AGENDA

NEWPORT NEWS CITY COUNCIL
REGULAR CITY COUNCIL MEETING

AUGUST 13, 2019

City Council Chambers

7:00 p.m.

A. Call to Order

B. Invocation
   • Pastor Ben Rothwell, Crosswalk Church

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

D. Presentations

E. Public Hearings
   1. Ordinance Amending Ordinance No. 7473-18 to Increase the Dimensions of Easements to be Acquired at 4002 and 4004 Campbell Road; Authorizing the City Manager to Make Offers to Acquire, By Purchase or Condemnation, Portions of Property Interests for the Campbell Road Improvements Project, to Provide Funds for this Purpose; and Authorizing the City Manager to Execute All Documents Necessary to Effectuate the Acquisition

F. Consent Agenda
   1. Minutes of the Special Joint Work Session of the City Council and the School Board of June 25, 2019
   2. Minutes of the Work Session of July 9, 2019
   3. Minutes of the Regular Meeting of July 9, 2019
   4. Minutes of the Special Joint Meeting of City Council, Planning Commission, and Economic Development Authority-Industrial Development Authority of July 16, 2019
5. Ordinance Amending City Code, Chapter 15, Elections; Article I., Voting Precincts; Section 15-47, Voting Places in Respective Voting Precincts

G. Other City Council Actions
1. Resolution Authorizing and Directing the City Manager to Execute a Lease By and Between the City of Newport News, Virginia and Blue Canon, LLC, for General Office/Storage Space Located at 802 Blue Crab Road, Suite 500
2. Resolution Endorsing the Submission of the Transportation Alternative Program (TAP) Grant Application for the Nettles Drive Sidewalk Improvement Project
3. Ordinance Amending and Reordaining City Code, Chapter 22, Library System; Article III., Law Library; Section 22-39, Availability of Books, Reports and Papers to Public and Removal of Same From Library
4. Ordinance Authorizing an Encroachment Upon the 23rd Street Right-of-Way and Authorizing the City Manager to Execute an Encroachment Agreement Between the City of Newport News, Virginia and Railhouse, LLC

H. Appropriations

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

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

K. Adjourn

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

B. Invocation – Pastor Ben Rothwell, Crosswalk Church

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

D. Presentations
E. Public Hearings

1. Ordinance Amending Ordinance No. 7473-18 to Increase the Dimensions of Easements to be Acquired at 4002 and 4004 Campbell Road; Authorizing the City Manager to Make Offers to Acquire, By Purchase or Condemnation, Portions of Property Interests for the Campbell Road Improvements Project, to Provide Funds for this Purpose; and Authorizing the City Manager to Execute All Documents Necessary to Effectuate the Acquisition

**ACTION:**

A REQUEST TO ADOPT AN ORDINANCE AMENDING ORDINANCE NO. 7473-18 TO INCREASE THE DIMENSIONS OF EASEMENTS TO BE ACQUIRED AT 4002 AND 4004 CAMPBELL ROAD; AUTHORIZING THE CITY MANAGER TO MAKE OFFERS TO ACQUIRE, BY PURCHASE OR CONDEMNATION, PORTIONS OF PROPERTY INTERESTS FOR THE CAMPBELL ROAD IMPROVEMENTS PROJECT, TO PROVIDE FUNDS FOR THIS PURPOSE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION.

**BACKGROUND:**

- On June 12, 2019, City Council authorized the City Manager to execute all documents necessary to acquire, by purchase or condemnation, various properties required for the Campbell Road Improvements Project.

- The amendment to the ordinance is necessary to reflect an increase in the area of the property interest taken from Parcel 27 and Parcel 28 and to reflect the associated increase in the appraisals for Parcel 27 and Parcel 28.

- The City Manager recommends approval.

**FISCAL IMPACT:**

- N/A

**ATTACHMENTS:**

Description
Memo to HCC re Campbell Rd Construction Project 8.7.19
Attachment Location Map Campbell Road
Amend Ord 7473-18 to Auth Increase at 4002 & 4004 Campbell Rd
TO: The Honorable City Council
FROM: City Manager
SUBJECT: Campbell Road Reconstruction Project

City Council is requested to adopt an ordinance amending Ordinance No. 7473-18 providing for acquisition of property by sale or condemnation for the Campbell Road Improvements Project.

On June 12, 2018, City Council adopted Ordinance No. 7473-18 authorizing the City Manager to make offers to acquire, by purchase or condemnation, portions of property for the Campbell Road Improvements Project, to provide funds for this purpose, and to execute all documents necessary to affect the purchase.

The amendment is necessary to reflect a change in the required area of the property interest taken from Parcel 27 and Parcel 28 and associated increase in the appraisals of Parcel 27, located at 4004 Campbell Road and Parcel 28, located at 4002 Campbell Road. Necessary amendments are as follows:

- Section 6 of Ordinance No. 7473-18 is to indicate a full cost of $242.22 for Parcel 27 and $332.73 for Parcel 28, totaling $574.95 and to defray costs incident thereto.
- The appraisal amount for Parcel 27 increased by $310.28 and Parcel 28 by $238.78, for a total increase of $549.06.

The proposed amendment to the ordinance would allow the City to acquire the property at the corrected appraisal value.

I recommend approval.

Cynthia D. Rohlf

CDR/TCC/plw

Attachment

cc: Everett P. Skipper, Director, Department of Engineering
ORDINANCE NO. __________

AN ORDINANCE AMENDING ORDINANCE NO. 7473-18 TO INCREASE THE DIMENSIONS OF EASEMENTS TO BE ACQUIRED AT 4002 AND 4004 CAMPBELL ROAD AND AUTHORIZING THE CITY MANAGER TO MAKE OFFERS TO ACQUIRE, BY PURCHASE OR CONDEMNATION, PORTIONS OF THOSE CERTAIN PARCELS OF REAL PROPERTY, FOR THE CAMPBELL ROAD IMPROVEMENTS PROJECT, TO PROVIDE FUNDS FOR THIS PURPOSE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST ALL DOCUMENTS NECESSARY TO EFFECT THE PURCHASE AUTHORIZED HEREIN.

WHEREAS, the Council of the City of Newport News authorized the acquisition of various property interests in support of the Campbell Road Improvements Project ("the Project") in Ordinance number 7473-18, enacted on June 12, 2018; and

WHEREAS, it was subsequently determined that the temporary construction easement to be acquired at 4002 and 4004 Campbell Road, Parcels number 27 and 28 were inadequate for the purposes of the Project, and that these easements must be expanded.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News, Virginia, after a properly noticed Public Hearing on August 13, 2019, pursuant to Virginia Code §15.2-1903:

Section 1. That the Council hereby authorizes the acquisition of the required interests on Parcels number 27 and 28, each parcel by general warranty deed or other interests in the properties identified in Section 6 of this ordinance.

Section 2. That the City Attorney be, and hereby is, authorized and directed to acquire in a manner provided by Title 15.2, Chapter 19 and Title 25.1, Chapters 2 and 3, of the Code of Virginia, 1950, as amended, interests in Parcels number 27 and 28, located in the City of Newport News, Virginia, together with all rights appurtenant thereto, if appropriate, to implement the Project, the said properties where the interests are to be acquired, and a preliminary indication of ownership being more particularly described in Section 6 of this ordinance.

Section 3. That the City Manager is hereby authorized and directed to act for and on behalf of the City of Newport News in agreeing and disagreeing with the owners of Parcels number 27 and 28 upon the compensation to be paid therefor within the limits of the funds provided herein for this purpose as set out in Section 6 of this ordinance.

Section 4. That in order to provide funds for the acquisition of interests in the said parcels and to defray the costs incident thereto, the sum of ONE THOUSAND ONE HUNDRED TWENTY-FOUR AND 01/100 DOLLARS ($1,124.01) or so much thereof as may be necessary, is hereby designated from funds appropriated for acquisition of the hereinafter described properties.

Section 5. That the authority to acquire interests in the property listed in Section 6 of
this ordinance shall include all necessary authority to acquire clear title to those properties and shall, without intending to be a limitation, include the authority to institute proceedings against successors in title or to institute eminent domain proceedings in order to establish clear title.

Section 6. That the present owners of the properties to be acquired, or interests therein, and a description of said properties or their interests, and the funds necessary to compensate the owners of the properties are as follows (the interests to be acquired being fee simple ownership unless otherwise indicated on the plats attached hereto):

Parcel 27 - A 625 square foot temporary construction easement from David H. Mise for FIVE HUNDRED FIFTY-TWO AND 50/100 DOLLARS ($552.50). The interest to be acquired affects a parcel currently used as a residential site at 4004 Campbell Road., Newport News, Virginia, identified as Tax Parcel ID #119000401, as more particularly described on a plat attached to this Ordinance as Exhibit 27.

Parcel 28 - A 663 square foot temporary construction easement from CAMG-T, Incorporated for FIVE HUNDRED SEVENTY-ONE AND 51/100 DOLLARS ($571.51). The interest to be acquired affects a parcel currently used as a residential site at 4002 Campbell Road., Newport News, Virginia, identified as Tax Parcel ID #119000427, as more particularly described on a plat attached to this Ordinance as Exhibit 28.

Section 7. That this ordinance shall be in effect on and after the date of its adoption, August 13, 2019.
<table>
<thead>
<tr>
<th>PARCEL NO.</th>
<th>TEMPORARY CONSTRUCTION EASEMENT (SF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>663 SF</td>
</tr>
</tbody>
</table>

CAMPBELL ROAD RECONSTRUCTION

PARCEL: 12
ADDRESS: 4002 CAMPBELL ROAD

FILE NO.: 100045597
DATE: 11/09/2018
SCALE: 1" = 20'
F. Consent Agenda

1. Minutes of the Special Joint Work Session of the City Council and the School Board of June 25, 2019

   **ACTION:**  
   - N/A

   **BACKGROUND:**  
   - N/A

   **FISCAL IMPACT:**  
   - N/A

**ATTACHMENTS:**
Description
Minutes of Special Joint Work Session for June 25, 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
2410 Wickham Avenue
June 25, 2019
4:00 P.M.

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

ABSENT: None-----------------------------------------------------------------------------------------------0

SCHOOL BOARD MEMBERS PRESENT: Dr. Terri L. Best; Douglas Brown; John Eley, III; Gary B. Hunter; Shelly Simonds; and Lisa Surles-Law-------------------------------6

ABSENT: Marvin Harris-------------------------------------------------------------------------------1

OTHERS PRESENT: Dr. George Parker, III; Cynthia Rohlf; Collins L. Owens; Mabel Washington Jenkins; Lyn Spratley; Leonard Wallin; Mary Lou Rouseau; Tiffany Moore-Buffaloe; Darlene Bradberry; Lisa Cipriano; Cory Cloud; Constantinos Velissarios; Keith Ferguson; Susan Goodwin; Virginia Lovette; Florence Kingston; Matthew Johnson; Shelia McAllister; Flora Chioros; Venerria Thomas; Everett Skipper; Louis Martinez; Frank James; Sonia Alcantara-Antoine; Dawn Barber; Police Chief Steve Drew; Fire Chief Jeffrey Johnson; James McElheney; Adrian Whitcomb; Dale Goode; Mary Vause; Jannie Bazemore; James Lovett; Adrian Whitcomb; Pam Hall; Robert Coleman; Alan Archer; David Freeman; Kim Lee; Cleder Jones; Eoghan Miller; Jerri Wilson; Joyce Thompkins; Indiana Brown; 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.

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.
II. Opening Remarks

Mayor Price again thanked everyone for their attendance. He advised that the Mayor’s Advisory Committee met June 25, 2019 in the 10th Floor City Council Conference Room (2400 Washington Avenue) to review at the budgets. They discussed how to keep the public informed about the informal meeting, as well as the Joint Board meeting moving forward.

School Board 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. He shared every City had three (3) things that made for a great City: 1) safety; 2) a robust business development environment; and 3) an outstanding school system. The School Board approved Resolution Number 19-05, to work with City Council. The resolution described the School Board goals and objectives to be studied and addressed, in an effort to advance the school division’s strategic goals of financial resiliency (a copy of Resolution Number 9-05 is attached and made part of these minutes).

Chairman Hunter again 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 informative conversation.

III. Financial Overview

City Manager Rohlf shared that there would be a financial overview which included the revised City Manager’s Recommended FY 2020 Capital Improvement Plan (CIP). She advised that City Council had an opportunity to see the association between the CIP and Financial connection, and what it meant to the Operating Budget, as well as the capacity of what the City could and could not afford, and wanted to share the same information with the School Board. She stated Dr. Parker advised that he had questions that needed to be answered, hopefully those questions would be able to addressed and answered during the presentation. The City was required by law to submit the CIP by the 1st of November. The City went out and got funding for two (2) projects that were outside of the CIP, at approximately $80 million, which had to be taken into consideration (the SCOT Center relocation and City Center Garage). The only funding provided in FY 2019 CIP as the amount requested from the NNPS. City Manager Rohlf introduced Ms. Lisa Cipriano, Director, Department of Budget and Evaluation, to provide opening remarks and to provide a financial overview.

Ms. Cipriano advised described the CIP process to ensure that everyone understood the process (a copy of the presentation, “Capital Improvement Plan (CIP) Process”, is attached and
made a part of these minutes). She shared there were three (3) parts to the Capital Improvement Process as follows:

1. Capital Improvement Plan
   ▪ To develop a long range plan (at least two (2) years) and set priorities

2. Bond Authorization
   ▪ After a plan was developed and approved

3. City Council Appropriation
   ▪ Final Step following the developed plan, bond authorization and to appropriate project-by-project

Ms. Cipriano shared the first part of the Capital Improvement Plan which was a “Plan Only” as follows:

- The City’s multi-year Capital Improvement Plan
  - CIP is a **PLAN** only – *not* a ‘budget’:
    ▪ Funded by revenue that was not a secured source
    ▪ Does not align in a fiscal year calendar

- Establishes a schedule and funding plan for the highest-priority capital projects and equipment purchases

- First Year ONLY was Adopted by City Council
  - Projects were supported by various funding sources
  - CIP was updated annually, if necessary
    ▪ Addresses emergency or critical needs and/or new projects

Ms. Cipriano noted the importance of the CIP as follows:

- Strategic Initiatives, Comprehensive Plan
- Capital Financing and Debt Management Policies (Adopted by City Council 2017)
- Performance/Outcome Measures
- Impact on Operating Budget
- Positive Return on Investment
- Legal Requirement
• Critical Nature
• Health and Safety
• Impact on Residents
• Prior and/or ongoing commitment

Ms. Cipriano noted the CIP Calendar as follows:

- **Stage 1: July** - Departments were asked to submit CIP requests based on priority, justification, funding source, project cost, and impact on operating budget.

- **Stage 2: August/September** - CIP Committee reviewed and analyzed departmental requests; established initial priorities within capital financing and debt management policies.

- **Stage 3: October/November** - Proposed CIP reviewed and finalized by City Manager. City Manager Recommended CIP to City Council by November 1st as required by City Code.

Ms. Cipriano noted the uses of CIP Funds were as follows:

• Property Acquisitions
• Planning, Design, and Construction
• Facility Maintenance and Renovation
• Vehicle/Apparatus Replacement
• Technology Investment

Ms. Cipriano noted the Sources of Funds as follows:

• Debt
• Cash Capital
• Grant Funding
• Other

Ms. Cipriano noted the Project Funding Sources as follows:

• Cash Capital
  - Funded from the General Fund as part of the annual Operating Budget.

• General Obligation Bonds (GOB)
- Borrowed funds; debt was primarily paid by the General Fund over a period of time – generally over a 20-year period.

- User Fee Supported Debt
  - Cash Capital and/or GOB paid by and supported by User Fees (Sewer, Stormwater, Solid Waste, and Waterworks). Debt was paid by User Fee Funds; it was part of the General Fund’s Debt calculation.

- Grant Funds
  - Anticipated Federal and State Grant Support (e.g. Streets and Bridges).

- Other
  - Any other funding (e.g., Developer Contribution).

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP General Fund – General Obligations Bonds by category were as follows:

<table>
<thead>
<tr>
<th></th>
<th>FY 2020 Recommended Amount</th>
<th>FY 2020 Revised Amount</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Buildings</strong></td>
<td>$23.8</td>
<td>$ 9.6</td>
<td>$(14.2)</td>
</tr>
<tr>
<td><strong>Parks and Recreation</strong></td>
<td>4.1</td>
<td>4.6</td>
<td>0.5</td>
</tr>
<tr>
<td><strong>Streets and Bridges</strong></td>
<td>14.0</td>
<td>11.3</td>
<td>(2.7)</td>
</tr>
<tr>
<td><strong>Community Development</strong></td>
<td>13.2</td>
<td>5.0</td>
<td>(8.2)</td>
</tr>
<tr>
<td><strong>Schools</strong>1</td>
<td>15.9</td>
<td>10.0</td>
<td>(5.9)</td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td>2.5</td>
<td>1.8</td>
<td>(0.7)</td>
</tr>
<tr>
<td><strong>General Fund Total</strong></td>
<td><strong>$73.5</strong></td>
<td><strong>$42.3</strong></td>
<td><strong>$(31.2)</strong></td>
</tr>
</tbody>
</table>

1Reflects combined FY 2019 and FY 2020 General Obligation Bonds as shown in the FY 2019 CIP.
2Includes $6.9 million of FY 2019 General Obligation Bonds for Schools. An appropriation for $6.4 million was approved in January 2019 using the remaining balance from the City’s FY 2018 Bond Authorization.

Ms. Cipriano advised that the City Manager’s FY 2020 Recommended CIP Percentages of General Fund – General Obligations Bonds were as follows:
<table>
<thead>
<tr>
<th>General Fund (in millions)</th>
<th>FY 2020 Recommended Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Buildings</td>
<td>$23.8</td>
<td>32%</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>4.1</td>
<td>6%</td>
</tr>
<tr>
<td>Streets and Bridges</td>
<td>14.0</td>
<td>19%</td>
</tr>
<tr>
<td>Community Development</td>
<td>13.2</td>
<td>18%</td>
</tr>
<tr>
<td>Schools2</td>
<td>15.9</td>
<td>22%</td>
</tr>
<tr>
<td>Equipment</td>
<td>2.5</td>
<td>3%</td>
</tr>
</tbody>
</table>

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP Percentages of General Fund – General Obligations Bonds were as follows:

<table>
<thead>
<tr>
<th>General Fund (in millions)</th>
<th>FY 2020 Revised Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Buildings</td>
<td>$9.6</td>
<td>23%</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>4.6</td>
<td>11%</td>
</tr>
<tr>
<td>Streets and Bridges</td>
<td>11.3</td>
<td>27%</td>
</tr>
<tr>
<td>Community Development</td>
<td>5.0</td>
<td>12%</td>
</tr>
<tr>
<td>Schools2</td>
<td>10.0</td>
<td>23%</td>
</tr>
<tr>
<td>Equipment</td>
<td>1.8</td>
<td>4%</td>
</tr>
</tbody>
</table>

Ms. Cipriano indicated that the City Manager’s FY 2020 Recommended CIP General Fund – General Obligation Bonds were $73 million and in the FY 2020 Revised CIP General Fund – General Obligation Bonds were $42 million.

Ms. Cipriano noted the impact of the CIP on the General Fund Operating Budget, with the projected annual debt payments, based on approved FY 2019 CIP, was $41 million in existing debt service, $46 million in FY 2020; and with $51 million projected CIP debt service in FY 2021.

Ms. Cipriano noted the impact of the CIP on the General Fund Operating Budget, with the projected annual debt payments, based on Revised FY 2020 CIP, was $41 million in
existing debt service for FY 2019, $46 million in FY 2020; and with $49 million projected CIP
debt service in FY 2021.

Ms. Cipriano noted the City’s General Fund Expenditures for FY 2020 Adopted
Operating Budget was $497.6 million as follows:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Fringes Benefits</td>
<td>$226.4</td>
<td>46%</td>
</tr>
<tr>
<td>Support for Schools Operations</td>
<td>110.9</td>
<td>22%</td>
</tr>
<tr>
<td>Federal/State Grants</td>
<td>3.2</td>
<td>1%</td>
</tr>
<tr>
<td>Debt Services</td>
<td>46.3</td>
<td>9%*</td>
</tr>
<tr>
<td>All Other Costs</td>
<td>110.8</td>
<td>22%**</td>
</tr>
</tbody>
</table>

($ in millions)

*Included $8.8 million City paid debt on School Capital Projects
**Included Community and Regional Support; Utilities and Vehicle Fuel;
Contractual Services; and Vehicle and IT Replacement

Ms. Cipriano shared how the CIP Impacted the General Fund Operating Budget and the Projected Annual Debt Payments on future year.

<table>
<thead>
<tr>
<th></th>
<th>Existing Debt Service</th>
<th>Projected CIP Debt Service</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2019</td>
<td>$41</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2020</td>
<td>46*</td>
<td>$ 4</td>
<td>$49</td>
</tr>
<tr>
<td>FY 2021</td>
<td>45</td>
<td>7</td>
<td>50</td>
</tr>
<tr>
<td>FY 2022</td>
<td>43</td>
<td>12</td>
<td>51</td>
</tr>
<tr>
<td>FY 2023</td>
<td>39</td>
<td>18</td>
<td>53</td>
</tr>
<tr>
<td>FY 2024</td>
<td>35</td>
<td>17</td>
<td>50</td>
</tr>
<tr>
<td>FY 2025</td>
<td>33</td>
<td>17</td>
<td>47</td>
</tr>
<tr>
<td>FY 2026</td>
<td>30</td>
<td>16</td>
<td>43</td>
</tr>
<tr>
<td>FY 2027</td>
<td>27</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Annual Debt payment increase of $5 million to the General Fund

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP General Fund —Cash Capital by category were as follows:
<table>
<thead>
<tr>
<th></th>
<th>FY 2020 Recommended Amount</th>
<th>FY 2020 Revised Amount</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund (in millions)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Development</td>
<td>$530,000</td>
<td>$730,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>Environmental</td>
<td>225,000</td>
<td>100,000</td>
<td>(125,000)</td>
</tr>
<tr>
<td>Transit</td>
<td>81,000</td>
<td>-0-</td>
<td>(81,000)</td>
</tr>
<tr>
<td>Equipment</td>
<td>1,566,150</td>
<td>1,166,150</td>
<td>(400,000)</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>300,000</td>
<td>450,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Public Buildings</td>
<td>2,144,000</td>
<td>450,000</td>
<td>(1,694,000)</td>
</tr>
<tr>
<td>Schools</td>
<td>2,000,000</td>
<td>4,400,000</td>
<td>2,400,000</td>
</tr>
<tr>
<td>Streets and Bridges</td>
<td>2,050,000</td>
<td>1,600,000</td>
<td>(450,000)</td>
</tr>
<tr>
<td><strong>General Fund Total</strong></td>
<td><strong>$8,896,150</strong></td>
<td><strong>$8,896,150</strong></td>
<td><strong>0-</strong></td>
</tr>
</tbody>
</table>

Ms. Cipriano advised that the City Manager’s FY 2020 Recommended CIP Percentages of General Fund – Cash Capital were as follows:

<table>
<thead>
<tr>
<th></th>
<th>FY 2020 Recommended Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund (in millions)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Buildings</td>
<td>$2,144,000</td>
<td>24%</td>
</tr>
<tr>
<td>Streets and Bridges</td>
<td>2,050,000</td>
<td>23%</td>
</tr>
<tr>
<td>Schools</td>
<td>2,000,000</td>
<td>22%</td>
</tr>
<tr>
<td>Equipment</td>
<td>1,566,150</td>
<td>18%</td>
</tr>
<tr>
<td>Community Development</td>
<td>530,000</td>
<td>6%</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>300,000</td>
<td>3%</td>
</tr>
<tr>
<td>Environmental</td>
<td>225,000</td>
<td>3%</td>
</tr>
<tr>
<td>Transit</td>
<td>81,000</td>
<td>1%</td>
</tr>
</tbody>
</table>

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP Percentages of General Fund – Cash Capital were as follows:


<table>
<thead>
<tr>
<th>General Fund (in millions)</th>
<th>FY 2020 Revised Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Buildings</td>
<td>$ 450,000</td>
<td>5%</td>
</tr>
<tr>
<td>Streets and Bridges</td>
<td>1,600,000</td>
<td>18%</td>
</tr>
<tr>
<td>Schools</td>
<td>4,400,000</td>
<td>50%</td>
</tr>
<tr>
<td>Equipment</td>
<td>1,166,150</td>
<td>13%</td>
</tr>
<tr>
<td>Community Development</td>
<td>730,000</td>
<td>8%</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>450,000</td>
<td>5%</td>
</tr>
<tr>
<td>Environmental</td>
<td>100,000</td>
<td>1%</td>
</tr>
</tbody>
</table>

Ms. Cipriano advised of the City’s Compliance with Financial Policies were as follows:

- **Policy**: Unassigned Fund Balance should be a minimum of 7.5% of actual General Fund Revenues from the previous fiscal year.
  - **Current Ratios**: 12.1%
    - **Projected FY 2020 Ratios**: N/A

- **Policy**: Debt burden ratio below 3.0% (outstanding general obligation debt to taxable real and personal property).
  - **Current Ratios**: 2.5%
    - **Projected FY 2020 Ratios**: 2.7%

- **Policy**: At least 20% of CIP was funded with cash capital. Equipment and infrastructure costing less than $250,000 was cash funded.
  - **Current Ratios**: N/A
    - **Projected FY 2020 Ratios**: 23.4%

- **Policy**: Ratio of debt service obligations to General Fund/School revenue should not exceed 9.5%.
  - **Current Ratios**: 8.2% (FY 2020)
    - **Projected FY 2020 Ratios**: 8.7% (FY 2021)
• **Policy:** No less than 30% of outstanding general obligation debt was scheduled to be repaid within five years, and no less than 60% was scheduled to be repaid within ten years.
  
  o **Current Ratios:** 40% in five (5) years and 70% in ten (10) years
  
  o **Projected FY 2020 Ratios:** 39% in five (5) years and 68% in ten (10) years

*Cash Capital included the addition of $4.0 million funded through the City’s Operating budget ($2.5 million for Vehicle Replacement and $1.5 million for IT Investment)*

Ms. Cipriano indicated in the City Manager’s FY 2020 – 2024 Revised CIP General Fund all Funding Sources to include General Obligation Bonds (GOB), Cash Capital, Grants, and Other and that FY 2024 was a blank slate.

