AGENDA

NEWPORT NEWS CITY COUNCIL
REGULAR CITY COUNCIL MEETING

FEBRUARY 12, 2019

City Council Chambers

7:00 p.m.

A. Call to Order

B. Invocation
   • Rev. Emerson Boyer, Ivy Baptist Church

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

D. Presentations - None

E. Public Hearings
   1. Ordinance 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 the New Service Center for Operations and Transportation (SCOT) Facilities.
   2. Ordinance 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 the New Service Center for Operations and Transportation (SCOT) Facilities
   3. Ordinance Authorizing the City Manager to Execute All Necessary Documents to Convey a City-Owned Property Located at 711 21st Street to the Newport News Redevelopment and Housing Authority (NRRHA)
   4. Ordinance Authorizing and Directing the City Manager to Execute Any and All Documents Necessary to Execute Lease Agreement By and Between the City of Newport News, Virginia and B-52 Smokehouse BBQ and Lounge, LLC

F. Consent Agenda
1. Minutes of the Work Session of January 22, 2019
2. Minutes of the Joint Work Session of the Newport News City Council and the Newport News School Board of January 22, 2019
3. Minutes of the Regular Meeting of January 22, 2019
4. Resolution in Memoriam: Kwamie Lassiter

G. Other City Council Actions
   1. Resolution Authorizing and Directing the City Manager to Execute Any and All Documents Necessary to Execute an Updated and Renewed Hazardous Materials Response Team Agreement between the City and the Virginia Department of Emergency Management.
   2. Ordinance Amending and Reordaining City Code Chapter 16, Fire Prevention and Protection; Article IV., Sections 16-41 Through 16-45, as Required By Updates to the Statewide Fire Prevention Code (§ 27-94 ET SEQ.) and the Uniform Statewide Building Code (§ 36-97 ET SEQ.)

H. Appropriations
   1. Newport News Police Department (NNPD) - Criminal Justice Training Academy Fees: Specialized Training and Equipment Purchase - $100,000

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

J. *New Business and Councilmember Comments
   1. City Manager
   2. City Attorney
   3. City Clerk
   4. Scott
   5. Vick
   6. Woodbury
   7. Cherry
   8. Harris
   9. Jenkins
   10. Price

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. Emerson Boyer, Ivy Baptist Church

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

D. Presentations
E. Public Hearings

1. Ordinance 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 the New Service Center for Operations and Transportation (SCOT) Facilities.

**ACTIONS:**
A REQUEST TO ADOPT AN ORDINANCE GRANTING A UTILITY EASEMENT LOCATED ON A PORTION OF CITY-OWNED PROPERTY LOCATED AT 690 TURNBERRY BOULEVARD FOR THE INSTALLATION OF UNDERGROUND ELECTRICAL CIRCUITS TO FACILITATE CONSTRUCTION OF THE NEW SERVICE CENTER FOR OPERATIONS AND TRANSPORTATION (SCOT) FACILITIES.

**BACKGROUND:**
- At its January 22, 2019 meeting, City Council received and opened bids in response to a request for utility easements on a portion of City-owned parcels located at 690 Turnberry Boulevard.
- The easement is needed to enable installation of underground electrical circuits for the new Service Center for Operations and Transportation (SCOT) facilities.
- The successful bidder for the easement on each parcel was Virginia Power Company (d/b/a Dominion Energy Virginia).
- The City Manager recommends approval.

**FISCAL IMPACT:**
- N/A

**ATTACHMENTS:**
Description
Memo to HCC re Utility Easement 690 Turnberry Blvd
Ordinance 690 Turnberry Blvd - Attachment 1
Ordinance 690 Turnberry Blvd - Attachment 3
sdm16687 Authorizing Deed of Easement - 690 Turnberry Blvd
TO: The Honorable City Council

FROM: City Manager

SUBJECT: Award of Utility Easement Over City-Owned Parcels

As you are aware, a request was received to grant utility easements on portions of City-owned parcels located at 690 Turnberry Boulevard and 12601 McManus Boulevard, as shown on the attached Plat Numbers 22-18-0038 and 22-18-0040 and map.

The proposed non-exclusive utility easements will enable installation of new underground electrical circuits in order to facilitate construction of new Service Center for Operations and Transportation (SCOT) facilities on the parcels. City Council received and opened bids for the easements at its January 22, 2018 meeting. Dominion Energy Virginia was the successful bidder in that process for both easements.

The required public hearing on the adoption of ordinances authorizing the execution of Deed of Easement documents to the successful bidder was advertised for your February 12, 2018 City Council meeting. I recommend Council adopt the Ordinances, authorizing execution of the necessary Deed of Easement documents between the City and Dominion Energy Virginia for a utility easement on a portion of the City-owned parcel at 690 Turnberry Boulevard and a utility easement on a portion of the City-owned parcel at 12601 McManus Boulevard, in support of the important relocation of SCOT facilities.

Cynthia D. Rohlf

CDR: mej

Attachments (3)

cc: Everett P. Skipper, Director, Department of Engineering
    Florence G. Kingston, Director, Department of Development
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 VIRGINIA ELECTRIC AND POWER COMPANY, D/B/A DOMINION ENERGY VIRGINIA, 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 Virginia Electric and Power Company, d/b/a Dominion Energy Virginia, 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 VIRGINIA ELECTRIC AND POWER COMPANY, D/B/A DOMINION ENERGY VIRGINIA, 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: ________________________________

APPROVED AS TO FORM:

By: ________________________________
    City Attorney

By: ________________________________
    City Clerk

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 1010000203
AC 14.6

N/F
CITY OF NEWPORT NEWS
PID 100000220
AC 14.06

15' UNDERGROUND EASEMENT
+/-195'
+/-235'
+/-60'

N/F
LB LAND COMPANY LLC
PID 1010000207
AC 22.4540

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

District
Eastern

Scale
NTS

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

Office
Peninsula

Plot Number
22–18–0038

Estimate Number
10157883

Grid Number
M2330

PLAT TO ACCOMPANY UG
DEED OF EASEMENT

DATE 07.16.2018
BY
OWNER INITIALS

Page ___ of ___
E. Public Hearings

2. Ordinance 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 the New Service Center for Operations and Transportation (SCOT) Facilities

**ACTION:**

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

**BACKGROUND:**

- At its January 22, 2019 meeting, City Council received and opened bids in response to a request for utility easements on a portion of City-owned parcels located at 12601 McManus Boulevard.

- The easements are needed to enable installation of underground electrical circuits for the new Service Center for Operations and Transportation (SCOT) facilities.

- The successful bidder for the easement on each parcel was Virginia Power Company (d/b/a Dominion Energy Virginia).

- The City Manager recommends approval.

**FISCAL IMPACT:**

- N/A

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memo to HCC re Utility Easement 12601 McManus Blvd</td>
</tr>
<tr>
<td>Attachment 2: 12601 McManus Plat to accompany ROW agreement</td>
</tr>
<tr>
<td>Attachment 3: Aerial of Proposed Utility Easement</td>
</tr>
<tr>
<td>sdm16683 Authorizing Deed of Easement - 12601 McManus Blvd</td>
</tr>
</tbody>
</table>
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

February 6, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Award of Utility Easement Over City-Owned Parcels

As you are aware, a request was received to grant utility easements on portions of City-owned parcels located at 690 Turnberry Boulevard and 12601 McManus Boulevard, as shown on the attached Plat Numbers 22-18-0038 and 22-18-0040 and map.

The proposed non-exclusive utility easements will enable installation of new underground electrical circuits in order to facilitate construction of new Service Center for Operations and Transportation (SCOT) facilities on the parcels. City Council received and opened bids for the easements at its January 22, 2018 meeting. Dominion Energy Virginia was the successful bidder in that process for both easements.

The required public hearing on the adoption of ordinances authorizing the execution of Deed of Easement documents to the successful bidder was advertised for your February 12, 2018 City Council meeting. I recommend Council adopt the Ordinances, authorizing execution of the necessary Deed of Easement documents between the City and Dominion Energy Virginia for a utility easement on a portion of the City-owned parcel at 690 Turnberry Boulevard and a utility easement on a portion of the City-owned parcel at 12601 McManus Boulevard, in support of the important relocation of SCOT facilities.

Cynthia D. Rohlf

CDR: mej

Attachments (3)

cc: Everett P. Skipper, Director, Department of Engineering
    Florence G. Kingston, Director, Department of Development
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 VIRGINIA ELECTRIC AND POWER COMPANY, D/B/A DOMINION ENERGY VIRGINIA, 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 Virginia Electric and Power Company, d/b/a Dominion Energy Virginia, 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  

Consideration: $0  


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

Title Insurance: Unknown

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 VIRGINIA ELECTRIC AND POWER COMPANY, D/B/A DOMINION ENERGY VIRGINIA, 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:

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.

TURNBERRY BLVD

+/-125'

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 Easement 15' in Width.
— Indicates Property Line is Easement Boundary 15' in Width.

District
Eastern

Scale
NTS

DEED OF EASEMENT

PLAT TO ACCOMPANY
UG

DATE 05.14.2018
BY

OWNER INITIALS ____________
E. Public Hearings

3. Ordinance Authorizing the City Manager to Execute All Necessary Documents to Convey a City-Owned Property Located at 711 21st 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 711 21ST 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:**
- Memo to HCC re Conveyance of 711 21st St
- sdm16743 Authorizing Conveyance of 711 21st St and 713 21st St to NNRHA
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

February 6, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Conveyance of 711 21st Street to NNRHA

Consistent with the Choice Neighborhood Initiative as well as the City’s ongoing efforts to encourage single-family residential development within the Southeast Community, the City plans to convey one (1) city-owned vacant lot, 711 21st Street, to the Newport News Redevelopment and Housing Authority (NNRHA).

Once conveyed, NNRHA has agreed to transfer the property to Habitat for Humanity Peninsula and Greater Williamsburg. The lot is planned as one of several future Habitat home locations within the Choice Neighborhood with construction beginning this spring.

I recommend approval.

[Signature]

Cynthia D. Rohlf

CDR:epm
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 conveyances.

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 properties 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>312.0204-65</td>
<td>711 21st Street</td>
<td>Lot 32, Block 16</td>
</tr>
<tr>
<td>312.0204-64</td>
<td>713 21st Street</td>
<td>Lot 31, Block 16</td>
</tr>
</tbody>
</table>

2. That the documents necessary to implement the property conveyances 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, February 12, 2019.
E. Public Hearings

4. Ordinance Authorizing and Directing the City Manager to Execute Any and All Documents Necessary to Execute Lease Agreement By and Between the City of Newport News, Virginia and B-52 Smokehouse BBQ and Lounge, LLC

**ACTION:**
A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND B-52 SMOKEHOUSE AND LOUNGE, LLC, TO OPERATE THE CONCESSION STAND AT THE HUNTINGTON PARK BEACH.

**BACKGROUND:**
- The City periodically leases the concession stand at Huntington Park Beach (HPB) for the convenience of park visitors.
- The City solicited Request for Proposals (RFP) in the fall of 2018 to provide this service.
- One responsive proposal was received from B-52 Smokehouse and Lounge, LLC.

**FISCAL IMPACT:**
- Rent will be $300 per month plus five percent (5%) of gross sales during the months the concession stand is open.
- The City Manager recommends approval.

**ATTACHMENTS:**
Description
Memo to HCC re Huntington Park Concession 2.6.19
sdm16733 Authorizing re Lease between City and B-52 Smokehouse BBQ & Lounge
TO: The Honorable City Council
FROM: City Manager
SUBJECT: Huntington Park Concession Stand Lease Recommendation

The City sent out a Request for Proposals (RFP) solicitation to operate the concession stand located at Huntington Park beach. Only one proposal was received - a proposal from B52 Smokehouse and Lounge LLC. They currently operate B52 Smokehouse on Armistead Avenue in Hampton.

After reviewing the proposal and meeting with the owners, staff is recommending that the City enter into a lease agreement beginning in the spring of 2019 with B52 Smokehouse and Lounge LLC, under the following terms:

- An initial 36 month contract with an option to renew for two additional one year periods.
- Rent will be $300 per month plus five percent (5%) of gross sales, for a minimum of five months (April-October). They will have the option to extend their season beyond the five months if desired (note: the rent and percentage of sales is comparable to past leases at this facility).

I recommend approval.

Cynthia D. Rohlf

CDR: MDP
Attachment
cc: Michael D. Poplawski, Director, Department of Parks and Recreation
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 AGREEMENT OF LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND B-52 SMOKEHOUSE BBQ & LOUNGE, LLC, DATED THE 12TH DAY OF FEBRUARY, 2019.

WHEREAS, the City Manager has recommended that the City of Newport News (the “City”) lease space at the Huntington Park Beach Lifeguard Station located at 9285 Warwick Boulevard for the operation of a concession stand (the “Project”); and

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

WHEREAS, the City Manager has recommended to the City Council that a lease for this Project be awarded to B-52 Smokehouse BBQ & Lounge, LLC.

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 Agreement of Lease by and between the City of Newport News, Virginia, and B-52 Smokehouse BBQ & Lounge, LLC, dated the 12th day of February, 2019, a copy of which is attached hereto and made a part hereof.

2. That this ordinance shall be in effect on and after the date of its adoption, February 12, 2019.
THIS AGREEMENT OF LEASE, made this 12th day of February, 2019, by and between the CITY OF NEWPORT NEWS, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, (hereinafter called “City”), and B-52 SMOKEHOUSE BBQ & LOUNGE, LLC, a Virginia limited liability company (hereinafter called “Lessee”).

WITNESSETH: That for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Leased Premises. City hereby leases and demises unto Lessee and Lessee hereby leases from City, a concession stand containing 640 square feet of operating space inside the Huntington Park Lifeguard Station building located at Huntington Park Beach, 9285 Warwick Boulevard, Newport News, Virginia.

2. Term. The initial term of this Lease shall be for the period commencing on March 1, 2019 and terminating on February 28, 2022, unless sooner terminated as provided herein. At the termination of the initial term of this Lease, the Newport News City Manager, in her sole discretion, may renew this Lease at the request of Lessee for no more than two (2) additional successive one (1) year terms. In no event shall this Lease extend beyond February 29, 2024.

3. Definition of "Term" and "Lease Year". Except where the context clearly requires otherwise, the word "term", whenever used in this Lease with reference to the term hereof, shall be construed to include any renewal term, as well as the original term. The words "Lease year," as used in this Lease, shall be construed to mean each twelve (12) month period commencing on the commencement of the term; provided, however, that the period of the term in which the Lease terminates shall be deemed to be a Lease year even if comprises less than twelve months.

4. Rent. Lessee covenants to pay all rents described below to City at the Department of Parks, Recreation and Tourism, Fountain Plaza Two, 700 Town Center Drive, Suite 320, Newport
News, Virginia, 23606, or to any other location requested by City in writing, without right of offset, and without prior demand therefor being made:

a. **Minimum rent.** Lessee shall pay annually to City for the use and occupancy of the leased premises the minimum sum of One Thousand Five Hundred and No/100 Dollars ($1,500.00) payable in equal monthly installments of Three Hundred and No/100 Dollars ($300.00) per month for the months of May through September, inclusive, of each Lease year (the "minimum rent"). Rent payments shall be due and payable in monthly installments, in advance, on or before the fifth (5th) day of each month. Should Lessee choose to have hours of operation at the leased premises in any month from October through April, inclusive, it shall pay to City Three Hundred and No/100 Dollars ($300.00) per month, in advance, on or before the fifth (5th) day of each month, for any such month, or portion thereof, in which it operates.

b. **Monthly additional rent.** In addition to the minimum rent, Lessee shall pay to City as additional rent, five percent (5%) of Lessee’s gross sales from the leased premises, for every month, or portion thereof, in which Lessee operates at the leased premises (hereinafter “monthly additional rent”). Such additional rent payments shall be due and payable in monthly installments on or before the fifteenth (15th) day of each following month.

c. **Gross Sales Defined.** The term "gross sales," as used in this Lease, means the amount of all sales, whether cash, credit, or C.O.D., of whatever character (including, but not being limited to, merchandise and service of all kinds and nature) made in, on, from or through the leased premises (including sales made from or through vending machines) by Lessee or any other occupant of the leased premises, less: (a) all credits, refunds, allowances and discounts granted to customers in respect of said sales and (b) all excise or sales taxes, if any, which are levied or
imposed by governmental authority upon or in connection with said sales, if a specific record of such
taxes is made at the time of each sale and said taxes are separately charged to and collected by Lessee
from its customers. Lessee covenants and agrees not to divert sales, directly or indirectly, from the
leased premises to any other place of business.

d. **Access to records.** City shall be provided access to Lessee's sales records in
order to verify the monthly additional rent. Records shall be maintained for the entire period of the
Lease, including any extensions. Complete copies of the sales records shall be provided to City for
audit at the end of each Lease year and at termination of the Lease. These records shall become the
property of City.

5. **Late Payments.** Lessee covenants and agrees to pay a late payment charge of 10%
on all rents (including minimum rent and monthly additional rent) and all other sums due under this
Lease, if they are not paid by the fifteenth day of each month, City expressly reserving all other rights
and remedies provided herein or by law in respect thereto. All unpaid rents and sums due under this
Lease, including late payment charges, shall bear interest, from the date such sums become due and
payable to the date of payment thereof, at an annual rate of ten percent (10%). Lessee further agrees
to pay (or to reimburse City promptly if City elects to pay) any and all attorney's fees and court costs
incurred in connection with the collection of delinquent rents and/or any enforcement of any Lease
provisions due City under this Lease.

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

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

8. **Cancellation.** Either party may cancel this Lease without cause, with ninety (90) days written notice prior to the first day of January of each year. City reserves all other rights and remedies allowed under law.

9. **Indemnification and Insurance.** Lessee shall defend, indemnify and same harmless City from any and all losses and claims of damage to property and bodily injury or death to any person or persons, which may arise out of, or be caused by, the use and maintenance of said property by Lessee. In addition, Lessee agrees to obtain and continually keep in force a general liability insurance policy with a company qualified to do business in the Commonwealth of Virginia and to have City named, at no cost to the City, as an additional insured thereon. The policy shall at least provide the following coverage:

a. Bodily injury or death to any person or persons - $1,000,000; and

b. Physical damage to property - $500,000.

Evidence of such insurance coverage and a copy of the additional insured endorsement, including renewals thereof, shall be provided to City and approved by the Newport News City Attorney, or his
designee.

10. **Permitted Use.** The leased premises shall be used only for the following activities and under the following conditions. No other activities or uses are permitted without the prior written consent of City:

a. Lessee shall sell hot and cold food, beverages and other sundry items from an indoor concession stand, in accordance with Lessee’s response to City’s Request for Proposals (RFP #18-3480-602).

b. Lessee shall remove all inventory of food and beverages at the termination of this Lease.

c. The minimum hours of operation shall be 11:00 a.m. to 6:00 p.m., seven (7) days a week, from Memorial Day through Labor Day, and on the weekends (Saturday and Sunday) between May 1 and Memorial Day and between Labor Day and September 30. Additional hours may be added at the discretion of Lessee. City’s Director of Parks, Recreation & Tourism may, in his sole discretion, approve Lessee’s advance request to reduce the hours of operation on a day-by-day basis for good cause shown by Lessee.

d. Lessee shall have the exclusive right to operate the concession stand at the Huntington Park Lifeguard Station during the term of this Lease and any renewals thereof. No business shall be conducted outside the leased premises without the prior written approval of the City’s Director of Parks, Recreation & Tourism. Lessee shall be permitted to park a vehicle at the Huntington Park Lifeguard Station for purposes of preparing food to be sold from the concession stand, provided Lessee operates said vehicle in accordance with all applicable state and local laws and regulations. Lessee shall not vend from said vehicle.
e. Lessee shall also be responsible for the upkeep of the premises to include daily clean-up of the beach in the immediate vicinity of the concession stand, cleaning of two rest rooms during concession operation hours and cleaning the concession area. This shall include picking up trash, emptying trash receptacles, cleaning rest room floors and fixtures and restocking paper supplies in the rest rooms.

f. Lessee shall arrange for adequate trash containers and regular pick-up and removal of trash and garbage.

g. Lessee shall comply with all laws, rules, and regulations of the City, State and Federal governments as they pertain to the operation of the concession stand.

h. The serving of alcoholic beverages is prohibited. Such beverages may not be sold for on or off premises consumption.

i. All improvements to the building, including installation of large appliances, shall become the property of City at the termination of this Lease without any compensation therefore being due from City to Lessee.

j. City shall repair, as needed, the exterior of the building and the rest rooms.

k. City staff will open, close, and clean rest room facilities during non-operational hours of the concession. All paper supplies for the rest rooms will be furnished by City.

11. **Taxes and Fees.** Lessee covenants and agrees to pay all licenses, fees and taxes for the conduct of its business on the leased premises, and will not use or employ the said leased premises or any part thereof for any purpose or in any manner which might be construed as a nuisance or contrary to law. Lessee covenants and agrees to pay all taxes and assessments levied and assessed upon the leasehold. Lessee's personal property necessary for the conduct of its business at
the leased premises shall be registered or scheduled in the City of Newport News, Virginia, for property tax assessment purposes.

12. **Right of Entry.** The Lessee shall allow City access to the leased premises at any reasonable time, to examine or to make repairs, additions, or alternations to the premises. Additionally, City's Park Rangers and other designated representatives shall have the right to enter onto the leased premises during reasonable business hours for the purpose of ensuring that Lessee is complying with applicable laws and the terms of this Lease.

13. **Utilities.** City shall make all provisions for all utility services consumed at the leased premises, including, but not limited to, electricity, gas, water and sewage. However, if subsequent to the commencement of this Lease, any such utility service shall be separately metered to serve only the leased premises, then and thereafter, Lessee shall be responsible for the provisions of and payment for such utility service.

14. **No Waiver.** The failure of City, at any time, to require performance by Lessee of any provision hereof shall in no way affect the right of City thereafter to enforce the same. Nor shall the waiver by City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

15. **Surrender of Premises.** At the end of this Lease, Lessee shall return the property to City in the same condition as when the property was first leased to Lessee, except for ordinary wear and tear incidental to the use of the property.

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

17. **Condemnation.** In the event that the whole of the leased premises are taken by the exercise of the power of eminent domain (or sold to the holder of such power, pursuant to a threatened taking) this Lease shall terminate as of the date of such taking. In the event any portion of the leased premises, are taken by the exercise of the power of eminent domain (or sold to the holder of such power, pursuant to a threatened taking), this Lease may, at the option of City or Lessee, be terminated by written notice given to the other within sixty (60) days after such taking or sale occurs. Lessee shall have no right in or to the proceeds of any award made in any such condemnation.

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

19. **Notices.** Any notice herein provided or to be given to City shall be deemed to be given if and when posted in United States certified mail, postage prepaid, addressed to Director of Parks, Recreation & Tourism, 700 Town Center Drive, Suite 320, Newport News, Virginia 23606,
with a copy to the Purchasing Agent, 2400 Washington Avenue, Newport News, Virginia 23607-4300, and any notice herein provided for to be given to Lessee shall be deemed to be given if and when posted in United States certified mail, addressed to Lessee at B-52 Smokehouse BBQ & Lounge, 2710 N. Armistead Ave, Suite D, Hampton, Virginia 23666. Personal delivery may be used in lieu of mailing. Either party may change its address for notices herein by providing written notice of such change of address to the other party.

20. Entire Agreement. This Lease represents the entire agreement between City and Lessee and supersedes all prior negotiations, representations or agreements, either written or oral. This Lease may be amended only by written instrument signed by both City and Lessee.

IN WITNESS WHEREOF, City and Lessee have executed this Lease as of the day first above written.

[Signature Page Follows]
LESSOR: CITY OF NEWPORT NEWS, VIRGINIA,

By: ____________________________
   City Manager

ATTEST:

By: ____________________________
   City Clerk

APPROVED AS TO FORM:

By: ____________________________
   City Attorney

LESSEE: B-52 SMOKEHOUSE BBQ & LOUNGE, LLC

By: ____________________________
   Avery Brooks, its Manager/Member
F. Consent Agenda

1. Minutes of the Work Session of January 22, 2019

   ACTION:    • N/A

   BACKGROUND: • N/A

   FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Minutes of the Work Session of January 22, 2019
MINUTES OF WORK SESSION
OF THE NEWPORT NEWS CITY COUNCIL
AND THE NEWPORT NEWS SCHOOL BOARD
HELD IN THE DOWNING-GROSS CULTURAL ARTS CENTER – BANQUET ROOM
12410 WICKHAM AVENUE
January 22, 2019
2:55 p.m.

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

ABSENT: 

OTHERS PRESENT: Cynthia Rohlf; Collins L. Owens; Mabel Washington Jenkins; Joye
Thompkins; Darlene Bradberry; Shelia McAllister; Lisa Cipriano; Cory Cloud; Constantinos
Velissarios; Maria Abilar; Susan Goodwin; Florence Kingston; Venerria Thomas; Everett Skipper;
Louis Martinez; Frank James; Sonia Alcantara-Antoine; Chief Steve Drew; Janice Roach; Jeffrey
Nelson; MaRhonda Echols; Dale Goode; Erica Woods-Warrior; Mike Nichols; Alan Archer;
David Freeman; Kim Lee; Eoghan Miller; Clara O’Connell; Joye Thompkins; Zina Middleton;
and Josh Reyes

I. Bond Sale Update

City Manager Rohlf stated she wanted to share the good news pertaining to the
City’s bond ratings. She introduced Ms. Lisa Cipriano, Director, Department of Budget &
Evaluation, to share information on the Bond Sale (a copy of the presentation, “Bond Sale”, is
attached and made a part of these minutes).

Ms. Cipriano stated “The Good News” was that Moody’s affirmed that the City’s
General Obligation Bond rating was Aa1, and the S&P rating was AA+. She noted with S&P the
City had an outlook that was rated as stable, and had gotten an indication that the City would be
upgraded from stable to positive. The rating would last two years, provided no down turns in the
economy.

