AGENDA

NEWPORT NEWS CITY COUNCIL
REGULAR CITY COUNCIL MEETING

JANUARY 22, 2019

City Council Chambers

7:00 p.m.

A. Call to Order

B. Invocation
- Father George Chioros, Saints Constantine and Helen Greek Orthodox Church

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

D. Presentations - None

E. Public Hearings

1. Ordinance Authorizing and Directing the City Manager to Execute Any and All Documents, Including Deeds, Necessary to Effectuate the Conveyance of a Certain City-Owned Property Located at 619 28th Street to the Newport News Redevelopment and Housing Authority (NNRHA)

2. Ordinance Amending and Reordaining City Code, Appendix B, Subdivision Regulations; Article IV., General Regulations; Section 4-01 (a), Compliance with Regulations; and Repeal Section 4-01.9, Subdivision Review Board (Subdivision Regulations No. SO-2018-0005)

F. Consent Agenda

1. Minutes of the Work Session of January 8, 2019
2. Minutes of the Regular Meeting of January 8, 2019
4. Resolution Granting Conditional Approval for ISC Medical Transport, LLC, a Private Emergency Medical Services Agency, to Provide Certain
Transport Services Within the City of Newport News, Virginia

5. Resolution Authorizing and Directing the City Manager to Execute a Lease By and Between the City of Newport News, Virginia and Blue Crab Boulevard Investors, LLC for General Office/Warehouse Space Located at 802 Blue Crab Road

G. Other City Council Actions

1. Receipt of Bids for Granting a Utility Easement on a Portion of City-owned Property Located at 690 Turnberry Boulevard
2. Receipt of Bids for Granting a Utility Easement on a Portion of City-owned Property Located at 12601 McManus Boulevard
3. Resolution Authorizing and Directing the City Manager to Execute a Deed of Lease, to Include Parking Rights and Administration Agreement, for Phase Four Parking Garage By and Between the City of Newport News, Virginia and the Economic Development Authority (EDA) for 1.555 Acres of Land Located at 11829 Canon Boulevard
4. Resolution Authorizing the City of Newport News, Virginia to Request that the Virginia Department of Transportation (VDOT) Formally Include Lane Mileage Increases of Identified Streets to the City’s Street Maintenance Inventory
5. Ordinance Amending and Reordaining City Code, Chapter 41, Vehicles for Hire; Article III., Taxicabs; Division 7., Annual Taxicab Inspections; Section 41-121, Annual Inspections Required; Inspection Procedure; Cost of Inspection Sticker

H. Appropriations

1. Newport News Public Schools (NNPS) - General Obligation Bond Fund: HVAC Replacement (Jenkins Elementary and Hilton Elementary Schools) and Facility Renovation and Improvement (Lee Hall Elementary School Roof Replacement) - $6,395,578

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. Price
5. Scott
6. Vick
7. Woodbury
8. Cherry
9. Harris
10. Jenkins

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 – Rev. George Chioros, Saints Constantine and Helen Greek Orthodox Church

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

D. Presentations
E. Public Hearings

1. Ordinance Authorizing and Directing the City Manager to Execute Any and All Documents, Including Deeds, Necessary to Effectuate the Conveyance of a Certain City-Owned Property Located at 619 28th Street to the Newport News Redevelopment and Housing Authority (NNRHA)

**ACTION:**  
A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS, INCLUDING DEEDS, NECESSARY TO EFFECTUATE THE CONVEYANCE OF A CERTAIN CITY-OWNED PROPERTY LOCATED AT 619 28TH STREET TO THE NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY (NNRHA).

**BACKGROUND:**
- Consistent with the City’s ongoing Choice Neighborhood Initiative (CNI) efforts, the City plans to convey this city-owned property to the NNRHA.
- Once conveyed, NNRHA will combine with other vacant lots to create a parcel large enough to accommodate Phase I of the planned development included in the Marshall-Ridley Choice Neighborhood Transformation Plan.
- The City Manager recommends approval.

**FISCAL IMPACT:**
- N/A

**ATTACHMENTS:**
- CM Memo re 619 28th St Conveyance Ordinance
- SDM16694 619 28th Conveyance Resolution
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

January 16, 2019

TO: The Honorable City Council
FROM: City Manager
SUBJECT: Conveyance of City-Owned Parcel at 619 28th Street to NNRHA

Consistent with the City’s on-going Choice Neighborhood Initiative efforts, the City plans to convey one (1) city-owned vacant lot, 619 28th Street, to the Newport News Redevelopment and Housing Authority (NNRHA).

Once conveyed, the NNRHA will combine 619 28th Street with other vacant lots to create a parcel large enough to accommodate Phase I of the planned development included in the Marshall-Ridley Choice Neighborhood Transformation Plan.

It is recommended that the City Council approve the conveyance and corresponding ordinance.

I recommend approval.

[Signature]

Cynthia D. Rohlf

CDR:epm

cc: Florence G. Kingston, Director, Department of Development
    Karen R. Wilds, Executive Director, NNRHA
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 NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY.

WHEREAS, the City Manager has recommended that certain City owned property be conveyed to the Newport News Redevelopment and Housing Authority; and

WHEREAS, the City Council concurs with this recommendation, finding that it is in the public interest 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 Newport News Redevelopment and Housing Authority:

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>ADDRESS</th>
<th>LEGAL DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>306.0302-51</td>
<td>619 28th Street</td>
<td>Lot 28, Block 139</td>
</tr>
</tbody>
</table>

2. That the documents necessary to implement the property conveyance authorized herein shall either be prepared by or reviewed by the City Attorney before their execution. The City Manager and City Attorney are hereby authorized to resolve title issues or other matters necessary to effectuate the conveyance of the properties to the Authority.

3. That this ordinance shall be in effect on and after the date of its adoption, January 8, 2019.
E. Public Hearings

2. Ordinance Amending and Reordaining City Code, Appendix B, Subdivision Regulations; Article IV., General Regulations; Section 4-01 (a), Compliance with Regulations; and Repeal Section 4-01.9, Subdivision Review Board (Subdivision Regulations No. SO-2018-0005)

ACTION: A REQUEST TO ADOPT AN ORDINANCE AMENDING CITY CODE, APPENDIX B, SUBDIVISION REGULATIONS; ARTICLE IV., GENERAL REGULATIONS; SECTION 4-01 (a), COMPLIANCE WITH REGULATIONS; AND REPEAL SECTION 4-01.9, SUBDIVISION REVIEW BOARD (SUBDIVISION REGULATIONS NO. SO-2018-0005).

BACKGROUND:
- This Subdivision Review Board is an administrative body that provides relief to the strict adherence to the subdivision regulations in the creation of a subdivision lot.
- The Board is not authorized by the Code of Virginia.
- The amendment will remove the Subdivision Review Board from the Subdivision Regulations.
- On December 19, 2018, the City Planning Commission voted unanimously 7:0 to recommend adoption of the amendment.

Vote on Roll Call:
For: Wittkamp, Carpenter, Stodghill, Willis, Groce, Fox, Simmons
Against: None
Abstention: None

- The City Manager recommends approval.

FISCAL IMPACT: N/A

ATTACHMENTS:
- Description
- Subdivision Regulations No SO-2018-0005 Memo
- Staff Report and CPC Minutes
- sdm16689 Amending Appendix B, Sec. 4-01, Compliance with regulations
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

January 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Amendment to Appendix B, Subdivision Regulations; Article VI., General Regulations

City Council is requested to consider approving ordinance amendment to City Code, Appendix B, Subdivision Regulations; Article VI., General Regulations; Section 4-01 (a), Compliance with Regulations; and repeal Section 4-01.9, Subdivision Review Board. This amendment would remove all reference of the Subdivision Review Board from the General Regulations section and repeal the Subdivision Review Board from the regulations.

Currently, the Subdivision Review Board is an administrative body that may hear petitions of owners seeking relief from the subdivision regulations. The Code of Virginia does not authorize an administrative body to offer relief of city codes. As the Subdivision Review Board is not authorized by the Code of Virginia, it is requested that Section 4-01 (a) be amended to include the repealing of Section 4-01.9.

On December 18, 2018, the City Planning Commission voted unanimously 7:0 to recommend adoption of the subdivision regulations text amendment.

I recommend approval.

Cynthia D. Rohlf

CDR:fdc

cc: Sheila W. McAllister, Director, Department of Planning
BACKGROUND

The request is to amend Appendix B, Subdivision Regulations, Article IV. General Regulations, Section 4-01, Compliance with regulations; and repeal Section 4-01.9, Subdivision review board.

This amendment will eliminate the subdivision review board. In its current capacity, the subdivision review board is an administrative body that may hear petitions from property owners seeking relief from the subdivision ordinance in the creation of lots. It is not authorized by the Code of Virginia, but was created to allow relief from the subdivision ordinance. In the past, the subdivision ordinance allowed for family subdivisions that created lots specifically for family members that did not meet the required lot frontage on public streets. However, it was used to circumvent zoning requirements and in 2003, when the city repealed the family subdivision ordinance it allowed the subdivision review board to remain.

Since then, seven cases have come before the board seeking relief from the lot frontage requirement, with the last case heard in 2008. There have been four cases approved by the subdivision review board that allowed the creation of lots without public street frontage as required in the zoning ordinance. The creation of lots without street frontage can generate friction as parcel ownership changes. Specific areas of concern are accessibility for owners and emergency vehicles to homes in the rear of other parcels and maintenance of the driveway access to all lots.

As the subdivision review board is not authorized by the Code of Virginia, it is requested that section 4-01 be amended to include the repealing of section 4-01.9.

On July 18, 2018, the Regulations Committee reviewed and recommended approval of the above referenced amendment.

STAFF RECOMMENDATION

It is recommended that the City Planning Commission recommend to City Council adoption of subdivision regulations amendment SO-2018-0005.

CPC RECOMMENDATION

On December 19, 2018, the Planning Commission voted unanimously (7:0) to recommend to City Council adoption of subdivision regulations amendment SO-2018-0005.
APPENDIX

A-1  APPENDIX B, SUBDIVISION REGULATIONS, ARTICLE IV., GENERAL REGULATIONS, SECTION 4-01, COMPLIANCE WITH REGULATIONS; AND SECTION 4-01.9, SUBDIVISION REVIEW BOARD

A-2  EXCERPTS FROM THE CITY PLANNING COMMISSION MINUTES OF DECEMBER 19, 2018
ORDINANCE NO. ________

AN ORDINANCE TO AMEND AND REORDAIN APPENDIX B, SUBDIVISION REGULATIONS, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE IV., GENERAL REGULATIONS, SECTION 4-01, COMPLIANCE WITH REGULATIONS.

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

That Appendix B, Subdivision Regulations, of the Code of the City of Newport News, Virginia, Article IV., General Regulations, Section 4-01, Compliance with regulations, be, and the same hereby is, amended and reordained as follows:

APPENDIX B

SUBDIVISION REGULATIONS

ARTICLE IV. GENERAL REGULATIONS

Sec. 4-01. Compliance with regulations.

From and after the effective date of this ordinance or amendment thereof, the following provisions shall be effective within the City of Newport News and shall not negate the requirements of the city zoning ordinance [Chapter 45], provided that the subdivision review board may permit a residential subdivision of a parcel not having public street frontage upon the owner producing the evidence and the board making the findings required by section 4.01.9:

(a) For every subdivision lot of five (5) acres or more, the following sections and articles of this ordinance shall apply:

1. Section 4-01.8. Court partition.

2. Section 4-01.9. Subdivision review board.

3. Section 4-01.10. Conflict with other ordinances.

4. Section 5-01. General requirements.

5. Section 5-02. Preliminary development plan.

6. Section 5-05. Filing of final plat.

7. Section 5-06. Recordation of final plat.
87. Section 5-07. Appeals.

98. Section 5-08. Filing and recording fees.

109. Article VI. Requirements of Preliminary Development Plans.

110. Article VII. Requirements of Final Plat.

1211. Section 8-01.1. Lots [Shape].

1312. Section 8-01.2. Size.

1413. Section 8-01.9. Usable land area.

1514. Section 8-05. Easements.

1615. Section 8-06. Easements along streams.

1716. Section 8-07. Land inadequately drained.

1817. Article XIII. Violations and penalties.

1918. Article XIV. Separability clause.


2120. Article XVI. Repeal.

(b) For every subdivision lot of five (5) acres or more that has existing public street frontage or would front on a proposed public street, the following sections and articles of this ordinance shall apply:

1. All articles and sections as listed in subsection (a) therein.

2. Article IV. General regulations.

3. Section 8-01.1. Location.

4. Section 8-01.10. Access to major thoroughfares.

5. Section 8-03.7. Private streets.

(c) For every subdivision lot of less than five (5) acres, all sections of the Subdivision Ordinance (hereinafter referred to as "this ordinance") shall apply.

(d) For every subdivision lot, irrespective of size, created for the purposes of public streets and/or public improvements, the requirements of this ordinance for such public streets and/or public improvements shall apply. A final plat or legal plat, as determined by the department of planning, shall be required whenever a street to be dedicated to the city is created.

(e) For every Neotraditional Overlay District, the following shall apply.

1. All articles and sections as listed in (a) and (b) herein above, but excluding subsections (a)5. and (a)10.

2. All pertinent articles and sections of Chapter 33.02, Site Regulations, of the City Code, as set forth therein.

3. The director shall resolve any conflicts which may exist among city ordinances and regulations associated with development proposals within Neotraditional Overlay Districts.

4-01.1. Plat required. No person shall subdivide land without making and recording a plat of such subdivisions in accordance with the provisions of this ordinance.

4-01.2. Approval before recording. No such plat of any subdivision shall be recorded unless and until it shall have been submitted to and approved by the duly authorized agent of the city council as provided herein. No clerk of any court shall file or record a plat of a subdivision required by this ordinance to be recorded until such plat has been approved as required herein.

4-01.3. Sale of lots in unrecorded subdivision prohibited. No person shall sell or transfer any such land by reference to or exhibition of or by other use of a plat of a subdivision, before such plat has been duly recorded as provided herein, unless such subdivision was lawfully created prior to the adoption of this ordinance, provided nothing herein shall be construed as preventing the recordation of the instrument by which such land is transferred or the passage of title as between the parties to the instrument.

4-01.4. No building permit issued. No building permit shall be issued for any structure or building to be located on any land which has been subdivided or is proposed to be subdivided until a plat of such subdivision has been recorded in accordance with the provisions of this ordinance.

4-01.5. Private contracts. This ordinance bears no relation to any private easement,
covenant, agreement or restriction, nor is the responsibility of enforcing such private easement, covenant, agreement or restriction implied herein to any public official. When this ordinance calls for more restrictive standards than are required by private contract, the provisions of this ordinance shall control.

4-01.6. relation to zoning. when the intended use of all or part of the platted area, as indicated by the preliminary development plan and as shown on that plan, indicates the land to be subdivided would be used in a manner not permitted as a matter of right in the zoning district which exists at the time the final plat is filed with the city, the subdivider shall file at his own expense and as a condition to the approval of the preliminary development plan an application for a change in zoning of the affected area to a classification consistent with the use to be made of the proposed subdivision.

4-01.7. Payments by subdividers and developers for certain off-site sewerage and drainage facilities. Subdividers or developers of land may be required to pay a pro rata share of the cost of providing reasonable and necessary sewerage and drainage facilities, located outside the property limits of the land owned or controlled by them but necessitated or required, at least in part, by the construction or improvement of their subdivision or development. Such payments shall not be required until such time as city council or a department designated by city council shall have established a general sewerage and/or drainage improvement program for an area having related and common sewer or drainage conditions and within which is located the land owned or controlled by the subdivider or developer.

(1) Payments shall be required only after establishment of regulations approved by city council which set forth reasonable standards to determine the proportionate share of total estimated cost of ultimate sewerage and drainage facilities required adequately to serve a related and common area, when and if totally developed in accord with the adopted comprehensive plan, that shall be borne by each subdivider or developer within the area. Such share shall be limited to the amount necessary to protect water quality based upon the pollutant loading caused by the subdivision or development or to the proportion of such total estimated cost which the increased sewerage flow, water flow and/or increased volume and velocity of stormwater runoff to be actually caused by his subdivision or development bears to total estimated volume and velocity of such sewerage, water and/or runoff from such area in its totally developed state. In calculating the pollutant loading caused by the subdivision or development or the volume and velocity of stormwater runoff, the city shall take into account the effect of all on-site stormwater facilities or best management practices constructed or required to be constructed by the subdivider or developer and give appropriate credit therefore.

(2) The regulations required above shall include a provision that payments received by the city shall be expended only for construction of those facilities for which the payment was required, and until so expended shall be held in an interest-bearing
account for the benefit of the developer or subdivider. The regulations may allow, however, for the posting of personal, corporate, or property bond, cash escrow or other method of performance guarantee conditioned on payment at commencement of construction.

4-01.8. Court partition. If the partition of any tract is ordered by a court of competent jurisdiction when a bona fide dispute exists between the parties in interest, none of the requirements of this ordinance shall apply. Partition shall not be sought merely as a means to circumvent the provisions of this ordinance.

4-01.9. Subdivision review board. A review board to be composed of the director of planning, the director of codes compliance, the director of engineering, and the director of public works or their designees, and a member of the planning commission designated by the chairman, shall review petitions from property owners seeking relief from strict compliance with the provisions of this ordinance. The board may exempt the owner from the literal enforcement of the [this] subdivision ordinance if the enforcement will result in an unnecessary hardship. The property owner must show to the board the hardship and that the exemption:

(1) Will not be contrary to the public interest;

(2) The spirit of the [this] subdivision ordinance will not be offended and that substantial justice will be done;

(3) That by reason of exceptional topographic conditions or other extraordinary situation or condition of such piece of property, the strict application of the terms of the [this] ordinance would effectively prohibit or unreasonably restrict the use of the property or that to except such parcel or division of land from the strict application of the terms of the [this] ordinance will alleviate a clearly demonstrable hardship approaching confiscation as distinguished from special privilege or convenience sought by the applicant.

This exception shall not be effective unless the board finds:

(1) That the strict application of the terms of the [this] ordinance would produce undue hardship.

(2) That to except such parcel from the strict application of the terms of the [this] ordinance will not be of substantial detriment to adjacent property.

(3) That the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the [this] ordinance.
(4) That the board has been petitioned, in writing, for a hearing by the owner of the property. The petition shall be accompanied by a plan for the proposed development of the land; five (5) additional copies of the petition and plan shall accompany the originals.

(5) That the property owner entered into an agreement to dedicate to the city any additional rights-of-way for existing or proposed streets and to convey any utility easements required under Article VIII hereof.

Further, this exception shall have no force or effect unless a public hearing be held by the board at which persons affected may appear and present their views. The notice that the board intends to consider an exception from the strict compliance with the provisions of the [this] ordinance shall be published once a week for two (2) successive weeks in some newspaper published in or having general circulation in the City of Newport News or other place where the land is located; if it be outside the city, but within the jurisdiction of the city. The notice shall specify the time and place of the hearing and the hearing shall be not less than six (6) days nor more than twenty-one (21) days after the final publication. The notice shall contain a reference to the place or places within the city where copies of the plans showing the proposed development may be examined.

The cost to advertise such public hearing shall be paid by the party seeking review by the board three (3) working days prior to the public hearing of the board.

In addition to the public notice, it shall be the duty of the petitioner, to notify by registered or certified mail, the owner or owners, their agent or occupant, of all abutting property and property affected. Notice sent by registered or certified mail to the last-known address of such owner as shown on the current real estate tax assessment books shall be deemed adequate compliance with this requirement. The mail receipts must be submitted to the city three (3) working days prior to the hearing.

If the board acts favorably upon the petition, the petitioner shall prepare and file a final plat according to the provisions set forth in this ordinance. In no case shall the city manager approve a plat of property which is the subject of a petition to the review board unless and until the review board has acted favorable on such petition.

4-01.10. Conflict with other ordinances. Whenever regulations contained in this ordinance impose higher restrictions than regulations contained in other municipal ordinances, the regulations of this ordinance shall prevail.

4-01.11. Conflict with Chesapeake Bay Preservation Ordinance. Any provision of Chapter 13.5, Chesapeake Bay Preservation, which is found to be in conflict with any provision of this ordinance shall be controlling and shall supersede said provision of this ordinance to the extent of such conflict.
4-01.12. *Subdivisions approved by subdivision review board.* Any subdivision for which relief from strict compliance with the provisions of this ordinance was granted by the subdivision review board on or before December 31, **1993**2018, shall be deemed in compliance in all respects with this ordinance.

4-01.13. *No ingress and egress over landscaped areas of subdivision entrances.* No curb cut, nor other improvement, shall be allowed for ingress and egress over landscaped areas of the entrances to subdivisions, which either now exist or are to be dedicated and created in the future, where these landscaped areas are specifically designed or used for aesthetic enhancements to the public rights-of-way and for future expansion of the paved portion of the streets they abut.
EXcerpts from Planning Commission Minutes

December 19, 2018

SO-2018-0005. City of Newport News. Requests an amendment to Appendix B, Subdivision Regulations, Article IV. General Regulations, Section 4-01 and repealing Section 4-01.9, Subdivision Review Board.

Flora Chioros, Assistant Director – Current Planning, presented the staff report (copy attached to record minutes).

Ms. Fox asked what will happen to the Subdivision Review Board. Ms. Chioros stated if it is repealed, it will no longer exist. She stated that the Code of Virginia does not allow an administrative body to alter the requirements of code. It requires action by the legislative body. Ms. Fox asked if this is a situation where we have a code we should not have and now we are getting rid of it. Ms. McAllister stated that is correct.

Ms. Stodghill asked if we have a Subdivision Review Board. Ms. Chioros stated we do. Ms. Stodghill asked if the board is active. Ms. McAllister stated it only activates if there is a request. Ms. Stodghill asked if there are citizens on the board. Ms. McAllister stated the board consists of city staff and one Planning Commissioner.

Ms. Fox asked if removing the Subdivision Review Board would be detrimental. Ms. Chioros stated the last case heard was in 2008. She stated from 2003 to 2008 there were seven cases that came before the Subdivision Review Board, seeking relief from the creation of lots without public street frontage; however, it is not authorized through the Code of Virginia for the Subdivision Review Board to administratively release someone of requirements of the zoning code. Ms. Fox asked what would happen if we had that situation come up now. Ms. Chioros stated they would not be able to create the lot and there would be no administrative way to release someone from the zoning code. Ms. Fox asked if we are okay with that. Ms. Spratley stated City Council enacts our local ordinance changes when someone tells them that a certain provision is not working and should be amended, repealed or changed. She stated that is how they would get relief from a code section that is not working properly. Ms. Spratley stated the Subdivision Review Board was effectively providing exceptions to the city code and an administrative body does not have that authority in Virginia to make recommendations, other than the ones that are designated, such as the Board of Zoning Appeals and Planning Commission. She stated if a change is needed from a regulation, City Council needs to do that and not an administrative board.

Ms. Stodghill asked how the Subdivision Review Board came to be. Ms. Chioros stated it was set up a long time ago as part of the family subdivision regulations.

Ms. Stodghill asked if another subdivision came and they wanted to change the size of the lots, would they ask for a rezoning. Ms. McAllister stated yes, but if City Council wants people to have relief and allow them to create a subdivision without public street frontage, then it would be the body that approves it.
Mr. Simmons opened and closed the public hearing.

Ms. Fox made a motion to recommend approval of subdivision regulations amendment SO-2018-0005 to City Council. The motion was seconded by Ms. Willis.

**Vote on Roll Call**
**For:** Wittkamp, Carpenter, Stodghill, Willis, Groce, Fox, Simmons
**Against:** None
**Abstention:** None

The Planning Commission voted unanimously (7:0) to recommend approval of subdivision regulations amendment SO-2018-0005 to City Council.
ORDINANCE NO. ______________

AN ORDINANCE TO AMEND AND REORDAIN APPENDIX B, SUBDIVISION REGULATIONS, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE IV., GENERAL REGULATIONS, SECTION 4-01, COMPLIANCE WITH REGULATIONS.

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

That Appendix B, Subdivision Regulations, of the Code of the City of Newport News, Virginia, Article IV., General Regulations, Section 4-01, Compliance with regulations, be, and the same hereby is, amended and reordained as follows:

APPENDIX B

SUBDIVISION REGULATIONS

ARTICLE IV. GENERAL REGULATIONS

Sec. 4-01. Compliance with regulations.

From and after the effective date of this ordinance or amendment thereof, the following provisions shall be effective within the City of Newport News and shall not negate the requirements of the city zoning ordinance [Chapter 45], provided that the subdivision review board may permit a residential subdivision of a parcel not having public street frontage upon the owner producing the evidence and the board making the findings required by section 4.01.9:

(a) For every subdivision lot of five (5) acres or more, the following sections and articles of this ordinance shall apply:

1. Section 4-01.8. Court partition.

2. Section 4-01.9. Subdivision review board.

3. Section 4-01.10. Conflict with other ordinances.

4. Section 5-01. General requirements.

5. Section 5-02. Preliminary development plan.

6. Section 5-05. Filing of final plat.

7. Section 5-06. Recordation of final plat.
(b) For every subdivision lot of five (5) acres or more that has existing public street frontage or would front on a proposed public street, the following sections and articles of this ordinance shall apply:

1. All articles and sections as listed in subsection (a) therein.

2. Article IV. General regulations.

3. Section 8-01.1. Location.

4. Section 8-01.10. Access to major thoroughfares.

5. Section 8-03.7. Private streets.

(c) For every subdivision lot of less than five (5) acres, all sections of the Subdivision Ordinance (hereinafter referred to as "this ordinance") shall apply.

(d) For every subdivision lot, irrespective of size, created for the purposes of public streets and/or public improvements, the requirements of this ordinance for such public streets and/or public improvements shall apply. A final plat or legal plat, as determined by the department of planning, shall be required whenever a street to be dedicated to the city is created.

(e) For every Neotraditional Overlay District, the following shall apply.

1. All articles and sections as listed in (a) and (b) herein above, but excluding subsections (a)5. and (a)10.

2. All pertinent articles and sections of Chapter 33.02, Site Regulations, of the City Code, as set forth therein.

3. The director shall resolve any conflicts which may exist among city ordinances and regulations associated with development proposals within Neotraditional Overlay Districts.

4-01.1. Plat required. No person shall subdivide land without making and recording a plat of such subdivisions in accordance with the provisions of this ordinance.

4-01.2. Approval before recording. No such plat of any subdivision shall be recorded unless and until it shall have been submitted to and approved by the duly authorized agent of the city council as provided herein. No clerk of any court shall file or record a plat of a subdivision required by this ordinance to be recorded until such plat has been approved as required herein.

4-01.3. Sale of lots in unrecorded subdivision prohibited. No person shall sell or transfer any such land by reference to or exhibition of or by other use of a plat of a subdivision, before such plat has been duly recorded as provided herein, unless such subdivision was lawfully created prior to the adoption of this ordinance, provided nothing herein shall be construed as preventing the recordation of the instrument by which such land is transferred or the passage of title as between the parties to the instrument.

4-01.4. No building permit issued. No building permit shall be issued for any structure or building to be located on any land which has been subdivided or is proposed to be subdivided until a plat of such subdivision has been recorded in accordance with the provisions of this ordinance.

4-01.5. Private contracts. This ordinance bears no relation to any private easement,
covenant, agreement or restriction, nor is the responsibility of enforcing such private easement, covenant, agreement or restriction implied herein to any public official. When this ordinance calls for more restrictive standards than are required by private contract, the provisions of this ordinance shall control.

4-01.6. Relation to zoning. When the intended use of all or part of the platted area, as indicated by the preliminary development plan and as shown on that plan, indicates the land to be subdivided would be used in a manner not permitted as a matter of right in the zoning district which exists at the time the final plat is filed with the city, the subdivider shall file at his own expense and as a condition to the approval of the preliminary development plan an application for a change in zoning of the affected area to a classification consistent with the use to be made of the proposed subdivision.

4-01.7. Payments by subdividers and developers for certain off-site sewerage and drainage facilities. Subdividers or developers of land may be required to pay a pro rata share of the cost of providing reasonable and necessary sewerage and drainage facilities, located outside the property limits of the land owned or controlled by them but necessitated or required, at least in part, by the construction or improvement of their subdivision or development. Such payments shall not be required until such time as city council or a department designated by city council shall have established a general sewerage and/or drainage improvement program for an area having related and common sewer or drainage conditions and within which is located the land owned or controlled by the subdivider or developer.