<table>
<thead>
<tr>
<th>($ in millions)</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Capital</td>
<td>$9</td>
<td>$9</td>
<td>$9</td>
<td>$8</td>
<td></td>
</tr>
<tr>
<td>GOB</td>
<td>42</td>
<td>45</td>
<td>47</td>
<td>64</td>
<td></td>
</tr>
<tr>
<td>Grant Funding</td>
<td>13</td>
<td>37</td>
<td>42</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$65</strong></td>
<td><strong>$92</strong></td>
<td><strong>$99</strong></td>
<td><strong>$130</strong></td>
<td></td>
</tr>
</tbody>
</table>

Ms. Cipriano advised of the Second Part of Bond Authorization of Capital Projects. The Bond Authorization Ordinance was the instrument that allowed the City Council to:

1. Appropriate funding for projects identified in the approved Capital Improvements Plan (CIP)
2. May include emergency or other projects not in the adopted CIP
3. Issue bonds to pay for Capital Projects appropriated by City Council
4. Was based on need to borrow funds, not on a fiscal year calendar

Ms. Cipriano advised of the Third Part of Capital Project City Council Appropriation was as follows:

- Every project was individually appropriated by City Council
- Each Project Appropriation was an opportunity to:
  o Right size funding of projects
  o Substitute projects
Address emergency needs
City Council met 2nd & 4th Tuesday monthly

Ms. Cipriano indicated that the appendix included the FY 2020 General Obligation Bond Adjustments Projects by Category (pages 14 – 16 of “Capital Improvement Plan (CIP) Process” presentation, is attached and made a part of these minutes).

City Manager Rohlf advised that the presentation was for FY 2020 only. The Huntington Middle School project funding was in FY 2021 for $17 million and FY 2022 for $20 million.

Ms. Cipriano noted that $10 million was available for design combined with Cash Capital of $4.4 million, NNPS would have a total $14.4 million available for capital improvement projects for FY 2020.

City Manager Rohlf indicated should there be an emergency at NNPS, and it met criteria under bond funding, the City Council could appropriate funds for the schools.

Dr. Parker stated, for clarification, the NNPS has had needs for capital improvements that had bumped a project to the top of the list that was initially in the budget. He indicated Dutrow Elementary School may not be the greatest priority for HVAC replacement, but could be another school. Those dollars would be substituted for that HVAC project, Dutrow Elementary School could be seen as a project in a future budget. The question may arise “why was Dutrow Elementary School in the budget again”? As long as NNPS had the ability to prioritize projects with a school that met a higher need and stayed within the confines of the budget, he was fine with that, as long as the City Manager was fine with that. Ms. Cipriano replied that would be an appropriation for City Council to move funds and memorialized the appropriation. City Manager Rohlf advised that adjustment and substitutes could be made because if an HVAC System went bad, that would need to be addressed.

Dr. Parker indicated the other concern was with the amount proposed for the Huntington Middle School (HMS) project with available funding in FY 2021 and FY 2022 of the City Manager’s Revised CIP. NNPS procurement process for selection of an architect and/or contractor required full funding. There were concerns about the amount of the proposal and the funds needed for the procurement process as the NNPS needed full funding to go to bid on the HMS project; and without the funding could cost a delay in the NNPS proposed guideline. The NNPS would not be able to go out for bid until FY 2022. Ms. Cipriano replied, the City Attorney ruled a few years ago, when it came to capital projects, full funding was not needed. City Attorney Owens replied he was not sure that the fund appropriation was needed, but would research. City
Manager Rohlf advised this capital improvement item (HMS) was added to the CIP and other projects had to pushed or moved further and not funded. Dr. Parker hoped whatever could be done to assist the NNPS move forward on the HMS project. If the NNPS could go out to bid in FY 2021 without full funding, that would be great, but if they had to wait until FY 2022 to go to bid, that changed the NNPS timeline. Dr. Parker requested clarification.

Vice Mayor Vick inquired about the bid process. City Manager Rohlf replied that Dr. Parker was talking about construction. Dr. Parker replied NNPS would have to hire an architect which would require at least $2 million for the design of the building. Once the building was designed, the funding in the amount of approximately $1.4 million would need to be available for demolition of the structure. Once the bid for a construction contractor went out, and prior to hiring a construction company, full funding would be needed. Because funding was split between two (2) years and the full funding was needed, NNPS would not be able to go out to bid until the second year (FY 2022) for the rebuilding HMS.

Vice Mayor Vick questioned what had been done in the past (i.e. Discovery Stem Academy). City Manager Rohlf replied Discovery Stem was a lot less to build. Ms. Cipiano noted that the funding for the Discovery Stem Academy was in the CIP, funds were borrowed and appropriated. Vice Mayor Vick indicated the financing would be different for the HMS project as it was split into two (2) years. Dr. Parker replied that was correct. City Manager Rohlf inquired whether NNPS had to go out to bid for the design. Dr. Parker replied yes, which put NNPS one (1) year behind before being able to hire a contractor to demolish and build.

Dr. Parker advised there was still a concern with funding of $37 million in the proposed budget. The $37 million was the actual cost to build the school, but outside the cost of the building, getting in the groundwork by placing the school on pylons would be an additional $4 - $5 million, which had to be done at the Discovery Stem Academy, and would be a non-budgeted expense. The building would be kept on the same footprint. The cost of refurbishing the building, technology, furniture, etc. at a cost of approximately $4.5 million, plus the HMS project 2 – 3 years away, which may increase because of construction and material costs. He stated he was very concerned with $37 million, but the NNPS would certainly do their best, building a school that was best suited for the children. Dr. Parker asked City Council to be mindful of the additional costs associated with the rebuilding of HMS.

School Board Member, Dr. Best, questioned how and when funding would be disbursed? City Manager Rohlf replied July 1, 2020 funds for the FY 2021 CIP would be available once appropriated by City Council to go into an account to draw down on for the HMS project and July 1, 2021 funds for FY 2022 CIP would be available once appropriated by City Council to go into an account to draw down on for the HMS project.
School Board Chairman Hunter questioned the funding, as the NNPS was left with zero dollars for maintenance and other emergencies. City Manager Rohlf replied, as discussed in a previous meeting the City provide the NNPS with up to approximately $10 million. Prior to City Council making appropriation for the NNPS priorities, there would be conversation with regard to the needs, and do not want to create any expectations.

Dr. Parker shared this had been a very good meeting, as both governing bodies reviewed ways to prioritize capital improvement projects and emerging issues that may cause system failures, functional issues with the school building and City property. He stated he did not believe the schools could go 2 – 3 years without capital funding and continue to meet the needs with some of the emerging issues, but communication would certainly help especially in the case of an emergency. He stated NNPS needed assurance, once on the road to funding HMS that the schools did not defer maintenance for 2 – 3 years; otherwise there would be a lot of fires to put out at the end of that cycle. NNPS could not plan with zero dollars during the course of the construction project, and could not prioritize projects with zero dollars. Dr. Parker inquired whether NNPS could submit projects, if they communicated the urgency. Councilwoman Cherry asked Dr. Parker for an example of the emerging issues and maintenance issues. Dr. Parker replied the NNPS maintained a replacement cycle for bus replacement, repairs and/or replacement of old HVAC, roof repairs and/or replacement and other preventive items.

Councilwoman Cherry questioned the type of emerging issues. Dr. Parker advised zero dollars during the HMS build would be detrimental to the maintenance of school facilities and addressing emergency repairs. Councilwoman Cherry questioned whether NNPS the emerging issues prior to HMS being built, whether the budgeted funds could be used. Dr. Parker stated there was $15.9 million, that included $10 million in the proposed budget and those funds would be used prior to HMS being built. City Manager Rohlf replied, in the past, City Council had stepped-up to address a situation, to ensure the health, safety and well-being of the children, but communication was the key.

Vice Mayor Vick advised that the City had to be clear and convey that unlimited funding was not available. She stated no one should leave the meeting believing that there was an unlimited source of funds available because the reality was that the City had to look at funding needed not only for the schools, but for the entire City.

Mayor Price mentioned, in the past after the City was given priorities from NNPS, the funds were placed somewhere that was not a priority, which was a problem in the past. Dr. Parker shared the project funds from FY 2019 – FY 2023 budget, over the course of those years, there were buildings with a higher need. The $10 million received by the NNPS would be spent at Deer Park Elementary School and Woodside High School. He shared that he would always
communicate with the City Manager if there was an emergency or any issue that would impact the quality of education for the children. He thanked City Council, as the City appropriated $6.4 million in January 2019, for projects that needed to be done. He believed there was a level of trust that funding would be made available should an emergency arise, but also expressed concern moving forward with funding for other projects. City Manager Rohlf replied the City was doing all that they could to ensure the NNPS received adequate funding.

Councilwoman Woodbury noted that $16 million in additional funds were available for the past two (2) years from the State. She inquired whether some of those dollars be used for emergencies. Dr. Parker replied some of those dollars had been for maintenance and repairs. There had been a partnership to keep the capital needs of the school division under wraps so not to be in an emergency issue. He stated over the past several years that technology and furniture had come out of the NNPS operational budget, not the capital budget. He acknowledged that there was a partnership, but was unsure whether everything could be achieved with $4.5 million. City Manager Rohlf replied that the City had other priorities and had to balance the schools and public safety. The new breathing equipment for the Fire Department was necessary and the Fire Department staff, who lived at the fire stations 24-hours per day, which required upgrades and maintenance. She advised that this did not lessen the schools request; however, there had to be a balance.

Councilwoman Cherry indicated, as she heard, if the NNPS had an urgent need, the City Manager stated that she believed City Council would support whatever the urgent need was; but everything was not urgent, and the City may not be able to financially support if there was an urgent need; however, City Council would look for the funds for urgent needs and/or emergencies. She asked the School Board to reflect on the past, she reminded that the City had stepped-in to assist with urgent needs and/or emergencies when requested.

Vice Mayor Vick indicated with NNPS requesting additional funds that were not available, she questioned how the City would generate more revenue. She understood that the NNPS would like to have a budget to pull from versus requesting appropriations. Mayor Price replied that all options were being explored.

IV. Status of Huntington Middle School (Campus Concept)

City Manager Rohlf advised that this would be a briefing of the campus concept for Huntington Middle School (HMS) to ensure that the investment and design was used appropriately to get the value and benefit out of the design. There had been internal work done by City staff and she hoped to create some synergy on the project. The HMS campus would serve for other purposes, for the community, with a larger computer space for adult programs afterhours, perhaps
a larger library, larger auditorium, a community meeting room, and other recreational uses such as athletic fields. The access directly to the school would be cut-off for safety reasons. She hoped that the design would be conducive and with many uses well into the future. City staff was reviewing the seven (7) block campus/area and closure of 30th Street had been discussed. During the design phase, City staff had talked to stakeholders in the community as the City addressed workforce development and training, while making sure the design of the school complemented what the NNPS and City would like to see. Building a school was great but the City should maximize usage for the community. She stated that HMS would be a Magnet School and others would be attending the school from the entire City. City Manager Rohlf, advised by September 2019, City staff would have a design available to present. City staff would meet with the C. Waldo Scott staff to discuss the type of uses needed, such as meeting and/or recreational space. There were many moving parts on this project and the City wanted to ensure that the recommended design would encompass the necessary uses for the schools and community.

Vice Mayor Vick cautioned against allowing too much public access in HMS with other facilities being used around the children, posing safety concerns. City Manager Rohlf replied the design would ensure not allowing an impact on the safety of the children. The design would allow for after hour programs (i.e. Department of Parks and Recreation would start at 6:00 p.m. and the Boys and Girls Club).

School Board Member, Shelly Simonds indicated, while discussing the campus model, she recalled her walk at Riverview Farm Park, and mentioned the possibility of closing off the road and adding a well-lit space for a trail to exercise. City Manager Rohlf replied, while trying to energize the area and making the investment and connection (making the location walker friendly) was on the radar as the entire campus was being reviewed.

School Board Member, Dr. Terri Best advised that she served on the committee for the preliminary plan for HMS and discussed accessibility from the community (i.e. Doris Miller Community Center, Downing-Gross Culture Arts Center, Pearl Bailey Public Library), safety, and lighting approximately one year ago. She shared the committee was diverse, which included City staff, parents, educators, community leaders, bankers, etc.). She stated the City staff should look at the minutes of those committee meetings to have those concerns, suggestions, and recommendations included, as it appeared that both the HMS committee and City staff had similar goals in mind. City Manager Rohlf replied that staff would revisit the conversation and review the minutes; however, from the City’s perspective, the entire site needed to be utilized, ensuring the proper connectivity to the community to better enhance some of the other activities planned for the area.
Dr. Parker stated there had been good conversations with the City Manager, and the NNPS was excited about the work and knew the concept design would be good. The scope of work by an architect would render orientation of the building, whether the school would be one or two stories. He believed NNPS needed a confident architect to guide the design of the building as the architectural firm would be equipped to discuss estimated cost to build a conceptual design. He encouraged City Council to consider hiring an architect, while City staff could complete the needs assessment over the summer and consider starting with an architectural firm in September 2019, to begin the needed discussions and pull in the community to move forward.

City Manager Rohlf noted that one of the concerns was the C. Waldo Scott Center and their needs, and how those needs would be incorporated into the design. Again, she advised that City staff wanted to ensure that the design would be a benefit to the school and community.

School Board Member, Dr. Best questioned whether there would be a report from the City in August 2019. City Manager Rohlf replied that it would be September 2019, to ensure that all got the best product (design) with a level of commitment and the committee would consist of stakeholders such as City staff, NNPS staff, parents, community leaders, etc. While the schools had a sense of urgency, the City Council had a sense of being very deliberate and wanted an opportunity to review all of the possibilities because it was a $37 million investment. The City was awarded the CNI grant with the assistance of community involvement, and the community would again get an opportunity to be involved in this HMS design discussions. Vice Mayor Vick questioned whether people would be able to sign up to serve on this committee. City Manager Rohlf replied she did not believe another committee was needed, but during public sessions, the community could then voice their opinions. She stated City Council and the School Board would have the final say of the HMS Plan and Design.

School Board Member, Lisa Surles-Law questioned the process, because during the initial conceptual design, a lot of questions were asked about the needs of the school, and wondered who would play that role and guide the NNPS through how the area should be used. City Manager Rohlf replied the Planning Department was looking at the entire area. Councilwoman Cherry advised that she was unaware of the meetings that had taken place and believed that there needed to be some public conversation. She stated there had been discussion about HMS such as the design and uses, during one of her “Your Voice Matters – South District Town Hall meetings”. She stated that those comments and concerns were forwarded to Dr. Parker; however, she did not see any of those conversations included in the conceptual design or plan. She understood everyone would not get what they wanted; however, everyone’s voice should be heard. Ms. Surles-Law indicated the design concept and thoughts should be heard, and while reviewing the HMS design/plan, the thoughts about the entire campus needs should be kept in the forefront as both governing bodies moved forward.
Vice Mayor Vick reiterated it would be in the best interest and safety of the children that adult activities be held at different times, preferably after school hours. Councilwoman Woodbury replied that the Department of Parks, Recreation and Tourism already had after school activities throughout the City and was sure they would continue to do an excellent job.

School Board Member, Ms. Simonds advised that the original conceptual design was $50 million to construct HMS and the amount had been decreased to $37 million in the City’s CIP. She questioned whether there could be an auditorium, gym, or additional community space for community uses that were in the prior design, included in a different building on the campus.

Dr. Parker indicated, if an architect was hired to design the building, they would do what Councilwoman Cherry mentioned, and would be able to get community input, and build on that with existing stakeholders to be kept within the scope of the available funds to make HMS the best school, while adding value to the community. Councilwoman Cherry advised that Huntington Alumni needed to have their voice heard, along with other community leaders and organizations.

Mayor Price noted that one of the task of the Advisory Group formed, was a listening and learning group that would discuss anything and all things school related, revenue enhancement, school priorities. The balanced group consisted of City Council members, School Board members, Community Leaders, and Financial Community members. The Advisory Group would continue to meet, in addition to the City Council and School Board Joint meetings.

School Board Member, Ms. Simonds inquired about the revenue sharing program. Mayor Price replied that would be a part of the discussions; however, the Advisory Group had only met once, but revenue sharing would be on the agenda for a future meeting.

Councilwoman Scott suggested that the City Council and School Board quarterly meetings be held at alternate locations (2400 Washington Avenue and 12465 Warwick Boulevard).

Dr. Parker shared it was suggested during the Advisory Group meeting held on June 27, 2019, that the NNPS Capital Budget be presented to the City Council prior to the School Board’s consideration for approval, which would be late August or early September 2019. He recommended that the next Joint quarterly meeting be held prior to October 2019.

Councilwoman Scott thanked the Newport News School Board for taking the time to meet with City Council to get to where we are and as we continued to move forward. The NNPS often mentioned “our children”, please remember that “your children are our children” and the City also have the adult citizens/residents. The NNPS goals for the children were also the City Council’s goals for the children. As a 17-year Council member, it had never been a time that the
NNPS came to City Council with an emergency request for funds and did not receive those needed funds. She realized that the NNPS would like to have all their eggs in one basket; however, those eggs needed to be shared.

V. Schedule Future Joint Meetings

By consensus of the Newport News City Council and the Newport News School Board the next Joint meeting would be held at the City Council Work Session on Tuesday, September 10, 2019, at 4:00 p.m. in the 10th Floor City Council Conference Room (2400 Washington Avenue) and the second Joint meeting would be held on Tuesday, December 17, 2019, in the Newport News School Board Auditorium (12465 Warwick Boulevard).

VI. 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 happy to hear that Huntington Middle School would be rebuilt.

Dr. Parker thanked City Council for taking initiative to help the NNPS fund those projects moving forward, as this would ensure that the students were learning in an appropriate environment.

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.

VII. Adjournment

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 5:39 P.M.
Minutes of Special Joint Meeting
School Board/City Council
June 25, 2019

Zina F. Middleton, MMC
Chief Deputy City Clerk

A true copy, teste:

City Clerk

McKinley L. Price
Mayor
Presiding Officer
F. Consent Agenda

2. Minutes of the Work Session of July 9, 2019

ACTION: • N/A

BACKGROUND: • N/A

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Minutes of Work Session for July 9, 2019
MINUTES OF WORK SESSION
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE 10TH FLOOR CONFERENCE ROOM
2400 WASHINGTON AVENUE
July 9, 2019
4:45 p.m.

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

ABSENT: None

OTHERS PRESENT: Cynthia D. Rohlf; Collins L. Owens; Mabel Washington Jenkins; Joye Thompkins; Darlene Bradberry; Lisa Cipriano; Cory Cloud; Constantinos Velissarios; Keith Ferguson; Shelia McAllister; Flora Chioros; Susan Goodwin; Florence Kingston;; Matthew Johnson; Veneria Thomas; Sonia Alcantara-Antoine; Louis Martinez; Frank James; Jeffrey Johnson; Steve Drew; Michael Poplawski; Jannie Bazemore; Adrian Whitcomb; Rena Crabill; Dale Goode; Mary Vause; Alan Archer; David Freeman; Ralph Clayton; Cleder Jones; Kim Lee; Eoghan Miller; Zina Middleton; and Josh Reyes

Introduction of the New Assistant City Manager

City Manager Rohlf introduced retired Fort Eustis Garrison Commander Ralph L. “Bo” Clayton as the new Assistant City Manager, who began the position on July 1, 2019. Mr. Clayton would be responsible for operational departments to include Public Works; Engineering; Parks, Recreation and Tourism; and Vehicle and Equipment Services. City Council welcomed Assistant City Manager Clayton.

I. Capital Improvement Plan (CIP) Review

City Manager Rohlf shared that there would be a review of the revised FY 2020 Capital Improvement Plan (CIP), provide specific project details and address any concerns. She advised, within the upcoming months the CIP process would begin with departments request and input. Also, allowing the opportunity for a One or Two-day City Council Financial Retreat to discuss the goals and objectives, to make sure it was in-line with the Comprehensive Plan, what was within the Operating Budget and the CIP, in order to go into details. She introduced Ms. Lisa Cipriano, Director, Department of Budget and Evaluation, to provide a review on the updated FY 2020 Capital Improvements Plan (CIP) (a copy of the presentation, “FY 2020 Capital Improvements Plan Update”, is attached and made a part of these minutes).
Ms. Cipriano shared a project-by-project summary of the Recommended Capital Improvement Plan FY2020 – FY2024 by category. She advised when the FY 2019 CIP and FY 2020 CIP was reviewed and updated, it was realized that the City was quickly approaching capacity and ability to fund the debt associated with capital projects. In November 2018, the City Manager proposed the submission of only the FY 2020 CIP project as submitted in the FY 2019 CIP. She noted, if all of the projects were done, it would total $73.5 million, which was beyond the City’s capacity. The FY 2020 CIP would have been $73.5 million; however, the FY 2020 CIP was split to show $31.2 million would be spent in the FY 2019 CIP and $42.3 million would be spent in the FY 2020 CIP, while some of the funding may be moved to outer years.

Ms. Cipriano advised that the revised FY 2020 CIP Newport News Public School (NNPS) funding was $10 million. She indicated that, unfortunately, it was circulated on social media that the City had reduced facility funding to NNPS by $5.9 million, which mathematically it may appear true; however, in January 2019, the City Council provided $6.4 million from the FY 2019 CIP to provide funding for school facilities. There was no reduction in CIP funding to the NNPS. She shared that the NNPS Superintendent requested funding from the City in the amount of $6.4 million, which would be used for school facility maintenance projects for the facilities to be renovated and upgraded during the summer months, to be the least disruptive to students and staff. The NNPS funding was as follows:

<table>
<thead>
<tr>
<th>FY 2019 CIP</th>
<th>FY 2020 CIP</th>
<th>Combined School Recommendation</th>
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<tbody>
<tr>
<td>$6,860,360</td>
<td>$9,034,997</td>
<td>$15,895,357</td>
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<tr>
<td><strong>Funded in January 2019</strong></td>
<td><strong>(6,395,578) Minus FY 2019</strong></td>
<td><strong>$ 9,499,779</strong></td>
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**FY 2020 CIP Revised Funding**

- $10,000,000
- $500,211*

*FY2020 MORE than Combined FY 2019 and FY 2020 Recommended

Councilman Harris questioned the amount of funding requested by the NNPS. Ms. Cipriano replied the NNPS requested $6.8 million. During that appropriation the NNPS requested that the remaining balances from previous CIP projects be added to the $6.4 million in funding. City Manager Rohlf reminded that the $6.4 million was taken from City projects that would not be done, and added those funds to the NNPS.

Councilwoman Cherry advised that she reviewed the approved FY 2018 – FY 2024 CIP, which recommended HVAC replacement. City Manager Rohlf replied that City Council allocated the funds, and NNPS would spend those funds on appropriate projects. Councilwoman
Cherry noted that the projects were not matching-up, for example, the HVAC replacement for Heritage High School (HHS) that was no longer on in the CIP. She inquired whether that meant the HVAC was replaced at HHS. City Manager Rohlf replied that was possible; however, the City only allocated the funds requested and the NNPS appropriated funds to the projects. Councilwoman Cherry indicated, if the project was in FY 2019 and no longer appeared in FY 2020 that would be an indication that project had been completed. City Manager Rohlf replied that the City did not have knowledge of when projects had been completed because as Dr. Parker, NNPS Superintendent, informed City Council, priorities changed depending upon the need for each project. NNPS had also used cash capital out of the operating budget to fund some of those projects.

Councilwoman Woodbury inquired about the City projects which had been deferred because of the $6.4 million appropriation to the NNPS. City Manager Rohlf replied there were a number of projects that were deferred/cut-back, and she would provide City Council with that information. Ms. Cipriano advised there were approximately five (5) or six (6) projects from different categories which had been deferred.

Councilwoman Cherry questioned whether it was doable to see whether the projects were completed in the NNPS FY 2018 CIP. She indicated her reason would be to determine what projects were complete, so not to see that same project in the next CIP. Ms. Cipriano verified that NNPS FY 2018 CIP projects were completed and would provide additional information.