Ms. Cipriano advised the City’s General Obligation Bond issue:

- Sale of $85,795 million of new money
  - January 15, 2019
  - A Competitive Sale, 20-Year Bonds (General CIP Projects and Fourth
    Parking faculty Infrastructure)
- High Attention to this sale
  - 12 Bidders – highest ever
- True Interest Cost (TIC) – 2.9515%
- Premium of $7,656,995

Ms. Cipriano noted comparison to the last City General Obligation Bond:

- Last Bond Sale – May 2017
- Sold $59.455 million
- Competitive Bond Sale, 20-year bonds
- 8 Bidders
- True Interest Cost (TIC) – 2.6021%
- Premium - $7,415,896

Ms. Cipriano noted what the Bond rating agencies said about the City’s General Obligation Bond debt:

- Moody’s
  - Strengths
    - Sizeable and Growing Tax Base, Stable Military Presence
    - Strong Financial Management, Stable Multi-year Reserves
  - Challenges
    - Resident income below other Aa1 cities nationally
    - Elevated debt and pension burden compared to other median Aa1 cities

- S&P
  - Strengths
    - Very strong management, strong financial policies and practices
    - Very strong budgetary performance, flexibility and liquidity
    - Strong debt and contingent liability
  - Challenges
    - Improve increased income and wealth levels
    - Some economic concentration in federal and manufacturing sectors, with minor negative impact
Ms. Cipriano advised that the City's Financial Manager watched the markets very closely. She stated the sales would be postponed should anything change. Staff did not anticipate any problems with the sales.

Councilwoman Cherry inquired of comparable which Cities “below resident income” was and their population. This appeared to be a challenge for the City each time there was a bond rating. She stated, if the City was not moving beyond this same challenge, it may eventually cause a problem. Ms. Cipriano replied that the rating agencies compared the City to the State of Virginia and other localities with the same type of ratings. She advised that the City of Norfolk would go to the bond market the week of January 28, 2019. She indicated S&P ranked their score card at 82%, the City needed to get an 85% or higher to be more positive on the income loan to get to the next rating. Councilwoman Cherry questioned the score card for Moody’s. Ms. Cipriano replied Moody’s did not have a range. Councilwoman Cherry stated she was glad the City did well, but every time the City received a report, the challenges remained the same of “resident income below” other Aa1 cities. And if size did not matter; how one managed its finances was the true key to the ratings.

City Manager Rohlf advised that the City was upfront with the bond agencies about what was going on in the Southeast Community, redevelopment, CNI projects, revitalization, and investment efforts. Those were the type of items the bond agencies were looking at and they were pleased that the City made that information known. She stated there were other influencing factors, there were things that needed to be done in the City and community to ensure those numbers changed. Vice Mayor Vick indicated she was surprised that the City of Newport News, with a population of 180,000, was compared to the City of Norfolk whose population was 230,000. Ms. Cipriano replied that was how they created the score card, regardless of the population, the rating was also based credit. City Manager Rohlf replied it was not based on population but based on cities in the same categories and with other cities with the same rating. Ms. Cipriano shared the difference between the City of Newport News and the City of Norfolk was that Norfolk was AA+ and the Newport News was at AA Stable.

II. Youth & Gang Program Briefing

City Manager Rohlf introduced Mr. Alan Archer, Assistant City Manager, to provide an overview of the Comprehensive Strategic Plan for Violence Prevention and Response (a copy of the presentation, “Building Better Futures, City of Newport News Youth and Gang Violence Prevention Initiative 2019 - 2021”, is attached and made a part of these minutes).

Mr. Archer shared that in FY 2014, the City Council dedicated $1.1 million in local general fund tax dollars to fund the Youth and Gang Violence Prevention Initiative to
prevent further gang involvement and other at-risk behavior for youth and young adults between 16 and 24 years of age. The National Gang Center provided initial technical support to help the City identify and implement best practices to start-up the Office on Youth and Gang Violence Prevention.

Mr. Archer advised as part of this initiative which was known today as Building Better Futures, juvenile justice, public safety agencies, and stakeholders discussed intervention strategies to engage the youth and young adult population. The agencies involved included representatives from Youth and Gang Violence Prevention, Police, Department of Juvenile Services, Human Services, Court Services, Sheriff’s Office, Commonwealth Attorney’s Office, Adult Probation, and Newport News Public Schools.

Mr. Archer noted during subsequent years, a growing emphasis was placed on providing summer employment opportunities for youth and young adults through the Summer Training and Enrichment Program (STEP). The STEP program received recognition by Federal and State Legislators, the Virginia Municipal League, and the Peninsula Workforce Development Board.

Mr. Archer indicated, as the City Manager’s Office looked forward to enhance the work the City began five-years ago, the City understood it was necessary to re-engage stakeholders and the community in a new comprehensive strategic planning process to reduce community violence.

Mr. Archer stated in accordance with public procurement, Carrington Consulting, LLC, was selected through a competitive Request for Proposal (RFP) process and retained on March 6, 2018, to lead a strategic planning engagement with technical support from Cities United.

Mr. Archer advised, over a six-month period of time, the Strategic Planning Steering Committee participated in structured exercises to construct a collaborative blueprint for change. The meetings, included cursory reviews of organizational capacity and agency culture, a preliminary environmental scan, the collection of primary qualitative data, and strategy sessions with City representatives and stakeholders. In addition to the meetings previously mentioned, Carrington Consulting, LLC continued as follows:

- Engaged over 200 community stakeholders to address strategies to prevent violence in the City of Newport News.

- Held 3 citywide meetings, 2 public community meetings, 6 stakeholder planning meetings, 5 agency-specific field interviews, and 18 focus groups.
Mr. Archer shared results, the Comprehensive Strategic Plan for Violence Prevention and Response positioned the City to be widely recognized as one of the safest and most livable cities in the state. This would be accomplished as follows:

- Realigning the City’s organizational structure that included the Street Outreach Team under the newly established Community and Youth Outreach Division in the Newport News Police Department.

- Improving the quality of life for youth and families in the City of Newport News by aligning 6 strategic goals with the Prevention, Intervention, Enforcement, and Reentry Model.

- Focusing violence reduction activates in neighborhoods where crime remains a problem. Those neighborhoods included Ridley Circle, Marshall Courts, and Courthouse/Beechmont areas.

Mr. Archer shared the new vision of Building Better Futures was to inspire hope and improve the quality of life for youth and families in the City of Newport News. He stated most importantly, this vision transitioned the City’s existing program-oriented framework to a systemic prioritization of violence reduction activities in which sustainable collaboration occurred across agencies to provide greater accountability and focus through the use of performance metrics.

Mr. Archer noted the City’s objective was to review the “draft plan” with City Council and respond to any questions prior to implementation. He introduced the presenters, Dr. Erica Woods-Warrior with Carrington Consulting, LLC and Newport News Chief of Police Steve Drew.

Dr. Woods-Warrior advised that some of the challenges of community violence in Newport News were as follows:

- 1 in 28 people were victims to either violent or property crime

- Higher crime rate than 94% of the State of Virginia’s cities and towns

- Best Places (2018) and Movoto (2018) have suggested that Newport News was among the most dangerous places to live in the Commonwealth of Virginia based upon the FBI Uniform Crime Report
When ranking crime on a scale of 1 (low crime score) to 100 (high crime score), Newport News received a violent crime score of 38.2 and property crime score was 44.7.

Chief Drew shared that there had been some restructuring and reorganization within the Police Department. In January – June 2018, there were 16 homicides in the City, and from July – December 2018 there were 8 homicides, which was a 50% decrease. Chief Drew indicated 22 days into January 2019, the City was at a 21% reduction in violent crime. In the month of January 2018 there were 13 shootings, and only two (2) shootings in January 2019 with a lot of momentum moving forward. He advised, with increased Polices presence in the community and transparency, the community was more engaged. There were three (3) targeted areas in the City which included:

1. Ridley Circle
2. Marshall Courts
3. Courthouse Green/Beechmont

Dr. Woods-Warrior indicated that the hope was to focus on the targeted communities and to see a positive impact, and weaving throughout the entire City. It was not about piloting a project but a systemic type episode while touching every age of the City with youth programs and community involvement. The newly established mission of the Building Better Futures Initiative (BBFI) was to reduce violence and inspire hope to improve the quality of life for youth and families in the City of Newport News. BBFI was final integration and branding of once what was known as the Youth and Gang Violence Prevention efforts.

Chief Drew indicated the measures and outcome for BBFI were shown. Implementation began in October 2018, the out staffing presentations with Precinct Captains to understand and gather information on what was happening in the neighborhood, what street, what house, what hotel, what street corner, what convenience store were the problems occurring. Chief Drew noted the high crime rates were in the Ridley Circle, Marshall Courts, and Courthouse Green/Beechmont areas. If Council looked at information and stats from 2018, the same three areas were high crime areas. During the Intel meetings, he wanted to see a decrease in crime in those three areas. He shared that every Thursday the NNPD reviewed crime stats, trends, strategies, and goals. The NNPD had to talk about responsibility, accountability and ownership to ensure everyone was on the same page.

Vice Mayor Vick indicated, while discussing accountability, the biggest piece sounded very small; however, could create dividends and make people responsible. She stated she walked in different neighborhoods in the Southeast Community and those residents in the Ridley Circle and Marshall Courts neighborhoods had not been involved with trash pick-up in their own yards, and she believed that management should encourage residents to keep the property clean.
Just because the residents rent was subsidized did not mean the residents should not be held accountable for the upkeep of the property. She further believed that the Newport News Redevelopment and Housing Authority (NNRHA) had to enforce those rules and be more involved in those communities. Chief Drew agreed. The NNPD would meet with the apartment manager and discussed having Community Days to include different City resource vendor tables, and have hot dogs and hamburgers available, to get residents involved, to discuss issues and concerns and inform residents to take ownership of their community. Building maintenance and management all played a vital role. Chief Drew indicated, conduct a follow up would be done to see what was happening in the neighborhood and whether that community was taking ownership and responsibility of their neighborhood. Everyone needed to take ownership, NNRHA, management, and residents. Vice Mayor Vick shared that over the years, residents complained about getting building maintenance issues resolved, but the maintenance staff was cleaning the property. That taught the residents and young people that you can litter and someone else would be responsible for the clean-up, which sent the wrong message. Councilwoman Scott agreed, but said unfortunately, in a community like Courthouse Green where it was under an association. At first, there was a homeowners association but now a lot of the properties were rentals. Moving forward, the City had to see how to get the community engaged, to try to get the community to want to do something to get involved. Chief Drew replied that was correct, the North Precinct Captain met with a group of five or six residents at Courthouse Green. The North Precinct Captain informed the group that she and Chief Drew would return in two weeks and he expected to see a better turn out. He stated approximately 35 residents showed at the next meeting and had a lot of issues and concerns. He requested that the residents pick three concerns from their list to focus on and at the next monthly meeting, there would be some results. The residents selected three apartments, where one had a mental illness issue that was not being addressed, and two had substance abuse concerns. He explained when the NNPD came back to do the community clean-up, he expected to see those 35 residents to be involved. When people saw community members, they wanted to be involved. When residents saw City agencies, they hoped to see people galvanize, build trust and provide commitment because most people want to see their community better. Councilwoman Scott indicated they did not want to get involved unless others were participating. She stated she was glad that the lighting concerns were being addressed, which was a major complaint along with vehicles blocking turn lanes.

Dr. Woods-Warrior indicated the process began with agency and community stakeholders and so everyone’s voice could be included. There were 104 attendees at the first focus group meeting and 113 attendees at the second focus group meeting, so the engagement was there, people were seeing the urgency of community violence and other community concerns. After meeting with stakeholders, they were challenged to think about what could be done differently. Input and feedback was received from Juvenile Services, the Street Outreach Team, every agency in the City, faith-based leaders, young people and other grassroots and non-profits across the City. Data had been collected; however, there was an absence of quality data needed to
make the process successful. Agencies needed to be able to collect data with the ability to share that data across agencies and know how young people end up once they were adjudicated or show the need for services, so our young people do not fall through the cracks. There were a lot of overlay in services and programs that were provided because agencies did not share the data and services needed by their clients (example: in September/October 2018, students who needed school supplies -- there were 25 City agencies and all of whom should have worked together to be more impactful). She shared the Strategic Planning Process Synopsis:

- BBFI engaged over 200 community stakeholders to address strategies to prevent violence in the City
- Three citywide meetings, two public community meetings, six stakeholder planning meetings, five agency-specific field interviews, and eighteen focus groups were held
- Data was collected from city staff, elected officials, non-profit leaders, business partners faith leaders, inmates, residents, etc.

Dr. Woods-Warrior noted that local data included information on:

- Homicide rates
- Non-violent and violent crime statistics
- Agency profile information
- School retention and graduation rates
- Offender recidivism
- Program completion rates

Dr. Woods-Warrior shared the Governance Structure and noted that the City Manager was at the head in Tier 1 over the Youth and Gang Violence Prevention and Reduction Plan for the City. The Building Better Futures Initiative would be realigned to support the strategic plan goals and would include 3 targeted governance teams:

- A Director/Lead and the BBFI Advisory Team: an individual to guide the collaborative implementation process and a subset of steering team stakeholders
- A BBFI Work Group: a collaborative subset of multi-sector BBFI agency leaders who would exchange crime reduction information on a biweekly basis under the joint guidance of the NNPD and Department of Human Services
- A BBFI Implementation Team to monitor assessment and goal achievement
Councilwoman Cherry inquired about the BBFI Advisory Team and the Steering Team. Dr. Woods-Warrior replied that the Steering Team provided guidance for strategic planning, once the plan was put into place, some of those members would be selected to stay on board in a major role to advise of proper implementation and of the plan itself. The Advisory Team had members from every agency in the City meeting regularly to ensure implementation would happen inside each of the agencies. The Advisory Team consisted of some of the Steering Team included members that consisted of Agency Directors (i.e. Commonwealth Attorney’s Office, Juvenile Services, NNPD, Sheriff’s Office, Newport News Redevelopment and Housing Authority, and other agencies). The Advisory Team also had subcommittees that were necessary moving forward to include a Policy and Procedure Team that would assist with data collection and a Case Management Team to keep track of the young people. The Implementation Team would be on a rolling basis and would serve two-year terms to consist of community members, young people, and others to ensure the objectives were reached.

Mr. Archer made points about the true value of the BBFI structures. The two subcommittees had met to discuss data collection and case management practices and could be added as BBFI moved forward. Ms. Woods-Warrior agreed, as the governance structure was brand new.

Councilwoman Cherry inquired about the Memorandum of Understanding (MOU) created in October 2018, so the interagency organizations were within the City or people/agencies outside the City. She also inquired about the cost. Mr. Archer replied the cost for the Strategic Plan, as present, had not been factored to-date. The MOU was a standard document to provide clarification around the roles that partners on the Steering Committee were asked to play moving the initiative forward. Agency Directors signed off to endorse their support as the City worked through the initial phases of the plan. Councilwoman Cherry indicated moving forward the questions about resources and funding would change. Mr. Archer replied yes, the MOU was to have the support of agencies as the plan moved forward.

Chief Drew shared there were challenges and issues about communication between what the schools, police, and juvenile justice could/could not release on juveniles. The BBFI had to create an atmosphere to eliminate some of those variables. He indicated that BBFI was not asking schools and juvenile justice to give a full report, but needed those agencies at the table and to get an understanding of what information was needed to assist young people who may be in the need of services all were City agencies and could be processed internally. The agencies needed to trust one another; however, because of strict guidelines, information could not be shared and some agencies were overly protective of the information. He noted, until all of the agencies got to a point where they trusted one another, while working for the best interest, those were real barriers. BBFI may not need all of the information, but some of the information was needed to better assist young people (i.e. behavior issues in school, activities they participate in the neighborhood, were
those young people in the juvenile justice system, etc.). Information that would violate ethics was not needed, but agencies needed to work together in order for young people to get the help needed.

Councilman Harris reminded, in 2018, City Council discussed the Serious or Habitual Offender Comprehensive Action Program (SHOCAP), which was a program to have information available and beneficial to a young person/young adult in need of services. He believed that the SHOCAP would have been a good resource, but was informed that the program was not ready to move forward. Ms. Woods-Warrior replied the MOU had been signed to participate in SHOCAP. There were two very different types of data. The SHOCAP data included young people that were serious habitual offenders whose offenses had gotten increasingly worse, and now that information could be shared with State approval. Maybe a young person had not been adjudicated and entered the system, but did not get incarcerated, which was outside of SHOCAP exchange data. What should happen would be to have the BBFI Advisory Team, Collaborative Work Group, and other stakeholders meet twice monthly to discuss and share the relevant data. Councilwoman Cherry indicated agencies were unable to share data in the past but are able to share due to State approval. Ms. Woods-Warrior replied the general concerns were about privacy and what could be shared about a adjudicated young person from one agency to another. There was information within Court Services and Juvenile Services that, by-law, agencies should not be privy to, which was both Federal and State. The difficulty was if a city-wide database had every piece of information that was in a young person’s social history, of matters that were adjudicated, she questioned had Federal or State laws been violated. BBFI did not want to be put at risk due to liability and privacy issues. The MOU provided the opportunity to hire a consultant to perform the technology piece with the State Department of Juvenile Justice.

Mr. Archer noted that the State Department of Juvenile Justice was committed to work with BBFI on SHOCAP. Unfortunately there were some concerns as the database would be created, because of a misunderstanding of how the information would be used. He said the discussions would be more productive and meaningful once the database was developed, but has been met with some resistance.

Dr. Woods-Warrior shared the Revised Street Outreach Structure:

- Police Department (Direct Oversight)
  - BBFI Collaborative Work Group with Co-Chairs (Police and Human Services)
    - Youth Outreach (Case Manager)
    - Juvenile Services
    - Sheriff’s Office
    - Human Services
Data Analyst
Court Services

Councilwoman Cherry advised that she had a number of questions for the group. City Manager Rohlf replied staff could review her questions and provide her with answers.

Chief Drew indicated that Street Outreach workers would be incorporated under the team of Captain Morgan, Assistant Chief Randall, and himself. The Street Outreach workers would be divided into three teams of two to cover the three neighborhoods of Ridley Circle, Marshall Courts and Courthouse Green/Beechmont. The Strategic Goals were as follows:

1. To increase the communication and coordination of services among agencies to serve gang involved youth more effectively
2. To reduce the number of violent incidents and improve community safety in targeted neighborhoods
3. To reduce the number of barriers of youth and young adults returning to the community
4. To equip school based staff with tools to meet the needs of gang-involved and violence-involved youth and young adults
5. To increase community awareness and participation in gang and youth violence prevention strategies and awareness
6. To engage members of the faith community as a partner in the Initiative

Chief Drew noted in-house training would take place, so not to miss the benchmarks, to have great communication and have everyone on the same page.

Mr. Archer noted some of the Primary Strategies:

- Coordination of cross-sector services for offending and non-offending youth and young adults
- Reorganization of public safety activities and personnel
- Increase citizen engagement in prevention, intervention enforcement, and re-entry efforts
- Improved training and coordination of services to include cross-sector professional development
- Improving de-escalation and suppression strategies to ensure balance and build trust among residents

Mr. Archer shared some of the noteworthy achievements in violence, prevention, intervention, enforcement, and re-entry:
- 2-12% reduction in crime in target neighborhoods since planning began and 5% overall for 2018
- NNPD Community Youth and Outreach Division development and transition
- NNPD had distributed 3,398 gunlocks since partnering with Project Child Safe
- The Community Work Alternative Program (CWAP) Partnership (NNPD, Juvenile Court Services Unit, the Juvenile Detention Center, and Juvenile Court judges)
  - Allows alternatives to juvenile outreach sentencing
- Every 15 minutes program helps students understand substance abuse and personal safety
- Deputy Sheriffs provide 14 gang-reduction programs
- Establishment of Neighborhood Watch Groups, Citizen Police Academies, Standing Together Against Neighborhood Crime Everyday (STANCE), and Police Athletic League (PAL)

Mr. Archer briefly went over the PIER Approach:

- Prevention
  - Preventing youth from becoming involved in violent behavior and gangs.
  - Focus on utilizing existing programs at non-profit organizations, the local public and private schools; and the faith-based community.
- Intervention
  - Intervening in the lives of young people who have a high risk of involvement or are already involve with crime

  Includes:
  - Job training and placement
  - Recreation at safe placement
  - Mobilization of neighborhood residents and police in identifying community resources that serve youth.
- Enforcement
  - Enforcement from police, probation personnel, prosecutors schools, and court services.
  - Sharing of information with the community about gang activity.
  - Diffuse crises that arise from gang conflict.
  - Refer at-risk youth to community-based services.
- Re-entry
  - Re-entry strategies for assisting young adults in making an effective transition upon return to the community after incarceration.
Example: Integrative probation and parole services that focus on job training, education, placement, and employment, housing assistance create methods to encourage non-violent gang members to re-enter their communities upon release

Mr. Archer stated the BBFI Five Priorities were as follows:

1. Use data consistently to inform responsive internal systems and external activities.
   • Ensure timely and consistent use and sharing of relevant data and data system to improve efficiency, effectiveness, and responsiveness in all service areas.

2. Target effort toward family and youth programming to ensure healthy and safe communities.
   • Redefine the outreach mission as public engagement and impact, and develop approaches to improve communication, participation and use of services.

3. Maintain a competent and valued workforce through targeted workforce review, ongoing training, and program assessment.
   • Improve assessments of staff and emphasize the importance of service excellence through the allocation of training and support to departments and programs. Identify supporting established benchmarks to assess and improve program and staff outcomes.

4. Emphasize policies and practices that reflect innovative trauma-informed violence reduction across all PIER strategies.
   • Become a trauma-informed city and implement appropriate practices and integrated services throughout all City divisions.

5. Leverage internal/external communication and branding to increase awareness and expand collaboration.
   • Develop both internal and external communication strategies that included the use of a standardized brand to illustrate the distinctive character and services of BBFI and the City of Newport News.

Mr. Archer noted the recent improvements and an overall crime reduction of 5.1 percent. He thanked Chief Drew for the press conference held January 15, 2018 at NNPD Headquarter Community Room (9710 Jefferson Avenue) and all of the information shared and being transparent. He shared the CORE Changes that would make BBFI successful:

• Reorganization of NNPD
• Citywide focus on three (3) specific priority neighborhoods correlated with high violent crime
• Mandatory routine data collection
• Ongoing evaluation of policies and programs to reduce costs and increase effectiveness
• Redesign of STEP
• Reorganization of street outreach
• New Governance structure
  o Office of the City Manager provided oversight only
  o 3 Tiers of Governance
  o Implementation and evaluation support

Mr. Archer indicated the fiscal consideration shown as follows:

• Potential Cost Savings:
  o Street Outreach reorganization
  o STEP Redesign
  o Police Department reorganization
• Short-Term Expenses
  o Additional public safety Officers and NNPD Infrastructure Support
  o Strategic Plan Campaign
  o Implementation and Evaluation Lead (2 – 3 Years)

Mr. Archer shared the BBFI Strategic Communication Plan objectives included the following:

• To gain and maintain public trust and active support of BBFI violence reduction activities
• To restore balance and establish conditions for collaboration among residents, city agencies, schools, and partners
• To attract, retain, and sustain a quality force of volunteers to enhance violence reduction efforts
• To increase awareness of accurate crime occurrence and prevention information
• To increase access to City resource.

City Manager Rohlf thanked Dr. Woods-Warrior, Chief Steve Drew, Assistant City Manager Alan Archer, City staff and all involved. She indicated a lot of work went into the BBFI Comprehensive Strategic Plan presented. The group could come back to a future Work Session to answer questions.
III. Comments / Ideas / Suggestions

Mayor Price stated for the sake of time, he requested that City Council direct any comments to the City Manager.

THERE BEING NO FURTHER BUSINESS
ON MOTION, COUNCIL ADJOURNED 4:05 P.M.

Zina F. Middleton, MMC
Chief Deputy City Clerk

McKinley L. Price
Mayor
Presiding Officer

A true copy, teste:

City Clerk
F. Consent Agenda

2. Minutes of the Joint Work Session of the Newport News City Council and the Newport News School Board of January 22, 2019

   ACTION:  • N/A

   BACKGROUND:  • N/A

   FISCAL IMPACT:  • N/A

ATTACHMENTS:
Description
Minutes of Special Joint Work Session for January 22, 2019
MINUTES OF SPECIAL JOINT WORK SESSION
OF THE NEWPORT NEWS CITY COUNCIL
AND THE NEWPORT NEWS SCHOOL BOARD
HELD IN THE DOWNING-GROSS CULTURAL ARTS CENTER – BANQUET ROOM
12410 Wickham Avenue
January 22, 2019
4:00 P.M.

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

ABSENT: None

SCHOOL BOARD MEMBERS PRESENT: Dr. Terri L. Best; Douglas Brown; Marvin L. Harris; Gary B. Hunter; Shelly Simonds; and Lisa Surles-Law

OTHERS PRESENT: Dr. George Parker, III; Cynthia Rohlf; Collins Owens; Mabel Washington Jenkins; David Freeman; Lyn Spratley; Leonard Wallin; Mary Lou Rouseau; Tiffany Moore-Buffalo; Brian Nichols; Lisa Cipriano; Keith Webb; Patrick Finneran; Venerria Thomas; Florence Kingston; Eoghan Miller; Zina Middleton; and Josh Reyes

I. Call to Order

Mayor McKinley Price called the Special Joint Work Session of the Newport News City Council to order. He advised that all members of the City Council were present. He welcomed the members of the School Board. He thanked the City Council and School Board for the opportunity to meet.

II. Opening Remarks

Mr. Gary Hunter, Chair, Newport News School Board, called the Special Joint Work Session of the Newport News School Board to order. He thanked the members of the City Council and School Board for the opportunity to meet.

Chairman Hunter advised, as promised, members of the School Board would continue their conversations with the Newport News City Council in an effort to show unity. The School Board wanted to further their conversation on the Capital Improvements Plan (CIP) and Huntington Middle School. Chairman Hunter extended thanks to Mayor Price, members of City Council, and the City Manager for inviting the Newport News School Board to participate in a Joint Work Session. On behalf of the School Board, Chairman Hunter advised that they looked forward to the enlightening conversation.