(1) Payments shall be required only after establishment of regulations approved by city council which set forth reasonable standards to determine the proportionate share of total estimated cost of ultimate sewerage and drainage facilities required adequately to serve a related and common area, when and if totally developed in accord with the adopted comprehensive plan, that shall be borne by each subdivider or developer within the area. Such share shall be limited to the amount necessary to protect water quality based upon the pollutant loading caused by the subdivision or development or to the proportion of such total estimated cost which the increased sewerage flow, water flow and/or increased volume and velocity of stormwater runoff to be actually caused by his subdivision or development bears to total estimated volume and velocity of such sewerage, water and/or runoff from such area in its totally developed state. In calculating the pollutant loading caused by the subdivision or development or the volume and velocity of stormwater runoff, the city shall take into account the effect of all on-site stormwater facilities or best management practices constructed or required to be constructed by the subdivider or developer and give appropriate credit therefore.

(2) The regulations required above shall include a provision that payments received by the city shall be expended only for construction of those facilities for which the payment was required, and until so expended shall be held in an interest-bearing
account for the benefit of the developer or subdivider. The regulations may allow, however, for the posting of personal, corporate, or property bond, cash escrow or other method of performance guarantee conditioned on payment at commencement of construction.

4-01.8. Court partition. If the partition of any tract is ordered by a court of competent jurisdiction when a bona fide dispute exists between the parties in interest, none of the requirements of this ordinance shall apply. Partition shall not be sought merely as a means to circumvent the provisions of this ordinance.

4-01.9. Subdivision review board. A review board to be composed of the director of planning, the director of codes compliance, the director of engineering, and the director of public works or their designees, and a member of the planning commission designated by the chairman, shall review petitions from property owners seeking relief from strict compliance with the provisions of this ordinance. The board may exempt the owner from the literal enforcement of the [this] subdivision ordinance if the enforcement will result in an unnecessary hardship. The property owner must show to the board the hardship and that the exemption:

(1) Will not be contrary to the public interest;

(2) The spirit of the [this] subdivision ordinance will not be offended and that substantial justice will be done;

(3) That by reason of exceptional topographic conditions or other extraordinary situation or condition of such piece of property, the strict application of the terms of the [this] ordinance would effectively prohibit or unreasonably restrict the use of the property or that to exempt such parcel or division of land from the strict application of the terms of the [this] ordinance will alleviate a clearly demonstrable hardship approaching confiscation as distinguished from special privilege or convenience sought by the applicant.

This exception shall not be effective unless the board finds:

(1) That the strict application of the terms of the [this] ordinance would produce undue hardship.

(2) That to exempt such parcel from the strict application of the terms of the [this] ordinance will not be of substantial detriment to adjacent property.

(3) That the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the [this] ordinance.
(4) That the board has been petitioned, in writing, for a hearing by the owner of the property. The petition shall be accompanied by a plan for the proposed development of the land; five (5) additional copies of the petition and plan shall accompany the originals.

(5) That the property owner entered into an agreement to dedicate to the city any additional rights-of-way for existing or proposed streets and to convey any utility easements required under Article VIII hereof.

Further, this exception shall have no force or effect unless a public hearing be held by the board at which persons affected may appear and present their views. The notice that the board intends to consider an exception from the strict compliance with the provisions of the ordinance shall be published once a week for two (2) successive weeks in a newspaper published in or having general circulation in the City of Newport News or other place where the land is located, if it be outside the city, but within the jurisdiction of the city. The notice shall specify the time and place of the hearing and the hearing shall be not less than six (6) days nor more than twenty-one (21) days after the final publication. The notice shall contain a reference to the place or places within the city where copies of the plans showing the proposed development may be examined.

The cost to advertise such public hearing shall be paid by the party seeking review by the board three (3) working days prior to the public hearing of the board.

In addition to the public notice, it shall be the duty of the petitioner, to notify by registered or certified mail, the owner or owners, their agent or occupant, of all abutting property and property affected. Notice sent by registered or certified mail to the last-known address of such owner as shown on the current real estate tax assessment books shall be deemed adequate compliance with this requirement. The mail receipts must be submitted to the city three (3) working days prior to the hearing.

If the board acts favorably upon the petition, the petitioner shall prepare and file a final plat according to the provisions set forth in this ordinance. In no case shall the city manager approve a plat of property which is the subject of a petition to the review board unless and until the review board has acted favorable on such petition.

4-01.10. Conflict with other ordinances. Whenever regulations contained in this ordinance impose higher restrictions than regulations contained in other municipal ordinances, the regulations of this ordinance shall prevail.

4-01.11. Conflict with Chesapeake Bay Preservation Ordinance. Any provision of Chapter 13.5, Chesapeake Bay Preservation, which is found to be in conflict with any provision of this ordinance shall be controlling and shall supersede said provision of this ordinance to the extent of such conflict.
4-01.12. Subdivisions approved by subdivision review board. Any subdivision for which relief from strict compliance with the provisions of this ordinance was granted by the subdivision review board on or before December 31, 1993, shall be deemed in compliance in all respects with this ordinance.

4-01.13. No ingress and egress over landscaped areas of subdivision entrances. No curb cut, nor other improvement, shall be allowed for ingress and egress over landscaped areas of the entrances to subdivisions, which either now exist or are to be dedicated and created in the future, where these landscaped areas are specifically designed or used for aesthetic enhancements to the public rights-of-way and for future expansion of the paved portion of the streets they abut.
F. Consent Agenda

1. Minutes of the Work Session of January 8, 2019

ACTION: • N/A

BACKGROUND: • N/A

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Minutes of the Work Session 1.8.19
MINUTES OF WORK SESSION
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE 10TH FLOOR CONFERENCE ROOM
2400 WASHINGTON AVENUE
January 8, 2019
4:00 p.m.

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

ABSENT:  - ----------------------------------------------- 0

OTHERS PRESENT:  Cynthia Rohlf; Collins L. Owens; Mabel Washington Jenkins; Joyce Thompkins; Darlene Bradberry; Sheila McAllister; Flora Chiros; LaTara Roufe; Lisa Cipriano; Cory Cloud; Constantinos Velissarios; Maria Abilar; Susan Goodwin; Florence Kingston; Matthew Johnson; Venneria Thomas; Everett Skipper; Louis Martinez; Frank James; Sonia Alcantara-Antoine; Michael Poplawski; William Roche; Chief Steve Drew; Alan Archer; David Freeman; Kim Lee; Eoghan Miller; Zina Middleton; and Josh Reyes

I.  Food Truck Vendors on Private Property Discussion

City Manager Rohlf introduced Ms. Shelia McAllister, Director, Department of Planning, to discuss the operation of Food Truck Vendors on private property, proposed regulations, and a comparison to neighboring localities (a copy of the presentation, “Food Truck Vendors on Private Property” and “Food Truck Vendors on Private Property Comparison Sheet”, is attached and made a part of these minutes). Ms. McAllister introduced Ms. Flora Chiros, Assistant Director, Department of Planning and Ms. Nyoka Hall, Zoning Administrator, Department of Codes Compliance.

Ms. McAllister indicated that all of the neighboring localities were working on regulations for food truck vendors. There was discussion about food truck vendors on public streets/public right-of-way. She informed that food trucks had come a long way since the original food trucks that would park in front of the shipyard. The best way to describe a food truck today as they have evolved would be “Restaurants on Wheels,” which was what they had become. Many chef’s preferred not go into a brick and mortar location, but the Chef would buy a food truck, and get a following before a decision was made to move into a facility. Vending on the street did not work for many localities. Some of the surrounding localities had taken steps to allow food trucks on private property, which was what the City attempted to do. This would not negate the regulations already in place on the street; the proposed regulations would go beyond, which would allow food truck vendors to operate on private property.
City Manager Rohlf reminded that public areas were downtown and shipyard and at the district created at the Northern end of the City in the Oakland Industrial Park.

Ms. McAllister noted the possible regulation highlights for Food Trucks on Private Property as follow:

- Definition of Food Truck Vendor
- Require Food Truck Permit
- Allowed in Certain Zoning Districts
- Require approval of property owner
- Not allowed on unimproved or vacant property
- Allowed with Special Events Permit

Ms. McAllister indicated the required food truck permit did not limit the food truck to a specific location, the proposed regulation would require the food truck vendor to obtain a permit and operate wherever they wanted to locate, with written permission from the property owner. City Manager Rohlf replied that other permits would be needed, such as a health permit and other requirements. Vice Mayor Vick inquired whether a zoning permit would be needed. City Attorney Owens questioned how the City would make that determination since the food trucks were mobile and they were in compliance with the zoning ordinance. Ms. McAllister replied the Food Truck was in compliance by obtaining the zoning ordinance, by getting the permit, and was based on where the zoning ordinance allowed them to go. City Manager Rohlf stated the recommendation would be to determine which zoning districts would be allowed in the City.

Councilwoman Cherry questioned, with the permit, whether the food truck could only be on that particular private property. City Manager Rohlf replied, within the zoning district on private property, with the owners’ written permission.

City Manager Rohlf indicated that staff did not wish to enforce the regulations, because the City did not have the staff capability to do so. The City would be notified on a complaint basis.

Councilwoman Scott questioned whether there would be a limited number of sites that food trucks could get permission to set-up, and the number allowed at a specific location. City Attorney Owens replied that would be good competition. Ms. McAllister stated it would depend on whether there were adequate parking spaces. The owner of that private property would regulate that. City Manager Rohlf added that food trucks were not allowed on unimproved or vacate lots.

Ms. McAllister indicated a food truck vendor could get a special event permit for a truck rodeo or at a fair in a residential area, school property, at church or any event outside of the zoning districts. Councilwoman Scott inquired whether there would be a cost associated. Ms. McAllister replied yes.
Councilman Jenkins questioned whether there would be an exception for absentee owners of a property. Ms. McAllister replied no, the City would like to work with the owner not a property manager, as the owner was responsible.

Ms. McAllister replied the zoning districts were typically in commercial and industrial zones, the City would look at industrial, office, mix-used zone. Mayor Price questioned whether there was any consideration that other localities were seeing where food trucks were near restaurants and whether someone would maybe sure the truck moved, so not to have the complaints from the establishments. He recalled, in Liverpool, they had someone who oversaw the permits issued and food truck vendors were placed away from the restaurant, not to be in direct competition. City Attorney Owens replied the permits were not on a location basis. Once the food truck vendor received the proper permit, they could set-up anywhere as long as they received written permission from the private property owner.

City Manager Rohlf stated the City would probably get feedback for established restaurants. Councilwoman Cherry replied the City could not hinder competition.

City Manager Rohlf said the City was not trying to overregulate and did not want to become the food truck police. There would be situations and complaints, should the food truck be given permission to set-up on private property or in a shopping center next to a struggling restaurant. Vice Mayor Vick replied it should be on a complaint by complaint basis.

City Manager Rohlf stated the complaints would come from brick and mortar establishments because they paid property taxes. Councilwoman Cherry replied people should have choices and restaurants downtown could not feed 50,000 customers in a thirty-minute period.

Councilwoman Scott inquired about the number of registered food trucks in the City, to date. City Manager Rohlf replied the only registered food trucks would be downtown.

Councilwoman Scott inquired whether there was a cap on the number of cabs/taxis in the City. Assistant City Manager Archer replied yes. Councilwoman Scott questioned whether the City would put a cap on food truck vendors. Could a food truck vendor obtain a business license if they do not live in the City? City Manager Rohlf replied yes. Councilwoman Scott indicated that there would be a proliferation and that would come from other localities. City Manager Rohlf replied the City could not prohibit that, if the set-up was on private property.

Vice Mayor Vick shared, as she attended some of the National League of Cities conferences, there were cities that promoted and highlighted food truck vendors in certain areas (Food Truck Rodeo) which was great. She said this could be a testing ground for the City. City Manager Rohlf replied that the Department of Development was looking into identifying some potential public sites. There were food truck rodeos that drew people in, and were sometimes
associated with festivals which was the draw. Councilwoman Scott suggested having a Taste of Newport News.

Ms. McAllister thanked City Council for their input, as their recommendation would be taken into consideration.

**II. Airbnb (Short Term Rentals) Briefing**

Ms. McAllister shared that Airbnb had been a concern and there was an ongoing discussion about short-term rentals. She noted short-term rentals were called share economics (i.e. people share their space/homes). Rather than looking at a single-family neighborhood, as just a single-family neighborhood and people looked to rent their entire home or a room out for a night. She shared that the proposed ordinance would regulate short-term rentals. The General Assembly allowed localities the ability to regulate short-term rentals. The City would like to know where the short-term rentals were located. The short term rentals had become an issue for the City, as the Department of Codes Compliance had received complaints. Based on the concerns, the City proposed an ordinance for short-term rentals, needed to know the locations, and have the owners register their property as a short-term rental, so the City could receive those taxes.

Ms. McAllister shared, of the surrounding localities, the City of Norfolk was the only locality that had adopted any regulations to date. City Attorney Owens advised that the Cities of Fairfax and Alexandria were the first in the State to have regulations on their Bed & Breakfasts. He questioned whether the City had a copy of those regulations. Ms. McAllister agreed, and indicated that the City did have a copy of those regulations.

Ms. McAllister reported the complications with Airbnb/short-term rentals was how it affected the neighborhoods over time, because of the transient nature of the type of use. It also had an impact on housing for people looking to rent a home longer than one or two days. Some people may want to rent for a year. The short-term rentals needed to be regulated.

Councilwoman Cherry shared that the City was already challenged with the rental inspection program. Ms. McAllister replied that the proposed regulations stated an inspection would be required. City Manager Rohlf noted the City did not have enough staffing; it was a fine line and needed to find a balance to ensure that the public was safe.

Councilwoman Cherry inquired about the number of Bed and Breakfasts in the City. Ms. McAllister replied that Bed and Breakfast facilities were required to get a conditional use permit and she could provide that information later. The Airbnb/short-term rentals were out there with no requirements to date. City Manager Rohlf replied an Airbnb property could be found
at the www.airbnb.com. City Attorney Owens indicated that Airbnbs were not permitted lawfully; however, they were advertised and available to the public.

Councilwoman Cherry inquired about Section 45-516.1. - Persons occupying a dwelling unit. A dwelling unit shall only be occupied by one (1) "family," which is defined as any of the following groups of people living together in the following manner: (1) An individual living alone in a dwelling unit; (2) Two (2) unrelated persons; (3) Two (2) unrelated persons and the children of such persons; (4) Three (3) unrelated persons, each unrelated to any of the others; except if the dwelling unit is a part of an attached multiple family building then the number of unrelated persons, each unrelated to any other, can be increased to four (4) persons; (5) Any number of persons related by blood, marriage, adoption or approved foster care; and (6) Any number of persons related by blood, marriage, adoption or approved foster care and one (1) unrelated person. Ms. McAllister replied that was the reason so many localities had problems establishing regulations because the City did have the family definition in the zoning ordinance and short-term rentals were not considered family. She shared that localities allowed short-term rentals and did inspections based on complaints.

City Attorney Owens noted the City had a problem with enforcing the single-family home because some property owners who had converted every room in the house, except the kitchen, into a bedroom and leased to six or seven unrelated people; it was hard to catch those property owners. He indicated that Airbnb allowed people to do the same thing on a short-term basis. City Manager Rohlf indicated it was happening now, and would continue. City Attorney Owens advised if the City did not have regulations, and property owners were caught leasing Airbnbs, it would take manpower to enforce once the City received a report for violating the zoning ordinance; however, that had not been done to date.

Ms. McAllister shared the possible regulation highlights for Short Term Rentals as follows:

- Allow in dwelling units used as primary residence
- Require one additional parking space.
- Require registration of short term rental
- Require business license of short-term rental.

Mayor Price suggested contacting Airbnb for more information.

Councilwoman Cherry questioned whether the City had short-term rentals in the zoning ordinance, or whether it would be to include Airbnb. City Manager Rohlf replied yes, regulations needed to be put in place. City Attorney Owens stated short-term rentals would be added, as Airbnb was a trade name.
Vice Mayor Vick indicated that there was much discussion about Airbnb/short-term rentals at Virginia Municipal League (VML) conferences.

City Manager Rohlf advised it was important for the City to enact regulations on Airbnb/short-term rentals to manage the ongoing concerns.

Councilwoman Cherry questioned, because the City had rental challenges and enforcement concerns, how could this issue be prevented from getting worse. Ms. McAllister replied that it was illegal, and the City would have to take property owners to court, and shut the property down. Councilwoman Cherry advised that her constituents had contacted the Department of Codes Compliance but got no assistance. City Manager Rohlf asked for the details to look into the matter.

III. FY 2020 – 2024 Capital Improvements Plan (CIP) Discussion

City Manager Rohlf shared that the staff had reviewed the CIP line-by-line, project-by-project, and would provide specific project details, solicit input and address any concerns. She stated the presentation would provide a brief overview of the CIP to reflect City Council input. City Manager Rohlf introduced Ms. Lisa Cipriano, Director, Department of Budget and Evaluation, to provide opening remarks, to be followed by Mr. Cory Cloud, Senior Budget Analyst, to provide an updated City Manager’s Recommended FY 2020 – FY 2024 Capital Improvements Plan (CIP).

Ms. Cipriano introduced Mr. Cory Cloud to provide the presentation.

Mr. Cloud noted each Category in the City Manager’s Recommended FY 2020 – 2024 Capital Improvements Plan (CIP) with a detailed list of projects and costs. The total CIP was $506 million. The total of all funding sources included General Obligation Bonds (GOB), Cash Capital, Grants and other funding sources (see the “City Manager’s Recommended FY 2020 – FY 2024 Capital Improvements Plan (CIP)”, (in the presentation attached to these minutes).

Mr. Cloud stated Council had reviewed each category line-by-line, project-by-project, and provided specific project details, and addressing any concerns. He noted this presentation was a recap while focusing on FY 2020.

Mr. Cloud provided a recap of the City Manager Recommended CIP FY 2020 – 2024 Total of All Funding Sources to included General Obligation Bonds (GOB), Cash Capital, Grants, and Other. He shared that the Transit included grant funding.
General Fund

- Community Development $59.3 million
- Environmental 1.2 million
- Transit 119.2 million
- Equipment 9.2 million
- Parks and Recreation 15.1 million
- Public Buildings 41.1 million
- Schools 43.8 million
- Streets and Bridges 72.5 million

General Fund Total $361.4 million

Self-Supporting Funds

- Sewer Rehabilitations $33.5 million
- Stormwater Drainage 28.8 million
- Waterworks 82.1 million

Self-Supporting Fund Total $144.4 million
Grand Total $505.8 million

Mr. Cloud shared the City Manager’s Recommended FY 2020 – 2024 Capital Improvements Plan (CIP) with the percentage of all funding sources including General Obligation Bonds (GOB), Cash Capital, Grants and other.

<table>
<thead>
<tr>
<th>CIP FY 2020 - FY 2024</th>
<th>Percentage of all funding</th>
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</thead>
<tbody>
<tr>
<td>Community Development</td>
<td>$53.3 million 12%</td>
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<tr>
<td>Environmental</td>
<td>$1.2 million  0%</td>
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<tr>
<td>Transit</td>
<td>$119.2 million 23%</td>
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<tr>
<td>Equipment</td>
<td>$9.2 million  2%</td>
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<tr>
<td>Parks, Recreation, and Tourism</td>
<td>$15.1 million 3%</td>
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<td>Public Buildings</td>
<td>$41.1 million 8%</td>
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<tr>
<td>School Division</td>
<td>$43.8 million 9%</td>
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<td>Streets and Bridges</td>
<td>$72.5 million 14%</td>
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<tr>
<td>Sewer Rehabilitations</td>
<td>$33.5 million 7%</td>
</tr>
<tr>
<td>Stormwater Drainage</td>
<td>$28.8 million 6%</td>
</tr>
<tr>
<td>Waterworks</td>
<td>$82.1 million 16%</td>
</tr>
</tbody>
</table>
Mr. Cloud shared the City Manager’s Recommended FY 2020 – 2024 Capital Improvements Plan (CIP) General Fund - General Obligation Bonds (GOB):

- FY 2020 $42 million
- FY 2021 36 million
- FY 2022 25 million
- FY 2023 42 million
- FY 2024 No Projects submitted

Mr. Cloud shared the City Manager’s Recommended FY 2020 – 2024 Capital Improvements Plan (CIP) General Fund - General Obligation Bonds (GOB) by category:

**General Fund**

<table>
<thead>
<tr>
<th>Category</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>Total</th>
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<tr>
<td>Public Buildings</td>
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<td>3.4 million</td>
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<td>6.4 million</td>
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<tr>
<td>Community Develop.</td>
<td>6.0 million</td>
<td>5.7 million</td>
<td>5.7 million</td>
<td>19.0 million</td>
<td>36.4 million</td>
</tr>
<tr>
<td>Schools</td>
<td>9.0 million</td>
<td>8.9 million</td>
<td>8.7 million</td>
<td>9.1 million</td>
<td>35.7 million</td>
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<tr>
<td>Equipment</td>
<td>1.0 million</td>
<td></td>
<td></td>
<td></td>
<td>1.0 million</td>
</tr>
</tbody>
</table>

**General Fund Total** 41.8 million 36.4 million 25.1 million 42.4 million 145.6 million

Vice Mayor Vick inquired about the Virgil I. Grissom Library, because in FY 2021 there was $5.2 million. Mr. Cloud indicated that was for outer years (FY 2021 – FY 2023) for each project. The City had not done the bond authorization for FY 2019 to date.

Councilman Harris questioned the funds for Virgil I. Grissom Library for the design but no location. City Manager replied that was correct, because the funding needed to be available to sign a contract. Councilman Harris asked how the City knew what type of the design would be planned for the building. City Manager Rohlf replied the City was in the process of confirming a location and would bring that information back to City Council, which was a part of the Upper Warwick Boulevard Corridor.

Councilwoman Cherry questioned whether the City could come up with a design without knowing the site. City Manager Rohlf replied no, the initial funding was for the conceptual
design. Staff was working on identifying a potential site and City Council would be updated with the recommendation.

Councilwoman Cherry questioned why the $800,000 funding for a conceptual design if it did not fit the location. City Manager Rohlf replied it would a placeholder to begin the design process for a larger project, not the conceptual. She noted $800,000 was in FY 2019 for the Virgil I. Grissom Library for design. Councilwoman Cherry inquired about the $6 million for the Virgil I. Grissom Library. Mr. Cloud replied that the $6 million was in FY 2020 for construction. City Manager Rohlf replied the Virgil I. Grissom Library funding was phased in over two-years because construction would take a longer period of time. She advised that $5.2 million in FY 2021 would complete the funding for the library for a total of $12 million over three-years.

Ms. Cipriano explained the City had no bond authorization for FY 2019, so City Council had not authorized the reoccurring debt free FY 2019 CIP projects. The next step would be for City Council to appropriate a project off of the bond authorization. The City Manager would not bring forth an appropriation resolution until design of a building on a specific location. City Manager Rohlf stated it was a plan.

Councilwoman Cherry inquired about the Area Plan. City Manager stated after a many community meetings, the location for the Library had fluctuated. The City wanted public input because they are the user of the library and the City want to be as inclusive as possible through the process. The City did not want to do anything in isolation, it may make sense to have a complex.

Councilwoman Cherry questioned the Fire and Police Department location at the Sherwood Shopping Center. City Manager Rohlf replied there had been many discussions on the location, should it be centrally location within the City, should the location be more walker friendly since people walk in that area. Vice Mayor Vick expressed her concern about spot development and how the process would allow buildings to be located at a more functional site with the input from the community. City Manager Rohlf replied it was a longer process and more engaging.

Councilwoman Cherry inquired about the $3.5 million for Fire Station No. 11 in FY 2021 and $300,000 in FY 2020 for design work. City Manager Rohlf replied the plan was funded and once a location was identified, the City would move forward. The Fire and Police Department located together would be a great asset to the community.

Mr. Cloud noted, in the Parks and Recreation category, the Athletic Field Lighting funding included in FY 2019 ($500,000) and FY 2020 ($150,000) and the Deer Park Ranger Station/Restroom Replacement – FY 2020 included funding for design ($150,000).
## Parks & Recreation

<table>
<thead>
<tr>
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<th>FY 2021</th>
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<th>FY 2023</th>
<th>Total</th>
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<td>Deer Park Ranger Station/</td>
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<td>Restroom Replacement*</td>
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<td>Public Landscaping</td>
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<tr>
<td>Recreation Facilities*</td>
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<td>385,000</td>
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<tr>
<td>Stoney Run Greenway*</td>
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<td></td>
<td>422,000</td>
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<tr>
<td>Stoney Run Park*</td>
<td>525,000</td>
<td>400,000</td>
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<td><strong>Parks &amp; Recreation Total</strong></td>
<td><strong>$3,927,000</strong></td>
<td><strong>$3,326,000</strong></td>
<td><strong>$6,192,000</strong></td>
<td><strong>$13,445,000</strong></td>
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</table>

*indicates GOB is included as source of funding

Mr. Cloud noted, in the Street and Bridges category, the Jefferson Avenue Sidewalk – Industrial Park Drive to Shields Road – Funding included in FY 2020 ($217,000). The Traffic Signal & Pedestrian Improvements at Jefferson Ave & Pavilion Place – Funding included in FY 2020 ($205,000) and Traffic Signal & Pedestrian Improvements at Rock Landing Road & Mariner’s Row – Funding included in FY 2020 ($205,000).

## Streets & Bridges

<table>
<thead>
<tr>
<th></th>
<th>FY 2021</th>
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<td>Grounding Program*</td>
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<td>Arterial Street</td>
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<tr>
<td>Reconstruction/Resurfacing*</td>
<td>2,000,000</td>
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<tr>
<td>Briarfield Sidewalk</td>
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<td>CMAQ - Marshall Ave to</td>
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<td>Chestnut Avenue</td>
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<td>Bright Lights, Safe Nights</td>
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<td>Project Description</td>
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<td>Independence Boulevard</td>
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<td>Jefferson Ave Sidewalk – Industrial Park Drive</td>
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<td>To Shields Road</td>
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<td>Jefferson Ave Wide</td>
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<td>One Accessible City – Pedestrian, Bicycle &amp; Road</td>
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<td>Safety Enhancement Prog.*</td>
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<td>Traffic Signal &amp; Pedestrian Improvements at Jefferson</td>
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<td>Avenue &amp; Pavilion Place</td>
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<td>Traffic Signal &amp; Pedestrian Improvements at Rock Landing</td>
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<tr>
<td>Road &amp; Mariner's Row</td>
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<td>Transportation Alternatives Grant Program</td>
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<td>Transportation Major Project Match*</td>
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<td>Warwick Boulevard Sidewalk Widening - Lucas Creek Road</td>
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<tr>
<td>To Atkinson Way</td>
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</table>
Streets & Bridges Total  $17,924,000  $17,676,000  $19,042,000  $54,642,000

*indicates GOB is included as source of funding

Mr. Cloud reported that Community Development had some GOB as a funding source. The funding in the category was included year over year throughout the plan (see the “City Manager’s Recommended FY 2020 – FY 2024 Capital Improvements Plan (CIP)”, (page 11 in the presentation attached to these minutes).

Mr. Cloud advised that Schools with the except of bus replacement which was funded from cash capital in the outer years and everything else, was included GOB funding. Some of the projects were funded in FY 2019 and those amounts were represented in FY 2020 of the adopted FY 2019 – 2023 CIP (see the “City Manager’s Recommended FY 2020 – FY 2024 Capital Improvements Plan (CIP)”, (page 12 in the presentation attached to these minutes).

Mr. Cloud noted the Equipment category was all cash capital funding. The voice over IP (Phone System Upgrade) was in the last year of funding; this project started and funded in FY 2017 (see the “City Manager’s Recommended FY 2020 – FY 2024 Capital Improvements Plan (CIP)”, (page 13 in the presentation attached to these minutes).

Mr. Cloud advised that the Environmental category was all cash capital, with the exception of the Solar Thermal System. Grant funds were being sought for that project in FY 2023 (see the “City Manager’s Recommended FY 2020 – FY 2024 Capital Improvements Plan (CIP)”, (page 14 in the presentation attached to these minutes).