Councilman Jenkins inquired whether the $6.4 million was provided to NNPS as City projects were scaled back or not have the same priority. He questioned why would City Council not discuss the project funding and scale backs prior to the appropriation to NNPS rather than months later. Ms. Cipriano replied the money had not been appropriated to date. When departments discussed projects in December 2018, January, and February 2019, City Council had yet approved a bond authorization for FY 2019, so the discussions were about how much money was needed and when the funds were needed. Those discussions were part of blending together the FY 2019 and FY 2020. Instead of providing FY 2018, FY 2019, and FY 2020 money, was it realistic, what was the scope of work, staff capability, and timing of that need were blended together. City Manager Rohlf reminded that City Council had to go through each project and appropriate for each department request in the CIP. Just because a project was in the CIP, it was not an automatic appropriation, the project would be brought back to City Council for appropriation. She noted that City Council would have a number of times to review the CIP projects prior to appropriating funds as there could be other priorities, or additional funds needed for a project or to scale back on a project.

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP General Fund – General Obligations Bonds by category were as follows:
<table>
<thead>
<tr>
<th>General Fund (in millions)</th>
<th>FY 2020 Recommended Amount</th>
<th>FY 2020 Revised Amount</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Buildings</td>
<td>$23.8</td>
<td>$ 9.6</td>
<td>$(14.2)</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>4.1</td>
<td>4.6</td>
<td>0.5</td>
</tr>
<tr>
<td>Streets and Bridges</td>
<td>14.0</td>
<td>11.3</td>
<td>(2.7)</td>
</tr>
<tr>
<td>Community Development</td>
<td>13.2</td>
<td>5.0</td>
<td>(8.2)</td>
</tr>
<tr>
<td>Schools(2)</td>
<td>15.9</td>
<td>10.0</td>
<td>(5.9)</td>
</tr>
<tr>
<td>Equipment</td>
<td>2.5</td>
<td>1.8</td>
<td>(0.7)</td>
</tr>
<tr>
<td><strong>General Fund Total</strong></td>
<td><strong>$73.5</strong></td>
<td><strong>$42.3</strong></td>
<td><strong>$(31.2)</strong></td>
</tr>
</tbody>
</table>

1Reflects combined FY 2019 and FY 2020 General Obligation Bonds as shown in the FY 2019 CIP.

2Includes $6.9 million of FY 2019 General Obligation Bonds for Schools. An appropriation for $6.4 million was approved in January 2019 using the remaining balance from the City’s FY 2018 Bond Authorization.

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP General Fund – General Obligation Bonds for FY 2020 major changes were as follows:

- **Public Buildings net reduction of $14.2 million:**
  - Denbigh Community Center Phase II – project delayed; $8.9 million was scheduled for design and construction in FY 2019 and FY 2020
  - Dispatch Center (Joint facility with Hampton) – project no longer considered
  - Virgil I. Grissom Library – project delayed; $6 million was scheduled for construction in FY 2020

Ms. Cipriano indicated the reduction moved within FY 2019 and FY 2020 to be able to fit within the $42 million. This was what Cash Capital and General Obligation Bonds looked like specifically through the five (5) year plan. As a reminder, there were no projects in FY 2024. While reviewing the capacity for Cash Capital which came from the Operating Budget and was for general library systems renovation, remodeling and upgrades, and North District
Preliminary Engineering drawing for projects (i.e. Police Station, Fire Station, Library) as those plans moved forward. The Public Building category with project names as follows:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>FY 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash Capital – Operating Budget</strong></td>
<td></td>
</tr>
<tr>
<td>Library System Renovation, Remodeling, Upgrading</td>
<td>$200,000</td>
</tr>
<tr>
<td>North District Facility Preliminary Engineering</td>
<td>$250,000</td>
</tr>
<tr>
<td><strong>General Obligation Bond</strong></td>
<td></td>
</tr>
<tr>
<td>City Hall Fuel Tank replacement</td>
<td>$470,000</td>
</tr>
<tr>
<td>City Jail Shower Rehab</td>
<td>$225,000</td>
</tr>
<tr>
<td>Emergency Generators</td>
<td>$334,000</td>
</tr>
<tr>
<td>Fire Station No. 11</td>
<td>$536,000</td>
</tr>
<tr>
<td>Huntington Complex Design</td>
<td>$2.8 million</td>
</tr>
<tr>
<td>(Project was moved from Schools to Public Buildings category because of the community uses)</td>
<td></td>
</tr>
<tr>
<td>Jail Annex Master Control System</td>
<td>$345,000</td>
</tr>
<tr>
<td>Major Renovations and Repairs</td>
<td>$2.3 million</td>
</tr>
<tr>
<td>Sheriff’s Office Kitchen Renovation</td>
<td>$910,000</td>
</tr>
<tr>
<td>Rouse Tower Building Renovation</td>
<td>$541,660</td>
</tr>
<tr>
<td>South Morrison Family Education Center Renovation</td>
<td>$361,410</td>
</tr>
<tr>
<td>Virgil I. Grissom Library New Building</td>
<td>$800,000</td>
</tr>
</tbody>
</table>

Councilman Harris questioned whether the South Morrison Family Education Center was a public building. Ms. Cipriano replied that South Morrison Family Education Center became a public building in 2012. Councilman Harris shared that the NNPS had school programs at that location. Ms. Cipriano advised that the building was shared between the NNPS (50%) and the City (50%), with shared spaces with the cafeteria, gym, auditorium, libraries, Department of Human Services, Fire Department, and Department of Parks, Recreation, and Tourism which held after school programs. City Manager Rohlf indicated that City staff had discussions about the future of the building because it was used for community type services and events for that neighborhood. The Team was reviewing the building uses, repairs needed, needs of the community. Vice Mayor Vick inquired about the Youth and Gang Violence Initiative to deter crime. The programs were to connect the community more and she would like to see any data that was available. She inquired whether the crime had decreased because that area was not on Police Chief Steve Drew’s list for targeted areas with the most crime and needed to be revisited. City Manager Rohlf indicated that was a problematic apartment complex at that location. The City
purchased that property and those buildings had been removed. Crime had decreased due to the removal of those buildings, but the team could review that concern as there were still issues. Mayor Price noted one of the concerns was that the City did not own the building and did not have complete control of what goes into the building. Vice Mayor Vick indicated should the developer redeveloped the area, it would be a more desirable neighborhood. City Manager Rohlff replied with the Boys and Girls Clubs and athletic fields and the City would like to maximize the uses of the amenities at that location but needed to research prior to making the investment.

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP General Fund – General Obligation Bonds for FY 2020 major changes were as follows:

- **Parks and Recreation net increase of $501,000:**
  
  - Stoney Run Park – increased by $1.2 million; moved the Stoney Run Park Master Plan forward
  - Athletic Field Lighting – increased by $150,000 to address upgrading the lighting at various fields citywide
  - Deer Park Ranger Station/Restroom Replacement – project delayed; $150,000 was scheduled for design in FY 2020
  - Parks and Recreation Facilities/Roadway Improvements – decreased by $864,000; based on current needs and acceleration of other projects

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP General Fund – General Obligation Bonds for FY 2020 for the Parks and Recreation category with project names as follows:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>FY 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash Capital – Operating Budget</strong></td>
<td></td>
</tr>
<tr>
<td>Public Landscaping</td>
<td>$150,000</td>
</tr>
<tr>
<td>City Farm Park <em>(new project)</em></td>
<td>$300,000</td>
</tr>
<tr>
<td><strong>General Obligation Bond</strong></td>
<td></td>
</tr>
<tr>
<td>Athletic Field Lighting</td>
<td>$800,000</td>
</tr>
<tr>
<td>Golf Course Irrigation System Replacement</td>
<td>$950,000</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>$150,000</td>
</tr>
<tr>
<td>Park Facilities</td>
<td>$600,000</td>
</tr>
</tbody>
</table>
Councilwoman Cherry inquired why historic preservation was moved from Cash Capital to GOB. Ms. Cipriano replied that was a project that the City was investing in changes in a known structure that would last for 15 – 20 years; and was properly funded by GOB rather than Cash Capital. Councilwoman Cherry inquired about the Stoney Run Greenway project, and why this project was moved from FY 2023 to FY 2022, and where was this property located. Ms. Cipriano replied that Stoney Run Greenway was the property behind the Old K-Mart building, across Warwick Boulevard, up and around Grissom Library. The City saw this working in conjunction with the Upper Warwick Denbigh Plan. There was a nature stormwater basin that the City invested $4.6 million two (2) years past. The City reclaimed, renovated and restored stormwater projects. Councilwoman Cherry questioned how Stoney Run Park funding would be allocated. Ms. Cipriano noted, rather than funding the Stoney Run Park project out over five (5) years, it would be condensed into two (2) years, which was also part of the Upper Warwick Denbigh Plan. City Manager Rohlf replied that there had been concerns about the need for better and more recreational facilities and areas (fields) in the North District. There were smaller dollar item that could be moved up and address some of the concerns. Councilwoman Cherry questioned the location of Stoney Run Park. Councilwoman Scott shared that Stoney Run Park was located at 15194 Warwick Boulevard, and was the only project done in the North District over the past 20 years.

Councilwoman Woodbury inquired about the Deer Park Golf Course because it could be a money maker for the City if in good condition. Mr. Michael Poplawski, Director, Department of Parks, Recreation and Tourism, was introduced. Mr. Poplawski advised that the Deer Park Golf Course was in excellent condition for its age and could not say whether it would be a huge money maker. The replacement of the old irrigation system with a center pipe, with a new irrigation system would give the ability to water the golf course from edge to edge. There were so many other golf courses available today versus back in the 1960’s and 1970’s. He noted work on the golf course had to be in phases, and the golf cart paths were done a couple years ago. The irrigation system was the next phase. The irrigation system project would have to go out for bid, and the work would be done after golfing season. He indicated the golf course got soggy during rain events. Councilwoman Scott indicated she participated in the Economic Development Authority Business Appreciation Golf Tournament on a day after it had rained, and the golf course was not bad. She stated the golf course was doing well but still needed renovation.

Ms. Cipriano advised that grant funding was being sorted after for the Stoney Run Greenway project.
Councilwoman Cherry inquired about the status of the archaeological report. City Manager Rohlf replied that she had emailed City Council a preliminary report approximately one month prior and advised that the archaeological study was ongoing. City Council would receive a final report upon completion of the study by December 31, 2019. Councilwoman Cherry indicated she wanted to ensure that the information became public knowledge.

Ms. Cipriano advised of the City Manager’s FY 2020 Revised CIP General Fund – General Obligation Bonds for FY 2020 Major Changes in Equipment, with reduction, as follows:

- Equipment net reduction of $700,000:
  - RMS/JMS/CAD Replacement – added $800,000 to fully fund project costs
  - 911 Phone System – $1.5 million removed from plan; phone system would be upgraded through a leasing agreement included in the City’s IT operating budget

Ms. Cipriano indicated there was important hardware and software for the records management system for Police Department, Jail Management system, which linked to the Police Management System and the computer upgraded dispatch system for $1.8 million, which was a two-year project. The routine replacement of the Police Department and Vehicle Mobile Data computers, the Newport News Department of Human Services paperless project would be implemented, in order to track clients as they move from locality to locality or age out of the system, and the ongoing fire apparatus replacement for the Newport News Fire Department.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EQUIPMENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Recommended</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CASH CAPITAL - OPERATING BUDGET</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Apparatus Capital Purchases</td>
<td>$518,150</td>
<td>$1,400,000</td>
<td>$1,500,000</td>
<td>$1,500,000</td>
<td>$0</td>
<td>$4,918,150</td>
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<tr>
<td>NNDHS Paperless Project Implementation</td>
<td>$400,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$400,000</td>
</tr>
<tr>
<td>Police Tablet Replacement</td>
<td>$250,000</td>
<td>$250,000</td>
<td>$250,000</td>
<td>$250,000</td>
<td>$0</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Voice over IP (Phone System Upgrade)</td>
<td>$0</td>
<td>$400,000</td>
<td>$500,000</td>
<td>$0</td>
<td>$0</td>
<td>$900,000</td>
</tr>
<tr>
<td><strong>TOTAL CASH CAPITAL - OPERATING BUDGET:</strong></td>
<td>$1,168,150</td>
<td>$2,650,000</td>
<td>$2,250,000</td>
<td>$1,750,000</td>
<td>$0</td>
<td>$7,216,150</td>
</tr>
<tr>
<td><strong>GEN OBLIGATION BOND (GOB)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RMS/JMS/CAD Replacement</td>
<td>$1,800,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$1,800,000</td>
</tr>
<tr>
<td><strong>TOTAL GEN OBLIGATION BOND (GOB):</strong></td>
<td>$1,800,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$1,800,000</td>
</tr>
<tr>
<td><strong>EQUIPMENT TOTAL:</strong></td>
<td>$2,968,150</td>
<td>$2,650,000</td>
<td>$2,250,000</td>
<td>$1,750,000</td>
<td>$0</td>
<td>$9,016,150</td>
</tr>
</tbody>
</table>
Ms. Cipriano advised of the City Manager’s FY 2020 Revised CIP General Fund – General Obligation Bonds for FY 2020 Major Changes in Community Development as follows:

- **Community Development reduction of $8.2 million:**
  - City Center at Oyster Point Projects – funding of $1 million delayed
  - Denbigh Area/Warwick Boulevard Development – no additional funding provided
  - Tech Center at Oyster Point/Jefferson Lab Research – no new funding provided; FY 2020 funding reflected in Streets & Bridges Transportation Major Match

Ms. Cipriano indicated there were several major projects with cash capital for Community Development opportunities. The City Center projects at Oyster Point would be around the Entertainment District for FY 2021; the Maritime Economic Development Projects that the City received $386,000 State grant for the Seafood Industrial Park with a grant match to complete the east bulkhead; the Choice Neighborhood Initiative (CNI) the City’s share over the next four-years would be $10 million on specific projects in the Southeast Community and Denbigh Area/Warwick Boulevard Plan was waiting for the completion of the plan through the citizen engagement to determine what type of small design implementation was needed; Downtown Initiatives which was to engage for commercial activity to grow from Victory Arch Landing Park out to Huntington Avenue and 28th Street areas with streetscape; Southeast Community Redevelopment project was a companion to the CNI grants for outside the CNI area and Tech Center at Oyster Point.

<table>
<thead>
<tr>
<th>COMMUNITY DEVELOPMENT</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Name</strong></td>
<td>FY 2020</td>
</tr>
<tr>
<td><strong>CASH CAPITAL - OPERATING BUDGET</strong></td>
<td></td>
</tr>
<tr>
<td>City Center at Oyster Point Projects</td>
<td>$0</td>
</tr>
<tr>
<td>Economic Development Projects</td>
<td>$250,000</td>
</tr>
<tr>
<td>Maritime Economic Development Projects</td>
<td>$200,000</td>
</tr>
<tr>
<td>Southeast Community Redevelopment</td>
<td>$290,000</td>
</tr>
<tr>
<td><strong>TOTAL CASH CAPITAL - OPERATING BUDGET:</strong></td>
<td>$730,000</td>
</tr>
<tr>
<td><strong>GEN OBLIGATION BOND (GOB)</strong></td>
<td></td>
</tr>
<tr>
<td>Choice Neighborhood Initiative</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>City Center at Oyster Point Projects</td>
<td>$500,000</td>
</tr>
<tr>
<td>Denbigh Area/Warwick Boulevard Development Initiatives and Streetscape Improvements</td>
<td>$0</td>
</tr>
<tr>
<td>Downtown Initiatives</td>
<td>$1,200,000</td>
</tr>
<tr>
<td>Economic Development Projects</td>
<td>$1,200,000</td>
</tr>
<tr>
<td>Southeast Community Redevelopment</td>
<td>$500,000</td>
</tr>
<tr>
<td>Tech Center at Oyster Point / Jefferson Lab Research</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL GEN OBLIGATION BOND (GOB):</strong></td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>
Councilwoman Cherry inquired about the Tech Center Development and what that entailed. Ms. Cipriano replied that the Tech Center Development was a project that was not a part of revenue sharing from the State for Hogan Road. It would include expansions on either side, stormwater drainage, and drill field. Ms. Florence Kingston, Director, Department of Development, indicated that something that revenue sharing could not match, had to ensure there were sidewalks, enhanced landscaping, and stormwater ponds. Councilwoman Cherry requested more details for clarity because the Tech Center Development was not a City project. Ms. Kingston replied there needed to be walkable and pedestrian crossings – revenue sharing had not been completed and/or needed to be put out for bid. This was the gateway to Jefferson Lab. Councilwoman Cherry indicated that she was challenged when discussing revenue sharing and did not have a plan, the City would end up spending the money and carried that debt. The City borrowed money and had to pay that money back, which was a burden on the citizens. Ms. Kingston shared that the Department of Engineering was administering the contract to design the roads, connections and improvements from Jefferson Avenue to Oyster Point Road and Canon Boulevard. Just as the road around City Center/Oyster Point the major roads had to be strategically invested had been accompanied by the City and the building, and other activities, the private sector contributed support. With State revenue sharing dollars, there was a 50% match. She noted that the State revenue sharing funds could not always be used for streets and bridges and had to be used on stormwater and some utilities. Councilwoman Cherry indicated she was challenged with the Tech Center Development projects – the City continued to pay for a private project, there was an item on the Regular meeting agenda to accept a road into the City street inventory to be maintained by the City, but that was the case for that private developers, why was this not the case for the Tech Center Development. The City was spending money for the street, for a private developer, but Harpersville Road could not get sidewalks for those citizens who used motorized chairs and had to travel on Harpersville Road which was dangerous. She advised that she was challenged with the Tech Center Development when should be equal spending and development throughout the City. City Manager Rohlf noted the funding was in FY 2021, and zero in FY 2020, and may or may not come back to City Council with the same recommendation. This issue could be discussed at the future City Council Financial Retreat. Councilwoman Cherry advised that taxpayer dollars were already spent on Hogan Road and the garage at City Center. City Manager Rohlf replied she was not the only City Council member with concerns. Councilwoman Woodbury
advised that a developer that built a two lane road should be at the developer’s expense. City Attorney Owens advised the City agreed to do a boundary line adjustment, which was the reason for the agreement. Councilwoman Cherry indicated the City did not have a revenue sharing agreement in place. She was challenged with the fact that the private developer did not put in the trails which was a part of an agreement. City Manager Rohlf replied she would continue to have conversation with City staff and would give City Council the best possible recommendation on moving forward.

Councilwoman Scott advised that none of the City staff members lived in the North District. As this was supposed to be “One City”, she highlighted the proposed projects in the CIP, and she had a problem with nothing significant in the North District until FY 2023. She had no idea about the $10 million for the proposed Southeast Community Center, which was a new project in the CIP, before the Denbigh Community Center was completed, which had been in the CIP since FY 2005. Councilwoman Woodbury reminded that the Central District did not have a community center and the South District had five (5) community centers. City Manager Rohlf replied that she and City staff cared about the entire City and would do what could be afforded. Moving forward with the CIP, City Council would have additional opportunities to look at possible ways to identify revenue sources to move projects. Councilwoman Scott shared that the City had not found ways since 2005 and still could not identify ways in 2019, which was a problem. In 2005, the entire Denbigh Community Center was set to be built; it was scaled back because it was said that additional land was needed, or at least that was the excuse given back then. The North District was not postured to get anything. There was no land available and nowhere to build anything. She shared that she complained and participated in what she thought was reciprocity, which has turned out not to be reciprocity. She indicated that she was challenged. City Manager Rohlf replied, moving forward, those were the conversations needed. When working on large projects, some had to be moved which was the bottom line to a certain degree. Councilwoman Scott questioned why the North District had to be sacrificed. City Manager Rohlf reminded that the City was also working on the Denbigh-Warwick Area Plan and did not know what would come out of the plan. Councilwoman Scott indicated that always happened to Denbigh, citizens always had to wait and see what would happen with a plan. Vice Mayor Vick replied that she could not believe that. Councilwoman Scott replied she could provide that information.

City Manager Rohlf advised, just as the City was working through the CNI and working that plan, the City would take the same approach with the Denbigh-Warwick Area Plan. She indicated that the City had done too much sporadically and never saw the transformation. At some point the City needed to go all in on some of the projects, get it done, and move on to another project. The City would never see transformation by spreading dollars too thin. Councilwoman Scott shared that she totally agreed which was why she had supported every project in the South and Central Districts. In the spirit of reciprocity, someone should have noted and said it was the North District’s time to see transformation. In the past 20 years, the North District had gotten one-
half of a Denbigh Community Center, Fire Station, and a ball field, and felt that the North District had become the sacrificial lamb. City Manager Rohlf replied that she could only ensure that conversations would continue on how the dollars could be balanced and believed that the Denbigh-Warwick Area Plan would help the City do that. Councilwoman Scott advised that the citizens in the North expected her to be their advocate and she stated, if she did not advocate for them, she would not be doing her job. City Manager Rohlf replied she was advocating for all of the citizens in the City. When adding a major project, such as a School, City Council was advised in October 2018, that some projects would be moved. She indicated projects with smaller dollar amounts be able to move up the athletic fields and lighting in the North District, something in the district to respond to some of the concerns that were heard from citizens and part of the Youth and Gang Violence Initiative and Building Better Futures. Councilwoman Scott thanked City Manager Rohlf for addressing those concerns. City Manager Rohlf stated the conversation was not over. She would like to think it was just beginning, but had to move forward on some of the projects for FY 2020. She understood the concerns of City Council, but had to do what was financially prudent for the City.

Ms. Cipriano advised of the City Manager’s FY 2020 Revised CIP General Fund – General Obligation Bonds for FY 2020 Major Changes to Streets and Bridges as follows:

- **Streets and Bridges reduction of $2.7 million:**
  - Most projects were funded annually; therefore, most projects were reduced to reflect one year of funding or less depending on current project needs.
  - Transportation Major Match – funding provided based on revenue sharing agreement

<table>
<thead>
<tr>
<th>Project Name</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arterial Street Reconstruction and Resurfacing</td>
<td>$1,500,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$0</td>
<td>$7,500,000</td>
</tr>
<tr>
<td>City Center Transportation Improvement Study</td>
<td>$0</td>
<td>$100,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$100,000</td>
</tr>
<tr>
<td>Citywide Concrete Replacement Project</td>
<td>$0</td>
<td>$550,000</td>
<td>$550,000</td>
<td>$550,000</td>
<td>$0</td>
<td>$1,650,000</td>
</tr>
<tr>
<td>Warwick Boulevard Sidewalk Widening - Lucas Creek Road to Atkinson Way</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Washington Avenue Streetscape Improvements - 34th to 38th St</td>
<td>$100,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$100,000</td>
</tr>
<tr>
<td><strong>TOTAL CASH CAPITAL - OPERATING BUDGET:</strong></td>
<td>$1,600,000</td>
<td>$2,650,000</td>
<td>$2,550,000</td>
<td>$2,550,000</td>
<td>$0</td>
<td>$9,350,000</td>
</tr>
</tbody>
</table>
### GEN OBLIGATION BOND (GOB)

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Utilities Undergrounding Program</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$0</td>
<td>$1,200,000</td>
</tr>
<tr>
<td>Bridge and Culvert Repairs</td>
<td>$515,000</td>
<td>$613,000</td>
<td>$630,000</td>
<td>$650,000</td>
<td>$0</td>
<td>$2,480,000</td>
</tr>
<tr>
<td>Bright Lights, Safe Nights Street Lighting Program</td>
<td>$449,000</td>
<td>$272,000</td>
<td>$311,000</td>
<td>$349,000</td>
<td>$0</td>
<td>$1,381,000</td>
</tr>
<tr>
<td>Campbell Road Improvements</td>
<td>$3,000,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Citywide Infrastructure - City Center LED Street Light Conversion Project</td>
<td>$186,000</td>
<td>$191,000</td>
<td>$167,000</td>
<td>$203,000</td>
<td>$0</td>
<td>$777,000</td>
</tr>
<tr>
<td>Neighborhood Enhancement Program</td>
<td>$300,000</td>
<td>$272,000</td>
<td>$311,000</td>
<td>$320,000</td>
<td>$0</td>
<td>$1,203,000</td>
</tr>
<tr>
<td>One Accessible City - Pedestrian, Bicycle &amp; Road Safety Enhancement Program</td>
<td>$500,000</td>
<td>$424,000</td>
<td>$500,000</td>
<td>$500,000</td>
<td>$0</td>
<td>$1,924,000</td>
</tr>
<tr>
<td>Route 105 Bridge Replacement Over the Newport News Reservoir</td>
<td>$325,000</td>
<td>$462,000</td>
<td>$314,000</td>
<td>$363,000</td>
<td>$0</td>
<td>$1,464,000</td>
</tr>
<tr>
<td>Traffic Signal Installation and Upgrade Program</td>
<td>$2,100,000</td>
<td>$5,000,000</td>
<td>$3,100,000</td>
<td>$3,600,000</td>
<td>$0</td>
<td>$13,800,000</td>
</tr>
<tr>
<td>Transportation Major Project Match</td>
<td>$11,275,000</td>
<td>$7,564,000</td>
<td>$5,683,000</td>
<td>$6,285,000</td>
<td>$0</td>
<td>$30,787,000</td>
</tr>
</tbody>
</table>

**TOTAL GEN OBLIGATION BOND (GOB):** $11,275,000

### GRANT FUNDING

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Braintree Sidewalk CMAQ - Marshall Avenue to Chestnut Avenue</td>
<td>$0</td>
<td>$0</td>
<td>$600,000</td>
<td>$0</td>
<td>$0</td>
<td>$600,000</td>
</tr>
<tr>
<td>Campbell Road Improvements</td>
<td>$3,000,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Citywide Flashing Yellow Arrow Upgrades</td>
<td>$776,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$776,000</td>
</tr>
<tr>
<td>Citywide Pedestrian Improvements at Traffic Signals</td>
<td>$500,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$500,000</td>
</tr>
<tr>
<td>Citywide Signal System Progression</td>
<td>$0</td>
<td>$0</td>
<td>$2,000,000</td>
<td>$1,500,000</td>
<td>$0</td>
<td>$3,500,000</td>
</tr>
<tr>
<td>Independent Boulevard</td>
<td>$0</td>
<td>$0</td>
<td>$2,000,000</td>
<td>$1,500,000</td>
<td>$0</td>
<td>$3,500,000</td>
</tr>
<tr>
<td>Intersection Improvements - Jefferson Avenue at Yorktown Road</td>
<td>$0</td>
<td>$0</td>
<td>$603,000</td>
<td>$1,957,000</td>
<td>$0</td>
<td>$2,460,000</td>
</tr>
<tr>
<td>Jefferson Avenue Sidewalk - Industrial Park Drive to Shelters Road</td>
<td>$217,000</td>
<td>$565,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$782,000</td>
</tr>
<tr>
<td>Jefferson Avenue Wide Sidewalk Project Phase 2 &amp; 3</td>
<td>$0</td>
<td>$0</td>
<td>$2,000,000</td>
<td>$0</td>
<td>$0</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Route 105 Bridge Replacement Over the Newport News Reservoir</td>
<td>$3,000,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Smart Cities Initiative - Transportation System Improvements</td>
<td>$250,000</td>
<td>$260,000</td>
<td>$260,000</td>
<td>$260,000</td>
<td>$0</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Traffic Signal and Pedestrian Improvements at Jefferson Avenue and Pavilion Place</td>
<td>$205,000</td>
<td>$440,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$645,000</td>
</tr>
<tr>
<td>Traffic Signal and Pedestrian Improvements at Rock Landing Road and Mashpee's Row</td>
<td>$205,000</td>
<td>$330,000</td>
<td>$560,000</td>
<td>$0</td>
<td>$0</td>
<td>$1,095,000</td>
</tr>
<tr>
<td>Traffic Signal and Pedestrian Improvements at Warwick Boulevard and Harperrville Road</td>
<td>$660,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$660,000</td>
</tr>
</tbody>
</table>

**TOTAL GRANT FUNDING:** $12,313,000

### OTHER

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independence Boulevard</td>
<td>$0</td>
<td>$0</td>
<td>$2,000,000</td>
<td>$1,500,000</td>
<td>$0</td>
<td>$3,500,000</td>
</tr>
</tbody>
</table>

**TOTAL OTHER:** $0

**STREETS AND BRIDGES TOTAL:** $25,188,000

**WASHINGTON AVENUE STREETSCAPE IMPROVEMENTS - 34TH TO 36TH STREET:** $400,000

**TOTAL:** $38,383,000
Councilman Harris inquired about the status of the Campbell Road Improvement project land acquisition and how it worked with City Council appropriation and/or approving the CIP, if all of the land had not been acquired. Ms. Cipriano replied the Campbell Road Improvement project would not be brought for appropriation prior to easement and land acquisition approval through the City Attorney’s Office. City Attorney Owens noted that there had been enough funds appropriated to acquire the land and moving forward with the property owners who were not agreeing, some were attempting to negotiate for more money; however, he had instructed the staff of the City Attorney’s Office to move forward by condemnation certificates and negotiate later. Councilwoman Scott inquired about the number of properties in question. City Attorney Owens replied there were approximately 15 properties that were temporary construction easements that would be used for approximately two-years. He advised that the City had to move forward with condemnation, which would take a few more months to get the project started, negotiations could come later.

