neglected children. Mr. Edmunds advised that it was an honor to be chosen as one of the partners for the 2017 One City Marathon and looked forward to a wonderful event.

City Manager Bourey announced the third non-profit charitable partner – Parents Against Bullying (PAB). He stated that PAB was a grass roots organization that strived to prevent bullying and provided support to youth and families affected. PAB facilitated ongoing mentorships, workshops, and weekly group meetings; and hosted large awareness campaigns. Over 2,300 Newport News residents participated in the 2015 “1,000 Youth March.” City Manager Bourey invited Ms. Shanta Miller-Synaker, Founder and CEO, to the podium.

Ms. Miller-Synaker stated that PAB was excited about the 2017 One City Marathon. She expressed excitement about the new partner-relationships that would be built as a result. PAB supported the youth and their families to spread awareness and to be the support to let youth know that it was okay to speak up and out against bullying, as silence was a deadly killer. PAB would walk hand in hand with the youth to stop youth violence and to speak up about bullying.

City Manager Bourey thanked the Ms. Johnson, Mr. Edmunds, and Ms. Miller-Synaker for their work in the community. He stated that each partner would benefit from money raised through pledge campaigns, direct on-line contributions, and proceeds from the race. He encouraged citizens to give, to register for a race, and learn more about the aforementioned organizations by visiting the website at onecitymarathon.com. He further encouraged citizens to participate in the 2017 One City Marathon Weekend, presented by the Newport News Shipbuilding on March 10-12, 2017.

(Members of City Council joined the City Manager, Mr. Bell, and charitable partners for a joint picture).

D. Presentations Continued

2. Resolution of Recognition: Honoring Mr. Michael Motley, Volunteer with the Newport News Police Department (NNPD) Community Education and Outreach Center

Mr. Michael Motley, Volunteer, NNPD, accepted the resolution.

Mr. Michael Motley served as a volunteer at the NNPD's Community Education and Outreach Center in the Hilton Village neighborhood of Newport News. He retired from the Marva Maid Dairy after 45 years of service and began volunteering in 2004 at the NNPD Community Education and Outreach Center at its original location in Patrick Henry Mall. Mr. Motley assisted with the transition when the NNPD Community Education and Outreach Center moved in 2005 to a site in Hilton Village that once housed a gas station. A renovation project occurred in 2011-2012 to refurbish the museum and create a meeting space that is used by civic and community groups.

The Police Museum is a centerpiece of the Community Education and Outreach Center, where Mr. Motley serves as its Curator. With his storytelling ability and vast knowledge about the history of the NNPD, Mr. Motley helped bring history to life as he shared facts and his knowledge with visitors at the Center. Mr. Motley consistently made himself available when groups requested use of the meeting space at the Center.

For his dedication, Mr. Motley was recognized by the NNPD as Volunteer of the Quarter from October – December 2012, and Volunteer of the Year for 2012.

Mayor Price, on behalf of the members of the Newport News City Council, recognized and honored Mr. Michael Motley for volunteering over 5,800 hours of his time at the NNPD Community Education and Outreach Center, and expressed sincere appreciation for his service to the citizens of Newport News and his commitment to the mission of the NNPD.

Mr. Motley received a standing ovation from members of City Council and citizens in attendance.

E. Public Hearings

1. Ordinance Authorizing the City Manager to Execute a Lease for Property Located at 524 J. Clyde Morris Boulevard to the Virginia Living Museum, Inc.

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE VIRGINIA LIVING MUSEUM, INC. DATED THE 9TH DAY OF AUGUST, 2016. This ordinance authorized the City Manager

E. Public Hearings Continued

1. Ordinance Authorizing the City Manager to Execute a Lease for Property Located at 524 J. Clyde Morris Boulevard to the Virginia Living Museum, Inc. Continued

to execute a Lease between the City of Newport News and the Virginia Living Museum, Inc. for property located at 524 J. Clyde Morris Boulevard. The City of Newport News (City) had leased property at 524 J. Clyde Morris Boulevard to the Virginia Living Museum, Inc. (VLM) since September 22, 1966. The lease between the City and the VLM would expire August 31, 2016. The new lease would contain the same terms and conditions as the current lease. The term of the proposed lease would be for a five-year period, to commence September 1, 2016, and terminate August 31, 2021. The City Manager recommended approval.

(No registered speakers)

Councilwoman Scott moved closure of the public hearing; seconded by Vice Mayor Vick.

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

Councilwoman Woodbury moved adoption of the above ordinance; seconded by Vice Mayor Vick.

Councilman Bateman filed a declaration in accord with Section 2.2-3115H of the Virginia Code. He declared, pursuant to subdivision A.3 of §2.2-3112 of the Virginia Conflict of Interest Act, for the City Council Agenda of August 9, 2016, (i) as Agenda item E.1., the City Manager recommended to the Newport News City Council that property be leased at 524 J. Clyde Morris Boulevard to the Virginia Living Museum for a period of five (5) years, (“the transaction”); (ii) that the tenant was the Virginia Living Museum; (iii) that he was an employee of TowneBank, and the Virginia Living Museum was a client of the bank; however, he did not personally represent or provide services to the tenant; (iv) that he had no personal interest affected by the transaction; and (v) that he was able to participate in the transaction fairly, objectively, and in the public interest (a signed written declaration was filed with the City Clerk prior to the City Council meeting at which the transaction was considered – August 9, 2016; and is attached and made a part of these minutes).

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

E. Public Hearings Continued

2. Ordinance Authorizing the City Manager to Execute a Deed of Easement to Lumos Networks, Inc., for the Installation of Fiber Optic Cable on City-owned Property Located at 100 City Farm Road

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF EASEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS AND LUMOS NETWORKS, INC., DATED THE 9TH DAY OF AUGUST, 2016, FOR AN EASEMENT TO INSTALL FIBER OPTIC CABLE ON CERTAIN CITY-OWNED PROPERTY LOCATED AT 100 CITY FARM ROAD IN THE CITY OF NEWPORT NEWS. This ordinance authorized the City Manager to execute a Deed of Easement by and between the City of Newport News, Virginia, and Lumos Networks, Inc. (Lumos) to install fiber optic cable on City-owned property located at 100 City Farm Road. A request was received from Lumos to grant a utility easement to accommodate the installation of fiber optic cable to the privately-owned telecommunications tower located on the parcel. The expiration of the easement coincided with the City's land lease to the owner of the telecommunications tower to ensure the City had maximum flexibility should the land lease not be renewed. Lumos had agreed to the fair market value of \$300 for the short-term utility easement. The City Manager recommended approval.

(No registered speakers)

Councilwoman Scott moved closure of the public hearing; seconded by Councilwoman Woodbury.

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

Vice Mayor Vick moved adoption of the above ordinance; seconded by Councilman Harris.

Councilwoman Woodbury observed that Lumos agreed to the fair market value of \$300 for the short-term utility easement; but in the contract, \$10.00 was mentioned. City Attorney Owens replied that the actual consideration was for \$300.00, the \$10.00 was standard language in a deed.

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

E. Public Hearings Continued

3. Ordinance Authorizing the City Manager to Execute an Agreement Allowing an Encroachment in a City Right-of-Way, Adjacent to Property at 694 J. Clyde Morris Boulevard

AN ORDINANCE AUTHORIZING AN ENCROACHMENT UPON THE EAST SIDE OF RIGHT OF WAY KNOWN AS J. CLYDE MORRIS BOULEVARD ADJACENT TO 694 J. CLYDE MORRIS BOULEVARD, NEWPORT NEWS, TAX ID. NO. 214000224, AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN ENCROACHMENT AGREEMENT BETWEEN JOSEPH A. BUFFA AND PAMELA A. BUFFA AND THE CITY OF NEWPORT NEWS. This ordinance authorized the City Manager to execute an Encroachment Agreement upon the east side of the City's right-of-way known as J. Clyde Morris Boulevard, adjacent to 694 J. Clyde Morris Boulevard. Joseph A. and Pamela A. Buffa owned a parcel of real property known as 694 J. Clyde Morris Boulevard, Newport News, Virginia. A survey obtained by the owners showed that the existing parking lot on the property encroached a few feet upon the City's J. Clyde Morris right-of-way, and the owners wished to maintain the existing portion of the parking lot. City staff reviewed the request and location, and determined there was no objection to the encroachment as described in the proposed Encroachment Agreement prepared by the City Attorney's Office. The City Manager recommended approval.

Mr. Tom Waltz, 11832 Fishing Point Drive, Newport News, was available to answer questions.

Councilwoman Scott moved closure of the public hearing; seconded by Councilwoman Woodbury.

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

Vice Mayor Vick moved adoption of the above ordinance; seconded by Councilwoman Woodbury.

Councilwoman Cherry inquired what was at 694 J. Clyde Morris Boulevard. City Attorney Owens replied that this was the location of the former Joe and Mimma's Restaurant.

Councilwoman Cherry advised that the City would be granted property rights. The City was named as an additional insured for liability purposes. She questioned whether a copy of this policy had been filed with the City. City Attorney Owens responded, no, not yet, but it would have to be. The City would receive a copy once the Encroachment Agreement had been delivered. City Attorney Owens stated this was a standard practice. With most leases, where the City was leasing property; the City ensured that the property owner listed the City as an additional insured. The City had a certain standard amount that was required as a

E. Public Hearings Continued

3. Ordinance Authorizing the City Manager to Execute an Agreement Allowing an Encroachment in a City Right-of-Way, Adjacent to Property at 694 J. Clyde Morris Boulevard Continued

minimum. Should someone get hurt, and sued the City, there was extra coverage to protect the City.

Vice Mayor Vick moved adoption of the above ordinance; seconded by Councilwoman Woodbury.

Councilman Bateman filed a declaration in accord with Section 2.2-3115H of the Virginia Code. He declared, pursuant to subdivision A.3 of §2.2-3112 of the Virginia Conflict of Interest Act, for the City Council Agenda of August 9, 2016, (i) as Agenda item E.3., the City Manager recommended to the Newport News City Council approve an encroachment agreement by ordinance (“the transaction”); (ii) that the applicants for the said encroachment agreement were Joseph A. Buffa and Pamela A. Buffa; (iii) that he was an employee of TowneBank, and Joseph A. Buffa and Pamela A. Buffa were clients of the bank; however, he did not personally represent or provide services to them; (iv) that he had no personal interest affected by the transaction; and (v) that he was able to participate in the transaction fairly, objectively, and in the public interest (a signed written declaration was filed with the City Clerk prior to the City Council meeting at which the transaction was considered – August 9, 2016; and is attached and made a part of these minutes).

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

F. Consent Agenda

Councilman Bateman moved adoption of the Consent Agenda, Items 1 through 7, both inclusive, as shown below; seconded by Councilwoman Cherry.

1. Minutes of the Special Meeting of July 12, 2016

(No registered speakers)

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

F. Consent Agenda Continued

2. Minutes of the Organizational Meeting of July 12, 2016

(No registered speakers)

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

3. Minutes of the Work Session of July 12, 2016

(No registered speakers)

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

4. Minutes of the Special Meeting of July 12, 2016

(No registered speakers)

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

5. Minutes of the Regular Meeting of July 12, 2016

(No registered speakers)

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

6. Ordinance Amending City Code, Chapter 6, Animals and Fowl; All Chapters and Sections

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 6, ANIMALS AND FOWL, OF THE CODE OF THE CITY OF NEWPORT NEWS. This ordinance amended the City Code, Chapter 6, Animals and Fowl; all chapters and sections, to bring it into alignment with the State Code, to modernize the terminology throughout, and revise the chapter's layout. Chapter 6 (Animals and Fowl) of the City's Code of Ordinances, had not had a major review in years. Consequently, many of the existing codes related back to when the City was appreciably more agricultural in nature, and as such, were no longer relevant. Other codes need to be revised to be properly aligned with State statutes, as well as contemporary terminology. Additionally, the Chapter layout, terminology, and definitions needed some revi-

F. Consent Agenda Continued

6. Ordinance Amending City Code, Chapter 6, Animals and Fowl; All Chapters and Sections Continued

sion and simplification to improve readability and understanding. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

7. Ordinance Amending City Code, Chapter 26, Motor Vehicles and Traffic; Article V., Permit for Operation of Oversize or Overweight Vehicles or Moving Houses; Section 26-89, General Authority to Issue; and Section 26-94, Permit Fees and Charges

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 26, MOTOR VEHICLES AND TRAFFIC, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE V., PERMIT FOR OPERATION OF OVERSIZE OR OVERWEIGHT VEHICLES OR MOVING HOUSES, SECTION 26-89, GENERAL AUTHORITY TO ISSUE; AND SECTION 26-94, PERMIT FEES AND CHARGES. This ordinance amended the City Code, Chapter 26, Motor Vehicles and Traffic; Article V., Permit for Operation of Oversize or Overweight Vehicles or Moving Houses; Section 26-89, General Authority to Issue; and Section 26-94, Permit Fees and Charges. In accordance with City Code, the operation of any vehicles over City streets or combinations of width, height, length or weight, which exceeded that permitted by State law, required a permit issued by the Department of Engineering. Section 26-89 was revised to change the reference from 'Restricted Blanket Permit' to 'Super Load Blanket Permit' and identified a 'Single Trip Super Load Permit.' Section 26-94 was revised to remove the reference that prohibited blanket permits for Super Loads. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

G. Other City Council Actions

1. Resolution Authorizing the City Manager to Execute a Second Amendment to the Project Development Agreement By and Between the City and Tri-City Management, Inc. (Windy Knolls Condominiums)

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN SECOND AMENDMENT TO PROJECT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND TRI-CITY MANAGEMENT, INC., DATED THE 9TH DAY OF AUGUST, 2016. This resolution authorized the City Manager to execute a second amendment to the Project Development Agreement by and between the City of Newport News, Virginia, and Tri-City Management, Inc. (TCM) (Windy Knolls Condominiums). The City received a request from TCM to amend the terms of the development agreement with the City regarding the future mix of residential units at the complex. City Council was briefed on this issue at its July 12, 2016 Work Session. Since that time, staff had gathered additional information and finalized the terms of the development agreement. The proposed amendment would permit the Windy Knolls development to consist of 52 condo units for sale, and the balance of the residential units would be apartments built and maintained to certain standards. Of the 304 residential units, 52 would remain condos, 168 apartments, and 42 existing condo units that were rented as apartments, would be withdrawn from the Condo Homeowners Association, and an additional 48 apartments would be constructed on existing vacant land within the development, thereby increasing the units to a total of 310. Approval of the amendment would allow TCM and the Condo Association to implement their negotiated agreement. The City Manager recommended approval.

Ms. Diane Blumber, 522 Knolls Drive, #305, Newport News, urged members of City Council to approve the resolution authorizing an amendment to the Project Development Agreement for Windy Knolls Condominiums. She indicated that this had been a long process and the residents would like to see the matter resolved.

Mr. Joseph Blumber, 522 Knolls Drive, #305, Newport News, stated that he desired to live in a harmonious community. He indicated that a vote to amend the Project Development Agreement for Windy Knolls Condominiums would allow his desire to become a reality. He referenced an e-mail message listing many reasons for City Council to consider when making a decision. It was his hope that City Council would vote in favor of the proposed amendment for the Project Development Agreement for Windy Knolls Condominiums.

Mr. Chip Dicks, 1802 Bayberry Court, Suite 403, Richmond, Virginia, was available to answer questions.

Ms. Tonia Peake, Peake Law Group, P.C., 1318 Clemons Way, Midlothian, Virginia, was available to answer questions.

Councilwoman Scott moved adoption of the above resolution; seconded by Councilwoman Cherry.

G. Other City Council Actions Continued

1. Resolution Authorizing the City Manager to Execute a Second Amendment to the Project Development Agreement By and Between the City and Tri-City Management, Inc. (Windy Knolls Condominiums) Continued

Councilwoman Scott commended the developer, the attorneys, and the residents of Windy Knolls, for working together to come up with a plausible solution to the situation. She agreed with Ms. Blumber that this had been a lengthy process. She had met with many of the residents, both individually and collectively, and was glad to have the matter resolved.

Councilwoman Woodbury indicated that the Windy Knolls Project was the first issue to be discussed when she was elected to City Council in 2008. She, too, was delighted that there had been a compromise, and that a solution was found to which everyone was happy.

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

2. Resolution Approving the Issuance of up to \$104 Million of Revenue Bonds by the Economic Development Authority of the City of Newport News (EDA) for the Benefit of Virginia Baptist Homes, Inc. d/b/a LifeSpire of Virginia

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, ON THE ISSUANCE OF UP TO \$104,000,000 OF REVENUE BONDS BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA FOR THE BENEFIT OF VIRGINIA BAPTIST HOMES, INC., D/B/A LIFESPIRE OF VIRGINIA. This resolution approved the issuance of revenue bonds by the Economic Development Authority of the City of Newport News, Virginia (EDA) in an amount not to exceed \$104 million for the benefit of Virginia Baptist Homes, Inc., D/B/A LifeSpire of Virginia. Virginia Baptist Homes, Inc. (the Applicant) owned and operated three continuing care retirement communities in Henrico County, Culpeper County, and Newport News. The facility in Newport News, the Chesapeake, is located at 955 Harpersville Road. In 2006, the EDA of Henrico County, Virginia, and the Peninsula Ports Authority of Virginia, issued bonds which financed and refinanced prior obligations of the Applicant, which prior obligations financed the acquisition, construction, and equipping of its three continuing care retirement communities. The Applicant planned to refund the 2006 Bonds, refinance an existing line of credit, and finance capitalized interest on the bonds, a debt reserve fund for the bonds, and cost of issuance related to the issuance of the current bonds. The EDA was scheduled to hold the necessary hearing at its August 5, 2016 meeting, and was expected to adopt an inducement and final resolution for the bond issuance. The EDA recommended that City Council provide the required jurisdictional approval of the bond issuance. The affiliated localities also approved the bond issuance, Henrico County on July 21, 2016, and Culpeper County on July 28, 2016. The City Manager recommended approval.

G. Other City Council Actions Continued

2. Resolution Approving the Issuance of up to \$104 Million of Revenue Bonds by the Economic Development Authority of the City of Newport News (EDA) for the Benefit of Virginia Baptist Homes, Inc. d/b/a LifeSpire of Virginia Continued

(No registered speakers)

Mr. Thomas W. Bruno, Bond Attorney, McGuire Wood and Battle, Richmond, Virginia, was available to answer questions.

Mr. Jonathan Cook, President and CEO, Virginia Baptist Homes, Inc., d/b/a LifeSpire of Virginia, was available to answer questions.

Councilwoman Woodbury moved adoption of the above resolution; seconded by Vice Mayor Vick.

Councilwoman Scott questioned the reason the City was backing bonds for the benefit of Virginia Baptist Homes, d/b/a LifeSpire of Virginia. City Manager Bourey replied that this was a refinancing of their bonds. He further advised that any bonds going through the process were required to have the approval of the City Council. City Attorney Owens added that the approval of the elected representatives of the particular jurisdiction was required. Councilwoman Scott inquired whether it was based on the amount of the bond. City Attorney Owens responded that it did not matter the amount of the bond, but was under the State Code in order to receive the tax exempt bond financing. He further advised that a portion of this project was located in the City of Newport News.

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

- (3) Resolution Denying Jurisdictional Approval of Newport News Redevelopment & Housing Authority (NNRHA) Issuance of Multi-Family Housing Revenue Bonds in an Amount Not to Exceed \$16 Million for the Ivy Tower Apartments Project

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA DENYING JURISDICTIONAL APPROVAL OF THE ISSUANCE BY THE NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY OF ITS MULTIFAMILY HOUSING REVENUE BONDS FOR THE BENEFIT OF IVY TOWER APARTMENTS (FORMERLY KNOWN AS THE TOWERS) LOCATED IN THE CITY OF NEWPORT NEWS, VIRGINIA. This resolution denied the jurisdictional approval of NNRHA issuance of Multi-Family Housing Revenue Bonds in an amount not to exceed \$16 million for Ivy Tower Apartments. Ivy Tower Associates, Limited Partnership, desired to acquire and renovate an existing 140-unit apartment complex, known as The Towers Apartments, at 700

G. Other City Council Actions Continued

- (3) Resolution Denying Jurisdictional Approval of Newport News Redevelopment & Housing Authority (NNRHA) Issuance of Multi-Family Housing Revenue Bonds in an Amount Not to Exceed \$16 Million for the Ivy Tower Apartments Project Continued

Waterfront Circle. In order to assist with the financing of the project, Ivy Tower Associates, Limited Partnership sought NNRHA's issuance of the Multi-Family Housing Revenue Bonds in an amount not to exceed \$16 million. NNRHA approved a resolution at its July 19, 2016 Board Meeting for issuance of the bonds for the benefit of Ivy Tower Apartments and held the required public hearing. Since NNRHA was the issuer of the bonds, and the project was located in Newport News, City Council was required to consider the NNRHA's request for approval or denial of the bond issuance. Since the City was awarded a \$500,000 Choice Neighborhood Initiatives Grant (CNI), a planning process to engage citizens in the Southeast Community would begin to formulate a transformation plan that would serve as a guide for future revitalization efforts. The Ivy Towers housing complex was within the boundaries of the CNI planning area and given the City's initiative to develop a transformational community driven short and long range plan, it would be premature to make a long-term commitment to the Ivy Towers project.