III. Discussion of Capital Improvement Projects

Mayor Price again thanked everyone for their attendance. With the consensus of the City Council and the School Board, he wanted to establish a few things prior to moving forward. With regard to the Huntington Middle School site, City Council not only wanted to look at the school, but the entire site. City Council wanted to move forward with the plan. Where Huntington Middle School fit into would be a critical issue. Historically, Mayor Price shared, several years prior, when the site was developed, it was the feeling of the Newport News Police
Department (NNPD) that 30th Street could not be closed because they were worried about policing that area as it was a large site. Because of response times and technology, the NNPD feel that would no longer be a problem, which opened up for the City to be able to handle a site from 34th Street to 28th Street, which opened the possibilities of looking at recreation, as well as looking at community services, looking at the school, looking at ball fields, and looking at the whole site in a different way that would hopefully be a facilitated procedure that would have citizen input and develop a plan for the future of the site – also involving the school.

Mayor Price turned the meeting over to City Manager Cindy Rohlf to review some of the things the City was looking at in the Capital Improvement Plan (CIP).

City Manager Rohlf addressed the comprehensive approach for looking at the Huntington Middle School site, and to give some perspective that she received talking with City Council and the rationale from those conversations. She shared that the City had been working on redevelopment in the Southeast Community over the previous two year or more, with the Choice Neighborhood Initiative (CNI) with the intent being to transform the environment in the lives of the residents in the Southeast Community. She indicated that a school was an important investment in any community, not just the Southeast, but was also an investment in financial resources. From the City’s perspective, it was very important not to undertake this in a vacuum. They did not want to look at it as “just a school,” but wanted to look at the entire picture to get some idea, particularly in a community like the Southeast Community, that had other social and economic challenges. City Council wanted to be able to roll it all in together and look at more than “just a school,” which they learned in the CNI process, was critical to be successful. Things needed to be viewed comprehensively in terms of learning about the needs of the community. This was similar to the Denbigh-Warwick Area Plan, where the City was looking at making substantial investments. The thought was to bring the community together and see what the community needed to make sure the City’s resources were being invested where needed. This was about trying to maximize the needs of not only the existing facilities, but the new facilities to be constructed as well.

City Manager Rohlf showed a map to illustrate there were a number of public facilities in close proximity to the Huntington Middle School site. There were a number of groups, both City and volunteers, which would provide a number of services to the City and the community, ranging from athletics to job training. City Council supported many of the efforts in the community – either the City’s financial resources or the use of the City’s facilities. The discussion about the replacement of Huntington Middle School provided a great opportunity to engage the community, and thought it was important to take an inventory of the assets – not only public facilities, but the assets being provided in the community in the way of programs and services. They would look at the other opportunities available, the services being provided, and what services were being duplicated. Based on the inventory taken in the community, a plan could be matched up to determine what kind of facilities were needed to address the more pressing needs. City Manager Rohlf felt there were educational needs as well as recreational needs. She advised that City Council wanted to consider the connectivity of the school. There was City-owned land, which created the opportunity to take the site out a little further.
City Manager Rohlf mentioned, when talking about services and the kinds of things to do in the Huntington Middle School area, they realized there were some limitations and parameters of what could be done, particularly in a school site. Nothing should be introduced into that area that was not fitting with the main purpose of the school. The replacement of Huntington Middle School was seen as a critical part in the City’s overall redevelopment efforts. There was an opportunity, beyond the school, to explore other ways in trying to improve the community. The City anticipated, it would be a cooperative effort, with the City taking the lead on the planning part, in working with the School Board, stakeholders, and citizens, to come forward, to get a better idea of the needs of the community, to begin building around those needs.

City Manager Rohlf indicated specific details were not available at this point; but she and Dr. Parker had met. The intent would be working with the Schools (NNPS), engaging the stakeholders to include parents, the recreational community, volunteers, etc. She did not anticipate this taking a long period of time. As suggested by the Mayor, the City would have someone assist with this process to ensure a facilitative discussion from the community. With concurrence of City Council and the School Board, get back together with a timeline for moving forward. This comprehensive approach would be the most impactful on the community as a campus type approach.

City Manager Rohlf turned the meeting over to Mayor Price.

Vice Mayor Vick shared that City Council spoke briefly on the subject at the January 8, 2019 Regular Meeting of City Council. To be clear, she recalled Council discussion about the looking at the entire area around Huntington Middle School, but Councilman Harris pointed out, if there was a majority to move forward on replacing Huntington Middle School, it would take approximately 18-20 months. Councilman Harris responded, he recalled the discussion around moving forward to rebuild Huntington Middle School, would take be at least 4-5 years; and discussion was around doing something sooner rather than later, but they continued to kick the stone down the road. Vice Mayor Vick recalled City Council discussion around looking at the entire area, but there was some concern about the timeline, and questioned whether it would be prolonged if the majority agreed to rebuild Huntington Middle School.

City Manager Rohlf replied there had been a presentation in terms of the school, but there may be other things to be incorporated, i.e. enlarging the gymnasium or the auditorium for future community use; but she was not sure how that would fit in. Those changes/additions may be impactful, and the school many not be the facility as we currently know, particularly if the opportunity was presented to make the most of the investment. City Manager Rohlf implied that the City should not miss an opportunity with this size investment, and to find out years later, it would have been better for the community with all of the other redevelopment if the school had been positioned differently or were able to enlarge the field or increase the size of the auditorium, or to include additional community space. Once the inventory was available, it could be determined that the extra community space was not needed, and was compounded someplace else in the building. The decision was not to delay the process, but the intent was to enhance the facility, understanding that the main purpose was a good quality education; but not to forget there
was a community that the City was in the process of redeveloping. This could be a key factor with this type of investment to the Southeast Community. Regarding the approach, City Manager Rohlf advised the school would be a piece of a larger plan and there may be portions of the school that should be enhanced that could better serve the needs of the community, as opposed to coming back years later and making another investment.

Mayor Price advised there was no intent to try to delay the building of the school. If there was something that would enhance the school or enhance the neighborhood and not be duplicative of the services in the community. City Council wanted to get through the process as quickly as possible. City Council knew there was a date by which the School Board wanted to recruit an architect to build the school. City Council wanted to have some concept of what the school would be comprised of, in communication with the School Board. There was a 1/3 mile track, which was not an official sized track, and it was that size because 30th Street could not be closed. If the street was closed, a ¼ mile track would be inevitable, but it was a matter of where it should be, in position with the school, the other needs that would be identified that would go on that site; e.g. a ball field. This would be phased, but there would be a plan. As soon as the time could be identified, where the school would be situated, and the size of the school, to have the architects ready so the school could be built as soon as possible. Mayor Price indicated, this was a more comprehensive look. He advised as soon as the first piece of the school was identified, it would be City Council’s intent to move forward.

Councilwoman Scott indicated she was glad to participate in the discussion, to be inclusive of what the community needed, as she and her colleagues travelled around the country with the National League of Cities (NLC) to see what others were doing across the United States, but with dollars being restricted, everyone was looking for multi-purpose buildings. The opportunity to add some of the components that were discussed during the City Council Work Sessions, would have the maximum impact for the community and was the best use of the taxpayer’s dollars. As dollars become more difficult to invest, City officials had to be good stewards of the public dollars. It was her hope, as the City moved forward, that the School Board and the City Council could think about what the maximum impact for the community. As the school was built, City Council could decide what would be located around the school and how it would impact the community, i.e. whether there would be workforce training on site, whether there would be an opportunity for some of the community colleges to come in to hold classes, whether there GED classes would be held, or physical activities as she served on the tax force for the obesity of children. Councilwoman Scott indicated that she was excited about the conversation and looked forward to seeing what the site could be.

Dr. George Parker, Superintendent, Newport News Public Schools, advised throughout the process that was in place, there had been several discussions around the use of community space in the school, and what the needs of the community were, but there had not been an appropriate venue to have this discussion, because the conversation was always around building another school. He indicated what was being proposed would allow the conversation, to enable the School Board to determine what the school campus was capable of, in terms of serving the overall community. An adult education program, and other services, had been a part of the
discussion, but it was something the NNPS could not move on. There were conversations about what could be done across 30th Street, but it was not something the NNPS could act on. He felt that conversation would be helpful, as it would allow the NNPS to coordinate the entire Huntington Middle School campus, and move forward with a plan. The NNPS communicated that they wanted to have a building in place within the next 3-4 years. Moving forward, as that plan was put in place, a timeline should be communicated that would be appropriate to allow the NNPS to plan for providing the best services for the students. Dr. Parker advised there had been conversation about what could be done across 30th Street, what could be done to better serve the community, but there had not been an appropriate venue as they had been talking about building another school. He stated the conversation around the table with City Council had been refreshing, and created a great opportunity to collaborate with the City.

Councilwoman Woodbury expressed concern about the conversation as she had access to a study that mentioned, in the State of Virginia, the school population was declining, even in Northern Virginia, which had never happened. She referenced the study shared by the School Board in November 2018, that indicated there would be sufficient students for a Middle School, but Newport News also has a high school that was only two-thirds full. She suggested thinking in terms of school population in the State, and what would be done about another school, i.e. Warwick High School, which is in critical condition and needs replacement. She was in favor or looking at the big picture, and questioned what would be done about a high school that was over populated, and one which was only two-thirds full. Looking at the bigger picture was smart. Although studies showed there would be sufficient students to warrant a Middle School, she suggested staying abreast of the figures.

School Board Member Dr. Terri Best commented that she also liked the idea of looking at the bigger picture, and studying the community to plan so that there would be a positive impact on the entire community. She expressed concern that this project would be pushed back, specifically the time line as far as building a school. She was concerned that once again the people in the Southeast Community were being told to “wait,” and be patient. The burden, as far as busing, was in the Southeast Community. The majority of the students attend Booker T. Washington Middle School. Once again, the Southeast Community was told to be patient, and their time would come. Dr. Best noted that the plan sounded good, but there was so much that was unknown.

Councilman Harris commented on the timeframe, and inquired how the other Middle School students would be effected. Approximately 200 students were located in Heritage High School, and there were a few more at Crittenden and Hines Middle Schools. He questioned how those numbers would look moving forward in 3-4 years, having a Middle School in the Southeast Community. Councilman Harris questioned whether there were numbers that would shed a better light on what both bodies should study for the future. He indicated it would be a challenge, having spent a great deal of time at the November 2018 Joint Meeting between the School Board and City Council talking about learning cottages.
Dr. Parker responded, moving forward with a particular plan in mind, at least one year, no more than two, those numbers would be in hand. Those schools would be at capacity, but as one looked at a school at or near capacity, then one would look at the services provided to the students. One of the schools was a gifted education site, and other students from around the City may not be accommodated who would be seeking a zoned placement. Dr. Parker replied that services would be impacted, as Huntington was moved into the two Middle Schools. Dr. Parker indicated it would not be the ideal situation; but NNPS did not want to continue having a partial Middle School located in a High School, which would not be ideal. Certainly Huntington students could not fit into Heritage High School. He indicated if a plan could be communicated to provide the best service possible, the opportunities available to students would be maximized on a short-term basis. The key was to communicate a plan. He hoped this was nearing completion, which would allow NNPS to plan, to ensure the best services were being provided.

In response to Dr. Best’s concerns, Mayor Price advised that he too was a long term resident of the Southeast Community, and a graduate of Huntington High School, he hoped that moving forward, there would be continued communication between the City Council and the School Board, and a continuous plan, without any blame to where we were and how we got there. His goal was to have a consensus between the School Board and the City Council, and there may be extremes on both sides, of what they wanted to do, but there would be a consensus and a majority of both, with a concise plan of what that school would do, what the site would be, and a concise dedicated plan, so that no matter how the boards changed, that plan would be available going forward. He stated, if that was accomplished, a great service would have been done for the Southeast Community. Mayor Price hoped, jointly, the School Board and the City Council, would come to consensus, and on an expedited plan, as quickly as possible, taking the needs of what the NNPS had in mind, doing what was best for the students, and also looking at the community, in that site, with the best use for that community. Mayor Price advised that Huntington had always been historically the center of that community, and it was his goal, and the vision of many, to make it that again – the center of the community, and perhaps making it even better.

School Board Member Shelly Simonds advised that she had always been supportive of moving forward with Huntington as quickly as possible, and after done with Huntington, to move over to Warwick High School, which had similar needs. She inquired how City Council planned to fund the needs of the NNPS that would come in the coming decade. She referenced bonds, and questioned whether the City would do another bond issue to fund the school. She also questioned what would be the timeline for the bonds. She asked for a sense of, historically, how much the City took on over a ten-year period in bonds.

City Manager Rohlf replied that the City had just gone out to the bond market to sell $85 million worth to fund projects, to include the SCOT relocation. She stated the City did not have that kind of cash available, and did historically go out to seek bond cash. This was a part of what the CIP was - a 5-year plan. Each year the City would determine what the City could afford and what their capacity was and which project they could afford to pay, to include City projects and NNPS projects. City Council, with staff, reviewed the priorities, and looked at the funding available. The City had the capacity and could go out to borrow money, but the key was
how much the City could afford. No matter the amount borrowed, it had to be repaid, which showed up in the City’s Operating Budget as debt service, which was the amount to be repaid. There was a legal obligation to pay this amount off the top. Over the years, debt service would be impacted by the City’s ability to do anything; i.e. to be able to give the NNPS more funding for operating, to give raises, to do library services, to do additional recreational facilities – it was a balance, which the City constantly reviewed. City Manager Rohlf advised that priorities were reviewed, to determine what the debt would be, to determine some of the other operating expenses, and to make the challenging decisions about how to balance that, knowing what was coming up on the operating side, and knowing what was available in terms of facilities and other public needs. Once the bond sale is done, the City tried to go out to do the projects as quickly as possible to make the money last as long as possible, so not to have to go as frequently to the bond market. The City anticipated that the funds received in the bond sale should last approximately 18 months. Staff was still working on the CIP, trying to figure out numbers of what it would look like in terms of Huntington Middle School, and where it should be placed. She reiterated there was only so much the City could afford. There may be a situation where a project was moved or pushed back, which was done more often than she would like. Something may have to be moved, pushed back, or adjusted, because when this level of funding is added for a school of this magnitude, the City’s debt service would be problematic in order to be able to maintain operating services that were important to the citizens.

City Manager Rohlf advised that City Council had been waiting to have this conversation with the School Board, in order to know where they were, and what was needed to program. She wished it was as simple as getting the money, and not having to repay it, but it was the debt service, which was a major consideration, and was competing against public safety facilities, libraries, and recreation, which were all equally important. It was an investment in the school Southeast Community, fit in nicely with what was being done for redevelopment purposes. She advised that City Council had already committed a good deal of funding to support what was being done with the CNI. She stated the investment was being made, but needed to keep carrying it through.

In response to Dr. Best’s comments about “kicking the can down the road,” delaying projects, and saying “hurry up and wait,” Councilwoman Scott advised that the North District was a product of that. She stated, in 20 years, there had been three capital projects – a ball field, one-half of a community center, and one fire station – and she was very sensitive to waiting, but felt City Council was in a great position to actually have some place for the students to go so it could be done right the first time. Councilwoman Scott advised that the Denbigh community was waiting for the second half of the community center, which was approved in 2005, built in 2012, and they only received one-half. This provided an opportunity to do things differently than was done in the past – not to delay, but to get it done and to make it more encompassing.

School Board Member Douglas Brown pointed out the one word was “urgency.” He advised that historically, it was the lack of urgency that got the NNPS and City Council to the current position. He was very encouraged by the conversation to take a comprehensive look, but advised that every month that went by presented a lack of opportunity for students that lived in
the Southeast Community. It created a hardship and increased operating costs on the NNPS. He wanted to leave knowing that the NNPS could move forward, select an architect. He advised there was a great sense of urgency, not just for Huntington, but for Warwick High School, Sedgefield Elementary School and Denbigh High School. He indicated there were a number of school facilities that have critical needs and need to be addressed in a quick and urgent manner. He indicated that Huntington needed to be done, and then move on to another set of schools. School Board Member Douglas Brown pointed out, in the NNPS capital budget, whenever capital funds were not expended by City Council, it hit the NNPS in their operating budget because they were then spending more dollars on capital projects and maintenance. There was a cost no matter what.

Councilwoman Woodbury advised that the stress was always in City Council’s awareness. She shared that City Council was scheduled to vote on over $1 million on roof replacements for the NNPS at the January 22, 2019 Regular Meeting.

City Manager Rohlf reiterated that she and Dr. Parker had met and held several conversations; and in the spirit of working together, she understood when there were schedules to meet and critical needs arose. It was challenging to wait one or more years for funding. The City had worked and managed through City staff to come together. She advised that the City Council would consider an ordinance to appropriate $6.4 million for the NNPS to enable them to move forward with key projects. The City was working through their existing projects to move these to the forefront because they were familiar with some of the challenges. The 2019 appropriation for the NNPS would be on the agenda before City Council at the January 22, 2019 Regular Meeting. City Council had shared with her how important education was to the community.

Councilman Jenkins expressed his support for Huntington Middle School. He felt it was an important part of the Southeast Community. He indicated this was an 80-year decision, which was how long the old school lasted, and he anticipated the new school to last just as long. He did not want to see a rushed decision, or make compromises, but wanted Huntington to be a great school for the Southeast Community to ensure that all of the children received the best possible education. Councilman Jenkins commended the NNPS for working so aggressively to put a plan together, but believed there were compromises made along the way. He was not sure that compromise needed to be made along the way, but he admired their spirit of doing so. Looking at the Huntington Middle School project, Councilman Jenkins felt an exact plan was not needed, or to know exactly what the project would look like. In looking at other City projects, there was flexibility, and could get some design input into the process of building projects. Looking at the City budget, specifically the discretionary budget for capital improvement, Councilman Jenkins shared, there was not much available, and a great deal of that money had already been committed, or was coming to the City in the form of grants, and other projects which had restrictions. Asking for the amount of money it would take to rebuild Huntington Middle School was huge, and would probably not come out of one CIP. He suggested the City move forward, get appropriations for Huntington Middle School, with the understanding that there was not an exact plan in place, and that funding would probably be over several years. If the City Council and the School Board could work together on that, and ensure that Huntington
Middle School was built, and know that it was a great and a model school that would represent the City of Newport News for many years to come, a great job would have been accomplished.

Dr. Parker responded that he believed it was done that way in the past – over two years – in particular, when there were major capital projects. A caveat of that piece, when the NNPS went to bid for an architect, or to build a facility, they had to have a final dollar figure. The architect would bid on the dollar figure that was set. If that was in the final year of the appropriation, and had a final figure, that figure would be the final amount in the RFP and the architect would be able to make that designation. There was a question regarding the cost of architects – Dr. Parker responded, what he had seen in the City was a variance of four percent (4%) to eight percent (8%) of the cost of the total building, would be the architect’s charge, which was how they determined the amount to charge to design the building. He advised, if the project was funded over multiple years, NNPS would not be able to go to bid in year one. They would have to have a bottom line figure and be able to go to bid in the second year of that appropriation.

School Board Member Dr. Terri Best inquired whether the expectation was that members of the School Board and the City Council were to be in agreement on moving forward with a community plan or just a school. In response to Dr. Best, Mayor Price replied that his interpretation of a consensus between the School Board and the City Council was that City Council had committed to doing a general plan for the entire Huntington Middle School site, and would expedite as soon as possible in that site where the school would be, the amount, and the cost, and get it to the NNPS as soon as possible. School Board Member Dr. Terri Best asked Mayor Price to repeat his statement for clarity. Mayor Price repeated that he believed that the consensus from the City Council was that (1) City Council would come up with a plan for the entire site; and (2) as quick as possible, in that site where the school would be, the size and the cost, get that to the school division; and (3) fund it as quick as possible.

School Board Member Dr. Terri Best questioned, the timetable that the NNPS had currently regarding Huntington Middle School whether it was scratched.

Dr. Parker responded that his recommendation to rebuild Huntington would remain March, at the appropriate cost, based on a study by the NNPS. Based on when the City goes to bond, to fund the current plan. They would not be able to fund the current plan for another fiscal year after, so it was already delayed based on the current plan of funding the $2.8 million and the $50 million.

Dr. Parker indicated that it would be around the same time, if the City did a campus design and appropriated the $2.8 million to design the building. It would take one year to design the building. If funded over two years for the cost of the building and the NNPS would have to go to bid for the contractor in the second year of that appropriation. Dr. Parker responded that the NNPS was looking at possibly a three year plan if it could be expedited to design the campus, if expedited, and received a design for the campus in a timely manner.
City Manager Rohlf replied, that had been the City’s practice in terms of funding. It could take from 12-18 months, which was a conscious decision to manage in terms of cash flow - depending on cash flow and how often the City goes to the bond market. It was not just school projects, but all projects. Based on financial issues, this was an intentional time lag.

Vice Mayor Vick reiterated this was a normal time lag to see how everything would fall into place.

City Manager recalled in the conceptual design and the way the school was planned, it took into account the entire site. She indicated once the commitment was made, and the design started, it was too far to go back and revisit. City Manager Rohlf advised that there was some flexibility in the design portion to make adjustments, but there were costs associated with the adjustments. City Manager Rohlf stated, as much as the City could do to ensure whatever was being put forward, it was still the City’s intent to let the NNPS drive the process about the product received for Huntington Middle School. The City only wanted it to be done with a collaborative effort to benefit the community. There were many projects done in other communities, and the City also wanted that community to see what was available. It was up to City Council how to move forward. She reiterated it was not the intent of the City to delay anything, but wanted to make sure the money that would be invested in any project, not just Huntington Middle School was spent to the best of our ability, and to make the most impact, particularly in the Southeast Community.

Councilwoman Woodbury questioned whether there would be a consultant to work on the “big picture.” City Manager Rohlf responded, not necessarily a consultant, but someone to help facilitate gathering the information, as it was not just about building a school, but about the delivery of services, and to get some idea about the agencies and the services offered and how the City should repurpose some of its many facilities so not to duplicate services throughout the City.

School Board Member Lisa Surles-Law stated that she was excited about the conversation around the table, as it was not just about education and academic achievement, but was also about environment and community. She reiterated the City Manager’s comment about not duplicating anything in the community and wanted to take an assessment. She indicated education was not being duplicated in the Southeast Community. She expressed concern that the children in the Southeast Community be treated as all others were treated, particularly those in our homes - making them a priority. She got nervous because it sounded as though it could get dispersed. She wanted to ensure that the children did not get lost, and that the needs of the community were heard.

School Board Member Marvin Harris heard only about a plan. He suggested that the City Council provide the School Board or the community with a plan on what they wanted to see in the area of Huntington Middle School. He questioned whether there would be a school on the site. He heard that a great deal wanted to be attached to the actual project. City Manager Rohlf responded there would be a plan. She stated that other things may not be attached to the school. She viewed Huntington Middle Schools as a stand-alone piece to the area plan.
School Board Member Marvin Harris viewed the whole project attached to the school. He recommended that the City provide the School Board a plan on what they wanted done with the entire site, and he did not think the plan should take two years.

In response to School Board Member Harris’ comments, Mayor Price replied the plan would be a collaborative plan, and it would not take two years. He stated the School Board should be a part of that conversation. School Board Member Harris noted that the School Board had time expectations, and they all knew it was a priority to put a school on the site. To have addition conversations about what else should be attached to that piece of land, as far as the community was concerned, it would not be a problem, but the School Board could not say what that was. They could only say they wanted a school to house X amount of students and teach X amount based on a Virginia State law. He recommended that the City provide the School Board a plan for anything else to be put on that land, and that way everyone can distract from that plan. At the end of the day School Board Member Harris stated that a school was needed.

Based on School Board Member Harris’ comments, Mayor Price confirmed that would be done. The school was a critical part of the site. The City would contact some experts and for example, if a library was decided as a part if the school, perhaps that could be combined with the plans that the City had for the community, and join that to make it bigger and better.

School Board Member Harris inquired, if there was no school on the site, what would be the City’s actions for the community efforts, taking the school completely out of the picture. Mayor Price replied, if the school was out of the picture, the City still planned to look at that entire site for the best interests of the community as far as recreation, employment, community services, etc. School Board Member Harris there would have been a budge attached to the City’s effort regardless of whether there was a school attached or not. He stated it was understood that the school would be the largest line item. And so, if there was still conversation around a school not being there, there would be a bond sale to cover whatever the City wanted to see on the site. His recommendation, and felt it did not need collaboration with the NNPS, because they had spent money on a plan. He stated there was already a standing plan or drawing for a school. He did not think it was a good idea to spend more taxpayer dollars to rehash the idea and come up with another plan as the NNPS had spent the money for a plan.

Dr. Parker responded there was a conceptual plan in place about what services or programs the School Board would like in the School. School Board Member Harris indicated that he did not feel that the NNPS should take the lead. Mayor Price interjected that the NNPS would not take the lead. He advised that the City would take the lead in looking at the entire plan, and the City and the School Board would jointly look at where the school would be located on the site. School Board Member Harris indicated that the NNPS should not be a “hitching post” as the budget would be pretty large, and the City could fund what other programs for that site, regardless of whether the School Board had in mind. Mayor Price disagreed.

School Board Member Simonds reiterated what she heard – it seemed as though City Council had made progress – tapping into other funding mechanisms and different sources where they could fund different projects, which made way for more innovation and opened up to
other possibilities for thinks the City had access to, but to which the NNPS did not have access. She felt there were neat possibilities available.

Councilwoman Cherry expressed her support for rebuilding Huntington Middle School. She stated the understanding of the community and some of the stakeholders, residents, that they did not understand the budget process. They did not understand bonds and how the City went about securing funding. Their interpretation was they could approach the City, who would be able to supply the money immediately. She indicated, as long as the City Council and the School Board understood what it would take, and how it occurred, the two bodies could continue to move forward as long as they communicated to the community, “yes, we are going to have a school,” and yes, the City would take the lead, and was looking at a whole community project, so that the community did not feel they had to wait again. Councilwoman Cherry advised that she was a strong advocate of moving forward, especially for the Southeast Community. The conversation around the table was not about waiting again but everyone needed to understand how the City got its money and how the City funded what was funded, how the City went about building facilities, and how the City went about the CIP.