Ms. Cipriano advised of the City Manager’s FY 2020 Revised CIP General Fund – General Obligation Bonds for FY 2020 Major Changes for Schools as follows:

- Schools net increase of $500,221 (adjusted to reflect the FY 2019 CIP appropriation of $6.4m):
  - Facility Renovation and Improvements – funding of $965,003 added to recommended FY 2020 projects to bring School CIP Bond Funded Projects to $10 million

Ms. Cipriano advised that Huntington Middle School would be split between FY 2021 and FY 2022 at $37 million.
Ms. Cipriano advised of the City Manager’s FY 2020 Revised CIP General Fund – General Obligation Bonds for FY 2020 for Environmental and Transit with no changes as follows:

### ENVIRONMENTAL

<table>
<thead>
<tr>
<th>Project Name</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>* New Project CASH CAPITAL - OPERATING BUDGET</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Response / Environmental Remediation</td>
<td>$0</td>
<td>$75,000</td>
<td>$75,000</td>
<td>$75,000</td>
<td>$0</td>
<td>$225,000</td>
</tr>
<tr>
<td>HVAC System Environmental Assessment/Sustainability Projects</td>
<td>$100,000</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$0</td>
<td>$450,000</td>
</tr>
<tr>
<td>TOTAL CASH CAPITAL - OPERATING BUDGET:</td>
<td>$100,000</td>
<td>$225,000</td>
<td>$225,000</td>
<td>$225,000</td>
<td>$0</td>
<td>$775,000</td>
</tr>
</tbody>
</table>

| GRANT FUNDING                                    |         |         |         |         |         |              |
| Solar Thermal System                             | $0      | $275,000 | $275,000 | $275,000 | $0      | $275,000     |
| TOTAL GRANT FUNDING:                             | $0      | $275,000 | $275,000 | $275,000 | $0 | $275,000     |
| ENVIRONMENTAL TOTAL:                             | $100,000 | $225,000 | $225,000 | $500,000 | $0 | $1,060,000   |

### TRANSIT

<table>
<thead>
<tr>
<th>Project Name</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>* New Project GRANT FUNDING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Rapid Transit - Fixed Guideway Initial Phase (10 Year Project)</td>
<td>$30,264,000</td>
<td>$30,264,000</td>
<td>$30,141,215</td>
<td>$0</td>
<td>$87,681,215</td>
<td></td>
</tr>
<tr>
<td>TOTAL GRANT FUNDING:</td>
<td>$0</td>
<td>$30,264,000</td>
<td>$30,264,000</td>
<td>$30,141,215</td>
<td>$0</td>
<td>$87,681,215</td>
</tr>
<tr>
<td>TRANSIT TOTAL:</td>
<td>$0</td>
<td>$30,264,000</td>
<td>$30,264,000</td>
<td>$30,141,215</td>
<td>$0</td>
<td>$87,681,215</td>
</tr>
</tbody>
</table>

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP Percentage of General Fund – General Obligation Bonds were as follows:

<table>
<thead>
<tr>
<th>General Fund (in millions)</th>
<th>FY 2020</th>
<th>Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Percentage</td>
<td></td>
</tr>
<tr>
<td>Public Buildings</td>
<td>$ 9.6</td>
<td>23%</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>4.6</td>
<td>11%</td>
</tr>
<tr>
<td>Streets and Bridges</td>
<td>11.3</td>
<td>27%</td>
</tr>
<tr>
<td>Community Development</td>
<td>5.0</td>
<td>12%</td>
</tr>
<tr>
<td>Schools2</td>
<td>10.0</td>
<td>23%</td>
</tr>
<tr>
<td>Equipment</td>
<td>1.8</td>
<td>4%</td>
</tr>
</tbody>
</table>
Ms. Cipriano indicated that the impact of the City Manager’s FY 2020 Recommended CIP General Fund – General Obligation Bonds were $73 million and in the FY 2020 Revised CIP General Fund – General Obligation Bonds were $42 million. Based on the revised FY 2020 CIP the projected annual debt payment/debt service was $46 million.

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP General Fund – Cash Capital by category were as follows:

<table>
<thead>
<tr>
<th>General Fund (in millions)</th>
<th>FY 2020 Recommended Amount</th>
<th>FY 2020 Revised Amount</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development</td>
<td>$ 530,000</td>
<td>$ 730,000</td>
<td>$ 200,000</td>
</tr>
<tr>
<td>Environmental</td>
<td>225,000</td>
<td>100,000</td>
<td>(125,000)</td>
</tr>
<tr>
<td>Transit</td>
<td>81,000</td>
<td>0</td>
<td>(81,000)</td>
</tr>
<tr>
<td>Equipment</td>
<td>1,566,150</td>
<td>1,166,150</td>
<td>(400,000)</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>300,000</td>
<td>450,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Public Buildings</td>
<td>2,144,000</td>
<td>450,000</td>
<td>(1,694,000)</td>
</tr>
<tr>
<td>Schools</td>
<td>2,000,000</td>
<td>4,400,000</td>
<td>2,400,000</td>
</tr>
<tr>
<td>Streets and Bridges</td>
<td>2,050,000</td>
<td>1,600,000</td>
<td>(450,000)</td>
</tr>
<tr>
<td><strong>General Fund Total</strong></td>
<td><strong>$8,896,150</strong></td>
<td><strong>$8,896,150</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP General Fund – Cash Capital for FY 2020 Major Changes were as follows:

- **Community Development - increase of $200,000:**
  - Maritime Economic Development Projects

- **Environmental - reduction of $125,000:**
  - Emergency Response/Environmental Remediation – no additional funding provided
  - HVAC System Environmental Assessment/Sustainability Projects – reduced funding

- **Transit - reduction of $81,000:**
• One ACCESSIBLE City – Hampton Roads Transit (HRT) Bus Stop American Disability Act (ADA) Improvement Program – no additional funding provided

• **Equipment - reduction of $400,000:**

  o Voice over IP (Phone System Upgrade) – no additional funding provided

• **Parks and Recreation - net increase of $150,000:**

  o City Farm – included funding of $300,000

• **Public Buildings - reduction of $1,694,000:**

  o City Hall Renovations – no funding provided; re-evaluating renovation plans
  o Parking Lot and Facility Paving – no additional funding provided
  o Security Camera System Additions/Replacement/Maintenance – funding included in Security Service’s Departmental Operating Budget

• **Schools - increase of $2,400,000 million:**

  o Facility Renovations and Improvements – one-time funding based on School Board requested increase in School’s Operating Budget for maintenance:
    ▪ Gym floors (Achievable Dream Middle/High School, Heritage High School, and Passage Middle School)
    ▪ Auditorium ceiling (Denbigh High School)
    ▪ Casework (Achievable Dream High School)
    ▪ Loading dock (Gildersleeve Middle School)
    ▪ HVAC supplies/equipment at various schools

• **Streets and Bridges - net reduction of $450,000:**

  o Citywide Concrete Replacement Projects – no additional funding provided

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP Percentage of General Fund – Cash Capital were as follows:
General Fund (in millions)

<table>
<thead>
<tr>
<th>Category</th>
<th>FY 2020 Revised Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Buildings</td>
<td>$450,000</td>
<td>5%</td>
</tr>
<tr>
<td>Streets and Bridges</td>
<td>$1,600,000</td>
<td>18%</td>
</tr>
<tr>
<td>Schools</td>
<td>$4,400,000</td>
<td>50%</td>
</tr>
<tr>
<td>Equipment</td>
<td>$1,166,150</td>
<td>13%</td>
</tr>
<tr>
<td>Community Development</td>
<td>$730,000</td>
<td>8%</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>$450,000</td>
<td>5%</td>
</tr>
<tr>
<td>Environmental</td>
<td>$100,000</td>
<td>1%</td>
</tr>
</tbody>
</table>

Ms. Cipriano advised that the City Manager’s FY 2020 Revised CIP Self Supporting Funds – Cash Capital for FY 2020 by category were as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>FY 2020 Recommended Amount</th>
<th>FY 2020 Revised Amount</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer Rehabilitations</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Stormwater Drainage</td>
<td>2.9</td>
<td>8.0</td>
<td>5.1</td>
</tr>
<tr>
<td>Waterworks</td>
<td>9.2</td>
<td>9.2</td>
<td>-</td>
</tr>
</tbody>
</table>

Self-Supporting Fund Total $12.1

<table>
<thead>
<tr>
<th>Self-Supporting Fund Total</th>
<th>FY 2020 Revised Amount</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12.1</td>
<td>$17.2</td>
<td>$5.1</td>
</tr>
</tbody>
</table>

Ms. Cipriano advised of the Compliance with Financial Policies were as follows:

- **Policy**: Unassigned Fund Balance should be a minimum of 7.5% of actual General Fund Revenues from the previous fiscal year.
  - **Current Ratios**: 12.1%
    - **Projected FY 2020 Ratios**: N/A

- **Policy**: Debt burden ratio below 3.0% (outstanding general obligation debt to taxable real and personal property).
  - **Current Ratios**: 2.5%
    - **Projected FY 2020 Ratios**: 2.7%
• **Policy:** At least 20% of CIP is funded with cash capital. Equipment and infrastructure costing less than $250,000 is cash funded.
  - **Current Ratios:** N/A
    - **Projected FY 2020 Ratios:** 23.4%

• **Policy:** Ratio of debt service obligations to General Fund/School revenue shall not exceed 9.5%.
  - **Current Ratios:** 8.2% (FY 2020)
    - **Projected FY 2020 Ratios:** 8.7% (FY 2021)

• **Policy:** No less than 30% of outstanding general obligation debt is scheduled to be repaid within five years, and no less than 60% is scheduled to be repaid within ten years.
  - **Current Ratios:** 40% in five (5) years and 70% in ten (10) years
    - **Projected FY 2020 Ratios:** 39% in five (5) years and 68% in ten (10) years

1Cash Capital includes the addition of $4.0 million funded through the City’s Operating budget ($2.5 million for Vehicle Replacement and $1.5 million for IT Investment)

Vice Mayor Vick indicated she had concerns about the City Jail Shower Rehab at $225,000, Newport News Sheriff’s Office Kitchen Renovation at $910,000 and Jail Annex Master Control System at $345,000 which was at a cost of over $1 million just for the jail. Ms. Cipriano replied yes, it was at a cost of $1.5 million for three (3) projects. Vice Mayor Vick inquired about the urgency of the kitchen renovation project. Ms. Cipriano replied that the kitchen renovation project had been requested for at least four or five-years, it had to do with safety, line of sight, and there was water collection in the kitchen area which included moving a wall and HVAC relocation. Vice Mayor Vick questioned whether there were any Federal or State grant funding available. Ms. Cipriano replied the Sheriff’s Office could apply for 25% after the projects were completed.

Councilman Harris inquired about the funding and timeline for Huntington Middle School if the CIP was approved. City Manager Rohlf replied the design would take one (1) year, up to 18 months, there would four or five scenarios as to the design and layout of the entire campus for City Council and School Board to review. Additional information would be available at the September 2019 City Council Work Session.
Councilman Harris inquired about the $20 million and whether that funding would be available in the FY 2021 CIP. City Manager Rohlf replied, if City Council approved the FY 2020 CIP, it would be effective July 1, 2019. Next year the FY 2021 CIP, if approved by City Council, would take effect July 1, 2020.

Councilwoman Scott inquired about the conversation had about the community complex/campus. She asked how the City would move forward. Mayor Price replied that City staff would have that information available by September 2019 with four or five options available for City Council review. City Manager Rohlf replied there would be a conceptual design available.

Councilwoman Cherry questioned with a conceptual design, whether the campus could be built in phases and start with the school first. City Manager Rohlf replied yes, the school would be first.

Councilman Jenkins inquired about the $2.8 million appropriation that had not been made to date. Citizens were concerned that would delay the process of planning. City Manager Rohlf replied that the $2.8 million that had not been appropriated and would not delay the school project. There was still conversation as to whether the $2.8 million was necessary. Councilwoman Scott questioned whether the $2.8 million was included to what the City would add to it. City Manager Rohlf replied yes, from the City’s prospective.

Councilman Jenkins indicated, at the last meeting, the Schools were concerned that if they did not have the full appropriation, they would not be able to begin construction. Mayor Price replied that was not true. City Attorney Owens indicated that in the Code of Virginia:

*Section Title 22.1 – Education § 22.1-91. Limitation on expenditures; penalty* - No school board shall expend or contract to expend, in any fiscal year, any sum of money in excess of the funds available for school purposes for that fiscal year without the consent of the governing body or bodies appropriating funds to the school board. Any member of a school board or any division superintendent or other school officer violating, causing to be violated or voting to violate any provision of this section shall be guilty of malfeasance in office.

City Attorney Owens stated, with the exception of a long-term contract such as leases and for construction provided, that the local governing body approved it. That was different from the local chapter but the State Code dictated what the schools could spend. For example, if the NNPS wanted to come in 2021 and go out for bid and City Council by resolution authorized for the NNPS to accept that bid, City Council in essence was agreeing to pay for it. He did not
believe that the NNPS was comfortable doing so, but under that State Code section, the schools were permitted to do so.

Councilwoman Cherry inquired about the FY 2020 CIP and questioned whether Fire Station No. 11 at $536,000 and Virgil I. Grissom Library at $800,000 would be included for design. Ms. Cipriano replied that $536,000 for Fire Station No. 11 was for design. City Manager Rohlf indicated that would be for the airport site and could move forward on that project. Ms. Kingston replied that the site was at the end of Turnberry Boulevard and McManus.

City Manager Rohlf reminded City Council that the FY 2020 CIP was on the evening agenda of the Regular City Council for consideration.

II. Comments / Ideas / Suggestions

City Attorney Owens informed City Council that effective July 1, 2019, it would be mandatory for local official (City Council Members, School Board Members, and Constitute Officers) to take the Freedom of Information Act (FOIA) training for one (1) hour every two (2) years and effective July 1, 2020, there would be other training made mandatory, and the Office of the City Clerk would maintain those records for five (5) years.

*SB 1430 (Obenshain)* and *SB 1431 (Obenshain)* mandate FOIA and COIA training for local elected officials by December 31, 2019, and thereafter biennially.

*SB 1430* requires the Conflicts and Ethics Advisory Commission to provide the training. In addition, this bill prohibits an attorney for the Commonwealth from also serving as a county, city or town attorney.

*SB 1431* requires mandatory FOIA training from the FOIA Council for all local elected officials. Currently, local government records officers are required to take training yearly by either the FOIA Council or the local government attorney. In addition to the new training requirements, the bill eliminates a three-day notice period for a hearing on a petition for mandamus or injunction for a violation of the law.

Councilwoman Woodbury replied that Virginia Municipal League (VML) offered the FOIA training. The training module could be accessed on the Virginia Conflict of Interest and Ethics Advisory Council’s website.
Councilwoman Cherry thanked the City Manager Rohlf and staff, for bulk trash picked up across from the 7-11 at 600 Jefferson Avenue and 27th Street.

Councilwoman Woodbury noted that City Council received an email regarding a call from call from Mr. Neal Masser. He called with regard to closing Exit #8 Terminal Avenue from 3:00 - 6:00 p.m. daily alleviate traffic. Mayor Price replied that he spoke to the State (VDOT) and that action would not be allowed. The traffic blockage would than move back to the 25th and 26th Street Exit.

Councilwoman Woodbury inquired about conducting City Council meeting throughout the City. Vice Mayor Vick replied that not only would citizens, but City Council would get mixed-up.

Vice Mayor Vick extended thanks to Mr. Michael Poplawski, Director, Department to Parks, Recreation and Tourism, and staff for the outstanding July 4th preparation at Victory Landing Park, and the fireworks display on Friday, July 5, 2019 (The “4th of July Stars in the Sky,” on Thursday, July 4, 2019, 7:00 p.m., at Victory Landing Park, 50 – 23rd Street was postponed due to inclement weather).

Councilwoman Scott asked City Attorney Owens about the noise ordinance. A citizen complained about work that begin to early at a construction site. The citizen stated she was being awaken by work at the construction site as early as 6:30 a.m. – 7:00 a.m. City Attorney Owens advised he would review the ordinance and send out the details.

City Manager Rohlf reminded that a Special Meeting was scheduled in the North District on Tuesday, July 16, 2019, 1:00 p.m., at the Denbigh Community Center (15198 Warwick Boulevard). This would be a meeting of the Newport News City Council, Newport News Planning Commission, and the Economic Development Authority of Newport News, to discuss what could be in the North District, with a presentation of the final proposed Denbigh-Warwick Area Plan. Members of the respective boards would also be given a bus tour of the Plan area. Residents in the North District were encouraged to attend and be a part of the conversation.

THERE BEING NO FURTHER BUSINESS
ON MOTION, COUNCIL ADJOURNED 6:15 P.M.
Zaha F. Middleton, MMC
Chief Deputy City Clerk

A true copy, tested:

City Clerk

McKinley L. Price
Mayor
Presiding Officer
F. Consent Agenda

3. Minutes of the Regular Meeting of July 9, 2019

**ACTION:**
- N/A

**BACKGROUND:**
- N/A

**FISCAL IMPACT:**
- N/A

**ATTACHMENTS:**
Description
Minutes of Regular Meeting for July 9, 2019
MINUTES OF REGULAR MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE CITY COUNCIL CHAMBERS
2400 WASHINGTON AVENUE
JULY 9, 2019
7:00 P.M.

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

ABSENT: None

A. Call to Order

Mayor Price called the meeting to order, and extended a welcome to all in attendance. 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 the availability of 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 Elder Darrin Lyons, Bethel Restoration Church.

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

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

D. Presentations


Pastor Cortez Higgs, Director and CEO, The Catalyst Effect, and members of the Silence Empowers Violence team, accepted the Resolution. Members that accompanied Pastor Higgs included Ms. Claudia Higgs, Ms. Nicole Sullivan, and Ms. Anita Gonzalez.

The following Silence Empowers Violence Community Care and Action Team members included: Ceniah Higgs, Cetai Higgs, Ceyali Higgs, Jayla Jones, Summer Jones, Jaden Virden, Ceyan Higgs, Sirah Malveaux, Isabelle Jones, Katelyn Cooper, JoLissa Smith, ZaraBeth Reeves, Adam Harris, Bethany Francis, Koleby Miller, Dante Miller, Craig Miller, Joshua Snell, Hayley New, Treyvaughn Jackson, Taquan Jackson, and Isaiah Furbee.
D. Presentations Continued


Mayor Price shared, in December 2017, The Catalyst Effect launched a collaborative, nationwide youth-led awareness to action movement called "Silence Empowers Violence... Break the Code!" to address the problem of unreported and unsolved crimes and violence. He advised, The Catalyst Effect team created and engaged participants in youth-led, Silence Empowers Violence Community Care an Action Teams. The teams were encouraged and empowered to break the code of silence when it came to violence by being a voice for those who were too afraid to speak up or take action, and by taking a public stand against violence and crime in their communities. They also created violence prevention, intervention, and post-intervention community engagement initiatives and opportunities. In 2017, the first Silence Empowers Violence... Break the Code Youth Symposium was held; and in 2018, two and one-half mile Break the Code Walk! was held to bring community awareness to their cause.

Mayor Price shared, The Catalyst Effect and the Silence Empowers Violence Community Care and Action Teams partnered with the U. S. Department of Justice, Newport News Public Schools, Newport News Department of Human Services – Youth Services Division, the Newport News Police Department, The Messiah Center, City Life, Life House, Emmaus, and Real World Church. The Virginia House of Delegates and the Senate of Virginia passed House Joint Resolution No. 630 designating the third full week of September as Silence Empowers Violence Break the Code Awareness-to-Action Week in Virginia.

On behalf of his colleagues on the Newport News City Council, Mayor Price recognized and commended The Catalyst Effect and the Silence Empowers Violence Community Care and Action Teams on their efforts in making the City of Newport News a safer place to live, learn, work, and play.

E. Public Hearings

1. Ordinance Authorizing and Directing the City Manager to Execute the Relocation of the Skiffe’s Creek Access Easement Held By the City Across Property Owned by Green Mount Associates, LLC, Located at 1651 Green Mount Parkway in James City County

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, ALL DOCUMENTS NECESSARY TO EFFECTUATE THE RELOCATION OF AN ACCESS EASEMENT TO CITY-OWNED PROPERTY ADJACENT TO SKIFFE’S CREEK RESERVOIR. This ordinance authorized and directed the City Manager to execute the relocation of the Skiffe’s Creek Access Easement held by the City across property owned by Green Mount Associates, LLC, located at 1651 Green Mount Parkway in James City County. The location of the access easement was on property at
E. Public Hearings

1. Ordinance Authorizing and Directing the City Manager to Execute the Relocation of the Skiffe’s Creek Access Easement Held By the City Across Property Owned by Green Mount Associates, LLC, Located at 1651 Green Mount Parkway in James City County

at 1651 Green Mount Parkway in James City County. This easement relocation was requested by Green Mount Associates, LLC, to enable the sale of property for development. Relocating the access easement would not conflict with City operations at Skiffe’s Creek. In exchange for the City releasing and vacating a portion of its access easement, Green Mount would provide a new access easement to the City. A Notice of Public Hearing was published for the required four consecutive weeks. The City Manager recommended approval.

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

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

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

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

F. Consent Agenda

Councilwoman Woodbury moved adoption of the Consent Agenda, Items 1 through 4, all inclusive, as shown below; seconded by Vice Mayor Vick.

1. Minutes of the Work Session of June 26, 2019

(No registered speakers)

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

2. Minutes of the Special Meeting of June 26, 2019

(No registered speakers)
F. Consent Agenda Continued

2. Minutes of the Special Meeting of June 26, 2019 Continued

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

3. Minutes of the Regular Meeting of June 26, 2019

   (No registered speakers)

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

4. Ordinance Accepting Glen Meadows Subdivision Street and Public Improvements into the City Street System

   AN ORDINANCE TO ACCEPT MAYBERRY COURT, GLEN MEADOWS SUBDIVISION, AND THE PHYSICAL IMPROVEMENTS CONTAINED THEREIN AND THEREON INTO THE CITY STREET SYSTEM. This ordinance accepted the Glen Meadows Subdivision Street and Public Improvements into the City Street System. A final inspection was made of the Glen Meadows Subdivision. The inspection indicated compliance with all requirements. Once accepted, the street, which was constructed at the owner’s expense, would be eligible for State Maintenance reimbursements to the City. The City Manager recommended approval.