The City Manager announced that this item had been withdrawn by the applicant. No City Council action was necessary (a copy of the letter requesting withdrawal is attached and made a part of these minutes).

H. Appropriations

Councilwoman Scott moved adoption of Appropriations, Items 1 through 5, as shown below; seconded by Vice Mayor Vick.

1. Department of Libraries and Information Services – Neisser Bequest: Main Street Library

A RESOLUTION APPROPRIATING FUNDS FROM NEISSER BEQUEST INTEREST REVENUE (\$9,217.00) TO NEISSER BEQUEST – TRAINING (\$7,835.00) AND NEISSER BEQUEST – SPEAKER SERIES (\$1,382.00). This resolution appropriated \$9,217.00 of interest earned in FY 2016 from the Neisser Bequest to the Newport News Department of Libraries and Information Services for the Main Street Library. On April 12, 2005, Dr. Herbert H. Neisser left a bequest of approximately \$2 million to the Main Street Library. The adopted guidelines stated that eighty-five percent (85%) of the interest earned each year was to be used for projects that directly benefited the Main Street Library, with the remaining 15% returned to the endowment. Interest earned in FY 2016 was \$10,844, making \$9,217 available to the Main Street Library. No local funds were required for this appropriation. The City Manager recommended approval.

H. Appropriations Continued

1. Department of Libraries and Information Services – Neisser Bequest:
Main Street Library Continued

(No registered speakers)

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

2. Department of Public Works - FY 2017 Additional State Revenue for
Street and Highway Maintenance: Residential Street
Reconstruction/Resurfacing Contracts

A RESOLUTION APPROPRIATING REVENUE TO FORCE ACCOUNT – STREET/HIGHWAY MAINTENANCE GENERAL FUND REVENUE (\$302,276.00) AND STREET/HIGHWAY MAINTENANCE FUND (\$302,276.00) AND APPROPRIATING EXPENDITURES TO CONTRACTUAL PAVING/PUBLIC WORKS DEPARTMENT (\$302,276.00) AND STREET/HIGHWAY MAINTENANCE FUND QUALIFIED ASPHALT/RESURFACING (\$302,276.00). This resolution appropriated \$302,276.00 of additional FY 2017 Street and Highway Maintenance State Revenue to the Department of Public Works for Residential Street Reconstruction/Resurfacing Contracts and right-of-way maintenance. The City had been notified that FY 2017 State Revenue and Highway Maintenance would be \$302,276.00 more than estimated. The additional funds would be appropriated to Public Works' General Fund operating budget, which was the Department that would oversee the contracts and work. Subsequently, the funds would be moved to the Street/Highway Maintenance Fund, which was required by State accounting practices to be in a separate fund. No other local funds were required for this resolution. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

3. Department of Parks, Recreation and Tourism – FY 2016 Capital
Improvements Plan (CIP): Various Construction Projects, Renovations
and Repairs of Parks and Recreation Facilities and Amenities

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED (\$850,000.00) TO PARKS AND RECREATION IMPROVEMENTS (\$850,000.00). This resolution appropriated \$850,000.00 from the FY 2016 CIP to the Department of Parks, Recreation and Tourism for various construction projects, renovations, and repairs of Parks and Recreation facilities and amenities. CIP funds in the Parks

H. Appropriations Continued

3. Department of Parks, Recreation and Tourism – FY 2016 Capital Improvements Plan (CIP): Various Construction Projects, Renovations and Repairs of Parks and Recreation Facilities and Amenities Continued

and Recreation category were designated for various construction projects, renovations, and repairs of parks and recreation facilities and amenities. The FY 2016 CIP funds were requested for dredging boat channels and refurbishment of selected tennis courts. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

4. Department of Development - FY 2016 Bond Authorization: Southeast Community Redevelopment Initiatives

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED (\$1,500,000.00) TO SOUTHEAST COMMUNITY REDEVELOPMENT INITIATIVES (\$1,500,000.00). This resolution appropriated \$1,500,000.00 from the FY 2016 Bond Authorization for the Southeast Community Redevelopment Initiatives. Numerous redevelopment activities had been undertaken to complement the investments already made by the City, the Economic Development Authority (EDA) of the City of Newport News, the Newport News Redevelopment and Housing Authority (NNRHA), and private property owners. The first milestones of the Brooks Crossing Project had been reached, with both the South Police Precinct and Jim's Local Market operational, and two phases of infrastructure nearing completion. The City would move to implementing the final phase of infrastructure, utility upgrading, relocation, and undergrounding and installation of light poles, vital to attracting private investment. It was requested that the remaining \$1.5 million in the FY 2016 Bond Authorization, Community Development Category, be appropriated for continued project investment in the Southeast Community. The City Manager recommended approval.

(No registered speakers)

Councilwoman Cherry referenced an August 3, 2016 Memo to City Council, from the City Manager, regarding the appropriation for Southeast Community Redevelopment Initiatives, and inquired whether the final phase of infrastructure was from 25th Street traveling South. City Manager Bourey responded this was for additional work in Brooks Crossing for infrastructure, as well as for the Newport News Housing and Redevelopment Authority (NNRHA). Councilwoman Cherry inquired about the reference in the memo to the 2400 block of Jefferson Avenue. City Manager Bourey indicated that he would get that information and forward it to members of City Council. He advised that part of the 2500 block

H. Appropriations Continued

4. Department of Development - FY 2016 Bond Authorization: Southeast Community Redevelopment Initiatives Continued

of Jefferson Avenue involved the development of NNRHA property.

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

5. Waterworks Department - FY 2016 Capital Improvements Plan (CIP): Beach Road 12-Inch Dip Waterline Replacement Project

A RESOLUTION APPROPRIATING FUNDS FROM BOND PROCEEDS GENERAL OBLIGATION BONDS (\$3,600,000.00) TO CONSTRUCTION (\$3,199,295.00) AND CONTINGENCIES (\$400,705.00). This resolution appropriated \$3,600,000.00 for Engineering and Construction Services associated with the Beach Road 12-inch Dip Waterline Replacement. The Project involved replacing an existing 8-inch cast iron pipe originally installed in 1938 which would help provide additional water flow to the Fox Hill area in Hampton. This project was included in the CIP for the Waterworks Department previously approved by City Council. The City Manager recommended approval.

(No registered speakers)

Councilwoman Woodbury inquired whether the City of Hampton would contribute to the Project since Beach Road was located in Hampton. City Manager Bourey responded that the Waterworks Department was entirely funded as an Enterprise Fund, paid for by the fees. The City of Hampton would not contribute.

Vote on Roll Call:

Ayes: Cherry, Harris, Price, Scott, Vick, Woodbury, Bateman

Nays: None

I. Citizen Comments on Matters Germane to the Business of City Council

Mr. David Niesel, 178 Normandy Lane, Newport News, commented on the proposed traffic calming measures for Maxwell Lane. He reminded members of City Council that he had addressed them on the same matter in January 2016 and again on July 12, 2016. He shared that Mr. Mohamed Elrahhal, Engineer I, Department of Engineering, had communicated with the residents to the best of his ability regarding the project.

Mr. Niesel mentioned, as discussed at a previous meeting, sandbags were tried as a potential traffic calming measure on June 15 – 16, 2016; but less than 24 hours later, the sandbags were destroyed when a gentleman pushed the sandbags with a bobcat from the corner of

I. Citizen Comments on Matters Germane to the Business of City Council
Continued

Normandy and Maxwell Lanes into his yard and against the curb. The Engineering Department did replace those sandbags. Mr. Niesel understood that bump-outs would not be an option because some of the citizens voiced vehemently against them, the Fire Department also spoke against the bump-outs, which restricted the flow of the firetrucks through the intersections. Mr. Niesel shared that the average stopping for those traveling down Normandy Lane and turning right onto Maxwell Lane was four out of ten; but when the bump-out was tested, 80-90% of the vehicles were required to stop at the stop sign. He reiterated the fact that he and his family had almost been hit several times because of failure to stop at the stop sign. He felt that bump-outs were not aggressive, but appropriate, particularly for the intersection of Maxwell and Normandy Lanes.

Mayor Price asked the City Manager to update the audience on the discussion and decisions made during the City Council Work Session earlier (August 9, 2016).

City Manager Bourey advised that a lengthy discussion was held at the City Council Work Session earlier (August 9, 2016) about the history of the entire effort to do some traffic calming on Maxwell Lane. He advised that Mr. Everett Skipper, Director, Department of Engineering, described the initial discussion, and the suggestion for street humps, which were rejected due to the enormous amount of opposition; followed by the idea of bump-outs, which was subject to a tremendous amount of opposition. The packet of improvements and recommendations that the Department of Engineering presented to City Council included the following: painted parking lanes, raised bulb areas (1 ½ inches) in a domed-like area at the corners to identify where those lanes were; as well as additional enforcement, to include City Council adopting an ordinance to establish an additional \$200 fine for speeding in the area, with increased enforcement by the Police Department; plus the addition of rumble strips to identify that travelers were approaching a condition that required drivers to slow down. City Manager Bourey advised that the suggested measures would be implemented as soon as possible.

Mr. A. C. Pulliam, Jr., 239 Falcon Drive, Newport News, advised that Newport News was the greatest City in the World due to its geographic location. He distributed a drawing showing the waterfront area around the Christopher Shores and Stuart Gardens neighborhoods (a copy is attached and made a part of these minutes). He stated that Newport News did not have a beach – only Huntington Park. A sand sweeper was purchased for Huntington Park only, years ago. He referenced his aforementioned drawing of the waterfront area, citing, 3,149 feet of beach from Petersen's Yacht Basin to the area of privately owned property. The beach was 225 wide, with two gazebos/picnic shelters. Toward the end of the beach, there was an area specified with a sign, "For City Vehicles only. Strictly Enforced." The property along the edge, was Stuart Gardens property, or private property. Mr. Pulliam advised that Newport News was "missing the boat," having a nice beach for the residents. Creating a beachfront could be done in a short amount of time with very little money, and should be done as soon as possible.

I. Citizen Comments on Matters Germane to the Business of City Council
Continued

Mr. Pulliam expressed concern that the Newport News Police Department only had five (5) police dogs. He suggested, in an effort to remove guns and criminals off of the streets, when a car was stopped, bring a dog to the scene, who would be sharp with finding a gun or weapon.

Mr. Pulliam indicated that he was pleased by the discussion regarding proposed traffic calming measures for Maxwell Lane heard at the City Council Work Session earlier (August 9, 2016), but expressed concern about the rumble strips and suggested adding them at a later time should all other efforts fail. He further stated, regarding the additional \$200 fine, that drivers should be allowed 10 miles per hour (mph) over the speed limit. If the additional fine for speeding were enforced strictly, the speed limit should be 35 mph and not one mile over the limit.

Mr. John Goodwin, 201 Maxwell Lane, Newport News, commented on the proposed traffic calming measures for Maxwell Lane. He advised that he had also attended the City Council Work Session earlier (August 9, 2016), and had heard the discussion. Mr. Goodwin felt the additional \$200 fine for speeding alone would stop a great deal of the speeding on Maxwell Lane. He personally liked the rumble strips suggestion, and preferred them over speed bumps. He thought the suggestions presented at the City Council Work Session were a perfect solution to the problem.

City Manager Bourey stated for clarity, the 30-day period alluded to was to bring an ordinance back to increase the fine for speeding. All other recommendations would be implemented prior to a 30-day period.

Mr. Roy Jackson, a retired employee of the Newport News Fire Department, 19 Courtney Avenue, Newport News, expressed displeasure with the local City government. He stated that he worked many years in the Fire Department putting his life on the line 24 hours each day and sometimes, for 48 consecutive hours, and 96 consecutive hours during a disaster. Mr. Jackson looked forward to his retirement, having reached that point in 2004. He was amazed that seven members of City Council could vote on anything that they wanted to approve or disapprove. He referenced City Council's vote to reject Wegmans Supermarket, because Kiln Creek residents did not want it due to the increased traffic that would travel through their neighborhood, which was not a big deal.

Mr. Jackson continued by stating that Newport News employees received a three percent (3%) pay raise. He recalled reading a Daily Press article two weeks previously, that the City Manager received a three percent (3%) pay raise, which amounted to approximately \$15,000; and on top of that, the article stated that City Council gave the City Manager several thousand dollars to put into his retirement account – approximately \$15,000. Mr. Jackson shared more of the article, advising that the City Attorney received a large increase, plus \$17,000 put into his retirement account for one year. He further shared that the City Clerk received \$8,000 put into her retirement account. Mr. Jackson asked whether anyone could guess what City of

I. Citizen Comments on Matters Germane to the Business of City Council
Continued

Newport News retirees received in their retirement accounts. His response – City retirees did not receive one dime to put into their retirement accounts, asking whether that was what the City thought about the employees that had worked for the City for numerous years, putting their life on the line for the citizens of Newport News. Mr. Jackson questioned the City Manager about why City retirees did not receive a pay increase.

Mayor Price advised that Mr. Jackson was not to have a dialogue with the City Manager, but to share his concerns. Mr. Jackson stated that City retirees deserved an answer, as well as respect.

Mr. Howard Wood, 170 Maxwell Lane, Newport News, commented on the proposed traffic calming measures for Maxwell Lane, which as far as he knew, had been ongoing for four years. He and his wife had taken an active part and ensured that the appropriate paperwork had been completed by the residents of Maxwell Lane. Mr. Wood advised that he had spoken with City Manager Bourey earlier regarding the matter, which shed some light on the matter and answered some questions, particularly about the bump outs. Mr. Wood stated the bump outs were wrongly engineered from the beginning, and should be revisited. The traffic calming measures for Maxwell Lane had exploded into something much larger. He thought it odd that it took the City Council four (4) years to respond to the outcry by the residents. He also mentioned attempting to reach Councilwoman Woodbury, who did return one of his calls, which was six months prior. Mr. Wood suggested that City Council move ahead with resolving the issues dealing with traffic calming measures on Maxwell Lane as it was a safety matter. He gave kudos to the Newport News Police Department, who had been the resident's only avenue to resolve the issue. Mr. Wood asked that as members of City Council made plans, to please share those plans with the residents. The residents deserved to know that their children, grandchildren, and they would be safe on Maxwell Lane. There had been people in the area, but not living on Maxwell Lane, attend the Public Hearings, out vote the residents on more than one occasion. He stated the bump outs worked. It was he that called the police after witnessing the gentleman remove the sandbags from Maxwell Lane since they were the only people that would respond.

Mr. John Procyson, 305 Normandy Lane, Newport News, which was off of Maxwell Lane. Mr. Procyson addressed the issue of income and equality. He questioned why the rich got richer and the poor and the middle class struggle to stay afloat. He stated that not much could be done by City Council to change the bloated wealth of the top one percent (1%) in the country, and had little control over the private sector, but in the City of Newport News, whose motto was "One City," City Council could make a real change in the lives of the City employees. He suggested that the practice of giving "across the board pay raises" be ceased. A three percent pay raise for an employee earning \$30,000 equaled \$900 per year; but for the City Manager, a three percent pay raise equaled \$6,554, or seven times as much as the employee earning \$30,000. Mr. Procyson indicated, to make matters worse, the City Manager received an extra \$15,000 added to his retirement fund, for a total of \$21,000 plus. Mr. Procyson indicated this was a raise equal to two-thirds of the bottom salary workers' pay for an entire year. Mr. Procyson suggested,

I. Citizen Comments on Matters Germane to the Business of City Council
Continued

every employee should receive the exact same pay increase, which would stop the income and inequality gap from getting any wider. This solution did not require raising taxes, or raising the minimum wage.

Mr. Procyson provided a copy of his letter to President Barack Obama in hopes that he would implement the suggestion before he left office. Mr. Procyson suggested that City Council implement the same (a copy of Mr. Procyson's memorandum to President Obama is attached and made a part of these minutes). To reinforce his remarks about economic inequality, two events bared witness: (1) City Council gave developers (rich folks) \$42 million to help in the construction of the Tech Center; and (2) City Council planned to give the Newport News Shipyard \$46 million to build "stuff." Mr. Procyson asked, "why?" The Shipyard was a multi-million dollar, private corporation that made tens of millions of dollars in profit. Top executives made muti-millions in salaries, plus stock options.

Mr. Procyson indicated that the City's Economic Development Director advised that the City must help ensure the Shipyard remained in Newport News. Mr. Procyson disagreed, and questioned, where would the Shipyard move?

Mr. Procyson asked members of City Council how they slept at night and how they faced hungry children. He suggested that most members of the Newport News City Council should resign, effective immediately.

Ms. Deborah Dail, 138 Maxwell Lane, Newport News, commented on the proposed traffic calming measures for Maxwell Lane. She advised that she had also attended the City Council Work Session earlier (August 9, 2016), and had heard the discussion. She thanked members of City Council for listening to the City's Engineers proposal regarding traffic calming measures for Maxwell Lane. Ms. Dail spoke about the danger for those residents that lived on Maxwell Lane and how they were affected entering and exiting their driveways. She expressed support for the proposed measures, and hoped that the rumble strips would also be approved. Regarding the parking lanes, she doubted that citizens would park on Maxwell Lane due to the number of accidents that had occurred. Ms. Dail pointed out that there was an elementary school zone and they were also affected. She added that the safety of the residents and the children should far surpass drivers getting from one end of Maxwell Lane to another. Ms. Dail thanked the staff of the City's Department of Engineering for all of their hard work, as well as the Newport News Police Department for having a presence on Maxwell Lane. She stated should the proposals not work, and slow vehicles, that City Council would revisit some the issues and recommendations that were brought forward previously.

Mr. Antonio Thompson, 1211-25th Street, Newport News, addressed City Council on the topic of the City's treasury enrichment, public safety and security, as well as the importance of recycling, commodity investment and the legalization of marijuana.

I. Citizen Comments on Matters Germane to the Business of City Council
Continued

Mr. Thompson warned that the shootings would continue and would escalate. He further stated the importance of gun training, particularly for children. Mr. Thompson stated, with regard to children and guns, that we teach them how to clean a gun, use a gun, and responsibly when to use a gun. He stated that surveillance cameras should be present across the City. He commented about responsible gun ownership in connection with the Newport News Police Foundation.

Ms. Kashonda Mitchell, 1906 Madison Avenue, Newport News, advised that she was the mother of four, each a part of the Original B.R.O.T.H.A.S. She commented about the killings occurring in the East End (Downtown Newport News), specifically citing the shooting of three young children on Monday, August 8, 2016, ages, 14, 10, and 8. She advised that she had resided in the East End for 33 years, and expressed concern regarding her safety and that of her children, especially with the excess gang activity in the community. A single mother, with no father, Ms. Mitchell inquired what could be done to protect the children and keep them safe. She put her children in the Original B.R.O.T.H.A.S. to take them off of the streets. She indicated the East End was no longer safe. She suggested more activities and organized programs for the children like many of the neighboring municipalities. Newport News had no activities in the East End for children.

Miss Honesty Mitchell, 1906 Madison Avenue, Newport News, shared that she was nine years of age. She further shared that she nor her brothers and sister could walk to the park in the evening without hearing gunshots from Ridley Circle. They attended the Original B.R.O.T.H.A.S. facility, where they were fed, played games, clothed and helped. The children were allowed to hangout and watch television at the facility.