Mayor Price pointed out, if the money was available, the project would still take two years to build the school. Councilwoman Cherry advised that the community did not understand that it would take two years. She reiterated that the community needed to be educated about whether the money was available, it would still take two years to build. The urgency was that City Council was causing the issue with Heritage High School, which was not the point. The community needed to be educated that City Council was not slowing down or delaying the process and causing angst for the kids at Heritage High School. It would take time whether the money was or was not readily on hand. This message needed to be communicated to the community clearly to help them understand the process.

Vice Mayor Vick stated that the City moved around in so many different ways, and indicated there had not been a clear commitment, by the City Council. She inquired whether there had been a commitment of $50 million to rebuild Huntington High School. She advised, in the City’s communication, City Council had to be clear because there had not been a commitment of $50 million; then there was an area pinpointed, which made people feel funny about the process. There had been no initial commitment for $50 million from the City Council as a body.

Councilwoman Cherry stated there was not going to be $50 million for a school. She did not see City Council committing to $50 million only for a school.

Vice Mayor Vick advised that City Council had not committed to funding a school as a body, and now City Council was looking at other things around the site. She indicated, even though City Council knew what they were thinking, they needed to be more clear and communicating that yes, we are committed to building a school. Mayor Price felt that had been stated. City Council would look at the whole project, and as soon as possible, the school would be the first project on that site. Vice Mayor Vick advised that she had not heard the commitment of $50 million for the school as a body. Mayor Price indicated it had not been
communicated until today. Vice Mayor Vick advised that no vote had been taken. Mayor Price advised no actual amount had been agreed on, but City Council was committing to rebuilding Huntington Middle School. There was a conceptual plan from the NNPS of what was wanted in that; and City Council would look at the site, and come up with a consensus, between the City Council and the School Board, about where the school would be, what it would look like, how much it would cost and what would be included.

School Board Member Douglas Brown thanked Vice Mayor Vick for her thoughts. He shared there had been some anxiety at the beginning of the meeting, but was relieved that City Council had committed to rebuilding Huntington Middle School, and was appreciative to learn that. The only thing he wanted clarity on – It was January 2019, and in September of X year, what is X for the NNPS? In talking about the whole process, breaking ground, building, unlocking the doors for kids to come into the school. What is X? Mayor Price replied that he could not supply what X was. School Board Member Douglas Brown questioned whether there was a range, i.e. 2022-2023. Mayor Price replied X would be as soon as possible. As soon as the City Manager reviewed the budget, and the resources. City Council was going through a process to eliminate things to make up funding, as there were things the City had to do first to be able to come up with a date.

Councilwoman Scott stated that some of the angst with the School Board and the public was that they had not bought into the new leadership model, under the leadership of the new City Manager. Things were being done differently to reach the same goal. It seemed labor intensive and that delays were built in, but that was far from the truth. She stated until everyone understood that the City was attempting to get the “best bang for the buck,” and do the best for the community, these misunderstandings would continue. Councilwoman Scott stated that people wanted to hear “ABCD” from the City Council and the School Board. She indicated City Council should come up with a timeline, come back together with a presentation of the proposal, which would make everyone feel better.

Dr. Parker advised that the two bodies were saying “Huntington Middle School would be rebuilt.” He stated that was not the conversation at the Joint Meeting between the School Board and the City Council on November 20, 2018. It was a positive meeting, but that was not the consensus at that time; but now the conversation was around “how can we get it done” was very refreshing. Dr. Parker indicated progress was being made and he was appreciative of the conversation around the table.

Councilman Jenkins pointed out that the decision to close Huntington Middle School was made less than one year previously. Compared to other City projects, he felt there had been tremendous work done on this project and was moving forward in a timely manner. When looking at other CIP projects in the City, it was not unusual to look out 5 – 10 years. It was his hope that the two bodies could come together to start projecting forward so that this problem did not constantly arise. The School Board and the City Council needed to come together to have tough discussions and to make the tough decisions for the citizens of Newport News.
IV. Closing Comments

School Board Chairman Hunter thanked both the members of the City Council and the School Board for their attendance and participation. He was hopeful for the allocation of $6.4 million for the capital needs of the NNPS immediately. He was happy to be talking with the City Council. His reason for coming was to hear that Huntington Middle School was on the docket to be rebuilt. From this point forward he shared the need to work on a timeline. He reiterated comments made by Councilman Jenkins about Huntington Middle School being closed one year ago and were now in the next steps of the discussion to move forward. He was happy to hear that Huntington Middle School would be rebuilt.

Dr. Parker thanked the City for the $6.4 million in capital dollars to allow the NNPS to move the FU 2019 capital projects forward; i.e. the HVAC, roof replacements, etc. He thanked City Council for taking initiative to help the NNPS fund those projects moving forward, as these would ensure that the students were learning in an appropriate environment.

Dr. Parker reminded of his promise to both boards that they would not read about the NNPS estimate of needs in the newspaper. He wanted the City Council to see the NNPS priorities in advance, and would forward an electronic version of the NNPS priorities. Prior to distributing the NNPS budget to the School Board, Dr. Parker wanted City Council to see what those priorities were. He announced that the NNPS would hold a Community Budget Work Session on Monday, February 4, 2019, 6:00 p.m., at the School Administration Building (12465 Warwick Boulevard).

Mayor Price thanked both the members of the School Board and City Council for their attendance and bringing the matters to the forefront. He stated what was planned would be best for the community and the students in the long run. He thanked everyone for their patience and participation. It was obvious if one listened closely to the comments, there were different extremes and different ideas, but both bodies need to reach a consensus of those ideas in an effort to move forward.

V. Adjourn

Mayor Price adjourned the meeting of the Newport News City Council.

Chairman Hunter adjourned the meeting of the Newport News School Board.

THERE BEING NO FURTHER BUSINESS, ON MOTION, COUNCIL ADJOURNED AT 5:18 P.M.
Mabel Washington Jenkins, MMC
City Clerk

A true copy, test:en:

City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer
F. Consent Agenda

3. Minutes of the Regular Meeting of January 22, 2019

ACTION: • N/A

BACKGROUND: • N/A

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Minutes of Regular Meeting for January 22, 2019
MINUTES OF REGULAR MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE CITY COUNCIL CHAMBERS
2400 WASHINGTON AVENUE
JANUARY 22, 2019
7:00 P.M.

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

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 Mayor Price.

D. Presentations

Mayor Price called Chief Steve Drew, Newport News Police Department (NNPD), to make a special presentation.

Chief Drew advised upon his arrival to Newport News, his main focus was youth. Too often the attention was on the negative involvement of the youth in the communities. He invited a group of young men and their coaches to the podium. Chief Drew advised that the NNPD established a Police Challenge Basketball League in an effort to revitalize the police athletically, with the focus on youth. He learned quickly that there was a strong Boys and Girls Club Foundation in Newport News, with eight clubs throughout the City. Volunteers for coaches were sought from the Police Department. Police Officers were asked to coach with representatives from each club. The 3-on-3 Basketball Tournament was created. The NNPD hosted an eight-week tournament where each team played. At the end of the tournament, the team with the best record was crowned the winner. The youth representing the Crossroads
D. Presentations Continued

Village Boys and Girls Club of the Virginia Peninsula (12749 Nettles Drive) won the League Championship.

Chief Drew advised that the NNPD had its own version of March Madness, with a single elimination. Each team had to win to continue in the tournament. The Crossroads Village Boys and Girls team kept playing, and won the single elimination tournament and were awarded trophies. Chief Drew felt it was good to recognize the good things that youth were doing in the community, as they partnered with the NNPD. Chief Drew shared how proud he was of each of the youth. They were statesmen, played well, played as a team, represented their club well, and was a class act. The members of the Crossroads Village Boys and Girls Club included: Jordan Watlington, a student at Crittenden Middle School; Jayden Spence, a student at Gildersleeve Middle School; Bryce Watlington, a student at Crittenden Middle School; Jamal Carroll, a student at Gildersleeve Middle School. Jamal indicated it was a blessing to have been able to participate in the tournament to keep them busy; Mekhi Wilson, a student at Gildersleeve Middle School. Mekhi indicated the games were fun, as well as interacting with others, and getting to know the police officers; Karen Johnson, graduate of Bethel High School, employee at Crossroads Village Boys and Girls Club; Richard Ruffin, Unit Director at Crossroads Village Boys and Girls Club. Mr. Ruffin thanked the NNPD for affording the boys the opportunity to participate in the basketball league. Officer Joshua J. Black served as the coach for the team.

Mayor Price thanked the youth for their participation. He also thanked the Boys and Girls Club for partnering with the NNPD. Twenty police officers attended the tournament to show their support as well as the referees. It was a pleasure to see the youth and young adults, who were respectful, and represented themselves and the Club well. Mayor Price advised that the community valued the youth and encouraged them to continue to do well in school. Mr. Hal Smith, President and CEO of the Boys and Girls Club of the Virginia Peninsula, as well as Mr. Orlando, of the Newport News Police Foundation, were also in attendance.

Mayor Price extended thanks to Councilwoman Cherry who attended all of the games, on each Saturday, to lend her support.

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)

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. This ordinance authorized and directed the City Manager to execute any and all
E. Public Hearings Continued

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) Continued

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). Consistent with the City's ongoing Choice Neighborhood Initiative (CNI) efforts, the City planned to convey this City-owned property to the NNRHA. Once conveyed, NNRHA would 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 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 Scott moved closure of the public hearing; seconded by Councilwoman Woodbury.

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

Councilman Jenkins moved adoption of the ordinance as shown above; seconded by Councilwoman Scott.

Vice Mayor Vick expressed concern about the area, particularly at the corner of 28th Street. There had been some discussion about housing for the area, but she was concerned with housing on the small corner, and traffic coming in and out. She was not sure if this would be the best choice as there was not a great deal of land there. There were single one-room apartments across the street; but this was projected to be more than one room. The proximity of that street in the area was of concerned, especially focusing on the safety of the children.

Ms. Wilds responded that the site under discussion had been earmarked under the Choice Neighborhood Program for more than one year. The NNRHA owned just under one acre, but with this site, the total would be 1.1 acre. She shared that she had spoken with the architect and reviewed designs. There would be some green space available on this particular lot, and more green space across the street in the block between 28th and 27th Street. The first phase would be 44 units, and was a part of the Choice Neighborhood Plan that had been under discussion for over one year.
E. Public Hearings Continued

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) Continued

Councilwoman Cherry indicated that she also had concerns. Looking at moving one set of concerns to two corners – 27th and 28th Streets – there was not quality space to provide quality of life. She continued to advocate for small businesses coming into the Southeast Community. A medical facility was suggested, but thought how many residents in the Southeast Community had medical insurance; and questioned who would come into the Southeast Community to provide free service outside of the Community Free Clinic. Councilwoman Cherry questioned what was being done. She did not think the space was enough space for the children. She advised that she would not vote to continue supporting moving people from one place to another if there was no space provided for recreation or quality of life. She did not think the two sites were enough without providing quality of life and some amenities to make life more pleasurable. Fast food restaurants were great, but understood there would be a survey conducted to determine what residents wanted, and questioned why that was being done.

Ms. Wilds replied that the Consultant did not mention a survey, but would have focus groups, meaning there would be discussions among the residents. Councilwoman Cherry indicated that a survey was already done. She reviewed the survey again, which specified the types of businesses the residents wanted, meaning that more focus groups were unnecessary.

Ms. Wilds recalled that one business wanted an urgent care facility. NNRHA explore the idea since the idea had been raised. Councilwoman Cherry indicated there was also a need for a laundry mat. Ms. Wilds indicated there would be a laundry facility in each individual unit. It was determined this was not only for families being moved from Ridley Circle, but would also include some market-rate units, which lead to the expectation of a place to wash and dry clothes in your own apartment.

Councilwoman Cherry advised the area lacked safety for the children to have a place to play. She advised that she would not support the ordinance, and would rather defer the matter until more information was provided about what would be done on the first levels, whether apartments upstairs, and mixed use downstairs. Councilwoman Cherry needed more definition in order to agree to the plan. The land was there, but what else would be done.

Ms. Wilds indicted it would be approximately two years before the space would be available for commercial users. She could not definitively say who would move in. Restaurants were also a possibility, to include some locally owned restaurants, rather than chains. The total was on 3,600 square feet of commercial space. Ms. Wilds expressed concern that if the City did not move forward with Phase I on Choice Neighborhoods, and were not in a position to tell HUD that an application was made for low-income housing tax credit program, which was due March 14, 2019, that the City would be backpedaling with HUD when they visited when short-listed.
E. Public Hearings Continued

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) Continued

Councilwoman Cherry questioned, if HUD visited, and the City was short-listed, whether she should inform HUD of her concerns. Ms. Wilds indicated that a plan had been submitted to HUD, which City Council had approved, which showed the site in question as Phase I. She advised this was not new information. Councilwoman Cherry wanted to find out what else was planned for the commercial use downstairs other than a restaurant and a medical facility. She reiterated small businesses were imperative, and questioned what the City was doing to cause it to occur. Councilwoman Cherry questioned who would see the people, at what time of day would they be available, and who would pay for the people to come to urgent care.

Ms. Wilds advised that would be an ongoing issue with commercial businesses if residents could not afford it due to income issues. Councilwoman Cherry indicated that people would support businesses more so than an urgent care facility. Ms. Wilds indicated market studies would be needed. NNRHA was working closely with the Department of Economic Development, but would mean that businesses must be provided that could pay rent to help support new space. It would be difficult to get a commitment from any business that knew it would be two years before the space was available.

Councilwoman Cherry indicated there was not enough safe space for children to play recreationally. She suggested revisiting what the survey showed that the people in the community wanted. Urgent care was not the only suggestion.

Ms. Wilds reiterated the need to speak with people in focus groups, and not only the residents from Ridley Circle, because there would also be family units and not just one-bedroom units.

Councilwoman Woodbury inquired whether this matter could be deferred. Ms. Wilds replied that NNRHA would not know in one meeting who would be moving in on the first Phase. Councilwoman Woodbury suggested a presentation at a City Council Work Session.

City Manager Rohlf recommended that City Council proceed. The only action taken would be transferring the property to the NNRHA. She would not defer transferring the property to the NNRHA.

Ms. Wilds explained that the NNRHA had to submit the preliminary information to the Virginia Housing Development Authority on Friday, January 25, 2019, showing that NNRHA had control of the property. The application had to be submitted on March 14, 2019. City Manager Rohlf advised that there was more time to have additional conversations.
E. Public Hearings Continued

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) Continued

Vice Mayor Vick felt HUD would be concerned about apartments for families with children. Ms. Wilds indicated that HUD had already approved the CNI Plan after receiving the grant. That Plan included the site in question before City Council, as the first phase. There were 44 units on this site, but NNRHA would redevelop Ridley Circle, tearing down all of those units, leaving many acres of land to develop. NNRHA would need to be in the position to show HUD that progress had been made on the plan that had been submitted over one year prior.

Councilwoman Cherry questioned, even though the residents may move from Ridley Circle, to these apartments, what would happen when Ridley Circle was redeveloped. The apartments on 28th Street would not be torn down. Ms. Wilds responded no. Councilwoman Cherry suggested making it conducive so that there was recreational and free open space for those residents that would be moved. Ms. Wilds responded that the NNRHA had control of just under one acre, and in order to make the number work, 40-50 units would have to be built. There would be green space on the site.

Mayor Price affirmed that the only action taken with the ordinance before City Council was to convey the property to the NNRHA. He added there would be ample time to voice concerns.

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

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)

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. This ordinance amended the City Code, Appendix B, Subdivision Regulations; Article IV., General Regulations; Section 4-01 (a), Compliance with Regulations; and Repealed Section 4-01.9, Subdivision Review Board (Subdivision Regulations No. SO-2018-0005). This Subdivision Review Board was an administrative body that provided relief to the strict adherence to the subdivision regulations in the creation of a subdivision lot. The Board was not authorized by the Code of Virginia. The amendment would remove the Subdivision Review Board from the Subdivision Regulations. On December 19, 2018, the City Planning Commission
E. Public Hearings Continued

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) Continued

voted unanimously 7:0 to recommend adoption of the amendment. The City Manager recommended approval.

(No registered speakers)

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

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

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

Councilwoman Cherry confirmed that Section 4-01.9 was being removed, but inquired, on pages 6 and 7, whether those Sections 4-01.10 through 4-01.13 would be reordained. City Attorney Owens replied that those Sections would be Reserved, and the other Sections would grandfather actions that the Subdivision Review Board had taken in the past.

Councilwoman Cherry inquired for what would those sections be reserved. City Attorney Owens responded those sections would be reserved for whatever City Council may choose to put in at some point in the future.

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

F. Consent Agenda

Councilwoman Woodbury moved adoption of the Consent Agenda, Items 1 through 5, all inclusive, as shown below; seconded by Councilman Jenkins.

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

(No registered speakers)
F. Consent Agenda Continued

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

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

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

   (No registered speakers)

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


   A RESOLUTION IN MEMORIAM FOR THE HONORABLE J.
   WARREN STEPHENS, JR. This resolution recognized the Honorable J. Warren Stephens, Jr.
   for his many contributions to the City of Newport News. The Honorable J. Warren Stephens, Jr.
   was born on February 14, 1924 in Newport News, Virginia, and was educated in Newport News
   Public Schools. He served in the U. S. Army field artillery during World War II before attending
   Virginia Military Institute. He went on to receive his undergraduate and law degree from the
   University of Virginia. Judge Stephens began his legal career practicing with the local form 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 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 recognized all that the Honorable J. Warren Stephens, Jr.
   had done to serve the City of Newport News, and for his many contributions to the quality of life
   of this community. The City Manager recommended approval.

   (No registered speakers)

   Vote on Roll Call:
   Ayes: Price, Scott, Vick, Woodbury, Cherry, Harris, Jenkins
   Nays: None
F. Consent Agenda Continued

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

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. This resolution granted 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. The City had 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 12VAC5-31-420, the Virginia Department of Health required applicants for Emergency Medical Services (EMS) licensure to obtain a resolution from the governing body of each locality where the services would be provided. The City Manager recommended approval.

Ms. Denise Thornton, 894 Charlotte Drive, Newport News, was available to answer questions.

Councilwoman Scott inquired, since this business could not serve in the same capacity as the City’s Transport Services, in what capacities would ISC Medical Transport operate other than from nursing home to nursing home. She questioned, if the City’s Emergency Response System requested ISC Medical Transport’s participation, how the City would ensure parity among these type of businesses. She questioned, if the City would enter into a contract with ISC Medical Transport for “overflow work,” would everyone be allowed to participate. City Manager Rohlf replied no, this was just a provision in case of an emergency, and the City called on ISC Medical Transport for service. ISC Medical Transport was private and there would be no contract with the City. She advised this was granting conditional approval but ISC Medical Transport was licensed through the State.

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

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

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
F. Consent Agenda Continued

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 Continued

AT 802 BLUE CRAB ROAD IN THE CITY OF NEWPORT NEWS, VIRGINIA. This resolution authorized 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. The Department of Parks, Recreation and Tourism required climate controlled storage space for a variety of equipment and supplies associated with annual events, festivals and related activities. Additional storage space was 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, was for approximately 2,000 square feet of store space. The centralized location of the storage space would be convenient not only for access to holiday events at City Center, but throughout other areas of the City. The lease term would be a five-year period from February 1, 2019 through January 31, 2024. Funding for this storage space would come from the special events annual operating budget. The City manager recommended approval.

(No registered speakers)

Councilwoman Cherry inquired about the agreement with regard to the base rent. She was glad to see that the base rent would go down in 2023 and 2024, but inquired about the reason for the reduction. City Manager Rohlf replied, in the first couple of years, some improvements to the building were made, and those improvement were factored into the initial years to assist in paying for the cost. After those improvements, the cost would roll off and the lease would go down.

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

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

One (1) bid was received and opened from Dominion Energy for the grant of 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. The easement would enable installation of underground electrical circuits. The cable would be installed in underground conduit via trenching and horizontal directional drilling. No overhead facilities would be installed. The bid was forwarded to the City Manager for review and evaluation. The required public notice was
G. Other City Council Actions Continued

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

properly advertised in the Daily Press. A public hearing was also advertised for the February 12, 2019 Regular Meeting of City Council to consider the ordinance that would grant the actual easements to the successful bidder. A copy of the bid received is attached and made a part of these minutes.

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

One (1) bid was received and opened from Dominion Energy for the grant of 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 a new service center for operations and transportation (SCOT) facilities. The easement would enable installation of underground electrical circuits. The cable would be installed in underground conduit via trenching and horizontal directional drilling. No overhead facilities would be installed. The bid was forwarded to the City Manager for review and evaluation. The required public notice was properly advertised in the Daily Press. A public hearing was also advertised for the February 12, 2019 Regular Meeting of City Council to consider the ordinance that would grant the actual easements to the successful bidder. A copy of the bid received is attached and made a part of these minutes.

Councilman Harris inquired whether City Council would receive an update on the SCOT facility. City Manager Rohlf responded yes, City Council would receive an update on the SCOT facility project.

3. Resolution Authorizing and Directing the City Manager to Execute a Deed to Include Parking Rights and Administration Agreement for Phase Four Parking Garage By and Between the City of Newport News (City) and the Economic Development Authority (EDA) for 1.555 Acres of Land Located at 11849 Canon Boulevard

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. This resolution authorized and directed 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. In order to facilitate construction of the City-owned Phase Four Parking Garage on EDA-owned property, the City and the EDA needed to enter into a lease agreement. The Phase Four Parking Garage was consistent
G. Other City Council Actions Continued

3. Resolution Authorizing and Directing the City Manager to Execute a Deed to Include Parking Rights and Administration Agreement for Phase Four Parking Garage By and Between the City of Newport News (City) and the Economic Development Authority (EDA) for 1.555 Acres of Land Located at 11849 Canon Boulevard Continued

with the original City Center Master Plan and was in support of ongoing expansion at City Center. The proposed lease would include a Parking Rights and Administration Agreement as an addendum, which would provide the EDA with the ability to construct, operated, and manage the new parking garage on behalf of the City. The Phase Four Parking Garage would be a part of the existing shared parking system at City Center. The City Manager recommended approval.

(No registered speakers)

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

Councilwoman Cherry asked for clarity under the Agreement, with regard to Insurance, Maintenance and Operation, where it was specified, “. . . with funding support from the Tenant, Landlord agrees to . . .” Councilwoman Cherry stated the City would be leasing the parking lot from the EDA; and to restore the Phase Four Parking Garage as soon as reasonably practicable in the event of a casualty loss, and questioned whether the City would have to rebuild the facility should something occur. City Manager Rohlf asked Mr. Matthew Johnson, Economic Development Manager, Department of Development, to address the matter. Councilwoman Cherry reiterated, asking under Insurance Maintenance and Operation, “with funding report from the tenant,” the landlord agree to several guidelines. Councilwoman Cherry reminded that the City would be the tenant, and questioned what was meant by the term, “with funding support.” The City would be paying for the garage, but in the event of casualty loss, would the City have to pay for the facility again. Mr. Johnson responded, while he was not legal or insurance counsel, his understanding was that the City would assist the EDA with the insurance covered on the garage. Councilwoman Cherry questioned that the City was paying for building the garage and paying for the insurance, and leasing the property, and would also have to pay if the property needed to be restored. Mr. Johnson replied that the insurance was designed to cover the full build of the garage. City Attorney Owens replied that it was casualty insurance. Councilwoman Cherry advised that the section was not clear, and thought it said the City would pay more money to the project should something occur. Mr. Johnson responded that there was nothing planned beyond regular insurance payments.

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

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 for Maintenance Payment Purposes

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. This resolution authorized 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. The City’s street maintenance was reported to VDOT for State payment to the locality for maintenance purposes and required a resolution of City Council. The streets had been constructed to the standards required by the State and were eligible for State maintenance funds. This resolution complied with VDOT’s requirement and would formally add to the lane mileage additions. The net change requested would increase the revenue by $16,555. The City Manager recommended approval.

(No registered speakers)

Vice Mayor Vick.

Councilwoman Scott moved adoption of the above resolution; seconded by

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

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

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. This ordinance amended and reordained the 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. 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, 2010 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 would be more than 10 years old at the time of annual inspection, which was a separate concern from the safety of the vehicle. The cleanliness and condition of the exterior and interior of the vehicle was
G. Other City Council Actions Continued

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 Continued

checked during the annual inspection process. At a Special Meeting on November 7, 2018, the Board voted 2-1 to recommend changed in the age limit of taxicab at the date of annual taxicab inspection. The City Manager recommended approval.

(No registered speakers)

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

Councilwoman Scott acknowledged the presence of Mr. Hassan E. Ali. She indicated that she was very sympathetic to this matter. She advised that she would not vote against the ordinance before the City Council, but expressed concern to the members of the Taxi Advisory Board. She encouraged the Board to look at the year of the taxicab that they were willing to compromise. She recalled that 174 taxicabs had reached their 10-year threshold. The City did not want 25-year old taxicabs at the Airport, which was not the face of the City. She asked Mr. Ali and members of the Taxi Advisory Board to think about what year they thought taxicabs should be retired. This was their business and they knew best what the vehicles would look like in 20 years. She thought maybe suggesting the threshold for taxicabs be 15 years; but remembered that she drove a 16-year old vehicle, which was in good condition other than vandalism. She did not ask City Council to take additional action, but would ask the City Manager to revisit this matter. Whether the Board could decide which taxicabs could remain in the community or which taxicabs could go to the airport, but asked that the taxicab Advisory Board have addition discussions so 174 taxicabs would not be taken off of the street within the near future. Councilwoman Scott realized this was the way the Board made a living, but the Hospitality Association had grave concerns when first implemented.

Vice Mayor Vick recalled the main point of discussion when this issue originally came before City Council, were concern by the Hospitality Association. Vice Mayor Vick advised that she would continue to insist that every taxicab in the City of Newport News was not for hospitality. There were numerous residents in the Southeast Community that used taxicabs for numerous reasons, i.e. getting to doctor appointments, grocery stores, etc. Not saying that taxicabs should be less than but, just because a car has aged did not mean it was not well kept, which is what the inspectors should be for – inspecting on the condition of the taxicab, and not the age. People across America drive vehicles that varied in age, e.g., some antique vehicles were still operable. In her opinion, it was not the government’s role to decide how long a taxicab should be able to function. She suggested looking at the City holistically, particularly in the manner taxicabs serviced the citizens.
G. Other City Council Actions Continued

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 Continued

Councilwoman Scott responded that was her reason for suggesting the Taxi Advisory Board to decide the year taxicabs should be retired. She cited her experience of catching taxi cabs to the airport rather than leaving her private vehicle, and not taking a cab that was unkempt and dirty.