   (No registered speakers)

   Councilwoman Cherry commented on the statement that the street was constructed at the owner’s expense, which would then become eligible for State Maintenance reimbursements to the City. She felt it was important to highlight this fact, and felt the City should adhere to this when it came to other projects.

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

G. Other City Council Actions

1. Resolution Approving the Capital Improvements Plan (CIP) for Fiscal Year 2020 – 2024 for the City of Newport News, Virginia

   A RESOLUTION APPROVING A CAPITAL IMPROVEMENTS PLAN
G. Other City Council Actions Continued

1. Resolution Approving the Capital Improvements Plan (CIP) for Fiscal Year 2020 – 2024 for the City of Newport News, Virginia Continued

FOR THE FISCAL YEAR 2020 TO THE FISCAL YEAR 2024 FOR THE CITY OF NEWPORT NEWS, VIRGINIA. This resolution approved the Capital Improvements Plan (CIP) for Fiscal Year 2020-2024 for the City of Newport News, Virginia. The Recommended FY 2020-2024 CIP reflected citywide priorities and achieved a responsible balance between the commitment to limit City borrowing and the need to advance critical capital projects and purchased. The Plan supported the City’s Strategic Priorities and represented a fiscally responsible strategy that adhered to the City’s Capital Financing and Debt Management Policies, adopted by City Council in January 2007. City Council approval was required to appropriate the funds for the projects included in the FY 2020 – 2024 CIP. The City Manager recommended approval.

Mr. Samuel L. Eure, Jr., 302 Penrith Crossing, Yorktown, expressed support for funding the CIP, with emphasis on the construction of Huntington Middle School, not just planning, and the systemic funding of the CIP for the NNPS. He shared a personal story, of a school division who chose not to publically acknowledge a problem. He shared that Poquoson had a problem with mold and mildew in years past. He continued by sharing that an adjacent community could have made the same allegations, but denied having a problem. This same division, shut down its air conditioning system over the summer months, which led to a build-up of mold, mildew, condensation, etc. Extra custodians were brought in to clean up the problem. Mr. Eure advised the problem still existed after the clean-up. An assessment of air quality was demanded and completed, but the results of the assessment were not shared. He was called to the school to discover people in hazmat suits doing some cleaning. He advised that teachers did not complain just to be complaining, but were attempting to protect the children. Having been trained on air quality by the Environmental Protection Agency, Mr. Eure had the knowledge to know what to look for and how to help others. He warned the City of Newport News not to be put in the same situation.

Mr. Brandai Wills, 756 Michelle Drive, Newport News, commented about Huntington Middle School. She shared that she taught at Huntington Middle School for 11 years, prior to the school being closed permanently in June, 2018. She shared that she viewed the webcast of the June 25, 2019 Regular Meeting of City Council when it was told that teachers were telling untruths about things Huntington Middle School. Ms. Wills confirmed that there were bugs in the school, and there was mold, before the school was closed. She urged City Council to allocate money to the NNPS to reopen Huntington Middle School. Ms. Wills advised that she taught at Heritage High School, where there was only one eighth grade class. She urged the Newport News City Council and the NNPS to come together to decide what would be done regarding Huntington Middle School.
G. Other City Council Actions Continued

1. Resolution Approving the Capital Improvements Plan (CIP) for Fiscal Year 2020 – 2024 for the City of Newport News, Virginia Continued

Ms. Mary Vause, 350 Williamsburg Court, Newport News, commended Councilwoman Scott for her comments at the earlier City Council Work Session of July 9, 2019. Ms. Vause agreed that important public projects, like the pool at the Denbigh Community Center, the renovation of Grissom Library in the North District, and Huntington Middle School in the South District, should not be sacrificed and put on a back burner for development projects in the Central District. The $50 million SCOT Center and a $30 million City Center parking garage from the FY 2018 Operating Budget, were not being used as excuses to postpone long anticipated, long-promised public projects.

Ms. Vause also commended Councilwoman Cherry for “pushing back” against “sweetheart deals” for developers and private companies at the earlier City Council Work Session of July 9, 2019. Saying no to taxpayer-funded parking garages would make it easier for the City to fund important public projects like NNPS, public libraries, and public community centers. Ms. Vause alleged that the City Manager and the Budget Director crafted excuses and twist data to justify a consistently low level of funding for NNPS. Looking at big picture facts about NNPS funding: separate and unequal – NNPS had 4.3 million square feet of building space, almost double the City’s 2.2 million square feet of public building space. In the City Manager’s FY 2019 - 2023 CIP budget, school buildings receive less total funding than City buildings despite having nearly double the square footage and despite NNPS buildings serving more people. NNPS had 4,688 employees, while the City funded only 2,625 positions from its General Fund. NNPS served approximately 29,000 public school children. NNPS buildings had more occupants than City buildings, and much more wear and tear over time. Ms. Vause questioned why NNPS buildings received only $10.53 per square foot in CIP funding, while the City building received $20.73 per square foot in the FY 2019 - 2023 CIP budget. Sixty-seven percent (67%) of NNPS students were on free and reduced lunch and teaching was a primarily female profession. Teachers, teacher assistants, school counselors, cafeteria workers, and other teaching support staff were predominantly female. It was her hope that the majority of the City’s children living in poverty, and the majority of NNPS teachers and staff being female, was not the cause of NNPS buildings receiving one-half funding per square foot as the City’s public buildings. Ms. Vause urged City Council to vote against the CIP Budget for FY 2020 - 2023, especially North and South District Council representatives. The CIP before City Council was a disservice to the North and South District by postponing funding for a public pool in Denbigh, and for Grissom Library, and Huntington Middle School.

Ms. Margaret Purcell, 1100 William Styron Square South, Newport News, addressed City Council regarding the rebuilding of Huntington Middle School. She indicated that adolescent years could be difficult, and schooling close to home is beneficial to children. Huntington Middle School served as a beacon to the community and a guiding light for education. Citizens in the Southeast Community always had pride in their school, even when vitally necessary repairs were overlooked. It did not matter if only six of each class were success-
G. Other City Council Actions Continued

1. Resolution Approving the Capital Improvements Plan (CIP) for Fiscal Year 2020 – 2024 for the City of Newport News, Virginia Continued

ful, there was only one Martin Luther King. Ms. Purcell indicated there was only one Pearl Bailey, only one Charles Drew, only one Maya Angelou, one James Baldwin, and one George Washington Carver. She stated you could stifle the process of one black child who could thrive at Huntington Middle School, to do good for the world, by continuing the legacy of Huntington, or erase the possibilities by not recognizing the need for Huntington Middle School, and doing nothing but plans on paper.

Ms. Pamela Hall, 1038-29th Street, Newport News, shared her opinion that members of City Council were setting a poor example for the children about what was important in the City; i.e. allocating $31 million for another parking garage in City Center, rather than supporting the education of the children who were the future of the City of Newport News. The rebuilding of Huntington Middle School is crucial to the success of Newport News, school maintenance, and the retention of the best and brightest to mold the minds of the children – our educators. She advised that money should be put toward those goals. She further indicated that adults must be better examples for the children, and show them that education was better than incarceration or death. Ms. Hall further shared her opinion that members of City Council were out of touch with the constituents they were elected to serve. Huntington had served the Southeast Community as a venue for concerts by the Unifics, many of who attended Huntington High School. Huntington served as a sight for weekly church services, Little League Basketball, a venue for State Band Competitions, Family Fun Days hosted by Alumni members, beautification day, hosted by the Alumni Association, use of the soccer fields, use of the track field by citizens and the Fire Department, SOL study sessions on Saturdays, with the Alumni providing the children and staff with breakfast. Since the closing of Huntington Middle School, most of the aforementioned events had ceased. The U. S. Department of Housing and Urban Development (HUD), the citizens, and the School Board members, were not told that funding for Huntington Middle School would be based on acceptance of the City’s vision for the area, which included closing 30th Street to join the two individually owned properties. Ms. Hall reminded City Council that they were not elected to promote personal agendas, but to do what was in the best interest of the constituents who were courted for votes and donations. She urged members of City Council to do the right thing, suggesting they lead like former President Barak Obama as opposed to President Trump. She encouraged City Council to reallocate and appropriate the funds to start the design process for a 22nd century Huntington Middle School that was budgeted in 2009 - $2.8 million. She indicated the children and the citizens of the Southeast Community deserved better.

Mr. Matthew Degrave, 10 Dimock Avenue, Newport News, addressed City Council regarding Huntington Middle School. He shared a story about a friend whose family attempted to sell their house in Newport News for approximately four years. Interested buyers changed their mind after discovering it was located in the Newport News School District. Several sales were lost as a result. Mr. Degrave advised City Council that the NNPS was what
G. Other City Council Actions Continued

1. Resolution Approving the Capital Improvements Plan (CIP) for Fiscal Year 2020 – 2024 for the City of Newport News, Virginia Continued

would make the City of Newport News great. No one would move to the City, and no industry would grow, unless the NNPS were back on line. He indicated that Huntington Middle School would be a good start, recalling at one time, the decision to make Huntington Middle School a Magnet School. Mr. DeGrave understood the City’s goal to generate revenue, and advised the best way to do that was to ensure the City had good public schools. If the NNPS were raised above neighboring jurisdictions, people would flock to Newport News.

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

Councilwoman Cherry shared, in reviewing the previous CIP, and comparing to the CIP before City Council for consideration, that she was thankful to City Manager Rohlf and staff for their hard work, but expressed concerns for some funding the City continued to put out for certain entities, advising that some would become General Obligation Bonds, meaning more tax revenue for the citizens to incur. She shared at the City Council Work Session held earlier on July 9, 2019, about a road being paid by the developer, but much of the work being done was done by private developers, and she took issue when the City continued to spend money to help private development for some, but not for all. Councilwoman Cherry advised that she would not vote in favor of the CIP because she needed to take a stand saying either the City would do for all, or for none. She indicated it was important that the City look at revenue sharing and sense the Council could not get a handle on the revenue sharing, it was ludicrous for her to believe things would turn out favorably for the City.

Councilwoman Scott shared that she had expressed her concerns at the City Council Work Session held earlier on July 9, 2019 about the CIP. She advised her concern was simple – she had served on City Council for 17 years, was a supporter of projects in every district, but felt as though the North District had been neglected. The projects that were moved off of the CIP before City Council, were in the North District; i.e. pool for the Community Center, the Grissom Library, Fire Station No. 11, and she had a problem with it. In 2010, when she sought election for the third time, her slogan was “One City, One Vision,” and was supposed to be something everyone would grasp, and think about spreading projects equally across the City. She indicated when there was no land, she did not expect anything, but the City had land to do things, and she expected that some of the City’s projects should take a little more precedence. Councilwoman Scott indicated it was an affront to her to see projects in the North District pushed further off the CIP, and another project added that would occur before the project in the North District. With no disrespect to City Manager Rohlf and her staff, who worked hard, but in the vain of comradery, and being a team, she felt City Council could do a better job of supporting projects in one another’s districts, and when one won, everyone won, which was the manner in which she always voted. Councilwoman Scott advised that she had challenges with the CIP. She
G. Other City Council Actions Continued

1. Resolution Approving the Capital Improvements Plan (CIP) for Fiscal Year 2020 – 2024 for the City of Newport News, Virginia Continued

had to voice her concerns because if she didn't represent the citizens who voted her into office, she would feel as though she wasn't doing her job. She advocated and supported the North District which she represented.

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

2. Ordinance Amending and Reordaining City Code, Chapter 6, Animals and Fowl; Article I., In General; Section 6-1.1, Definitions Generally; and Article III., Animal Welfare Ordinance; Section 6-78, Unattended Tethering of Dogs Prohibited; Exceptions

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 6, ANIMALS AND FOWL, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE I., IN GENERAL, SECTION 6-1.1, DEFINITIONS GENERALLY; AND ARTICLE III., ANIMAL WELFARE ORDINANCE, SECTION 6-78, UNATTENDED TETHERING OF DOGS PROHIBITED; EXCEPTIONS. This resolution amended and reordained the City Code, Chapter 6, Animals and Fowl; Article I., In General; Section 6-1.1, Definitions Generally; and Article III., Animal Welfare Ordinance; Section 6-78, Unattended Tethering of Dogs Prohibited; Exceptions. During its 2018-2019 session, the Virginia General Assembly adopted new wording and definitions related to various animal related statutes. The new wording provided more detailed definitions for “Adequate Shelter,” “Adequate Space,” as well as additional regulations pertaining to the tethering of dogs. The amendments provided for greater protection of animals in hot or cold weather situations, as well as set a minimum length, and maximum weight, of a dog tether. The amendment of the existing City Code of Ordinances would ensure compliance with the new State Statutes, which became effective on July 1, 2019. The City Manager recommended approval.

(No registered speakers)

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

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

3. Ordinance Amending and Reordaining City Code, Chapter 30, Pawnbrokers; Buyers of Old Gold and Silver; to Define “Pawnbrokers” and Require Documentation of Identify of the Person Pawning

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 30, PAWN BROKERS; BUYERS OF OLD GOLD AND SILVER, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, BY AMENDING ARTICLE I., PAWN BROKERS; SECTION 30-1, DEFINITION OF PAWN BROKER, SECTION 30-2, LICENSE REQUIRED; LICENSE AUTHORIZED BY COURT; BUILDING DESIGNATED IN LICENSE; PENALTY, SECTION 30-3, BOND REQUIRED; PRIVATE ACTION ON BOND, SECTION 30-7, RECORDS TO BE KEPT; CREDENTIALS OF PERSON PAWNING GOODS; AND ARTICLE III., BUYERS OF GOLD AND SILVER; SECTION 30-32, RECORDS TO BE KEPT; COPY FURNISHED TO LOCAL AUTHORITIES, AND SECTION 30-34, CREDENTIALS AND STATEMENT OF OWNERSHIP REQUIRED FROM SELLER. This ordinance amended and reordained the City Code, Chapter 30, Pawnbrokers; Buyers of Old Gold and Silver; Article I., Pawnbrokers; Section 30-1, Definition of Pawnbroker; Section 30-2, License Required; License Authorized by Court; Building Designated in License, Penalty; Section 30-3, Bond Required; Private Action on Bond; and Section 30-7, Records to be Kept; Credentials of Persons Pawning Goods; and Article III., Section 30-32, Records to be Kept; Copy Furnished to Local Authorities; and Section 30-34, Credentials and Statement of Ownership Required From Seller. During its 2018-1029 session, the Virginia General Assembly adopted new wording and definitions related to pawnbrokers and buyers of old gold and silver. The new wording in Section 30-1, 30-2, and 30-3 clarified the definition of “Pawnbrokers,” as “natural” persons and not corporation and other entities. The amendments to Section 30-7, 30-32, and 30-34 clarified that pawnbrokers and buyers of old gold and silver shall document the identity of the person pawning, by an unexpired, government-issued identification card, with a legal address and photograph. The amendment of the existing City Code of Ordinances ensured compliance with the new State Statutes, which went into effect on July 1, 2019. The City Manager recommended approval.

(No registered speakers)

Councilwoman Woodbury moved adoption of the above ordinance; seconded by Councilman Harris.

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

4. Resolution Authorizing and Directing the City Manager to Enter into a Cooperative Agreement With the Virginia Department of Game and Inland Fisheries and James City County to Operate a Boat Launch and Park on City-Owned Property Adjacent to the Diascund Reservoir in James City County

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 COOPERATIVE AGREEMENT BY AND BETWEEN JAMES CITY COUNTY, THE CITY OF NEWPORT NEWS, AND THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF GAME AND INLAND FISHERIES DATED THE 14TH DAY OF MAY, 2019. This resolution authorized and directed the City Manager to enter into a Cooperative Agreement with the Virginia Department of Game and Inland Fisheries and James City County to operate a boat launch and park on City-Owned property adjacent to the Diascund Reservoir in James City County. The first Cooperative Agreement between the Virginia Department of Game and Inland Fisheries, James City County, and the City, to operate a boat launch and park on City-owned property adjacent to the Diascund Reservoir, was signed in 1998, and expired in July, 2018. The renewed agreement clarified the maintenance responsibilities and shared operating costs between the three parties for a 25-year period. The renewed agreement was approved by the James City County Board of Supervisors and required Newport News City Council approval before being forwarded to the State for approval. Estimated to be $10,000 for repaving the boat ramp access, plus the maintenance of the lawn area, was already included in the budget. The City Manager recommended approval.

(No registered speakers)

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

Councilwoman Cherry inquired about the name of the Park. City Manager Rohlf deferred to Mr. Lewis Martinez, Director, Waterworks Department. Mr. Martinez replied it was the Diascund Park.

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

5. Resolution Authorizing a Lease Between the City of Newport News and the Industrial Development Authority (IDA) of the Coats & Clark Site/Building at 5849 Jefferson Avenue and Authorizing and Directing the City Manager to Execute Any Documents Necessary to Effectuate the Transaction

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE
G. Other City Council Actions Continued

5. Resolution Authorizing a Lease Between the City of Newport News and the Industrial Development Authority (IDA) of the Coat & Clark Site/Building at 5849 Jefferson Avenue and Authorizing and Directing the City Manager to Execute Any Documents Necessary to Effectuate the Transaction

CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF LEASE BY AND BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED THE 9TH DAY OF JULY, 2019, FOR TWO BUILDINGS AND 5.2 ACRES OF LAND LOCATED AT 5849 JEFFERSON AVENUE, KNOWN AS THE COATS AND CLARK PROPERTY. This resolution authorized and directed the City Manager to execute a lease by and between the City of Newport News (City) and the Industrial Development Authority (IDA) for the Coats & Clark site/building, located at 5849 Jefferson Avenue, and authorized and directed the City Manager to execute any documents necessary to effectuate the transaction. The City leased the Coats & Clark Building from the IDA since 1999 for use by the Department of Purchasing, and for warehouse purposes, as well as personnel space for the Police Department, the Fire Department, and file storage space for a number of other departments, to include the City Manager’s Office, the City Clerk’s Office, and the City Attorney’s Office. The original lease was set to expire on July 31, 2019, and the City and the IDA, wished to continue the leasing arrangement with a new 10-year lease with two five-year renewal options. The new lease reflected only a maintenance reserve and administration fee, as the debt service component of rent in the original lease was no longer applicable. The annual maintenance reserve and administration fee would be $55,000 and $20,000 respectively. Every five-year increment in the term, and renewal periods, the maintenance reserve would escalate $10,000, and the administrative fee would escalate $2,000. Any repairs to the building costing in excess of $25,000 may be paid from the maintenance reserve, to the extent such funds were available. The City Manager recommended approval.

(No registered speakers)

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

Councilwoman Woodbury inquired whether the City had any plans for the property. City Manager Rohlf responded, no, none that she was aware. She advised there had been discussion about moving items from the former City Farm related to the Police Department to the site, but was aware of no other plans for the property.

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

None

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

Mr. Antonio Thompson, P. O. Box 413, Newport News, quoted Bible scriptures from 1 Thessalonians 4:16, alluding to United States President, Donald Trump, being the Trump of God. He advised that United States President, the Honorable Donald Trump, would be re-elected in 2020.

Mr. Thompson reiterated his suggestion for the legalization of marijuana. He quoted Bible scriptures from Genesis 1:11, 12, 29, about an herb-yielding seed from the earth to justify the legalization of marijuana. A Ezekiel 34:29, mentioning a plant of reknown; and Revelation 22:2, also reverencing the plant of reknown for the healing of the nation; i.e. marijuana for medicinal purposes.

Mr. Thompson reminded that he had supported the legalization of marijuana for years. He asked the members of the Newport News City Council to take the lead on the Peninsula for the promotion and support of the legalization of marijuana for the increased revenue to enrich the City’s treasury and assist across the board. The State of Colorado reached the $1 billion dollar mark as a result of the legalization of marijuana – most for medical needs. Mr. Thompson reiterated that the legalization of marijuana would enrich the City’s treasury by billions.

Ms. Jonell McFadden, 407 Bryan Court, Newport News, advised that she was the Chairperson of the Newport News Electoral Board. She explained that the Electoral Board was a three member board, appointed by a Circuit Court Judge. The responsibilities of the Electoral Board included administration of every aspect of all elections across the City of Newport News, to include the supervision and oversight of the Director of Elections, also known as the Voter Registrar. Tasks included protecting ballots, and appointing Election Officials, on which she would focus her remarks. Ms. McFadden explained there were 45 precincts across the City of Newport News, serving approximately 114,000 voters. She advised that every precinct was staffed with a number of poll workers. Each precinct had six to seven workers. She explained that Election Officials were hands-on with the equipment and materials of the respective election. The Election Official ensured that each election ran smoothly, and was customer driven. The main goal was to ensure that every qualified voter was able to vote. Election Officials were trained and paid to do their jobs at the polls. Ms. McFadden explained there were three basic categories to include: (1) Chief Officials, who were responsible for running the entire precinct; (2) Assistant Officials, who assisted the Chief Officials; and (3) Election Workers, who do everything from working the poll books to distributing the “voted” stickers. Election days were long from beginning to end, arriving one hour prior to the polls opening, until after the polls closed, all results tallied, and the polling places put back into its original position. Ms. McFadden asked all citizens to consider being an Election Official. Details could be found on the Voter Registrar’s page on the City’s website: www.nvva.gov.
I. Citizen Comments on Matters Germaine to the Business of City Council
   Continued

Councilwoman Woodbury inquired about the possibility of Election Workers working on-half day. Ms. McFadden, replied, for the first time, half-shifts would be created — allowing workers to work one-half days, with an overlap in shifts. She suggested that those working in shifts should be experienced and be able to hit the ground running because they were familiar with the process. She advised that half shifts would be instituted on a trial basis.

Councilwoman Scott inquired about the minimum age for an Election Official. Ms. McFadden responded that Election Officials must be 18 years of age.

Councilwoman Scott inquired about the length of the training. Ms. McFadden replied there was “Poll Book training,” to check individuals in, to show how to work the Poll Book. Everyone received this training, with the exception of Chief Election Officials and Assistant Election Officials. Interested individuals who were able to run a poll/precincts, would be flagged and should meet with the Electoral Board. At that point, they would be gain as an Assistant Election Official, would be evaluated to determine whether they were able to run a poll. The real need was for the position of Chief Election Official and Assistant Election Official.

Councilman Jenkins inquired whether there were other qualifications needed. Ms. McFadden replied, yes, an individual would need to be a voter in good standing to be an Election Official, could not hold an office or be a candidate for office. Ms. McFadden indicated the qualifications for an Election Official was listed on the website, and in the brochure, “Join the Team! Become an Election Official” (a copy of the brochure is attached and made a part of these minutes).

Councilwoman Woodbury inquired about the amount of compensation paid to Election Officials. Ms. McFadden responded that Chief Election Officials would receive $170, plus an additional $20 for attending the required training. An Assistant Chief Election Official would receive $135, plus an additional $20 for attending the required training. All other Election Officials would receive $110.

Councilwoman Scott inquired about residency requirements and whether one had to reside in the City in which they served as an Election Official or whether they could live in another City. Ms. McFadden replied, no, Election Officials could live in another City, they did not have to be a Newport News resident.

Councilman Jenkins inquired how soon interested individuals could sign up to be an Election Official, and whether there was a deadline. Ms. McFadden replied that individuals could sign up immediately. The deadline to sign up would be the day prior to an election. People are always needed. There was an ebb and flow and a dependable bench was needed. She encouraged those interested to contact the Voter Registrar, even if it was the day before an election.
I. Citizen Comments on Matters germane to the Business of City Council
   Continued

   Councilwoman Woodbury understood there should be Election Officials representing both parties at every precinct, if possible. Ms. McFadden replied yes, ideally the Chief Election Official and the Assistant Election Official should represent two different parties. She indicated there was an imbalance, there were far more representatives from one party than the other. To cover this imbalance, and observe the law, a box was added to the application, stating that the Election Official would be willing to represent any/either party. Many applicants select that box.

   Councilwoman Woodbury thanked Ms. McFadden for her attendance and briefing City Council. She advised that City Council had not received such in-depth information from the Newport News Electoral Board or Voter Registrar.

   Mr. Adrian Whitcomb, 316-54th Street, Newport News, shared that he was glad to be back before City Council. He mentioned that he had visited Riverview Farm Park earlier in the afternoon. He indicated there was something special about Riverview Farm Park. He did venture out to the scenic overlook to see the beach and the waterfront of the former City Farm property, and was the one place available to the public. He then ventured up to the berm next to the Gymnastics Center. There was something about a park that allowed one to see a far distance, which was one attraction of Riverview Farm. There were not many similar places in Newport News. Infrastructure was good, but nature, trees, and open spaces were also needed. Mr. Whitcomb advised that many citizens enjoyed Riverview Farm Park, and they looked forward to having a trail there, to include the waterfront.

J. Old Business, New Business and Councilmember Comments

   City Clerk, Mabel Washington Jenkins, MMC, extended congratulations to Ms. Zina Middleton, MMC, Chief Deputy City Clerk, who would graduate from the City’s Leadership Development Academy, at a Ceremony on Wednesday, July 10, 2019, 9:00 a.m., at the Denbigh Community Center (15198 Warwick Boulevard).