Mr. Michael Benton, 1904 Jefferson Avenue, Newport News, advised that he was a member of the Original B.R.O.T.H.A.S.. He observed that the young children in the East End were very talented, but felt there was nothing for the children to do. Children only observed people standing on the corners, selling drugs, and shooting. He referenced the shooting of three young children on Monday, August 8, 2016. The Original B.R.O.T.H.A.S. helped the community, trying to give the children something to do. Mr. Benton shared that he did volunteer work at the facility, feeding children and adults. Residents in the community look for the leaders to do something about the senseless shootings and violence. He vowed to do what he could to assist, even if it meant talking to the youth on the streets. He stated help was needed. He urged members of City Council to assist. They approved funds for gas stations and supermarkets, but funds were needed to help the children to provide them with something to do or someplace to go.

Minister Curtis Harris, 1904 Jefferson Avenue, Newport News, commended Mayor Price for his work in the community. Referencing the shooting of three young children on Monday, August 8, 2016, he advised when children were hurt, so was he. Mothers come into the Original B.R.O.T.H.A.S. facility seeking help from the senseless violence and shootings that were occurring in the Southeast Community (East End). He advised that his team of the Original

I. Citizen Comments on Matters Germane to the Business of City Council
Continued

B.R.O.T.H.A.S. would go to 36th Street, Chestnut Avenue, with people, or in spite of people, going door-to-door in an attempt to figure things out. They could not wait for another forum, but planned to respond to the issues and problems, and not just sit and watch the children get killed. Referencing Mr. Thompson's remarks about given children guns, Minister Harris advised that he tried to teach the children to get away from that mindset. He advised that he did not come to address the black race or the white race, but the human race as All Lives Matter. He addressed members of City Council as human beings that cared about the children, not in their official capacity as a member of City Council. He looked for the police officers to lock-up the criminals, and to let them know that they did not run the City of Newport News. Enough is enough. It began with the citizens, not with the Council. His message to preachers, "don't come preaching to me about saving lives and remain within the four walls of the church, nor preach about "The Great Commission," but to get outside of the four walls and begin to help the community. The people make Newport News great, not the buildings.

Ms. Darlisha Moore, 13232 Christy Lane, #9, Newport News, commended the members of City Council for the great work they did for citizens of Newport News. She further commended the Newport News Police Department with regard to keeping the streets and the citizens safe. She commented about a personal issue she had with the Department of Human Services, and not responding in a timely manner as far as for people in need of benefits. She traveled to the Satellite Office in Denbigh on her lunch break to get an issue resolved because the Caseworker did not answer her calls. Ms. Moore advised that her issue was resolved.

Mr. Thomas Blackman, 204 Maxwell Lane, Newport News, long-time resident of the City, commented on the proposed traffic calming measures for Maxwell Lane. With 24-years of law-enforcement experience, advised that he had conducted numerous traffic studies related to speeding. He observed that most speeders traveled 10-15 miles over the posted speed limit on Maxwell Lane. He indicated that citizens that voted or spoke against the traffic calming measures for Maxwell Lane, did not live on Maxwell Lane. He stated this was not a political issue, but one of safety, and should be dealt with.

Ms. Sandra Wood, 170 Maxwell Lane, Newport News, commented on the proposed traffic calming measures for Maxwell Lane, and expressed appreciation for the City Manager's response to her earlier. Ms. Wood advised that she had also spoken with Fire Chief R. B. Alley, and several police officers about the matter. She indicated that the speed limit should not be increased on Maxwell Lane. She understood that police officers did allow 10 mph over the posted speed limit, and expressed her opposition to that practice. Ms. Wood expressed support for the bump outs, which definitely helped. Residents needed something to calm the traffic along Maxwell Lane, and did not feel safe with the speeding and intimidating driving practices along the street. Ms. Wood stated that she had the right to live safely on Maxwell Lane, and to remain safe, as well as her grandchildren.

J. New Business and Councilmember Comments Continued

Regarding the Southeast Community Redevelopment Initiatives, and Councilwoman Cherry's inquiry about the 2400 block of Jefferson Avenue, City Manager Bourey confirmed that the area was for property acquisition for the NNRHA.

City Manager Bourey addressed the comment that the developer for the Tech Center would receive \$42 million. He replied that was false.

City Manager Bourey addressed the comment about his raise and indicated that the deferred compensation was not an increase in compensation, but a three percent (3%) increase. He felt the misunderstanding was made by the way the article on increases was reported in the newspaper. He stated that the City staff did not receive a three percent (3%) increase across the board, but received merit-based increases based on performance.

Councilwoman Cherry thanked all of the citizens for their attendance and participation at the meeting to express their points of view. She reiterated that their voices mattered. She stated that all of the members of City Council cared about the residents, where they lived, as well as the City overall. She reminded the citizens that their voices were heard. There was good discussion about traffic calming measures on Maxwell Lane, and felt that those measures could be implemented quickly.

Regarding remarks made by Kashonda Mitchell, Councilwoman Cherry advised that there were some things that were happening in the Southeast Community for the children. There were free programs and activities for school-aged children in the Southeast Community. She and her colleagues had discussed doing a better job at getting the information out about what was happening in the community that was free for the children and for the parents.

Councilwoman Cherry thanked members of the NNPD for their leadership in the National Night Out Kick-Off Event, on Saturday, July 30, 2016, in the Target parking lot, located at 12130 Jefferson Avenue, from 10:00 a.m. – 2:00 p.m. Residents were able to speak to vendors and enjoy family-friendly activities and entertainment. She and her colleagues had the opportunity to participate in several events on Tuesday, August 2, 2016, from 6:00 p.m. – 8:30 p.m., joining neighbors as the City observed National Night Out, sending the message that crime would not be tolerated in our neighborhood.

Councilwoman Cherry extended congratulations to Mr. Elmer Woodard, Assistant Administrator, Community Maintenance Division, on his retirement from the City's Department of Public Works. She wished him the best in his new journey, and extended thanks for his service to the City of Newport News (20 years total; 1 year in Public Works).

Councilwoman Cherry advised that she and Councilwoman Scott attended the Newport News Police Department Youth Leadership Academy Graduation Ceremony, on Friday, August 5, 2016, 5:00 p.m., at Hines Middle School (561 McLawhorne Drive). She stated that it was a great experience and provided valuable experience for the youth in the community to be engaged with law enforcement. She believed attendance in the week-long academy helped

J. New Business and Councilmember Comments Continued

strengthen the youth's core values. Those in attendance were set to become productive citizens in the City of Newport News. Councilwoman Cherry announced that the Police Department Youth Leadership Academy was another free opportunity for the youth in the community.

Councilwoman Cherry announced the 2016 Back-to-School Community Fest, scheduled for Saturday, August 20, 2016, 1:00 – 3:00 p.m., on the lawn of the history James A. Fields House, 617-27th Street. The event was free and open to Newport News students, grades K-12. Children and youth under 17 years of age must be accompanied by an adult to receive school supplies. She advised that approximately 500 back packs were distributed in 2015, and hoped to distribute at least 600 in 2016. Donations of school supplies were welcomed. The event was in partnership with the Downtown Newport News Merchants and Neighbors Association, Inc. and the James A. Fields House, Inc.

Councilman Harris thanked all of the citizens for their attendance and participation at the meeting to receive their valuable feedback. He advised that the City Council was here to serve the citizens and anytime they could receive information, it helped them to enhance the City of Newport News.

Councilman Harris extended congratulations to the 44 students that graduated from the Summer program for students in the City of Newport News that had experienced challenges, yet overcame those challenges and persevered and were able to accumulate the credits needed to graduate. The graduation ceremony was held at Heritage High School on Tuesday, August 9, 2016.

Councilman Harris extended condolences to the family of Mr. Arnold Coates, who died tragically on Friday, July 29, 2016. Mr. Coates was a Denbigh High School graduate and military veteran, serving the United State Army with four deployments to Iraq and Afghanistan, receiving various awards, to include the National Defense Medal, the Global War on Terrorism Expeditionary Medal, and the Global War on Terrorism Service Medal.

Councilman Harris advised that City Council had a discussion about the tragic shooting of three young children on Monday, August 8, 2016, ages, 14, 10, and 8, at the City Council Work Session earlier (August 9, 2016). He advised that he would like to be a part of a program to get guns out of the hands of people that did not need guns. He looked forward to a dialogue with anyone and everyone that had programs in the community and wanted to work collaboratively to get the guns out of the hands of people, particularly the youth. Councilman Harris acknowledged two advocates. Minister Curtis Harris, Original B.R.O.T.H.A.S. and Reverend Eric "Duke" McCaskill, Royal Virtues Posse (RVP). Reverend McCaskill planned to take a young group on a Summer Enrichment Excursion to Atlanta, Georgia. He encouraged citizens to continue to support these programs in an effort to give youth something to do to stay out of trouble.

J. New Business and Councilmember Comments Continued

Councilman Harris announced that Pastor Willard Maxwell, New Beech Grove Baptist Church (325 Tabbs Lane), would host an “In Touch Community” Basketball Tournament, on Friday, August 12, 2016, 9:00 a.m. – 5:00 p.m., at the Denbigh Community Center (15298 Warwick Boulevard). Admission was free. The Tournament, “Bringing Us Together,” in an effort to promote love and unity, was open to all, ages 12 – adult. The Newport News Police Foundation, NNPD, NNFD, Sheriff’s Department, and other civic organizations would be present to discuss opportunities for employment and educational scholarships. There would be demonstrations by the fire and police departments, performances by local groups and organizations, music, food and fun. He encouraged the citizens to participate and get involved in this event.

Mayor Price invited citizens to attend the 2nd Annual 2016 Play Ball event, on Wednesday, August 10, 2016, 5:00 – 8:00 p.m., at the TowneBank Athletic Park, 741 Adams Drive, next door to the South Morrison Family Education Center. Activities would include baseball drills, face painting, an obstacle course and slide. Hot dogs and chips would be available free of charge. Mayor Price would also participate in the dunk tank.

Mayor Price announced that he, along with Delegate Marcia Price, and Senator Mamie Locke, would host a Town Hall and Community Fair on Sunday, August 14, 2016, 3:00 – 6:00 p.m. at Heritage High School (5800 Marshall Avenue). There would be information resources, a bounce house, games, food vendors, and a school supply give-a-way.

Mayor Price reminded that the August 23, 2016 Regular Meeting of the Newport News City Council had been cancelled. The next City Council meeting would be held on Tuesday, September 13, 2016.

Councilwoman Scott thanked all of the citizens for their attendance, and participation in the political process, particularly when it pertained to their community. She advised, if members of City Council were unaware of what was occurring in the community, and how citizens were affected, it would be difficult to make decisions in their best interest.

Councilwoman Scott advised that she attended and participated in National Night Out activities in the Southeast Community for the first time. She had an opportunity to interact with citizens in the Southeast Community, moving on to the Central, and her district in the North. She stated that all other districts had outshined the North District in the 2016 National Night Out events. She commended the NNPD and the communities throughout the City for their hard work on planning the National Night Out events – bringing citizens together with activities, food, and fun for all.

Councilwoman Scott shared that she had the opportunity to hang out with the Newport News Police at the NNPD Youth Leadership Camps. The leadership skills being taught to the youth were very important, but also the interaction between the police and the young people. She stated this was a golden opportunity for the youth to see the police officers on a

J. New Business and Councilmember Comments Continued

human level. They were not dressed in uniform, but came out in street clothes, and interacted with the youth as they would interact with their own children. She encouraged citizens to have their young people participate in the Newport News Police Leadership Camp. She advised that the youth were not allowed to bring electronic devices to Camp.

Councilwoman Scott advised that there was an Explorer Program through the Newport News Police Department, which was held every Thursday at the Community Education and Outreach Center. This too, was a free program, each Thursday, where the youth are able to learn what a police officer's job entailed. She encouraged parents to take their children.

Councilwoman Scott reiterated remarks made by Councilman Harris regarding the "In Touch Community" Basketball Tournament, on Friday, August 12, 2016, 9:00 a.m. – 5:00 p.m., at the Denbigh Community Center (15298 Warwick Boulevard). She added that there were many outdoor activities for children, including bounce toys and outdoor games for the children while the adults were inside competing against the first responders.

Councilwoman Scott announced the 2016 Community Fest and Back-2-School Celebration, on Saturday, August 13, 2016, 11:00 a.m. – 2:00 p.m., at the Denbigh Community Center (15198 Warwick Boulevard). This celebration was sponsored in part by Restoration Christian Church, Newport News Department of Parks, Recreation and Tourism, and herself. The Hampton-Newport News Continentals, and the Denbigh Alumnae of Delta Sigma Theta Sorority, Inc. had donated back-to-school supplies. There would be free food and drinks, free school supplies, a talent showcase, 3 on 3 basketball, and fun and games for all ages.

Councilwoman Scott announced that the next North District Town Hall Meeting was scheduled for Monday, August 22, 2016, 7:00 p.m., at the Denbigh Community Center (15298 Warwick Boulevard). The guest speakers for the event would be Newport News School Board Members, Mr. Douglas Brown and Mr. Marvin Harris, to provide updated information on buses, bus routes, and classrooms. She invited all young people going back to school, their parents, and grandparents, who want to know what was going on in the Newport News Public School System to attend.

Councilwoman Scott extended get well wishes and a speedy recovery to Deputy Vicki Gaffney, Community Relations Officer (CRO) with the Newport News Sheriff's Office. Deputy Gaffney was a member of the Newport News Sheriff's Department's Resources Team, and was a vital asset to the community, and was missed throughout the City.

Vice Mayor Vick thanked the citizens for their attendance and participation. She was glad that a resolution was reached regarding the proposed traffic calming measures on Maxwell Lane. She believed an additional \$200 fine for speeding would be a deterrent. She looked forward to positive results from the measures that would be implemented.

J. New Business and Councilmember Comments Continued

Vice Mayor Vick was empathetic for the families of the victims of the tragic shooting of three young children on Monday, August 8, 2016, ages, 14, 10, and 8. The violence was upsetting and occurred nationwide. She speculated that people knew the perpetrators of the shootings, bringing crime into the Southeast community, and encouraged them to find a trustworthy adult to share when criminal activity happened.

Regarding remarks made by Kashonda Mitchell, Vice Mayor Vick stated that it was disheartening to hear that more activities were needed. The SPARK Program, a Summer Program for Arts Recreation and Knowledge, was free for children, as was STEP (Summer Training and Enrichment Program). She encouraged citizens to visit the City's website at www.nnva.gov to review the many activities, programs, and events that would be of benefit.

Vice Mayor Vick was appreciative of the comments received from Ms. Deborah Dail regarding traffic calming measures on Maxwell Lane. She also thanked her for attending the City Council Work Session earlier (August 9, 2016) to hear the discussion.

Vice Mayor Vick extended Happy Birthday wishes to her daughter, Teunsha Vick. Ms. Vick would celebrate her 31st birthday on Thursday, August 11, 2016.

Councilwoman Woodbury indicated that she was aware of the long trip from the North End to City Hall, and she looked forward to the day when City Council meetings would be held throughout the City in different locations, which she had been an advocate for some time.

Councilwoman Woodbury indicated that the National Night Out Kick-Off event was wonderful. She indicated that she was scheduled to attend three National Night Out activities that had been cancelled; but managed to attend four others, which were vital.

Councilwoman Woodbury was disheartened to hear that citizens thought more activities were needed, since there were so many in the City that were free, and were not advertised. She brought her grandson weekly to the Downing-Gross Cultural Arts Center (2410 Wickham Avenue), where there was a wonderful steel drum program, which was also free.

Councilwoman Woodbury extended congratulations to Minister Curtis Harris and members of the Original B.R.O.T.H.A.S. for their hard work and dedication. She had attended many of their events, and was aware of how they went out into the community, going from door-to-door, trying to make a difference in the lives of individuals. She also extended congratulations to Reverend Duke McCaskill who had been active in the community for many years, taking young people on trips and making sure they received good experiences. She stated there were resources, and empathized with Ms. Kashonda Mitchell, the single mother that spoke earlier, and could understand how hard it was to find out about what resources were available. She felt the City had to do a better job to get the word out to the citizens.

DRAFT

J. New Business and Councilmember Comments Continued

Councilwoman Woodbury and her colleagues accepted an invitation to attend a Worship Service at Zion Baptist Church (633-20th Street, Newport News), entitled, "Together We Stand," to pray with members of City Council, Newport News Police Department, Sheriff's Office, and members of the surrounding community, in light of the myriad of events that had taken place in Baton Rouge, Louisiana; Dallas, Texas; and Falcon Heights, Minnesota. Members and City Officials exited the sanctuary and prayed on the outside of the church at Jefferson Avenue, standing hand in hand in prayer and solidarity as communities, races, and as people during this time in the nation. She complimented the Pastor, Reverend Dr. Tremayne Johnson, for bringing people together.

Councilwoman Woodbury wished all of the young people returning to school and the teachers a wonderful school year.

Councilwoman Woodbury thanked all of the citizens for their attendance and participation and for sharing their concerns and views as City Council needed to hear from them.

Councilman Bateman thanked Ms. Keshonda Mitchell for her attendance and participation. He empathized with her because she was afraid to allow her children outside of the home based on things occurring in the community. He advised that there were many options for children in Newport News. He encouraged her and other parents in the same situation to contact any member of the Newport News City Council, who would find something for the children. He reiterated that there were many wonderful programs in the City of Newport News, i.e. Original B.R.O.T.H.A.S., C. Waldo Scott Center for HOPE, Downing-Gross Cultural Arts Center, Boys & Girls Clubs, and the Peninsula Fine Arts Center to name a few. He stated there were places for children that were safe, where they are active, and out of trouble. He further stated, citizens could not let the actions of a few people in this town, take away all that was great in the City. We must persevere and turn things around and extol the virtues that made Newport News a great City in which to live.

Regarding Maxwell Lane, Councilman Bateman stated there was always a good speed hump controversy in Newport News. He appreciated all of the comments shared regarding the matter. He was hopeful that the parties would come together in a civil fashion to reach a solution, and felt it was done. He was appreciative of the resident's patience.

Councilwoman Woodbury liked Mr. Pulliam's idea about more police dogs.

K. Adjourn

Mayor Price adjourned the meeting by addressing the citizens. He stated, "May what you say and do uplift the City of Newport News."

THERE BEING NO FURTHER BUSINESS,
ON MOTION, COUNCIL ADJOURNED AT 8:49 P.M.

DRAFT

Page 30
Minutes of Regular Meeting
August 9, 2016

Mabel Washington Jenkins

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, teste:

City Clerk

F. Consent Agenda

4. Resolution of Recognition: Trinity United Methodist Church on its 130th Anniversary

ACTION: A REQUEST TO APPROVE A RESOLUTION OF RECOGNITION HONORING TRINITY UNITED METHODIST CHURCH ON ITS 130TH ANNIVERSARY

- BACKGROUND:
- In 1881, a small congregation began meeting on the docks of Newport News to worship. They then moved their services to the Union Chapel which was shared by all denominations.
 - In 1886, a Methodist Society was formed and approved at an annual conference.
 - In 1887, the cornerstone was laid for the Washington Avenue Methodist Episcopal Church, South and the first service was held there in January 1888.
 - In the 1890s, Rev. James Cannon, Jr., initiated the building of housing for men working in local industries, enabling them to bring their families and live together in Newport News.
 - In 1900 the Trinity Methodist Episcopal Church, South was built and dedicated in the 200 block of 29th Street.
 - This remains the home of what is now known as Trinity United Methodist Church.
 - Trinity United Methodist Church has served the Newport News community since its inception and continues by providing contributions and a facility to feed the hungry through Teens Opposing Poverty, and providing Youth Challenge women with food, supplies, computer classes, and Bible studies.
 - This resolution recognizes the Trinity United Methodist Church family on its 130th Anniversary and acknowledges the many individuals who have supported the Church and its leaders in its commitment to mankind.
 - The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

sdm14634 Recognition re Trinity United Methodist Church

RESOLUTION NO. _____

RESOLUTION OF RECOGNITION

WHEREAS, the Council for the City of Newport News, Virginia, would like to recognize the 130th anniversary of the Trinity United Methodist Church; and

WHEREAS, in 1881, a small group began meeting on the docks of Newport News to worship. The congregation moved its services to the Union Chapel built by the Old Dominion Land Company and shared by all denominations; and

WHEREAS, in 1886, a Methodist Society was formed and approved by the annual conference; and

WHEREAS, in 1887, the cornerstone was laid for the Washington Avenue Methodist Episcopal Church, South, and the first service was held there in January of 1888; and

WHEREAS, the congregation grew such that a larger place of worship was required, and in 1900 the Trinity Methodist Episcopal Church, South was built and dedicated in the 200 block of 29th Street. This remains the home of what is now known as Trinity United Methodist Church; and

WHEREAS, Trinity United Methodist Church has served the Newport News Community since its inception. In the 1890s, Reverend James Cannon, Jr. initiated the building of housing for men working in local industries, such as shipbuilding, enabling the workers to bring their wives and children to Newport News and live together as families. During World War II, the Fellowship Hall of Trinity United Methodist Church was opened to servicemen waiting to depart overseas as a place to relax on Saturday evenings, spend the night, if needed, and have breakfast the following morning. Trinity United Methodist Church led the establishment of Susannah Wesley Hall, which originally served as a dormitory for women working in downtown Newport News, and subsequently became the home for the Youth Challenge Women's Home; and

WHEREAS, Trinity United Methodist Church has continued to serve the community, providing contributions and a facility to feed the hungry through Teens Opposing Poverty, and providing Youth Challenge women with food, supplies, computer classes, and Bible studies; and

WHEREAS, the Council for the City of Newport News wishes to recognize the Trinity United Methodist Church family on its 130th Anniversary and the Council acknowledges the many individuals who have supported the Church and its leaders in its commitment to mankind through the numerous ministries, programs, and services offered to the citizens of City of Newport News.