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

H. Appropriations

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

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 of Replacement)

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED ($6,395,578.00) TO HVAC REPLACEMENTS – JENKINS AND HILTON ($5,483,363.00) AND FACILITY RENOVATION AND IMPROVEMENT ($912,215.00). This resolution appropriated $6,395,578.00 from the General Obligation Bond Fund to Newport News Public Schools for HVAC Replacements at Jenkins Elementary and Hilton Elementary Schools, and for Facility renovation and improvements for a roof replacement at Lee Hall Elementary School. This appropriation would allow the School Division to proceed with projects related to the adopted FY 2019 Capital Improvements Plan using the unappropriated balance of the FY 2018 Bond Authorizations.

(No registered speakers)

Vote on Roll Call:
Ayes: Price, Scott, Vick, Woodbury, Cherry, Harris, Jenkins
Nays: None
I. Citizen Comments on Matters Germene to the Business of City Council

Mr. Antonio Thompson, P. O. Box 413, Newport News, quoted bible scriptures from I Thessalonians 4:16; Ezekiel 34:29; and Ecclesiastes 34; alluding to United States President, Donald Trump, being the Trump of God; and the raising of a plant renown.

Mr. Thompson further suggested the legalization of marijuana to assist paying the national debt.

Mr. Thompson thanked Councilwoman Cherry for being willing to stand alone and fight for the citizens. He also thanked the entire City Council and Chief Steve Drew, NNPD. He indicated that crime would rise with the government shutdown because people had to eat.

Mr. John Gergely, 449 Winterhaven Drive, Newport News, recalled that City Hall and other facilities were built in bustling Newport News, approximately 50 years prior, as a result of President Lyndon Johnson’s urban renewal plans. Upper Newport News had not been filled in, and Denbigh was a small town. Casey Chevrolet and Hutchens Chevrolet were located in the Downtown area, bringing many people. Mr. Gergely referenced the meetings for the Denbigh - Warwick Plan, which numerous citizens attended. He indicated that people did not come Downtown, due to the distance. He asked City Council to hold Council meetings in other locations throughout the City, i.e. City Center, Brittingham-Midtown Community Center, or the Denbigh Community Center. City Council would get more participation if the meetings were held at other locations throughout the City.

Mr. Gergely suggested the agendas be written in layman’s terms so that citizens could understand what was going on in the City.

Mr. Adrian Whitcomb, 316-54th Street, Newport News, congratulated Chief Drew, NNPD, the boys from the Crossroad Village Boys and Girls Club, and other leaders in the community who were involved in the 3-on-3 Basketball League. He attended on Saturday, January 19, 2019, and observed a great deal of enthusiasm. It reminded him when he was involved in coaching Co-ed softball in the 1970s. The team practiced on the playground of the former Jackson Elementary School. He learned a great deal from coaching, particularly teamwork. He observed the same teamwork character in the team from the Crossroads Village Boys and Girls Club. Mr. Whitcomb advised that he had kept in contact with those members of the softball team that he coached. He shared that he came to Newport News originally in an effort to save the playground of the former Jackson Elementary School. He was pleased to report that the property remained, as the 47th and Warwick Mini-Park. He recognized the need for recreation back in the 1970s. The citizens had Huntington Beach, and the waterfront. Citizens in the northern part of the City had to travel to Huntington Park. He urged City Council to hurriedly focus on the process of opening up the former City Farm property, which was a part of Riverview Farm Park, to all of the people.

Mr. Ernest Thompson, 645-19th Street, Newport News, advised that he had attended the Joint Meeting of the Newport News City Council and the School Board, held earlier,
I. Citizen Comments on Matters Germaine to the Business of City Council Continued

January 22, 2019, 4:00 p.m., at the Downing-Gross Cultural Arts Center (2410 Wickham Avenue), and was thrilled hearing the news of the idea and reality that Huntington Middle School would be rebuilt. He was also excited about hearing of the idea of the campus of Huntington Middle School site, which Mayor Price advocated. He hoped that City Council would direct the City Manager to bring this to fruition within three to six months in an effort to work out the concept.

Mr. Thompson commented on the CNI project, in which he was involved with from its inception. He expressed concern about green space, in the first phase of the project. He observed that the facilities that were built from 25th Street to 26th Street, when children exited, they could only come out directly onto the street. He questioned where the children would go safely. Mr. Thompson asked City Council to consider finding a piece of property, in close proximity, for green space, to afford the residents a place to relax and enjoy themselves in a safe space.

J. Old Business, New Business and Councilmember Comments

Mayor Price extended congratulations to the football team of The Apprentice School of Newport News Shipbuilding (A Division of Huntington Ingalls Industries), who won their first National Championship in the 99-year school history, on Saturday, December 1, 2018, in Wheeling, West Virginia, defeating Oakland University 56-14. The team was honored during half-time at the Apprentice School Basketball Game on Saturday, January 12, 2019, 2:00 p.m., with a 87-73 victory against Warren Wilson. The football team would receive a championship ring. Several members of the Newport News City Council were on hand to lend their support.

Mayor Price extended condolences to the family of former Newport News Vice Mayor, the Honorable Joseph C. Whitaker, on his passing on January 8, 2019. He mentioned previously that he was at the NNPD and Boys and Girls Club basketball tournament on Saturday, January 19, 2019 and chose not to attend the funeral because he knew that Mr. Whitaker would have wanted him where he was – serving the youth. Vice Mayor Whitaker had a tremendous respect and desire to help youth in the community, and he hoped the Whitaker family would understand.

Mayor Price shared that he and others participated in the MLK, Jr. Day of Service Food Drive to benefit the Foodbank of the Virginia Peninsula, held Monday, January 21, 2019, 9:00 a.m. – 1:00 p.m., which was tremendous. With the poundage and the monetary donations collected, preliminary numbers showed that the collection were equivalent to 26,730 meals. He thanked the community and those partners with the City to make the event a success.

Councilwoman Scott extended thanks to Newport News Mayor, Dr. McKinley Price, DDS, for hosting the MLK, Jr. Day of Service Food Drive to benefit the Foodbank of the Virginia Peninsula, help Monday, January 21, 2019, 9:00 a.m. – 1:00 p.m. She had the opportunity to stop by briefly, reminding that food insecurity and hunger abatement was one of
J. Old Business, New Business and Councilmember Comments Continued

her favorite philanthropies. She commended Mayor Price on his efforts and everyone who came out to support the community of elected officials and other leaders in the community.

Councilwoman Scott extended thanks to Chief Steve Drew, NNPD, and the Carrington Group, for the presentation at the January 22, 2019 City Council Work Session, on the Building Better Futures Initiative. It was an awesome presentation, with so much information. She liked the direction the Initiative was taking and looked forward to being a part of the solution.

Councilwoman Scott advised that she enjoyed the exchange of information with the Newport News School Board, held earlier at the Joint Meeting of the Newport News City Council and the School Board, at the Downing-Gross Cultural Arts Center (2410 Wickham Avenue), 4:00 p.m. She believed the leadership paradigm was changing in the City by being proactive by getting together and doing things collaboratively. She looked forward to continuing to work with the Newport News School Board.

Councilwoman Scott reminded that the first North District Town Hall Meeting would be held on Monday, January 28, 2019, 7:00 p.m., at the Denbigh Community Center (15198 Warwick Boulevard). The agenda would be Open Discussion. All citizens were invited to attend, voice their concerns, and share their suggestions and recommendations.

Vice Mayor Vick extended congratulations to Chief Steve Drew, NNPD, on an outstanding Press Conference, held on Tuesday, January 15, 2019, 10:30 a.m. at the Newport News Police Headquarters (9710 Jefferson Avenue). She expressed appreciation for the advance notice given to members of City Council. Regarding information report, she believed that Newport News was going in the right direction, and commended him as leader in the effort to reduce crime and to help make the neighborhoods safer; i.e. by being proactive, earmarking communities with the most crime to figure out a strategy to decrease crime and provide a better quality of life.

Vice Mayor Vick advised that she attended the Hampton-Newport News Chapter of CHUMS-33rd Annual “Dr. Martin Luther King” Memorial Scholarship Breakfast, on Monday, January 21, 2019, at the Marriott at City Center (740 Town Center Drive). Proceeds from the ticket sales go toward scholarships for the youth. Vice Mayor Vick indicated there were amazing youth present. Kudos to CHUMS, Inc.

Vice Mayor Vick announced that the City’s Department of Human Services would host a Poverty Simulation event at the South Morrison Family Education Center (746 Adams Drive), on Thursday, January 24, 2019, 1:30 p.m. – 3:30 p.m. The theme was “Poverty Isn’t a Game,” where citizens would be able to see how families who experience poverty live from day to day. The event was free with limited space available. Interested citizens were asked to register. She

With reverence to Mr. Gergely’s suggestion, Councilwoman Woodbury shared that she too had attended the meeting on the Denbigh-Warwick Area Plan, and the newspaper
J. Old Business, New Business and Councilmember Comments Continued

suggested it would be great if citizens were more involved. She reminded, since her election to
the Newport News City Council in 2008, that she presented the idea for City Council meetings
to be held in different parts of the City, e.g. the James Room at City Center, the Brittingham-
Midtown Community Center, and the Denbigh Community Center. She advised that City
Council owed it to the citizens to make the meetings more accessible to more people.

Councilwoman Woodbury extended condolences to the Deans family, on the
death of Mr. Robert “Bob” Deans, II (Mr. Deans passed away on January 6, 2019). He served his
country in the Navy and taught for over 32 years at Our Lady of Mt. Carmel Catholic School, as
well as the Newport News Public Schools. Known as “Mr. Civics,” Mr. Deans was a great
advocate of the City Farm, and often spoke of the importance of that historical site.

Councilwoman Cherry thanked the citizens for their attendance and participation.

Councilwoman Cherry announced that there would be a
Building Wealth Seminars and free life insurance quotes, as well business opportunity for those
interested, which began Tuesday, January 22, 2019, 5:00 p.m. – 7:00 p.m., at Charm’d Lounge,
25 Wythe Creek Road, Hampton. The seminars would continue every other Tuesday.

Councilwoman Cherry announced that there would be a
free rabies clinic immunization on Saturday, March 9, 2019, 9:00 a.m. – 1:00 p.m., at the Piggly
Wiggly (3101 Jefferson Avenue). For additional details, citizens were asked to contact Ms.
Olivia Lane, Medical Reserve Coordinator, Health Department, at (757) 594-7076.

Councilwoman Cherry announced there would be a Faith, Justice & Community
Meeting, hosted by the Newport News Police Department (NNPD), was scheduled for Tuesday,
February 5, 2019, 1:00 p.m. – 3:00 p.m., at the Newport News Police Headquarters (9710
Jefferson Avenue). All faith communities were invited.

Councilwoman Cherry extended congratulations to Crossroads Village Boys and
Girls Club for winning the 3-on-3 Basketball Tournament. She advised that all of the teams
played hard. She believed the relationships built between the police officers and the children
would be life changing. She extended thanks to Chief Drew, NNPD, and Mr. Hal Smith,
President and CEO, Boys and Girls Club of the Virginia Peninsula.

Councilman Harris thanked Mayor Price for allowing some of his students from
Denbigh High School to volunteer in the MLK, Jr. Day of Service Food Drive to benefit the
Foodbank of the Virginia Peninsula, held Monday, January 21, 2019, 9:00 a.m. – 1:00 p.m.

As was his practice to recognize youth, Councilman Harris indicated that Ms.
Sirata Fox, Professional School Counselor, Lee Hall Elementary School, recommended
recognizing the following students who showed leadership at Lee Hall Elementary School: First
Grade – Jeddiann Velazquez France, Sanyi Johnson, Marcus Atwater, and Demani’e Doles;
J. Old Business, New Business and Councilmember Comments Continued

Second Grade – Denver Brown, Qayden Rhodes, Raleigh Brooks, Za’Nasia Blackwood, and Shawn Randall; Third Grade – Keyira Rhodes; Fifth Grade – Elijah Milligan.

Councilman Harris acknowledged a Menchville High School graduate, Mr. Kwame Lassiter. He had an opportunity to watch Mr. Lassiter while growing up. Mr. Lassiter paved the way for Newport News. Councilman Harris advised that Mr. Lassiter passed away. A celebration of life would be held on Saturday, January 26, 2019, at the Hampton Roads Convention Center. Although Mr. Lassiter lived in Arizona, he did quite a bit to help youth in the Newport News community. A member of the NFL Phoenix/Arizona Cardinals, was big in the Hampton Roads Youth Foundation, related to holding free football clinics in Newport News for more than 20 years. Many citizens may recall legendary athletes from Huntington High School included Walter Bowers, Leroy Keyes, and Ray Pilot; but he recalled Kwame Lassiter, who paved the way for the newer athletes, to ensure they could come out of Newport News, Virginia, and tout athletes like Michael Vick and Aaron Brooks, who made it to the next level. Mr. Lassiter touched many lives by how he lived and gave back once he finished his career in the NFL. Councilman Harris extended condolences to the family of Mr. Kwame Lassiter.

Councilman Harris announced the 2nd Annual Re-up School Supply Distribution Event, if there were students in need of school supplies, scheduled for Saturday, January 26, 2019, 2:00 p.m. – 5:00 p.m. at The Boathouse Live, at 11800 Merchants Walk, #100. Young performers would take the stage to display their talents, other activities would include face-painting, and free hair-cuts. Staff from the Newport News Department of Human Services would be on hand to provide valuable resources for families.

Councilman Harris advised that later in the evening, Newport News Public School employees would come together for a concert, 7:00 p.m., at The Boathouse Live, Music would be provided by the United Souls Band, a popular local reggae group, who wanted to give back to the community.

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 8:10 P.M.
Mabel Washington Jenkins
Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, tested:

City Clerk
F. Consent Agenda

4. Resolution in Memoriam: Kwamie Lassiter

ACTION: A REQUEST TO APPROVE A RESOLUTION IN MEMORIAM FOR KWAMIE LASSITER

BACKGROUND:

- Kwamie Lassiter was born on December 3, 1969, in Hampton, Virginia and was educated in the Newport News public school system, graduating from Menchville High School.


- Kwamie Lassiter played two years of college football at Butler Community College, and upon transferring to the University of Kansas, played from 1992 to 1994, playing on the 1992 Aloha Bowl Championship team. He also earned All-Big Eight Honors as a senior at the University of Kansas.

- In 1995, Kwamie Lassiter was signed as an undrafted free agent by the Arizona Cardinals of the National Football League ("NFL"). He played for the Arizona Cardinals from 1995 to 2002, the San Diego Chargers in 2003, and the St. Louis Rams in 2004. Over his NFL career, Kwamie Lassiter was credited with 416 solo tackles and 180 assisted tackles for a total of 596 tackles, 25 interceptions, 4 sacks, and 2 touchdowns. In 2001, he was selected as an alternate to the Pro Bowl.

- Since his retirement from professional football, Kwamie Lassiter served as a pregame and postgame host for the Arizona Cardinals Radio Network from 2006 to 2008. In 2009, he hosted the Kwamie Lassiter’s Sports Talk program on the VoiceAmerica Internet radio network. In 2010, he became President of the NFL Alumni Chapter in Arizona.

- Kwamie Lassiter created the Kwamie Lassiter Foundation. The mission of the Foundation is to “make health and wellness a priority by increasing the awareness to a better living.” Kwamie Lassiter was particularly passionate about health
awareness and his Foundation helped to bring awareness about sickle cell anemia, cancer, and childhood obesity and to promote active lives with a healthy diet in children.

- Kwamie Lassiter also started the T.A.C.K.L.E. (Teaching All Children to Kickoff Leadership in Education) Foundation. The T.A.C.K.L.E. Foundation seeks to “help establish better futures for children who are at risk for poor educational, social, economic and health outcomes.”

- Kwamie Lassiter passed away on January 6, 2019, at the age of forty-nine; he is survived by his loving wife, Erika; sons Kwamie II, Eric, Kwinton, Kwincy, Darius, KaVon, Devon, and Darian.

- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
- Description sdm16740 Memoriam re Kwamie Lassiter
RESOLUTION NO. ______________

RESOLUTION IN MEMORIAM

KWAMIE LASSITER

WHEREAS, the Council of the City of Newport News, Virginia, records with deep and profound sadness the death of the Kwamie Lassiter; and

WHEREAS, Kwamie Lassiter was born on December 3, 1969, in Hampton, Virginia and was educated in the Newport News public school system, graduating from Menchville High School. He attended Butler Community College in 1989 and 1990 transferring to the University of Kansas in 1991 and graduating with a degree in communications in 1994; and

WHEREAS, Kwamie Lassiter played two years of college football at Butler Community College and upon transferring to the University of Kansas played from 1992 to 1994, playing on the 1992 Aloha Bowl Championship team. He also earned All-Big Eight Honors as a senior at the University of Kansas; and

WHEREAS, in 1995, Kwamie Lassiter was signed as undrafted free agent by the Arizona Cardinals of the National Football League ("NFL"). He played for the Arizona Cardinals from 1995 to 2002, the San Diego Chargers in 2003, and the St. Louis Rams in 2004. Over his NFL career, Kwamie Lassiter was credited with 416 solo tackles and 180 assisted tackles for a total of 596 tackles, 25 interceptions, 4 sacks, and 2 touchdowns. In 2001, he was selected as an alternate to the Pro Bowl; and

WHEREAS, since his retirement from professional football, Kwamie Lassiter served as a pregame and postgame host for the Arizona Cardinals Radio Network from 2006 to 2008. In 2009, he hosted the Kwamie Lassiter’s Sport Talk program on the VoiceAmerica Internet radio network. In 2010, he became president of the NFL Alumni Chapter in Arizona; and

WHEREAS, Kwamie Lassiter created the Kwamie Lassiter Foundation. The mission of the foundation is to “make health and wellness a priority by increasing the awareness to a better living.” Kwamie Lassiter was particularly passionate about health awareness and his foundation helped to bring awareness about sickle cell anemia, cancer, and childhood obesity and to promote active lives with a healthy diet in children; and

WHEREAS, Kwamie Lassiter also started the T.A.C.K.L.E. (Teaching All Children to Kickoff Leadership in Education) Foundation. The T.A.C.K.L.E. Foundation seeks to “help establish better futures for children who are at risk for poor educational, social, economic and health outcomes.”; and

WHEREAS, Kwamie Lassiter passed away on January 6, 2019, at the age of forty-nine; he is survived by his loving wife, Erika; sons Kwamie II, Eric, Kwinton, Kwincy, Darius, KaVon, Devon, and Darian; and
WHEREAS, the product of his professional and community activities touched the lives of many, and the death of Kwamie Lassiter creates a void 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 Kwamie Lassiter has done to serve others and for his many contributions to the quality of life of those he touched.

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 Kwamie Lassiter.

3. That this resolution shall be in effect on and after the date of its adoption, February 12, 2019.
G. Other City Council Actions

1. Resolution Authorizing and Directing the City Manager to Execute Any and All Documents Necessary to Execute an Updated and Renewed Hazardous Materials Response Team Agreement between the City and the Virginia Department of Emergency Management.

ACTION: A REQUEST TO APPROVE A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND THE VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT (VDEM) REGARDING THE HAZARDOUS MATERIALS RESPONSE TEAM.

BACKGROUND: • The City of Newport News and the Commonwealth of Virginia Department of Emergency Management (VDEM) have worked together for a number of years to enhance the Commonwealth's emergency response capabilities.

• The VDEM is authorized by the Code of Virginia, Sections 44-146.18 and 44-146.36.A, to enter into agreements to provide hazardous materials emergency response, necessary or incidental, in performance of any of its duties, with political subdivisions and other public and private entities.

• The Fire Department's Hazardous Materials Response Team has operated as a regional response asset through a formal Memorandum of Understanding (MOU) between the VDEM and the City of Newport News for almost 30 years.

• Support through the VDEM for the Newport News Hazardous Materials Team - in the form of training, technical guidance and annual funding - allow the Fire Department to provide an enhanced level of service to the citizens of the City and the Commonwealth on a daily basis.

• An update and renewal of the existing MOU - effective until June 30, 2023 - provides clear lines of authority and responsibility for each party.
The City Manager recommends approval.

**FISCAL IMPACT:**  N/A

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memo to HCC re VDEM HazMat Response Team MOU 2.6.19</td>
<td>HAZMAT_VDEM_MOU</td>
</tr>
<tr>
<td>Newport News HAZMAT_VDEM_MOU</td>
<td>sdm16736</td>
</tr>
<tr>
<td>sdm16736 Authorizing re MOU between VA Dept of Emergency Management and City</td>
<td></td>
</tr>
</tbody>
</table>
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

February 6, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Virginia Department of Emergency Management Hazardous Materials Response Team Agreement

The City of Newport News (City) and the Commonwealth of Virginia Department of Emergency Management (VDEM) have worked together for a number of years to enhance the Commonwealth’s emergency response capabilities to protect the environment and the health, safety, and welfare of the citizens. The Fire Department’s Hazardous Materials Response Team has operated as a regional response asset through a formal Memorandum of Understanding (MOU) between the VDEM and the City for almost 30 years.

This MOU is an update and renewal of the existing agreement and provides clear lines of authority and responsibility for each party. Support through the VDEM for the Newport News Hazardous Materials Response Team - in the form of training, technical guidance, and annual funding - allows the Fire Department to provide an enhanced level of service to the citizens of the City and the Commonwealth on a daily basis.

I recommend approval.

Signed: [Signature]
Cynthia D. Rohlf

cc: Alan K. Archer, Assistant City Manager
    Scott W. Liebold, Chief, Newport News Fire Department
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 MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF EMERGENCY MANAGEMENT AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED THE 12TH DAY OF FEBRUARY, 2019, REGARDING THE NEWPORT NEWS HAZARDOUS MATERIALS RESPONSE TEAM.

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 Memorandum of Understanding by and between the Commonwealth of Virginia, Department of Emergency Management and the City of Newport News, Virginia, dated the 12th day of February, 2019, regarding the Newport News Hazardous Materials Response Team.

2. That a copy of the said Memorandum of Understanding is attached hereto and made a part hereof.

3. That this resolution shall be in effect on and after the date of its adoption, February 12, 2019.
COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT
AND
THE CITY OF NEWPORT NEWS, VIRGINIA, ON BEHALF OF
THE NEWPORT NEWS HAZARDOUS MATERIALS RESPONSE TEAM

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made this 12th day of February, 2019, by and between the Commonwealth of Virginia, Department of Emergency Management (VDEM) and the City of Newport News, Virginia, a political subdivision within the Commonwealth of Virginia.

WHEREAS, There exists within the Commonwealth of Virginia the potential for serious accidents, as well as man-made and natural disasters; and

WHEREAS, The public health, safety and welfare may be threatened as a result of these incidents; and

WHEREAS, The VDEM is authorized by Va. Code Ann. §§ 44-146.18 and 44-146.36. A to enter into agreements to provide hazardous materials emergency response, necessary or incidental to performance of any of its duties, with political subdivisions and other public and private entities; and

WHEREAS, The City of Newport News is the host jurisdiction of the Newport News Hazardous Materials Response Team. References to the Newport News Hazardous Materials Response Team in this Agreement shall mean the City of Newport News; and

WHEREAS, The City of Newport News and VDEM desire to enhance the Commonwealth’s Emergency Management capabilities to protect the environment and the health, safety, and welfare of the citizens of the Commonwealth from the dangers and potential dangers of accidents and incidents during natural and man-made emergencies by entering into this Agreement for the City of Newport News to provide a Hazardous Materials Response Team to areas impacted by events in the Commonwealth of Virginia or to fulfill a request for assistance under the Emergency Management Assistance Compact (EMAC), Va. Code Ann. § 44-146.28:1.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

I. DEFINITIONS

The terms set forth below shall have the following meanings unless the context clearly requires otherwise:

1. Hazardous Materials (see Virginia Code Section 44-146.34): means substances or materials which may pose unreasonable risks to health, safety, property, or the environment when used, transported, stored or disposed of, which may include materials
which are solid, liquid or gas. Hazardous materials may include toxic substances, flammable and ignitable materials, explosives, corrosive materials, and radioactive materials and include (i) those substances or materials in a form or quantity which may pose an unreasonable risk to health, safety, or property when transported, and which the Secretary of Transportation of the United States has so designated by regulation or order; (ii) hazardous substances as defined or designated by law or regulation of the Commonwealth or law or regulation of the United States government; and (iii) hazardous waste as defined or designated by law or regulation of the Commonwealth.

2. National Fire Protection Association Standard 472 (NFPA 472) Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents: This standard identifies the minimum levels of competence required by responders to emergencies involving hazardous materials/Weapons of mass destruction (WMD). It includes the competencies for awareness level personnel, operations level responders, hazardous materials technicians, incident commanders, hazardous materials officers, hazardous materials safety officers, and other specialist employees. VDEM uses this standard to establish training and certification requirements for the state’s hazardous materials program.

II. RESPONSIBILITIES OF VDEM

A. VDEM agrees to provide:

1. Annual funding within the constraints of the budget authorized by the General Assembly to assist the team in defraying costs in maintaining team readiness. VDEM will provide annual funding guidance which will include total amount and directives on use to ensure team readiness prior to the start of the Commonwealth’s fiscal year.

2. Hazardous materials training to maintain the minimum team roster in accordance with this agreement. Cost of lodging and per diem for each member will be provided when training is outside the locality in accordance with state travel regulations.

3. An annual inspection of the team’s training records, financial records, medical records, and equipment inventory to ensure compliance with this agreement. The inspection will be led by the Hazardous Materials Program Manager and supported by a member of the VDEM’s financial management staff.

B. VDEM shall request Hazardous Materials Response Team assistance in accordance with the procedures set forth in Appendix A.