Mr. Cloud shared that Bus Rapid Transit was 100% grant funded and the One Accessible City – HRT Bus Stop ADA Improvement Program was all cash capital (see the “City Manager’s Recommended FY 2020 – FY 2024 Capital Improvements Plan (CIP)”, (page 14 in the presentation attached to these minutes).

Self-Supporting Funds

Mr. Cloud stated the Sewer Rehabilitations included the GOB funding for the sewer program and changes. He indicated cash capital was also used a source of funding (see the “City Manager’s Recommended FY 2020 – FY 2024 Capital Improvements Plan (CIP)”, (page 17 in the presentation attached to these minutes).

Mr. Cloud shared, in Stormwater Drainage, funding was included for the Huxley Place Drainage Improvement, Croatan Drive to Lynne Drive in the FY 2020 for design (see the “City Manager’s Recommended FY 2020 – FY 2024 Capital Improvements Plan (CIP)”, (page 18 in the presentation attached to these minutes).
Mr. Cloud noted that Waterworks had the AMR/AMI – Automated Meter Reading, Advanced Metering Infrastructure funding included in FY 2020 for the first phase of implementation for $15 million. Other projects included maintain and upgrades to infrastructures with use of cash capital and revenue bonds (see the “City Manager’s Recommended FY 2020 – FY 2024 Capital Improvements Plan (CIP)”, (page 19 in the presentation attached to these minutes).

Mr. Cloud reported that the GOB was cost the City incur to do projects; it would have a direct impact on the operating budget in terms of annual debt service payments. He indicated the projects based on Approved FY 2019 and Recommended FY 2020 – FY 2024 CIP of $145 million. City Attorney Owens questioned whether this included debt for FY 2024. Mr. Cloud replied there was no debt for FY 2024 because no projects were listed. City Manager Rohlf advised the intent was to give City Council the flexibility to move projects around if necessary to balance the CIP.

Ms. Cipriano advised, to bring everything full circle with the debt picture, at the end of FY 2018, the City had total outstanding debt that the general fund was responsible for and included the GOB the City sale, pending agreements through the Economic Development Authority, Literary and School loan debt at $394 million. She stated that $394 million was outstanding for the life of the bond. Although that sounded like a lot, but the City had been as high as $523 million. The debt amount had decreased and the rating agency noted that as well. In the mid-2000s the City was warned by the rating agency that the City could face a downgrade unless the debt was managed better, which was the reason the financial policies were adopted in 2017. The fund balance policy that begin at 5% and modified at 7 ½%. At the end of 2018, the City was at 12.1%, which was very good. Ms. Cipriano noted 1% unrestricted growth in the City’s fund balance in one year. The debt burden needed to be below 3% and the City was at 2.7%. The CIP needed to be funded with 20% cash and the FY 2019 and FY 2020 were at exactly 20%. While funding the CIP with cash, while it came from the operating budget, the City was not adding debt while funding certain projects with cash, which allowed the City to borrow up to 10% of assessed value, the City had imposed a self-limit of 9 ½% of the schools and general fund revenue and were at 8.6%, well below that percentage. Ms. Cipriano noted what the rating agency liked best was how the City paid off debt, 30% within five-years and 70% within ten-years; the City was at 40% in seven-years. She indicated, while the City has what may be concerned a slightly involved average debt load, the rating agency liked the rapid payoff.

Vice Mayor Vick inquired about FY 2024, and whether with no projects submitted, whether it would help pay-off what was borrowed. City Manager Rohlf replied there might be some recommendation for other projects and rather than include new projects, could clean up some incomplete items.
Ms. Cipriano noted items that were not included in the FY 2020 CIP, which had come up over time since the last FY 2019 CIP, through the City Council Retreat, City Council Work Sessions, etc. These projects had been talked about, but not included in a CIP to date, but would need to be included in the future:

- Additional street lighting for public safety concerns
- City Farm Park
- Central and South Districts community centers
- Downtown Initiative
- Athletic lighting for athletic fields
- Neighborhood renewal
- Upper Warwick Boulevard Corridor Study results
- Police Computer Aided Dispatch and Records Management System
- SCOT furnishings and equipment
- School funding:
  - Huntington Middle School
  - Warwick High School
  - FY 2020 – FY 2024 School Board Proposed Projects
- Right sizing proposed projects costs (current construction costs experience):
  - Virgil I. Grissom Library
  - Denbigh Community Center – Phase II
  - Fire Station No. 11
  - Choice Neighborhood Initiative

Councilwoman Scott questioned whether the Denbigh Community Center – Phase II was not in the CIP? Ms. Cipriano replied the pool was in the CIP but it was not the right construction cost. City Manager Rohlf shared that there needed to be a better understanding of what type of pool would be constructed, but it would not be a Brittingham-Midtown Community Center type pool. Councilwoman Scott indicated the Denbigh Community Center needed a pool with swim lanes. Mr. Poplawski advised it would be a water playground, not a 50 meter lap pool, similar but larger than the Doris Miller Community Center. Councilwoman Scott advised that she had invited Mr. Poplawski to her North District Town Hall to have more dialogue about the pool and other topics of concern for the Northern end of the City.

Councilwoman Cherry noted there was a conceptual design for the Huntington Middle School for $2.8 million. She inquired whether it would be possible for the City to have the plan viewed from a community perspective? City Manager Rohlf replied it would be a joint board effort, to include the Department of Engineering and other City departments, while having the school as a large component of the plan. Vice Mayor Vick and Mayor Price agreed. Mayor
Price believed it was the spirit of City Council when the $2.8 million was discussed initially to look at the whole campus.

Councilwoman Cherry questioned whether the $2.8 million had been allocated to the Schools to date. City Manager Rohlf replied the funds were in FY 2019 and those funds had not been appropriated and was on hold pending additional conversations. Councilwoman Cherry said the Newport News Public Schools paid for the conceptual design out of their budget and questioned whether any of the $2.8 million be paid for what had been done. City Manager Rohlf replied the School could certainly make that request.

Councilwoman Cherry noted City Council had the conceptual design but was it possible to look at other community pieces and use the $2.8 million for a bigger conceptual piece. She asked whether City Council would be open to that idea and how the City would convey that to the school. City Manager Rohlf replied the $2.8 million would be used for the design or the Schools could reimburse their budget for what was used for the conceptual design. The $2.8 million was for the design of the actual faculty, engineering, etc. The Schools indicated a $60 million was need for a middle school. City Manager Rohlf shared there would be a joint meeting of the Newport News City Council and Newport News School Board on Tuesday, January 22, 2019 at 4:00 p.m., at the Downing-Gross Cultural Art Center, in the first floor Banquet Room.

Mayor Price advised that the $2.8 million was to design the entire campus. City Manager Rohlf replied she believed it would be beneficial to have a preliminary conversation with the School Superintendent and School Board Chairman to include Mayor Price prior to the joint meeting on January 22, 2019.

Councilman Harris shared that City Council looked at priorities throughout the City, and it was a priority to have middle school in the area. He indicated the City was working on the CNI grant, which would bring more families to the Southeast Community and busing students for a long time/distance, past Mercury Boulevard to a middle school because Booker T. Washington Middle School did not serve the community. City Manager Rohlf shared it would not be a neighborhood school, but a Magnet School.

Councilwoman Woodbury referenced an article indicating in the State of Virginia, the student population was declining. That situation needed to be reviewed. The Discovery STEM Academy was built a few years ago.

Councilman Harris reported it was 200 middle school students at Heritage High School in a different wing, which was not an appropriate environment for middle school students, and the student population increased at Crittenden Middle School. He hoped that the school board would provide a report on the HHS, school overcrowding and the population at Crittenden Middle School.
Mayor Price indicated he hoped to have some of these questions answered at the joint meeting. City Manager Rohlf stated she would share some of the questions during the preliminary meeting so the School Board could be prepared. Councilwoman Cherry replied that City Council wanted to work with the NNPS.

Councilman Harris shared that the NNPS Administration would have questions and we needed to build better communities. Councilwoman Cherry replied and indicated she understood there needed to be priorities, and maybe not a priority today, but Council wanted to work together and show unity. City Manager Rohlf replied there were other uses on that property that was impacted as well.

Councilwoman Woodbury inquired about funding for City Farm. City Manager Rohlf replied the City Farm was not in the plan; however, she had not given her recommended plan to date.

IV. Comments / Ideas / Suggestions

Ms. Mabel Washington Jenkins reminded City Council to review the calendar for upcoming events.

Councilwoman Cherry reported that trees had been cut down on 12th Street for approximately three weeks. She stated someone painted orange markings on the debris. She asked what that meant. She advised a contractor picked up the debris. Mayor Price informed if the tree limbs were longer than six-feet, the City would not pick-up.

Councilman Jenkins shared that he would like to have a Resolution in Memoriam for the Honorable J. Warren Stephens adopted at the January 22, 2019 City Council meeting honoring this distinguished Judge from Newport News. City Council agreed by consensus.

Councilwoman Scott inquired about the tree wire situation on the right-of-way. City Manager Rohlf replied this concern was sent to the Department of Engineering and Department of Parks, Recreation, and Tourism, and determined it was a Dominion Power issue and the City was giving them an opportunity to fix, otherwise the City would follow-up. Councilwoman Scott stated it needed to be repaired sooner than later, because the lights were flicking on and off in the citizen’s residences. Please do whatever need to be done and please speed up the process.

Councilwoman Scott shared that she had a meeting with a Youth Leadership Team on Fort Eustis who was engaged and they stated they would voice their concerns at a future City Council meeting. The team informed of a fatality on Jefferson Avenue in the Northern end of the
City where a person was hit by a car in an area with poor lighting. The team was on a bus and saw the body covered. She asked for an update on the lighting request.

Councilwoman Scott inquired about mold in residential dwellings and the City not being able to regulate the situation. She requested that this concern be added to the City’s Legislative Priorities. She stated people were living with mold and it was not healthy. City Manager Rohlf replied it would not cover under the codes. City Attorney Owens stated it was a civil issue between the tenant and proprietor. Councilwoman Scott advised that help was needed with remedies. City Manager Rohlf stated the Department of Codes Compliance would try to facilitate and mediate, but Codes had no legal standing. Councilwoman Scott questioned whether apartments were inspected like businesses. City Attorney Owens replied the fire and health inspections were performed on commercial properties. Councilwoman Scott questioned if inspection were done unit by unit. City Manager Rohlf replied it was a on a complaint basis because there were different types of mold, for the most part the State would tell you that the mold was ugly by not harmful. Vice Mayor Vick advised, through the Landlord/Tenant Act, if the tenant voiced a concern with the property owner and the property owner was not responding, the tenant could go to court and put the money in escrow. Councilwoman Scott shared she felt ill equipped to respond to citizens calls, she had been reaching out to the Department of Codes and the City Manager with no resolve. She indicated she had received pictures from tenants. City Manager Rohlf advised if there was a problem that was causing the mold (i.e. broken pipe, hole in the roof) those issues could be addressed through Codes, but many times Codes did not see the cause. City Manager Rohlf advised the tenants could use bleach which got rid of the mold, but that was not the answer for people. She stated the City did not have any legal recourse. Councilwoman Scott stated for the record that the City did not any legal recourse.

Councilwoman Woodbury noted that she had requested a report about the STEP Program and had not received it. City Manager Rohlf replied that report was being worked on and hoped within the next month or two the report would be available. Councilwoman Woodbury advised that Ms. Marhonda Echols had done a great job. City Manager Rohlf would present to City Council a strategic plan as the program entered its fifth year and hoped to elevate to the next level and build on some of the Police Department programs. Councilwoman Cherry inquired whether the report would be from the beginning of the program and include cost. City Manager Rohlf replied that with the Youth Gang and Violence Initiative it was $1.5 million. Assistant City Manager Archer shared it would show the strategic plan to reset the plan with the City’s entire involvement with Youth and Gang Violence, the report would provide a road map, recommendation, and suggestions on how the program could be do more affective and streamlined, along with a new organizational structure. Councilwoman Cherry questioned whether the number or participates over the five-year would be included in the report. Assistant City Manager Archer replied there would be a five-year matrix and that information would be provided. City
Manager Rohlf stated the report would include hard data and the impact on the dollars invested. The blueprint moving forward would be how the City captured the data and measure the impactfulness. Assistant City Manager Archer shared the report would include the STEP Program, Street Outreach, and Image.

Councilwoman Woodbury questioned how Ace Hardware at 12490 Warwick Boulevard blocked off the road. This was a private road, and safety issues could have an impact. City Manager Rohlf replied the Mr. Matthew Johnson, Department of Development had met with the property owners to facilitate from a safety standpoint. Councilwoman Woodbury stated the barrier had been removed; however, two pick-up trucks were blocking the road.

Councilman Harris questioned when the Day Services Center would open. City Manager Rohlf reported the Day Services Center was operational; however, the official opening would be held February 2019. There were people utilizing the facility.

Vice Mayor Vick extended thanks to Mr. Michael Poplawski, Director, Department of Parks, Recreation and Tourism, and staff, for on having the City beautified for the holiday season; as well as providing adults and young people the opportunity to enjoy the Celebration in Lights, Virginia’s first drive-through holiday light event, held November 22, 2018 – January 1, 2019, in Newport News Park, 5:30 p.m. – 10:00 p.m.

Vice Mayor Vick announced that the City had received notice that its proposed initiative entitled Navigating Wealth-Building for the Residents of the Marshall-Ridley Choice Neighborhood would receive state grant funding beginning January 15, 2019. The initiative received the largest funding commitment among 25 competing proposals considered for this grant round. It would be administered through the City’s Department of Development. The 18-month grant in the amount of $896,802.58 was awarded to the City to support this new initiative. The program would improve the lives of so many people, as the City worked to have employment opportunities and job training at Brooks Crossing.

Councilwoman Woodbury inquired about the CNI Grant. Mayor Price replied the government was closed. Ms. Kingston stated the community had been made aware.

Mayor Price stated that Dr. Martin Luther King believed that life’s most persistent and urgent question was, “What are you Doing for Others?” In answer to that question, Mayor Price announced that January 21, 2019 would be A Day of Service, and that he was pleased to partner with United States Congressman Robert C. “Bobby” Scott; Virginia Delegate, Marcia Price; and Newport News Sheriff, Gabriel “Gabe” Morgan, Riverside Health System, the Virginia United Project, and the Virginia Peninsula Foodbank to host the Dr. Martin Luther King, Jr. Food
Drive, on Monday, January 21, 2019, 9:00 a.m. – 1:00 p.m., at the Virginia Peninsula Foodbank (2401 Aluminum Avenue, Hampton). Mayor Price hoped that churches, businesses, and civic groups would spread the word and invite others to participate. For additional details, citizens interested in volunteering were asked to contact the Mayor’s Office at (757) 926-8403. By working together, the Foodbank’s supply of food could be replenished, as well as honor the legacy of great service Dr. King.

THERE BEING NO FURTHER BUSINESS
ON MOTION, COUNCIL ADJOURNED 5:54 P.M.

Zina E. Middleton, MMC
Chief Deputy City Clerk

McKinley L. Price
Mayor
Presiding Officer

A true copy, testa:

City Clerk
F. Consent Agenda

2. Minutes of the Regular Meeting of January 8, 2019

ACTION:   • N/A

BACKGROUND:   • N/A

FISCAL IMPACT:   • N/A

ATTACHMENTS:
Description
Minutes of the Regular Meeting of January 8, 2019
MINUTES OF REGULAR MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE CITY COUNCIL CHAMBERS
2400 WASHINGTON AVENUE
JANUARY 8, 2019
7:00 P.M.

PRESENT: David H. Jenkins; McKinley L. Price, DDS; Sharon P. Scott, MPA; Tina L. Vick; Dr. Patricia P. Woodbury; Saundra N. Cherry, D. Min.; and Marcellus L. Harris III

ABSENT: None

A. Call to Order

Mayor Price called the meeting to order, welcomed all, and extended greeting for a Happy New Year. He 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 Reverend Peggy Langille, Warwick Memorial United Methodist 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 Councilman Harris.

D. Presentations

None

E. Public Hearings

None

Suspension of Rules

Vice Mayor Vick advised that Section 2-36 of the City Code established the order of business at meetings of the City Council and placed Old Business near the end of the agenda. Pursuant to Section 2-61, of the City Code, Suspension of Rules, Vice Mayor Vick moved to suspend the rules establishing the normal order of the agenda and move Old Business
Suspension of Rules Continued

forward to be considered prior to the Consent Agenda for the meeting of January 8, 2019; seconded by Councilwoman Scott.

(No registered speakers)

Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
Nays: None

Motion for Reconsideration

Vice Mayor Vick moved that the City Council reconsider the resolution in support of ratification of the Equal Rights Amendment (ERA) that was defeated on December 11, 2019, at the Regular Meeting of City Council. As required by Section 2-56 of the City Code, written notice of her intent to make this motion was provided to members of City Council by letter dated December 17, 2018; seconded by Councilwoman Scott.

Vice Mayor Vick shared that she chose to reconsider the resolution because January 8, 2019 was the date that City Council decided, as a body, to further discussion and vote on the matter.

Councilwoman Scott advised that she was prepared to support the resolution because the point of contention at the December 11, 2018 Regular Meeting of City Council, was more discussion about what the resolution meant, the implications to the City, and what impact would be made. Councilwoman Scott advised that she was prepared to support the resolution after additional research, and conversation with her colleagues on the federal level about the matter.

Vice Mayor Vick added, as a member of City Council, she had a duty to research all matters brought to her attention in order to make the best decision.

(No registered speakers)

Councilwoman Cherry shared her reason for opposing the resolution. She stated, historically, the formerly proposed equal rights amendment to the United States Constitution was passed by both the House and the Senate in 1972. The resolution required that the amendment would take effect two years after the date of ratification, which would have been in 1974. That did not occur. On October 4, 1982, per curium decision, the Supreme Court ruled that the issue was moot because the ERA had failed to be ratified within the time deadline imposed in its Congressional enactment. If the time deadline had no effect, and the ERA could still be ratified, the case would not have been moot. With that said, she could not support the ERA amendment.
Motion for Reconsideration Continued

Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Harris
Nays: Woodbury, Cherry

A RESOLUTION IN SUPPORT OF RATIFICATION BY VIRGINIA OF THE EQUAL RIGHTS AMENDMENT TO THE UNITED STATES CONSTITUTION. This resolution expressed support of ratification by Virginia of the Equal Rights Amendment to the United Stated Constitution.

(No registered speakers)

Councilwoman Woodbury shared her reasons for opposing the resolution. She stated that City Council members were elected by their constituents to do research on various matters, which was the reason the resolution had been postponed. Councilwoman Woodbury advised that she had researched the 14th Amendment. One portion stated, “equal rights under the law shall not be denied or abridged by the United States or any state on account of sex.” She added that the 14th Amendment was in the Constitution and guaranteed equal rights. Her grandson, Michael, read her the 14th Amendment. She stated there was an equal protection clause in the 14th Amendment. Councilwoman Woodbury advised that she had spoken with members of other governing bodies in the Hampton Roads area, who did not plan to support the ratification of the ERA because the time limit had expired for ratification. There were five states that did vote for ratification, but were attempting to rescind that ratification. Councilwoman Woodbury shared some of the unintended consequences of the ERA (attached and made a part of these minutes): (1) Elimination of Sex-segregated Sports Programs; (2) Lower Physical Standards for Military Personnel; (3) Loss of Battered Women’s Shelters; (4) Elimination of Separate Bathrooms, Locker Rooms and Dressing Rooms; (5) Increase in Women’s Insurance Premiums; (6) Loss of tax exemptions for churches; and (7) ERA’s language broad and inflexible. Councilwoman Woodbury felt that women were already covered under the law and that the amendment was poorly worded; and would restrict all laws and practices that made distinctions based on gender. She stated that such an extreme restriction would wipe out beneficial programs for women and prohibit necessary distinctions even when they logically made sense.

Vice Mayor Vick moved adoption of the resolution as shown above; seconded by Councilwoman Scott.

Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Harris
Nays: Woodbury, Cherry

F. Consent Agenda

Councilwoman Woodbury moved adoption of the Consent Agenda, Items 1 through 5, all inclusive, as shown below; seconded by Vice Mayor Vick.
F. Consent Agenda Continued

1. Minutes of the Special Meeting of December 11, 2018

   (No registered speakers)

   Vote on Roll Call:
   Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
   Nays: None

2. Minutes of the Work Session of December 11, 2018

   (No registered speakers)

   Vote on Roll Call:
   Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
   Nays: None

3. Minutes of the Regular Meeting of December 11, 2018

   (No registered speakers)

   Vote on Roll Call:
   Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
   Nays: None

4. Resolution of Recognition: The Apprentice School of Newport News Shipbuilding (A Division of Huntington Ingalls Industries) – 100th Anniversary

   A RESOLUTION OF RECOGNITION FOR THE APPRENTICE SCHOOL OF NEWPORT NEWS SHIPBUILDING (A DIVISION OF HUNTINGTON INGALLS INDUSTRIES) ON ITS 100TH ANNIVERSARY. This resolution recognized the Apprentice School at Newport News Shipbuilding on the celebration of its 100th anniversary, on July 1, 2019. The Apprentice School graduated its first apprentice on April 4, 1894, and was formalized in 1919. The apprenticeship developed from an informal method of learning to a highly effective, structured, instructional system for apprentices, combining essential academic education and skills training, while earning compensation for on-the-job training experience. Approximately 800 young men and women were enrolled in 28 different, four-, five-, and eight-year apprenticeships, provided by the Apprentice School. The Apprentice School contributed significantly to Newport News Shipbuilding’s reputation, tradition, and success, graduating more than 10,800 apprentice in its history. In 2013, a new facility for The Apprentice School was opened, with a mission focused on craftsmanship, scholarship, and leadership. The Apprentice School would celebrate throughout 2019 with various announcements, events, and activities. This Resolution of Recognition recognized and celebrated the Apprentice School at Newport News.
F. Consent Agenda Continued

4. Resolution of Recognition: The Apprentice School of Newport News Shipbuilding (A Division of Huntington Ingalls Industries) – 100th Anniversary Continued

Shipbuilding on its 100th Anniversary in the City of Newport News. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
Nays: None

5. Ordinance Amending and Reordinating City Code, Chapter 26, Motor Vehicles and Traffic, by Repealing Article II, Transportation Safety Commission

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 26, MOTOR VEHICLES AND TRAFFIC, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, BY REPEALING ARTICLE II, TRANSPORTATION SAFETY COMMISSION. This ordinance amended and reordained the City Code, Chapter 26., Motor Vehicles and Traffic; by repealing Article II., Transportation Safety Commission. The State Code that required a local Transportation Safety Commission was rescinded approximately 10 years ago. Its funding and safety responsibilities were reassigned to the Departments of Planning Engineering, and Public Works. Newport News was the only Hampton Roads City still maintaining such a Commission. City management, along with the Engineering Department, planned to consider an advisory group on transportation issues that would be a part of the Engineering Department. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
Nays: None
G. Other City Council Actions

1. Resolution Authorizing Jurisdictional Approval for the Newport News Redevelopment and Housing Authority (NNRHA) Issuance of Multi-Family Housing Revenue Bonds, in an Amount Not to Exceed $18 Million, for the Benefit of Harbour-Newport News Limited Partnership and the Newport Harbour Apartments

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, APPROVING THE ISSUANCE BY THE NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY OF ITS MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING OF THE NEWPORT HARBOUR APARTMENTS MULTIFAMILY HOUSING FACILITY LOCATED IN THE CITY OF NEWPORT NEWS, VIRGINIA. This resolution authorized jurisdictional approval for the issuance of multi-family housing revenue bonds by the Newport News Redevelopment and Housing Authority (NNRHA), in an amount not to exceed $18 million, for the benefit of Harbour-Newport News Limited Partnership and the Newport Harbour Apartments Project. The Harbour-Newport News Limited Partnership desired to finance or refinance the acquisition, renovation and equipping of an existing apartment complex consisting of 200 units known as Newport Harbour Apartments, located at 2301 Madison Avenue. In order to assist with the financing of the project, Harbour-Newport News, Limited Partnership sought NNRHA’s issuance of Multi-Family Housing Revenue Bonds in an amount not to exceed $18 million. NNRHA approved a Resolution at its December 18, 2018 Board meeting for issuance of the bonds, and held the required public hearing. NNRHA recommended that City County approve the issuance of the bonds as required by the statute and the Internal Revenue Code. The City Manager recommended approval.

(No registered speakers)

Ms. Karen Wilds, Executive Director, Newport News Redevelopment and Housing Authority, 227-27th Street, Newport News, was available answer questions.

Mr. Scott Coggins, Silver Street Development Corporation, was available answer questions.

Ms. Anne Curtis Saunders, bond counsel with McGuire Woods, LLP, was available answer questions.

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

Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
Nays: None
G. Other City Council Actions Continued

2. Resolution Authorizing the Formation of the Choice Neighborhood I LLC and Choice Neighborhood I Development Corporation by the Newport News Redevelopment and Housing Authority (NNRHA)

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, AUTHORIZING THE FORMATION OF THE CHOICE NEIGHBORHOOD I LLC AND THE CHOICE NEIGHBORHOOD I DEVELOPMENT CORPORATION BY THE NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY. This resolution authorized the formation of the Choice Neighborhood I LLC and the Choice Neighborhood I Development Corporation by the Newport News Redevelopment and Housing Authority (NNRHA). The City and NNRHA submitted, and had accepted by HUD, a Choice Neighborhood Initiative (CNI) Transformation Plan, which outlined steps for the redevelopment of the Ridley Circle public housing complex. In order to initiate the first phase of residential development for CNI, which would be in the 2800 block of Jefferson Avenue, NNRHA partnered with Pennrose LLC, a private developer. In order to help finance the first phase of residential development of the CNI Transformation Plan, NNRHA planned to utilize federal low income housing tax credits (LIHTC). To take advantage of, and accept the LIHTCs, a separate development corporation and a limited liability company must be established, which served to limit any liability specific to the project, and to protect other NNRHA assets, as well as for tax purposes. To comply with Title 36 of the Code of Virginia, which enumerated the activities of redevelopment and housing authorities, it was necessary that City Council approve the formation of the proposed development entities. The City Manager recommended approval.

(No registered speakers)

Ms. Karen Wilds, Executive Director, Newport News Redevelopment and Housing Authority, 227-27th Street, Newport News, was available answer questions.

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

Regarding the development project at 2800 Jefferson Avenue, Councilwoman Cherry inquired about the type of housing, and whether it would be mixed-use. She expressed concern that it would become problematic if the City continued to build housing without amenities. She stated that although the City was in the CNI process, the Southeast Community lacked amenities. If houses continued to be built, other amenities are not considered for the residents in the community, there would be a problem and the City would build to the point where housing was revitalized, but there would be no basic amenities wanted, other than fast food restaurants. The terminology, “if you build it, they will come” may work for some communities, but the Southeast Community would not become sustainable for tax revenue other than housing. People would still need to leave the community to get what they need for quality living, which was not the vision she would like to see. Councilwoman Cherry suggested, when planning housing, look at what would be done as far as development for amenities in the Southeast Community.
G. Other City Council Actions Continued

2. Resolution Authorizing the Formation of the Choice Neighborhood I LLC and Choice Neighborhood I Development Corporation by the Newport News Redevelopment and Housing Authority (NNRHA) Continued

Ms. Wilds indicated this was the first phase of the Choice Neighborhood Plan, which was a very comprehensive development plan, which included future plans for development. She reminded, directly across the street was a grocery store, daycare center, employment with the new Shipyard building being constructed. Ms. Wilds responded that the building itself would be mixed use, with the first floor containing commercial space. Tenants were being sought, i.e. a restaurant, or a medical center. The building would provide for replacement housing for the units to be lost at the Ridley site. It would also include mixed income. There would be a tax credit developed so that some of the units would be assisted. There would be a workforce housing opportunity.

Councilwoman Cherry advised that NNRHA had done an excellent job on building, but expressed concern because people were beginning to “hang out” in front of those housing units. The City could not govern where an individual stood on a public street, but if it were public housing and a mixed-use, people would not want to live where individuals were “hanging out.”

Ms. Wilds advised that NNRHA had a great partnership with the Newport News Police Department to handle any illegal types of activities, but individuals standing around could not be governed.

Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
Nays: None

3. Ordinance to Allow a Fence Encroachment into the Public Right-of-Way at 5905 Madison Avenue

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, AN ENCROACHMENT AGREEMENT BETWEEN THE CITY OF NEWPORT NEWS AND QUINTON C. BRANCH AND DAFFIE E. BRANCH FOR AN ENCROACHMENT UPON THE MADISON AVENUE RIGHT-OF-WAY IN THE CITY OF NEWPORT NEWS, AS MORE PARTICULARLY SET FORTH HEREIN. This ordinance allowed a fence encroachment into the Seventy-Six foot right-of-way at 5905 Madison Avenue. An existing wooden fence encroached into the seventy-six foot right-of-way. The fence was in disrepair, and the owner wanted it repaired or replaced. The City Manager recommended approval.

(No registered speakers)
G. Other City Council Actions Continued

3. Ordinance to Allow a Fence Encroachment into the Public Right-of-Way at 5905 Madison Avenue Continued

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

Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
Nays: None

4. Resolution Authorizing and Directing the City Manager to Execute an Agreement for Cost Sharing of the Hampton Roads Sanitation District (HRSD) Payment Agreement

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 AGREEMENT FOR COST SHARING OF THE HAMPTON ROADS SANITATION DISTRICT HUXLEY PLACE TO MIDDLE GROUND BOULEVARD INTERCEPTOR FORCE MAIN EXTENSION (JR012100) AND CITY OF NEWPORT NEWS HUXLEY PLACE SANITARY SEWER REHABILITATION AND REPLACEMENT (“AGREEMENT”). This resolution authorized and directed the City Manager to execute an agreement for cost sharing of the Hampton Roads Sanitation District (HRSD) Huxley Place to Middle Ground Boulevard Interceptor Force Main Extension (JR012100) and City of Newport News Huxley Place Sanitary Sewer Rehabilitation and Replacement (“Agreement”). The HRSD Huxley to Middle Ground Boulevard Interceptor Force Main Extension project included the installation of 2,250 linear feet of 36-inch force main from the intersection of Maxwell Lane and Warwick Boulevard, to the intersection of Huxley Place and Carnegie Drive. The existing City-owned 8-inch sanitary sewer mains within HRSD’s projects limits had reached the end of their service life and would be replaced as part of the HRSD project. The total project cost was $3,286,000, of which the City’s portion was $605,000. Funding was available from the FY 2018 Bond Authorization, Sanitary Sewer Rehabilitation Category. The City Manager recommended approval.

(No registered speakers)

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

Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
Nays: None
H. Appropriations

None

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

Mr. Cleon Long, 62 Settlers Road, Newport News, Drive, Newport News, thanked members of City Council for passing the resolution for ratification of the Equal Rights Amendment (ERA). He advised that equal rights afforded to women in America were not guaranteed and were not considered important enough to include in the United States Constitution. When proposed in the 1920’s the Equal Rights Amendment was meant to be a complement to the 19th Amendment – Women’s right to vote. He commented on the importance of having the Equal Rights Amendment. In the absence of the ratification, women had to fight for equal rights through the Equal Pay Act, Lilly Ledbetter Fair Pay Act, and Title VII of the Civil Rights Act of 1964. Mr. Long advised that although wage discrimination, sexual assault, and judicial indifference were not separate issues, they were all a part of one great injustice in society that was vast enough that it deserved to be rejected. Laws could be weakened or appealed, and new laws enacted to discriminate against women if the fundamental principle was not included in the Constitution. Mr. Long quoted a Supreme Court Cases where violence against women were deemed unconstitutional, and no longer had a recourse in federal court. He indicated that now was the time for ratification, and the country should move forward as some attempted to regress to days of past (a copy or Mr. Long’s remarks are attached and made a part of these minutes).

Councilwoman Woodbury shared that she ran a program at Fort Eustis in the late 1970’s, when female soldiers had to score eight to ten points higher than men to attend Officers’ Training School or to receive a promotion. When discovered, she went to the JAG Joint Advocate) Office and the Commander’s Office. Because of the 14th Amendment, those requirements were corrected. She shared to say there were some protections for equal rights.

Ms. Lucy Van Tine, 105 Cannon Drive, Newport News, advised that Newport News citizens were excited about the prospect of the former City Farm Park property becoming a part of the existing Riverview Farm Park. The former City Farm property was one of the most beautiful pieces of park land in the City because it afforded the citizens a gorgeous and generous view of the water surrounding the Peninsula. The James River, running the entire length of the City, but closed off to the citizens, is something the citizens all wanted access to. Citizens eagerly anticipate City Council establishing a line item in the CIP. The monies allocated did not have to be large. Citizens would be happy to have a simple trail to walk, jog, bike, or picnic along the Warwick River, James River, and the Deep Creek. Ms. Van Tine indicated that citizens also desired a single fence around the raised building sites.

Dr. Robin Van Tine, 105 Cannon Drive, Newport News, Past Chair of the Newport News Environmental Commission, Professor Emeritus of Human Ecology and Environmental Studies, advised that 2019 was a great opportunity for City Council to work toward using the beautiful Riverview Farm Park that City Council voted to retain designated as
I. Citizen Comments on Matters Germaine to the Business of City Council
Continued

park land and making it available to the citizens of Newport News. He suggested that 2019 presented an opportunity to add a line item in the CIP to begin getting citizens into the park and enjoying “their land.” Dr. Van Tine indicated that citizens needed to see their new land. He reiterated remarks made by Ms. Van Tine, that it would not take much to add a walking/jogging trail. He suggested opening the land to the citizens one weekend each month.

Dr. Van Tine also requested the continuation of a Citizen’s Advisory Board Force to develop a plan for the land that was promised to the citizens since 1968.

Dr. Van Tine thanked members of City Council for their hard work. He indicated that he looked forward to working with City Council to help the dreams of Newport News citizens, with their beautiful land, come to reality.

Councilwoman Cherry thanked Dr. and Mrs. Van Tine for their attendance and participation. She indicated that she had issued a challenge to the Central District Councilmembers to begin a Focus Group because it did not have to be initiated by City Council as a Group. They could meet with the focus groups and begin conversations with citizens of the Central District.

Mr. Hassan E. Ali, 4214 Jefferson Avenue, Newport News, a member of the Taxi Advisory Board (a City Council appointed board), reminded that approximately 10 years prior, Chapter 41, Vehicles For Hire, Article III., Taxicabs, of the City Code, was updated. The cabs should be no more than 10 years old, and kept in good condition, with an updated State and City inspection. Mr. Ali advised there were more than 400 drivers, full and part-time, who would lose their jobs due to the City’s interpretation of the law. Mr. Ali urged City Council to get involved. Mr. Ali further urged that City Manager Rolihl halt the decision being enforced by the Newport News Police Department. An amendment was approved by the Taxi Advisory Board to change the City Code. He advised that the drivers were afraid, and were not sure whether they would be stopped, and prohibited from continuing to operate their taxicabs, because it was over 10 years old. He asked that City Council consider the recommendation that would come before them at the January 22, 2019 Regular Meeting of City Council from the Taxi Advisory Board.

City Manager Rolihl advised that Assistant City Manager, Alan Archer, had a scheduled meeting with the representative of the Taxi Advisory Board. That report, with recommendations from the Board and the NNPD, would be put before City Council at its January 22, 2019 Regular Meeting.

Vice Mayor Vick recalled that City Council agreed that taxi cabs could be older than 10 years.

City Attorney Owens advised that the ordinance was amended to prohibit taxicabs, older than 10 years, from operating, at the request of the Hospitality Industry, who received complaints about the conditions of some of the taxicabs.
I. Citizen Comments on Matters Germaine to the Business of City Council
   Continued

Vice Mayor Vick recalled the discussion, and mentioned that all taxicabs were not for the tourism industry. The residents in the South District used taxicabs as a means of transportation. She recalled Mr. Ali mentioning that a car’s life could be longer than 10 years, as long as it was properly maintained. Vice Mayor Vick also recalled then Vice Mayor Madeline McMillan indicating that affordability was not the same for every cab company as the larger taxi companies.

City Manager Rohlf indicated that more information would be forthcoming about the issue.

Reverend James W. Brown, 46 Whetstone Drive, Hampton, commented on the rebuilding of Huntington Middle School. He indicated that cost of materials for construction was increasing, and would continue to increase, particularly with the trade agreement with China. He stated the $2.8 million for the design work should be allocated as well as the $50 million requested to rebuild Huntington Middle School. Our children are our future and should be viewed as such. Reverend Brown urged members of City Council to put the children first. Huntington Middle School was needed in the Southeast Community, between An Achievable Dream and Heritage High School. He prayed the funds would be put in the budget in 2019 to begin the design and construction of Huntington Middle School.

Mr. Adrian Whitcomb, 316-54th Street, Newport News, reminded citizens about the Denbigh-Warwick Area Plan Meetings was scheduled for Wednesday, January 9, 2019, 6:00 p.m. – 7:30 p.m., and Thursday, January 10, 2019, 8:30 a.m. 10:00 a.m., at the Denbigh Community Center (15198 Warwick Boulevard). For additional details, citizens were encouraged to visit www.saverriverviewfarmpark.com. Mr. Whitcomb advised, even though Riverview Farm Park was not included in the study area, it was on its border.

Mr. Whitcomb shared that the Capital Improvement Plan (CIP) had been discussed at City Council Work Sessions over the past few months. There was always a temptation to look for quick money when considering all of the City’s needs. He stated that a park would actually increase the value of surrounding neighborhoods. Citizens would want to live in a neighborhood with close access to the water, with a natural park.

Mr. Antonio Thompson, P. O. Box 413, Newport News, quoted bible scriptures from I Thessalonians 4:16, alluding to United States President, Donald Trump, being the trump of God.

Mr. Thompson commended Congresswoman Elaine Luria, who during the government furlough, waived receiving a pay check.

Mr. Thompson urged citizens to support Newport News Police Chief, Steve Drew, as well as the Newport News Police Foundation.
I. Citizen Comments on Matters germane to the Business of City Council Continued

Mr. Thompson suggested the need for a "stand-your-ground" law in the City of Newport News (the stand-your-ground law established a right by which a person could defend one's self or others against threats or perceived threats, even to the point of applying lethal force). He further indicated that all citizens should be armed with guns, particularly 13 years and above.

Ms. Rena Crabill, 422 Eastwood Drive, Newport News, reiterated remarks made by Dr. and Mrs. Van Tine. She also looked forward to having access to the City Farm property, all of the way to the river, for all Newport News citizens in an orderly process, as soon as possible.

Ms. Crabill advised that the Foodbank of the Virginia Peninsula was in dire need of food, volunteers, and donations. The Greater Peninsula had a very high percentage of food-insecure families. The possibility of that growing, due to the government shutdown was anticipated. The Foodbank had less than one-third of the amount of food from 2018. Donations were down. She urged citizens to give what they could to the less fortunate citizens – whether in time, in food, or in donations. The website could be found at hrfoodbank.org. Ms. Crabill also shared the phone number for the Foodbank, (757) 596-7188, to receive additional details.

Ms. Kathryn Nowinski, 109 Haviland Drive, Newport News, was sorry that City Council had adopted the resolution for ratification of the Equal Rights Amendment (ERA), as she expressed opposition. She felt the ERA was old-fashioned, was dead, and was not needed. She reiterated Councilwoman Woodbury's comments that women already had protection under the 14th Amendment. She expressed concern that the ERA would dilute or negate the powers between the States and the federal government by giving Congress more power over the State to enact laws that the State should be covering, such as legislation for family law, public schools, private schools, healthcare, etc. Of particular interest was the endeavor by the pro-abortion groups where the ERA language had been adopted into state constitutions as a tool to invalidate any laws that treated abortion differently than any other medical procedure, which meant that Virginia laws would requiring parental consent, or a 24-hour waiting period, would be in jeopardy. Ms. Nowinski advised that passage of the ERA would enshrine non-federal tax payer funded elective abortions into the United States Constitution despite the fact that after 46-years of legalized abortion by the Supreme Court, the injustice of denying God-given life to a living human being in the womb of his or her mother was still an unsettled issue that weighed heavily on the hearts of and minds of millions of Americans.

Mr. Robert Williams, Jr., 331 Judy Drive, Newport News, Chairman of the Taxi Advisory Board, commented on issues and concerns of the board members. He referenced the ordinance in the City Code, Chapter 41, Vehicles For Hire, Article III., Taxicabs. The ordinance proved to be confusing to the operators of the taxicabs regarding the age of the vehicles (cabs) – no older than 10 years of age. The taxicab operators thought their cabs were good as long as it passed the State inspection and the City inspection. As of November 2018, the NNPD issued a report advising that taxicabs would no longer be inspected if the cab was over 10 years of age.
I. Citizen Comments on Matters Germaine to the Business of City Council

Continued

Mr. Williams indicated that some taxicabs were already 10 years old, and when up for inspection, were denied inspection. He advised that the Taxi Advisory Board would submit recommendations to address the problems and to make City Council aware of the issues. Mr. Williams advised there were a few burdensome regulations which hurt the "little guy." He shared that Delegate David Yancey had address the Taxi Advisory Board about issues. He was appreciative of those showing concern for "little person," and not only the major businesses. Mr. Williams advised there were approximately 240 certificates in the City of Newport News. A cap was put on the number of certificates. Mr. Williams advised there were approximately 180 certificates or less. The City was losing revenue because the smaller owners could not spend $10,000 for a taxicab that was 10 years or younger. He reminded that taxicabs were in the same business as Hampton Roads Transit, which had buses over 10 years old. The Taxi Advisory Board urged City Council members to review the ordinance and the regulation about not allowing taxicabs to operate if older than 10 years. The taxicab industry employed many drivers, who would be out of business.

Ms. Mary Vause, 350 Williamsburg Court, Newport News, thanked members of City Council for passing the resolution for ratification of the Equal Rights Amendment (ERA). She stated that the ERA was necessary as it would provide American women more legal recourse in court cases dealing with issues such as unequal pay, gender discrimination, domestic violence and sexual assault. Newport News would join the 25 other Virginia localities that took a stand in support of equal legal rights for their female constituents, making State legislators think twice before killing the ERA in committee as was done in the past. This action helped Virginia become the 38th and final State needed to enshrine equal legal rights for women into the United States Constitution. Ms. Vause indicated that "far right conservatives" had come up with bogus claims about how ERA would cause unisex bathrooms, the end of marriage, etc. She indicated these false excuses worked to derail the ERA in the past, but would not today. Attorney General Mark Herring advised that the ERA could be ratified because time limits on amendments were not written into the United States Constitution. Ms. Vause predicted that the ERA would pass the State Legislature as 26 Cities and Counties had taken stands in support of women's legal rights. A CNU poll showed that 86% of voters in Democratic House Districts and 77% of voters in Republican House Districts in Virginia, supported ratifying the ERA. A common sentiment heard at the December 11, 2018 Council Meeting was that City Council should not be about taking a stand on issues, and she felt it was an odd stance for community leaders to take. Ms. Vause hoped that when progressive resolutions were brought forward in the future, that there would not be efforts behind the scenes to prevent a vote. She asked that resolutions with broad community support not be prevented from receiving a fair vote.

Ms. Jannie Bazemore, 1004 Hampton Avenue, Newport News, advised that she was angry because for several years the Huntington Alumni Association had fought for the rebuilding or renovation of Huntington Middle School; and yet approximately $30 million had been appropriated for a parking garage in City Center, which meant parking garages were put before education. She indicated that all of City Council were aware of the plight of Huntington Middle School as the Alumni Association had come before City Council for over one year asking for funding to replace the "blighted" Huntington Middle School. Ms. Bazemore reiterated a
I. Citizen Comments on Matters Germaine to the Business of City Council

Continued

comment by a Councilmember at the November 2018 Joint Meeting between City Council and the School Board, that it seemed as though Huntington was purposefully neglected. She questioned how the point was reached to close Huntington Middle School when it was such an integral part of the school system. She urged the City Council to take the necessary steps not to repeat the history of Huntington Middle School. She indicated that best way to do that was to put funding for the School into the CIP. She expressed the importance of City Council making Huntington Middle School a priority. Huntington would be non-existent when seventh graders became eighth graders in 2020. She ended with her slogan, “Huntington shall rise again.”

Mr. Ernest Thompson, 645-19th Street, Newport News, advised that 2019 would be a year of unlimited possibilities. He reminded that the Southeast end of Newport News, had historically been under-resourced, non-resourced, historically neglected. Somehow, parents always found a way. Teachers and instructors shared history provided a great education. He stated that an education was required to be something or to be about something. Somehow, City Council had to find a way to build Huntington Middle School so that the children today would have the unlimited possibilities of being whatever they chose to be, whether Mayor or President. Mr. Thompson indicated, to leave Huntington Middle School in the dark would be heartbreaking. He hoped, in 2019, that Huntington Middle School be reopened. He advised that the children were our future.

Ms. Pam Hall, Newport News, indicated, as leaders of the City, that City Council was setting a poor example for the children, on how to work together for a common goal. Huntington Middle School and the education of the children must be a priority. She urged members of City Council to sit down with members of the Newport News School Board to come up with a solution. When $31 million could be allocated for another parking garage in City Center, it did not appear that money was the issue. Ms. Hall stated, the education of the children, who were the future of the City, was more important than a parking garage. City leaders must be better examples for the children and show them how mature individuals resolved problems. The partnerships of community businesses, such as Jefferson Laboratories, Huntington Ingalls, and Piggly Wiggly would return as soon as the doors to Huntington Middle School were reopened.

J. Old Business, New Business and Councilmember Comments

Councilman Jenkins apologized to his fellow Council members for the way things occurred at the December 11, 2018 Regular Meeting of City Council with regard to the resolution for ratification of the Equal Rights Amendment (ERA). It was not his intent to embarrass anyone or to embarrass the City of Newport News. He did not want his colleagues to believe that he was difficult to work with. He explained that some of his constituents had approached him in November 2018 about the matter. He had a resolution compiled, and distributed it to City Council on November 27, 2018, and had requested that the matter be added to the agenda for the December 11, 2018 Regular Meeting of City Council. There were no comments in opposition. A subtlety of the Council Work Sessions was that the City Manager based her decisions on what to add/not to add to an agenda, based on the consent of City Council.
J. Old Business, New Business and Councilmember Comments Continued

He contacted people that had requested that this issue be voted on, who had made time in their schedule to address Council on the matter. He was not notified ahead of time that that matter was not on the agenda. He believed that his fellow Councilmembers had had two weeks to thoroughly research the issue, and come up with their own conclusions and be prepared to vote. He did not believe in surprising his colleagues, nor did he intend to do so or to create controversy. Councilman Jenkins advised that he spoke with the City Attorney, City Manager, and the City Clerk once he realized the matter was not on the agenda, and advised that he intended to introduce the resolution under New Business, as was the right of every Councilmember. During the Council Work Session of December 11, 2018, he informed his colleagues of his intent to introduce the ERA resolution under New Business, and a couple of his colleagues advised that they were not prepared to vote for the resolution. Nevertheless, it was his belief that a majority of City Council would vote for the ERA resolution if presented. Someone suggested deferring the matter until the January 8, 2019 Regular Meeting, and judging by consensus, it appeared to be the consensus that the resolution be added. He informed his wife, and others, that the vote would not occur. Some left and did not speak. He came to the conclusion that the Newport News City Council would vote and carry the ERA resolution if introduced, and believed that it was the right thing to do. Several of his colleagues spoke with him about angry e-mail messages they received criticizing them for supposedly not supporting the ERA resolution. Councilman Jenkins felt, by calling a vote on the resolution, would allow those Councilmembers to clarify their stand with the public and top some of the angry e-mail messages. He expressed regret that the resolution did not pass at the December 11, 2018 Regular Meeting of City Council, and thanked his fellow Councilmembers who did vote in favor of the resolution at the top of the January 8, 2019 Regular Meeting of City Council. He did not want any ill feelings, he hoped to move forward and that the body could come together as a Council due to his actions, and he expressed his sincere apologies.

Mayor Price stated that Dr. Martin Luther King believed that life’s most persistent and urgent question was, “What are you Doing for Others?” In answer to that question, Mayor Price announced that January 21, 2019 would be A Day of Service, and that he was pleased to partner with United States Congressman Robert C. “Bobby” Scott; Virginia Delegate, Marcia Price; and Newport News Sheriff, Gabriel “Gabe” Morgan, Riverside Health System, the Virginia United Project, and the Virginia Peninsula Foodbank to host the Dr. Martin Luther King, Jr. Food Drive, on Monday, January 21, 2019, 9:00 a.m. – 1:00 p.m., at the Virginia Peninsula Foodbank (2401 Aluminum Avenue, Hampton). Mayor Price hoped that churches, businesses, and civic groups would spread the word and invite others to participate. For additional details, citizens interested in volunteering were asked to contact the Mayor’s Office at (757) 926-8403. By working together, the Foodbank’s supply of food could be replenished, as well as honor the legacy of great service Dr. King.

Councilwoman Scott wished all in attendance a Happy New Year. She thanked everyone for their attendance and participation. City Council appreciated hearing from the citizens.
J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Scott reminded that she was big on hunger abatement, and encouraged everyone to support the Mayor’s Day of Service on January 21, 2019. The One City Celebrations Holiday Food Drive Committee hosted one of the most awesome events ever held in the history of the City of Newport News - the One City Celebrations Holiday Food Drive event December 12 - 17, 2018, at the Denbigh Community Center (15198 Warwick Boulevard). For the past 17 years, they had consistently collected non-perishable food items from the community, raised money to purchase turkeys, solicit donations of bicycles, books, and toys in an effort to improve the quality of life to the disadvantaged.

Councilwoman Scott advised that over 650 families were served, supported two food pantries, and touted over 200 volunteers, to include over 75 soldiers from Fort Eustis, and Langley. The Job Fair included 84 employers, with over 600 registering. She thanked PETA who had a Spay and Neuter Clinic, free to the public, collecting several hundred vegan items. She was pleased to host this community event, empowering citizens by allowing them to have a moment to breathe, to think, and to feed their children. A Youth Advisory Group from Fort Eustis also participated. She was led to share bicycles with them as well.

Councilwoman Scott encouraged citizens to get involved and to continue supporting everything that helped the community.

Councilwoman Scott extended condolences to the family of former Newport News Councilman, the Honorable Joseph C. Whitaker, on his passing on January 8, 2019 (Joseph Whitaker served the South District with distinction since his election to City Council in 2004. He also served as Vice Mayor for two years, as well as on the Newport News Planning Commission. He worked on behalf of the Southeast Community in many capacities, to include a long association with the Boys and Girls Club, established scholarships with the Newport News Redevelopment and Housing Authority for students residing in public housing, and fundraising for diabetes research with his annual 20-mile runs).

Councilwoman Scott extended thanked the Fort Eustis Youth Advisory Council from the Boys and Girls Club for allowing her the opportunity to speak to them on Monday, January 7, 2019, about what happens on City Council. They were interested in knowing what they could do to get involved in the City. She was overwhelmed with the questions asked.

Councilwoman Scott looked forward to a great year, working with her colleagues on City Council. She advised the citizens that they were heard and City Council was working with City Manager Rohlf toward reaching some of the goals that would best address all in the City of Newport News.

Councilwoman Scott extended thanks to the City Manager and staff, City Clerk and staff, and the City Attorney and staff, who had provided services to the City Council.
J. Old Business, New Business and Councilmember Comments Continued

Vice Mayor Vick wished all in attendance a Happy New Year.

Vice Mayor Vick extended thanks to Mr. Michael Poplawski, Director, Department of Parks, Recreation and Tourism, and staff, for on having the City beautified for the holiday season; as well as providing adults and young people the opportunity to enjoy the Celebration in Lights, Virginia’s first drive-through holiday light event, held November 22, 2018 – January 1, 2019, in Newport News Park, 5:30 p.m. – 10:00 p.m. In its 26th season, the event added special effect snow that fell on the cars as they drove into the Winter Wonderland area, as well as a new Gingerbread House display and new scenes on its two giant screens of color-changing LED lights.

Vice Mayor Vick announced that the City had received notice that its proposed initiative entitled Navigating Wealth-Building for the Residents of the Marshall-Ridley Choice Neighborhood would receive state grant funding beginning January 15, 2019. The initiative received the largest funding commitment among 25 competing proposals considered for this grant round. It would be administered through the City’s Department of Development. The 18-month grant in the amount of $896,802.58 was awarded to the City to support this new initiative (see description and guidelines attached and made a part of these minutes).

Councilwoman Woodbury spoke with City Manager, and inquired of her colleagues on City Council whether they would support a contribution of $15,000 to the Peninsula Agency on Aging, Meals on Wheels, from the City Council Contingency Fund. There were approximately 12 citizens on a list that had not been served and were in immediate need of food. She apologized for not discussing the matter at the City Council Work Session. City Manager Rohlf advised in order to serve the 12 individuals on the waiting list through the end of the years would cost approximately $15,000. City Attorney Owens advised that this would be a donation to Meals on Wheels as the City could not donate to private individuals. The money was available in City Council Contingency. Mayor Price inquired of City Council. There was consensus among City Council to make a $15,000 donation to Meals on Wheels from City Council Contingency. Mayor Price asked for a formal motion.

Councilwoman Woodbury moved to donate $15,000.00 from City Council Contingency, to Peninsula Agency on Aging, Meals on Wheels; seconded by Vice Mayor Vick.

Councilwoman Scott advised that she had reached out to the Peninsula Agency on Aging (PAA) to discuss the matter. She also had a meeting scheduled to discuss helping PAA to raise funds. Councilwoman Scott recalled that the City provided funds to them through Community Support.

Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
Nays: None
J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Woodbury also extended condolences to the family of former Newport News Councilman, the Honorable Joseph C. Whitaker, on his passing on January 8, 2019. She advised that she had the privilege of serving with Mr. Whitaker on City Council for several years.

Councilwoman Woodbury extended congratulations to the Newport News Public School system (NNPS). Her grandson, Michael, read and had a discussion with her about the 14th amendment of the United States Constitution, as well as the Preamble to the Constitution, and the Gettysburg Address. She was pleased that the NNPS taught civics, and making sure the students were prepared to participate in government.

Councilwoman Woodbury also wished all in attendance a Happy New Year.

Councilwoman Cherry wished all in attendance a Happy New Year.

Councilwoman Cherry also extended condolences to the family of former Newport News Councilman, the Honorable Joseph C. Whitaker, on his passing on January 8, 2019.

Councilwoman Cherry extended thanks to Mr. Michael Poplawski, Director, Department of Parks, Recreation and Tourism, and all of the staff who helped to bring to light Bayport Credit Union’s 25 Nights of Northern Lights. She advised this was an exciting new holiday event, which began on Saturday, December 1, 2018, at City Center (700 Town Center Drive), with a state-of-the-art synchronized music and light show.

Councilwoman Cherry also extended thanks to Mr. Michael Poplawski, Director, Department of Parks, Recreation and Tourism, and all of the staff for the Celebration in Lights, Virginia’s first drive-through holiday light event, held November 22, 2018 – January 1, 2019, in Newport News Park. She stated, along with the Story and tree show, the snow machines were the most exciting part of the season. The children loved it.

Councilwoman Cherry also extended thanks to everyone who supported the Christmas for the Children Celebration on Saturday, December 22, 2018, 1:00 – 3:00 p.m., at 617-27th Street. Donations of toys and winter clothes were received from various individuals, organizations, schools, and faith communities. She advised that contributions were distributed to more than 500 children in the community, and more than 60 bicycles were given away. Councilwoman Cherry thanked Vice Mayor Vick for her attendance and livening up the celebration. She also thanked Councilwoman Scott for the donation of the bicycles. It was a great event.

Councilwoman Cherry acknowledged Mr. Cortez Higgs and his work with youth development, and engagement in the community through The Catalyst Effect organization. She had the pleasure of meeting him on Sunday and looked forward to working with him and the youth in the organization.
J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Cherry announced extended thanks to Chief Steve Drew, NNPD, and the Boys and Girls Club for their collaborative partnership for the 3-on-3 Basketball League games. She advised that the final basketball game was scheduled for Saturday, January 1, 2019, at the Boys and Girls Club, 629 Hampton Avenue, 10:00 a.m. – 12 noon. She encouraged citizens to attend and show their support. It had been a great partnership and a great opportunity for relationship building between the children, the community, and the Newport News Police Department. The tournament would be on Saturday, January 19, 2019, at the Boys and Girls Club, 629 Hampton Avenue, 10:00 a.m. – 12 noon.