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

1. That it hereby recognizes and congratulates Trinity United Methodist Church on its 130th anniversary in the City of Newport News.

2. That it congratulates Trinity United Methodist Church for its dedicated service to the citizens of Newport News, and extends its best wishes for continued success and development in the City of Newport News.

3. That a copy of this resolution be spread upon the records of this body and that a copy be presented to Trinity United Methodist Church.

4. That this resolution shall be in effect on and after the date of its adoption, September 13, 2016.

F. Consent Agenda

5. Resolution Expressing Approval for the State Biennial Fiscal Year 2017 – 2018 Hampton-Newport News Community Services Board (H-NNCSB) Performance Contract

ACTION: A REQUEST TO APPROVE A RESOLUTION EXPRESSING APPROVAL FOR THE STATE BIENNIAL FISCAL YEAR (SFY) 2017-2018 HAMPTON-NEWPORT NEWS COMMUNITY SERVICES BOARD (H-NNCSB) PERFORMANCE CONTRACT.

BACKGROUND:

- Community Services Boards (CSBs) are required to submit Performance Contracts to the Department of Behavioral Health and Developmental Services (DBHDS) on a biennial basis.
- The Performance Contracts serve as a performance and accountability document between the DBHDS and CSBs for the localities served.
- The DBHDS established deadline for the H-NNCSB to submit its SFY 2017-2018 Performance Contract is September 30, 2016.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

CM Memo re HNNCSB Performance Contract

sdm14568 Approving the FY17 and FY18 Performance Contract - Hpt-NN CSB

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Hampton-Newport News Community Services Board (H-NNCSB) –
FY 2017 – 2018 Performance Contract

Annually, the 40 Community Services Boards have been required to submit a Performance Contract to the Virginia Department of Behavioral Health and Developmental Services (DBHDS). Based on a change to the *Code of Virginia* (37.2-508) the period of performance contract renewal has been adjusted to biennially beginning with State Fiscal Year (SFY) 2013. This will be the 17th Performance Contract between the Hampton-Newport News Community Services Board and the DBHDS. The performance contract submission includes the related budget for SFY 2017. The performance contract submission includes the related budget for SFY 2017 to include a General Fund contribution in the amount of \$1,523,521 from the City's Adopted FY 2017 Annual Operating Budget.

The Performance Contract serves as a performance reporting and accountability document between the DBHDS and CSBs. The Performance Contract includes the scope of services and responsibilities for CSBs and the DBHDS, the values, roles, and responsibilities of the partners in the public behavioral health system, and general statutory, regulatory, policy and other requirements.

The *Code of Virginia* also provides that CSBs may apply for financial assistance from DBHDS by submitting its proposed performance contract together with the approval of the CSB's Board of Directors and the approval of the contract by formal vote of the governing body of each city or county that established the CSB. The H-NNCSB has made the proposed performance contract available to the public for a period of 30 days for comment as the Board formally approved the performance contract and budget at its regular meeting of the Board held on May 26, 2016.

The Honorable City Council

Page 2

Hampton-Newport News Community Services Board (H-NNCSB) -

FY 2017 - 2018 Performance Contract

September 7, 2016

I recommend approval of the Hampton-Newport News Community Services Board (H-NNCSB) Performance Contract for SFY 2017 and 2018 prior to the established deadline of September 30, 2016.


James M. Bourey

JMB:AKA:jlt

cc: Natale Ward Christian, Executive Director, H-NNCSB

Alan K. Archer, Assistant City Manager

Venerria L. Thomas, Director, Department of Human Services

Lisa J. Cipriano, Director, Department of Budget and Evaluation

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE APPROVAL OF THE NEWPORT NEWS CITY COUNCIL FOR THE STATE BIENNIAL FISCAL YEAR 2017 AND FISCAL YEAR 2018 HAMPTON-NEWPORT NEWS COMMUNITY SERVICES BOARD PERFORMANCE CONTRACT.

WHEREAS, Title 37.2 of the Code of Virginia requires that a performance contract negotiated between the Department of Behavioral Health and Development Services (the “Department”) and the Hampton-Newport News Community Services Board (the “CSB”) and approved by the CSB be submitted for approval by formal vote of the governing body of each political subdivision that established the CSB; and

WHEREAS, the Cities of Newport News, Virginia, and Hampton, Virginia, established the CSB in January of 1971; and

WHEREAS, the Department provided to the CSB a Letter of Notification setting out the amount of state and federal funding that would be available to the CSB during FY 2017; and

WHEREAS, the CSB approved the biennial FY 2017 and FY 2018 Community Services Board Performance Contract on May 26, 2016, and recommended it to the Newport News City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia (the “Council”):

1. That in accord with the Code of Virginia it approves the biennial FY 2017 and FY 2018 Community Services Board Performance Contract between the State’s Department of Behavioral Health and Developmental Services and the CSB.
2. That it hereby authorizes and directs the City Manager to approve the performance contract and to forward a copy of this resolution to the Commissioner of the Department.

F. Consent Agenda

6. Ordinance Amending City Code, Chapter 2, Administration; Article XX., Office of Purchasing; Division 1., Generally; Section 2-554, General Procedure; Section 2-561(a)., Notice Inviting Bids; and Section 2-569.2, Public Notice; to Align with Recent State Code Changes

ACTION: A REQUEST TO ADOPT AN ORDINANCE AMENDING CITY CODE, CHAPTER 2, ADMINISTRATION; ARTICLE XX., OFFICE OF PURCHASING; DIVISION 1., GENERALLY; SECTION 2-554, GENERAL PROCEDURE; SECTION 2-561(a)., NOTICE INVITING BIDS; AND SECTION 2-569.2, PUBLIC NOTICE; TO ALIGN CITY CODE WITH RECENT STATE CODE CHANGES.

BACKGROUND:

- In the 2016 session of the General Assembly, revisions to the Virginia Public Procurement Act (VPPA) were approved and became effective July 1, 2016, which requires the City of Newport News to align its code with state code.
- The first change allows transportation-related construction projects not exceeding \$25,000 to be procured through small purchase procedures.
- The second change allows electronic posting and removes requirements of posting Invitation to Bids and Request for Proposals on the Office of Purchasing's physical bulletin board.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

CM Memo re Ord Amdmnt to Chapt 2 Purchasing
sdm14615 Sec. 2-554, 2-561 and 2-569.2

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

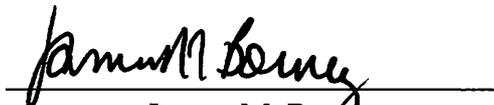
TO: The Honorable City Council
FROM: City Manager
SUBJECT: City Code Amendments for the Office of Purchasing

The General Assembly approved revisions to the Virginia Public Procurement Act (VPPA) which were effective July 1, 2016. An amendment to City Code, Chapter 2, Administration, Article XX, Office of Purchasing, is requested to reflect the change in the VPPA to continue to align the City Code with the VPPA. An amendment related to public notices for Invitation for Bids and Request for Proposals is also requested.

The recommended change related to the VPPA revision modifies Section 2-554 and clarifies that transportation-related construction projects that do not exceed \$25,000 can be procured through small purchase procedures.

The second change amends Section 2-561 (a) and 2-569.2 to allow electronic posting of Invitation for Bids and Request for Proposals on the City's website and eVA, the State's eProcurement Portal and removes the requirement of posting these opportunities on a bulletin board at the Office of Purchasing.

I recommend approval of these changes.


James M. Bourey

JMB:GWS:wmp

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 2, ADMINISTRATION, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE XX., OFFICE OF PURCHASING, DIVISION 1., GENERALLY, SECTION 2-554, GENERAL PROCEDURE ; DIVISION 2., COMPETITIVE BIDDING, SECTION 2-561, NOTICE INVITING BIDS AND DIVISION 3., COMPETITIVE NEGOTIATION, SECTION 2-569.2, PUBLIC NOTICE.

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

That Chapter 2, Administration, of the Code of the City of Newport News, Virginia, Article XX., Office of Purchasing, Division 1., Generally, Section 2-554, General procedure; Division 2., Competitive Bidding, Section 2-561, Notice inviting bids; and Division 3., Competitive Negotiation, Section 2-569.2, Public notice, be, and the same hereby is, amended and reordained as follows:

CHAPTER 2

ADMINISTRATION

ARTICLE XX. OFFICE OF PURCHASING

DIVISION 1. GENERALLY

Sec. 2-554. General procedure.

(a) The purpose of this article is to enunciate the public policies pertaining to governmental procurement from nongovernmental sources, to include governmental procurement which may or may not result in monetary consideration for either party. This article shall apply whether the consideration is monetary or nonmonetary and regardless of whether the city, the contractor, or some third party is providing the consideration.

(b) All single or term contracts for goods and services other than professional services when the estimated cost is expected to exceed one hundred thousand dollars (\$100,000.00) shall be purchased from the lowest responsive, responsible bidder, after due notice inviting bids.

(c) Construction of improvements estimated to cost more than fifty thousand dollars (\$50,000.00) shall be procured only by competitive sealed bidding except that at the option of the city, non-transportation related construction not expected to exceed one hundred thousand dollars (\$100,000.00) may be procured through the small purchase procedures as described in section 2-

554.1.

(d) Transportation related construction, if the aggregate or sum of all phases is not expected to exceed twenty-five thousand dollars (\$25,000.00) may be procured through the small purchase procedures described in section 2-554.1.

DIVISION 2. COMPETITIVE BIDDING

Sec. 2-561. Notice inviting bids.

(a) The notice inviting bids referred to in section 2-554 shall be posted on ~~a public bulletin board at the office of purchasing~~the City's website or the State's Department of General Services' central electronic procurement website, or both, ~~and may be~~ published in a newspaper of general circulation, ~~or both,~~ and may be posted on a website normally used for such postings; at least ten (10) days prior to the date set for the receipt of bids. Such notice shall include a general description of the articles to be purchased or sold and shall state where bid forms and specifications may be secured and the time and place for opening bids. Such notice shall state the procedure for the withdrawal of a bid due to error.

(b) In addition to the notice referred to in subsection (a) above, the purchasing agent may solicit bids from vendors in the business of providing the commodity or service desired.

DIVISION 3. COMPETITIVE NEGOTIATION

Sec. 2-569.2. Public notice.

At least ten (10) days prior to the date set for receipt of proposals, public notice shall be given by posting on ~~a public bulletin board at the office of purchasing~~the City's website or the State's Department of General Services' central electronic procurement website, or both, and by publication in a newspaper or newspapers of general circulation in the area in which the contract is to be performed so as to provide reasonable notice to the maximum number of offerors that can be reasonably anticipated to submit proposals in response to the particular request. In addition, proposals may be ~~posted on a public website~~ or solicited directly from potential contractors.

F. Consent Agenda

7. Ordinance Amending City Code, Chapter 11, Watercraft, Docks, Piers and Waterways; Article I, In General; Section 11-16, Storing, Painting and Repairing Watercraft Upon the Public Beaches and Shore Lines of the City

ACTION: A REQUEST TO ADOPT AN ORDINANCE AMENDING CITY CODE, CHAPTER 11, WATERCRAFT, DOCKS, PIERS AND WATERWAYS; ARTICLE I, IN GENERAL; SECTION 11-16, STORING, PAINTING AND REPAIRING WATERCRAFT UPON THE PUBLIC BEACHES AND SHORE LINES OF THE CITY; TO ALLOW PERSONAL WATERCRAFT USERS TO PULL UP THEIR SMALL UNMOTORIZED WATERCRAFT FOR A LIMITED TIME AND IN DESIGNATED AREAS.

BACKGROUND:

- Currently, Section 11-16 prohibits personal watercraft users, canoers, kayakers and others from pulling up their watercraft, even temporarily, onto public beaches and shorelines.
- In reality, most watercraft users still temporarily pull their craft onshore to rest, access park concessions, use park restrooms, etc.
- This Amendment would officially allow watercraft users to temporarily (for periods of no more than 3 hours) pull up their watercraft onto areas of public beaches and shorelines that the City designates for this purpose.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

CM Memo re Chapt 11 Watercraft Amdmnt
sdm14429 Amending Sec. 11-16

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 5, 2016

TO: The Honorable City Council
FROM: The City Manager
SUBJECT: Ordinance Amendment to City Code, Chapter 11, Watercraft

City Council is requested to adopt an Ordinance amending City Code, Chapter 11, Watercraft; Article I., In General; Section 11-16, which currently prohibits any person from drawing upon, or placing, any watercraft on the City's beaches and shorelines for any reason other than a bona fide emergency. The original intent of this Ordinance was likely to prohibit the City's shorelines from being littered with derelict watercraft, or creating unsafe conditions where watercraft might damage sensitive shoreline vegetation or conflict with swimmers. To comply with this Ordinance, all personal watercraft and small boat owners (kayakers, canoers, etc.) must currently find a way to "anchor" their watercraft offshore when they are accessing any public beach or shoreline.

While, in many cases, this restriction is reasonable to help prohibit shoreline damage and erosion, there are situations where allowing small watercraft users to temporarily pull their craft onshore would also be reasonable. In Huntington Park, for example, allowing canoers, kayakers and other small boaters to temporarily pull their watercraft onshore (in designated areas away from swimmers or larger watercraft) to rest, visit park concessions or use park restrooms would be appropriate. Pulling personal watercraft onshore would also serve to protect the craft from the wake or conflict created by the adjacent large boat ramps at the Park.

The Director of Parks, Recreation and Tourism is recommending that the existing Section 11-16, which prohibits any "beaching" of watercraft be amended to allow personal and small watercraft the ability to temporarily (for periods not to exceed three consecutive hours) be pulled up onto designated areas of public beaches and shorelines. Designated areas would be marked with appropriate signage.

I concur with this recommendation and encourage City Council's adoption of the Ordinance amendment.


James M. Bourey

JMB:mdp

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 11, WATERCRAFT, DOCKS, PIERS AND WATERWAYS, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE I, IN GENERAL, SECTION 11-16, STORING, PAINTING AND REPAIRING WATERCRAFT UPON THE PUBLIC BEACHES AND SHORE LINES OF THE CITY.

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

That Chapter 11, Watercraft, Docks, Piers and Waterways, of the Code of the City of Newport News, Virginia, Article I, In General, Section 11-16, Storing, painting and repairing watercraft upon the public beaches and shore lines of the city, be, and the same hereby is, amended and reordained as follows:

CHAPTER 11

WATERCRAFT, DOCKS, PIERS AND WATERWAYS

ARTICLE I. IN GENERAL

Sec. 11-16. Storing, painting and repairing watercraft upon the public beaches and shore lines of the city; exception.

(a) Except as otherwise provided by law, it shall be unlawful for any person to place, store or draw upon the public beaches and shore lines of the city any watercraft for any reason other than a bona fide emergency.

(b) Personal watercraft and small unmotorized watercraft such as canoes and kayaks may be pulled up, for no more than three consecutive hours, upon the public beaches and shore lines of the city in the areas designated for such watercraft. The designated area shall be at least fifty (50) feet from any area where a person is permitted to bathe, swim or wade. This subsection shall not be construed to allow the long-term storage, painting or repairing of such watercraft upon the public beaches and shore lines of the city.

F. Consent Agenda

8. Resolution Accepting a U.S. Department of Housing and Urban Development (HUD) Choice Neighborhood Initiative Planning Grant (CNI) and Authorizing the City Manager to Sign Agreements with HUD for Acceptance of Grant Award

ACTION: A REQUEST TO APPROVE A RESOLUTION ACCEPTING A U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) CHOICE NEIGHBORHOOD INITIATIVE PLANNING GRANT (CNI) AND AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS WITH HUD FOR ACCEPTANCE OF THE GRANT AWARD.

BACKGROUND:

- The grant is a planning grant that is to be used for the development of a Transformation Plan for the Marshall-Ridley Choice Neighborhood area.
- The CNI planning process will leverage public and private investment, and partnerships with a range of community stakeholders to bring together resources to support and transform the Marshall-Ridley area to a neighborhood of choice.
- The City was one of ten communities throughout the country that was selected for this grant award.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

CM Memo re HUDs CNI Grant Award

sdm14618 Accepting HUD Choice Neighborhood Initiative Planning Grant

CITY OF NEWPORT NEWS

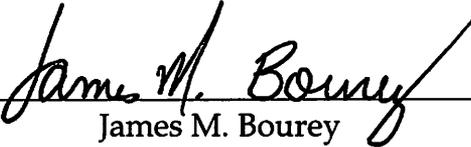
OFFICE OF THE CITY MANAGER

September 7, 2016

TO: The Honorable City Council
FROM: City Manager
SUBJECT: Choice Neighborhood Initiative Grant Award to the City and NNRHA

The City of Newport News was awarded a Choice Neighborhood Initiative (CNI) grant in the amount of \$500,000 from the Department of Housing and Urban Development (HUD). The grant is a planning grant that is to be used for the development of a Transformation Plan for the Marshall-Ridley Choice Neighborhood area. The CNI planning process will leverage public and private investment and partnerships with a range of community stakeholders to bring together resources to support and transform the Marshall - Ridley area to a neighborhood of choice. In addition to the award from HUD, the CNI Planning grant leverages \$293,000 in cash and \$751,000 in supporting commitments from public and private investments and partnerships. The City was one of ten communities throughout the country that was selected for this grant award. The grant award stipulates that the Transformation Plan must be developed, adopted and approved within twenty four months of acceptance.

This is an exciting opportunity for the City and we are looking forward to beginning the process. I recommend that Council approve the attached resolution appropriating the funding and authorizing me to sign the necessary agreements to facilitate the grant.


James M. Bourey

JMB:CDR:cno

RESOLUTION NO. _____

A RESOLUTION ACCEPTING HUD CHOICE NEIGHBORHOOD INITIATIVE PLANNING GRANT AND AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS WITH HUD FOR ACCEPTANCE OF GRANT AWARD.

WHEREAS, The United States Department of Housing and Urban Development (HUD) awarded the City of Newport News (the City) and the Newport News Redevelopment and Housing Authority (NNRHA) a \$500,000 Choice Neighborhood Initiative (CNI) Planning Grant to develop a Transformation Plan for the Marshall-Ridley Choice Neighborhood; and

WHEREAS, the CNI process leverages public and private investments and partnerships with a range of community stakeholders to bring together the financial and human resources to support and sustain transformation of the Marshall-Ridley Choice Neighborhood; and

WHEREAS, in addition to the CNI Planning Grant award from HUD, totaling \$500,000, the CNI Planning Grant leverages \$293,000 in cash and \$751,000 in supporting commitments from public and private investments and partnerships; and

WHEREAS, the Marshall-Ridley Choice Neighborhood planning area boundaries are 39th Street to the north, Hampton Roads harbor to the south, I-664 to the west, and Marshall Avenue and the former Chase Bag property to the east; and

WHEREAS, The City was one of ten grantees for FY2015/FY2016 to receive a CNI grant out of an applicant pool of 64, and was the only recipient in Virginia; and

WHEREAS, per HUD grant requirements, the Transformation Plan must be completed, adopted, and approved within 24 months of the grant award; and

WHEREAS, HUD funding regulations require the City's approval of receipt of the grant and require the City Manager to sign related agreements with HUD.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Newport News, Virginia, that it desires to, and does hereby approve and accept the HUD CNI Planning Grant in the amount of \$500,000 for development of a Transformation Plan for the Marshall-Ridley Choice Neighborhood, and it hereby authorizes the City Manager to sign related agreements for facilitation of the grant.