C. VDEM shall reimburse all eligible expenses incurred during a VDEM-authorized State hazmat response in accordance with the below procedure.

D. VDEM will place the Newport News Hazardous Materials Response Team in the non-competitive category of the State Homeland Security Grant program in order to provide
access to additional potential funding to support team equipment and training aligned with published annual hazardous materials program grant funding priorities.

E. VDEM will certify team members under the provisions of the U.S. Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) 1910.120 (q) and the National Fire Protection Association (NFPA) Standard 472 for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents (2013). Types of certification includes the following:


3. **Hazardous Materials Safety Officer/Hazardous Materials Officer**: Meet technician requirement above and complete the Tactical Command and Safety Course.

4. **Hazardous Materials Technician with Radioactive Materials Specialty**: Meet technician requirement above and successfully meet the competencies of Chapter 18 of NFPA 472 (courses outside VDEM are acceptable, applications will be reviewed on a case by case basis).

5. **Hazardous Materials Technician with Weapons of Mass Destruction Specialty**: Meet technician requirement above and successfully meet the competencies of Chapter 23 of NFPA 472 (courses outside VDEM are acceptable, applications will be reviewed on a case by case basis).

### III. RESPONSIBILITIES OF THE HOST JURISDICTION

A. The City of Newport News agrees to provide:

1. A group of 31 Hazardous Materials Response Team members. All assigned team members will be certified at the technician level. In addition, at a minimum, 25 percent of assigned team members must be certified at the specialist level. Only certified personnel currently listed on the team roster will participate in VDEM activated responses.

2. Necessary response vehicles and equipment with adequate garaging, storage, and maintenance thereof, in accordance with reasonable safety and operating standards.

3. Team response 24 hours per day, seven days per week, at the request of VDEM, within 30 minutes of notification. See Appendix A.
4. Access to team equipment and training records by the VDEM Hazardous Materials Program manager during normal business hours. A roster of team personnel will be furnished to the Program Manager on a semi-annual basis.

5. Baseline and annual medical examinations for all team members and leaders. Documentation to be provided for all team members and leaders as requested. See Appendix C for guidelines for physicals.

6. A written response report using provided forms to VDEM within 24 hours following a response.

B. Report team readiness to the VDEM’s Situation Awareness Unit to ensure VDEM maintains an accurate team status at all times. VDEM will assume the team is ready unless notified the team is out of service or under a delayed response beyond the required 30 minute deployment time. Nature of status will be reported as well (mechanical, personnel, training-delayed response, etc) along with an estimate on when the team will return to a ready status. In addition, team will report response updates to the SAU which includes: acknowledge activation, enroute, on-scene, clearing the scene, and back in quarters. Status may be reported by phone, through the locality’s PSAP or via STARS radio.

C. The City of Newport News agrees to maintain training proficiency for all team members by having each member complete, as a minimum, 24 hours of continuing education annually and participate in annual drills or exercises developed or sponsored by VDEM.

D. For the life of this agreement, the City of Newport News will maintain the minimum State hazmat response equipment inventory as specified in Appendix B attached hereto.

E. The City of Newport News agrees to comply with Virginia Standards for General Industry, as found in 29 CFR 1910 and, in particular, the regulations found in 29 CFR Part 1910.120, Hazardous Waste and Emergency Response.

F. The Newport News Hazardous Materials Response Team agrees to participate with VDEM and other State Special Operations teams in the strategic planning process and abide by its implementation.

G. The Newport News Hazardous Materials Response Team agrees to coordinate with other VDEM Special Operations teams to ensure interoperability and standardization of equipment.

H. The Newport News Hazardous Materials Response Team agrees to support requests for assistance under the Emergency Management Assistance Compact (EMAC).

I. Participation by the City of Newport News in this Agreement is subject to the annual appropriations of the Newport News City Council.
IV. REIMBURSEMENT PROCEDURE

A. Payment will be made only for authorized expenses for responses authorized by VDEM. Authorized expenses include the following:

1. Payment of salaries, wages, fringe benefit costs of response personnel, and other expenses (in accordance with state guidelines) incurred during a response activated by VDEM. Time billed will start when the team is activated by VDEM and concludes when the team has returned to their base of operations in their locality. Up to two additional hours for equipment cleanup (when necessary) are authorized and also costs associated with backfill personnel.

2. Payment for or resupply of expendable materials used during the incident.

3. Payment for or replacement of nonexpendable items damaged beyond economical repair. A statement is required documenting extent of damage, length of time in use, and condition of item at time of damage.

4. Payment for repair of nonexpendable items.

5. Payment of workers' compensation claims.

6. Reimbursement for the use of team equipment using the below schedule.

7. Payment for vehicle insurance deductible only (up to $1,000) if the vehicle is involved in an accident on a State hazmat response. If a third party is involved in an incident and is at fault, collection will be attempted by the team from the third party before VDEM will reimburse.

B. Team will submit a Cost Recovery Form to VDEM’s Chief Financial Officer within 10 days following a response to request reimbursement of authorized expenses as outlined within. Payment will be made within 30 days of VDEM cost validation.

C. Prior to the end of hour 72 of a team response, the State Coordinator of the VDEM (or his designee) will coordinate with the affected jurisdiction to determine if the jurisdiction, the state, or the federal government will continue funding the Hazardous Materials Response Team or whether they will be demobilized.

D. The latest FEMA Schedule of Equipment Rates will be used to determine equipment use cost (see 44 CFR § 206.228). Mileage reimbursement will be at the current IRS rate.

V. LIABILITIES

A. VDEM agrees that the Newport News Hazardous Materials Response Team is an authorized agent of VDEM when its personnel are responding to a VDEM activated request.
B. Pursuant to §§ 44-146.23 and 44-146.36.B of the Code of Virginia, when the Newport News Hazardous Materials Response Team is an authorized agent of VDEM and acting within the scope of such authorization, the Team and its members enjoy limited protection from liability to the same extent as a State employee when deployed by VDEM under the circumstances of this Agreement. Virginia Code Ann. § 44-146.23 does not preclude liability for civil damages as a result of gross negligence, recklessness or willful misconduct.

C. In accordance with Va. Code Ann. § 65.2-101, any member of the Newport News Hazardous Materials Response Team who responds to an incident upon request of VDEM, shall be deemed an employee of VDEM for the purposes of the Virginia Workers' Compensation Act. This includes costs associated with medical care related to an illness or injury suspected of being caused or actually caused by acute exposure to hazardous materials as a result of State hazmat response activities.

D. Nothing herein shall be construed as a waiver of sovereign immunity or any other defense available to the City of Newport News.

VI. RIGHT TO REFUSE RESPONSE REQUEST

The City of Newport News reserves the right to refuse a VDEM request for the Newport News Hazardous Materials Response Team if its resources are already committed to other activities, emergencies, or other impending weather or disaster related events. The SAU must be notified immediately anytime the team is out of service due to these circumstances.

VII. TERMINATION

This Agreement may be terminated by either party upon 60 days written notice thereof to the other party.

VIII. ENTIRE AGREEMENT

A. This Agreement, including all Appendices, may be modified from time to time by written agreement of the parties hereto and which Appendices are hereby incorporated by reference as a part of this Agreement, represents the entire and integrated Agreement between the parties and supersedes any and all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by all authorized representatives of all parties of said Agreement.

B. This Agreement shall not preempt any existing mutual aid agreements (written or verbal) now in effect by the City of Newport News.

C. This Agreement is not legally enforceable by any third party, does not create enforceable rights in any third party, nor shall any third party be considered a third party beneficiary
of this Agreement. As such it does not imply or assume any waiver of sovereign immunity by the Commonwealth of Virginia or the City of Newport News.

D. This agreement supersedes and cancels any previous agreements signed between VDEM and the City of Newport News.

IX. DURATION OF MEMORANDUM OF UNDERSTANDING

A. This MOU is effective upon the signature the State Coordinator of VDEM or his designee, and will expire June 30, 2023.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by the following duly authorized persons:

City of Newport News, Virginia by: ________________________________

Signature: ___________________ Title: ________________________________

Date: ________________________________

Virginia Department of Emergency Management by: ________________________________

Signature: ___________________ Title: State Coordinator

Date: ________________________________
IN WITNESS THEREOF, the approval of this Agreement as to form by the following duly authorized persons:

City of Newport News, Virginia by: _________________________________

Signature: ________________________ Title: City Attorney

Date: ________________________________

Attested by:

City of Newport News, Virginia by: _________________________________

Signature: ________________________ Title: City Clerk

Date: ________________________________
APPENDIX A

RESPONSE PROCEDURES

VDEM will activate the Newport News Hazardous Materials Response Team by notifying the team’s local Public Safety Answering Point (PSAP), commonly known as a 911 call center. The locality’s PSAP will immediately notify appropriate personnel to facilitate the rapid deployment of the team. To the extent known at the time, requests shall specify:

1. The nature of the emergency and its location
2. The capability that is needed by the requesting jurisdiction
3. The types and amounts of resources needed including the number of response personnel (VDEM RHMO will determine the number of personnel required during the initial response phase of an incident)
4. The address and location of where the resource should report
5. The name of the official to whom the assisting personnel shall report, and tactical radio channels in use at the incident
6. State / EMAC mission number

LINE OF AUTHORITY:

1. When the Newport News Hazardous Materials Response Team is activated, the team will operate under the supervision of the most qualified hazardous materials officer under incident command which will usually be the responding VDEM RHMO or another qualified person in the affected locality.

2. In the event there is a conflict in management or tactical decisions between the local authority, the VDEM RHMO, and the hazardous materials response team leader, or if the VDEM RHMO initiates or fails to initiate any action or decision that would jeopardize the safety of the hazardous materials response personnel or equipment, the hazardous materials response team leader shall have the authority to terminate the state response and return to their locality. There shall be no recourse against the Hazardous Materials Response Team leader, the hazardous materials team personnel, or to the City of Newport News.
APPENDIX B

MINIMUM EQUIPMENT LIST

REFERENCE MATERIALS

Paper copies required (must carry hard copy even if electronic copy is available)
- *Emergency Response Guidebook*
  US Department of Transportation, 2016 (P/CD/O)
- *Hawley’s Condensed Chemical Dictionary*
- *NIOSH Pocket Guide to Chemical Hazards, current edition*

Paper or electronic versions required
- *Merck Index*
  online version: https://www.rsc.org/merck-index
- *Hawley’s Condensed Chemical Dictionary*
- *Emergency Response Guidebook*
  US Department of Transportation, 2016 (P/CD/O)
- *CHRIS Manual*
  online version available through other software, such as CameoChem
- *Sittig’s Handbook of Pesticides and Agricultural Chemicals*
- SDS service (CD/DVD or hardcopy)
- *49 Code of Federal Regulation parts 100-177, 178 (P/O)*
  online version: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49tab_02.tpl
- *29 Code of Federal Regulation part 1910.120 (P/O)*
  online version:
- *Field Guide to Tank Cars*
  American Association of Railroads, 3rd edition, 2017 (P)
- *Emergency Care for Hazardous Materials Exposure*
- *First Responder Chem-Bio Handbook*
  IntelCenter, 2012, ISBN9781606760413 (P)
- *Jane’s Chem-Bio Handbook*
- *Handbook of Chemical and Biological Warfare Agents*
- *Clandestine Laboratory First Responder Field Guide*
NES, 5th edition, 2014
- Clandestine Laboratory Operations and Safety Field Guide
- Handbook of Compressed Gases
  Compressed Gas Association, 5th edition, 2013, ASIN: B00RWN35NW

**Computer Programs**
- Chemical Reactivity Worksheet
  http://response.restoration.noaa.gov/chemaids/react.html
- NIOSH Pocket Guide
  http://www.cdc.gov/niosh/pbg/
- Cameo, Marplot, and Aloha
  https://www.epa.gov/cameo
- Chemical Protective Compatibility Program (Based on localities CPC, to include APR, Boots, and Gloves)
- National Pesticide Information Retrieval System
  http://ppis.ceris.purdue.edu
- TOXNET
  https://toxnet.nlm.nih.gov/
- Electronic Mapping Program (ArcGIS, ESRI, web-based, such as Google Earth…)
- WISER for Windows
  https://wiser.nlm.nih.gov/
- CONVERT
  https://joshmadison.com/convert-for-windows
- Correction factor charts for PID, FID, and LEL sensors
- AskRail
  https://www.askrail.us
- Emergency Response Decision Support System
  https://www.chemicalcompanion.org
- CameoChem (NIOSH, CHRIS, International Chemical Safety Cards)
  https://www.epa.gov/cameo/cameo-software#download%20cameo%20chemicals
- Software to operate and/or download detection/monitoring equipment

**Recommended printed reference sources**
- *Matheson Gas Data Book*
- *Household Chemicals and Emergency First Aid*
- *Effects of Exposure to Toxic Gases - First Aid and Medical Treatment*
  Stopford and Bunn, 3rd edition, 1988, ASIN: B002IF2LMA
- *Counter-terrorism for Emergency Responders*
- *Emergency Action for Chemical and Biological Warfare Agents*

**Recommended Software**
- PEAC or CoBRA software package
Advanced plume modeling software
<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Electronic Detectors</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-gas meter</td>
<td>Sensors to measure %LEL, Oxygen, Hydrogen sulfide, and Carbon monoxide – can include</td>
<td>(1) meter and associated calibration kit, gases, and accessories</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>catalytic bead, infrared sensors, and integrated photo ionization detector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Photo Ionization detector</td>
<td>Stand-alone, single-sensor with a minimum IP of 10.6 eV lamp</td>
<td>(1) meter and associated calibration kit, gases, and accessories</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flame Ionization Detector</td>
<td>Stand-alone, with a minimum IP of 15.6 eV – may include integrated Photo Ionization</td>
<td>(1) meter and associated calibration kit, gases, and accessories</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Detector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radiation monitoring equipment (provided by the VDEM</td>
<td>Survey meter base with the following detectors: 44-9 pancake, 44-28 side window,</td>
<td>2 meter kit with probes, batteries, cables, and check source</td>
<td>Kit</td>
<td>2</td>
</tr>
<tr>
<td>Radiological Protection Program)</td>
<td>133-series GM, 44-2 scintillator or 44-9-18 telescopic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radiation dose control equipment (provided by the VDEM</td>
<td>Optically-stimulated luminescence dosimeter and Digital Alarming Dosimeter for each</td>
<td>Kit of 10 OSLD and 10 DAD</td>
<td>Kit</td>
<td>Varies by team</td>
</tr>
<tr>
<td>Radiological Protection Program)</td>
<td>team member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refrigerant detector</td>
<td>HC, HFC, HCFC, CFC-capable</td>
<td>Kit with associated accessories</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Colorimetric Indicators</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paper, pH</td>
<td>Broad range roll or strips, minimum ½” wide</td>
<td>Roll or box of 25 strips</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Paper, water-finding</td>
<td>½” roll</td>
<td>Roll</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Paper, oxidizer</td>
<td>Roll or strips</td>
<td>Roll</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Paper, M-8 chemical detection</td>
<td>Booklet of 50 test (25 sheets with perforation)</td>
<td>Booklet of 25 sheets, 2 tests per sheet</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Paper, M-9 chemical detection adhesive backed paper</td>
<td>Roll</td>
<td>Roll</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Protein test kit, BioCheck or equivalent</td>
<td>Protein test to identify potential biological materials</td>
<td>Test with sampling supplies</td>
<td>Each</td>
<td>4</td>
</tr>
<tr>
<td>(provided by VDEM HM Program)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item description</td>
<td>Minimum Specification</td>
<td>Packaging</td>
<td>Unit of measure</td>
<td>Quantity</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>------------------------------------</td>
<td>----------------</td>
<td>----------</td>
</tr>
<tr>
<td>PCB test kit, soil (provided by VDEM HM Program)</td>
<td>Solid material test kit for the detection of chlorinated compounds. Range: 0-50 PPM</td>
<td>Test kit with reagents</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>PCB test kit, oil (provided by VDEM HM Program)</td>
<td>Liquid material test kit for the detection of chlorinated compounds. Range: 0-50 PPM</td>
<td>Test kit with reagents</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Pesticide test kit</td>
<td>For detection of organophosphate or carbamate-based compounds – 10 tests</td>
<td>Kit with test tickets and activator</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Water gauging paste</td>
<td>Tube or jar for the detection of water in petroleum products</td>
<td>Tube or jar of paste</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Colormetric tube pump</td>
<td>Appropriate for brand of colorimetric indicating tubes</td>
<td>(1) pump and extension hose</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Colorimetric indication tubes</td>
<td>Meeting the following minimum ranges and families</td>
<td>Box of 5 or 10 tests</td>
<td>Each</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Detector Tube</th>
<th>Measuring Range</th>
<th>OSHA PEL or ACGIH TLV (in air)</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acetone 100/b</td>
<td>100 – 12,000 ppm</td>
<td>1,000 ppm</td>
<td>Unknown matrix</td>
</tr>
<tr>
<td>Acetone test</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alcohol 100/a</td>
<td>100 – 3,000 ppm</td>
<td>100 ppm (isobutyl alcohol)</td>
<td>Unknown matrix</td>
</tr>
<tr>
<td>Ammonia 0.25/a</td>
<td>0.25 – 3 ppm</td>
<td>50 ppm</td>
<td>Unknown matrix</td>
</tr>
<tr>
<td>Ammonia 5/b</td>
<td>5 – 100 ppm</td>
<td>50 ppm</td>
<td>Measure high range</td>
</tr>
<tr>
<td>Chlorine 0.2/a</td>
<td>0.2 – 3 ppm</td>
<td>1 ppm</td>
<td>Vapor release/reaction from chlorine-containing compounds</td>
</tr>
<tr>
<td>Cyanide 2/a</td>
<td>2 – 15 mg/m³ or 1.8 to 13.5 ppm</td>
<td>10 ppm (hydrogen cyanide)</td>
<td>Measure vapors from release or fire</td>
</tr>
<tr>
<td>Dichroil ether 100/a</td>
<td>100 – 4,000 ppm</td>
<td>400 ppm</td>
<td>Identify ether family</td>
</tr>
<tr>
<td>Ethyl acetate 200/a</td>
<td>200 – 3,000 ppm</td>
<td>400 ppm</td>
<td>Unknown matrix</td>
</tr>
<tr>
<td>Formaldehyde 0.2/a</td>
<td>0.5 to 5 ppm/0.2 to 2.5 ppm</td>
<td>0.75 ppm</td>
<td>Identify Aldehyde family</td>
</tr>
<tr>
<td>Formalic acid 1/a</td>
<td>1 – 15 ppm</td>
<td>5 ppm</td>
<td>Substitute for acid test</td>
</tr>
<tr>
<td>Hydrocarbon 0.1%/b</td>
<td>0.5 – 1.3% volume (propane)</td>
<td>1,000 ppm (propane)</td>
<td>Yes</td>
</tr>
<tr>
<td>Hydrochloric acid 1/a</td>
<td>1 – 10 ppm</td>
<td>5 ppm</td>
<td>Measure vapors from burning plastics or liquid releases</td>
</tr>
<tr>
<td>Hydrocyanic acid 0.5/a</td>
<td>0.5 – 100 ppm</td>
<td>10 ppm</td>
<td>Measure vapor from release</td>
</tr>
<tr>
<td>Mercury vapor 0.1/b</td>
<td>0.05 – 2 mg/m³ or 0.006 – 0.24 ppm</td>
<td>0.05 mg/m³ (ACGIH TLV)</td>
<td>Measure presence of vapor</td>
</tr>
<tr>
<td>Methyl bromide 5/b</td>
<td>5 – 50 ppm</td>
<td>20 ppm</td>
<td>Identify alkyl halide family</td>
</tr>
<tr>
<td>Perchloroethylene 2/a</td>
<td>20 – 300 ppm/2 – 40 ppm</td>
<td>100 ppm (TWA)</td>
<td>Unknown matrix</td>
</tr>
<tr>
<td>Phosphine 0.1/c</td>
<td>0.1 – 3 ppm</td>
<td>0.3 ppm</td>
<td>Measure vapors from reaction</td>
</tr>
<tr>
<td>Polytest</td>
<td></td>
<td></td>
<td>Unknown matrix</td>
</tr>
<tr>
<td>Sulfur dioxide 0.5/a</td>
<td>1 – 25 ppm/0.5 – 5 ppm</td>
<td>5 ppm</td>
<td>Alternate means to measure</td>
</tr>
<tr>
<td>Toluene 5/b</td>
<td>50 – 300 ppm/5 – 80 ppm</td>
<td>200 ppm (TWA)</td>
<td>Unknown matrix</td>
</tr>
<tr>
<td>Phosgene 0.02/a</td>
<td>0.02 – 1 ppm/0.02 – 0.6 ppm</td>
<td>0.1 ppm</td>
<td>Measure vapors from fire/reaction</td>
</tr>
<tr>
<td>Carbon monoxide 10/b</td>
<td>100 – 3,000 ppm/10 – 500 ppm</td>
<td>50 ppm</td>
<td>Unknown matrix</td>
</tr>
<tr>
<td>Item description</td>
<td>Minimum Specification</td>
<td>Packaging</td>
<td>Unit of measure</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>-------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td><strong>Assorted Detection/Monitoring Equipment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leak detection kit</td>
<td>soap solution, ammonium hydroxide, sponge, spray bottle, foam brush</td>
<td>(1) kit with spray and wash bottles</td>
<td>Kit</td>
</tr>
<tr>
<td>Tank gauging stick</td>
<td>Foldable or retractable, graduated (in inches) device for measure depth of product in tank. Minimum length – 12.5’</td>
<td>Individual</td>
<td>Each</td>
</tr>
<tr>
<td>Lead check swabs</td>
<td>Liquid test for the detection of lead in solids/dusts</td>
<td>Kit of 10 tests</td>
<td>Kit</td>
</tr>
<tr>
<td>Squirt bottle</td>
<td>Polyethylene. Minimum size – 250 mL/8oz</td>
<td>Individual</td>
<td>Each</td>
</tr>
<tr>
<td>Heat sensor, infrared</td>
<td>Non-contact laser thermometer</td>
<td>Kit to include extra batteries</td>
<td>Each</td>
</tr>
<tr>
<td>Heat sensor, magnetic</td>
<td>Minimum temperature range: 0-250°F</td>
<td>Individual</td>
<td>Each</td>
</tr>
<tr>
<td>Water, distilled</td>
<td>1-gallon or equivalent within one year of expiration.</td>
<td>Bottle</td>
<td>Gallon</td>
</tr>
<tr>
<td><strong>Recommended Equipment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single-sensor gas detector, ammonia</td>
<td>Minimum range: 0-300 PPM</td>
<td>(1) meter and associated calibration kit, gases, and accessories</td>
<td>Each</td>
</tr>
<tr>
<td>Single-sensor gas detector, chlorine</td>
<td>Minimum range: 0-20 PPM</td>
<td>(1) meter and associated calibration kit, gases, and accessories</td>
<td>Each</td>
</tr>
<tr>
<td>Thermal imagery camera</td>
<td>Minimum IR spectral range: 7 to 14 µm</td>
<td>(1) camera with extra battery, accessories and software</td>
<td>Kit</td>
</tr>
<tr>
<td>Item description</td>
<td>Minimum Specification</td>
<td>Packaging</td>
<td>Unit of measure</td>
</tr>
<tr>
<td>------------------</td>
<td>-----------------------</td>
<td>-----------</td>
<td>----------------</td>
</tr>
<tr>
<td>Lab/Evidence Sampling</td>
<td>Certified clean or sterile equipment and containers for obtaining chemical or biological samples for laboratory analysis and evidence preservation. Maximum time between exchanges: 2 years.</td>
<td>(1) white cooler stenciled with DCLS and equipped with locking clasp. Cooler is sealed with evidence seal.</td>
<td>Each</td>
</tr>
<tr>
<td>Field sampling equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wipe sample kit</td>
<td>Sterile absorbent or electrostatic-charged pad for obtaining radiological surface contamination, and chemical or biological samples solid or liquid samples. Chemical and biological sample area: 4” x 4”. Radiological sample area: 1.5” diameter.</td>
<td>(1) kit with materials to perform 10 solid and 10 liquid tests</td>
<td>Each</td>
</tr>
<tr>
<td>Radiation air sampling equipment (to be provided by the VDEM Radiological Protection Program)</td>
<td>Air sampler, sample cartridges, tripod, battery pack, and charger to conduct air sampling during radiological incidents.</td>
<td>(1) air sampler and accessories</td>
<td>Kit</td>
</tr>
<tr>
<td>Composite Liquid Waste Sampler, Coliwasa tube</td>
<td>Polyethylene, disposable. Minimum volume: 250mL/8oz.</td>
<td>Individual</td>
<td>Each</td>
</tr>
<tr>
<td>Composite Liquid Waste Sampler, Coliwasa tube</td>
<td>Silicate glass, disposable. Minimum volume: 250mL/8oz.</td>
<td>Individual</td>
<td>Each</td>
</tr>
<tr>
<td>Sample scoop</td>
<td>Polypropylene, disposable. Minimum size: 60 mL</td>
<td>Individual</td>
<td>Each</td>
</tr>
<tr>
<td>Sample spatula</td>
<td>Polystyrene, sterile, disposable. Minimum size: 1oz</td>
<td>Individual</td>
<td>Each</td>
</tr>
<tr>
<td>Sample container (jar)</td>
<td>Silicate glass, wide mouth, Teflon lid. Minimum size: 250ml/8oz.</td>
<td>Case of (12)</td>
<td>Case</td>
</tr>
<tr>
<td>Sample container (VOC/VOA vials)</td>
<td>Silicate glass, screw cap with septa lid. Minimum size: 40mL</td>
<td>Case of (50)</td>
<td>Each</td>
</tr>
<tr>
<td>Pipette</td>
<td>Polyethylene, sterile, disposable. Minimum size: 3mL</td>
<td>Individual in box of 50</td>
<td>Each</td>
</tr>
</tbody>
</table>
### CATEGORY: SAMPLING EQUIPMENT (continued)