   Councilwoman Cherry thanked the citizens for their attendance and participation, and for sharing their thoughts, concerns, and ideas.

   Councilwoman Cherry advised that this was the only meeting of City Council scheduled for the month of July.

   Councilwoman Cherry extended congratulations to her youngest brother, Mr. Jeffrey Nelson, who would graduate with a Doctor of Philosophy degree from the University of Phoenix. She was proud of him and offered kudos on his accomplishment.
Old Business, New Business and Councilmember Comments Continued

Councilwoman Cherry extended thanks to Mr. Michael Poplawski, Director, Department to Parks, Recreation and Tourism, and staff for the outstanding July 4th preparation at Victory Landing Park, and the fireworks display on Friday, July 5, 2019 (The “4th of July Stars in the Sky,” on Thursday, July 4, 2019, 7:00 p.m., at Victory Landing Park, 50-23rd Street was postponed due to inclement weather.

Councilwoman Cherry wished her niece, Shalyn Happy Belated Birthday. Shalyn celebrated her 9th birthday on Monday, July 8, 2019. She also wished her brothers William, Frank, and Jeffrey, who would also celebrate their birthday in July.

Councilwoman Cherry announced there were great things happening in the City of Newport News as far as community engagement opportunities.

Councilwoman Cherry announced that the next South District “Your Voice Matters” Town Hall Meeting, was scheduled for Thursday, July 11, 2019, 6:00 – 7:30 p.m., at the Brittingham-Midtown Community Center (570 McLawhorne Drive). This would be an “Ice Cream Social.” The guest was Mr. Gary Anderson, Clerk of the Newport News Circuit Court. She further announced, on Thursday, July 18, 2019, the South District “Your Voice Matters” Town Hall Meeting, would be held at the Downing-Gross Cultural Arts Center (2410 Wickham Avenue), 6:00 – 7:30 p.m., which would be “Summer Game Night.” All citizens were welcome to attend.

Councilwoman Cherry announced, in celebration of National Hot Dog Day, the Newport New Police Department, South Precinct, would host a “Hot Diggety-Dog Day,” on Saturday, July 13, 2019, 11:00 a.m. – 2:00 p.m., at 3303 Jefferson Avenue. The public was invited to attend and “sample the dogs,” at a cost of three for $5.00. The event would also include a Hot Dog Eating Contest. A flyer was available in the office of the Newport News City Clerk’s Office, 2400 Washington Avenue, 9th Floor.

Councilwoman Cherry advised that the Newport News Police Department (NNPD) was engaged in the Homicide Family Support Group. The group would meet on Wednesday, July 10, 2019, 6:00 p.m., at the NNPD Headquarters (9710 Jefferson Avenue). The group connected families and people who faced the challenge of losing a loved one to an act of violence. The Homicide Family Support Group has served as a bridge and opportunity for people to share their feelings, personal experiences, and the coping routines being used to remember a loved one. All interested citizens who had experienced the loss of a loved one to an act of violence were welcome to attend.

Councilwoman Cherry announced there would be a “Junk & Treasure Bazaar,” on Saturday, July 20, 2019, 9:00 a.m. – 2:00 p.m., at 917-27th Street. Interested vendors were welcome to participate. There was no charge for vending. The deadline for vendor registration was July 13, 2019. A flyer was available in the office of the Newport News City Clerk’s Office, 2400 Washington Avenue, 9th Floor.
J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Cherry announced that National Night Out would be celebrated Citywide on Tuesday, August 6, 2019, with most events commencing at 6:00 p.m. She encouraged all residents to “Get up, Get Out, Get Involved, Get Engaged, and Be Informed.” National Night Out was a fun night, allowing citizens to fellowship and meet their neighbors.

Councilwoman Cherry invited citizens to join in celebration of Ms. Queen Esther Marrow, a musical icon from the City of Newport News. She would be in concert on Saturday, July 20, 2019, 8:00 p.m., at The American Theatre, 125 E. Mellen Street, Hampton. Tickets could be purchased on Ticketmaster.com, or at The American Theatre box office.

Councilman Harris thanked the citizens for their attendance and participation, sharing their thoughts, concerns, and ideas, as well as those watching via various media streams.

Councilman Harris extended congratulations to The Catalyst Effect and Silence Empowers Violence Community Care and Action Teams for the great work being done under the direction of Pastor Cortez Higgs. The youth do a great deal for families in the community. He was overwhelmed by what they stood for, and for bringing awareness to some of the challenges faced in the City of Newport News.

Councilman Harris highlighted two of the young men that were a part of the Catalyst Effect – Mr. Ceta Higgs and Mr. Craig Miller; both were students at Denbigh High School, and were a part of his Leadership/Mentorship Group. Mr. Higgs and Mr. Miller would be rising juniors at Denbigh High School, with a GPA over 4.0. Councilman Harris highlighted and acknowledge these young men for their academic achievements, and the great work done in the community and in school.

Councilman Harris extended congratulations to Mr. Tracey Parker, of The Friendship Lottery, who hosted an Autism Crush Festival Bake-Off, on Saturday, July 6, 2019, 11:00 a.m. – 7:00 p.m., at King Lincoln Park (600 Jefferson Avenue). A great deal of information and resources was provided to families about autism. Local performers were also highlighted on the program.

Councilman Jenkins explained his reason for voting against the CIP earlier under Other City Council Items. He, like Councilwoman Cherry, had concerns about some of the economic development projects in the City; like Councilwoman Scott, he also believed that Councilmembers should support the “One City” concept; and like many of the citizens present, he believed more should be done for the Newport News Public Schools. Beyond that, Councilman Jenkins indicated that the City needed to get better at planning and accomplishing projects for the City, and ensuring that project were done when people expected projects to be completed, and not constantly postponed and delayed. It was his hope when the CIP was developed, there would be greater participation from the City Council and public leaders, so the projects could be discussed and come to an agreement on projects of which they could all support.
J. Old Business, New Business and Councilmember Comments Continued

In light of the CIP not being adopted, Mayor Price asked City Manager Rohlf to explain what was done by not passing the CIP, its effect on the City, and what the next steps were going forward.

City Manager Rohlf advised that there would be additional conversation at the staff level. She further advised that none of the projects listed in the CIP under FY 2019-2020 could move forward until authorization was provided by City Council. She understood many of the concerns about development; however, some of the projects were already in the works. City Council had committed the funding, and there was nothing that could be done to address those. She promised to revisit some of the other development projects, but there were no high dollar projects beyond the few dollars that Council saw. There had been no conversations about future garages, and there was no commitment to fund any of those. She would have additional conversations with members of City Council. Council had directed her to add additional projects for schools, which was done; but staff told Council, at that time, that City projects would have to be pushed back. What was provided was a CIP, proposed and recommended based on what the City could afford. She would revisit the list, and some of the projects that were added in may be pushed back; or, if that is not Council’s choice, she would come back and share what revenue enhancements may be required. City Manager Rohlf reiterated, in the numbers shown Council, within the City’s capacity, what was provided was what was affordable, in a timeline thought was affordable. Where the City stood with revenues, the City could not afford additional projects in a condensed timeframe over the next two years. She never liked pushing projects back. The projects that were done outside of the CIP; i.e. SCOT, the parking garage, they still have to be paid for. There was still the balance within the operating budget. When it came to the CIP, it has had to be paid for. The more projects, the more debt, and sooner or later, unless the City had an enhancements in revenues, there was still the balance, and the Council would not be able to do what they wanted to do in the operating budget, whether additional funding, operations for schools, new programs, raises, equipment purchases for police and fire, there was a balance. There was no FY 2020 CIP, and City Council could elect to start from scratch, and work toward FY 2021, but based on the projects, she would not recommend that. The only funding given at the requested level was to the NNPS. Many of the City’s projects were cut - over $30 million was but out. City Manager Rohlf understood the concerns, but those projects were in the future. She was not sure how to address things in the future until City Council had additional conversations. Staff intentionally kept the out year of 2024 to provide room for growth to add additional projects. City Manager Rohlf advised that she would not recommend increasing the amount of money to be borrowed for projects. If Council chose to do so, there had to be revenue enhancements, which would be substantial; i.e. increase in the tax rate. She would meet with staff and take into consideration everything heard from City Council about various projects.

Vice Mayor Vick advised that everyone needed to understand, everything that every department submitted, in an ideal, the money should be available if there was a magic wand, and everything could be funded; buy the reality was that everyone had a budget to work with, but unfortunately, everything could not be funded, and the City had to pick and choose what
J. Old Business, New Business and Councilmember Comments Continued

was affordable. Certain people wanted certain projects, but City Council had to figure out, with so much debt, what was affordable and how to successfully move forward.

City Manager Rolf added, what the City had that was affordable, would add approximately $5 million off the top into the Operating Budget in FY 2021, and before any revenue was received, that debt must be covered, which would impact what the City was able to do in the Operating Budget. If Council wanted to do somethings in the CIP, they would not be able to do the in the Operating Budget. When there were different programs added, or a pool, there were operating costs associated, and those things had to be factored in. Based on what she saw, there was no guarantee that all of the projects could be done in a timeline originally discussed.

Mayor Price indicated he asked the City Manager to explain to the public the impact of the decision made regarding the CIP. He advised that he was personally disappointed, because during City Council Work Sessions, members of City Council would have made their intent known not to support the CIP, so that something else could be worked out. He explained that funding was only done for one year, but many things were put in as placeholders, to allow time in the following year to discuss those matters. The impact of the decision made would delay some projects already in progress. He advised this was the only Regular Meeting of City Council in July, which meant the first opportunity to vote on the matter would be August 2019. Mayor Price indicated that staff, along with the City Manager, got a feel for what the majority of City Council would or would not vote for. People usually tried to get a feel for where others stood on a matter. Regarding being One City, Mayor Price indicated all he had heard was “my district,” over and over, which was not One City. He indicated when things happened anywhere in the City, all members of City Council should be proud. He reminded there was only so much money available. He advised if City Council chose to raise taxes to do certain projects, the Council Chambers would be full of citizens, expressing opposition. Mayor Price hope an opportunity arose during a Retreat for members of City Council to look at which direction they were travelling and how the process worked.

Councilwoman Scott thanked the citizens for their attendance and participation and voicing their opinions and concerns. She indicated that she understood the Mayor’s disappointment, and advised that she was also disappointed. She further advised that she was always clear on her position, particularly of what she thought the North District should have. When she looked at the CIP, she could see where the money was going in other districts, and she “felt some sort of way about it.” Councilwoman Scott advised that she had been on City Council long enough to know what budgets looked like and what CIPs looked like, and how they worked, as well as what moved, and who did what. She had a problem for a member of City Council to say they were a part of “One City,” but did not see the benefit of spreading the resources equitably. She indicated “One City” could be made a buzz word, or City Council could make Newport News “One City” and try to give each district something. She advised that she understood every Council member could not receive everything at one time, but the North District had received nothing. She stated the North District had received nothing. She stated the
J. Old Business, New Business and Councilmember Comments Continued

North District had received three major projects in 20 years. She was hyped and was unaware of what her colleagues on City Council would do, nor did she vote with them, they all made their own independent decisions, and she was as surprised as everyone else that the CIP failed. Councilwoman Scott advised this created an opportunity to go back to the table to discuss the matter. She believed each district should get something it wanted. She advised that she supported everything – development, every economic engine, supported the South District when it was to be cleaned up, spending $14 million on the Jefferson Avenue Corridor for undergrounding utilities, streetscoping, etc. When it came to the North District, she was an advocate for the citizens that voted for her, and was very passionate about what the North District should receive. She was glad to see some of the things coming down the pike, but felt she deserved an opportunity to get one or two projects. Councilwoman Scott advised that she would continue to advocate, and her passion would shine through, and could not apologize to those who may be offended. She would talk about the North District because it had been neglected when discussion were had about where the money was going.

Councilwoman Scott announced that a Special Meeting was scheduled in the North District on Tuesday, July 16, 2019, 1:00 p.m., at the Denbigh Community Center (15198 Warwick Boulevard). This would be a meeting of the Newport News City Council, Newport News Planning Commission, and the Economic Development Authority of Newport News, to discuss what could be in the North District, with a presentation of the final proposed Denbigh-Warwick Area Plan. Members of the respective boards would also be given a bus tour of the Plan area. She invited residents in the North District to attend and be a part of the conversation. Residents in the North District were engaged, but may not attend the Regular Meetings at City Hall to show the numbers. Councilwoman Scott indicated that the North District residents clearly articulated their concerns to their Council representative and she encouraged them to attend the Special Meeting on July 16, 2019.

Councilwoman Scott announced that there would be no North District Town Hall meeting in July, but would reconvene on Monday, August 26, 2019, 7:00 p.m., at the Denbigh Community Center (15198 Warwick Boulevard).

Councilwoman Scott shared that she and her colleagues attended the 30th Anniversary Celebration of the USS Newport News (SSN 750) on Monday, July 8, 2019. A reception commemorating the event was held at the Mariners’ Museum. A great deal of pride was exhibited by members who served on the vessel. On April 23, 2019, Commander David W. Fassel assumed command of the USS Newport News (SSN 750).

Councilwoman Scott asked for prayers for Mr. Mike Kuzma, a long-term Newport News resident, and supporter, who was under the weather.

Vice Mayor Vick extended kudos to the youth members of The Catalyst Effect and Silence Empowers Violence Community Care and Action Teams. She admired the great
J. Old Business, New Business and Councilmember Comments Continued

work being done under the direction of Pastor Cortez Higgs. The youth were doing what had been urged for years — encourage and empower others to break the code of silence when it came to violence by being a voice for those who were too afraid to speak up or take action, and by taking a public stand against violence and crime in their communities.

Vice Mayor Vick shared that she was honored to represent the City of Newport News, and to commend and congratulate The Apprentice School at Newport News Shipbuilding on its 100th Anniversary. She shared that the first Newport News Shipbuilding Apprentice, Mr. Norwood Jones, graduated on April 4, 1894. The Apprentice School was formalized in 1919. With a mission focused on craftsmanship, scholarship, and leadership, The Apprentice School helped shape future leaders of Newport News Shipbuilding and the shipbuilding industry. The 100th Anniversary of The Apprentice School at Newport News Shipbuilding would be celebrated throughout the year 2019, with various announcement, events, and activities. An Apprentice School Centennial Gala was held on Saturday June 29, 2019, 6:00 p.m., at the Newport News Marriott at City Center (740 Town Center Drive). She extended congratulations to The Apprentice School at Newport News Shipbuilding who worked in a spirit of excellence to educate and train the future leaders of the shipbuilding industry.

Vice Mayor Vick extended congratulations and thanks to Mr. Michael Poplawski, Director, Department to Parks, Recreation and Tourism, and staff, for the outstanding July 4th fireworks display on Friday, July 5, 2019 (The “4th of July Stars in the Sky,” on Thursday, July 4, 2019, 7:00 p.m., at Victory Landing Park, 50-23rd Street was postponed due to inclement weather. She was pleased to introduce the United States Air Force Heritage of America Band “Full Spectrum” who performed. Full Spectrum feature six active-duty musicians who were stationed at Joint Base Langley-Eustis. The band had returned from a four month deployment to Southeast Asia, and were back in time to celebrate the 4th of July with the citizens of Newport News.

Vice Mayor Vick extended condolences to Mr. Lefty Miller and family, on the passing of his wife, Ms. Anya Rose Miller. Anya Rose Miller was a staple in the community — always volunteering at the Hampton Roads Boys and Girls Club, and worked for the Transportation Division, in the Newport News Public School System for 35 years.

Councilwoman Woodbury expressed her great disappointment at not passing the City’s CIP. She was surprised and could not understand anyone who said that City Council had not had a great of input. There were presentations at nearly all of the City Council Work Sessions. She had heard no negative comments about the CIP until the July 9, 2019 Regular Meeting of City Council. Councilwoman Woodbury extended congratulations to City Manager Rohlf, and Ms. Lisa Cipriano, Director, Department of Budget and Evaluation for their work on the CIP. The City had given the NNPS a great deal of money in the CIP, and most of the City’s projects were eliminated. She reiterated her disappointment, and shared that leaders needed to learn to work together, particularly with staff. It was a bad example for the community to see that leaders could not work together or with staff.
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 8:25 P.M.

Mabel Washington Jenkins
Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, teste:

City Clerk
F. Consent Agenda

4. Minutes of the Special Joint Meeting of City Council, Planning Commission, and Economic Development Authority-Industrial Development Authority of July 16, 2019

ACTION: • N/A

BACKGROUND: • N/A

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Minutes of Special Joint Meeting of Denbigh-Warwick Area Plan for July 16, 2019
MINUTES OF SPECIAL MEETING
(Denbigh-Warwick Area Plan)
OF THE NEWPORT NEWS CITY COUNCIL,
NEWPORT NEWS PLANNING COMMISSION, AND THE
ECONOMIC DEVELOPMENT AUTHORITY OF NEWPORT NEWS
HELD IN ROOM 113
DENBIGH COMMUNITY CENTER
15198 WARWICK BOULEVARD
JULY 16, 2019
1:00 P.M.

PRESENT: David H. Jenkins; McKinley L. Price, DDS; Sharon P. Scott, MPA; Tina L. Vick; and Dr. Patricia P. Woodbury

ABSENT: Saundra N. Cherry, D. Min. and Marcellus L. Harris III

OTHERS PRESENT: Cynthia D. Rohlf; Collins L. Owens; Mabel Washington Jenkins; David Freeman; Lynn Spratley; Ralph L. Clayton, III; Sheila W. McAllister; Flora D. Chioros; Rhonda L. Russell; Saul Gleiser; Angela Hopkins; Brian Pierce; Johnnie Davis; Melissa Leskova; Lisa Cipriano; Robert E. Pealo; Sarah S. Bowman; Joye L. Thompson; Florence Kingston; Sam Workman; Carol Meredith; Elizabeth McCoury; Matthew E. Johnson; Kalila Walker; Priscilla Greene; Daniel Owens; Sumeet Saini; Kearston Millburn; Cherry Crouch; Jeffrey S. Johnson; L. John Marr; James R. Gower; Michael Grinstead, II.; Eric D. Randall; Brandon E. Creswell; Zina F Middleton; Eoghan P. Miller; and Josh Reyes

WRT Design: Woo Kim, Principal; and Stacy Humphreys Blankin, Planner

Planning Commission – Daniel L. Simmons, Jr.; Katie Stodghill; Michael F. Carpenter; Mark W. Mulvaney; Elizabeth W. Willis; N. Steve Groce; Pastor Willard Maxwell, Jr.; and Sharyn L. Fox

Economic Development Authority of Newport News – Alonzo R. Bell, Jr.; Jennifer S. Smith-Brown; Cassandra P. Greene; Mary C. Aldrich; C. Gary Minter; Jeffrey C. Vernoof; and Raymond H. Suttle, Jr., (Legal Counsel)

Mayor Price welcomed all to the July 16, 2019 Special Meeting. He called the Special Meeting of the Newport News City Council to order and asked the City Clerk to call the roll and advise of a quorum.

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

City Clerk, Mabel Washington Jenkins, announced that there was a quorum of the Newport News City Council.
Mr. Daniel L. Simmons, Jr., Chair, Newport News Planning Commission, called the Special Meeting of the Newport News Planning Commission to order and asked the Recording Secretary to call the roll and advise of a quorum.

Vote on Roll Call:
Ayes: Simmons, Stodghill, Maxwell, Fox, Mulvaney, Willis, Groce, Carpenter
Nays: None

Planning Commission Recording Secretary, Melissa Leskovar, announced that there was a quorum of the Newport News Planning Commission.

Chairman Simmons thanked his fellow commissioners for their presence.

Mr. Alonzo R. Bell, Jr., Chair, Newport News Economic Development Authority/Industrial Development Authority (EDA/IDA), called the Special Meeting of the Newport News EDA/IDA to order and asked the Recording Secretary to call the roll and advise of a quorum.

Vote on Roll Call:
Ayes: Bell, Aldrich, Verhoef, Smith-Brown, Greene, Minter
Nays: None

EDA/IDA Recording Secretary, Kearston Milburn, announced that there was a quorum of the EDA/IDA.

Mayor Price announced that a special tour was planned for the members of the Newport News City Council, Newport News Planning Commission, and the Newport News EDA/IDA.

RECESS: 1:15 p.m. – 2:15 p.m.

Newport News officials received a full look at a Denbigh revitalization plan. Over the past year, City planning staff and consultants, WRT Design, developed the Denbigh-Warwick Area Plan (DWAP), inviting area residents to state their desires for the area - 12 square miles bounded by Boxley Boulevard, Enterprise Drive, the Warwick River and the CSX railroad.

Ms. Angela Hopkins, Senior Planner and Project Manager for the Denbigh-Warwick area plan, advised that the purpose of the tour was to provide an opportunity to observe existing condition and challenges, and to identify opportunities for redevelopment within the area. She shared the demographics of the plan area as follows:
Denbigh-Warwick area approximately 12 square miles
Contained over 48,000 people
Fourteen percent (14%) of family household led by females
Median household income over $57,000
Median home value over $210,000
Median rent over $1,100

Ms. Florence Kingston, Director, Department, Secretary/Treasurer for the EDA/IDA, also participated in the tour, sharing several strategic property acquisitions made by the EDA/IDA to include (1) the former Hills property (429 Oriana Road), acquired in July 2006 for $1.6 million; (2) Kmart (401 and 413 Oriana Road), acquired in March 2019 for $2.9 million; (3) Sherwood Shopping Center (13785, 13771 Warwick Boulevard), and select outparcels, acquired in November 2016 for $7.8 million. Ms. Kingston also shared façade improvement grands received, as well as other local incentives (a copy of Ms. Hopkins and Ms. Kingston’s comments are attached and made a part of these minutes).

The meeting reconvened at 2:20 p.m.

Ms. Sheila McAllister, Director, Department of Planning, welcomed members of the respective boards in attendance. She introduced the consultants from WRT Design – Ms. Stacey Blankin and Mr. Woo Kim. She thanked Ms. Blankin and Mr. Kim for their work on the DWAP. Ms. McAllister advised that once the DWAP was adopted by City Council, it would become an amendment to the One City One Future Comprehensive Plan 2040.

Mr. Kim and Ms. Blankin presented the DWAP (a copy is attached and made a part of these minutes).

Vice Mayor Vick inquired about the strategy for getting people out of their cars and into a walkable mixed-use environment. Mr. Kim replied the strategy was to create a destination. He urged creating a place and a destination to give people a reason to want to be here. He indicated this strategy would call for a partnership between the public sector and the private sector in order to make the vision a reality. Vice Mayor Vick mentioned adding the attractions for the citizens would be the winning piece.

Ms. Hopkins asked for feedback from members that participated in the bus tour.

Vice Mayor Vick responded that she liked the concept of having a municipal area for people using services, but were unable to drive. Referencing the Municipal Center in Denbigh, which included the Police and Fire Stations, as well as Human Services and the Grissom Library. Vice Mayor Vick indicated it would be great to have these services on a street which included access to public transportation.
Mayor Price expressed concern about connectivity and how citizens were able to safely cross streets. He suggested creating a path parallel to the roadways to increase walkability and bicycling, to allow citizens to get safely from one side or the street to another.

Vice Mayor Vick urged, as the City planned and sought the investment of funds from the public and private sector, to be mindful of creating a good marketing budget. She cited the Peninsula Town Center in Hampton as an example, which included fountains where citizen could bring their children to play, as well as listen to bands, and have different attractions, as a method to get people out, and encourage them to get out of their cars.

EDA Chairman, Mr. Alonzo Bell added, as a longtime resident of the Denbigh area, he recalled all of the sites in their original iteration, and was excited as he envisioned future opportunities. He shared that the EDA/IDA had worked to create locations for viable opportunities as discussed. He questioned the length of time to implement some of the planned opportunities. Chairman Bell believed the City was moving in the proper direction. The DWAP created an opportunity to revitalize the Denbigh-Warwick corridor, which was an integral part of the City of Newport News. He advised that he looked forward to being a part of the process.

Councilwoman Scott indicated that she enjoyed the tour. She felt there could be more diversity in the area with the EDA/IDA support and the acquisition of the various parcels. She shared that many residents, citizens, and members of the military, had suggested a fitness center near the gate at Ft. Eustis. Also suggested was a Starbucks. Councilwoman Scott believed the Kmart site provided the perfect opportunity for a Town Center Concept, which would lead to increased traffic in an already congested and tight area. She indicated the possibilities for this site added synergy to the DW Center, and could be very positive and possibly bring people together in a place, for entertainment and attractions such as mini-concerts.

Mayor Price believed Village Centers were a key and could be a focal point in key areas.

Mr. Kim shared that the City did not have to wait until all of the parcels were assembled, and the DWAP complete, but some things could be done immediately. He suggested community clean-up days, or pop-up events. He indicated there were examples across the country where publicly-owned land was underutilized, but advised the market could be tested with Pop-up Events. This would allow the City to consider how to deal with traffic for events that could conceivably bring in hundreds of people. Mr. Kim indicated there were also examples of closing down segments of roadways, and handing them to pedestrians and bicyclists to test, which were low-cost/no-costs measures to try.

Councilwoman Woodbury inquired about the timeline for the DWAP and the needed steps to implement the plan.
Ms. Hopkins replied, some projects would be in the long-term, but there were some that could be done in the short-term of zero to three years. The short term projects would be considered first.