Councilwoman Cherry announced extended thanks to all of the clergy and their representatives for attending the Faith, Justice & Community Meeting, held on Tuesday, January 8, 2019, hosted by the NNPD, at the Newport News Police Headquarters (9710 Jefferson Avenue). She indicated it would be important for all organizations, citizens, and faith communities to come together to help bring about transformation in the City. She thanked Chief Steve Drew, NNPD, and staff for hosting the meeting and providing statistics to advise where the City stood. Councilwoman Cherry encouraged Pastors to attend or to send a representative.

Councilwoman Cherry announced the T.A.S.T.E. (Take a Student To Eat) program on the Day or Service, Monday, January 21, 2019, 12:00 noon – 3:00 p.m., at Pearlie’s Restaurant (2108 Jefferson Avenue), for the Martin Luther King (MLK) Celebration. Lunch would be free for all children in the community. Volunteers were welcome to celebrate with them.

Councilwoman Cherry announced that the first South District “Your Voice Matters” Town Hall Meeting, was scheduled for Thursday, January 10, 2019, 6:00 p.m. – 7:30 p.m., at the Brittingham-Midtown Community Center (570 McLawhorne Drive); and on Thursday, January 17, 2019, 6:00 p.m. – 7:30 p.m., at the Downing-Gross Cultural Arts Center (2410 Wickham Avenue). An exciting speaker was scheduled – Ms. Sonia Alcantara Antoine, Director, Newport News Department of Libraries and Information Services. All citizens were welcome to attend.

Councilman Harris wished all in attendance a Happy New Year.

Councilman Harris acknowledged the presence of several School Board Members. He introduced Ms. Shelly Simonds and Mr. John Eley. He also acknowledged the presence of the Commissioner of the Revenue, Ms. Tiffany Boyle.

Councilman Harris announced that he and School Board Member John Eley collaborated together to do a School Supply Drive. They sought donations of school supplies for the Re-up School Supply Drive, in an effort to help students in need of additional supplies to begin the second semester of school. The event was scheduled for Saturday, January 26, 2019, 2:00 p.m. – 5:00 p.m., at Boathouse Live in City Center at Oyster Point (11800 Merchants Walk
J. Old Business, New Business and Councilmember Comments Continued

#100). Following the Re-up event, at 7:00 p.m., all NNPS employees would be energized and entertained by the Unitec Souls Band. The concert would be free of charge for all NNPS employees, by displaying their NNPS badge. They were excited to bring all NNPS employees together to kick-off the second semester.

Councilman Harris announced, on Sunday, January 20, 2019, 1:30 p.m. the Annual Dr. Martin Luther King, Jr., Parade, Banquet and Andrew Shannon Gospel Music Celebration Concert would be held to honor the slain civil rights icon, Dr. Martin Luther, King, Jr. The Parade would begin with Opening Ceremonies at 1:30 p.m., at New Beech Grove Baptist Church, 361 Beechmont Drive, and kick-off at 1:45 p.m. The parade would proceed to Manna Church, 326 Tabbs Lane where the Parade and March would end. The Parade Grand Marshall would be Dr. Willard Maxwell, Pastor of New Beech Grove Baptist Church. Newport News Police Chief Steve Drew, and local SCLC Vice-President Ms. Edna Davis would serve as Co-Grand Marshals.

Councilman Harris encouraged everyone to support Mayor Price and the Day or Service Food Drive, as well as the T.A.S.T.E. celebration at Pearlie’s Restaurant, all taking place on Monday, January 21, 2019.

The young person that Councilman Harris wanted to recognize could not be in attendance – Ms. Amiaya Robinson – a senior at Denbigh High School. Amiaya had attended three different high schools, and managed to maintain a 4.32 GPA. She had been accepted into numerous colleges and received several scholarships. Amiaya continued to volunteer at elementary schools in Hampton and Newport News, and aspired to be a Chemist. He encouraged everyone to continue to celebrate our young people.

Councilman Harris reiterated that our children should be a priority, and we must continue to promote the good things they were doing. He shared an encounter that Chief Drew had with a young individual and played a vital role in rectifying the situation. He was encouraged to hear of the outcome and the Chief’s positive encounter with the family to ensure that the young man was safe.

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 8:33 P.M.
Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, testc:

City Clerk
F. Consent Agenda


**ACTION:**

A REQUEST TO APPROVE A RESOLUTION IN MEMORIAM FOR THE HONORABLE J. WARREN STEPHENS, JR.

**BACKGROUND:**

- The Honorable J. Warren Stephens, Jr. was born on February 14, 1924, in Newport News, Virginia and was educated in Newport News' public schools.

- Judge Stephens served in the U.S. Army field artillery during World War II, before attending Virginia Military Institute in Lexington, Virginia. He went on to receive his undergraduate and law degrees from the University of Virginia in Charlottesville, Virginia.

- Judge Stephens began his legal career practicing with the local firm of Montague, Ferguson and Holt. He practiced at the law firm of Stephens and Wendward prior to going on the bench.

- Judge Stephens was appointed to the Newport News Circuit Court, serving as a Judge until his retirement in 1994.

- Following his retirement, Judge Stephens continued to serve as a substitute judge and also as a mediator and arbitrator for the McCammon Group.

- Judge Stephens participated in numerous professional and community organizations, including membership in the American Bar Association and the Virginia Bar Association.

- Judge Stephens was a member of St. Andrew's Episcopal Church where he served as a lay reader, on the vestry, and as a senior warden in addition to serving as a former chancellor of the Episcopal Diocese of Southern Virginia.

- This Resolution in Memoriam recognizes all that the Honorable J. Warren Stephens, Jr. has done to serve the City of Newport News and for his many contributions to the quality of life of this community.
The City Manager recommends approval.

FISCAL IMPACT: N/A

ATTACHMENTS:
Description
sdm16712 Memoriam re The Honorable J. Warren Stephens, Jr. (Judge)
RESOLUTION NO. ______________

RESOLUTION IN MEMORIAM

THE HONORABLE J. WARREN STEPHENS, JR.

WHEREAS, the Council of the City of Newport News, Virginia, records with deep and profound sadness the death of the Honorable J. Warren Stephens, Jr.; and

WHEREAS, J. Warren Stephens, Jr. was born on February 14, 1924, in Newport News, Virginia and was educated in the public school system, graduating from Newport News High School. He attended Virginia Military Institute and served in the U.S. Army field artillery during World War II. He went on to receive his undergraduate and law degrees from the University of Virginia; and

WHEREAS, following his graduation from law school, J. Warren Stephens, Jr. began his legal career practicing with the local firm of Montague, Ferguson and Holt. He practiced at the law firm of Stephens and Wendward prior to going on the bench; and

WHEREAS, in 1977, J. Warren Stephens was appointed to the Newport News Circuit Court, serving as a Judge until his retirement in 1994. Following his retirement, J. Warren Stephens, Jr. continued to serve as a substitute judge and also as a mediator and arbitrator for the McCammon Group; and

WHEREAS, J. Warren Stephens, Jr. has participated in numerous professional and community organizations including membership in the American Bar Association and the Virginia Bar Association. He served as president of the Newport News Bar Association, Chairman of the Board of the Peninsula Symphony Orchestra, Chairman of the American Red Cross Home Service Committee, Chairman of the Whitaker Hospital Study Commission, President of the Volunteer Service Bureau, President of the Lower Peninsula Mental Health Clinic, Chairman of the Virginia Bar Association’s First District Committee, President of the I’Anson-Hoffman American Inns of Court chapter, member of the Board of Visitors at St. Paul’s College in Lawrenceville, Virginia, and Campaign Chairman of the United Way of the Virginia Peninsula; and

WHEREAS, J. Warren Stephens, Jr. was a member of St. Andrew’s Episcopal Church where he served as a lay reader, on the vestry, and as a senior warden. J. Warren Stephens, Jr., was a former chancellor of the Episcopal Diocese of Southern Virginia; and

WHEREAS, J. Warren Stephens, Jr. is survived by his loving wife, Mary Montague; son Peter Warren Stephens (and his wife Victoria); daughter Mary Graham (Molly) Anderson (and her husband Arthur); son Edwin Ford Stephens (and his wife Beth); and grandchildren Mary Montague Anderson (Montie), Eric Conrad Anderson, Lucy Catlett Anderson, Bethany Jean Stephens, James Warren Stephens II, Charles Warren Stephens, David Graham Stephens, and Ann Bedford Stephens (Annie); and
WHEREAS, the product of his professional and community activities touched the lives of many, and the death of the Honorable J. Warren Stephens, Jr. creates a void in this community which this Council wishes to recognize.

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

1. That it hereby recognizes all that the Honorable J. Warren Stephens, Jr. has done to serve the City of Newport News and for his many contributions to the quality of life of this community.

2. That it is ordered that the City Clerk shall record this resolution in the minutes of this body and that a copy be presented to the family of the late Honorable J. Warren Stephens, Jr.

3. That this resolution shall be in effect on and after the date of its adoption, January 22, 2019.
F. Consent Agenda

4. Resolution Granting Conditional Approval for ISC Medical Transport, LLC, a Private Emergency Medical Services Agency, to Provide Certain Transport Services Within the City of Newport News, Virginia

**ACTION:** A REQUEST TO APPROVE A RESOLUTION GRANTING CONDITIONAL APPROVAL FOR ISC MEDICAL TRANSPORT, LLC, A PRIVATE EMERGENCY MEDICAL SERVICES AGENCY, TO PROVIDE CERTAIN TRANSPORT SERVICES WITHIN THE CITY OF NEWPORT NEWS, VIRGINIA.

**BACKGROUND:**
- The City has received a request from ISC Medical Transport, LLC to allow it to provide non-emergency medical transport services in the City of Newport News.
- Pursuant to the *Code of Virginia*, Section 15.2-955, and 12VAC 5-31-420, the Virginia Department of Health requires applicants for Emergency Medical Services (EMS) licensure to obtain a resolution from the governing body of each locality where the services will be provided.
- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
- ISC Medical Transport Agreement Memo
- ISC Medical Transport Agreement
- sdm16679 Granting Approval for ISC Medical Transport LLC to Provide Transport Services in City
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

January 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: ISC Medical Transport Request to Operate in the City

The City has received a request from ISC Medical Transport to allow it to provide non-emergency medical transportation services to the citizens of Newport News and to stage Basic and Advanced Life Support Ambulances at a prospective location on Industrial Park Drive, to provide contracted services.

Pursuant to the Code of Virginia, Section 151-2-955, and 12 VAC 5-31-420, the Virginia Department of Health (VDH) requires applicants for Emergency Medical Services (EMS) licensure to obtain a Resolution from the governing body of each locality where the agency will provide services. The Resolution is a required portion of the application for EMS Agency licensure. After receipt of a completed application, the State Office of EMS determines whether the applicant qualifies for licensure.

The principals for ISC Medical Transport have agreed to the following conditions:

1. ISC Medical Transport will obtain agency license approval from the Virginia Office of Emergency Medical Services prior to, and remain in compliance with all applicable operational and inspection requirements while, providing any services within the jurisdictional boundaries of the City of Newport News.

2. ISC Medical Transport will limit its transport services to non-emergency and inter-facility transports.

3. ISC Medical Transport will not attempt to provide service to, nor shall it respond to, emergency situations (commonly referred to as 911 calls) unless requested by an authorized official of the Newport News Fire Department (NNFD) or through written agreement with the City.
4. ISC Medical Transport shall timely pay all federal, state and local taxes, shall obey all applicable federal, state and local laws, and shall keep its transport vehicles and medical equipment in a safe, neat, well-maintained and sanitary condition.

I recommend approval.

[Signature]

Cynthia D. Rohlf

CDR/sjk

cc: Scott Liebold, Interim Chief, Newport News Fire Department (NNFD)
To: Ms. Deann Holloway  
ISC Medical Transport  
610 Thimble Shoals Blvd.; Suite 540  
Newport News, VA 23606

From: Scott W. Liebold, Interim Fire Chief

Reference: Request for Operational Authorization

Ms. Holloway:

You contacted me requesting authorization from the City of Newport News to operate a non-emergency and inter-facility medical transport service within the jurisdictional boundaries of the City with a prospective office to be located on Industrial Park Drive, Newport News, VA.

In accordance with §12 VAC5-31-420 of the Virginia Administrative Code (enclosed), I am prepared to support your request under the following conditional provisions:

1. ISC Medical Transport will obtain agency license approval from the Virginia Office of Emergency Medical Services prior to, and remain in compliance with all applicable operational and inspection requirements while, providing any services within the jurisdictional boundaries of the City of Newport News.

2. ISC Medical Transport will limit its transport services to non-emergency and inter-facility transports.

3. ISC Medical Transport will not attempt to provide service to, nor shall it respond to, emergency situations (commonly referred to as 911 calls) unless requested by an authorized official of the Newport News Fire Department or through written agreement with the City.

4. ISC Medical Transport shall timely pay all federal, state and local taxes, shall obey all applicable federal, state and local laws, and shall keep its transport vehicles and medical equipment in a safe, neat, well-maintained and sanitary condition.

Upon receiving your agreement to the above conditional provisions, I will request that the City Attorney prepare a resolution granting the authorization requested for City Council consideration at their regular meeting scheduled for January 22, 2019.

Agreed to this date: 11/30/2018

Ms. Deann Holloway  
Director of Operations  
ISC Medical Transport  
Name  
Title
RESOLUTION NO. ________________

A RESOLUTION GRANTING CONDITIONAL APPROVAL FOR ISC MEDICAL TRANSPORT, LLC, A PRIVATE EMERGENCY MEDICAL SERVICES AGENCY, TO PROVIDE CERTAIN TRANSPORT SERVICES WITHIN THE CITY OF NEWPORT NEWS.

WHEREAS, ISC Medical Transport, LLC (hereinafter “ISC”), a Virginia limited liability company, desires a state license to provide certain medical transport services in the City of Newport News, Virginia; and

WHEREAS, Virginia Administrative Code regulation 12 VAC 5-31-420 requires that any applicant for licensure by the Virginia Office of Emergency Medical Services submit with its application an ordinance or resolution confirming the approval of the governing body of each locality where the agency maintains an office or stations an EMS vehicle for response; and

WHEREAS, ISC has requested, and the City desires to provide said local approval.

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

1. That ISC is hereby granted approval to provide certain medical transport services within the City of Newport News, Virginia and to obtain agency license approval from the Virginia Office of Emergency Medical Services. The following requirements shall apply when ISC is providing services within the City of Newport News:

   a. ISC will obtain agency license approval from the Virginia Office of Emergency Medical Services prior to providing any medical transport services within the jurisdictional boundaries of the City of Newport News, and will remain in compliance with all applicable operational and inspection requirements while providing such services.

   b. ISC is not an agent or representative of the City of Newport News, Virginia, and shall limit its transport services to non-emergency and inter-facility transports.

   c. ISC may not attempt to provide service to, nor shall it respond to, emergency situations (commonly known as “911 Calls”) unless requested by an authorized official of the Newport News Fire Department, or through a written agreement with the City.

   d. ISC shall timely pay all federal, state and local taxes, shall obey all applicable federal, state and local laws and regulations, and shall keep its transport vehicles and medical equipment in a safe, neat, well-maintained and sanitary condition.
2. That this resolution shall be in effect on and after the date of its adoption, January 22, 2019.
F. Consent Agenda

5. Resolution Authorizing and Directing the City Manager to Execute a Lease By and Between the City of Newport News, Virginia and Blue Crab Boulevard Investors, LLC for General Office/Warehouse Space Located at 802 Blue Crab Road

**ACTIONS:**

A REQUEST TO APPROVE A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND BLUE CRAB BOULEVARD INVESTORS, LLC FOR THE GENERAL OFFICE/WAREHOUSE SPACE LOCATED AT 802 BLUE CRAB ROAD.

**BACKGROUND:**

- Parks, Recreation and Tourism requires climate controlled storage space for a variety of equipment and supplies associated with annual events, festivals and related activities.

- Additional storage space is currently needed to accommodate new holiday equipment, as well as other supplies previously stored in contracted storage spaces at other locations.

- The lease, located at City Center, is for approximately 2,000 square feet of storage space.

- The centralized location of the storage space will be convenient not only for access to holiday events at City Center, but throughout other areas of the City.

**FISCAL IMPACT:**

- The Lease Term will be a five year period from February 1, 2019 through January 31, 2024.

- Funding for this storage space will come from the Special Events annual operating budget.

- The City Manager recommends approval.

**ATTACHMENTS:**

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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Blue Crab Investors, LLC Lease Agreement Memo</td>
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<tr>
<td>Reso Auth Lease btwn Blue Crab &amp; City - PRT Tree</td>
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CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

January 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Blue Crab Boulevard Investors, LLC Lease

The Department of Parks, Recreation and Tourism is in need of additional climate controlled storage in the vicinity of City Center for the storage of supplies and equipment associated with special events. The attached lease for the facility located at 802 Blue Crab Boulevard meets the needs of the Department. Please note the following with regard to this agreement:

- The Lease would be between Blue Crab Boulevard Investors, LLC and the City of Newport News;
- The location, on Blue Crab Road in City Center, is conveniently situated near our major holiday venue and centrally located for access to other event sites;
- The space includes approximately 2,000 square feet and will be climate controlled to help protect and extend the useful life of Special Event supplies, equipment and other assets;
- The lease term will be a five year period, from February 1, 2019 through January 31, 2024;
- The Base Rent of the lease starts out at $1,400 per month in year one and allows for a five percent (5%) annual rent escalation.
- Funding for this storage space will come from the Special Events annual operating budget.

I recommend approval.

[Signature]

Cynthia D. Rohlf

cc: Michael D. Poplawski, Director, Department of Parks & Recreation
RESOLUTION NO. _________

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 LEASE BY AND BETWEEN BLUE CRAB BOULEVARD INVESTORS, LLC AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED JANUARY 22, 2019, FOR GENERAL OFFICE/WAREHOUSE SPACE AT 802 BLUE CRAB ROAD IN THE CITY OF NEWPORT NEWS, VIRGINIA.

NOW, THEREFORE, BE IT RESOLVED 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 Lease by and between Blue Crab Boulevard Investors, LLC and the City of Newport News, Virginia, dated January 22, 2019 general office/warehouse space at 802 Blue Crab Road in the City of Newport News, Virginia.

2. That a copy of the aforesaid Lease is attached hereto and made a part hereof.

3. This resolution shall be in effect on and after the date of its adoption, January 22, 2019.
Industrial Lease

THIS LEASE submitted for Tenant signature this the 22nd day of January, 2019, by and between Blue Crab Boulevard Investors, LLC herein referred to as “Landlord”; and City of Newport News, Virginia, herein referred to as “Tenant”.

-WITNESSETH:

PREMISES: Landlord does hereby lease to Tenant and Tenant does hereby rent from Landlord, the following described real property: Suite 400 (herein referred to as “Leased Premises” or “Demised Premises”) with a street address of 802 Blue Crab Road, being part of the building or complex of buildings and appurtenances (“Building”) and its Common Areas which is located in the City of Newport News; said Premises containing approximately 2,000 square feet of gross floor area as shown on Exhibit A.

USE CLAUSE: The Leased Premises shall be used only for general office/warehouse space and no other use without the prior consent of the Landlord.

TERM: The term of this lease shall be for 5 years and shall commence on February 1, 2019 (“Commencement Date”) and end on January 31, 2024 (“Termination Date”). Unless Landlord gives Tenant, or Tenant gives Landlord, written notice of an intention to terminate this Lease at least ninety (90) days before the end of the original or any renewal term of this lease, then until terminated by such notice, this Lease shall renew itself year to year, subject to all covenants, provisions and conditions herein contained. Except where the context clearly requires otherwise, the word “term”, whenever used in the Lease with reference to the duration hereof, shall be construed to include any renewal term as well as the original term.

1. BASE RENT AND COMMON AREA CHARGES: Tenant agrees to pay Landlord as rent for the Premises a monthly Base Rent and Common Area Charges as follows:

2/1/19 - 1/31/20: One Thousand Four Hundred and 00/100 Dollars ($1,400.00) per month.

2/1/20 - 1/31/21: One Thousand Four Hundred Thirty Six and 00/100 Dollars ($1,436.00) per month.

2/1/21 - 1/31/22: One Thousand Four Hundred Seventy Five and 00/100 Dollars ($1,475.00) per month.

2/1/22 - 1/31/23: One Thousand Three Hundred Fifteen and 00/100 Dollars ($1,315.00) per month.

2/1/23 - 1/31/24: One Thousand Three Hundred Fifty and 00/100 Dollars ($1,350.00) per month.

Each monthly installment together with such amounts due for Additional Rent, as hereinafter defined, shall be due and payable without demand therefor being made and without offset of any kind in advance upon the first day of each calendar month of the term at the office of and made payable to Blue Canon, LLC Attn: Michael Shapiro at 21 Terrell Road, Newport News, VA 23606, or at such other place as Landlord may, from time to time, designate in writing.

For each Lease Year after the initial Lease term, the Base Rent will be increased to an amount determined by adding five percent (5%) to prior Lease Year’s Base Rent. Lease year means each 12 month period elapsing after (i) the Commencement Date if the Commencement Date is the first day of the month, or (ii) the first day of the calendar month next succeeding the Commencement Date if the Commencement Date is not the first day of a month.

2. PAST DUE RENT AND LATE CHARGES: Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges that may be imposed upon by Landlord by terms of any mortgage or deed of trust covering the Building, the Development, Park, or Office/Warehouse. In such event that Tenant shall fail to pay, when the same is due and payable, any Base Rent, Additional Rent charges or adjustments, and if said sums have not been received in Landlord’s Agent’s office within ten (10) days of their due date, then Tenant shall pay to Landlord’s Agent a “Late Charge” of One Hundred Dollars ($100.00) or five percent (5%) of the amount due on all rents, whichever is greater. Tenant further covenants and agrees to pay Landlord as a “bad check” or “returned check” charge the amount of Twenty-five Dollars ($25.00) per bad check.

Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account and may be applied to any amounts which are due as the Landlord may see fit. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

3. SECURITY DEPOSIT: Intentionally Deleted

4. COMMON AREA CHARGES, UTILITIES:

Tenant shall promptly pay as Common Area Charges all charges when due for electricity, water and sewerage, trash, and other utility charges and utility taxes in connection with the use of the Demised Premises. Tenant is part of a common water system. Tenant agrees to reimburse Landlord, for water and sewer charges, based upon Landlord estimates for Tenant. Further, Landlord reserves the right to install and read sub meters for individual Tenant Premises, when on a
common water system and to invoice Tenant for its water consumption. Landlord shall, in no event, be liable for any interruption or failure in supply of any such utilities to the Premises. Property is on common trash service, and tenant agrees to pay its pro-rata share of the dumpster service provided to the building. Tenant’s electrical system is a subpanel from the adjacent Tenant in Suite 500. Tenant shall pay as part of their Common Area Charges an estimated electric charge for the use of Suite 500 electricity, and Landlord shall reimburse the tenant in Suite 500. These Common Area Charges shall collectively be estimated at $1.00 per square foot in the first lease year, and shall increase by 3% annually. The parties acknowledge that the gas line running into the Tenant’s space is on a meter not belonging to the Tenant, and Tenant shall not connect to or use this line.

5. REAL ESTATE TAXES: Landlord covenants that it will pay, when due, all real estate taxes and assessments imposed against the Demised Premises.

6. INSURANCE BY LANDLORD: Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the premises, providing protection against all perils included within the classification of fire and extended coverage.

7. NO ASSIGNMENT OR SUBLEASE: Tenant covenants not to assign, mortgage or encumber this Lease nor sublet or suffer or permit the Premises or any portion thereof to be used by others without the prior written consent of the Landlord in each instance. The transfer of fifty percent (50%) or more of Tenant’s stock, if Tenant is a corporation, or the transfer of any general partnership interest or the transfer of fifty percent (50%) or more of a limited partnership interest in Tenant, if Tenant is a partnership, or the dissolution of Tenant as a corporation or partnership, is regarded as an assignment of the Lease, and the same is not permitted without the prior written consent of the Landlord. Tenant and any guarantors shall remain liable for the Lease, its terms and covenants in such event that the Landlord does grant consent to an assignment or sublease, and shall guarantee the performance of the assignee or subtenant without the need for guarantor’s signature or consent therefor.

In the event of any sublease or assignment of all or any portion of the Premises where the rent in the sublease or assignment exceeds the Base Rent or pro rata portion of the Base Rent, as the case may be, for such space in the Lease, Tenant shall pay the Landlord monthly, as Additional Rent, at the same time as the monthly installments of rent hereunder, all of the excess rent paid for the sublease or assignment over the Base Rent reserved in this Lease.

Landlord’s approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than the Tenant, without the prior written consent of the Landlord, the Landlord is permitted to collect Rent directly from the assignee, subtenant or occupant and otherwise enforce this Lease against such entity, and to apply the net amount collected to all Rent herein due and reserved, but the application of same Rent shall not be regarded as implied or written consent to any assignment or sublease. Collection of Rent shall not be deemed a waiver of the covenants contained in this Article 7. The acceptance of the assignee, subtenant or occupant as Tenant does not constitute a release of the performance of the covenants required to be performed by Tenant. Tenant further agrees to pay the sum of Two Hundred Fifty Dollars ($250.00) to Landlord’s Agent to cover the Agent’s processing and administrative costs in the event of any assignment. Tenant shall also reimburse Landlord or its Agent for any attorney or other professional fees that might be incurred or connected with such transfer or assignment.

8. CONTINUOUS OPERATION: Intentionally omitted.

9. INSURANCE BY TENANT: Tenant shall, during the Lease Term, procure at its expense and keep in force the following insurance.

(a) Commercial general liability insurance naming the Landlord and Agent as additional insured against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Tenant’s use and occupancy of the Premises. Such insurance shall have a combined single limit of not less than Five Hundred Thousand Dollars ($500,000) per occurrence with One Million Dollars ($1,000,000) aggregate limit. If the Tenant has other locations that it owns or leases the policy shall include an aggregate limit per location endorsement. Such liability insurance shall be primary and not contributing to any insurance available to Landlord and Landlord’s insurance shall be in excess thereof. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this Lease. Such coverage will provide that if the exterior and/or the interior of the building in which the Demised Premises are located are damaged by persons breaking, or attempting to break, into the Demised Premises, or by vandals, the cost of repairing any and all damage to the Demised Premises and said building caused thereby and above any insurance proceeds received by Landlord in respect thereto will be borne by Tenant and promptly paid by Tenant to Landlord.

(b) Personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils covered by the causes of loss-special form (all risk).

(c) Workers’ compensation insurance in accordance with statutory law and employers’ liability insurance.

Insurers shall be licensed to do business in the state of Virginia and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder will not exceed $1,000. Certificates of Insurance (certified copies of the policies may be required) shall be delivered to Landlord prior to the Commencement Date and annually thereafter at least thirty (30) days prior to the expiration date of the old policy. Tenant shall have the right to provide insurance coverage
which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Lease. Each policy of insurance shall provide notification to Landlord at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

Tenant shall have the right to self-insure for any insurance coverage which it is obligated to carry pursuant to the terms hereof.

10. ACCEPTANCE OF PREMISES: After Tenant opens for business in the Premises, it shall have no legal or equitable remedy based upon a claim that Landlord failed to deliver possession in accordance with the Lease or based on a claim that the size, location, layout, dimensions or construction of the building, in which the Premises area located, or that the parking lots or other Common Areas, were not completed and/or furnished in accordance with the terms of this Lease. Tenant shall have such rights at law or equity to which it may be entitled in the event that the Landlord defaults hereunder on any of its obligations. **See Section 40**

11. ESTOPPEL CERTIFICATE: Tenant shall, from time to time and within ten (10) days after request therefor by or on behalf of the Landlord, execute, acknowledge and deliver to the Landlord or its Agent a written Estoppel Certificate in recordable form. The Estoppel Certificate shall certify to the Landlord, its Mortgagee or other party designated by the Landlord, as of the date of such Estoppel Certificate that (a) the Tenant is in possession of Leased Premises and is currently paying the Base Rent and Additional Rent reserved hereunder; (b) the following Lease dates are and have been established: the Commencement Date and Termination Date of the Lease and the date upon which the Tenant started to pay rent; (c) that this Lease is unmodified and in full force and effect, or if there have been modifications, that the same are in full force and effect as modified and setting forth such modifications; (d) that there are no existing set-offs or defenses against the enforcement of any rights or remedies of the Landlord, or any duty or obligation of the Tenant, hereunder, and if so, specify the same in detail; and (e) that the Tenant has no knowledge of any event having occurred that will authorize the termination of this Lease by the Tenant, or that the Tenant has no knowledge of any uncured defaults on the part of the Landlord under this Lease, or if the Tenant has such knowledge, specifying the same in detail. In the event that the Tenant does not execute and deliver such Estoppel Certificate as required herein, then this Article 11, for purposes of this Lease, shall be and shall constitute an Irrevocable Power of Attorney, appointing and designating the Landlord, its successors and assigns, as the Tenant’s attorney-in-fact to execute and deliver such Estoppel Certificates as herein provided.