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pipette</td>
<td>Polyethylene, sterile, disposable. Minimum size: 7mL</td>
<td>Individual</td>
<td>Each</td>
<td>12</td>
</tr>
<tr>
<td>Sample bags, 1 gallon</td>
<td>Disposable, “zip lock” or whirlpak acceptable.</td>
<td>Box of 25</td>
<td>Box</td>
<td>1</td>
</tr>
<tr>
<td>Sample bags, 2.5 gallon</td>
<td>Disposable, “zip lock” or whirlpak acceptable.</td>
<td>Box of 10</td>
<td>Box</td>
<td>1</td>
</tr>
<tr>
<td>Tweezers, forceps</td>
<td>Disposable, metal or polystyrene acceptable. Locking handle acceptable.</td>
<td>Individual</td>
<td>Each</td>
<td>6</td>
</tr>
<tr>
<td>Marking flags</td>
<td>Wire stake, 12” to 16” tall.</td>
<td>Bundle of 100</td>
<td>Bundle</td>
<td>1</td>
</tr>
</tbody>
</table>

**Recommended Equipment**

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample container (jar)</td>
<td>Silicate glass, Teflon lid. Minimum size: 175ml/4oz</td>
<td>Case of (24)</td>
<td>Each</td>
<td>18</td>
</tr>
<tr>
<td>Sampler/Bailer, telescopic</td>
<td>Polyethylene, disposable. Minimum volume: 1,000mL. Minimum length: 6'</td>
<td>Individual</td>
<td>Each</td>
<td>2</td>
</tr>
</tbody>
</table>

### CATEGORY: PERSONAL PROTECTIVE EQUIPMENT

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Respiratory Protection</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Self-contained breathing apparatus (SCBA)</td>
<td>60-minute, CBRN-compliant. Must meet requirements of NFPA 1981 within 2 revision cycles (upgrade or new purchase acceptable) and be NIOSH-approved.</td>
<td>(1) set containing SCBA pack, face piece, and supply bottle.</td>
<td>Each</td>
<td>8</td>
</tr>
<tr>
<td>Supply bottle, spare, Self-contained breathing apparatus (SCBA)</td>
<td>60-minute, compatible with team SCBA equipment.</td>
<td>(1) bottle</td>
<td>Each</td>
<td>8</td>
</tr>
<tr>
<td>Respirator, full face piece</td>
<td>Full face piece, bayonet or threaded cartridge connects. Mask that can convert to PARP is acceptable. Assorted sizes.</td>
<td>Individual</td>
<td>Each</td>
<td>8</td>
</tr>
<tr>
<td>Respirator, full face piece, CBRN-compliant (NIOSH approved)</td>
<td>Full face piece, bayonet or threaded cartridge connects. Assorted sizes.</td>
<td>Individual</td>
<td>Each</td>
<td>8</td>
</tr>
<tr>
<td>Cartridge, air purifying</td>
<td>Organic vapor, acid gas, high efficiency particulate (P-100). Connection based on mask provided by team.</td>
<td>2 per pack</td>
<td>Pack</td>
<td>8</td>
</tr>
<tr>
<td>Cartridge, air purifying</td>
<td>High efficiency particulate (P-100). Connection based on mask provided by team.</td>
<td>2 per pack</td>
<td>Pack</td>
<td>8</td>
</tr>
<tr>
<td>Cartridge, air purifying</td>
<td>CBRN CAP 1 capability. Connection based on mask provided by team.</td>
<td>1 per pack</td>
<td>Pack</td>
<td>8</td>
</tr>
</tbody>
</table>

### CATEGORY: PERSONAL PROTECTIVE EQUIPMENT (continued)

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thermal Protective Clothing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structural fire protective equipment</td>
<td>Must meet NFPA 1971 and be within 10 years of date of manufacture.</td>
<td>Ensemble set includes helmet, flash hood, coat, leather gloves, pants, and boots.</td>
<td>Set</td>
<td>8</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------------------------------------------------------------</td>
<td>------------------------------------------------------------------</td>
<td>-----</td>
<td>---</td>
</tr>
<tr>
<td><strong>CBRN Protective Clothing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protective suit, totally encapsulating, vapor-protective suit</td>
<td>NFPA 1991-compliant. Reusable or disposable. Assorted sizes.</td>
<td>(1) suit with integrated gloves</td>
<td>Each</td>
<td>8</td>
</tr>
<tr>
<td>Protective suit, CBRN-compliant</td>
<td>NFPA 1994-Class 3 compliant. Disposable. Assorted sizes.</td>
<td>(1) suit</td>
<td>Each</td>
<td>8</td>
</tr>
<tr>
<td>Protective suit, coverall</td>
<td>Minimum of two types, one of which meets NFPA 1994-Class 4 requirements. Assorted sizes</td>
<td>(1) suit</td>
<td>Each</td>
<td>8 of each type</td>
</tr>
<tr>
<td><strong>Protective Gloves</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gloves, viton</td>
<td>Minimum thickness: 25 – 40 mil Minimum length: 12” Assorted sizes</td>
<td>1 pair per pack</td>
<td>Pack</td>
<td>12</td>
</tr>
<tr>
<td>Gloves, Sliver Shield</td>
<td>Minimum thickness: 2.7 mil Minimum length: 12” Assorted sizes</td>
<td>1 pair per pack</td>
<td>Pack</td>
<td>12</td>
</tr>
<tr>
<td>Gloves, butyl</td>
<td>Minimum thickness: 14 mil Minimum length: 12” Assorted sizes</td>
<td>1 pair per pack</td>
<td>Pack</td>
<td>12</td>
</tr>
<tr>
<td>Gloves, nitrile</td>
<td>Minimum thickness: 15 mil Minimum length: 12” Assorted sizes</td>
<td>1 pair per pack</td>
<td>Pack</td>
<td>24</td>
</tr>
<tr>
<td>Gloves, PVC</td>
<td>Minimum thickness: 20 mil Minimum length: 12” Assorted sizes</td>
<td>1 pair per pack</td>
<td>Pack</td>
<td>24</td>
</tr>
<tr>
<td>Gloves, neoprene</td>
<td>Minimum thickness: 18 mil Minimum length: 12” Assorted sizes</td>
<td>1 pair per pack</td>
<td>Pack</td>
<td>12</td>
</tr>
<tr>
<td>Gloves, nitrile, lightweight exam-style</td>
<td>Minimum thickness: 6 mil Minimum length: 10” Assorted sizes</td>
<td>50 pair per box</td>
<td>Box</td>
<td>2</td>
</tr>
<tr>
<td>Gloves, work</td>
<td>Abrasion and cut resistant Assorted sizes</td>
<td>1 pair</td>
<td>Pair</td>
<td>24</td>
</tr>
<tr>
<td>Category: Personal Protective Equipment (continued)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item Description</td>
<td>Minimum Specification</td>
<td>Packaging</td>
<td>Unit of Measure</td>
<td>Quantity</td>
</tr>
<tr>
<td>Foot Protection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boots, chemical resistant</td>
<td>Tingley HazProof or On Guard HAZMax boot</td>
<td>1 pair per bag</td>
<td>Pair</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>Assorted sizes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boots, overboot</td>
<td>Latex with integrated tread</td>
<td>1 pair per bag</td>
<td>Pair</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Assorted sizes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boots, waders or ¾ boots</td>
<td>Steel or composite toe and shank meeting ANSI standard.</td>
<td>1 pair per bag</td>
<td>Pair</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Assorted sizes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boots, leather work</td>
<td>Steel or composite toe and shank meeting ANSI standard.</td>
<td>1 pair</td>
<td>Pair</td>
<td>1 for each team member</td>
</tr>
<tr>
<td></td>
<td>Assorted sizes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head/Face Protection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goggles, splash</td>
<td>Wrap-around with venting</td>
<td>1 pair</td>
<td>Pair</td>
<td>6</td>
</tr>
<tr>
<td>Face shield</td>
<td>Full face, adjustable head sizer, clear shield, impact resistant</td>
<td>1 per bag</td>
<td>Each</td>
<td>6</td>
</tr>
<tr>
<td>Glasses, safety</td>
<td>Impact resistant with side shields. Clear lens.</td>
<td>1 per bag</td>
<td>Each</td>
<td>1 for each team member</td>
</tr>
<tr>
<td>Helmet</td>
<td>ANSI-compliant. Dated within 10 years of manufacture.</td>
<td>Individual</td>
<td>Each</td>
<td>1 for each team member</td>
</tr>
<tr>
<td>Hearing protection</td>
<td>ANSI-compliant, reusable or disposable</td>
<td>1 pair per bag or box</td>
<td>Pair</td>
<td>1 for each team member</td>
</tr>
<tr>
<td>Assorted Safety Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protective clothing tape, Kappler CHEM-Tape</td>
<td>Minimum size: 2” x 10yrd Total quantity: 60 yrd</td>
<td>1 roll</td>
<td>Roll</td>
<td>6 – 10yrd roll or 1-60yrd roll</td>
</tr>
<tr>
<td>Life Jacket</td>
<td>US Coast Guard Type III, inherently buoyant or inflatable. Assorted sizes</td>
<td>1 per bag</td>
<td>Each</td>
<td>6</td>
</tr>
<tr>
<td>Cooling vest</td>
<td>Assorted sizes with accessories (coolers, hoses, phase change packs)</td>
<td>1 set including vest, cooling medium, and accessories</td>
<td>Each</td>
<td>8</td>
</tr>
<tr>
<td>Recommended Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protective suit, total encapsulated, flash and vapor protective</td>
<td>NFPA 1991-compliant. Reusable or disposable. Assorted sizes</td>
<td>1 each</td>
<td>Each</td>
<td>8</td>
</tr>
<tr>
<td>Protective suit, liquid splash and flash protection</td>
<td>Reusable or disposable. Assorted sizes.</td>
<td>1 each</td>
<td>Each</td>
<td>12</td>
</tr>
</tbody>
</table>
### CATEGORY: PERSONAL PROTECTIVE EQUIPMENT (continued)

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gloves, abrasion and chemical protection</td>
<td>Integrated abrasion and chemical resistance. Assorted sizes</td>
<td>1 pair per bag</td>
<td>Pair</td>
<td>12</td>
</tr>
<tr>
<td>Personal Alarm (PASS)</td>
<td>Temperature and motion sensitive Integrated system on SCBA pack acceptable.</td>
<td>1 each</td>
<td>Each</td>
<td>8</td>
</tr>
</tbody>
</table>

### CATEGORY: TOOLS

#### Hand Tools

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shovel, round point</td>
<td>#2, wooden handle</td>
<td>---</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Shovel, square head</td>
<td>#2, wooden handle</td>
<td>---</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Shovel, scoop</td>
<td>Square head, non-sparking</td>
<td>---</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Pike pole</td>
<td>Minimum length: 8’</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Axe, flat head</td>
<td>6 pound, fiberglass or hickory handle, minimum length: 35”</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Bar, Halligan</td>
<td>Minimum length: 30”</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Broom, street</td>
<td>Minimum width: 24”</td>
<td>---</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Bolt cutter</td>
<td>Minimum length: 36”</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Bung wrench, standard</td>
<td>Multi-head tool</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Bung wrench, non-sparking</td>
<td>Multi-head tool</td>
<td>---</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Drum head band socket/wrench</td>
<td>15/16” socket with ratchet (1) socket and (1) ratchet per set</td>
<td>(1) socket and (1) ratchet per set</td>
<td>Set</td>
<td>2</td>
</tr>
<tr>
<td>Drum upender</td>
<td>Minimum length: 36”</td>
<td>---</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>PVC pipe, drum rollers</td>
<td>Minimum diameter: 2” PVC Minimum thickness: SCH 40 Minimum length: 24”</td>
<td>---</td>
<td>Each</td>
<td>4</td>
</tr>
<tr>
<td>Drum truck</td>
<td>Minimum capacity: 1,000 pounds Container handling size: 30 to 55 gallon</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Drum sling</td>
<td>Minimum capacity: 1,000 pounds Container handling size: 30 to 55 gallon</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Pump, drum</td>
<td>Acid compatible Manual or powered acceptable</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Pump, rotary transfer</td>
<td>Petroleum compatible, manual</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Pump, utility transfer</td>
<td>12 VDC, 110VAC or air Minimum flow: 10 GPM</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Item description</td>
<td>Minimum Specification</td>
<td>Packaging</td>
<td>Unit of measure</td>
<td>Quantity</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------</td>
<td>-----------------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>Hand Tools (continued)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tool kit, standard</td>
<td>SAE and metric sized combination wrenches up to 1” SAE and metric sockets with ¼”, 3/8” and ½” drive ratchets up to 1-1/4” Phillips and flathead screwdrivers (1 of each size and type) Nut drivers (SAE and metric) Framing or ball peen hammer Hex keys (SAE and metric) Slip joint pliers Needle nose pliers Vise grips Wire brush (small and large) Drift pin or punch set Scrapers, assorted</td>
<td>(1) tool box</td>
<td>Set</td>
<td>1</td>
</tr>
<tr>
<td>Tool kit, non-sparking</td>
<td>Double End Box Wrench-5/16 x 3/8 in, Double End Box Wrench-7/16 x 1/2 in, Double End Box Wrench-9/16 x 5/8 in, Double End Box Wrench-3/4 x 7/8 in, #2 Phillips Screwdriver, Std Screwdriver 5/16 in. Tip, 6 in. Blade, 10 in. Adjustable Wrench, 6-1/2 in. Combination Pliers, 8 in. Combination Pliers, #10 Groove Joint Pliers, Common Knife 3-1/8 in. Blade, 6-3/4 in., Putty Knife (Stiff) 1-1/4 x 3-9/16 in. Blade 7-3/4 in. OAL, 16oz Claw Hammer, 14 in. Adjustable Pipe Wrench, Shoe Handle Brush, Deck Scraper-2 x 12 in, Tool Box</td>
<td>(1) box</td>
<td>Set</td>
<td>1</td>
</tr>
<tr>
<td>Pry bar, wrecking</td>
<td>Minimum length: 24”</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Knife, utility</td>
<td>Retractable blade</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Blades, replacement, utility knife</td>
<td>Reversible, heavy duty</td>
<td>5 to 10 blades per pack</td>
<td>Each</td>
<td>10</td>
</tr>
<tr>
<td>Mallet</td>
<td>Minimum weight: 4 pound</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Sledge hammer</td>
<td>Minimum weight: 8 pound</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Fence postdriver</td>
<td>Steel, manual or pneumatic</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
</tbody>
</table>
### CATEGORY: TOOLS (continued)

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Squeegee, floor</td>
<td>Minimum width: 24”</td>
<td>(1) squeegee with handle</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Drill, air-powered</td>
<td>Minimum chuck size: ½” Reversible Safety handle No load speed: 500 RPM</td>
<td>(1) drill with accessories and cutting oil</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Hole saw, 3”</td>
<td>Bi-metal with removable pilot arbor</td>
<td>Individual</td>
<td>Each</td>
<td>3</td>
</tr>
<tr>
<td>Hole saw, 4”</td>
<td>Bi-metal with removable pilot arbor</td>
<td>Individual</td>
<td>Each</td>
<td>3</td>
</tr>
<tr>
<td>Pilot bits</td>
<td>Specifications required for supplied hole saw arbors</td>
<td>Individual</td>
<td>Each</td>
<td>6</td>
</tr>
<tr>
<td>Regulator, air</td>
<td>Minimum pressure: 4,500 PSI Adjustable regulator CGA connection for high-pressure SCBA bottle</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Hose, air</td>
<td>Minimum length: 50’</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Wrench, pipe</td>
<td>Minimum size: 8”</td>
<td>---</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Wrench, pipe</td>
<td>Minimum size: 24”</td>
<td>---</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Wrench, pipe</td>
<td>Minimum size: 36”</td>
<td>---</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Wrench, strap</td>
<td>Minimum size: 4” Metal or plastic body Leather or nylon strap</td>
<td>---</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Rope, utility</td>
<td>Minimum diameter: 3/8” Minimum length: 500’ Smaller sections are acceptable</td>
<td>---</td>
<td>Feet</td>
<td>500</td>
</tr>
<tr>
<td>Ladder, step</td>
<td>Minimum rating: Type I Minimum height: 6’</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
</tbody>
</table>

### CATEGORY: LEAK CONTROL

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chlorine Emergency Leak Control Kit, Series “A”</td>
<td>Version 12, Sept 2013 recommended Retrofit upgrades acceptable Sulfur dioxide gasket kit to be included with kit Maximum time between gasket exchange: 4 years</td>
<td>(1) box containing all leak control items</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Item description</td>
<td>Minimum Specification</td>
<td>Packaging</td>
<td>Unit of measure</td>
<td>Quantity</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------</td>
<td>-----------</td>
<td>----------------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>Leak Control Kits (continued)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chlorine Emergency Leak Control Kit, series “B”</td>
<td>Version 11, Sept 2011 recommended Retrofit upgrades acceptable Sulfur dioxide gasket kit to be included with kit Maximum time between gasket exchange: 4 years</td>
<td>(1) box containing all leak control items</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Chlorine Emergency Leak Control Kit, series “C”</td>
<td>Current specification kit Sulfur dioxide gasket kit to be included with kit Maximum time between gasket exchange: 4 years</td>
<td>(1) box containing all leak control items</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Leak control kit, Edwards and Cromwell repair kit “AE” or equal assorted equipment</td>
<td>Equipment to repair or patch a drum size container</td>
<td>(1) box containing all associated parts</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Leak control kit, Edwards and Cromwell repair kit “A-1” or equal assorted equipment</td>
<td>Equipment to repair or patch bulk storage tank up to 1,000 gallons</td>
<td>(1) box containing all associated parts</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Leak control kit, Edwards and Cromwell repair kit “C-1” or equal assorted equipment</td>
<td>Equipment to repair or patch pipe leaks (internal plug)</td>
<td>(1) box containing all associated parts</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Leak control kit, Edwards and Cromwell repair kit “C-2” or equal assorted equipment</td>
<td>Equipment to repair or patch pipe leaks (sidewall leak)</td>
<td>(1) box containing all associated parts</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Leak control kit, taper plugs and wedges</td>
<td>Equipment to repair or patch breaches in containers up to 6” in diameter or 4” by 4” tear Rubber or wood is acceptable</td>
<td>(1) kit containing all associated parts</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Leak control kit, clamps</td>
<td>Assorted hose clamps up to 6” diameter Minimum number of each size: 4</td>
<td>(1) kit containing all associated parts</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Leak control kit, assorted materials</td>
<td>Examples: sheet rubber, sheet metal screws, metal washers, rubber washers, bolts, nuts, gasket materials, ratchet straps, scrap plywood and lumber, epoxy sticks</td>
<td>(1) kit containing all associated parts</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Item Description</td>
<td>Minimum Specification</td>
<td>Packaging</td>
<td>Unit of Measure</td>
<td>Quantity</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>----------------------------------------</td>
<td>-----------------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>Leak Control Kits (continued)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leak control kit, assorted pipe</td>
<td>Examples: pipe nipples, pipe caps, pipe plugs, hex bushings, bell reducers, valves up to 4&quot; diameter, valve packing material, Teflon tape, etc… 1&quot; pipe plugs for highway cargo tanks – minimum quantity: 8</td>
<td>(1) kit containing all associated parts</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>fittings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leak control kit, assorted nuts,</td>
<td>Assorted coarse thread sheet metal screws, machine screws, bolts, nuts and washers up to ½&quot; diameter and of various lengths.</td>
<td>(1) kit containing all associated parts</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>bolts, and screws</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leak control kit, low pressure</td>
<td>flat sealing bag (1) with chemical resistant covering, leak bandage (1), small pipe plug 3-6&quot; (1), medium plug 12-24&quot; (1), accessories (regulator, hose, control station, ratchet straps)</td>
<td>(1) kit containing sealing system and accessories</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>pneumatic system</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Assorted Leak Control Equipment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape, duct</td>
<td>Minimum size: 2&quot; x 60 yrd</td>
<td>Individual</td>
<td>Each</td>
<td>4</td>
</tr>
<tr>
<td>Tape, Teflon thread</td>
<td>Minimum size: ½&quot; x 10 yrd</td>
<td>Individual</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Clamps, dome/manway</td>
<td>Adjustable, screw-type clamp</td>
<td>---</td>
<td>Each</td>
<td>6</td>
</tr>
<tr>
<td>Fence posts</td>
<td>Minimum size: 6'</td>
<td>Individual</td>
<td>Each</td>
<td>6</td>
</tr>
<tr>
<td>Wire, utility (binding)</td>
<td>Minimum size: 14 ga x 100'</td>
<td>Individual</td>
<td>Roll</td>
<td>1</td>
</tr>
<tr>
<td>Cable ties</td>
<td>UV-protected or metal wire ties Size: 4&quot; up to 24&quot; long</td>
<td>(1) set of at least 50 assorted sizes</td>
<td>Set</td>
<td>1</td>
</tr>
<tr>
<td>Pipe, PVC, bulk for underflow dam</td>
<td>Minimum sizes: 4' x 4' (8) 6' x 4' (8) 4' PVC couplings (4) 6' PVC couplings (4)</td>
<td>(1) set containing all associated parts</td>
<td>Set</td>
<td>1</td>
</tr>
<tr>
<td>construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheet plastic, polyethylene Boom,</td>
<td>6-mil, black 20' x 100' roll</td>
<td>(1) box</td>
<td>Roll</td>
<td>1</td>
</tr>
<tr>
<td>absorbent</td>
<td>Minimum size: 5' x 10' Petroleum sorbent Minimum capability: to absorb up to 240 gallons of product</td>
<td>(4) boom per bag</td>
<td>Bag</td>
<td>10</td>
</tr>
<tr>
<td>Item Description</td>
<td>Minimum Specification</td>
<td>Packaging</td>
<td>Unit of Measure</td>
<td>Quantity</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>----------------------------------</td>
<td>-----------------</td>
<td>----------</td>
</tr>
<tr>
<td>Boom, containment</td>
<td>Minimum size: 5&quot; float, skirt length appropriate for major waterways in team response area Universal aluminum connectors Anchors, rope, floats, and bridles</td>
<td>(1) section of undetermined length and associated equipment</td>
<td>Set</td>
<td>200 feet total effective length</td>
</tr>
<tr>
<td>Absorbent pads, petroleum-specific</td>
<td>Minimum size: 15&quot; x 20&quot; Minimum capability: to absorb up to 220 gallons of product</td>
<td>Packaged 100 pads per bundle</td>
<td>Bag, Box, or Bundle</td>
<td>10</td>
</tr>
<tr>
<td>Absorbent pads, corrosive specific</td>
<td>Minimum size: 15&quot; x 20&quot; Minimum capability: to absorb up to 55 gallons of product</td>
<td>Packaged 100 pads per bundle</td>
<td>Bag, Box, or Bundle</td>
<td>3</td>
</tr>
<tr>
<td>Absorbent, clay type, bulk</td>
<td>Minimum size: 40 pound bags Minimum capability: absorb up to 15 gallons of liquid product</td>
<td>20 to 40 pound bag</td>
<td>Bag</td>
<td>4</td>
</tr>
<tr>
<td>Neutralization agent, sodium bicarbonate</td>
<td>-----</td>
<td>Box or pail</td>
<td>Pound</td>
<td>50</td>
</tr>
<tr>
<td>Acid neutralizer, Spilfyter Kolorsafe</td>
<td>Dry formula, bulk bag Color changing</td>
<td>Bag</td>
<td>Bag</td>
<td>1</td>
</tr>
<tr>
<td>Base neutralizer, Spilfyter Kolorsafe</td>
<td>Dry formula, bulk bag Color changing</td>
<td>Bag</td>
<td>Bag</td>
<td>1</td>
</tr>
<tr>
<td>Temporary Plugging Compound, Plug 'n Dike</td>
<td>5-gallon, dry type or equivalent</td>
<td>Pail</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Temporary Plugging Compound, Gap Seal, Spilfyter, Universal</td>
<td>1 pound cans</td>
<td>(1) one-pound can</td>
<td>Each</td>
<td>6</td>
</tr>
<tr>
<td>Firefighting foam, AFFF-Alcohol Resistant Concentrate</td>
<td>Minimum capability: proportion from 1% to 6% Portable educator (1) and appropriate application nozzles (2), hose, and fire service connection fittings</td>
<td>5-gallon pail</td>
<td>Each</td>
<td>20</td>
</tr>
<tr>
<td>Salvage drum, poly</td>
<td>Minimum capacity: 95 gallon Screw top or banded top acceptable</td>
<td>Each</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Salvage drum, steel</td>
<td>Minimum capacity: 85 gallon Banded top</td>
<td>Each</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Salvage drum, &quot;lab pack&quot;, poly</td>
<td>Minimum capacity: 20 gallon Screw top acceptable</td>
<td>Each</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Recovery drum, steel</td>
<td>Minimum capacity: 55 gallons Specification: 1A2/Y1.5/150 Open top</td>
<td>Each</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Item description</td>
<td>Minimum Specification</td>
<td>Packaging</td>
<td>Unit of measure</td>
<td>Quantity</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
<td>-------------------------------------</td>
<td>-----------------</td>
<td>----------</td>
</tr>
<tr>
<td>Flaring kit, stand/burner, propane</td>
<td>Minimum capacity: 500 gallon/hour includes burner assembly, hoses, fittings, regulators, pilot ignition system (manual or automatic), sand bags and stakes</td>
<td>(1) kit containing flare and accessories</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Flare kit, fittings, propane</td>
<td>Minimum capability: makes connects to DOT and ASME propane containers ranging from 20 pound to 1,000 pound Inventory to include: (2) P4A Controllers Adaptors for all DOT Cylinders (2) Leader Hoses Caps / Plugs (3) Spitter plugs Leak detector solution Wood Plugs Non-Sparking Hammer (2) P4B Controllers (Propane adapter, Pressure Relief, Pressure Gauge, Propane Valve) (2) Flow through pipes (1) Stab pipe with multiple size adapters (3) Emergency unloading valves (2) Leader hoses Propane tank adapters ACME double male and female Caps and plugs Spitter plugs Piggy back adapter</td>
<td>(1) kit – commercially available in (2) boxes</td>
<td>Each</td>
<td>1</td>
</tr>
</tbody>
</table>

| Grounding and Bonding Equipment          | Minimum size: 1/4" x 4’ Point-type clamp or “C”-clamp on one end, alligator clamp on one end Minimum size: 1/8” x 50’ Construction: stainless steel Coated or uncoated acceptable | Each             | Each            | 8        |
| Ground rods, copper                      |                                                        | Each             | Each            | 4        |
| Cables, ground                           |                                                        | Each             | Each            | 4        |
### CATEGORY: LEAK CONTROL (continued)