Referencing Mr. Kim’s comment that the City did not have to wait until all of the parcels were assembled to begin working on projects, Councilwoman Scott inquired how to begin looking for businesses who would want to be in the Denbigh-Warwick area, and what type of businesses they believed would fit in the district. She also reminded, whatever was done, that the Lee Hall area be included, as often it seemed that Lee Hall was another City. She stated once one passed a certain point, Lee Hall appeared not to belong to Newport News. She added that it would be important to ensure that Lee Hall appeared as a part of the North District. Councilwoman Scott indicated she wanted some synergy with what was already in the North District as the City moved forward.

Vice Mayor Vick suggested musical bands and markets as the City considered Pop-up Events, as this would attract people from other areas. She was excited to learn the City did not have to wait for all parcels to be assembled. She believed the Kmart site was a great location for Pop-up Events to occur.

Newport News Planning Commission Chair, Mr. Simmons, agreed with the comments made. He believe there was a lot of synergy; but expressed concern about the public’s safety as the City created new connections and a segue for the citizens. He indicated it was important to consider safety as the communities were created and walkability brought into the area. He also expressed concern about available services in the area of the Grissom Library. He believed there were opportunities in that area for the EDA/IDA to consider acquiring property that would enhance the library or even expansion of the site. Chairman Simmons agreed with Councilwoman Scott that the Lee Hall community seemed to be forgotten, and should be connected to the DWAP moving forward. He expressed appreciation to the Planning staff and ideas being suggested to enhance the quality of life for the citizens in the City of Newport News.

City Manager Rohlf reminded that the meeting was about the DWAP only. She advised that staff was in the process of updating the Lee Hall Area Plan. It had been 25 years since City Council signed off on the Lee Hall Area Plan. City Manager Rohlf advised that some parts of the Plan were out of date and would not happen. Staff would be reviewing the process in conjunction with the DWAP. She advised that developers had expressed an interest in the Lee Hall area. City Manager Rohlf thought the DWAP was great, but advised that interest must be generated before businesses would step forward. She mentioned that Pop-up Events were discussed often. She envisioned Pop-up Events beginning immediately, energizing the Kmart site, by adding sod, installing lights, having something done with the old Kmart building, such as getting children to decorate the outside or having an art contest. City Manager Rohlf indicated that some things could happen relatively quickly, but citizens must feel comfortable to venture in
the area, as opposed to driving by. She felt the way to fix that was to have energize the area and have activities. She suggested an afternoon jazz session or a similar activity on a Saturday or Sunday. Regarding connectivity, City Manager Rohlf advised that it was not only connectivity in the DWAP, but throughout the City. She shared a conversation with the Director of Planning about connecting the Denbigh area somehow to the City Farm Park. It would not be an easy task, but there was a route making it possible with some of the narrow roadways.

City Manager Rohlf questioned the method needed to open up amenities, encouraging citizens to take advantage of those amenities as well. She felt it was important to get other developers and businesses interested in an effort to plan long-range projects, but to do what was necessary immediately to generate activity, particularly related to the planning phase for the Grissom Library and the Fire Station.

Vice Mayor Vick suggested a celebration of the Hampton Roads Transit incorporating the bus system in an event; i.e., “Fun Day in Newport News as we ride HRT,” which would bring people out of their cars to the celebration, particularly since the City allocated millions of dollars to support HRT.

WRT Consultant, Ms. Blankin added, in terms of connectivity, the area of Old Courthouse Way was looked at to alleviate traffic and move it off of Warwick Boulevard, maneuvering though other roadways and creating other connections. She also suggested making similar connections/multi-modal through bike or pedestrian connections. Ms. Blankin added, with the Kmart site, one proposal created a multi-use trail across the rear that ran along the Stoney Run corridor, in an effort to take advantage of beautiful, scenic views. The hope was that the trail would extend across Warwick Boulevard and pick up Old Courthouse Way. A stronger connection with bikes and pedestrians across the east-west connections to the neighborhood were also considered. With Atkinson Boulevard, Ms. Blankin recommended bike facilities in the long-term to ensure connectivity to other parts of the City and employment centers. She advised that the Sherwood and Kmart sites were focused on to create a mixed-use center, with a variety of housing and services, in an effort to promote links to the existing public transit, which ran along Warwick Boulevard.

City Manager Rohlf advised there had been discussions on the staff level about various initiatives, such as activating the Kmart site. She encouraged other suggestions or thoughts as far as activities and attractions to give the area a sense of place within the community. She welcomed feedback and hearing from the public about other opportunities to consider.

Councilwoman Scott recalled carnivals held on the site of the old Kmart, to include rides, pony rides, and fun family type activities. She added that car shows were also a big deal in the Denbigh area in the parking lots of restaurants or parks. She believed that car shows would be great because they brought families out. She suggested reflecting on Historic Denbigh, and have people resurrect historical artifacts, particularly tractors, as Denbigh was once a rural area. She recalled being in Luray, Virginia, and attending one of the largest events in the town,
with old cars, tractors, and bicycles. She suggested adding food to the event, which would make it an even grander event, with something for the children, making it a great family event. She advised that more people could be attracted to a family event than an individual event, which was her experience as she travelled around the United States to other areas with the National League of Cities.

EDA/IDA Vice-Chair, Jennifer Smith-Brown, observed numerous vacant offices and businesses, as well as retail units along the Denbigh corridor. She expressed appreciation for what the City was doing to revitalize the Denbigh community. She shared that her family came to Newport News in 1997 and began their business on Denbigh Boulevard, making the community special to her family. Seeing the decline in the market was not easy to experience, but when one observed it, one had to also acknowledge the potential. Vice-Chair Smith-Brown advised that she would be interested to hear the feedback and take-a-ways the consultants received from the local businesses owners incorporated into the DWAP to help other businesses flourish. She stated the City could build it but they would not necessarily come; and as a business owner, she was not willing to build without some assurances that there was sustainability in the community.

Mr. Kim shared, the first questions he always asked a Korean-American business owner was “What are you doing here?” He stated their usual response was “Because of the economy around Fort Eustis.” Mr. Kim indicated, in response to that statement, the plan was to make sure that the economic revitalization component of the plan, as it related to Fort Eustis being an economic engine and making sure the connections to Fort Eustis were identified. One Korean-American business owner of a small grocery store advised most of his customer were not Korean. Mr. Kim was surprised, but indicated it showed how diverse and open the community was.

EDA/IDA Chairman Bell advised that everyone should be cognizant that business decisions were prominently demographically driven. The residential neighborhoods should be supported because businesses look for rooftops and income. The City needed strong residential neighborhoods in order to have any commercial revitalization. The businesses would come because of the people, the community and the disposable income to have the ability to buy the goods and services. Mr. Bell indicated this was the case of Ms. Smith-Brown’s statement regarding her business. One had to have a community to service, that had money to spend on what was available. Everything done had to support the ability to grow the residential communities and their activities, and to show support to avoid those communities becoming blighted.

Planning Commissioner Sharyn Fox concurred with Councilwoman Scott’s idea about a car show, which was a great way to establish and build interest and vibe in the community at the Kmart site. Commissioner Fox suggested food truck competitions, which was one of the most popular activities in the area. With a diverse population, there was a great opportunity to share different foods and cultures. She suggested a “bounce house” for children, which should not be very expensive. It was necessary to think about the City’s demographics and attracting people back into the area.
Planning Commissioner, Elizabeth Willis, advised that there had been discussions about transportation and connectivity, but nothing was mentioned about benches. She indicated that people could only walk so far before getting tired. Many bus tops did not have benches, and people were left to stand while waiting a bus. Commissioner Willis indicated there were benches situated along the trails in the Kiln Creek neighborhood. She shared that she had travelled to a large city, with benches or some kind of art to sit on, allowing people to talk, and stop to observe the environment. She recalled the carnival that had come to the Kmart site, in years past, which was always a fun and exciting time. Inviting a carnival back, or having an event monthly, such as a car show or pop-up event, would help to attract people to the area.

Councilwoman Woodbury shared that she had an occasion to visit the Virginia State Fair, and there were a plethora of activities for families, such as rides, food, and dog shows. There were many small attractions that would be ideal for the Kmart site. She suggested contacting some of the coordinators.

Councilwoman Scott shared on a trip to Chicago, she attended an event entitled, “A Taste of Chicago,” which was held in a large shopping center, with many different foods, to include ice cream smoothies, and ices. She suggested that the Kmart site would be the perfect place, and it could be entitled, “A Taste of Newport News.”

Ms. Hopkins thanked members of the Newport News City Council, Newport News Planning Commission, and the Newport News EDA/IDA for their attendance and participation. She advised the July 16, 2019 was the beginning of the public comment period for the draft DWAP. She invited citizens to review the plan, visit the website mnva.gov/2401/Denbigh-Warwick-Area-Plan. To share feedback or ask questions, contact Angela Hopkins at 926-8077 or hopinsay@mnva.gov. The public comment period was open from July 16, 2019 to July 31, 2019. Once comments were received and reviewed, a final document would be prepared for the Public Hearing process for the Planning Commission and the City Council, which was tentatively scheduled for September or October 2019.

**Adjournments:**

Mayor Price adjourned the July 16, 2019 Special Meeting of the Newport News City Council.

Planning Commission Chairman, Mr. Daniel L. Simmons, Jr., adjourned the July 16, 2019 Special Meeting of the Newport News Planning Commission.

EDA/IDA Chairman, Mr. Alonzo R. Bell, Jr., adjourned the July 16, 2019 Special Meeting of the Newport News Economic Development Authority/Industrial Development Authority.
THERE BEING NO FURTHER BUSINESS,
ON MOTION, COUNCIL ADJOURNED AT 3:34 P.M.

Mabel Washington Jenkins
Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, teste:

City Clerk
5. Ordinance Amending City Code, Chapter 15, Elections; Article I., Voting Precincts; Section 15-47, Voting Places in Respective Voting Precincts

**ACTION:** A REQUEST TO ADOPT AN ORDINANCE AMENDING CITY CODE, CHAPTER 15, ELECTIONS; ARTICLE I., VOTING PRECINCTS; SECTION 15-47, VOTING PLACES IN RESPECTIVE VOTING PRECINCTS; THEREBY AUTHORIZING THE RELOCATION OF THE WILSON PRECINCT FROM PANDORA LODGE TO IVY BAPTIST CHURCH.

**BACKGROUND:**
- The Newport News Electoral Board has recommended the relocation of the Wilson Precinct from the Pandora Lodge because of the deterioration of the facility.
- The Board's proposal is to relocate the precinct to Ivy Baptist Church.
- The voters will be notified of the relocation and proper signage will be placed at the old polling location.
- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
- Memo to HCC re Wilson Voting Precinct Relocation 8 7 19
- Ivy Baptist Church Map 8.13.19
- Amend Chp 15 Sec 15-47 Relocate Wilson Precinct to Ivy Baptist
TO: The Honorable City Council
FROM: City Manager
SUBJECT: Voting Precinct Relocation

The Newport News Electoral Board is requesting an Ordinance change to relocate the Wilson Voting Precinct from Pandora Lodge, located at 239 Buxton Avenue to Ivy Baptist Church, located at 50 Maple Avenue. The relocation is to be effective for the November 5, 2019 General Election.

This relocation is required due to the deterioration of Pandora Lodge. Obtaining access to the building to deliver and pick up the voting equipment is also problematic. The Electoral Board has obtained permission from Pastor Kevin Swann to utilize Ivy Baptist Church as the new polling location. This church has an activity room with a separate entrance and exist that will assist with good voter flow upon entering and exiting the room. There is ample parking close to the building for voters.

These voters will be notified of the relocation prior to the November 5, 2019 General Election.

I recommend approval.

[Signature]

Cynthia R. Rohlf

CDR:jlt

Attachments

cc: Vickie V. Lewis, General Registrar, Voter Registrar
ORDINANCE NO. __________

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 15, ELECTIONS, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE I., VOTING PRECINCTS, SECTION 15-47, VOTING PLACES IN RESPECTIVE VOTING PRECINCTS.

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

1. That Chapter 15, Elections, of the Code of the City of Newport News, Virginia, Article I., Voting Precincts, Section 15-47, Voting places in respective voting precincts, be, and the same hereby is, amended and reordained as follows:

CHAPTER 15

ELECTIONS

ARTICLE I. VOTING PRECINCTS

Sec. 15-47. Voting places in respective voting precincts.

<table>
<thead>
<tr>
<th>Voting Precinct</th>
<th>Voting Place</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Bland</td>
<td>G. J. McIntosh Elementary School Richneck Road</td>
</tr>
<tr>
<td>(2) Boulevard</td>
<td>Knights of Columbus Building 12742 Nettles Drive</td>
</tr>
<tr>
<td>(3) Briarfield</td>
<td>An Achievable Dream Middle and High School 5720 Marshall Avenue</td>
</tr>
<tr>
<td>(4) Carver</td>
<td>Carver Elementary School 6160 Jefferson Avenue</td>
</tr>
<tr>
<td>(5) Charles</td>
<td>B. C. Charles Elementary School 701 Menchville Road</td>
</tr>
<tr>
<td>(6) Chestnut</td>
<td>Dochiki Club 2705 Chestnut Avenue</td>
</tr>
<tr>
<td></td>
<td>Location</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>7</td>
<td>Deep Creek Moose Lodge</td>
</tr>
<tr>
<td>8</td>
<td>Deer Park Deer Park Elementary</td>
</tr>
<tr>
<td>9</td>
<td>Denbigh Courthouse Way Community</td>
</tr>
<tr>
<td>10</td>
<td>Downtown City Council Chambers</td>
</tr>
<tr>
<td>11</td>
<td>Dunbar An Achievable Dream Academy</td>
</tr>
<tr>
<td>12</td>
<td>Epes Horace H. Epes Elementary</td>
</tr>
<tr>
<td>13</td>
<td>Greenwood Greenwood Elementary</td>
</tr>
<tr>
<td>14</td>
<td>Hidenwood Hidenwood Elementary</td>
</tr>
<tr>
<td>15</td>
<td>Hilton Main Street Library</td>
</tr>
<tr>
<td>16</td>
<td>Huntington Dorie Miller Community</td>
</tr>
<tr>
<td>17</td>
<td>Jefferson Marshall Courts</td>
</tr>
<tr>
<td>18</td>
<td>Jenkins Jenkins Elementary School</td>
</tr>
<tr>
<td>19</td>
<td>Kiln Creek Kiln Creek Parkway</td>
</tr>
<tr>
<td>20</td>
<td>Lee Hall Lee Hall Elementary</td>
</tr>
<tr>
<td>21</td>
<td>Magruder Discovery STEM Academy</td>
</tr>
<tr>
<td>22</td>
<td>Marshall John Marshall Elementary</td>
</tr>
</tbody>
</table>
| (23) McIntosh       | George J. McIntosh Elementary School  
|                    | 185 Richneck Road               |
| (24) Nelson        | R. O. Nelson Elementary School  
|                    | 826 Moyer Road                  |
| (25) Newmarket     | American Legion Post 25         
|                    | 7609 Marshall Avenue            |
| (26) Newsome Park  | Newsome Park Elementary School  
|                    | 4200 Marshall Avenue            |
| (27) Oyster Point  | Yates Elementary School         
|                    | 75 Maxwell Lane                 |
| (28) Palmer        | Lutrell F. Palmer Elementary School 
|                    | 100 Palmer Lane                 |
| (29) Reed          | Downing-Gross Cultural Center   
|                    | 2410 Wickham Avenue             |
| (30) Reservoir     | Denbigh Early Childhood Center  
|                    | 15638 Warwick Boulevard         |
| (31) Richneck      | Richneck Elementary School      
|                    | Tyner Drive                     |
| (32) River         | Virginia War Museum             
|                    | 9285 Warwick Boulevard          |
| (33) Riverside     | Riverside Elementary School     
|                    | 1100 Country Club Road          |
| (34) Riverview     | Riverview Gymnastics Center     
|                    | 125 City Farm Road              |
| (35) Sanford       | Sanford Elementary School       
|                    | 480 Colony Road                 |
| (36) Saunders      | Saunders Elementary School      
|                    | 853 Harpersville Road           |
| (37) Sedgefield    | Sedgefield Elementary School    
|                    | 804 Main Street                 |
| (38) South Morrison | South Morrison Adult Learning School 
<p>|                    | 746 Adams Drive                 |</p>
<table>
<thead>
<tr>
<th>Number</th>
<th>Community</th>
<th>Location 1</th>
<th>Location 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>39</td>
<td>Warwick</td>
<td>Warwick Recreation Center</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>51 Copeland Lane</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Washington</td>
<td>Booker T. Washington Middle School</td>
<td>3700 Chestnut Avenue</td>
</tr>
<tr>
<td>41</td>
<td>Watkins</td>
<td>Watkins Early Childhood Center</td>
<td>21 Burns Drive</td>
</tr>
<tr>
<td>42</td>
<td>Wellesley</td>
<td>The Hidenwood</td>
<td>50 Wellesley Drive</td>
</tr>
<tr>
<td>43</td>
<td>Wilson</td>
<td>Pandora Lodge #2Ivy Baptist Church</td>
<td>239 Buxton Avenue50 Maple Avenue</td>
</tr>
<tr>
<td>44</td>
<td>Windsor</td>
<td>Stevens Memorial Baptist Church</td>
<td>224 Richneck Road</td>
</tr>
<tr>
<td>45</td>
<td>Yates</td>
<td>Yates Elementary School</td>
<td>75 Maxwell Lane</td>
</tr>
</tbody>
</table>

2. That this ordinance shall be in effect on and after the date of its adoption, August 13, 2019.
G. Other City Council Actions

1. Resolution Authorizing and Directing the City Manager to Execute a Lease By and Between the City of Newport News, Virginia and Blue Canon, LLC, for General Office/Storage Space Located at 802 Blue Crab Road, Suite 500

ACTION: A REQUEST TO APPROVE A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND BLUE CANON LLC, FOR GENERAL OFFICE/WAREHOUSE SPACE LOCATED AT 802 BLUE CRAB ROAD, SUITE 500.

BACKGROUND: • The Department of Parks, Recreation & Tourism currently leases six separate commercial storage units for storage of a variety of materials, equipment and supplies associated with annual events, festivals and related activities.

• The Department is recommending consolidating the materials and equipment currently stored in the six commercial units to a single climate-controlled (air conditioned) unit.

• The recommended storage unit provides a number of benefits over the existing storage facilities including climate control, 200 additional square feet of storage, increased vertical storage capability, easier access with multiple entryways and a 12' bay door (the current units have 8' doors).

• Located at City Center, the recommended storage unit is more centralized and convenient to event venues and would help improve staff efficiency in accessing and transporting event supplies, equipment, and materials.

FISCAL IMPACT: • The lease would commence on October 1, 2019 and run for a period of five (5) years. Rent would begin in Year 1 at $1,417 per month and increase by approximately five percent (5%) in each successive year. Funding would come from discontinuation of the existing six storage facility leases.

The additional expenditure for storage of approximately $1,600 per year would come from the Department's General Operating Budget allocation for Special Events.
• The difference is expected to be offset by increased efficiencies and better protection of stored equipment and materials that are anticipated with the consolidation of storage units and the climate controlled environment for supplies.

• The City Manager recommends approval.

ATTACHMENTS:
Description
Memo to HCC re Special Events Storage Lease 8.7.19
Auth Lease of Storage Space - Blue Canon LLC 802 Blue Crab Rd Ste 500
In an effort to increase operating efficiency, the Department of Parks, Recreation & Tourism is interested in consolidating six separate commercial storage units they are currently renting into one climate-controlled unit located at 802 Blue Crab Road, Suite 500. This unit is within walking distance (less than ½ mile) from the Department’s Special Events administrative offices and is directly adjacent to the unit located at 802 Blue Crab Road, Suite 400, that the Department recently leased for storing the equipment for the City’s annual holiday light show.

The recommended unit at 802 Blue Crab Road offers a number of benefits over the existing storage facilities including:

- Additional, needed, storage space;
- Consolidation of storage facilities for better equipment and materials management;
- Convenience to existing Parks, Recreation & Tourism offices at City Center;
- Climate control for improved preservation of supplies and materials; and,
- Larger garage door for easier loading/unloading of equipment and materials.

The proposed storage space also offers a climate-controlled restroom, utility sink and office, which would offer increased benefits for Special Events’ staff during event setup.

The lease agreement starts out at $1,417/month in year one and increases by approximately five percent (5%) in each of the next four years. While pricing is fixed for the noted five-year period, the lease is actually a year-to-year agreement, which allows the City to discontinue the arrangement with a 90-day notice before the start of each new annual leasing cycle.

The difference in rental cost between our current six units and the proposed storage space is approximately $1,600/year, which can be absorbed in the Department’s General Fund allocation for Special Events.
A copy of the proposed lease is attached. Your consideration of this request is appreciated.

I recommend approval.

__________________
Cynthia D. Rohlf

Attachment

cc: Ralph L. Clayton, Assistant City Manager
    Michael D. Poplawski, Director, Department of Parks, Recreation & Tourism
RESOLUTION NO. _________

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN LEASE BY AND BETWEEN BLUE CANON, LLC, AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED AUGUST 13, 2019, FOR GENERAL OFFICE/WAREHOUSE SPACE AT 802 BLUE CRAB ROAD, SUITE 500, IN THE CITY OF NEWPORT NEWS, VIRGINIA.

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

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Lease by and between Blue Canon, LLC, and the City of Newport News, Virginia, dated August 13, 2019, for general office/warehouse space at 802 Blue Crab Road, Suite 500, in the City of Newport News, Virginia.

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

3. This resolution shall be in effect on and after the date of its adoption, August 13, 2019.
Lease

THIS LEASE submitted for Tenant signature this the 13th day of August, 2019, by and between Blue Canon, LLC herein referred to as “Landlord”; and City of Newport News, Virginia, herein referred to as “Tenant”.

- WITNESSETH -

PREMISES: Landlord does hereby lease to Tenant and Tenant does hereby rent from Landlord, the following described real property: Suite 500 (herein referred to as “Leased Premises” or “Demised Premises”) with a street address of 802 Blue Crab Road, being part of the building or complex of buildings and appurtenances (“Building”) and its Common Areas which is located in the City of Newport News, said Premises containing approximately 2,000 square feet of gross floor area as shown on Exhibit A.

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

TERM: The term of this lease shall be for 1 year and shall commence on November 1, 2019 (“Commencement Date”) and end on October 31, 2020 (“Termination Date”). Unless Landlord gives Tenant, or Tenant gives Landlord, written notice of an intention to terminate this Lease at least ninety (90) days before the end of the original or any renewal term of this lease, then until terminated by such notice, this Lease shall renew itself year to year, subject to all covenants, provisions and conditions herein contained. Except where the context clearly requires otherwise, the word "term", whenever used in the Lease with reference to the duration hereof, shall be construed to include any renewal term as well as the original term.

1. BASE RENT AND COMMON AREA CHARGES: Tenant agrees to pay Landlord as rent for the Premises a monthly Base Rent and Common Area Charges as follows during the initial Lease term and the first four renewal terms, if exercised:

   11/1/19 - 10/31/20: One Thousand Four Hundred Seventeen and 00/100 Dollars ($1,417.00) per month.
   11/1/20 - 10/31/21: One Thousand Four Hundred Fifty Nine and 00/100 Dollars ($1,459.00) per month.
   11/1/21 - 10/31/22: One Thousand Five Hundred Three and 00/100 Dollars ($1,503.00) per month.
   11/1/22 - 10/31/23: One Thousand Five Hundred Forty Eight and 00/100 Dollars ($1,548.00) per month.
   11/1/23 - 10/31/24: One Thousand Five Hundred Ninety Four and 00/100 Dollars ($1,594.00) per month.

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

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

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

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

3. SECURITY DEPOSIT: Intentionally Deleted

4. COMMON AREA CHARGES, UTILITIES:

Tenant shall promptly pay as Common Area Charges all charges when due for electricity, water and sewerage, trash, and other utility charges and utility taxes in connection with the use of the Demised Premises. Tenant is part of a common water system. Tenant agrees to reimburse Landlord, for water and sewer charges, based upon Landlord estimates for Tenant. Further, Landlord reserves the right to install and read sub meters for individual Tenant Premises, when on a
common water system and to invoice Tenant for its water consumption. Landlord shall, in no event, be liable for any interruption or failure in supply of any such utilities to the Premises. Property is on common trash service, and tenant agrees to pay its pro-rata share of the dumpster service provided to the building. Tenant's electrical system has a subpanel from the adjacent Tenant in Suite 400, also occupied by the City of Newport News. With the commencement of this Lease Tenant shall assume the electric charge for the use of both suites electricity for such time as Tenant occupies both suites. These Common Area Charges shall collectively be estimated at $102 per month in the first lease year, and shall increase by 3% annually.

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

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

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

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

Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than the Tenant, without the prior written consent of the Landlord, the Landlord is permitted to collect Rent directly from the assignee, subtenant or occupant and otherwise enforce this Lease against such entity, and to apply the net amount collected to all Rent herein due and reserved, but the application of same Rent shall not be regarded as implied or written consent to any assignment or sublease. Collection of Rent shall not be deemed a waiver of the covenants contained in this Article 7. The acceptance of the assignee, subtenant or occupant as Tenant does not constitute a release of the performance of the covenants required to be performed by Tenant.