12. SUBORDINATION AND ATTORNMENT: Tenant agrees that this lease is subordinate to any mortgage or lien resulting from financing or refinancing, now or hereafter placed upon the land on which the Leased Premises have been built or upon any building hereafter placed upon the land, of which the Demised Premises are a part. Tenant will, further, attorn to and acknowledge the Landlord’s successor in interest or title, including the foreclosure purchaser or purchasers as the Landlord hereunder. This shall be self-operative and no further instrument of subordination shall be required by any mortgagee. However, Tenant shall, upon the request of any party in interest, promptly execute such instrument or certificate to carry out the intent hereof.

13. QUIET ENJOYMENT: Landlord hereby covenants that Tenant, upon fully complying with and promptly performing all the terms, covenants and conditions of this Lease, on its part to be performed, and further, upon the prompt and timely payment of all rental sums due hereunder, shall have and quietly enjoy the Premises for the Lease Term set forth herein.

14. LAYOUT AND PARKING: The Leased Premises are defined on Page 1 of this Lease Agreement under the heading titled "Premises". The Leased Premises as defined sets forth the general description of the Building, but shall not be deemed to be a warranty by the Landlord that the Premises are built exactly, per all the dimensions as indicated on Page 1. Landlord hereby reserves its right to increase, reduce, modify or alter the dimensions and locations of roads, parking lots, sidewalks and buildings, as Landlord shall, from time to time, deem proper at its discretion, provided same changes, additions or eliminations do not unreasonably interfere with Tenant’s use of the Premises. Tenant shall have the non-exclusive, in common with Landlord, other Tenants, their guests and customers, employees and invitees of the automobile parking areas, driveways and sidewalks and such loading facilities, which may be designated from time to time by Landlord. All Common Areas and facilities and parking lots shall be subject to the exclusive control and management of the Landlord. Landlord shall have the right to establish, modify, change and enforce rules and regulations with respect to the Common Areas, common facilities and parking lot, and Tenant agrees to abide and conform with such rules and regulations.

15. LANDLORD MAINTENANCE: Landlord will, at its own cost and expense and with reasonable dispatch after being notified in writing by Tenant of the need therefor, make such repairs to the exterior of the Demised Premises (including the roof, gutters, downsprouts and outside walls, but excepting all glass and doors), as may be necessary to keep the same in good condition of repair. However, (a) if the need for such repair is occasioned by a casualty resulting from the negligence or willful act of Tenant, or any of his agents, suppliers, shippers, invitees, employees or contractors, and (b) if such casualty shall not be within the coverage of a standard fire insurance policy with extended coverage, then such repairs shall likewise be made by Landlord but shall be charged to and be paid for by Tenant.

16. ROOF: Tenant agrees that it will not cut or penetrate the roof, drive nails into or place any debris on the roof of the building of which the Demised Premises constitute a part. Any roof alterations or repairs necessitated by Tenant’s requirements (i.e., stove vents, antennae, etc.) shall be done at Tenant’s expense and authorized only by Landlord’s written permission and under Landlord supervision, or performed by or supervised by a roofing contractor approved by Landlord in writing. Tenant shall also pay to Landlord on demand the cost incurred by Landlord of roof repair or roof re-seal, when Tenant is a prime cause for the need to repair or re-seal, as for example, the removal of a roof vent and the necessary reseal.
Tenant will reimburse Landlord for the cost to reinstate any warranty of roofing materials if Tenant’s actions have voided or diminished any such warranty.

17. TENANT MAINTENANCE: Tenant covenants that it will, during the Term hereof, and at its own cost and expense, maintain and upkeep the interior of the Demised Premises; including, without limitation, the heating, ventilating and air conditioning system, e.g., the HVAC system (including compressors and other major components), toilets, pipes, plumbing, wires and conduits, electric lines, electric panel box, any outdoor lighting on Tenant’s circuit such as rear door lights and signage, storefronts and storefront glass, doors, and store fixtures in good condition and repair, making such replacements as may be necessary from time to time. Tenant understands and agrees that it is also responsible for any condensation in and/or around the HVAC system and its ductwork. Tenant agrees that if Tenant fails to make any repair or to remove any debris as required in the lease, within five (5) days after the receipt of written notice from Landlord in respect thereto, such may be undertaken by Landlord, and Tenant agrees to reimburse Landlord promptly for the cost thereof.

Per the requirements of this Article, the Tenant agrees to obtain and maintain from a reputable company a service maintenance contract on the HVAC system and furnish the Landlord or its Agent with a copy of said contract at Landlord’s request. Near the end of its tenancy and upon the written request of the Landlord, Tenant shall forward copies of all inspection and service reports by its HVAC contractor to the Landlord or its Agent, stating in detail the condition of the HVAC system. In lieu of hiring an HVAC contractor, Tenant may elect to provide maintenance to the HVAC system via its own qualified employees. Any necessary repairs or replacements indicated by such report, in order to place the system in a good, workmanlike condition, shall be made by Tenant at Tenant’s expense. Landlord reserves the option, at Landlord’s expense, to have contractor of its choice to inspect the system for the purpose of determining any necessary steps to be taken by Tenant to place the system in a good, working condition. Notwithstanding anything in this Section 17 to the contrary, Landlord warrants the HVAC system for the first 180 days of the Lease. Thereafter, provided Tenant is in compliance with this Section 17, Tenant shall be responsible for the first $500 of repairs to the HVAC system per unit per year, and Landlord shall be responsible for either paying the remainder, or utilizing its contractor to effect repairs to the unit.

18. ADDITIONAL TENANT COVENANTS:

(a) Tenant shall not make alterations, additions or improvements to the building structure of which the Leased Premises are a part without first obtaining Landlord’s written approval and consent. For purposes of this Lease, the structural components of the Leased Premises are hereby defined as the foundation, structural steel, roof, exterior walls, building front components including front glass and doors, back doors, or loading doors, existing interior plumbing improvements, exterior plumbing lines, HVAC unit components and ductwork, electric service, ceiling and light fixtures, and Common Areas. Tenant shall present to Landlord plans and specifications for any such work at the time approval is sought from Landlord for tenant structural modifications. Tenant shall make all such structural alterations at its own expense, after first obtaining Landlord’s written approval of Tenant plans and specifications. Landlord’s approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities.

(b) Tenant has the right to install its trade fixtures in the Demised Premises, provided that such installation does not damage the construction of the building nor interfere with the structural components of the building of which the Leased Premises are a part. Such installations shall be at the sole risk and at the expense of the Tenant. All fixtures installed by Tenant shall remain the property of Tenant, and if the Tenant is not in default of the Lease, its terms and covenants herein, the same fixtures shall be removed by Tenant at the expense of the Tenant at the end of the Lease Term. Tenant further agrees to repair and/or reimburse Landlord for the cost of repair for any damages to the Demised Premises caused by the installation and removal of its trade fixtures. In the event that fixtures are left behind or abandoned, Tenant shall pay to Landlord any expenses associated with disposal of same or repairs to the Premises caused by the removal of same fixtures.

(c) Tenant will not use nor permit the Premises to be used for any illegal or immoral purpose. Tenant, at Tenant’s sole expense, shall comply with all laws, rules, ordinances, regulations and requirements of federal, state, county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the Premises, and that the Tenant shall use all reasonable efforts to comply with the Americans With Disabilities Act. Tenant shall use reasonable measures to prevent its invitees from disturbing or interfering with other tenants or their invitees.

(d) Tenant agrees to contain within its Premises any and all noise, music, or odors and/or aromas, to the extent that no nuisance will be created to its neighbor Tenants, and all other Premises and Common Areas within the Building, the Development or Park shall be free from noise or aromas which originate from Tenant’s Premises.

(e) Tenant shall store all trash, rubbish and garbage in fully closed containers at the rear of the Leased Premises and Tenant shall pay all such costs incidental to the removal thereof. Tenant shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in and or about the Leased Premises. Any expenses incurred by Landlord related to the removal of the same shall be reimbursed by Tenant.

(f) Tenant covenants that it will, at its own expense, take such steps as shall be necessary to keep the Leased Premises free of rodents, insects and other pests except termites, which treatment if termites are found, shall be the expense of the Landlord.

(g) Tenant shall not make any use of the Premises which would make voidable or void any policy of fire or extended coverage insurance covering any of the Buildings, the Development or Park or cause the Premises to become uninsurable. Tenant covenants that, without prior written consent of the Landlord, Tenant will not do anything which will increase the
rate of fire insurance premium on the building. If by reason of any use by Tenant of the Premises or the keeping by Tenant of any flammable substances in the Premises, the hazardous insurance premiums or policies maintained by landlord shall be increased over normal rates for Office/Warehouse space in the Development, the amount of the increase in the Landlord insurance premium shall be paid to Landlord by Tenant from time to time on demand. Tenant hereby covenants that it shall cease and desist any activity so affecting the insurability of the Building, the Development or Park upon written demand of the Landlord.

(b) Tenant will not use nor permit to be used any advertising medium or device such as audio broadcast, loudspeaker, radio, public address system, remote radio station, or flashing or digital reader sign, without the prior written consent of the Landlord.

(i) Tenant shall not hold any fire, bankruptcy, going-out-of-business or auction sales, without the prior written consent of the Landlord.

(j) Tenant shall not use the sidewalks or any other portions of the Common Areas for any purpose related to the selling of merchandise or services without the Landlord’s consent in writing.

(k) Tenant shall notify Landlord in writing of all accidents or security-related incidents, i.e. crimes against person(s) and property, which occur in or about the Premises.

(l) No radio or television aerial or satellite dish or disk shall be erected on the roof or exterior walls of the Leased Premises or on the grounds or on the Building, or Common Areas without the written consent of the Landlord in each instance. Any aerial so installed without such written consent shall be subject to removal by Landlord or its Agent without notice at any time, and Tenant shall pay Landlord, on demand, the cost of such removal.

(m) Tenant shall keep the Premises at a sufficient temperature to prevent freezing of pipes or make such arrangements with the local Utility to prevent freeze-ups.

19. HAZARDOUS SUBSTANCE - GENERAL. The term “Hazardous Substances,” as used in this lease shall mean pollutants, contaminants, toxic or hazardous wastes, petroleum products, asbestos or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any “Environmental Law,” which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant’s business activities (the “Permitted Activities”) provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials and in such quantities that are used in the ordinary course of Tenant’s business (the “Permitted Materials”) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the Premises will be used as a landfill or a dump; (iv) Tenant will not install any underground tanks of any type; (v) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Tenant will not permit any Hazardous Substances to be brought into the Premises. Except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Landlord or Landlord’s representative shall have the right but not the obligation to enter the Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord’s sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work. If at any time during or after the term of the lease, the Premises is found to be so contaminated or subject to said conditions due to the actions of Tenant, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant’s sole cost.

20. LANDLORD INSPECTION AND ACCESS: Landlord or its Agent, employees and/or contractors shall have the right to enter the Premises at any reasonable time to examine the same; to show the Premises to prospective purchasers, lenders, or prospective tenants of the Premises; and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary, Landlord or its Agent may, in the case of emergency, or if the Premises are unsecured and temporarily unoccupied, forcibly enter or secure the same, or take such other steps to address the emergency that Landlord deems appropriate, without rendering Landlord or Agent liable therefor. Otherwise, all such work and installation shall be done, so far as practical, as not to unreasonably interfere with Tenant’s use of the Premises. Tenant also hereby grants unto Landlord and its Agent the right, within four (4) months prior to the termination of said Lease Term, to post and to remain therein without hindrance or destruction, the usual notice of “For Rent” on the front glass, yard, or walls of said Premises. The exercise of any of these reserved rights by Landlord shall not be deemed as an eviction or disturbance of Tenants use, possession and quiet enjoyment of the Premises, and shall never render Landlord liable in any manner to Tenant or any other person.
21. WAIVER OF SUBROGATION: Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss of use, or damage to, either party's property, to the extent that such loss or damage is insured by their insurance policy. The provisions of this clause shall not apply in those instances in which waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible.

22. Intentionally omitted.

23. LIENS: Tenant agrees that it will, at all times during the term of this Lease, take any and all steps reasonably necessary to prevent the filing of mechanics lien against the Leased Premises. Tenant shall promptly pay or otherwise discharge, any and all such claims, expenses and liens arising out of the actions of Tenant, including the mechanic's, materialmen's and other laborer's liens asserted or claimed against the Premises or any part thereof.

24. FIRE AND/OR DESTRUCTION: If the Leased Premises shall be damaged by fire or other casualty during the term hereof, Landlord agrees that it will restore the structural components and items, as defined in Article 18(a) hereof, with reasonable dispatch to substantially the same condition that they were in so far as the proceeds from Landlord's insurance permit and, further provided, that Landlord's mortgagee does not require insurance proceeds to be paid to it. Once Landlord restoration work is complete, and since time is of the essence, Tenant's rent payment shall re-commence on the thirtieth (30th) day after Landlord notifies Tenant in writing that the Premises are ready for fixturing. The Tenant shall be responsible, at its sole cost and expense, to repair or replace any and all of the Tenant's fixtures, equipment and leasehold improvements which were damaged or destroyed by the same insured cause. The rent payable hereunder shall be equitably and proportionately abated, according to loss of use to Tenant, during the period of time intervening between the date of such fire and/or destruction and the date that the Lease Premises are restored. However, if the damage is due to the fault or the negligence of the Tenant or its employees, there shall be no abatement of rent. If such destruction occurs during the last two (2) years of the term and exceeds fifty percent (50%) of the insurable value of the Leased Premises at the time such destruction occurs, Landlord, at its option, may terminate this Lease as of the date of such destruction by giving Tenant written notice of its intention to do so within sixty (60) days after such date of destruction. If this Lease is so terminated, then the rent payable hereunder shall be abated as of the date of such destruction and Tenant shall remove all its property from the Leased Premises within thirty (30) days after the receipt of written notice of termination. Unless Landlord gives such notice, this Lease shall remain in full force and effect and Landlord shall repair such damage as its expense, as expeditiously as possible under the circumstances.

25. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that the provisions of this Lease Article shall not operate to release Tenant from Lease nor to excuse Tenant, nor shall Tenant in any event be excused from prompt payment of Base Rent, Additional Rent and all other charges due Landlord by Tenant.

26. EMINENT DOMAIN: If all the Premises are condemned or taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date that the Tenant is required to vacate the Premises and all Base and Additional Rent shall be paid up to and until same date of termination. If only part of the Premises shall be taken and the size of the Premises are proportionately reduced, then the Tenant is entitled to an equal and proportionate reduction in Base Rent and Additional Rent, or Tenant may elect to terminate this lease. Further, Landlord shall, as expeditiously as possible, repair the remaining portion of Leased Premises to the extent necessary to render the same suitable for which the Premises were leased. Tenant hereby waives any right that it may have to any condemnation award or sum paid under threat of condemnation as a result of a complete or partial asking of the Leased Premises and/or any portion of the Building, or its Common Areas. After partial taking of the Building or its common areas, the Landlord, within a reasonable time thereafter, shall repair or reconstruct the remaining portion of the Building and/or its Common Areas to the extent necessary to make the same a complete architectural unit.

27. TENANT DEFAULT: The occurrence of any one of the following events constitutes a default by the Tenant and a breach of this Lease and its covenants by the Tenant, if such default, breach or non-performance is continued and not cured within five (5) days after written notice from Landlord: (a) the vacating or abandonment of the Premises by Tenant, or the failure of the Tenant to be open for business and remain open for the conduct of business as described in the Use Clause found in the Lease; (b) the failure by Tenant to make any payment of Base Rent, Additional Rent, and Common Area Charges and adjustments on or before the due date thereof; (c) the failure by Tenant to perform any covenants herein or the breach by Tenant of any Lease covenant herein, other than those described in sections (a) and (b) of this Article 27, and the further failure by Tenant to cure such covenant, breach or non-performance, or to commence to cure and diligently pursue the cure of the covenant, breach or non-performance which cannot be fully remedied within five (5) days; (d) the filing of a petition for Tenant's bankruptcy, insolvency, or general assignment for the benefit of its creditors, or receiver appointment for Tenant for the substantial part of its assets and properties and such receiver is not removed within five (5) days after its appointment. If the Tenant shall default as described in this Article 27, or in the performance of any covenant contained in this Lease, and if such default is repeated once within the next twelve months then, notwithstanding that such defaults shall have been cured within the period after notice as herein provided, any further similar default within such twelve month period shall be deemed a Tenant Default which cannot be cured, notwithstanding provisions for cure provided in this Lease. Upon such default, the Landlord may proceed, with five days notice but no opportunity for cure, to exercise its remedies upon default.

28. LANDLORD REMEDIES: In the event of Tenant Default, including Tenant's abandonment or vacating the Premises, Landlord shall have the right, in addition to all other rights and remedies provided by the law, either to terminate
this Lease, and/or to re-enter and take possession of the Premises, peaceably or by force, and/or to change the locks thereto and to remove any property and merchandize therein, without liability to Tenant for damage arising therefrom and without obligation to Tenant to store any merchandize and property. Further, Landlord is under no obligation to Tenant, after default or abandonment, to re-let the Premises in the name of Tenant or for the benefit of the Landlord. Landlord may, at its option and without subsequent notice to Tenant, re-let the Premises for such term and on such covenants and purposes as Landlord, in its sole discretion, may determine are in the best interest of the Landlord, including re-renting for free or abated rent. Landlord may collect and receive all rents derived therefrom and apply the same, after deduction of appropriate expenses, to the payment of the rent overdue and payable hereunder from the Tenant in default. The Tenant in default shall remain liable for any deficiency. Further, Landlord shall not be responsible for or liable for any failure to re-let the Premises or any part hereof, or for any failure to collect any rent connected therewith. The Landlord's recovery of possession of the Premises by any means shall not relieve the Tenant of its obligation to pay Base Rent, Additional Rent or Additional Rent Adjustments through the term of the Lease, including any extensions in effect at the time of default under which Tenant then occupies the Premises.

Acceptance by Landlord of delinquent rent from Tenant after Tenant default shall not cure such default or entitle Tenant to possession of the Premises. Tenant hereby expressly waives any and all right of redemption, if any, granted by and under any present or future law, in the event that Tenant shall be evicted or dispossessed for any cause in default or in the event that the Landlord obtains possession of the Premises by virtue of the remedies outlined in this Lease, or otherwise. The receipt by Landlord or its Agent of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any covenant hereof shall be deemed to have been agreed upon, unless explicitly reduced to written agreement and signed by Landlord and Tenant. All remedies of Landlord shall be cumulative.

29. Intentionally omitted.

30. HOLDOVER AND SUCCESSIVE TENANT: Tenant acknowledges that possession of the Leased Premises must be surrendered to Landlord on the Termination Date or sooner. The parties hereto recognize and agree that the damage to the Landlord resulting from any failure to timely surrender possession will be extremely substantial, will exceed the Base Rent, Additional Rent charges payable hereunder, and will be impossible to measure accurately. Tenant therefore agrees that if possession of the Leased Premises is not surrendered to Landlord within twenty-four (24) hours after the Termination Date or sooner, then the Tenant shall pay to Landlord for each month and for any portion of a month during which the Tenant holds over in the Leased Premises a sum, as rent, equal to 1.25 times the aggregate of Base Rent plus Additional Rent charges which are payable under this Lease during the last month of the term hereof. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Leased Premises after the termination of the Lease Term, unless specifically agreed to in writing. The provisions of the Article shall survive the expiration or said sooner termination of Lease Term.

31. TERMINATION AND SURRENDER: Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition as they were found upon the Tenant taking possession of the Premises; except for ordinary wear and tear, reduction of the Premises by condemnation or damage by fire, destruction or other casualties or causes beyond Tenant's control. Tenant shall deliver to Landlord or its Agent all keys to the Premises and remove all its personal property, merchandise and trade fixtures and make such necessary repairs or reimbursement, pursuant to Articles 16, and Articles 18(b) found in this Lease. After Tenant vacating or Tenant abandonment, Landlord may elect to retain or dispose of, in any manner, Tenant alterations and improvements or Tenant's personal property that Tenant does not remove from the Leased Premises before or after the Termination Date of the Term. Title to any such Tenant alterations or Tenant's personal property that Landlord elects to retain or dispose of after the Term, shall vest to and in the Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or personal property. Tenant is further liable to Landlord for Landlord's expenses and costs for removing and disposing of any Tenant alterations or Tenant personal property which Landlord does not elect to acquire. Tenant's obligation to Landlord existing at the time of termination, whether unmatured, unliquidated or contingent, will survive termination or expiration of this Lease.

32. TENANT WAIVERS: The failure of Landlord to insist, in any one or more instances, to strict performance by Tenant as to any Lease covenants shall not be construed as a waiver by Landlord or relinquishment, in the future, of such covenants, but the same shall continue and remain in full force in effect. The receipt by Landlord or its Agent of rent with knowledge of a covenant breach hereof shall not be deemed a waiver of the same covenant breach, and no waiver by Landlord of any provision hereof shall be deemed to have been agreed upon unless expressed in writing and signed by the parties hereto.

Tenant hereby waives the benefit of the homestead exemption as to this Lease.

33. EXCLUCATION: The term “Landlord” as used in this Lease means only the owner, for the time being or at the time of Lease execution by Tenant, of the building in which the Premises are located or the owner of a Lease of both said building and the land thereunder. Landlord shall be liable for the performance of its obligations hereunder only to the extent of Landlord's assets as they pertain to the Building, or the Leased Premises. The respective partners of the Landlord, their heirs, its Agent, its personal representatives, successors and assignees shall not be liable personally. Further, the liability of the Landlord shall not extend beyond the period of time of Landlord's ownership of the Premises.

34. SUCCESSORS AND ASSIGNS: All the terms, covenants and agreements of this Lease shall extend to and be binding upon the Landlord and be binding upon the Tenant and their respective heirs, administrators, executors, successors in interest or in title, assignees, subtenants, sublessees, concessionaires, marital communities, if any, and their respective assigns; and/or upon any person or persons coming into ownership or possession of any interest in the Premises by operation
of law or otherwise. All the provisions, conditions and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

35. NOTICES: Any notice herein provided for to be given to Landlord shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid, addressed to Blue Crab Boulevard Investors, LLC, 21 Terrell Road, Newport News, VA 23606. Any notice herein provided for to be given to Tenant shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid, addressed to Tenant at the addresses below:

Director of Parks, Recreation & Tourism
Fountain Plaza Two
700 Town Center Drive, Suite 320
Newport News, VA 23606

With a copy to:
City Attorney
2400 Washington Avenue, 9th Floor
Newport News, VA 23607

If there is more than one Tenant, such as a Partnership, any notice required or permitted hereunder may be given by or to any one thereof, and shall have the same force and effect as if given by and to all thereof. Either party may, at any time, change its address for the purposes of notice hereof by sending a written notice to the other party stating the change and setting forth the new address.

36. NO LIABILITY OF AGENT: Tenant agrees that Agent shall not be personally liable to Tenant in any way hereunder, including lack of authority to act as Landlord's Agent, and all such liability being hereby quit-claimed and waived by Tenant, except for Agent's willful misfeasance.

37. NO PAROLE REPRESENTATIONS: Tenant hereby declares that: (i) no representation has been made to Tenant concerning the condition of the Demised Premises (ii) Tenant has been afforded full access to and has inspected and examined the Demised Premises and is renting the same in reliance upon Tenant's own knowledge and information, and (iii) Tenant has been informed that Landlord is not obligated to make any repairs to the Demised Premises during the term, except such, if any, as are specified in this Lease, and (iv) no negotiations respecting repairs, such as talking about repairs or securing estimates for such repairs, shall in any way obligate Landlord to make the repairs or obligate Landlord for any damage for failure to make the same.

38. CONSTRUCTION: The Lease shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia. Landlord, Tenant, and Agent all acknowledge the opportunity to review and approve the terms hereof before execution and to participate in its drafting. Therefore, this Lease shall not be construed against any party lessee as drafter of it.

39. CONTRACT OF LANDLORD AND AGENT: For the services rendered by Agent in procuring this Lease, Landlord agrees to pay a commission equal to Six percent (6%) of the rent scheduled to be collected during the initial lease term as identified in Section 41 below, payable over the term as collected.

40. ADDITIONAL PROVISIONS:

(a) Landlord shall replace the HVAC Unit in the Premises, including but not limited to tiling into the submeter in the space. The cost of the replacement is amortized into the first 3 years of the lease.

(b) Tenant shall have the first right of refusal on adjacent space that comes available in the building. Landlord shall notify the Tenant of a vacancy, and Tenant shall have 10 business days to notify Landlord if they want to Lease the space. Rent for any adjacent space shall be equivalent to the lesser of market rent, or rent paid by the vacating tenant plus 5%.

(c) Tenant may re-paint the walls in a neutral color, and will have no requirement to restore to original color.

(d) All HVAC systems (HVAC, Plumbing, Electrical) shall be in good working order upon delivery to Tenant, however, if Tenant desires to rework HVAC systems within the warehouse, Landlord and Tenant agree to work together to minimize unnecessary or duplicated costs.

(e) Landlord acknowledges that Tenant is entering into this Lease to secure a climate-controlled storage facility, and agrees to deliver to Tenant Premises capable of maintaining temperatures between 40 degrees Fahrenheit (minimum) and 85 degrees Fahrenheit (maximum).

41. AGENCY DISCLOSURE: Pursuant to Virginia Real Estate Board rules and regulations Section 6.3, Drucker and Falk, LLC makes the following disclosures:

I. In the above transaction, Drucker and Falk, LLC represented the Landlord.

II. In the above transaction, Agent shall receive their compensation from the Landlord exclusively.
III. The parties acknowledge that Michael Shapiro, Associate Broker for Drucker and Falk, LLC is also a member of Blue Crab Boulevard Investors, LLC.

The Landlord and Tenant acknowledge, agree with, and consent to the representation and compensation disclosed above.

42. Intentionally omitted.

43. ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties hereto. Any and all oral or written agreements, understandings, representations and warranties, promises and statements of the parties hereto or from their respective officers and directors or from their partners, Agents or brokers with respect to the subject matter of this Lease, and any matter not covered and mentioned in this Lease, shall be inferior and be merged in and by this Original Lease. No such prior oral or written agreement, understanding, representation or warranty, promise or statement shall be effective or binding for any reason or purpose, unless specifically set forth in this Original Lease. No provision of this Lease may be amended or added to except by an agreement in writing, signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

43. LEASE SUBMISSION: The submission of this Lease for examination does not constitute an offer to lease. This Lease shall become effective only upon execution hereof by both Tenant and Landlord.

TENANT’S STATUS: Tenant is a municipal corporation of the Commonwealth of Virginia.

IN WITNESS WHEREOF this Lease has been duly executed by the parties hereto, as of the date found on Page 1.

TENANT: City of Newport News, Virginia  
LANDLORD: Blue Crab Boulevard Investors LLC

BY: ________________________________ Date  
Michael Shapiro, Managing Member  Date

TENANT’S TAX I.D.:

_______________________________  
Attest:

_______________________________  
City Clerk

Approved as to form:

_______________________________  
City Attorney
EXHIBIT A

to lease by and between
Blue Crab Boulevard Investors, LLC and
City of Newport News
G. Other City Council Actions

1. Receipt of Bids for Granting a Utility Easement on a Portion of City-owned Property Located at 690 Turnberry Boulevard

**ACTION:**

A REQUEST TO CITY COUNCIL TO RECEIVE AND OPEN BIDS FOR GRANTING A UTILITY EASEMENT ON A PORTION OF CITY-OWNED PROPERTY LOCATED AT 690 TURNBERRY BOULEVARD FOR THE INSTALLATION OF UNDERGROUND ELECTRICAL CIRCUITS TO FACILITATE CONSTRUCTION OF A NEW SERVICE CENTER FOR OPERATIONS AND TRANSPORTATION (SCOT) FACILITIES.