G. Other City Council Actions

1. 1 of 2: Support for the Arts - The Virginia Commission for the Arts Grant - \$5,000

ACTION: A REQUEST TO APPROVE A RESOLUTION APPROPRIATING \$5,000 OF STATE GRANT REVENUE FROM THE VIRGINIA COMMISSION FOR THE ART FOR ALLOCATION BY THE CITY TO LOCAL PERFORMING AND FINE ARTS ORGANIZATIONS.

BACKGROUND:

- The Virginia Commission for the Arts has awarded the City a \$5,000 Local Government Challenge Grant.
- These grant funds will be used in conjunction with the \$154,879 approved in the City's FY 2017 Operating Budget for Support of the Performing Arts.

FISCAL IMPACT:

- The City's matching funds to this grant in the amount of \$154,879 have been budgeted in the FY 2017 General Fund Operating Budget.
- The City Manager recommends approval.

ATTACHMENTS:

Description

CM Memo re NN Arts Commission Grant-5,000

FY17 State Award Letter

sdm14658 Appropriation re NN Arts Commission Grant

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

TO: The Honorable City Council
FROM: City Manager
SUBJECT: FY 2017 Virginia Commission for the Arts

The City of Newport News has been awarded a Local Government Challenge grant in the amount of \$5,000 from the Virginia Commission for the Arts. The grant funds will be pooled with the \$154,879 approved in the City's FY 2017 General Fund budget for Support for the Performing Arts and award individual grants to eligible performing and fine arts organizations. City Council will be requested to approve the individual grant awards in a resolution that follows this proposed appropriation.

Approval of the appropriation is recommended.


James M. Bourey

JMB:jp

Attachment



COMMONWEALTH of VIRGINIA

Commission for the Arts

1001 EAST BROAD STREET, SUITE 330
RICHMOND, VIRGINIA 23219-2010

June 24, 2016

BOARD/COMMISSION MEMBERS

CHARLES G. ELLIS, CHAIR
DANVILLE, VA

SHARRON KITCHEN MILLER, VICE CHAIR
NEWPORT NEWS, VA

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MARGARET G. VANDERHYE
EXECUTIVE DIRECTOR

Joanne Palmeira, Supervisor of Cultural Arts
Newport News, City of
Newport News Arts Commission 2410 Warwick Ave
Newport News, VA 23607

Grant I.D. #: 17-0310

Federal I.D. #: 546022059

Local Government Challenge Grant: \$5,000

Vendor I.D. # 0000050480

Dear Ms. Palmeira:

It is a pleasure to inform you that the Virginia Commission for the Arts has awarded your locality a Local Government Challenge Grant for FY17 in the amount on the reference line above.

Your signature on the certification of assurances attached to the application indicated your agreement to the grant conditions. Any changes in the distribution of either the local or state funds must be reported to the Commission staff. In all published materials and announcements about your local re-granting program, acknowledgement must be made that the program is partially supported by the Virginia Commission for the Arts and the National Endowment for the Arts. High resolution logos for the VCA and NEA can be downloaded from the Commission website www.arts.virginia.gov

In order to release the funds, the Commission must receive written confirmation that your local government has fulfilled the matching requirement no later than **February 1, 2017**. The requirement is met through an appropriation of 2016 - 2017 local tax revenues for arts organizations matching or exceeding the amount of the grant. The confirmation letter must include a list of the organizations that received funding and the total amount, including a breakout of the Commission's \$ share and the local government's \$ share, awarded to each organization. This confirmation must take the form of the appropriate page of your jurisdiction's approved 2016 - 2017 budget and/or a copy of the check(s) to the sub-grantee(s).

The Commission is grateful for your contribution in making high quality arts activities available to the citizens of Virginia. Please accept our best wishes for your continued success.

Sincerely,

Margaret Vanderhaye
Executive Director

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING FUNDS FROM LOCAL GOVERNMENT CHALLENGE GRANT TO VIRGINIA COMMISSION FOR THE ARTS.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

That it hereby appropriates funds from Local Government Challenge Grant to Virginia Commission for the Arts, as follows:

Appropriation From:

Local Government Challenge Grant
2640-000-37-3796-482000-000000-0000-
37R17-37R17

\$ 5,000.00

Appropriation To:

Virginia Commission for the Arts
2640-000-37-3796-556302-000000-0000-
37R17-37R17

\$ 5,000.00

G. Other City Council Actions

2. 2 of 2: Newport News Arts Commission (NNAC) - FY 2017 Support for the Arts Funding Recommendations - \$159,879

ACTION: A REQUEST TO APPROVE A RESOLUTION APPROPRIATING \$159,879 WHICH IS ALLOCATED TO SPECIFIC GRANT AWARDS TO VARIOUS LOCAL PERFORMING AND FINE ARTS ORGANIZATIONS IN ACCORDANCE WITH THE RECOMMENDATIONS FROM THE NEWPORT NEWS ARTS COMMISSION (NNAC).

BACKGROUND:

- Through an annual competitive application process NNAC makes recommendations to City Council for allocation of combined City and State grant funds to various local performing and fine arts organizations.

- The combined funding available for FY 2017 is \$159,879.

FISCAL IMPACT:

- City Council approved \$154,879 in the FY 2017 General Operating Budget for Support for the Performing Arts.
- The amount provides the local match required for the \$5,000 Virginia Commission for the Arts grant recommended under the previous separate action.
- The City Manager recommends approval.

ATTACHMENTS:

Description

CM Memo re NNAC Support for Performing Arts

FY 2017 General & Funding Guidelines

FY 2017 Funding Recommendations

sdm14665 Appropriation re Support for Performing Arts

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

TO: The Honorable City Council
FROM: City Manager
SUBJECT: Newport News Arts Commission FY 2017 Grant Awards

The Newport News Arts Commission (NNAC) provides grant funding to non-profit organizations that produce, present or support dance, literary arts, media arts, music, theater, visual and related arts within the City, or which serves City residents. The members of the NNAC annually review applications that are submitted in May, and follow guidelines in determining which organizations will receive funding and the amount that will be awarded. The criteria used during the review include: the number of people served (with emphasis on Newport News residents), scarcity or availability of comparable programs, nature, and extent of other available public and private support, and competence of the organization. The NNAC holds hearings in July to meet with approximately half of the agencies (alternating every other year with the other half). The funding is provided in the form of general operating support or for special projects, and the amount awarded must fit within established parameters based on the organization's income or project budget.

On July 12, 2016, the NNAC met to review grant submissions from various local performing and fine arts organizations. This year, \$154,879 was approved by City Council in the City's FY 2017 General Operating Budget to fund the NNAC grant applications. Coupled with the \$5,000 award from the Virginia Commission for the Arts, a grand total of \$159,879 is available and has been recommended for award.

Approval of the appropriation resolution is recommended.


James M. Bouzey

JMB:jp

Attachments (2)

CITY OF NEWPORT NEWS

Arts Commission

General Guidelines

The Newport News Arts Commission (NNAC) provides funding for:

- performing and fine arts organizations holding nonprofit status, as determined by the United States Internal Revenue Code. Applicants must provide proof of nonprofit status, or pending application, and must inform the NNAC immediately of any change in the organization's tax-exempt status.
- applicants who are in compliance with Titles VI and VII of the Civil Rights Act of 1964; the Age of Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; and the Immigration and Control Act of 1986.
- applicants who produce, present, or support dance, literary arts, media arts, music, theater, visual, and related arts within the City, or which serve City residents.

Low priority will be given to organizations that do not exhibit strong efforts to seek alternative funding resources prior to making application.

All applications must be typewritten following the appropriate format and submitted to Downing-Gross Cultural Arts Center not later than 4:00 p.m. on Friday, May 6, 2016. No applications will be considered after the announced deadline. No application will be considered from a previous grantee that has not filed a final report on any previously funded project, unless this requirement has been waived by written notice from the NNAC. Final reports for the 2016-2017 year are due in the Downing-Gross Cultural Arts Center not later than 5:00 p.m. on Friday, June 23, 2017. All necessary forms and information are available on the NNAC web site at www.nnva.gov/arts-commission.

Completed applications must be signed by an officer of the applicant organization or an individual authorized to certify the accuracy of the application and any attachments, as well as the organization's compliance with all criteria of eligibility for funding.

Applicants should put the names and addresses of Commissioners on their mailing lists.

Each grantee must maintain accurate financial records for any activity supported by the NNAC. The Commission or its authorized representative will have access to these records.

CITY OF NEWPORT NEWS

Arts Commission

Funding Guidelines

1. The Newport News Arts Commission (NNAC) provides funding for programs in the performing and fine arts for organizations that have been in existence for at least one year, with a Board of Directors and visible support from the community. Activities must take place within Newport News or within a reasonable radius of the City of Newport News, or clearly serve the City's residents. The Commission views its financial assistance as that of a catalyst, helping to augment and strengthen private support of the arts. Support of an organization or project does not imply future Commission support. Application must be made each year, and will be considered in relation to applications submitted by all other organizations. All Commission grants are subject to available funds.

2. Organizations making multiple requests in the same funding cycle should indicate to the NNAC, at the time of application, an order of priority for the projects. Funding is not available for applicants that are part of the City's infrastructure. Organizations that receive other funding from the City (City Council or City Departments) may apply for a NNAC grant in the same fiscal year the other funding is received, but this will be taken into consideration when the grants are awarded.

3. The NNAC provides funding in the following areas to assist organizations of artistic merit in fulfilling their missions by providing funds to maintain their stability and encourage their advancement.

a. General Operating Support:

* For organizations three years old or less, funding will not exceed 10% of the previous year's General Operating Support cash income, less NNAC support.

* For established organizations (more than three years old), funding will not exceed 25% of the previous year's General Operating Support cash income, less NNAC support. Most grantees receive much less than 25% of their income.

* The minimum grant award is \$500.

b. Special Project Grants: Designed to provide funding support to eligible organizations for special activities, especially projects targeting students and special audiences.

* Funding for special project grant applications will not exceed 50% of the project budget.

* The minimum grant award is \$500.

* Projects that take place within the City of Newport News will receive higher priority.

Funding Guidelines - Page 2

4. All applications will be judged according to the following criteria:
 - quality of the program or project;
 - managerial and fiscal competence of the organization, including the capability of the organization to carry out the proposal;
 - service to the public, including the number of people served, particularly Newport News residents;
 - scarcity or availability of comparable programs or services in the City; and
 - nature and extent of other available public and private support, whether monetary, in-kind, membership, etc.

5. Grant awards may be used only for those programs or purposes specified in the application and approved by the NNAC. A signed application form is the applicant's agreement to do what is described in the application. If an organization undergoes a substantive change in its mission, its artistic leadership, or its management as described in the approved grant application during the grant period, the NNAC must be notified. The Commission reserves the right to recommend adjustment to grant funding if, in the Commission's opinion, these changes alter the purpose for which funds were awarded, or the Commission may require the grantee to submit justification for continuing to receive the grant funds.

6. The NNAC reserves the right to request the return of all or part of any grant award for noncompliance with the specified terms and conditions of the award. Any leftover monies not used for the program(s) or purpose(s) specified in the application and approved by the NNAC, must be returned to the NNAC by Friday, June 30, 2017 with a check made payable to the City of Newport News. Checks should be mailed to:

Newport News Arts Commission
Department of Parks, Recreation & Tourism
Downing-Gross Cultural Arts Center
2410 Wickham Avenue
Newport News, VA 23607

7. All arts and cultural organizations receiving funds must publish the following credit:

XXXXX receives funding from the Newport News Arts Commission and City of Newport News.

8. Questions should be directed to the NNAC liaison, Joanne Palmeira, at (757) 247-8950.

City of Newport News
Arts Commission
Fiscal Year 2017 Grant Descriptions

GRANT TITLE AND DESCRIPTION RECOMMENDED FOR FY 2017 FUNDING (General Operating Support)	COMMISSION LIAISON	AMOUNT REQUESTED	AMOUNT FUNDED
<p>1 CAPA Fund CAPA is an arts organization uniquely committed to the art of classical ballet. The CAPA Fund is seeking funding assistance for general operating support for the 2016-2017 fiscal year. The CAPA Fund is focused primarily on performing arts opportunities for children and youth and bring arts to the broader community. Many of CAPA Fund's major productions take place in Newport News including the annual production of the Nutcracker at the Ferguson Center for the Arts Hall and the spring musical.</p>	Courtney Gilmore	\$15,000.00	\$4,500.00
<p>2 Chesapeake Bay Wind Ensemble, Inc. The Chesapeake Bay Wind Ensemble is requesting operating funding to enable them to perform at larger venues such as Ferguson Music and Arts Theater. The size of their expanding group of musicians is increasing and requires a larger stage. They present 6-7 concerts a year at an affordable cost (\$5-\$12) for citizens of Newport News. They continue to offer free admission to children and students under the age of 18.</p>	Sandra Parks	\$1,000.00	\$500.00
<p>3 Cultural Alliance of Greater Hampton Roads The Cultural Alliance's Mission is to stimulate cultural vitality and to facilitate the development of healthy and dynamic cultural arts institutions throughout Hampton Roads. They are requesting funding to support workshops and programs that services the managerial, financial, operational and technical needs of the area arts and cultural organizations, individual artists and arts constituents.</p>	James Gandolfo	\$1,000.00	\$500.00
<p>4 Magic of Harmony Show Chorus Magic of Harmony Show Chorus is a woman's organization committed to advancing the musical art form of 4-part a cappella harmony arranged in the barbershop style. They are requesting funding for general operating support.</p>	Michelle Gilliam	\$750.00	\$500.00
<p>5 Mildred McDaniel Concert Series The Mildred McDaniel Concert Series was created to provide an intimate venue for superior quality musical performances for the city of Newport News and beyond. For the last nine years the concert series has provided nine to ten exceptional musical performances annually. These performances are free and open to the public.</p>	Charles Harper	\$1,738.00	\$700.00
<p>6 Peninsula Community Theatre Located in Hilton Village, PCT's mission is to offer quality amateur theater to Newport News and surrounding areas. The 56th season will offer two musical productions, three non-musical productions, a drama, two comedy shows and five Children's Theatre productions. The combined anticipated audience for the upcoming season is approximately 8,000 patrons.</p>	Kelley Cody	\$6,000.00	\$4,000.00

City of Newport News
Arts Commission
 Fiscal Year 2017 Grant Descriptions

GRANT TITLE AND DESCRIPTION RECOMMENDED FOR FY 2017 FUNDING (General Operating Support)	COMMISSION LIAISON	AMOUNT REQUESTED	AMOUNT FUNDED
7 Peninsula Fine Arts Center (PFAC) PFAC provides visual art programming services to the local community and school systems. The funds requested in this grant are for general operating expenses for 2016-2017. The Peninsula Fine Arts Center is seeking assistance in meeting normal operating costs as they work to continue high quality offerings to the local community and schools.	Pat Franklin	\$20,000.00	\$12,000.00
8 Port Warwick Foundation The Port Warwick Art & Sculpture Festival, now in its 12th year, is the Virginia Peninsula's premiere outdoor juried art show, held in William Styron Square. The 12th Annual Art and Sculpture Festival will have approximately 100 local and nationally selected artists. The funding would also help support the Port Warwick Summer Concert Series that produces 16 free concerts from May through August; and the Port Warwick Holiday Tree Lighting that offers live holiday entertainment and Santa.	Michelle Gilliam	\$6,000.00	\$3,000.00
9 Soundscapes, Inc. Soundscapes, Inc. is an afterschool education and intervention organization teaching transformational life skills to disadvantaged youth in Newport News, using intensive music study and ensemble performance. FY 2017 will serve 200 public school students in grades 1-8, providing between 128 and 320 annual hours of instruction per year at Carver Elementary. The program will provide readiness in Music, Instrument, Ensemble and Orchestral Performance.	Charles Harper	\$10,110.00	\$2,500.00
10 Tidewater Arts Outreach Tidewater Arts Outreach presents over 200 Outreach programs each year for clients and residents of 60+ dependent care centers and programs in seven Hampton Roads cities. In FY17 Newport News Community Arts Outreach Programs will make up 15% of our primary activity of presenting music and arts programs throughout Hampton Roads.	Charles Harper	\$6,500.00	\$4,000.00
11 Virginia Choral Society Funds requested in this proposal will be used to support expenses of the Virginia Choral Society, Inc. in presenting choral concerts in Newport News. The 2016-2017 concert season as currently planned consists of ten ticketed concerts, six of which are in Newport News.	Gerald Deforge	\$2,500.00	\$600.00

City of Newport News
Arts Commission
 Fiscal Year 2017 Grant Descriptions

GRANT TITLE AND DESCRIPTION RECOMMENDED FOR FY 2017 FUNDING (General Operating Support)	COMMISSION LIAISON	AMOUNT REQUESTED	AMOUNT FUNDED
12 The Virginia Opera Association, Inc. The Virginia Operation Association, Inc. is requesting general operating funds to assist with main stage touring productions and outreach programs produced during the 2016-2017 performance season. The company will offer a musical production "Afternoon of Opera" and Broadway program to be presented in the Music and Theatre Hall at Ferguson Center for the Arts, Christopher Newport University. Each year their main stage productions at Harrison Opera House feature designated preview performances for Newport News middle and high school students. Again this year the Opera will distribute 200 free tickets to local students who are unable to pay the nominal fee. Virginia Opera is committed to enriching the lives of young people by instilling in them an appreciation for the arts and introducing new audiences to opera in accessible ways and venues.	Sandra Parks	\$ 20,000.00	\$ 6,700.00
13 Virginia Stage Company The area's leading professional theater company provides year round, quality classic and contemporary theater productions in the historic Wells Theater in Norfolk. Outreach includes discounted student matinees, tours, interviews and workshops all designed to encourage and educate students.	James Gandolfo	\$6,000.00	\$2,200.00
14 Virginia Symphony Orchestra (VSO) The VSO is the cornerstone of the performing arts in Southeastern Virginia, providing the professional musicians and orchestral support for the Virginia Opera, the Virginia Arts Festival, and many others. The VSO ranks in the top ten percent of professional orchestras nationwide. Each year, tens of thousands of people attend performances and participate in music education activities in Newport News, including eight world class orchestral performances and four performances of contemporary hits.	Gerald Deforge	\$75,000.00	\$22,000.00

City of Newport News
Arts Commission
 Fiscal Year 2017 Grant Descriptions

GRANT TITLE AND DESCRIPTION RECOMMENDED FOR FY 2017 FUNDING (General Operating Support)	COMMISSION LIAISON	AMOUNT REQUESTED	AMOUNT FUNDED
15 York River Symphony Orchestra York River Symphony Orchestra (YRSO) is comprised of amateur and professional musicians who provide symphony orchestra musical programs of high quality with affordable ticket prices for the Peninsula communities, including Newport News. Some of the concerts are offered at no charge. An additional purpose of YRSO is to showcase young local musicians by providing them an audience to perform with a full orchestra upon winning the YRSO's annual Young Artists' Concerto competition.	Kelley Cody	\$2,000.00	\$1,000.00
16 Young Audiences of Virginia, Inc. (YAV) YAV is seeking funding for the general operating fund. Young Audiences of Virginia (YAV) is dedicated to bringing innovation and imagination to education through the arts. When the arts are integrated into the educational lives of the local children, their diverse intelligences and the learning styles are valued and enhanced, and they learn more effectively. YAV's programming is designed to collaborate with local educators, YAV staff, and all artistic faculty to create programs that address specific standards of learning. YAV's programs expose students to all art disciplines, including music, dance, theatre, storytelling, and visual and literary arts. These programs are designed to teach core curriculum for students to practice creative and critical problem-solving techniques through the arts. Professional development programs for educators provide teachers with arts-integration techniques to reach the diverse learning styles of our local school children.	Pat Franklin	\$15,000.00	\$10,000.00
SUBTOTAL		\$173,598.00	\$74,700.00