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grounding and Bonding Equipment (continued)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Cables, bonding | Point or "C"-clamps on both ends  
Minimum size: 1/8" x 50'  
Construction: stainless steel  
Coated or uncoated acceptable | Each | Each | 4 |
| Cables, bonding for ground rods | Alligator-style clamps on both ends  
Minimum size: 1/8" x 12'  
Construction: stainless steel  
Coated or uncoated acceptable | Each | Each | 8 |
| Ohm meter, intrinsically safe | Intrinsically safe multi-meter for testing continuity (ohm test) | Each | Each | 1 |
| Ground resistance tester | Capable of performing 3-point ground resistance test  
Includes all cables and accessories | (1) kit | Kit | 1 |

**Recommended Equipment**

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
</table>
| Emergency unloading fixture, Betts | Betts Industries part number: EM46443SS  
Includes spare gasket, set screws, and hex wrench | (1) kit with spare parts | Kit | 1 |
| Transfer kit, propane | See VDEM for specific inventory | (1) kit | Kit | 1 |

### CATEGORY: DECONTAMINATION

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical Decontamination Equipment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shower, decontamination</td>
<td>PVC with side or full curtains</td>
<td>(1) kit containing all associated parts</td>
<td>Kit</td>
<td>1</td>
</tr>
</tbody>
</table>
| Containment pool, decontamination | Construction: Vinyl, butyl, or nylon acceptable  
Minimum capacity: 150 gallons  
* (1) 300 gallon rectangular pool will suffice for (2) pools | Individual | Each | 4 |
| Containment berm, decontamination | Minimum size: 8’ x 20’ x 4”  
Construction: vinyl liner  
Minimum volume: 350 gallons | Individual | Each | 1 |
| Traffic cones, long handle | Minimum height: 28”  
Minimum length: 18” | Individual | Each | 10 |
<p>| Brushes, long handle | | Individual | Each | 3 |</p>
<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Decontamination Equipment (continued)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheet plastic, bulk</td>
<td>Polyethylene, bulk roll&lt;br&gt;Minimum size: 20' x 100'</td>
<td>Individual</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Hose, garden</td>
<td>Minimum size: 5/8&quot; x 50'&lt;br&gt;Standard garden hose connects</td>
<td>Individual</td>
<td>Each</td>
<td>4</td>
</tr>
<tr>
<td>Hose fittings, decontamination</td>
<td>Garden hose nozzles (4)&lt;br&gt;5/8&quot; gated wye (2)&lt;br&gt;1-1/2&quot; NSFT female to 5/8&quot; male garden hose adapter (2)&lt;br&gt;Hose gaskets (10)</td>
<td>(1) kit</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Concentrate, decontamination solutions</td>
<td>Tri-sodium phosphate or equivalent (10 pounds)&lt;br&gt;Bleach (2 gallon)&lt;br&gt;Liquid detergent (1 gallon)&lt;br&gt;Sodium bicarbonate (10 pounds)</td>
<td>Individual</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Buckets, decontamination</td>
<td>Minimum capacity: 5 gallon</td>
<td>Individual</td>
<td>Each</td>
<td>6</td>
</tr>
<tr>
<td>Drum liners</td>
<td>Minimum capacity: 55 gallon</td>
<td>---</td>
<td>Each</td>
<td>24</td>
</tr>
<tr>
<td>Pump, decontamination</td>
<td>Hand operated or insulated, low voltage DC powered acceptable with hoses</td>
<td>---</td>
<td>Each</td>
<td>3</td>
</tr>
<tr>
<td>Sprayer, decontamination solution</td>
<td>Minimum capacity: 2-1/2 gallon&lt;br&gt;Construction: poly</td>
<td>---</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Assorted Decontamination Equipment (continued)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coveralls, tyvek</td>
<td>Victim cover (with hoods and booties)&lt;br&gt;Assorted sizes&lt;br&gt;Provide coverage for 48 decontaminated victim</td>
<td>Case or single unit pack</td>
<td>Each</td>
<td>48</td>
</tr>
<tr>
<td>Shelter, all-weather</td>
<td>Minimum size: 10' x 10'&lt;br&gt;with sides&lt;br&gt;Air berm or mechanical or cantilever frame acceptable</td>
<td>Individual</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Folding table</td>
<td>Minimum size: 30&quot; x 60&quot;&lt;br&gt;Construction: poly</td>
<td>Individual</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Seating, decontamination</td>
<td>Folding chair or folding single level scaffold&lt;br&gt;acceptable</td>
<td>Individual</td>
<td>Each</td>
<td>4</td>
</tr>
<tr>
<td>Protective clothing removal shears</td>
<td>Safety blade, rapid cut&lt;br&gt;S-Cut tool or similar (<a href="http://www.equipment.sc">www.equipment.sc</a>)&lt;br&gt;Including spare blade</td>
<td>Individual</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Personal hygiene equipment</td>
<td>Towels, wipes, hand soap, hand sanitizer, small zip lock bags for personal items&lt;br&gt;(1) kit sufficient for team</td>
<td>(1) kit</td>
<td>Kit</td>
<td>1</td>
</tr>
</tbody>
</table>
### CATEGORY: DECONTAMINATION (continued)

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activated carbon dry decontamination pads</td>
<td>Example: FiberTect composite substrate</td>
<td>---</td>
<td>Each</td>
<td>12</td>
</tr>
</tbody>
</table>
| Dahlgren decontamination solution       | Example: First Line Technologies  
3 solutions  
(1) gallon size | Individual in (1) gallon containers | ---             | 1        |

### CATEGORY: Safety Equipment

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>First aid kit, trauma-type</td>
<td>---</td>
<td>(1) kit with accessories</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Emergency eye wash</td>
<td>Minimum size: 16oz</td>
<td>Individual</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Timer/stopwatch, digital</td>
<td>No minimum specification</td>
<td>Individual</td>
<td>Each</td>
<td>3</td>
</tr>
</tbody>
</table>
| Safety harness                          | Assorted size with 100’ retrieval ropes  
High visibility color                    | Individual      | Each            | 2        |
| Fire extinguisher, class ABC, dry chemical | Minimum capacity: 20 pound  
High visibility color                      | Individual      | Each            | 1        |
| Fire extinguisher, class D              | Minimum capacity: 20 pound  
High visibility color                      | Individual      | Each            | 1        |
| Hand lights, explosion-proof            | Intrinsically safe  
Flood or spot beam  
Rechargeable or alkaline battery acceptable | Individual      | Each            | 4        |
| Hand light, flashlight                   | Rechargeable or alkaline battery acceptable                                            | Individual      | Each            | 10       |
| Lighting, scene                         | Portable  
Battery or 110VAC acceptable  
Flood light beam                           | Individual      | Each            | 4        |
| Generator, electrical                   | Minimum size: 5,000 watts  
Vehicle mount or portable acceptable       | Individual      | Each            | 1        |
| Extension cord, electrical              | Minimum size: 12 ga, 2 conductor with ground, 50’                                     | Individual      | Each            | 4        |
| Banner tape, red                        | Minimum size: 2” x 100yrd                                                             | Individual      | Roll            | 2        |
| Banner tape, yellow                      | Minimum size: 2” x 100yrd                                                             | Individual      | Roll            | 2        |
| Safety vest, traffic                    | Minimum design: ANSI Class II break-away  
1 for each team member                     | Individual      | Lot             | 1        |
<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhaust fan, explosion-proof</td>
<td>Intrinsically safe with 20' collapsible exhaust hose 110VAD or battery powered acceptable Minimum CFM: 2,850</td>
<td>(1) kit with fan and hose</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Lock-out/Tag-Out kit</td>
<td>Meet OSHA 1910.147 Minimum capabilities: Lock out of the following devices: Valves with up to 6-1/2&quot; handle Ball valve Circuit breakers Cable lockout Wall switch Electrical plug Includes locks, tags, and hasps</td>
<td>(1) kit containing all accessories</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Victim/Responder rescue kit</td>
<td>Minimum equipment: Rope bag with equipment pockets (1) ½&quot;x100' static kern mantle rescue rope (1) CMC brand XL steel or aluminum auto-locking carabiners (6) Sling Link rescue device, 6,000 pound, 5-link with bag (1) CMC anchor strap, 3' (1) CMC anchor strap edge protection (1) SKED vertical rescue system with bag (1) CMC tubular rescue webbing, pieces 2&quot; x 26' (2) Full body fall protective harness, high visibility, polymer coating, assorted sizes (5) Fall arrest lanyards with snap hook and large self-locking rebar hook (5) Lift-rated backboard (1) Lift-rated Stokes litter (1)</td>
<td>(1) kit</td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Item description</td>
<td>Minimum Specification</td>
<td>Packaging</td>
<td>Unit of measure</td>
<td>Quantity</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>-----------</td>
<td>----------------</td>
<td>----------</td>
</tr>
<tr>
<td>Weather station</td>
<td>Measures: temperature, wind speed and direction, and relative humidity</td>
<td></td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Includes software and repeater station</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Binoculars</td>
<td>Minimum optical power: 10X</td>
<td></td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>Binoculars, night or low light</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GPS</td>
<td>Hand-held</td>
<td></td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Camera, digital</td>
<td>Accessories include: Flash, telephoto lens, alkaline-powered, GPS-enabled</td>
<td></td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Water-resistant/waterproof</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes (2) removable spare memory cards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Command vests</td>
<td>Labels include: HAZMAT Branch Officer, Entry Team Leader, Site Control Leader, Reference Leader, DECON Leader, HAZMAT Safety Officer Adjustable</td>
<td></td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Office supplies</td>
<td>Includes: Letter-size note pads (6) Pencils (1 dozen) Sharpie markers (1 dozen) Painter markers or lumber crayons (6) Transparent tape (1) Stapler and staples (1) Paperclips (1 box) Highlighters (1 dozen) Clipboard (6) Scissors (1) Post-it notes (2 pads)</td>
<td></td>
<td>Kit</td>
<td>1</td>
</tr>
<tr>
<td>Forms</td>
<td>Include: Chemical Hazard Profile Incident Conditions Profile Tactical and Safety Plan Medical Monitoring Form</td>
<td></td>
<td>Kit</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item description</th>
<th>Minimum Specification</th>
<th>Packaging</th>
<th>Unit of measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portable radios, multi-channel</td>
<td>With portable chargers and extension mic/speaker</td>
<td></td>
<td>Each</td>
<td>12</td>
</tr>
<tr>
<td>In-suit communication</td>
<td>Encrypted, VOX operated Example: CavCom PTT-2000</td>
<td></td>
<td>Each</td>
<td>8</td>
</tr>
<tr>
<td>Item description</td>
<td>Minimum Specification</td>
<td>Packaging</td>
<td>Unit of measure</td>
<td>Quantity</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>-----------</td>
<td>-----------------</td>
<td>----------</td>
</tr>
<tr>
<td>Cellular telephone</td>
<td>Major carrier with service to &gt;90% of primary response area</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td>Computer, laptop</td>
<td>Includes: Microsoft Office or similar Software for digital camera, download instruments,</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>mapping/GIS, and plume modeling</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>110VAC power supply and spare battery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimum 32 GB flash drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Antivirus software</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printer, multi-function</td>
<td>Ability to scan, print, copy, and internet fax</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Compatible with laptop computer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internet connection, in-field</td>
<td>Minimum speed: 4G/LTE or similar</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Minimum device connections: 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Recommended communications/IT equipment</strong></td>
<td><strong>Compatible with existing radio system</strong></td>
<td>---</td>
<td>Each</td>
<td>12</td>
</tr>
<tr>
<td>Portable radio, multi-channel,</td>
<td>Common mutual aid channels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>intrinsically safe</td>
<td>Portable charger and extension mic/speaker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STARS radio, vehicle mounted</td>
<td>(1) per jurisdiction</td>
<td>---</td>
<td>Each</td>
<td>1</td>
</tr>
</tbody>
</table>
APPENDIX C

ANNUAL PHYSICALS

The Virginia Department of Emergency Management agrees to pay the cost (up to $300/member) of annual medical monitoring of contract team personnel dependent upon budget constraints authorized by the Virginia General Assembly.

These physicals will be in accordance with the following guidelines:

**Suggested routine procedures to be performed with every physical**

Exam HAZMAT
X-Ray Chest (PA & LAT)
Pulmonary Function Test
EKG
Lab Panel:
Liver – Total protein, Albumin, Globulin, Total Billirubin
Kidney – BUN, Creatinine, Uric Acid
Blood Forming – CBC, WBC, RBC, HGB, HCT
Urinalysis

**Exposure testing (to be performed only if there is a documented exposure)**

Executive 1 (CBC, SMA, LIP)
Cholinesterase, Serum (pesticide)
Lead with ZPP
PCB blood test
Heavy metals testing
G. Other City Council Actions

2. Ordinance Amending and Reordaining City Code Chapter 16, Fire Prevention and Protection; Article IV., Sections 16-41 Through 16-45, as Required By Updates to the Statewide Fire Prevention Code (§ 27-94 ET SEQ.) and the Uniform Statewide Building Code (§ 36-97 ET SEQ.)

A REQUEST TO ADOPT AN ORDINANCE AMENDING AND REORDAINING CITY CODE CHAPTER 16, FIRE PREVENTION AND PROTECTION ARTICLE IV., SMOKE DETECTORS; SECTION 16-41, SMOKE DETECTORS REQUIRED; SECTION 16-42, CERTIFICATION; SECTION 16-43, MAINTENANCE; SECTION 16-44, EXEMPTIONS; AND SECTION 16-45, VIOLATIONS, AS REQUIRED BY UPDATES TO THE STATEWIDE FIRE PREVENTION CODE (§ 27-94 ET SEQ.) AND THE UNIFORM STATEWIDE BUILDING CODE (§ 36-97 ET SEQ.).

BACKGROUND:
- The City has a Fire Prevention and Protection ordinance in place, which addresses the installation and maintenance of smoke alarms in rental properties.
- Legislation was passed in the 2018 Legislative Session that created a statewide standard for the installation and maintenance of smoke alarms in rental properties.
- The legislation requires that localities that have enacted fire alarm ordinances must conform with these state standards.
- The updated code requires that the owner of any dwelling - to occupy, lease or rent - install smoke alarms in it in conformance with the provisions of the Uniform Statewide Building Code.
- The owner of any rented or leased dwelling shall also certify annually that the smoke alarms have been installed and maintained in good working order in a residential dwelling pursuant to the Statewide Fire Prevention Code (§ 27-94 et seq.) and the Uniform Statewide Building Code (§ 36-97 et seq.).
- The amended and reordained ordinance also changes "smoke
detectors" to "smoke alarms" and increases the penalty for violating any provision of the article from a Class 3 misdemeanor to a Class 1 misdemeanor.

- The ordinance shall be in effect on and after July 1, 2019, in compliance with Virginia Code.

- The City Manager recommends approval.

FISCAL IMPACT: N/A

ATTACHMENTS:
Description
Memo to HCC re Amending Chapter 16
Draft_Smoke Alarm Ordinance
sdm16735 Secs. 16-41, 16-42, 16-43, 16-44 and 16-45
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

February 6, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Ordinance to Amend Chapter 16 Fire Prevention and Prevention

Chapter 16 of the Code of the City of Newport News addresses Fire Prevention and Protection and Article IV specifically addresses smoke "detectors" and their installation and maintenance in buildings located in the City. Statewide legislation was passed in the 2018 General Assembly Session that impacts specific language used in applicable ordinances, and localities are required to conform to the changes by July 1, 2019.

The revisions required of our Code sections do not materially change the intent of the sections that must be revised and generally concern the responsibility of the owner of any dwelling who may occupy, lease or rent to install and maintain smoke "alarms" in it in conformance with the provisions of the Uniform Statewide Building Code. The attached draft amended and reordained ordinance will also increase the penalty for violating any provision of the article from a Class 3 misdemeanor to a Class 1 misdemeanor.

I recommend approval.

Cynthia D. Rolfe

CDR:sjk

cc: Scott W. Liebold, Chief, Newport News Fire Department
ORDINANCE NO. ____________________

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 16, FIRE PREVENTION AND PROTECTION, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE IV., SMOKE DETECTORS, SECTION 16-41, SMOKE DETECTORS REQUIRED; SECTION 16-42, CERTIFICATION; SECTION 16-43, MAINTENANCE; SECTION 16-44, EXEMPTIONS; AND SECTION 16-45, VIOLATIONS.

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

1. That Chapter 16, Fire Prevention and Protection, of the Code of the City of Newport News, Virginia, Article IV., Smoke Detectors, Section 16-41, Smoke detectors required; Section 16-42, Certification; Section 16-43, Maintenance; Section 16-44, Exemptions; and Section 16-45, Violations; be, and the same hereby is, amended and reordained as follows:

ARTICLE IV. SMOKE DETECTORS

Sec. 16-41. Smoke detectors required.

It shall be unlawful for the owner of any building to occupy, lease or rent any dwelling or dwelling unit or to operate, use or permit any building, or part thereof, to be operated or used as a hotel, motel or rooming house until smoke detectors have been installed in it in conformance with the provisions of the Uniform Statewide Building Code. Smoke alarms installed pursuant to this section shall be installed only in conformance with the provisions of the Uniform Statewide Building Code and shall be permitted to be either battery operated or AC powered. Such installation shall not require new or additional wiring and shall be maintained in accordance with the Statewide Fire Prevention Code and subdivision C 6 of § 36-105, Part II of the Uniform Statewide Building Code.

Sec. 16-42. Certification.

The owner of any rented or leased dwelling unit shall provide to each tenant at the beginning of each tenancy, and at least annually thereafter, a certificate stating that all smoke detectors are present, have been inspected by the owner, his employee, or an independent contractor, and are in good working order.

Sec. 16-43. Maintenance.

(a) Smoke detectors located in hallways, stairwells and other public or common areas of multi-family buildings shall be maintained in good working condition by the owner.
(b) Maintenance of smoke detectors in rented or leased dwelling units shall be the responsibility of the tenant; however, the owner shall be obligated to service, repair or replace any malfunctioning smoke detector within five (5) days of receipt of written notice that such smoke detector is in need of service, repair or replacement. Except for smoke alarms located in public or common areas of multi-family buildings, interim testing, repair, and maintenance of smoke alarms in rented or leased dwelling units shall be the responsibility of the tenant in accordance with § 55-225.4 or § 55-248.16 of the Code of Virginia, 1950, as amended, as applicable.

(c) All smoke detectors required by this Code and installed in other than rental or leased dwelling units shall be maintained in good operating condition by the owner and shall be inspected by the owner not less than once annually.

Sec. 16-44. Exemptions.

Smoke detectors installed in buildings constructed prior to September 1, 1973 may be operated from either A.C. primary power or a battery, or a combination of both power sources. Nothing herein shall require the upgrading of any smoke alarms provided by the building code in effect at the time of the last renovation of such building, for which a building permit was required, or as otherwise provided in the Uniform Statewide Building Code.

Sec. 16-45. Violations.

Any person violating a provision of this article shall be guilty of a Class 3-1/2 misdemeanor.

2. That this ordinance shall be in effect on and after July 1, 2019.
ORDINANCE NO. ____________________

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 16, FIRE PREVENTION AND PROTECTION, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE IV., SMOKE DETECTORS, SECTION 16-41, SMOKE DETECTORS REQUIRED; SECTION 16-42, CERTIFICATION; SECTION 16-43, MAINTENANCE; SECTION 16-44, EXEMPTIONS; AND SECTION 16-45, VIOLATIONS.

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

1. That Chapter 16, Fire Prevention and Protection, of the Code of the City of Newport News, Virginia, Article IV., Smoke Detectors, Section 16-41, Smoke detectors required; Section 16-42, Certification; Section 16-43, Maintenance; Section 16-44, Exemptions; and Section 16-45, Violations; be, and the same hereby is, amended and reordained as follows:

CHAPTER 16

FIRE PREVENTION AND PROTECTION

ARTICLE IV. SMOKE DETECTORS

Sec. 16-41. Smoke detectors required.

It shall be unlawful for the owner of any building to occupy, lease or rent any dwelling or dwelling unit or to operate, use or permit any building, or part thereof, to be operated or used as a hotel, motel or rooming house until smoke detectors alarms have been installed in it in conformance with the provisions of the Uniform Statewide Building Code. Smoke alarms installed pursuant to this section shall be installed only in conformance with the provisions of the Uniform Statewide Building Code and shall be permitted to be either battery operated or AC powered. Such installation shall not require new or additional wiring and shall be maintained in accordance with the Statewide Fire Prevention Code and subdivision C 6 of § 36-105, Part II of the Uniform Statewide Building Code.

Sec. 16-42. Certification.

The owner of any rented or leased dwelling unit shall provide to each tenant at the beginning of each tenancy, and at least annually thereafter, a certificate stating that all smoke detector alarms are present, have been inspected by the owner, his employee, or an independent contractor, and are in good working order.
Sec. 16-43. Maintenance.

(a) Smoke detectors located in hallways, stairwells and other public or common areas of multi-family buildings shall be maintained in good working condition by the owner.

(b) Maintenance of smoke detectors in rented or leased dwelling units shall be the responsibility of the owner; however, the owner shall be obligated to service, repair or replace any malfunctioning smoke detector within five (5) days of receipt of written notice that such smoke detector is in need of service, repair or replacement. Except for smoke alarms located in public or common areas of multi-family buildings, interim testing, repair, and maintenance of smoke alarms in rented or leased dwelling units shall be the responsibility of the tenant in accordance with § 55-225.4 or § 55-248.16 of the Code of Virginia, 1950, as amended, as applicable.

(c) All smoke detectors required by this Code and installed in other than rental or leased dwelling units shall be maintained in good operating condition by the owner and shall be inspected by the owner not less than once annually.

Sec. 16-44. Exemptions.

Smoke detectors installed in buildings constructed prior to September 1, 1973 may be operated from either A.C. primary power or a battery, or a combination of both power sources. Nothing herein shall require the upgrading of any smoke alarms provided by the building code in effect at the time of the last renovation of such building, for which a building permit was required, or as otherwise provided in the Uniform Statewide Building Code.

Sec. 16-45. Violations.

Any person violating a provision of this article shall be guilty of a Class 3-1/2 misdemeanor.

2. That this ordinance shall be in effect on and after July 1, 2019.
H. Appropriations

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

1. Newport News Police Department (NNPD) – Criminal Justice Training Academy Fees: Specialized Training and Equipment Purchase - $100,000
H. Appropriations

1. Newport News Police Department (NNPD) - Criminal Justice Training Academy Fees: Specialized Training and Equipment Purchase - $100,000

**ACTION:** A REQUEST TO APPROVE THE APPROPRIATION OF $100,000 FROM THE LOCAL CRIMINAL JUSTICE TRAINING ACADEMY FEES TO PAY FOR SPECIALED TRAINING FOR POLICE EMPLOYEES AND TO PURCHASE TRAINING SUPPLIES FOR THE NEWPORT NEWS POLICE TRAINING ACADEMY.

**BACKGROUND:**
- The Police Department is requesting $100,000 appropriation from the Local Criminal Justice Training Academy fees.
- These fees were authorized by City Code, Section 2-18.2, which allows clerks of the circuit, general district, and juvenile and domestic relations district courts to assess and collect a fee of five dollars in every case in which costs are assessable; all funds collected pursuant to this ordinance are to be used to support the Police Department's Criminal Justice Training Academy.
- The City Manager recommends approval.

**FISCAL IMPACT:**
- N/A

**ATTACHMENTS:**
Description
Memo to HCC re CJTA Appropriation 2.6.19
sdm16747 Appropriation re Criminal Justice Training Academy Fees
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

February 6, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Appropriation from Criminal Justice Training Academy Fees

The Police Department is requesting a $100,000 appropriation from the Local Criminal Justice Training Academy fees to pay for specialized training for sworn and civilian employees of the Police Department and to purchase training supplies for the Newport News Police Training Academy.

The establishment of the Criminal Justice Training Academy fees was authorized by City Code, Section 2-18.2. Assessment of additional court costs to support Newport News’ local Criminal Justice Training Academy. The ordinance allows the clerks of the circuit, general district, and juvenile and domestic relations district courts to assess and collect a fee of five dollars ($5.00) in every case in which costs are assessable. All funds collected pursuant to this ordinance are to be used to support the Police Department’s Criminal Justice Training Academy.

The Criminal Justice fund is utilized to support the majority of Newport News Police training. While the Police Department does not anticipate using all funds in this fiscal year, the appropriation will roll over to the next fiscal year.

Police officers attend specialized training on subjects which range from search and seizure to executive level leadership development classes. The funds also support civilian training for topics such as computer security to crime analysis training.
The Honorable City Council

Appropriation from Criminal Justice Training Academy Fees
February 6, 2019

The current balance in the academy fees fund is $194,094.

Approval of this resolution is recommended.

[Signature]
Cynthia D. Rohlf

CDR:LBT:tkg

cc:  Alan K. Archer, Assistant City Manager
      Steve R. Drew, Chief of Police
      Robert Pealo, Assistant City Attorney
      Lisa Cipriano, Director, Office of Budget and Evaluation
      Deborah Fasolino, Grants Accountant, Finance Department
RESOLUTION NO. _______________

A RESOLUTION APPROPRIATING FUNDS FROM USE OF FUND BALANCE TO TRAVEL-TRAIN/MEETING EXPENSE.

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

That it hereby appropriates funds from Use of Fund Balance to Travel-Train/Meeting Expense, as follows:

Appropriation From:

Use of Fund Balance
2580-000-00-0000-450000-000000-0000-00000 $ 100,000.00

Appropriation To:

Travel-Train/Meeting Expense
2580-000-00-0000-555040-000000-0000-00000 $ 100,000.00
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

Scott
Vick
Woodbury
Cherry
Harris
Jenkins
Price

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.”