*(After the receipt and opening of the bids, City Council is requested to refer the bids to the City Manager for review and the presentation of a recommendation at Council's February 12, 2019 regular meeting).*

**BACKGROUND:**

- A request has been received to grant a utility easement on a portion of City-owned property located at 690 Turnberry Boulevard.

- The easement request will enable installation of underground electrical circuits.

- The cable will be installed in underground conduit via trenching and horizontal directional drilling and no overhead facilities will be installed.

- The required Public Notice was properly advertised in the *Daily Press*.

- The City Manager recommends approval.

**FISCAL IMPACT:**

- N/A

**ATTACHMENTS:**

Description
Receipt of Bids - 690 Turnberry & 12601 McManus Blvd Memo
Attachment 1 - Plat 690 Turnberry
Attachment 3 - Aerial depiction of proposed Utility Easement
sdm16687 Authorizing re Deed of Easement - 690 Turnberry Blvd
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

January 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Receipt of Bids for Utility Easement for City-Owned Parcels at 690 Turnberry Boulevard and 12601 McManus Boulevard

A request has been received to grant a utility easement on portions of City-owned parcels located at 690 Turnberry Boulevard and 12601 McManus Boulevard. City Council is being asked to receive and open bids for the utility easement, as shown on the attached diagrams and map.

The proposed non-exclusive utility easement will enable installation of new underground electrical circuits in order to facilitate building construction of new Service Center for Operations and Transportation (SCOT) facilities on the parcels. The circuits are proposed to be installed in underground conduit via trenching and horizontal directional drilling and no overhead facilities will be installed. All appropriate City departments have reviewed and approved this request and the required Public Notice was properly advertised in the Daily Press.

I recommend that City Council receive and open bids for the above-described utility easement with follow-up action referred to my office. Formal action, to authorize the referenced easement be granted to the successful bidder, will be placed on Council’s February 12, 2019 meeting agenda.

Cynthia D. Rohlf

CDR:mej

Attachments (3)

cc: Florence G. Kingston, Director, Department of Development
    Everett P. Skipper, Director, Department of Engineering
NOTE:
LOCATION OF FACILITIES AS INSTALLED DETERMINE THE CENTERLINE OF THE RIGHT OF WAY HEREIN GRANTED ON THE PROPERTY OF THE OWNER.

CITY OF NEWPORT NEWS
690 TURNBERRY BLVD
NEWPORT NEWS, VA 23602
PID 101000203
AC 14.6

N/F
CITY OF NEWPORT NEWS
PID 100000220
AC 14.06

15' UNDERGROUND EASEMENT

/+/-60'

/+/-235'

/+/-195'

N/F
LB LAND COMPANY LLC
PID 101000207
AC 22.4540

LEGEND
— Location of Boundary Lines of Right-of-Way 15' in Width.
— Indicates Property Line is Right-of-Way Boundary 15' in Width.

PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT

DATE 07.16.2018

BY

OWNER INITIALS
Proposed Utility Easement Over City-Owned Parcels Located at 690 Turnberry Boulevard and 12601 McManus Boulevard
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, THAT CERTAIN DEED OF EASEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND ________________________________, DATED THE 12TH DAY OF FEBRUARY, 2019, FOR AN EASEMENT ACROSS CITY-OWNED PROPERTY LOCATED AT 690 TURNBERRY BOULEVARD, NEWPORT NEWS, VIRGINIA.

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 Deed of Easement by and between the City of Newport News, Virginia, and ________________________________, dated the 12th day of February, 2019, for an easement across City-owned property located at 690 Turnberry Boulevard, Newport News, Virginia.

2. That a copy of the said Deed of Easement is attached hereto and made a part hereof.
THIS DEED OF EASEMENT, made this 12th day of February, 2019, between the CITY OF NEWPORT NEWS, a municipal corporation of the Commonwealth of Virginia, hereinafter called "GRANTOR" and ____________________________, hereinafter called "GRANTEE," whose mailing address is 902 G. Street, Hampton, Virginia 23661.

NOTICE TO LANDOWNER: YOU ARE CONVEYING RIGHTS TO A PUBLIC SERVICE CORPORATION. A PUBLIC SERVICE CORPORATION MAY HAVE THE RIGHT TO OBTAIN SOME OR ALL OF THESE RIGHTS THROUGH EXERCISE OF EMINENT DOMAIN. TO THE EXTENT THAT ANY OF THE RIGHTS BEING CONVEYED ARE NOT SUBJECT TO EMINENT DOMAIN, YOU HAVE THE RIGHT TO CHOOSE NOT TO CONVEY THOSE RIGHTS AND YOU COULD NOT BE COMPELLED TO DO SO. YOU HAVE THE RIGHT TO NEGOTIATE COMPENSATION FOR ANY RIGHTS THAT YOU ARE VOLUNTARILY CONVEYING.

WITNESSETH:

That for the sum of One Dollar ($1.00), cash in hand paid, and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR grants unto GRANTEE, its successors and assigns, for a period of forty (40) years from the date of recordation of this deed of easement, the non-exclusive right, privilege and easement, approximately fifteen (15) feet in width, as shown on the Plat referenced below and attached hereto, to construct, operate and maintain one or more underground lines, and one or more lighting supports and lighting fixtures, as GRANTEE may from time to time deem expedient or advisable, located on the easement hereinafter described, for the
purpose of transmitting and distributing electric power by one or more circuits to GRANTOR, for provision of electric power to its facilities and for lighting and such other purposes as requested by GRANTOR; together with all wires, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities").

The said rights, privilege and easement extends over, under, through and across certain lands of GRANTOR, situated in the City of Newport News, Virginia, as shown on Plat No. 22-18-0038 attached hereto and made a part of this Deed of Easement; the location of said easement being shown in broken lines on said Plat, to which plat reference is made for a more particular and accurate description of the easement.

The facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, rebuild, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

GRANTEE shall at all times have the right to keep the easement clear of all buildings, structures, and other obstructions (except fences), trees, roots and undergrowth. All trees and limbs cut by GRANTEE shall, except as hereinafter provided, remain the property of GRANTOR. Trees cut by GRANTEE with merchantable trunks six (6) inches or more in diameter will be cut into lengths of not less than four (4) feet when requested by GRANTOR and will be placed in piles separate from other trees, limbs, and undergrowth cut by GRANTEE. All trees, limbs, roots and
other growth removed during the periodic maintenance of the easement by GRANTEE shall be disposed of by GRANTEE, and after which GRANTEE shall restore the surface area affected by the removal to a level grade safe for pedestrian travel.

For the purpose of constructing, inspecting, maintaining or operating its facilities on the easement on the property of GRANTOR or on its easement on any other property, GRANTEE shall have the right of ingress and egress over, upon and along such easement. If GRANTEE is unable reasonably to exercise the right of ingress and egress over, upon and along the easement on the property of GRANTOR, GRANTEE shall have such right of ingress and egress over the property of GRANTOR adjacent to the easement. GRANTEE shall have the further right of ingress to and egress from the easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, GRANTEE shall have such right of ingress and egress over the lands of GRANTOR adjacent to the easement and lying between public and private roads and the easement in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

GRANTEE shall repair damage to roads, fences or other improvements and shall pay GRANTOR for other damage done in the process of the construction, inspection, or maintenance of GRANTEE's facilities, or in the exercise of its right of ingress and egress; GRANTEE shall be liable for all damages resulting from its exercise of the right of ingress and egress across such adjacent lands, provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after any property damage occurs.

GRANTOR, its successors and assigns, may use the easement for any purpose not
inconsistent with the rights hereby granted, provided such use does not interfere with or endanger
the construction, operation and maintenance of GRANTEE's facilities and provided that no
buildings, structures or other obstructions (except fences) may be constructed on the easement.

In the event that GRANTEE fails or ceases to use the entire easement for a continuous period
of two (2) or more years, then all rights and privileges hereby granted to GRANTEE shall forever
cease and revert to GRANTOR by operation of law.

The rights, privileges, and easement conveyed pursuant to this Deed of Easement are in
addition to, and not in substitution of, any other rights which may be available to GRANTEE to
install its facilities on the property.

GRANTOR covenants that it is seized of and has the right to convey the said easement, rights
and privileges; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the
aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances
thereof as may be required.

IN WITNESS WHEREOF, GRANTOR has caused its corporate name to be signed hereto
by its City Manager and its corporate seal to be hereunto affixed and attested by its City Clerk.

[SIGNATURE PAGE_follows]
CITY OF NEWPORT NEWS

By: ______________________________
    City Manager

ATTEST:

By: ______________________________
    City Clerk

APPROVED AS TO FORM:

By: ______________________________
    City Attorney

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

I, ______________________________, a Notary Public in and for the City and Commonwealth aforesaid, whose commission expires on the ___ day of ________________, ____., do hereby certify that the CITY OF NEWPORT NEWS, by Cynthia D. Rohlf, its City Manager, and attested by Mabel Washington Jenkins, its City Clerk, whose names are signed to the foregoing writing, hereto annexed, have each acknowledged the same before me in my City and Commonwealth aforesaid.

GIVEN under my hand this ___ day of ________________, 2019.

______________________________
Notary Public
Registration No.: _____________________

sdm16688
NOTE:
LOCATION OF FACILITIES AS INSTALLED DETERMINE THE CENTERLINE OF THE RIGHT OF WAY HEREIN GRANTED ON THE PROPERTY OF THE OWNER.

CITY OF NEWPORT NEWS
690 TURNBERRY BLVD
NEWPORT NEWS, VA 23602
PID 1010000207
AC 14.6

CITY OF NEWPORT NEWS
PID 100000220
AC 14.06

15' UNDERGROUND EASEMENT

N/F
LB LAND COMPANY LLC
PID 101000207
AC 22.4540

LEGEND
— Location of Boundary Lines
of Easement 15' in Width
— Indicates Property Line is
Easement Boundary 15' in Width.

District—Township—Borough County—City State
Bland Newport News VA

Scale

Plot Number

Peninsula

22–18–0038

Electmate Number
10157883

GRID NUMBER
M2330

DATE 07.16.2018
BY

OWNER INITIALS

PLAT TO ACCOMPANY DEED OF EASEMENT
G. Other City Council Actions

2. Receipt of Bids for Granting a Utility Easement on a Portion of City-owned Property Located at 12601 McManus Boulevard

**ACTION:**

A REQUEST TO CITY COUNCIL TO RECEIVE AND OPEN BIDS FOR GRANTING A UTILITY EASEMENT ON A PORTION OF CITY-OWNED PROPERTY LOCATED AT 12601 MCMANUS BOULEVARD FOR THE INSTALLATION OF UNDERGROUND ELECTRICAL CIRCUITS TO FACILITATE CONSTRUCTION OF NEW SERVICE CENTER FOR OPERATIONS AND TRANSPORTATION (SCOT) FACILITIES.

(After the receipt and opening of the bids, City Council is requested to refer the bids to the City Manager for review and the presentation of a recommendation at Council's February 12, 2019 regular meeting).

**BACKGROUND:**

- A request has been received to grant a utility easement on a portion of City-owned property located at 12601 McManus Boulevard.

- The easement request will enable installation of underground electrical circuits.

- The cable will be installed in underground conduit via trenching and horizontal directional drilling and no overhead facilities will be installed.

- The required Public Notice was properly advertised in the Daily Press.

- The City Manager recommends approval.

**FISCAL IMPACT:**

- N/A

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Attachment</th>
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<tbody>
<tr>
<td>Receipt of Bids - 690 Turnberry &amp; 12601 McManus Blvd Memo</td>
<td>Attachment 2 - Plat 12601 McManus Blvd</td>
</tr>
<tr>
<td>sdm16683 Authorizing re Deed of Easement - 12601 McManus Blvd</td>
<td></td>
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</tbody>
</table>
TO: The Honorable City Council

FROM: City Manager

SUBJECT: Receipt of Bids for Utility Easement for City-Owned Parcels at 690 Turnberry Boulevard and 12601 McManus Boulevard

A request has been received to grant a utility easement on portions of City-owned parcels located at 690 Turnberry Boulevard and 12601 McManus Boulevard. City Council is being asked to receive and open bids for the utility easement, as shown on the attached diagrams and map.

The proposed non-exclusive utility easement will enable installation of new underground electrical circuits in order to facilitate building construction of new Service Center for Operations and Transportation (SCOT) facilities on the parcels. The circuits are proposed to be installed in underground conduit via trenching and horizontal directional drilling and no overhead facilities will be installed. All appropriate City departments have reviewed and approved this request and the required Public Notice was properly advertised in the Daily Press.

I recommend that City Council receive and open bids for the above-described utility easement with follow-up action referred to my office. Formal action, to authorize the referenced easement be granted to the successful bidder, will be placed on Council’s February 12, 2019 meeting agenda.

CDR: mej

Attachments (3)

cc: Florence G. Kingston, Director, Department of Development
    Everett P. Skipper, Director, Department of Engineering
NOTE:
LOCATION OF FACILITIES AS INSTALLED DETERMINE THE CENTERLINE OF THE RIGHT OF WAY HEREIN GRANTED ON THE PROPERTY OF THE OWNER.

CITY OF NEWPORT NEWS
12601 MCMANUS BLVD
NEWPORT NEWS, VA 23602
PID 1010000202
AC 13.77

PENINSULA AIRPORT COMMISSION
PID 101000206
AC 5.0

LEGEND
— Location of Boundary Lines of Right-of-Way 15' in Width.
— Indicates Property Line is Right-of-Way Boundary 15' in Width.

District
Eastern
Scale
NIS

PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT

UG

District—Township—Borough
County—City
State
Bland
Newport News VA

Office
Peninsula
Estimate Number

Plot Number
22-18-0040
10157884

Grid Number
M2330

DATE 05.14.2018

BY

OWNER INITIALS ____________________
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, THAT CERTAIN DEED OF EASEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND ____________________________, DATED THE 12TH DAY OF FEBRUARY, 2019, FOR AN EASEMENT ACROSS CITY-OWNED PROPERTY LOCATED AT 12601 McMANUS BOULEVARD, NEWPORT NEWS, VIRGINIA.

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 Deed of Easement by and between the City of Newport News, Virginia, and ____________________________, dated the 12th day of February, 2019, for an easement across City-owned property located at 12601 McManus Boulevard, Newport News, Virginia.

2. That a copy of the said Deed of Easement is attached hereto and made a part hereof.
Easement Across Portion of  
Parcel # 101.0002-02  
12601 McManus Boulevard

Prepared By:  
City Attorney's Office  
2400 Washington Avenue  
Newport News, VA 23607  
Tel: (757) 926-8416  
Fax: (757) 926-8549

Title Insurance: Unknown

Consideration: $0


THIS DEED OF EASEMENT, made this 12th day of February, 2019, between the CITY OF NEWPORT NEWS, a municipal corporation of the Commonwealth of Virginia, hereinafter called "GRANTOR" and ________________________________, hereinafter called "GRANTEE," whose mailing address is 902 G. Street, Hampton, Virginia 23661.

NOTICE TO LANDOWNER: YOU ARE CONVEYING RIGHTS TO A PUBLIC SERVICE CORPORATION. A PUBLIC SERVICE CORPORATION MAY HAVE THE RIGHT TO OBTAIN SOME OR ALL OF THESE RIGHTS THROUGH EXERCISE OF EMINENT DOMAIN. TO THE EXTENT THAT ANY OF THE RIGHTS BEING CONVEYED ARE NOT SUBJECT TO EMINENT DOMAIN, YOU HAVE THE RIGHT TO CHOOSE NOT TO CONVEY THOSE RIGHTS AND YOU COULD NOT BE COMPelled TO DO SO. YOU HAVE THE RIGHT TO NEGOTIATE COMPENSATION FOR ANY RIGHTS THAT YOU ARE VOLUNTARILY CONVEYING.

WITNESSETH:

That for the sum of One Dollar ($1.00), cash in hand paid, and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR grants unto GRANTEE, its successors and assigns, for a period of forty (40) years from the date of recordation of this deed of easement, the non-exclusive right, privilege and easement, approximately fifteen (15) feet in width, as shown on the Plat referenced below and attached hereto, to construct, operate and maintain one or more underground lines, and one or more lighting supports and lighting fixtures, as GRANTEE may from time to time deem expedient or advisable, located on the easement hereinafter described, for the
purpose of transmitting and distributing electric power by one or more circuits to GRANTOR, for provision of electric power to its facilities and for lighting and such other purposes as requested by GRANTOR; together with all wires, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities").

The said rights, privilege and easement extends over, under, through and across certain lands of GRANTOR, situated in the City of Newport News, Virginia, as shown on Plat No. 22-18-0040 attached hereto and made a part of this Deed of Easement; the location of said easement being shown in broken lines on said Plat, to which plat reference is made for a more particular and accurate description of the easement.

The facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, rebuild, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

GRANTEE shall at all times have the right to keep the easement clear of all buildings, structures, and other obstructions (except fences), trees, roots and undergrowth. All trees and limbs cut by GRANTEE shall, except as hereinafter provided, remain the property of GRANTOR. Trees cut by GRANTEE with merchantable trunks six (6) inches or more in diameter will be cut into lengths of not less than four (4) feet when requested by GRANTOR and will be placed in piles separate from other trees, limbs, and undergrowth cut by GRANTEE. All trees, limbs, roots and
other growth removed during the periodic maintenance of the easement by GRANTEE shall be
disposed of by GRANTEE, and after which GRANTEE shall restore the surface area affected by the
removal to a level grade safe for pedestrian travel.

For the purpose of constructing, inspecting, maintaining or operating its facilities on the
easement on the property of GRANTOR or on its easement on any other property, GRANTEE shall
have the right of ingress and egress over, upon and along such easement. If GRANTEE is unable
reasonably to exercise the right of ingress and egress over, upon and along the easement on the
property of GRANTOR, GRANTEE shall have such right of ingress and egress over the property
of GRANTOR adjacent to the easement. GRANTEE shall have the further right of ingress to and
egress from the easement over such private roads as may now or hereafter exist on the property of
GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such
private roads at any time. If there are no public or private roads reasonably convenient to the
easement, GRANTEE shall have such right of ingress and egress over the lands of GRANTOR
adjacent to the easement and lying between public and private roads and the easement in such
manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

GRANTEE shall repair damage to roads, fences or other improvements and shall pay
GRANTOR for other damage done in the process of the construction, inspection, or maintenance
of GRANTEE's facilities, or in the exercise of its right of ingress and egress; GRANTEE shall be
liable for all damages resulting from its exercise of the right of ingress and egress across such
adjacent lands, provided GRANTOR gives written notice thereof to GRANTEE within sixty (60)
days after any property damage occurs.

GRANTOR, its successors and assigns, may use the easement for any purpose not
inconsistent with the rights hereby granted, provided such use does not interfere with or endanger
the construction, operation and maintenance of GRANTEE's facilities and provided that no
buildings, structures or other obstructions (except fences) may be constructed on the easement.

In the event that GRANTEE fails or ceases to use the entire easement for a continuous period
of two (2) or more years, then all rights and privileges hereby granted to GRANTEE shall forever
cease and revert to GRANTOR by operation of law.

The rights, privileges, and easement conveyed pursuant to this Deed of Easement are in
addition to, and not in substitution of, any other rights which may be available to GRANTEE to
install its facilities on the property.

GRANTOR covenants that it is seized of and has the right to convey the said easement, rights
and privileges; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the
aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances
thereof as may be required.

**IN WITNESS WHEREOF**, GRANTOR has caused its corporate name to be signed hereto
by its City Manager and its corporate seal to be hereunto affixed and attested by its City Clerk.

[SIGNATURE PAGE FOLLOWS]
CITY OF NEWPORT NEWS

By: ________________________________
   City Manager

ATTEST:

APPROVED AS TO FORM:

By: ________________________________  By: ________________________________
   City Clerk                     City Attorney

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

I, ________________________________, a Notary Public in and for the City and Commonwealth
aforesaid, whose commission expires on the ___ day of ________________, ____, do hereby
certify that the CITY OF NEWPORT NEWS, by Cynthia D. Rohlf, its City Manager, and attested
by Mabel Washington Jenkins, its City Clerk, whose names are signed to the foregoing writing,
hereto annexed, have each acknowledged the same before me in my City and Commonwealth
aforesaid.

GIVEN under my hand this ___ day of ________________, 2019.

______________________________
Notary Public
Registration No.: _______________________

sdm16684
NOTE:
LOCATION OF FACILITIES AS INSTALLED DETERMINE THE CENTERLINE OF THE RIGHT OF WAY HEREIN GRANTED ON THE PROPERTY OF THE OWNER.
G. Other City Council Actions

3. Resolution Authorizing and Directing the City Manager to Execute a Deed of Lease, to Include Parking Rights and Administration Agreement, for Phase Four Parking Garage By and Between the City of Newport News, Virginia and the Economic Development Authority (EDA) for 1.555 Acres of Land Located at 11829 Canon Boulevard

**ACTION:** A REQUEST TO CITY COUNCIL AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A DEED OF LEASE, TO INCLUDE PARKING RIGHTS AND ADMINISTRATION AGREEMENT, FOR PHASE FOUR PARKING GARAGE, BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA (CITY) AND THE ECONOMIC DEVELOPMENT AUTHORITY (EDA) FOR 1.555 ACRES OF LAND LOCATED AT 11829 CANON BOULEVARD.

**BACKGROUND:**
- In order to facilitate construction of the City-owned Phase Four Parking Garage on EDA-owned property, the City and the EDA need to enter into a lease agreement.

- The Phase Four Parking Garage is consistent with the original City Center Master Plan and is in support of ongoing expansion at City Center.

- The proposed lease will include a Parking Rights and Administration Agreement as an addendum, which will provide the EDA with the ability to construct, operate and manage the new parking garage, on behalf of the City.

- The Phase Four Parking Garage will be part of the existing shared parking system at City Center.

- The City Manager recommends approval.

**FISCAL IMPACT:** TBD

**ATTACHMENTS:**
- Description
- Parking Garage Lease Agreement Memo
- Reso Auth Lease & Agmt
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

January 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Phase Four (4) Parking Garage Lease Addendum

In support of development and expansion at City Center and to facilitate construction of the City-owned Phase Four (4) Parking Garage on EDA-owned property, the City and the Economic Development Authority (EDA) need to enter into a lease agreement for the City’s lease of the EDA-owned property located at 11829 Canon Boulevard.

In addition to the leasing of the property, the lease also includes a Parking Rights and Administration Agreement. This provision will provide the EDA with the ability to construct, operate, and manage the new parking garage, on behalf of the City, as part of the existing shared parking system at City Center.

I recommend City Council approve the Resolution authorizing execution of the Lease, to include the Parking Rights and Administration Agreement.

Cynthia D. Rohlf

CDR:mej

cc: Florence G. Kingston, Director, Department of Development
RESOLUTION NO. _________

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 DEED OF LEASE BY AND BETWEEN THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED THE 22ND DAY OF JANUARY, 2019, FOR 1.555 ACRES OF LAND LOCATED AT 11829 CANON BOULEVARD.

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

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 Deed of Lease by and between the Economic Development Authority of the City of Newport News, Virginia, and the City of Newport News, Virginia, dated the 22nd day of January, 2019, for 1.555 acres of land located at 11829 Canon Boulevard.

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 Parking Rights and Administration Agreement for Phase Four Parking Garage by and between the City of Newport News, Virginia and the Economic Development Authority of the City of Newport News, Virginia, dated the 22nd day of January, 2019, attached to the aforesaid Lease as Exhibit B.

3. That a copy of the said Deed of Lease, including the said Parking Rights and Administration Agreement, is attached hereto and made a part hereof.

4. That this resolution shall be in effect on and after the date of its adoption, January 22, 2019.
DEED OF LEASE

This DEED OF LEASE, made this 22nd day of January, 2019, between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as “Landlord”, and the CITY OF NEWPORT NEWS, VIRGINIA a political subdivision of the Commonwealth of Virginia, hereinafter referred to as “Tenant”.

WITNESSETH

1. LEASED PREMISES: That in consideration of the covenants and conditions herein contained, Landlord does demise unto Tenant the following property, together with full rights of ingress and egress, in the City of Newport News, Virginia. The leased premises are more particularly described as follows:

   That real property consisting of land containing approximately 1.555 acres, located at or near 11829 Canon Boulevard, Newport News, Virginia (Tax ID#: 184.0003-09), being further described as Parcel B on that certain plat entitled “SUBDIVISION PLAT OF BLOCK 5, OYSTER POINT TOWN CENTER REPLAT OF OYSTER POINT CORE (DEED BOOK 1653, PAGE 1131)”, dated June 20, 2018 and made by Draper Aden Associates, a copy of which is attached hereto as Exhibit A.

2. TERM:

   The Term of this Lease shall be for an initial period of twenty (20) years, commencing February 1, 2019 and ending January 31, 2039. This lease may be extended in
additional one (1) year increments as agreed upon in writing by both parties.

3. **RENT:**

   Tenant shall pay an annual rent of $1.00 to Landlord.

4. **USE OF PREMISES:**

   It is understood that Tenant is leasing this property with the intent to cause to be constructed the Phase Four Parking Garage as defined in the Parking Rights and Administration Agreement for Phase Four Parking Garage, a copy of which is attached hereto as Exhibit B. Upon completion, Tenant shall own the Phase Four Parking Garage. Landlord hereby authorizes such use by Tenant, its agents and employees. The use of the leased premises shall be subject to all federal, state and local laws.

   Tenant agrees to enter into a “Parking Rights and Administration Agreement for Phase Four Parking Garage” with Landlord, to codify the rights and responsibilities of each party with respect to the construction, parking rights, maintenance and operation of the Phase Four Parking Garage, a copy of which is attached hereto as Exhibit B.

5. **ASSIGNMENT:**

   Tenant expressly covenants that its interest hereunder shall not be assigned without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

6. **END OF TERM:**

   Upon the expiration or other termination of the term of this lease, Tenant shall quit
and surrender to Landlord the leased premises and all improvements thereon.

7. **QUIET ENJOYMENT:**

   Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions, on Tenant’s part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised.

8. **INSURANCE, MAINTENANCE AND OPERATION:**

   As identified in the “Parking Rights and Administration Agreement for Phase Four Parking Garage”, with funding support from the Tenant, Landlord agrees (i) to insure the Phase Four Parking Garage against fire and other hazards covered by an "all risks" property casualty insurance policy covering full replacement cost value of the Phase Four Parking Garage, and all City- or EDA-owned machinery and City- or EDA-owned equipment thereon, (ii) to carry public liability insurance with respect to the Phase Four Parking Garage of at least $1,000,000 per occurrence, and $3,000,000 in the aggregate, (iii) to maintain and operate the Phase Four Parking Garage at a level and quality of service, operation and cleanliness typical of parking garage developments serving high-quality, first-class urban office buildings and in compliance with all applicable laws, statutes, ordinances, rules and regulations; (iv) to provide adequate lighting, ventilation and security for the Phase Four Parking Garage consistent with a first-class parking garage; and (v) to restore the Phase Four Parking Garage as soon as reasonably practicable in the event of a casualty loss.
9. **BILLS AND NOTICES:**

Except as otherwise provided herein, a bill, statement, notice or communication which Landlord may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to the City Manager of the City of Newport News or sent by certified mail addressed to the City Manager, 2400 Washington Avenue, Newport News, Virginia, 23607, with a copy also mailed to the City Attorney at the same address, or at such other address as Tenant shall designate by written notice, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant or mailed as herein provided. Any notice by Tenant to Landlord may be delivered to or sent by certified mail addressed to Landlord c/o Secretary/Treasurer, Economic Development Authority of the City of Newport News, Virginia, 2400 Washington Avenue, 3rd Floor, Newport News, Virginia, 23607, or at such other address as Landlord shall designate by written notice.

10. **CAPTIONS:**

The captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this lease nor the intent of any provision hereof.