City of Newport News
Arts Commission
 Fiscal Year 2017 Grant Descriptions

GRANT TITLE AND DESCRIPTION RECOMMENDED FOR FY 2017 FUNDING (Project Support)		COMMISSION LIAISON	AMOUNT REQUESTED	AMOUNT FUNDED
1	Access Virginia Access Virginia works to make the arts accessible to children and adults with disabilities. The Access Virginia Accessibility Program (AVAP) makes attending live theater possible for everyone by working with local theaters to educate them on the needed accommodations for people who are deaf and hard of hearing (DHH) and the blind and visually impaired (BVI). <i>The Theater Arts: A Sensory Connection for Students who are Blind and Visually Impaired</i> project will give 12 BVI students in the Hampton Roads area, an opportunity to experience theater hands on and to develop critical language skills and an understanding of theater.	Kelley Cody	\$5,450.00	\$500.00
2	Ferguson Center 2016-2017 Performance Season The region's leader in quality, cultural programming provides access and participation to all segments of Newport News families through a progressive, year-round schedule of renowned musical, theatre, dance and lecture presentations such as <i>@The Ferg Series, Art and Science</i> and <i>Chamber Music Series with the Virginia Symphony Orchestra</i> .	James Gandolfo	\$25,000.00	\$20,000.00
3	Ferguson Center - Arts for All To expand the highly successful ARTS FOR ALL project which provides complimentary tickets to Newport News students and at risk families to attend live, cultural events. ARTS FOR ALL will provide over 4,000 tickets throughout the 2016-2017 season.	James Gandolfo	\$25,000.00	\$15,000.00
4	The Mariners' Museum The Mariners' Museum is requesting funding for <i>Thursdays by the Lake Summer Concert Series</i> , which is an ongoing concert that provides an opportunity for Newport News and Peninsula families to enjoy throughout the summer.	Gerald DeForge	\$8,500.00	\$6,000.00
5	Mosaic Steel Orchestra Steel Orchestra is a no-fee out of school steel pan ensemble that is requesting a project grant to expand a Newport News ensemble at the Downing-Gross Cultural Arts Center.	Mosaic Michelle Gilliam	\$12,500.00	\$4,000.00

City of Newport News
Arts Commission
 Fiscal Year 2017 Grant Descriptions

GRANT TITLE AND DESCRIPTION RECOMMENDED FOR FY 2017 FUNDING (Project Support)		COMMISSION LIAISON	AMOUNT REQUESTED	AMOUNT FUNDED
6	<p>Newport News Public Art Foundation The foundation is requesting funding for Creation of informational/educational plaques for the sculptures in our "open-air" art gallery, for the creation of plaques for the sculptures in the "open air gallery". These plaques will provide visitors of every age group and economic bracket information about the sculptures that will stand the test of time.</p>	Pat Franklin	\$7,500.00	\$6,364.00
7	<p>Peninsula Fine Arts Center (PFAC) The Peninsula Fine Arts Center is requesting funding for continued expansion of their Artistic Verses Program. This is a collaborative program with Newport News Public schools. The PFAC visual art on display is used to inspire student poetry writing. The poetry is then published in print and on line. Included is a component of public speaking and performance by locally recognized poets. Through the program students are guided in connecting visual and literary arts, skill building in creative writing and developing public speaking skills.</p>	Pat Franklin	\$4,000.00	\$3,240.00
8	<p>Teens with a Purpose HEAR THIS is a powerful arts and humanities program focused on literary arts teaching and spoken word/performance poetry to youth from Newport News. Young people, middle school and high school aged students will cultivate their voices through participation in hands-on, high level afterschool creative writing and performance workshops. The programs culminating event is a fully produced, youth-led, musical and poetic production that includes a youth poetry competition held at the Downing-Gross Cultural Arts Center.</p>	Allison Clock	\$5,000.00	\$3,675.00
9	<p>Thomas Nelson Community College Thomas Nelson Community College Educational Foundation Performing Arts is seeking funding to provide a series that offers three professionally produced plays and related faculty lectures, choral concerts and vocal recitals. They are requesting funding to assist with royalties, professional technical support and orchestra musicians.</p>	Gerald DeForge	\$2,000.00	\$1,000.00
10	<p>Virginia Arts Festival The Virginia Arts Festival is requesting funding for the 21st annual Virginia Arts Festival that will be held from April 17 through June 20, 2017 with a diverse line-up of world-renowned performers presented in cities and venues throughout Hampton Roads. The festival would like to provide at least three arts education events in Newport News.</p>	Michelle Gilliam	\$5,000.00	\$2,500.00

City of Newport News
Arts Commission
 Fiscal Year 2017 Grant Descriptions

GRANT TITLE AND DESCRIPTION RECOMMENDED FOR FY 2017 FUNDING (Project Support)		COMMISSION LIAISON	AMOUNT REQUESTED	AMOUNT FUNDED
11	<p>Virginia Living Museum The Virginia Living Museum is requesting funding to help support a "Summer Theater Arts Experience" during June and July 2017. For six weeks, "Theater CNU" students will perform short family friendly science education plays on the VLM's outdoor amphitheater stage. In addition, students from the Newport News Summer Institute for the Arts will stage short art performances for VLM visitors on the amphitheater stage.</p>	Gerald DeForge	\$10,000.00	\$8,000.00
12	<p>Virginia Living Museum The Virginia Living Museum is requesting funding for a special project and upcoming museum exhibit "LEGO Nature Connects". This spectacular combination of nature and art will be featured in the Virginia Living Museum Conservation Garden and outdoor areas.</p>	Gerald Deforge	\$20,000.00	\$4,000.00
13	<p>The Virginia Opera Association, Inc. The Virginia Opera Association, Inc. is requesting funding for a special project to "Enhance the Arts and Cultural Education of Newport News Citizens" during the 2016-17 fiscal year. They will offer twelve in-school performances in Newport News and fifteen Operation Opera community outreach programs for adults, including Usher Lifelong Learning classes, conducted at various local venues. One free public performance will be conducted at Christopher Newport University's Ferguson Center for the Arts. Their vision is to strengthen our cultural communities through the beauty, power, and passion of opera. All in school programs align with Virginia's Standards of Learning (SOL) and address areas such as music, art, English, history and social studies.</p>	Sandra Parks	\$25,000.00	\$6,500.00
14	<p>Virginia Repertory Theatre Virginia Repertory Theatre s requesting funding for their touring operation, Virginia Rep on Tour (VRT) . VRT brings S.O.L aligned educational plays to Virginia schools and major performance venues in 32 surrounding states. These plays are strategically written to enhance comprehension and retention of key curriculum, including math, sciences, social studies and history and have a track record of proven efficacy.</p>	Courtney Gilmore	\$3,000.00	\$1,300.00

City of Newport News
Arts Commission
 Fiscal Year 2017 Grant Descriptions

GRANT TITLE AND DESCRIPTION RECOMMENDED FOR FY 2017 FUNDING (Project Support)		COMMISSION LIAISON	AMOUNT REQUESTED	AMOUNT FUNDED
15	Virginia Stage Company Funding will be used for general operating support to aid Virginia Stage Company(VSC), Southeastern Virginia's only fully professional resident theater, in its efforts to provide quality experiences at affordable prices to the Newport News community through the development and production of six quality Mainstage shows, education programs, and outreach initiatives.	James Gandolfo	\$10,000.00	\$3,100.00
TOTAL			\$167,950.00	\$85,179.00

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Newport News, Virginia, has adopted a resolution to establish the Newport News Arts Commission; and

WHEREAS, one of this Commission's functions is to advise City Council on the allocation of City monies to local performing and fine arts organizations; and

WHEREAS, the City Council has appropriated one hundred fifty four thousand, eight hundred and seventy nine dollars (\$154,879.00) in the FY 2017 budget to support these arts organizations; and

WHEREAS, the Arts Commission has solicited applications for project support or general operating grants, has reviewed all grant requests which were received and has voted after extensive consideration to recommend to City Council the allocation of the one hundred fifty four thousand, eight hundred and seventy nine dollars (\$154,879.00) appropriation and the five thousand dollars (\$5,000.00) Virginia Commission for the Arts grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves grant awards to the below specified organizations in the amount recommended by the Newport News Arts Commission as follows:

GENERAL OPERATING AND PROJECT SUPPORT GRANTS

<u>Grant Title (General Operating Support)</u>		<u>Grant Amount</u>
CAPA Fund	\$	4,500.00
Chesapeake Bay Wind Ensemble		500.00
Cultural Alliance of Greater Hampton Roads		500.00
Ferguson Center for the Arts; Christopher Newport University <i>2016-2017 Performance Season</i>		20,000.00
Magic Harmony Show Chorus		500.00
Mildred McDaniel Concert Series		700.00
Peninsula Community Theatre		4,000.00
Peninsula Fine Arts Center		12,000.00
Soundscapes, Inc.		2,500.00
Tidewater Arts Outreach		4,000.00
Virginia Choral Society		600.00
Virginia Opera Association, Inc.		6,700.00
Virginia Stage Company		2,200.00
Virginia Symphony Orchestra		22,000.00
York River Symphony		1,000.00
Young Audiences of Virginia, Inc.		10,000.00
 <u>Grant Title (Project Support)</u>		 <u>Grant Amount</u>
Access Virginia		500.00

Ferguson Center for the Arts; Christopher Newport University <i>“Arts for All” Initiative during the 2015-2016 Season</i>	15,000.00
Mariner’s Museum	6,000.00
Mosaic Steel Orchestra	4,000.00
Newport News Public Art Foundation	6,364.00
Peninsula Fine Arts Center	3,240.00
Port Warwick Foundation	3,000.00
Teens With a Purpose	3,675.00
Thomas Nelson Community College	1,000.00
Virginia Arts Festival	2,500.00
Virginia Living Museum (A)	4,000.00
Virginia Living Museum (B)	8,000.00
Virginia Opera Association, Inc.	6,500.00
Virginia Repertory Theatre	1,300.00
Virginia Stage Company	3,100.00
Grant Total	\$ 159,879.00

BE IT FURTHER RESOLVED, that the City Manager be, and hereby is, authorized and directed to execute agreements with the above organization to include the terms and conditions under which said organizations may expend the grant monies, such terms and conditions to be developed in conjunction with the Newport News Arts Commission.

G. Other City Council Actions

3. Ordinance Amending City Code, Chapter 26, Motor Vehicles and Traffic; Article XI, Additional Fine for Exceeding the Maximum Speed on Designated Residential Through Streets; Section 26-240, Designated Additional Fine Streets to Add a Portion of Maxwell Lane

ACTION: A REQUEST TO ADOPT AN ORDINANCE AMENDING CITY CODE, CHAPTER 26, MOTOR VEHICLES AND TRAFFIC; ARTICLE XI, ADDITIONAL FINE FOR EXCEEDING THE MAXIMUM SPEED ON DESIGNATED RESIDENTIAL STREETS; SECTION 26-240, DESIGNATED ADDITIONAL FINE STREETS TO ADD A PORTION OF MAXWELL LANE FROM NORMANDY LANE TO WARWICK BOULEVARD.

BACKGROUND:

- Maxwell Lane was identified for inclusion into the Traffic Calming Program.
- As part of the program, an additional speeding fine of \$200 is recommended.
- This ordinance will add Maxwell Lane, between Warwick Boulevard and Normandy Lane to the Traffic Calming Program, Designated Additional Fine Streets.

FISCAL IMPACT:

- Violations of the posted speed limit in this segment will be a traffic infraction of an additional \$200 fine.
- All cost associated with adding Maxwell Lane are included in the operating budget.
- The City Manager recommends approval.

ATTACHMENTS:

Description

CM Memo re Traffic Fine for Portion of Maxwell Ln

Attachment-Location Map Maxwell Ln Add'l Fine for Speeding

sdm14599 Amending Sec. 26-240

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

TO: The Honorable City Council
FROM: City Manager
SUBJECT: Ordinance Amendment for the Inclusion of Maxwell Lane – Additional Fines

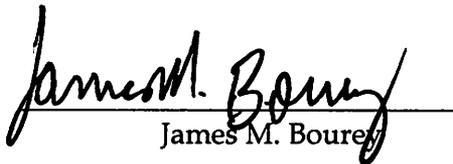
City Council is requested to adopt an Ordinance amending City Code, Chapter 26, Motor Vehicles and Traffic; Article XI., Additional Fine for Exceeding the Maximum Speed on Designated Residential Through Streets; Section 26-240, Designated additional fine streets, for the inclusion of Maxwell Lane, between Warwick Boulevard and Normandy Lane.

Maxwell Lane was identified for inclusion into the Traffic Calming Program. Traffic engineering options and police enforcement were instigated to mitigate speeding; however, speeding remains an issue on this portion of Maxwell Lane. Adoption of the Ordinance is necessary to officially add this street segment into Chapter 26, Section 26-240 of the Motor Vehicles and Traffic Code. Also, signage for the additional fine is recommended.

The amendment will place this street segment into the Designated Additional Fine Streets section of the City Code and as such, violations of the posted speed limit shall be a traffic infraction of an additional \$200 fine.

All costs associated with adding Maxwell Lane are included in the operating budget.

I recommend City Council approve the resolution.


James M. Bourey

JMB:DTW:wjr

Attachment

cc: Everett Skipper, Director, Department of Engineering



Maxwell Lane Additional Fine



ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 26, MOTOR VEHICLES AND TRAFFIC, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE XI., ADDITIONAL FINE FOR EXCEEDING THE MAXIMUM SPEED ON DESIGNATED RESIDENTIAL THROUGH STREETS, SECTION 26-240, DESIGNATED ADDITIONAL FINE STREETS.

BE IT ORDAINED by the Council of the City of Newport News, Virginia:

1. That Chapter 26, Motor Vehicles and Traffic, of the Code of the City of Newport News, Virginia, Article XI., Additional Fine for Exceeding the Maximum Speed on Designated Residential Through Streets, Section 26-240, Designated additional fine streets, be, and the same hereby is, amended and reordained as follows:

CHAPTER 26

MOTOR VEHICLES AND TRAFFIC

**ARTICLE XI. ADDITIONAL FINE FOR EXCEEDING THE MAXIMUM
SPEED ON DESIGNATED RESIDENTIAL THROUGH STREETS**

Sec. 26-240. Designated additional fine streets.

The following streets, or portions thereof, are designated as additional fine streets, and as such, violations of the posted speed limit shall be a traffic infraction and punished by a fine as provided in section 26-237:

- (a) *Beechmont Drive* from Lucas Creek Road to Loraine Drive/Loraine Circle
- (b) *Bellwood Road* from Jefferson Avenue to the Hampton City Line.
- (c) *Brick Kiln Boulevard* from Jefferson Avenue to Kiln Creek Parkway.
- (d) *Kiln Creek Parkway* from its northernmost intersection with the York County Line to its southernmost intersection with the York County Line.
- (e) *Maxwell Lane* from *Normandy Lane* to *Warwick Boulevard*.

2. That this ordinance shall be in effect on and after the date of its adoption, September 13, 2016.

G. Other City Council Actions

4. Ordinance Amending City Code, Chapter 26, Motor Vehicles and Traffic; Article IV., Operation of Vehicles Generally; by Adding Section 26-80, Obstructing Intersections or Marked Crosswalks

ACTION: A REQUEST TO ADOPT AN ORDINANCE AMENDING CITY CODE, CHAPTER 26, MOTOR VEHICLES AND TRAFFIC; ARTICLE IV., OPERATION OF VEHICLES GENERALLY; BY ADDING SECTION 26-80, OBSTRUCTING INTERSECTIONS OR MARKED CROSSWALKS.

BACKGROUND:

- A common cause of congestion is the blocking of intersections increasing travel time, wasting fuel and increasing air pollution.
- This Ordinance will allow for the posting and enforcement of “**Don’t Block the Box**” signs at critical intersections.
- This Ordinance aims to educate drivers that it is illegal to enter an intersection or a marked crosswalk unless there is sufficient space to clear the other side of the intersection without blocking the advance of other vehicles or pedestrians.

FISCAL IMPACT:

- The penalty for violations is a fine up to \$200.
- Direct costs for intersection signage would be the operating budget expenses associated with the cost of sign materials, installation and maintenance.
- The City Manager recommends approval.

ATTACHMENTS:

Description

CM Memo re Chapt 26 Adding New Section Obstructing Intersections
sdm14643 Adding Sec. 26-80, Obstructing intersection or marked crosswalks

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Ordinance Amendment to Chapter 26, Motor Vehicles and Traffic –
Adding a New Section for Blocking Intersections or Marked Crosswalks

City Council is requested to adopt an Ordinance amending City Code, Chapter 26, Motor Vehicles and Traffic; Article IV., Operation of Vehicles Generally, by adding new Section 26-80, Blocking Intersections or Marked Crosswalks.

A common cause of congestion is the blocking of intersections, or "gridlock." When this occurs, travel time and fuel are wasted; air pollution increases and tempers flare. It is hazardous to vehicles, bicyclists and pedestrians. **"Don't Block the Box"** uses education and enforcement to remind drivers not to block intersections. This ordinance aims to educate drivers that it is illegal to enter an intersection or a marked crosswalk unless there is sufficient space to clear the other side of the intersection without blocking the advance of other vehicles or pedestrians. Similar codes have been adopted in municipalities across Virginia. The penalty for violations is a fine up to \$200.

The Department of Engineering, working with the Police Department, will target several critical intersections for the installation of signage and enhanced enforcement. These locations may include but are not limited to:

- Jefferson Avenue at Bland Boulevard
- Jefferson Avenue at Boykin Lane
- Jefferson Avenue at Oyster Point Road
- Oyster Point Road at Village Green Parkway
- J. Clyde Morris Boulevard at Diligence Drive
- Jefferson Avenue at 25th Street

The Honorable City Council

Page 2

Ordinance Amendment to Chapter 26, Motor Vehicles and Traffic

- Adding a New Section for Blocking Intersections or Marked Crosswalks

September 7, 2016

- Jefferson Avenue at 26th Street
- Jefferson Avenue at 27th Street
- Jefferson Avenue at 28th Street

Direct costs for signage of these intersections would be the operating budget expenses associated with the cost of sign materials, installation and maintenance.

I recommend approval.


James M. Bourey

JMB:DTW:wjr

cc: Everett Skipper, Director, Department of Engineering

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 26, MOTOR VEHICLES AND TRAFFIC, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE IV., OPERATION OF VEHICLES GENERALLY, BY ADDING THERETO A NEW SECTION, NAMELY: SECTION 26-80, OBSTRUCTING INTERSECTIONS OR MARKED CROSSWALKS.

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

1. That Chapter 26, Motor Vehicles and Traffic, of the Code of the City of Newport News, Virginia, Article IV., Operation of Vehicles Generally, be, and the same hereby is, amended and reordained, by adding thereto a new section, namely: Section 26-80, Obstructing intersections or marked crosswalks, as follows:

CHAPTER 26

MOTOR VEHICLES AND TRAFFIC

ARTICLE IV. OPERATION OF VEHICLES GENERALLY

Sec. 26-80. Obstructing intersection or marked crosswalks.

No operator of a vehicle shall enter into an intersection or a marked crosswalk, unless there is sufficient space beyond such intersection or crosswalk, in the direction in which such vehicle is proceeding, to accommodate the vehicle without obstructing the passage of other vehicles or pedestrians, notwithstanding any traffic control signal or device indication to proceed.

Secs. 26-81-26-88. Reserved

2. That this ordinance shall be in effect on and after the date of its adoption, September 13, 2016.

G. Other City Council Actions

5. Resolution Requesting the General Assembly and Governor of Virginia to Fully Accept Federal Medicaid Funds and Implement Expansion of the Affordable Care Act (ACA)

ACTION: A REQUEST TO APPROVE A RESOLUTION REQUESTING THE GENERAL ASSEMBLY AND GOVERNOR OF THE COMMONWEALTH OF VIRGINIA TO FULLY ACCEPT FEDERAL MEDICAID FUNDS AND IMPLEMENT EXPANSION OF THE AFFORDABLE CARE ACT (ACA).