11. **SUCCESSORS:**

The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this lease, their assigns.
12. ATTACHMENTS:

The following attachments are made a part of this lease: SUBDIVISION PLAT OF BLOCK 5, OYSTER POINT TOWN CENTER REPLAT OF OYSTER POINT CORE (DEED BOOK 1653, PAGE 1131) - Exhibit A: Parking Rights and Administration Agreement for Phase Four Parking Garage – Exhibit B.

13. GOVERNING LAW:

This Lease shall be governed, construed and enforced by and in accordance with the laws of the Commonwealth of Virginia. Any action concerning enforcement of this lease shall be brought and maintained in the Circuit Court for the City of Newport News.

14. WAIVER:

No failure or delay on the part of either party to exercise any right or privilege hereunder shall operate as a waiver thereof.

15. SEVERABILITY:

If any provision of this Lease shall be held by a court of competent jurisdiction to be invalid, whether generally or as to specific facts and circumstances, the same shall not affect in any respect whatsoever the validity of the remainder of this Lease, which shall continue in full force and effect. Any provision of this Lease held invalid as to any particular facts and circumstances shall remain in full force and effect as to all other facts and circumstances.
16. **ENTIRE AGREEMENT:**

This Lease, including any agreed upon attachments, contains the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein.

**IN WITNESS WHEREOF,** the CITY OF NEWPORT NEWS, VIRGINIA has caused these presents to be executed by Cynthia D. Rohlf, its City Manager, with its seal hereto affixed, duly attested by its City Clerk, both in that behalf first duly authorized, and the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA, has caused these presents to be executed by Alonzo R. Bell, Jr., its Chairman, with its seal hereto affixed, duly attested by its Secretary/Treasurer, both in that behalf first duly authorized to execute this Lease.

(Signature Pages Follow)
City of Newport News, Virginia

By: ______________________________
    Cynthia D. Rohlf, City Manager

ATTEST:

By: ______________________________
    Mabel Washington Jenkins, City Clerk

Approved as to form for the City of Newport News, Virginia:

By: ______________________________
    Collins L. Owens, Jr., City Attorney

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

The foregoing instrument was acknowledged before me this ___ day of ________, 2019, by Cynthia D. Rohlf, City Manager, and Mabel Washington Jenkins, City Clerk, respectively, of the City of Newport News, Virginia on behalf of the City.

______________________________
Notary Public

Registration No. _____________________
My Commission expires:_______________
Economic Development Authority of the City of
Newport News, Virginia

By: ________________________________
    Alonzo R. Bell, Jr., Chair

ATTEST:

By: ________________________________
    Florence G. Kingston, Secretary/Treasurer

Approved as to form for the Economic Development
Authority of the City of Newport News, Virginia:

By: ________________________________
    Raymond H. Suttle, Jr., Esq.

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

The foregoing instrument was acknowledged before me this ___ day of February, 2019, by
Alonzo R. Bell, Jr., Chair, and Florence G. Kingston, Secretary/Treasurer, respectively, of the
Economic Development Authority of the City of Newport News, Virginia on behalf of the
Authority.

___________________________________________________________________
Notary Public

Registration No. ____________________________
My Commission expires: _______________________
SUBDIVISION PLAT OF
BLOCK 5, OYSTER POINT CORE
(ADDRESS BOOK 163, PAGE 11-131)

Draper Aden Associates
Engineers • Surveyors • Environmental Services

180008570
PARKING RIGHTS AND ADMINISTRATION AGREEMENT FOR
PHASE FOUR PARKING GARAGE

THIS PARKING RIGHTS AND ADMINISTRATION AGREEMENT FOR PHASE FOUR PARKING GARAGE ("Agreement") is made effective as of the 22nd day of January, 2019 ("Effective Date"), by and among the CITY OF NEWPORT NEWS, VIRGINIA ("City"), and the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("EDA").

WHEREAS, the City and the EDA jointly desired to facilitate development of a mixed-use, urban-scale development located within Oyster Point of Newport News, known as City Center at Oyster Point ("CCOP"); and

WHEREAS, the CCOP master plan, dated November 29, 2004, by CMSS Architects, P.C. ("Master Plan"), identified four public parking structures as part of an overall parking system designed to support CCOP through shared parking in CCOP's mixed-use environment; and

WHEREAS, the EDA has previously completed public infrastructure and parking to support the components of CCOP, including (without limitation):

(i) the Merchants Walk Parking Garage located at 11860 Merchants Walk, Newport News, Virginia (originally known as the Fountain Plaza Garage) ("Merchants Walk Garage");

(ii) the Fountain Way Parking Garage, located at 11805 Fountain Way, Newport News, Virginia ("Fountain Way Garage");

(iii) the Mariners Row Parking Garage located at 761 Mariners Row, Newport News, Virginia ("Mariners Row Garage"); and

(iv) various other surface and street parking areas (collectively, the "Public Parking"). The Merchants Walk Garage, Fountain Way Garage and Mariners Row Garage, or any combination of them, may be referred to herein as the "Parking Garage(s)"; and

WHEREAS, the EDA has entered into various parking agreements on individual CCOP projects and properties as each was developed, and the EDA consolidated those various parking rights, obligations and agreements into that certain Master Parking Agreement dated July 7, 2016, for more efficient administration of CCOP parking; and

WHEREAS, the EDA also provides parking for other building owners at CCOP, including Fountain Plaza Three, Marriott Hotel & Conference Center, Cinemark complex and the adjacent restaurant location, The Point at City Center Condominiums.
WHEREAS, Ferguson Enterprises, Inc. ("FEI") announced its plans to construct new office facilities within CCOP which will include the construction of multiple buildings over time as part of its expansion ("FEI Project"); and

WHEREAS, to support the FEI Project, the EDA entered into that certain Parking License Agreement with FEI dated June 1, 2018; and

WHEREAS, the City and EDA jointly desire to provide for the expected increase in parking needs associated with the FEI Project, and to complete the fourth parking garage contemplated in the Master Plan, through the construction of a fourth public parking garage in CCOP containing approximately 1,450 parking spaces, located at 11829 Canon Boulevard ("Phase Four Parking Garage"), which will be incorporated into the existing Public Parking infrastructure to serve current and future parking needs in CCOP.

NOW, THEREFORE, for and in consideration of the mutual obligations of the parties as set forth herein, the parties do hereby agree as follows:

1. **Recitals.** All recitals in this Agreement are fully incorporated herein as if fully set forth again.

2. **Parking Impact/Future Ownership.** City and EDA recognize that adequate parking is of critical importance to the economic viability of each of the individual developments within the CCOP Project and that long-term parking will be needed.

3. **Funding.** The City agrees to provide full funding for initial construction of the Phase Four Parking Garage, in an amount not to exceed $31,000,000.00, unless otherwise agreed to by the City, through issuance of a General Obligation Bond. The City further agrees to maintain and carry any associated debt as a City obligation, until such time as repayment of the initial General Obligation Bond funding used for construction of the Phase Four Parking Garage has been satisfied. The City agrees to provide full funding to support the EDA’s management of the Phase Four Parking Garage as part of the Public Parking infrastructure at CCOP. The EDA will contract for construction, provide operational support and maintain reserves, for the Phase Four Parking Garage. All funding provided by the City pursuant to this Agreement shall be subject to appropriation by the Newport News City Council.

4. **Management.** The City authorizes the EDA to fully manage the Phase Four Parking Garage as a part of the Public Parking infrastructure at CCOP. The City authorizes the EDA to license general or specific parking rights to all or a portion of the Phase Four Parking Garage through parking agreements or arrangements with other parties outside the scope of this Agreement. The EDA agrees that all such agreements or arrangements will be in accordance with the City and EDA’s shared vision to maximize
the utilization of the Public Parking infrastructure within CCOP. The EDA further agrees that, for so long as there shall be outstanding any tax-exempt bonds issued under the applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), the proceeds of which have been used to finance or refinance the Phase Four Parking Garage, (i) the EDA will not enter into any conveyance of parking rights or reserved parking arrangement with any private person, including FEI, for parking spaces that represent 10 percent or more of the total available parking spaces in the Phase Four Parking Garage, unless the City shall have received an Opinion of Bond Counsel to the City as to such parking arrangement, (ii) the EDA will do nothing to impair the tax-exempt status of any such bonds, and (iii) all contracts and agreements for the operation, management and use of the Phase Four Parking Garage will be in compliance with all covenants and restrictions set forth in the Tax Certificate of the City relating to such bonds and all applicable provisions of Sections 141 and 148 of the Code.

5. **Best Use Practices.** Through its management responsibilities, the EDA agrees to optimize use of the Phase Four Parking Garage in a manner that will serve the best interests of the parties, as well as the businesses, visitors and residents of CCOP.

6. **Insurance, Maintenance and Operation.** With funding support from the City, the EDA agrees (i) to insure the Phase Four Parking Garage against fire and other hazards covered by an "all risks" property casualty insurance policy covering full replacement cost value of the Phase Four Parking Garage, and all City- or EDA-owned machinery and City- or EDA-owned equipment thereon, (ii) to carry public liability insurance with respect to the Phase Four Parking Garage of at least $1,000,000 per occurrence, and $3,000,000 in the aggregate, (iii) to maintain and operate the Phase Four Parking Garage at a level and quality of service, operation and cleanliness typical of parking garage developments serving high-quality, first-class urban office buildings and in compliance with all applicable laws, statutes, ordinances, rules and regulations; (iv) to provide adequate lighting, ventilation and security for the Phase Four Parking Garage consistent with a first-class parking garage; and (v) to restore the Phase Four Parking Garage as soon as reasonably practicable in the event of a casualty loss.

7. **Ownership.** The City agrees to transfer ownership of the Phase Four Parking Garage to the EDA as soon as practicable upon repayment of the bonds funding construction.

8. **Term.** Unless otherwise amended or terminated by written agreement of the parties, this Agreement and the obligations hereunder shall be effective and remain binding from the date hereof until such time that the City transfers of ownership of the Phase Four Parking Garage from the City to the EDA.

9. **Modifications and Amendments.** This Agreement may be modified or amended in writing as necessary, by mutual agreement of both parties.
10. **Successors and Permitted Assigns.** This Agreement shall be binding upon, and accrue to the benefit of, the parties hereto and their respective successors and permitted assigns.

11. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed and construed according to the laws of the Commonwealth of Virginia. In the event any of the terms set forth in this Agreement shall be unenforceable for any reason the remaining terms shall continue to be enforceable. This Agreement may be executed in multiple counterparts and with multiple signature pages, each of which shall be effective and all of which shall form a single agreement. Jurisdiction and venue for any action under this Agreement shall be made in the state courts for the City of Newport News, Virginia and the parties submit themselves to the jurisdiction of such courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

City of Newport News, Virginia

By: ____________________________
    Cynthia D. Rohlf, City Manager

ATTEST:

By: ____________________________
    Mabel Washington Jenkins, City Clerk

Approved as to form for the City of Newport News, Virginia:

By: ____________________________
    Collins L. Owens, Jr., City Attorney
Economic Development Authority of the City of Newport News, Virginia

By: ________________________________
    C. Gary Minter, Chair

ATTEST:

By: ________________________________
    Florence G. Kingston, Secretary/Treasurer

Approved as to form for the Economic Development Authority of the City of Newport News, Virginia:

By: ________________________________
    Raymond H. Suttle, Jr., Esq.
G. Other City Council Actions

4. Resolution Authorizing the City of Newport News, Virginia to Request that the Virginia Department of Transportation (VDOT) Formally Include Lane Mileage Increases of Identified Streets to the City’s Street Maintenance Inventory

**ACTION:**  A REQUEST TO APPROVE A RESOLUTION AUTHORIZING THE CITY OF NEWPORT NEWS TO REQUEST THAT THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) FORMALLY INCLUDE LANE MILEAGE INCREASES OF IDENTIFIED STREETS TO THE CITY’S STREET MAINTENANCE INVENTORY.

**BACKGROUND:**  
- The City’s street maintenance inventory is reported to VDOT for State payment to the locality for maintenance purposes and requires a resolution of Council.

- The streets have been constructed to the standards required by the State and are eligible for State maintenance funds.

- This resolution will comply with VDOT’s requirement and will formally add the lane mileage additions.

**FISCAL IMPACT:**  
- The net change requested will increase the revenue by $16,555.

- The City Manager recommends approval.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution Adding Lane Mileage for VDOT Memo</td>
</tr>
<tr>
<td>rag1551 Requesting that VDOT Include Streets for Maintenance Payment Purposes</td>
</tr>
</tbody>
</table>
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

January 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Additions to City’s Street Maintenance Inventory to VDOT

A Resolution is requested to authorize changes in the City’s street maintenance inventory with the Virginia Department of Transportation (VDOT). This request is to increase the lane mileage for streets recently accepted by City Council. VDOT requires a resolution of City Council in order to make changes to the City’s inventory for street maintenance payment purposes.

The net change requested in this resolution will increase the inventory by 1.30 lane miles which will increase revenue to $16,555. These changes will be effective as of July 1, 2019.

I recommend approval.

[Signature]

Cynthia D. Rohlf

CDR:jrc

cc: Frank S. James, Acting Director, Department of Public Works
RESOLUTION NO. ____________________

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, REQUESTING THAT THE VIRGINIA DEPARTMENT OF TRANSPORTATION INCLUDE FOR MAINTENANCE PAYMENT PURPOSES THOSE STREETS LISTED HEREIN.

WHEREAS, the Virginia Department of Transportation requires a resolution of the Council in order to add and delete streets to the City’s inventory for street maintenance payment purposes; and

WHEREAS, the City Manager has reported to the Council that the streets listed herein have been constructed to the standards required by the State and that the streets are, therefore, eligible for state maintenance funds.

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

1. That the Virginia Department of Transportation is hereby requested to include the streets listed below within those eligible to receive annual maintenance payments:

<table>
<thead>
<tr>
<th>NAME</th>
<th>FROM</th>
<th>TO</th>
<th>LANE MILES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steffi Place</td>
<td>Barclay Road</td>
<td>Cul-de-sac</td>
<td>.42</td>
</tr>
<tr>
<td>Hawser Bend</td>
<td>Cul-de-sac</td>
<td>Cul-de-sac</td>
<td>.30</td>
</tr>
<tr>
<td>Ship Haven Drive</td>
<td>Hawser Bend</td>
<td>Cul-de-sac</td>
<td>.42</td>
</tr>
<tr>
<td>Musk Turtle Court</td>
<td>Newman Drive</td>
<td>Cul-de-sac</td>
<td>.16</td>
</tr>
</tbody>
</table>

2. That the streets listed herein to be added meet the construction standards required by the Virginia Department of Transportation.

3. That this resolution shall be in effect on and after the date of its adoption, January 22, 2019.
G. Other City Council Actions

5. Ordinance Amending and Reordaining City Code, Chapter 41, Vehicles for Hire; Article III., Taxicabs; Division 7., Annual Taxicab Inspections; Section 41-121, Annual Inspections Required; Inspection Procedure; Cost of Inspection Sticker

ACTION: A REQUEST TO CITY COUNCIL TO ADOPT AN ORDINANCE TO AMEND AND REORDAIN CITY CODE, CHAPTER 41, VEHICLES FOR HIRE; ARTICLE III., TAXICABS; DIVISION 7., ANNUAL TAXICAB INSPECTION; SECTION 41-121, ANNUAL INSPECTIONS REQUIRED; INSPECTION PROCEDURE; COST OF INSPECTION STICKER.

BACKGROUND:  
- The Taxicab Advisory Board (Board) was established on March 11, 2008 to review taxicab regulations.
- The ten (10) model years old age restriction was adopted by City Council on March 13, 2012 in a concerted effort to improve the condition, appearance, and cleanliness of taxicabs and went into effect on May 1, 2012.
- Based on NNPD 2019 Annual Inspection Calendar, 109 taxicabs will be more than 10 years old at the time of annual inspection, which is a separate concern from the safety of the vehicle.
- The cleanliness and condition of the exterior and interior of the vehicle is checked during the annual inspection process.
- At a special meeting on November 7, 2018, the Board voted 2-1 to recommend changes in the age limit of taxicabs at the time of annual taxicab inspection.
- The City Manager recommends approval.

FISCAL IMPACT: N/A

ATTACHMENTS:  
Description  
Taxicab Ordinance Amendment
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

January 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Amendment to Chapter 41, Vehicles for Hire; Article III., Taxicabs

The Taxicab Advisory Board (Board) was established in conformance with Ordinance No. 6465-08, on March 11, 2008. The Board, composed of representatives of the City government, taxicab industry representatives and the general public, was created to review taxicab regulations and advise City Council with regard to appropriate provisions of any ordinance pertaining to taxicabs.

At a special meeting on November 7, 2018, the Board voted 2-1 to recommend changes to the age limit of taxicabs at the date of annual taxicab inspection referenced in Chapter 41, Article III., Division 7., Section 41-121 (b)(2)(j)). The ten (10) model years old age restriction was adopted by City Council on March 13, 2012 and went into effect on May 1, 2012 as one of many recommendations from the Chief of Police that were intended to overhaul and modernize the entire Taxicab Ordinance. At that time, there was a concerted effort to improve the condition, appearance and cleanliness of taxicabs.

The existing language states that each taxicab for which a certificate of public convenience is issued on or after May 1, 2012 shall not be more than 10 model years old at the date of annual inspection. Taxicabs in operation prior to May 1, 2012 are exempt from this requirement. Any vehicle put into service as a taxicab on or after May 1, 2012, including a substitute or replacement vehicle pursuant to section 41-68 of this Code, shall not be more than ten (10) model years old.
Since May 1, 2012, the number of certificates issued to operate taxicabs has declined from 233 to 174. As a result, fewer taxicabs are operating and vehicle turnover in most taxi fleets is low. The consequence of these factors is creating a situation whereby taxicabs are remaining in service for longer periods of time and each passing year results in more vehicles that are more than 10 model years old at the time of annual inspection. Consequently, these taxicabs will not pass inspection.

Based on the 2019 NNPD Annual Inspection Calendar, 109 taxicabs will be more than 10 model years old at the time of annual inspection this calendar year. Please note that the age of the vehicle is a separate concern from the safety of the vehicle. The annual inspection for taxicabs requires a current Virginia vehicle safety inspection. Additionally, the cleanliness and condition of the exterior and interior of the vehicle is checked during the annual inspection process.

In order to provide relief to the taxicab industry, the Board requested language which states that each taxicab for which a certificate of public convenience is issued on or after January 1, 2019 shall not be more than 10 model years old at the date of the initial annual inspection. However, this age limit shall not apply to successive annual inspections of taxicabs after the initial inspection or inspection required for substitution, including inspections occurring after the transfer of a taxicab with a valid certificate of public convenience pursuant to section 41-67. Therefore, once in service, a taxicab could continue to operate regardless of its age.

Therefore, in accordance with the Board concerns that were presented at the January 8, 2019 City Council Meeting, the Board is conveying an emergency request to relax the 10 model year requirement at the date of annual inspection for your consideration and subsequent action.

Cynthia D. Rohlf

cc: Alan K. Archer, Assistant City Manager
    Steven R. Drew, Chief, Police Department
    Robert E. Pealo, Deputy City Attorney
ORDINANCE NO. ________________

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 41, VEHICLES FOR HIRE, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE III., TAXICABS, DIVISION 7., ANNUAL TAXICAB INSPECTION, SECTION 41-121, ANNUAL INSPECTIONS REQUIRED; INSPECTION PROCEDURE; COST OF INSPECTION STICKER.

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

1. That Chapter 41, Vehicles for Hire, of the Code of the City of Newport News, Virginia, Article III., Taxicabs, Division 7., Annual Taxicab Inspection, Section 41-121, Annual inspections required; inspection procedure; cost of inspection sticker; be, and the same hereby is, amended and reordained as follows:

CHAPTER 41

VEHICLES FOR HIRE

ARTICLE III. TAXICABS

DIVISION 7. ANNUAL TAXICAB INSPECTION

Sec. 41-121. Annual inspections required; inspection procedure; cost of inspection sticker.

(a) Inspection required. Each taxicab for which a certificate has been issued pursuant to the provisions of division 3 shall be annually inspected by a person or persons designated to do so by the chief of police.

(b) Inspection procedure:

(1) Every certificate holder shall arrange for each taxicab certificated under the provisions of this article to be inspected annually by contacting the chief of police. Initial inspections of each taxicab shall be conducted upon receipt of the initial certificate applicable to each such taxicab; successive annual inspections shall be at staggered intervals as scheduled by the chief of police.

(2) Each taxicab shall be inspected for the following:

a. Mechanical condition, including but not limited to all lights, tires, taximeter and any other mechanical or electrical operating system on the taxicab.

b. Color, lettering, and numbering, including but not limited to clarity, legibility, and accuracy, including consistency with any other cabs operating under the same trade name.
c. Cleanliness of the exterior and interior of the taxicab as required by section 41-144.
d. Condition of the exterior as required by section 41-144.
e. Condition of the interior as required by section 41-144.
f. Unless equipped with an approved software-based device in accordance with section 41-101, the integrity of the taximeter seal which must not be broken or missing.
g. Current Virginia Department of Motor Vehicles Certificate of Authority to Operate.
h. Current state license plates.
i. Current Virginia vehicle safety inspection.
j. **Age at time of initial or substitution inspection.** Each taxicab for which a certificate of public convenience is issued on or after May 1, 2012 shall not be more than ten (10) model years old at the date of inspection. Taxicabs in operation prior to May 1, 2012 are exempt from this requirement. Any vehicle put into service as a taxicab on or after May 1, 2012, including a substitute or replacement vehicle pursuant to section 41-68 of this Code, shall not be more than ten (10) model years old.

Each taxicab for which a certificate of public convenience is issued on or after January 1, 2019 shall not be more than ten (10) model years old at the date of the initial inspection of the taxicab pursuant to section 41-121(b)(1). Each taxicab being inspected as a substitute or replacement vehicle as required by section 41-68 shall not be more than ten (10) model years old at the date of the inspection required for substitution. This age limit shall not apply to successive annual inspections of taxicabs after the initial inspection or inspection required for substitution, including inspections occurring after the transfer of a taxicab with a valid certificate of public convenience pursuant to section 41-67.

(3) All items listed in subparagraph (b)(2) of this section must be found acceptable before an inspection sticker may be issued.

(4) Each annual inspection shall include all items listed in subparagraph (b)(2) of this section; however, a reinspection of a rejected vehicle during the period
of validity of the inspection sheet shall include the item or items previously found defective but may include any item susceptible to inspection, whether or not it was previously inspected.

(5) The inspection sheet rejecting such vehicle shall serve as a rejection notice and shall have a validity period of thirty (30) days beyond the day of issuance for cosmetic items and fifteen (15) days beyond the day of issuance for all other items. A complete inspection shall be performed on any vehicle which has an expired rejection inspection sheet.

(6) An non-refundable administrative fee of twenty dollars ($20.00) shall be charged for each initial inspection, or reinspection after the rejecting inspection sheet has expired.

(7) A non-refundable fee of five dollars ($5.00) shall be made for each reinspection of a vehicle previously rejected if such vehicle is submitted for reinspection within the validity period stated on the rejecting inspection sheet.

(8) Nontransferable inspection stickers shall be issued for each taxicab upon successful completion of the required inspection. Stickers shall be affixed to the rear bumper of the taxicab after issuance.

(9) A valid inspection sticker may be replaced, for a non-refundable fee of two dollars ($2.00), on a taxicab upon a viewing of the taxicab by the city’s taxicab inspector in the event an inspection sticker is stolen or becomes damaged so as to be illegible.

2. That this ordinance shall be in effect on and after the date of its adoption, January 22, 2019.
H. Appropriations

**ACTION:** A REQUEST FOR A MOTION OF CITY COUNCIL TO APPROVE AS A BLOCK THE FOLLOWING APPROPRIATIONS.

1. Newport News Public Schools (NNPS) – General Obligation Bond Fund: HVAC Replacement (Jenkins Elementary and Hilton Elementary Schools) and Facility Renovation and Improvement (Lee Hall Elementary School Roof Replacement) - $6,395,578
H. Appropriations

1. Newport News Public Schools (NNPS) - General Obligation Bond Fund: HVAC Replacement (Jenkins Elementary and Hilton Elementary Schools) and Facility Renovation and Improvement (Lee Hall Elementary School Roof Replacement) - $6,395,578

**ACTION:**

A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $6,395,578 FROM THE GENERAL OBLIGATION BOND FUND TO NEWPORT NEWS PUBLIC SCHOOLS (NNPS) FOR HVAC REPLACEMENTS AT JENKINS ELEMENTARY AND HILTON ELEMENTARY SCHOOLS AND FOR FACILITY RENOVATION AND IMPROVEMENT FOR A ROOF REPLACEMENT AT LEE HALL ELEMENTARY SCHOOL.

**BACKGROUND:**

- This appropriation will allow the Schools Division to proceed with projects related to the adopted FY 2019 Capital Improvement Plan using the unappropriated balance of the FY 2018 Bond Authorization.

**FISCAL IMPACT:**

- N/A

**ATTACHMENTS:**

* Description
  Memo to HCC re NNPS FY 2019 Capital Projects 1.16.19
  Appropriation NNPS FY 2019 CIP Projects
CITY OF NEWPORT NEWS
OFFICE OF THE CITY MANAGER

January 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Newport News Public School – FY 2019 Capital Projects Appropriation

As you know, City Council is currently considering the FY 2020 Capital Improvements Plan (CIP). As part of the larger discussion of aligning capital projects to support citywide strategic concepts, the FY 2019 Bond Authorization has not been finalized.

In the FY 2019 Adopted CIP, there is a total of $9,660,360 in projects for the Newport News Public Schools (NNPS). This amount is comprised of the Jenkins and Hilton Elementary School HVAC projects ($5,483,363), for general Facility Renovation and Improvements ($1,376,997) and for the Huntington Middle Schools project ($2,800,000).

In order to facilitate the construction projects in a timeframe that affords the least disruption to school operations at the facilities, it is requested that three of the school’s FY 2019 capital projects (two HVAC replacements and general facility renovation and improvements) be appropriated at this time. The funds will be allocated for the schools from the current balance of the FY 2018 Bond Authorization.

There is a total amount of $6,395,578 in the FY 2018 Bond Authorization balance yet to be appropriated. While the remaining balance of the FY 2018 Bond Authorization does not fund all three (3) School project amounts in their entirety, it provides the majority of the funds for the FY 2019 School projects. At this time, this will be the sole request to appropriate FY 2019 capital projects in advance of the FY 2019 Bond Authorization. The net amount of funding available to NNPS from this appropriation will total $6,395,578, as shown in the table below.
The Honorable City Council  
NNPS FY 2019 CIP Project Appropriation  
January 16, 2019

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>HVAC Replacement - Jenkins, Hilton Elementary Schools</td>
<td>$5,483,363</td>
</tr>
<tr>
<td>Facility Renovation and Improvement</td>
<td>$1,376,997</td>
</tr>
<tr>
<td><strong>Total Appropriation</strong></td>
<td><strong>$6,860,360</strong></td>
</tr>
<tr>
<td>FY 2018 Bond Authorization Balance</td>
<td>-$6,395,578</td>
</tr>
<tr>
<td><strong>Difference from FY 2019 Schools CIP Projects</strong></td>
<td><strong>$464,782</strong></td>
</tr>
</tbody>
</table>

I recommend approval.

Cynthia D. Rohlf

CC: Lisa J. Cipriano, Director, Department of Budget & Evaluation
RESOLUTION NO. ____________

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED TO HVAC REPLACEMENTS- JENKINS AND HILTON AND FACILITY RENOVATION AND IMPROVEMENT.

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 HVAC Replacements - Jenkins and Hilton and Facility Renovation and Improvement, as follows:

Appropriation From:

Bonds Authorized and Unissued
4104-000-70-7000-579000-000000-2018-00000-00000 $ 6,395,578.00

Appropriation To:

HVAC Replacements - Jenkins and Hilton
4104-650-70-700H-579519-000000-2018-00000-H4002 $ 5,483,363.00

Facility Renovation and Improvement
**I.** Citizen Comments on Matters germane to the Business of City Council

**J.** Old Business, New Business and Councilmember Comments

City Manager
City Attorney
City Clerk

Price
Scott
Vick
Woodbury
Cherry
Harris
Jenkins

**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.”*