- BACKGROUND:**
- The ACA initially required states to provide Medicaid coverage for all adults with income less than 138% of the federal poverty level, regardless of their age, family status or health.
 - Several states, including Virginia, filed lawsuits questioning the constitutionality of several provisions of the ACA, namely the mandate that states expand Medicaid or lose all Medicaid funding and the requirement for individuals who could afford health insurance to purchase it or pay a fee to offset the costs of caring for uninsured Americans.
 - The U.S. Supreme Court rendered its opinion in June 2012 upholding the individual mandate to purchase insurance, but ruling that state Medicaid expansion is voluntary.
 - To date, Virginia has not expanded its Medicaid program despite federal funding that would cover 100% of the state's Medicaid expansion costs from 2014 through 2016.
 - As of May 2016, approximately 7,100 Newport News citizens could potentially be eligible for Medicaid should the state pass legislation to expand the program, thereby providing much needed healthcare coverage to low income citizens.
 - The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

CM Memo re Acceptance of Medicaid Expansion of the ACA

sdm14645 Requesting Acceptance & Full Expansion of

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

TO: The Honorable City Council
FROM: City Manager
SUBJECT: Medicaid Expansion Resolution

The Affordable Care Act (ACA), signed by President Obama in 2010, is a comprehensive package of health care insurance reforms and legislation designed to increase the availability of affordable, quality health care to all Americans. The health care law initially required states to provide Medicaid coverage for all adults with income less than 138% of the federal poverty level, regardless of their age, family status or health. Several states, including Virginia, filed lawsuits questioning the constitutionality of several provisions of the ACA, namely, the mandate that states expand Medicaid or lose all Medicaid funding and the requirement for individuals who could afford health insurance to purchase it or pay a fee to offset the costs of caring for uninsured Americans.

The U.S. Supreme Court rendered its opinion in June 2012 upholding the individual mandate to purchase insurance, but ruling that state Medicaid expansion is voluntary. To date, the State of Virginia has not expanded its Medicaid program despite federal funding that would cover 100% of the state's Medicaid expansion costs from 2014 through 2016. Under the Act, federal funding in subsequent years would never fall below 90%

Virginia's Medicaid program currently covers individuals who are aged (65 or older), blind, disabled, pregnant, children under 19 years of age and limited adults with children who meet income guidelines. Low income adults without dependents are ineligible for Medicaid regardless of how little they earn unless they are elderly, disabled or pregnant. Across Virginia, 230,000 low income individuals are in the "coverage gap" where limited income prohibits the purchase of quality, affordable health care through the Federal Facilitated Marketplace, but do not qualify for Medicaid as it exists today because their income exceeds the current

limits. According to the data provided by The Commonwealth Institute for Fiscal Analysis, as of May 2016, approximately 7,100 citizens of the City of Newport News could potentially be eligible for Medicaid should the state pass legislation to expand the Medicaid program.

In addition to providing much needed health care coverage to low income citizens, data suggests that the expansion will provide a financial benefit to the State through the receipt of increased federal funds, creation of new health care industry jobs and the resulting increase in State and local revenue. Research reported by the Urban Institute indicates that expanding Medicaid to currently ineligible parents will improve access to necessary health care for parents and children, decrease out of pocket spending and improve financial stability of the family.

As of July 2016, Newport News Department of Human Services manages Medicaid enrollment for 37,911 eligible individuals. Using the available information, Medicaid expansion could potentially add an additional 7,100 citizens to the City's Medicaid roster. This results in 45,011 potentially eligible Medicaid recipients, which represents an 18.7% increase in caseload size.

The Virginia Interfaith Center of Public Policy, in conjunction with the Virginia Consumer Voices of Healthcare advocacy group are working together to communicate the benefits of Medicaid expansion for both citizens and the State as a whole. As a show of local support for expansion, these groups request that the Newport News City Council approve the attached Resolution calling upon the General Assembly to accept federal funding and expand the Medicaid program in the State of Virginia.


James M. Bourey

JMB:LDC:wmp

RESOLUTION NO. _____

WHEREAS, the City Council of Newport News, Virginia, represents all of the citizens of Newport News, Virginia; and

WHEREAS, it is estimated that 7,100 people in our City who do not have health insurance coverage would be eligible if Virginia accepted federal Medicaid funding to expand coverage; and

WHEREAS, Virginia's Medicaid program's current eligibility criteria excludes approximately 400,000 low income Virginians from receiving affordable health insurance coverage to provide personal health empowerment and financial stability; and

WHEREAS, expanding Medicaid or creating a state solution to use federal Medicaid funding would be good for Virginia's economy, bringing an estimated \$6.2 million per day to the Commonwealth, resulting in billions of dollars to support the health care industry, jobs, and Virginia's overall economy, and dwarfing future projected costs to Virginia. The Department of Medical Assistance Services estimates that Virginia would see a net savings of \$265 million through state fiscal year 2022, with the state match being more than offset by savings in health care for prisoners, community mental health, indigent care, and other state funded health care services; and

NOW THEREFORE BE IT RESOLVED, by the Council for the City of Newport News, Virginia, that it calls upon the General Assembly and the Governor of the Commonwealth of Virginia to fully accept Federal Medicaid funds and implement expansion of the Affordable Care Act during the next regular session of the General Assembly.

G. Other City Council Actions

6. Ordinance Authorizing the City Manager to Execute Any and All Documents, Including Deeds, Necessary to Effectuate the Conveyance of City-owned Property Located at 12005 Canon Boulevard to the Economic Development Authority of Newport News, Virginia (EDA)

ACTION: A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE CONVEYANCE OF CITY-OWNED PROPERTY LOCATED AT 12005 CANON BOULEVARD TO THE ECONOMIC DEVELOPMENT AUTHORITY OF NEWPORT NEWS (EDA).

BACKGROUND:

- A large portion of this City-owned property is to be reserved for potential future expansion of the Jefferson Lab campus.
- Transfer of ownership of the approximately 18-acre City-owned parcel addressed as 12005 Canon Boulevard to the EDA will allow the EDA and staff to undertake the complex coordination necessary to help successfully mesh public improvements with the proposed Jefferson Lab expansion.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

CM Memo re Conveyance of 12005 Canon Blvd to EDA

Exhibit A - 12005 Canon Blvd to EDA

Exhibit B - 12005 Canon Blvd to EDA

sdm14607 Conveyance of Property to EDA - 12005 Canon Blvd

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Conveyance of City-Owned Property at 12005 Canon Boulevard

The Economic Development Authority of the City of Newport News, Virginia (EDA) and the Industrial Development Authority of the City of Newport News, Virginia (IDA) have been the primary development oversight entities for the expansive, publicly-owned tracts of land bounded by Jefferson Avenue, Oyster Point Road and Canon Boulevard that are adjacent to Jefferson Lab facilities. As you are aware, these tracts are proposed to be developed together as an integrated commercial, residential and corporate research and technology area over the coming years. The first phase, Marketplace at Tech Center, is nearing full buildout, and the first residents are moving into Tech Center's Venture Apartments this month.

The EDA and IDA have also been engaged in longstanding collaborative efforts with Jefferson Lab. In concert with continued planning for Tech Center corporate research expansions and infrastructure requirements, staff has been working with Jefferson Lab concerning potential expansion associated with a future Electron-Ion Collider. This expansion will require a portion of publicly-held land, as well, including a vacant parcel currently owned by the City, and addressed as 12005 Canon Boulevard, as reflected on the attached Exhibits A and B. As has been the City's experience with other major, master-planned projects with wide impacts, EDA ownership of land is a primary step toward achieving coordinated and well-conceived outcomes.

Transfer of ownership of the City-owned 12005 Canon Boulevard, which is approximately 18 acres, to the EDA will enable staff to undertake the complex coordination necessary to help successfully mesh anticipated public improvements with both the proposed Jefferson Lab expansion and

The Honorable City Council

Page 2

Conveyance of City-Owned Property at 12005 Canon Boulevard

September 7, 2016

the private developments within the future corporate research center campus. Negotiation of land transactions are further facilitated by EDA ownership.

I support the EDA's critical role in coordinating and advancing economic development, to include future Jefferson Lab growth and Tech Center's corporate research component. I recommend approval of the Ordinance, prepared and provided to you by the City Attorney's Office, authorizing the conveyance of 12005 Canon Boulevard to the EDA.


James M. Bourey

JMB:cam

Attachments (2)

cc: Wendy C. Drucker, Chair, Economic Development Authority (EDA)
Florence G. Kingston, Director, Department of Development

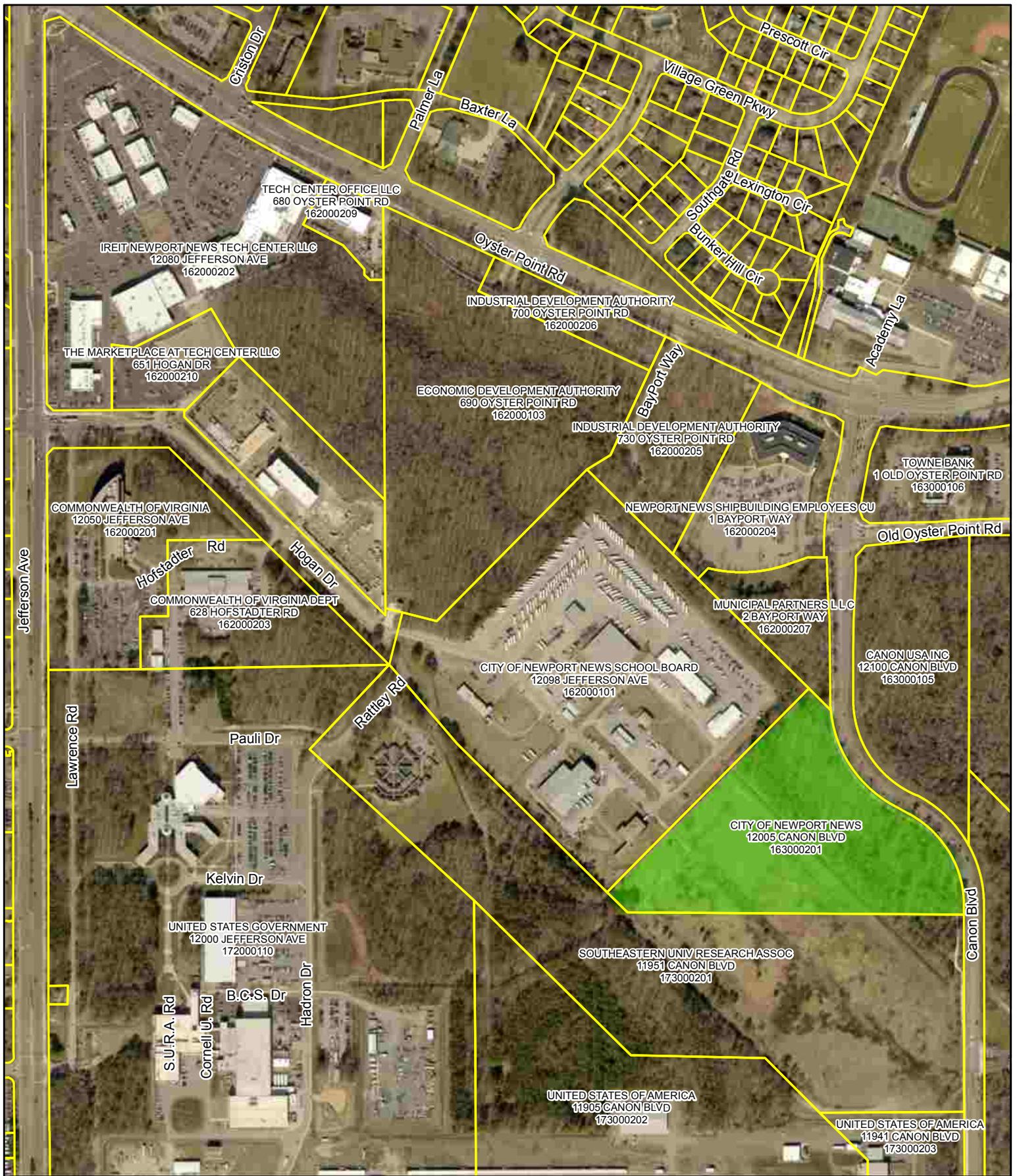


EXHIBIT A

12005 Canon Boulevard

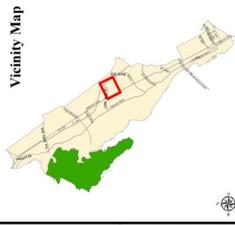




Jefferson Center

- Legend**
- Orange Line in BEIC
 - Black Road
 - Blue Shaded Property
 - Red Industrial Development Authority
 - Green City of Newport News
 - Yellow Commonwealth of Virginia

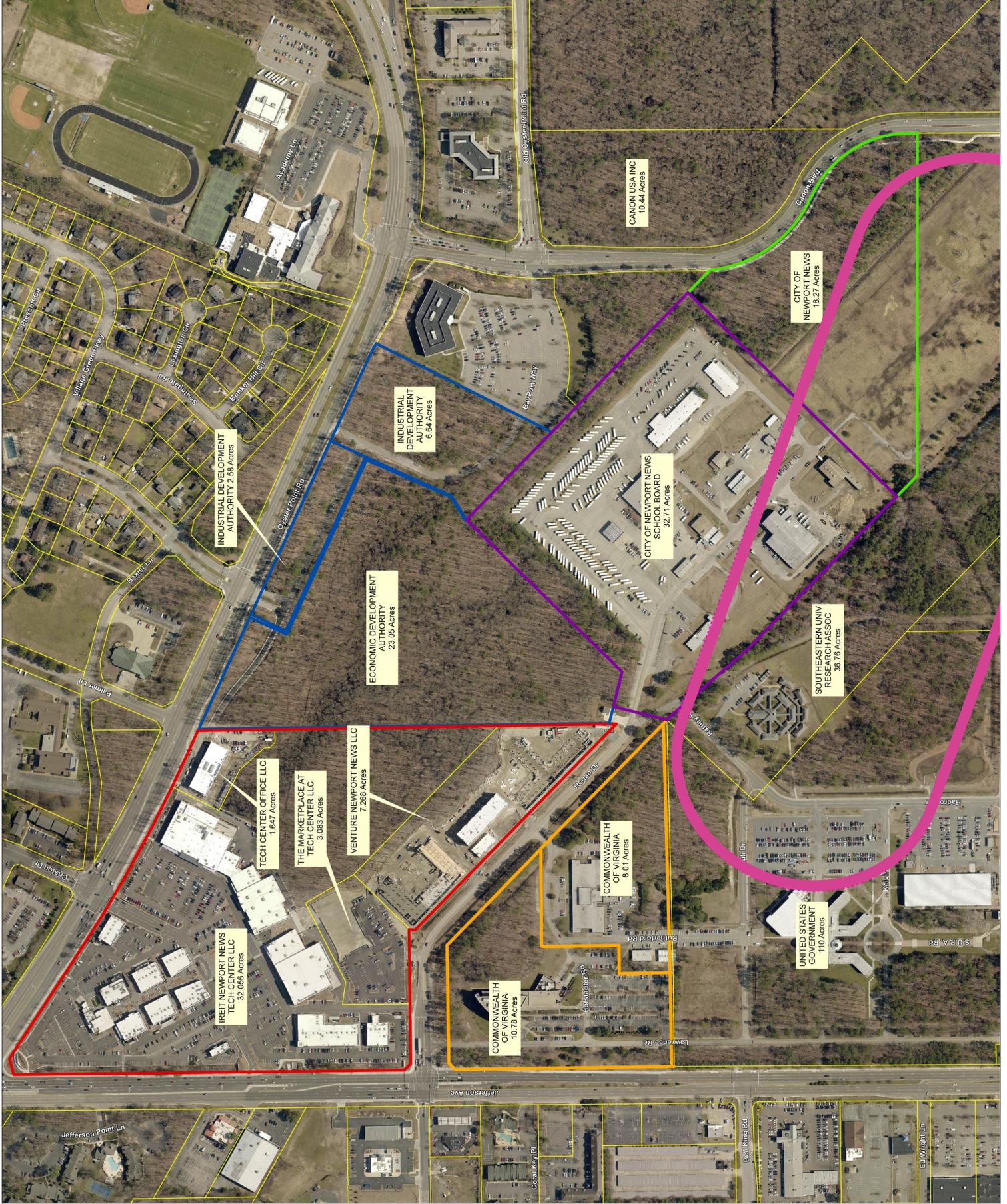
Vicinity Map



0 57.5 115 230 345 460
feet
Date: 8/6/2016

2013 Aerial Photography

Virginia State Code - § 4.1-408 and § 4.1-408
Any information on this map is for informational purposes only and should not be used for the design, modification, or construction of any property or facility.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, ANY AND ALL DOCUMENTS, INCLUDING DEEDS, NECESSARY TO EFFECTUATE THE CONVEYANCE OF CERTAIN CITY OWNED PROPERTY TO THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA.

WHEREAS, the City Manager has recommended that certain City owned property be conveyed to the Economic Development Authority of the City of Newport News, Virginia (“EDA”); and

WHEREAS, the City Council is authorized by Section 5 of the EDA’s enabling legislation (1993 Va. Acts Ch. 682) to transfer to the EDA such property as it deems necessary and, pursuant to Section 17 thereof, to authorize such transfer without the necessity for notice or public hearing; and

WHEREAS, the City Council concurs with this recommendation, finding that it is in the public interest and furthers the purposes of the EDA to make such a conveyance.

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

1. That it desires to, and hereby does, authorize and direct the City Manager to execute and the City Clerk to attest on behalf of the City of Newport News, Virginia, any and all documents necessary to effectuate the conveyance, by special warranty, of the City owned property listed below to the Economic Development Authority of the City of Newport News, Virginia:

<u>ACCOUNT</u>	<u>ADDRESS</u>	<u>LEGAL DESCRIPTION</u>
163.0002-01	12005 Canon Boulevard	18.2713 AC PT OYSTER PT TRACT

2. That the property shall be conveyed to the Economic Development Authority of the City of Newport News, Virginia, for no consideration.

3. That the documents necessary to implement the property conveyance authorized herein shall either be prepared by or reviewed and approved by the City Attorney before their execution.

H. Appropriations

ACTION: A REQUEST FOR A MOTION OF CITY COUNCIL TO APPROVE
AS A BLOCK THE FOLLOWING APPROPRIATIONS:

1. Office of the Commonwealth's Attorney - U. S. Treasury
Asset Forfeiture Fund - \$60,000
2. Department of Engineering - FY 2016 Bond
Authorization, Sewer Rehabilitation Category: Citywide
Sanitary Sewer Rehabilitation Program - \$4,570,000
3. Department of Development - FY 2016 Bond
Authorization, Tech Center at Oyster Point/Jefferson Lab
Research - \$5,600,000

H. Appropriations

1. Office of the Commonwealth's Attorney – U. S. Treasury Asset Forfeiture Fund – \$60,000

ACTION: A REQUEST TO APPROVE A RESOLUTION APPROPRIATING \$60,000 FROM THE U.S. TREASURY ASSET FORFEITURE FUND TO THE NEWPORT NEWS OFFICE OF THE COMMONWEALTH'S ATTORNEY FOR THE PURCHASE OF COMPUTERS, RELATED PERIPHERAL EQUIPMENT, AND OFFICE FURNITURE.

BACKGROUND:

- The Office of the Commonwealth's Attorney received federal asset treasury funds that will be used to replace computer equipment and purchase office furniture.

FISCAL IMPACT:

- The current unappropriated asset forfeiture balance is approximately \$152,287.78
- The City Manager recommends approval.

ATTACHMENTS:

Description

CM Memo re CA Office Appropriation

OCA Letter of Expenditure

sdm14671 Appropriation re Commonwealth's Attorney's Office

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

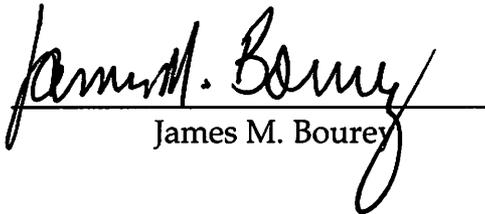
TO: The Honorable City Council
FROM: City Manager
SUBJECT: Appropriation from Asset Forfeiture Fund - Commonwealth's Attorney

The Newport News Office of the Commonwealth's Attorney is requesting the appropriation of \$60,000 from the U.S. Treasury asset forfeiture fund account. These funds must be expended by the end of September 2016. The office will utilize the funds to purchase computers, related peripheral equipment, and office furniture.

Asset forfeiture funds are funds that are transferred to the Commonwealth's Attorney as a result of officers participating in state and federal criminal cases where the defendant's assets are seized.

The current asset forfeiture balance is approximately \$152,287.78.

Approval of this resolution is recommended.


James M. Bourey

JMB:HEG:ea



OFFICE OF THE COMMONWEALTH'S ATTORNEY
COMMONWEALTH OF VIRGINIA



CITY OF NEWPORT NEWS
 2501 WASHINGTON AVENUE, 6TH FLOOR • NEWPORT NEWS, VIRGINIA 23607
 PHONE: (757) 926-7443 FAX: (757) 926-7482

HOWARD E. GWYNN
 ATTORNEY FOR THE COMMONWEALTH

VALERIE S. MUTH
 CHIEF DEPUTY
 COMMONWEALTH'S ATTORNEY

ELAINE ARTIS
 ADMINISTRATIVE COORDINATOR

DANIEL W. PHELPS
 INFORMATION SYSTEMS ADMINISTRATOR

RUTH K. BURDGE
TYNEKA L. D. FLYTHE
KIMBERLY A. KURKJIAN
MICHAEL C. PERKINS
 DEPUTY
 COMMONWEALTH'S ATTORNEYS

SYNETHEIA NEWBY
 DIRECTOR
 VICTIM SERVICES UNIT

August 8, 2016

Howard E. Gwynn,

I would like to request \$48,000 from asset forfeiture. The requested funds will be used to purchase replacement computers, printers, printer toners and miscellaneous computer repair parts and accessories. The current funds in charge code 2631-000-22-2250-554130-000000-0000-22B16-22B16 for computer related items are near exhaustion.

20 Printer Replacements	\$4,000.00
20 Computer Replacements	\$26,000.00
Toner	\$13,000.00
Misc. Computer Repair	\$5,000.00

Danny Phelps
 Information Systems Administrator

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING FUNDS FROM COMMONWEALTH'S ATTORNEY ASSET FORFEITURE FUND TO EQUIPMENT OTHER.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

That it hereby appropriates funds from Commonwealth's Attorney Asset Forfeiture Fund to Equipment Other, as follows:

Appropriation From:

Commonwealth's Attorney Asset Forfeiture Fund 2631-000-22-0000-483010-000000-0000- 22F16-22F16	\$ 60,000.00
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Appropriation To:

Equipment Other 2631-000-22-0000-570070-000000-0000- 22F16-22F16	\$ 60,000.00
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H. Appropriations

2. Department of Engineering – FY 2016 Bonds Authorized and Unissued, Sewer Rehabilitation Category: Citywide Sanitary Sewer Rehabilitation Program – \$4,570,000

ACTION: A REQUEST TO APPROVE A RESOLUTION APPROPRIATING \$4,570,000 FROM THE FY 2016 BONDS AUTHORIZED AND UNISSUED, SEWER REHABILITATION CATEGORY FOR THE CITYWIDE SANITARY SEWER REHABILITATION PROGRAM.

BACKGROUND:

- This sanitary sewer program initiative provides City staff the ability to address specific conditions found during field work as a result of prime program investigations.
- The improvements will reduce storm water and ground water infiltration into the City’s sanitary sewer system, correct known sanitary sewer defects, and provide reliable sanitary sewer service to project area residents.
- This funding will also address small localized and/or emergency repair projects.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

CM Memo re Citywide Sanitary Sewer Rehab Program

Location Map

sdm14657 Appropriation re Citywide Sanitary Sewer Rehab

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

TO: The Honorable City Council
FROM: City Manager
SUBJECT: Citywide Sanitary Sewer Rehabilitation Program Appropriation

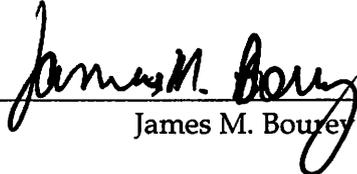
City Council is requested to approve a resolution appropriating \$4,570,000 for the annual Citywide Sanitary Sewer Rehabilitation program. This sanitary sewer program initiative provides City staff the ability to address specific conditions found during field work associated with the Sanitary Sewer Consent Order or subsequent Maintenance, Operations and Management (MOM) program investigations.

The sanitary sewer infrastructure within the City is aging. Rehabilitation of aging and failing sanitary sewer pipes and manholes, and pump station upgrades are required at various locations in the City. The anticipated locations of the improvements include Colony Road from Windemere Road to Hertzler Road, Pump Station Basin 56 service area, Belvedere Drive Phase II (71st through 73rd Streets), Forrest Drive at J. Clyde Morris Boulevard, Prince Drew Road, Pump Station 099, Rexford Road from Pump Station 053 to Warwick Boulevard, and pipeline rehabilitation between Oak and Chestnut Avenue following the 18th Street roadway alignment. This funding will also address small localized and/or emergency repair projects.

The improvements will reduce storm and ground water infiltration into the City's sanitary sewer system, correct known sanitary sewer defects, and provide reliable sanitary sewer service to project area residents.

Funding is available from the FY 2016 Bond Authorization, Sewer Rehabilitation category.

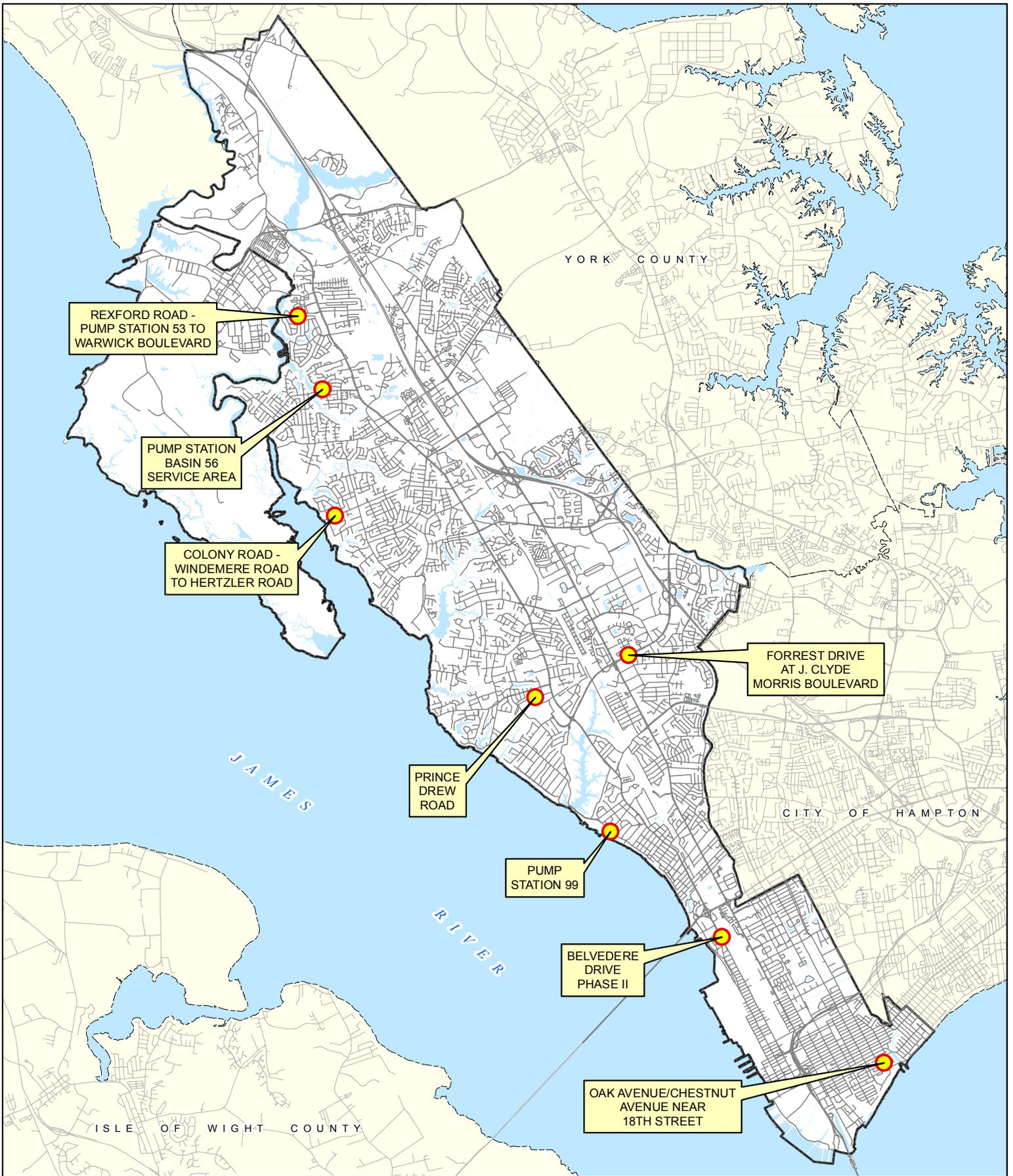
I recommend City Council approve the resolution.


James M. Bourey

JMB:SMS:mjd

Attachment

cc: Everett Skipper, Director, Department of Engineering



CITY OF NEWPORT NEWS, VIRGINIA

CITYWIDE SANITARY SEWER REHABILITATION PROGRAM - FY16



RESOLUTION NO. _____

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED TO CITYWIDE SANITARY SEWER REHABILITATION PROGRAM.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

That it hereby appropriates funds from Bonds Authorized and Unissued to Citywide Sanitary Sewer Rehabilitation Program, as follows:

Appropriation From:

Bonds Authorized and Unissued 4104-250-70-7001-579000-000000-2016- 00000-L0000	\$ 4,570,000.00
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Appropriation To:

Citywide Sanitary Sewer Rehabilitation Program 4104-250-70-700L-579420-000000-2015- 00000-L4010	\$ 4,570,000.00
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H. Appropriations

3. Department of Development – FY 2016 Bonds Authorized and Unissued, EDA Land Development and Public Infrastructure & Facilities Incentive Contribution: Tech Center at Oyster Point/Jefferson Lab Research Project – \$5,600,000

ACTION: A REQUEST TO APPROVE A RESOLUTION APPROPRIATING \$5,600,000 FROM THE FY 2016 BONDS AUTHORIZED AND UNISSUED TO THE EDA LAND DEVELOPMENT AND PUBLIC INFRASTRUCTURE & FACILITIES INCENTIVE CONTRIBUTION FOR THE TECH CENTER AT OYSTER POINT/JEFFERSON LAB RESEARCH PROJECT.

- BACKGROUND:**
- Marketplace at Tech Center, as well as the Venture Apartments, continue toward full build-out, with the first residents moving into apartments this month.
 - City Council took action in June to approve the master plan for the initial, and adjacent, Tech Center corporate research building and the developer is proceeding with the building design.
 - It is now critical to appropriate funds to the EDA to meet necessary timelines for accomplishing the first phase, in concert with the developer.
 - The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

CM Memo re Tech Ctr at Oyster Pt/Jeff Lab

Map of Tech Ctr Area

Appropriation re Tech Center at Oyster Pt/Jefferson Lab

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 7, 2016

TO: The Honorable City Council

FROM: City Manager

SUBJECT: EDA Land Development and Public Infrastructure & Facilities Incentive Contribution

Marketplace at Tech Center, the commercial and residential components of the larger Tech Center project, as well as the Venture Apartments, continue progressively toward full build-out, with the first residents moving into the apartments this month. The entire development has created a tremendous boost to the City's tax base, and will increasingly do so as expansion continues. In June 2016, City Council took action to approve the master plan for the initial, and adjacent, Tech Center corporate research building, also known presently as Building One at Tech Center, and the developer is proceeding with the building design.

The Economic Development Authority of the City of Newport News, Virginia (EDA) and the Industrial Development Authority of the City of Newport News, Virginia (IDA) have been the primary development oversight entities for the expansive, publicly-owned tracts of land bounded by Jefferson Avenue, Oyster Point Road and Canon Boulevard that are adjacent to Jefferson Lab facilities, Marketplace at Tech Center and the Venture Apartments. The EDA will, as it has customarily on numerous major development projects with private partners, serve to undertake the complex coordination necessary to help successfully mesh public improvements with the proposed private developments occurring in the same timeframe for Tech Center corporate research center.

Not only will the corporate research center component of Tech Center broaden the economic base of the City and the region, but it will benefit Jefferson Lab with its future growth and experiment potential. As you have been apprised, the Department of Energy (DOE) is in the early stages of evaluation and prioritization for development of an Electron-Ion

The Honorable City Council

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EDA Land Development and Public Infrastructure & Facilities Incentive
Contribution

September 7, 2016

Collider. Brookhaven Lab in New York and Jefferson Lab are the two federal facilities under consideration to serve as the location of this breakthrough piece of scientific equipment. A viable research park adjacent to Jefferson Lab fosters the opportunity for collaboration and technology spinoff from Jefferson Lab's basic research activities, which is also a priority of the DOE.

It is now critical to appropriate funds in the amount of \$5.6 million to the EDA to meet necessary timelines for accomplishing the first phase of future land development and public infrastructure, and facility improvements in concert with the developer of the Tech Center corporate research component. This is consistent with the role the EDA has assumed on numerous major, complex projects in which it has acted as a vehicle for incentives that will continue to spur major private sector investments in our City and enhance our overall tax base for years to come.

The corporate research center component of Tech Center is envisioned to be a partnership similar to others in the City and around the country, with public participation taking the form of public assets and facilities that are owned and maintained by the locality. In the near term, plans for an upgraded and improved Hogan Drive have gained conditional approval by the City, which allows for site work to move forward. These improvements would ensure a vastly upgraded and welcoming "front door" and entryway for Building One at Tech Center and set the tone for future corporate research buildings, as well as for Jefferson Lab employees and visitors.

The Hogan Drive improvements design package features a "complete streets" approach, with four (4) travel lanes rather than two (2), adds enhanced landscaping, sidewalks on both sides, new utilities underground, pedestrian connections between the residential, retail and first research building, modern lighting not found elsewhere in the City, and a new median to improve both vehicular and pedestrian safety. Attached for your convenience of reference is a schematic of the proposed improvements.

The Honorable City Council

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EDA Land Development and Public Infrastructure & Facilities Incentive
Contribution

September 7, 2016

The strategy of anticipating funding for necessary public infrastructure and other redevelopment activities through our Capital Improvements Plan (CIP) has been fundamental to our success at leveraging major private investments throughout the City. The FY 2016 Bond Authorization, Tech Center at Oyster Point/Jefferson Lab Research, carries dollars that anticipate public facilities improvements to be appropriated for project investment.

I recommend an appropriation of \$5.6 million in support of continuing the City's strategic support of EDA land development and public facilities, and infrastructure which focuses on ensuring both the initial and the future success of the corporate research component of Tech Center at Oyster Point as well as creating an enhanced secondary access to Jefferson Lab. The EDA will structure and administer a performance-based incentive contribution agreement with the developer partner to accomplish this next important phase.


James M. Bourey

JMB:cam

Attachment

cc: Lisa J. Cipriano, Director, Department of Budget and Evaluation
Florence G. Kingston, Director, Department of Development



Jefferson Center

Legend
Property Lines

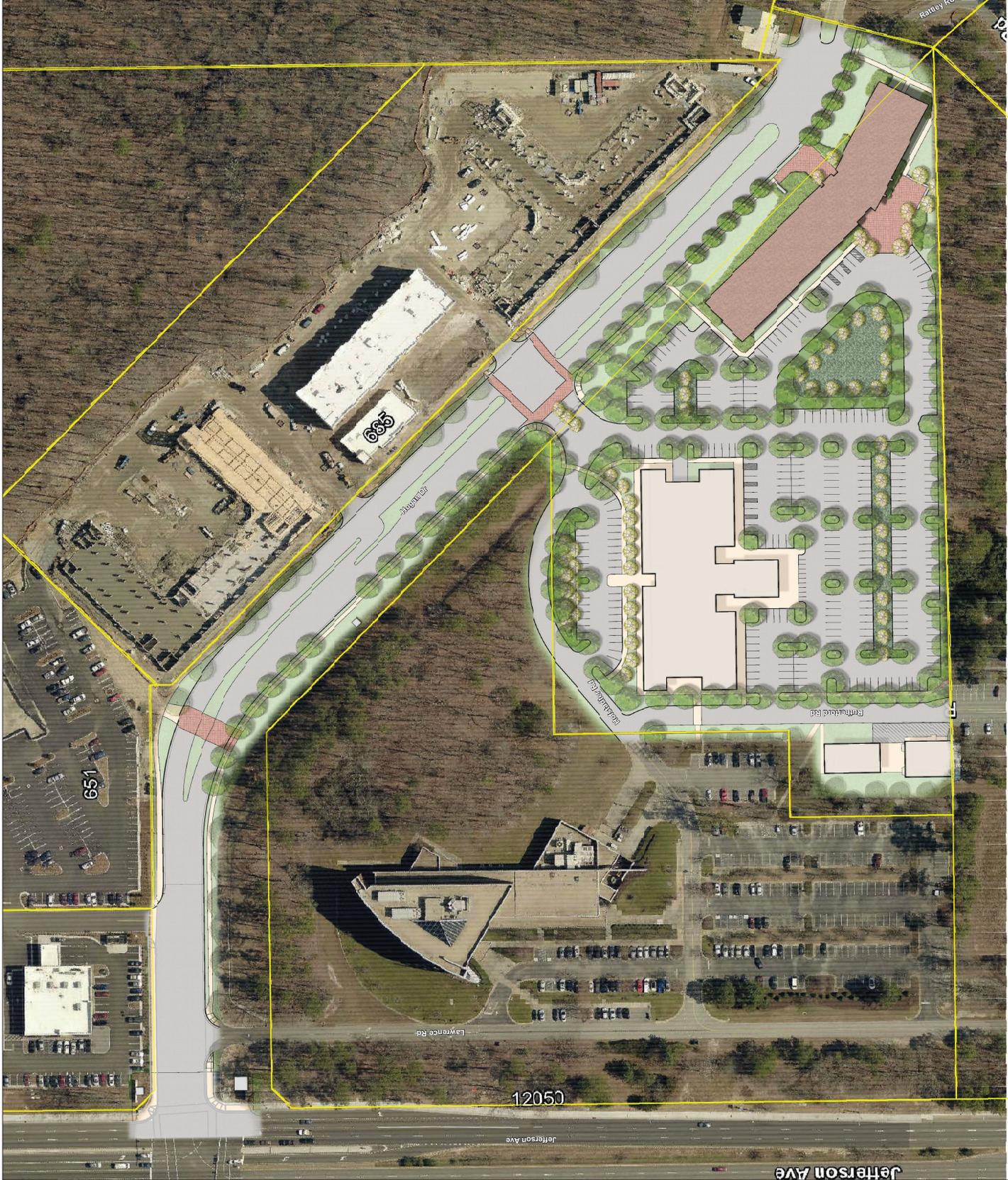
Vicinity Map



Date: 09/20/16

2013 Aerial Photography

Virginia State Code - § 64.2-400B and § 64.2-406
Any distribution of photographs or copies, in any depiction of
information, is for informational purposes only and shall not be used for the design, construction,
or construction of improvements or for any other purpose without the
express written consent of the City of Newport News.



File: N:\Newport News Development Projects\Jefferson_Center\20160920\Jefferson.mxd

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED TO EDA LAND DEVELOPMENT AND PUBLIC INFRASTRUCTURE & FACILITIES INCENTIVE CONTRIBUTION.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

That it hereby appropriates funds from Bonds Authorized and Unissued to EDA Land Development and Public Infrastructure & Facilities Incentive Contribution, as follows:

Appropriation From:

Bonds Authorized and Unissued 4104-400-70-700A-579000-000000-2016- 00000-A0000	\$ 5,600,000.00
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Appropriation To:

EDA Land Development and Public Infrastructure & Facilities Incentive Contribution 4104-250-70-700A-579420-107272-2016- 00000-A6427	\$ 5,600,000.00
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*I. Citizen Comments on Matters Germane to the Business of City Council

J. New Business and Councilmember Comments

City Manager
City Attorney
City Clerk

Harris
Price
Scott
Vick
Woodbury
Bateman
Cherry

K. Adjourn

***THE BUSINESS PORTION OF THE MEETING WILL BE CONCLUDED NO LATER THAN 10:00 P.M. TO ALLOW PERSONS TO ADDRESS CITY COUNCIL UNDER "CITIZEN COMMENTS ON MATTERS GERMANE TO THE BUSINESS OF CITY COUNCIL."**