8. CONTINUOUS OPERATION: Intentionally omitted.

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

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

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

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

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

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

11. E StoppeL CERTIFICATE: Tenant shall, from time to time and within ten (10) days after request therefore by or on behalf of the Landlord, execute, acknowledge and deliver to the Landlord or its Agent a written E StoppeL Certificate in recordable form. The E StoppeL Certificate shall certify to the Landlord, its Mortgagee or other party designated by the Landlord, as of the date of such E StoppeL Certificate that (a) the Tenant is in possession of Leased Premises and is currently paying the Base Rent and Additional Rent reserved hereunder; (b) the following Lease dates are and have been established: the Commencement Date and Termination Date of the Lease and the date upon which the Tenant started to pay rent; (c) that this Lease is unmodified and in full force and effect, or if there have been modifications, that the same are in full force and effect as modified and setting forth such modifications; (d) that there are no existing set-offs or defenses against the enforcement of any rights or remedies of the Landlord, or any duty or obligation of the Tenant, hereunder, and if so, specify the same in detail; and (e) that the Tenant has no knowledge of any event having occurred that will authorize the termination of this Lease by the Tenant, or that the Tenant has no knowledge of any uncured defaults on the part of the Landlord under this Lease, or if the Tenant has such knowledge, specifying the same in detail.

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

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

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

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

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

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

Per the requirements of this Article, the Tenant agrees to obtain and maintain from a reputable company (or using its own certified HVAC technician) a service maintenance contract on the HVAC system and furnish the Landlord or its Agent with a copy of said contract at Landlord’s request. Near the end of its tenancy and upon the written request of the Landlord, Tenant shall forward copies of all inspection and service reports by its HVAC contractor to the Landlord or its Agent, stating in detail the condition of the HVAC system. In lieu of hiring an HVAC contractor, Tenant may elect to provide maintenance to the HVAC system via its own qualified employees. Any necessary repairs or replacements indicated by such report, in order to place the system in a good, workmanlike condition, shall be made by Tenant at Tenant’s expense. Landlord reserves the option, at Landlord’s expense, to have contractor of its choice to inspect the system for the purpose of determining any necessary steps to be taken by Tenant to place the system in a good, working condition. Notwithstanding anything in this Section 17 to the contrary, Landlord warrants the HVAC system for the first 180 days of the Lease. Thereafter, provided Tenant is in compliance with this Section 17, Tenant shall be responsible for the first $750 of repairs to the HVAC system per unit per year, and Landlord shall be responsible for either paying the remainder, or utilizing its contractor to effect repairs to the unit.

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

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

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

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

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

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

(g) Tenant shall not make any use of the Premises which would make voidable or void any policy of fire or extended coverage insurance covering any of the Buildings, the Development or Park or cause the Premises to become uninsurable. Tenant covenants that, without prior written consent of the Landlord, Tenant will not do anything which will increase the rate of fire insurance premium on the building. If by reason of any use by Tenant of the Premises or the keeping by Tenant of any flammable substances in the Premises, the hazardous insurance premiums or policies maintained by landlord shall be increased over normal rates for Office/Warehouse space in the Development, the amount of the increase in the Landlord insurance premium shall be paid to Landlord by Tenant from time to time on demand. Tenant hereby covenants that it shall cease and desist any activity so affecting the insurability of the Building, the Development or Park upon written demand of the Landlord.
(h) Tenant will not use nor permit to be used any advertising medium or device such as audio broadcast, loudspeaker, radio, public address system, remote radio station, or flashing or digital reader sign, without the prior written consent of the Landlord.

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

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

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

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

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

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

20. LANDLORD INSPECTION AND ACCESS: Landlord or its Agent, employees and/or contractors shall have the right to enter the Premises at any reasonable time to examine the same, to show the Premises to prospective purchasers, lenders, or prospective tenants of the Premises; and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary, Landlord or its Agent may, in the case of emergency, or if the Premises are unsecured and temporarily unoccupied, forcibly enter or secure the same, or take such other steps to address the emergency that Landlord deems appropriate, without rendering Landlord or Agent liable therefor. Otherwise, all such work and installation shall be done, so far as practical, so as not to unreasonably interfere with Tenant’s use of the Premises. Tenant also hereby grants unto Landlord and its Agent the right, within four (4) months prior to the termination of said Lease Term, to post and to remain thereon without hindrance or destruction, the usual notice of “For Rent” on the front glass, yard, or walls of said Premises. The exercise of any of these reserved rights by Landlord shall not be deemed as an eviction or disturbance of Tenants use, possession and quiet enjoyment of the Premises, and shall never render Landlord liable in any manner to Tenant or any other person.

21. WAIVER OF SUBROGATION: Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss of use, or damage to, either party’s property, to the extent that such loss or damage is insured by their insurance policy. The provisions of this clause shall not apply in those instances in which waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible.

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

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

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

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

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

(b) By Landlord: Landlord shall be in default if Landlord fails to substantially observe or perform Landlord’s covenants, conditions, agreements, or obligations contained in this Lease and such failure continues uncorrected for a period of five (5) days after notice thereof in writing from Tenant to Landlord, except with regard to matters for which compliance cannot be completed within such five (5) days, provided Landlord promptly commence, and pursues diligently and in good faith, actions required for compliance.

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

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

(b) Of Tenant: In the event of Landlord Default, Tenant may, in addition to any other remedy available to Tenant under the law, give notice to Landlord that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than thirty (30) days after the giving of such notice, and upon the date specified in such notice, this Lease shall terminate. All remedies of Tenant shall be cumulative.

29. Intentionally omitted.

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

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

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

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

33. EXCUSPATION: The term "Landlord" as used in this Lease means only the owner, for the time being or at the time of Lease execution by Tenant, of the building in which the Premises are located or the owner of a Lease of both said building and the land thereunder. Landlord shall be liable for the performance of its obligations hereunder only to the extent of Landlord's assets as they pertain to the Building, or the Leased Premises. The respective partners of the Landlord, their heirs, its Agent, its personal representatives, successors and assignees shall not be liable personally. Further, the liability of the Landlord shall not extend beyond the period of time of Landlord's ownership of the Premises.
34. **SUCCESSORS AND ASSIGNS:** All the terms, covenants and agreements of this Lease shall extend to and be binding upon the Landlord and be binding upon the Tenant and their respective heirs, administrators, executors, successors in interest or in title, assignees, subtenants, sublessees, concessionaires, marital communities, if any, and their respective assigns; and/or upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise. All the provisions, conditions and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

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

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

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

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

36. **INTENTIONALLY OMITTED.**

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

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

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

40. **ADDITIONAL PROVISIONS:**

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

(b) All major systems (HVAC, Plumbing, Electrical) shall be in good working order upon delivery to Tenant, however, if Tenant desires to rework HVAC systems within the premises, Landlord and Tenant agree to work together to minimize unnecessary or duplicated costs. Tenant acknowledges that the HVAC system in Suite 500 does not have a gas line attached, and is not providing heat to the space.

(c) It is understood and agreed between the parties hereto with respect to all payment obligations hereunder that Tenant shall be bound and obligated only to the extent that funds therefore shall have been appropriated for such purposes by the City Council of the City of Newport News.

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

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

II. In the above transaction, Agent shall receive their compensation from the Landlord exclusively.

III. The parties acknowledge that Michael Shapiro, Associate Broker for Drucker and Falk, LLC is also a member of Blue Canon, LLC.

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

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

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

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

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

TENANT: City of Newport News, Virginia

LANDLORD: Blue Canon, LLC

BY: ________________ BY: ________________
Cynthia D. Rohlf, City Manager Michael Shapiro, Managing Member
Date Date

TENANT'S TAX ID:

________________________________________________________________________

Attest:

City Clerk

Approved as to form:

City Attorney
EXHIBIT A

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

2. Resolution Endorsing the Submission of the Transportation Alternative Program (TAP) Grant Application for the Nettles Drive Sidewalk Improvement Project

**ACTIONS:** A REQUEST TO APPROVE A RESOLUTION ENDORSING THE CITY’S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION FOR THE NETTLES DRIVE SIDEWALK IMPROVEMENT PROJECT.

**BACKGROUND:**
- The Transportation Alternatives Program Federal Grant provides funding to improve pedestrian and bicycle facilities.
- The City is applying for funding to install a shared use path on Nettles Drive from Oyster Point Road to Pointer Circle.

**FISCAL IMPACT:**
- The total project value is $1,156,185; including a 20% City match of $231,237, and a grant request for $924,948.
- If our application is approved by the Commonwealth Transportation Board in June 2020, the City will receive $924,948.
- The City Manager recommends approval.

**ATTACHMENTS:**

Description
Memo to HCC re TAP Grant Nettles Dr Sidewalk Improvements 8.7.19
Attachment-Location Map-TAP Grant-Nettles Dr Improvements
Endorsing TAP Grant - Nettles Drive Sidewalk Improvements
TO: The Honorable City Council  
FROM: City Manager  
SUBJECT: Transportation Alternatives Program Grant Application FY2021 and FY2022 – Nettles Drive Sidewalk Improvements

City Council is requested to approve a resolution endorsing the City’s application for a Transportation Alternatives Program (TAP) Grant. This year, the City is applying for funds for one project, the Nettles Drive Sidewalk Improvement from Oyster Point Road to Pointer Circle.

This project will provide an eight-foot wide multi-use path on the east side of Nettles Drive, moving pedestrian traffic out of the travel lanes. The project will also provide connectivity to transit services on a functionally classified collector roadway. The total project value is $1,156,185; including a 20% City match of $231,237 and a grant request for $924,948.

Grant applications are due by October 1, 2019, and the Commonwealth Transportation Board will make a decision on funding by June 2020. If the application is approved design is anticipated to begin in Spring 2021 and construction in Spring 2023. City funds do not have to be appropriated at this time.

I recommend approval.

______________________________  
Cynthia D. Rohlf  

CDR:TSA:wjr  
Attachment

cc: Ralph L. Clayton, Assistant City Manager  
Everett Skipper, Director, Department of Engineering
PROPOSED NETTLES DRIVE MULTI-USE PATH
Oyster Point Road to Pointer Circle
RESOLUTION NO. ____________

A RESOLUTION ENDORSING A TRANSPORTATION ALTERNATIVES PROJECT FOR THE NETTLES DRIVE SIDEWALK IMPROVEMENT PROJECT - OYSTER POINT ROAD TO POINTER CIRCLE IN THE CITY OF NEWPORT NEWS.

WHEREAS, in accordance with the Commonwealth Transportation Board selection procedures, a local jurisdiction requesting that the Virginia Department of Transportation establish a Transportation Alternatives Project in such jurisdiction must pass a resolution authorizing the same; and

WHEREAS, the City of Newport News is seeking to develop a Transportation Alternatives project for the Nettles Drive Sidewalk Improvement Project - Oyster Point Road to Pointer Circle in the City of Newport News.

NOW, THEREFORE, BE IT RESOLVED, that the City of Newport News requests the Commonwealth Transportation Board to establish a Transportation Alternatives project for the Nettles Drive Sidewalk Improvement Project - Oyster Point Road to Pointer Circle in the City of Newport News, that is included as an implementation element of the City’s adopted comprehensive plan (One City, One Future 2040). The shared use path will also provide connectivity to transit services on a collector highway.

BE IT FURTHER RESOLVED, that the City of Newport News hereby agrees to provide a minimum 20 percent matching contribution for this project.

BE IT FURTHER RESOLVED, that the City of Newport News hereby agrees to enter into a project administration agreement with the Virginia Department of Transportation and provide the necessary oversight to ensure the project is developed in accordance with all state and federal requirements for design, right of way acquisition, and construction of a federally funded transportation project.

BE IT FURTHER RESOLVED, that the City of Newport News will be responsible for maintenance and operating costs of any facility constructed with Transportation Alternatives Program funds unless alternative arrangements are made with the Department of Transportation.

BE IT FURTHER RESOLVED, that if the City of Newport News subsequently elects to cancel this project, it hereby agrees to reimburse the Virginia Department of Transportation for the total amount of costs expended by the said Department through the date the Department is notified of such cancellation. The City of Newport News also agrees to repay any funds previously expended by the Virginia Department of Transportation for the project, in the event the Federal Highway Administration later deems such project to be ineligible for funding.
G. Other City Council Actions

3. Ordinance Amending and Reordaining City Code, Chapter 22, Library System; Article III., Law Library; Section 22-39, Availability of Books, Reports and Papers to Public and Removal of Same From Library

**ACTION:** A REQUEST TO ADOPT AN ORDINANCE AMENDING AND REORDAINING CITY CODE CHAPTER 22, LIBRARY SYSTEM; ARTICLE III., LAW LIBRARY; SECTION 22-39, AVAILABILITY OF BOOKS, REPORTS AND PAPERS TO PUBLIC AND REMOVAL OF SAME FROM LIBRARY.

**BACKGROUND:**
- The Law Library is a public law library, part of the Newport News Public Library System.
- The Law Library’s collection is non-circulating and cannot be removed from the premises, except by the following individuals: judges, the city attorney, any assistant city attorney, the commonwealth's attorney, and any assistant commonwealth's attorney.
- A revision is requested to City Code Section 22-39 to allow the chief magistrate or any magistrate to borrow books and legal research materials from the Law Library.
- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
Description
Memo to HCC re Law Library City Code 22-39 8.7.19
Amend Sec 22-39 adding Magistrates
TO: The Honorable City Council

FROM: City Manager

SUBJECT: Law Library

The Law Library, located at 2501 Washington Street, was established as a public law library to provide access to law books and legal research materials to the general public and legal professionals. Its collection is non-circulating and cannot be removed from the premises, except by the following individuals as outlined in Newport News City Code 22.39: judges, the city attorney, any assistant city attorney, the commonwealth's attorney, and any assistant commonwealth's attorney.

Magistrates are distinct from judges and are not referenced in the current law. The Chief Magistrate of Newport News and Hampton, who serves on the Newport News Public Library’s Law Library Advisory Board, suggested a change to Newport News City Code 22.39 to permit magistrates to borrow materials from the Law Library.

The Director of Libraries and Information Services supports this change to the City Code as it makes the Law Library’s collection more accessible and positions the Law Library to best support the information needs of legal professionals within Newport News.

I recommend approval.

______________________________
Cynthia D. Rohlf

CDR:SAA:jlt

cc: Alan K. Archer, Assistant City Manager
    Sonia Alcántara-Antoine, Director, Libraries and Information Services
ORDINANCE NO. _______________

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 22, LIBRARY SYSTEM, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE III., LAW LIBRARY, SECTION 22-39, AVAILABILITY OF BOOKS, REPORTS AND PAPERS TO PUBLIC AND REMOVAL OF SAME FROM LIBRARY.

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

1. That Chapter 22, Library System, of the Code of the City of Newport News, Virginia, Article III., Law Library, Section 22-39, Availability of books, reports and papers to public and removal of same from library, be, and the same hereby is, amended and reordained as follows:

CHAPTER 22

LIBRARY SYSTEM

ARTICLE III. LAW LIBRARY

Sec. 22-39. Availability of books, reports and papers to public and removal of same from library.

The books, reports and papers in the law library shall be made available, without cost, for use, research and reference by any citizen of the city. Such books, reports and papers shall not be removed from the library, except that books, reports and papers may be removed from the library upon written order of any of the judges of the courts of record or judges of courts not of record for temporary use by any of such judges, or by written request of the chief magistrate, any magistrate, the city attorney, any assistant city attorney, the commonwealth's attorney, any assistant commonwealth's attorney or the library director, for temporary use. After such authorized temporary use such books, reports, and papers shall be returned to the law library by the judge or other person who ordered or requested them or by any person ordered or directed by such judge.

2. That this ordinance shall be in effect on and after the date of its adoption, August 13, 2019.
G. Other City Council Actions

4. Ordinance Authorizing an Encroachment Upon the 23rd Street Right-of-Way and Authorizing the City Manager to Execute an Encroachment Agreement Between the City of Newport News, Virginia and Railhouse, LLC

**ACTION:** A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING AN ENCROACHMENT UPON THE 23RD STREET RIGHT-OF-WAY AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENCROACHMENT AGREEMENT BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND RAILHOUSE, LLC, FOR PROPERTY LOCATED AT 206 23RD STREET.

**BACKGROUND:**
- Railhouse, LLC (Railhouse), owns a parcel of real estate in the City of Newport News known as 206 23rd Street, Newport News, Virginia.
- The right-of-way in this area is immediately adjacent to the face of the building.
- Railhouse has asked for an encroachment to allow it to construct an awning extending from the building into the right-of-way.
- This encroachment does not cause undue public danger or inconvenience and has no adverse effects on the maintenance of the right-of-way.
- Terms incorporated in the Encroachment Agreement include revocation by the City and requirements for insurance and maintenance.
- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
Description
Memo to HCC re Railhouse 23rd St Awning Encroachment 8.7.19
Attachment-Location Map-Railhouse 23rd Street Awning Encroachment
206 23rd Street Encroachment Rendering 8.7.16
Auth Encroachment Agmt-Railhouse LLC 206 23rd St
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

August 7, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Ordinance for Encroachment Agreement – Railhouse, LLC

City Council is requested to adopt an Ordinance authorizing the City Manager to execute an Encroachment Agreement between the City of Newport News and Railhouse, LLC.

Railhouse, LLC (Railhouse) owns a parcel of real estate known as 206 23rd Street, Newport News, Virginia. The right-of-way in this area is immediately adjacent to the face of the building. Railhouse has asked for an encroachment to allow it to construct an awning extending from the building into the right-of-way.

This encroachment does not cause undue public danger or inconvenience, and has no adverse effects on the maintenance of the right-of-way. Terms incorporated in the Encroachment Agreement include revocation by the City and requirements for insurance and maintenance.

I recommend approval.

Cynthia D. Rohlf

CDR:EPS:wjr

Attachment

cc: Everett Skipper, Director, Department of Engineering
206 TWENTY-THIRD STREET
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING AN ENCROACHMENT UPON THE 23rd STREET RIGHT OF WAY IN THE CITY OF NEWPORT NEWS, AS MORE PARTICULARLY SET FORTH HEREIN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENCROACHMENT AGREEMENT BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND RAILHOUSE, LLC.

WHEREAS, the Council of the City of Newport News, Virginia is authorized pursuant to Virginia Code §15.2-2009 and Va. Code §15.2-2011 to permit encroachments upon certain public ways within the City of Newport News, Virginia; and

WHEREAS, Railhouse, LLC ("Railhouse"), owns a parcel of real estate in the City of Newport News known as 206 23rd Street, Newport News, Virginia (Tax ID No.315010319) ("the Property"); and

WHEREAS, the City obtained title to an sixty foot right-of-way upon execution and recording of a plat entitled, "MAP OF THE CITY OF NEWPORT NEWS, VIRGINIA," duly of record in the Clerk’s Office of the Circuit Court of the City of Newport News, Virginia, Plat Book 1, page 4; and

WHEREAS, Railhouse has asked for an encroachment to allow it to construct an awning within the right-of-way just to the west of the paved surface, which appear in the proposed Encroachment Agreement and attachments as Exhibit 1; and

WHEREAS, this encroachment can be facilitated without causing undue public danger or inconvenience, and with no adverse effects on the maintenance of the right-of-way, given the terms incorporated in the Encroachment Agreement; and

WHEREAS, Railhouse has requested that City Council authorize the encroachment and the execution of the Encroachment Agreement; and

WHEREAS, the City Manager recommends that the Council authorize the encroachment requested by Railhouse and authorize the execution of the Encroachment Agreement.

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

1. That it desires to, and hereby does, authorize a non-permanent, revocable encroachment upon the right-of-way.

2. That the non-permanent, revocable encroachment is authorized subject to compliance by the parties with the terms of the Encroachment Agreement between the City of Newport News, Virginia and Railhouse, LLC.
3. 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 Encroachment Agreement between the City of Newport News, Virginia and Railhouse, a copy of which is attached hereto and made a part hereof.

4. That a copy of this ordinance and the Encroachment Agreement be recorded in the Clerk’s Office of the Circuit Court of the City of Newport News, Virginia.

5. That this ordinance be in effect on and after the date of its adoption, August 13, 2019.
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (the "Agreement") is made and entered into as of August __________, 2019, by the CITY OF NEWPORT NEWS, VIRGINIA, a municipal corporation in the Commonwealth of Virginia whose mailing address is 2400 Washington Avenue, Newport News, Virginia 23607 (hereinafter referred to as "Grantor"), in favor of RAILHOUSE, LLC, 208 W. 25th Street, Norfolk, VA 23517 (hereinafter referred to as "Grantee"). The property at issue is located at 206 23rd Street, Newport News, VA 23607, Newport News, Virginia 23607, Tax ID No. 315.01-03-19.

WITNESSETH:

WHEREAS, Grantor owns the property known as the 23rd Street Right-of-way

WHEREAS, Grantor obtained title to an sixty foot right-of-way upon execution and recording of a plat entitled, “MAP OF THE CITY OF NEWPORT NEWS, VIRGINIA,” duly of record in the Clerk’s Office of the Circuit Court of the City of Newport News, Virginia, Plat Book 1, page 4; and

WHEREAS, Grantee acquired the property by deed from Duefer Enterprises, LLC, Grantor, dated September 6, 2018, and recorded as Instrument number 180013699 on October 18, 2018; and
WHEREAS, Grantee wishes to install an awning attached to the property that will extend over the sidewalk at the North end of the building; and

WHEREAS, a copy of the survey of the property showing the location of the proposed awning is attached as Exhibit A to the Agreement; and

WHEREAS, Grantor, at the request of the Grantee, is willing to enter into this Encroachment Agreement with Grantee; and

WHEREAS, the City Council of the City of Newport News approved execution by the City Manager of the Agreement following a public hearing on August 13, 2019.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantee, Grantor and Grantee do hereby agree as follows:

1. **Acknowledgement and Agreement Regarding Encroachment.** Grantor does hereby consent to the Encroachment, pursuant to Va. Code §15.2-2009 and §15.2-2011, and hereby agrees to allow Grantee permission to install and maintain the awning which are located within the Existing Right of Way provided such use does not interfere with the safe and efficient construction, operation, maintenance or use of Grantor’s sidewalk, water mains, pipes, laterals, and appurtenances ("Grantor’s Facilities"), nor contaminate the area, and further provided that such use is not inconsistent with any laws, ordinances, regulations or codes pertaining to the construction, operation or maintenance of Grantor’s Facilities.

2. **Defective Condition.** If the Encroachment is determined by the Grantor to be in such a defective condition as to cause damage to or to otherwise adversely affect Grantor’s Facilities and the safety and health of pedestrians using the sidewalk and the general safety and health of the public, within the existing Right-of-way, Grantee shall cause the condition to be corrected, remedied or removed at no expense to Grantor within thirty (30) days after written notification by Grantor. Grantee agrees to reimburse Grantor all costs incurred by Grantor in repairing any damage to Grantor’s Facilities arising out of the use of the Encroachment within thirty (30) days of receiving an invoice from Grantor for such costs.

3. **Indemnity.** The Grantees hereby agrees to defend, indemnify and save harmless the Grantor and its agents, officials, and employees from any and all claims, demands, damages, including death, and liability of every kind and nature whatsoever for, on account of, or arising out of the use of the Encroachment under the consent hereby granted, except to the extent caused by the gross negligence or willful misconduct of Grantor.
4. **Insurance.** The Grantees will maintain general liability coverage endorsed to name the Grantor as an additional insured, and shall continue to provide the Grantor with updated certificates upon each renewal of the coverage. Failure to renew within thirty (30) days notice shall result in termination of this Encroachment Agreement.

5. **Termination.** This Agreement shall in no way be construed as the granting of a perpetual easement or any type of property right by Grantor. The Agreement is revocable at will by either party upon one hundred eighty (180) days’ notice.

6. **Reservation.** The Grantor expressly reserves all rights, privileges, and immunities granted to it under the laws and statutes of the United States and the Commonwealth of Virginia and under the Code of Ordinances of the City of Newport News as to any claims made against it.

7. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Virginia, without regard to its conflicts laws or choice of law rules.

8. **Survival.** This Agreement will be binding upon Grantor and Grantee and inure to the benefit and obligation of their respective successors in title.

9. **Exhibits.** The Exhibits attached to this Agreement are incorporated herein by reference and made a part hereof.

[Signature Pages Follows]
WITNESS the following signatures and seals

GRANTOR

CITY OF NEWPORT NEWS, VIRGINIA

By: _______________________________
Name: Cynthia D. Rohlf
Title: City Manager

ATTEST: _______________________________
APPROVED AS TO FORM

Mabel Washington Jenkins, Joseph M. DuRant
City Clerk Deputy 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, VIRGINIA, by Cynthia D. Rohlf, as City Manager, and attested by Mabel
Washington Jenkins, as City Clerk, whose names are signed to the foregoing writing,
have acknowledged the same before me in my City and Commonwealth aforesaid.

GIVEN under my hand this ____ day of ________________________, 2019.

______________________________
NOTARY PUBLIC

Registration No. _______________________

My Commission Expires: _______________
GRANTEE

RAILHOUSE, LLC

By: ________________________________
   Jonathan A. Provost
   Title: Manager

STATE OF _______________________
CITY OF _______________________

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of____________, 2019, within my jurisdiction, the within named Railhouse, LLC, by Jonathan A. Provost, who acknowledged that he is the Manager of the Property, and that for and on behalf of himself he executed the above.

________________________________
NOTARY PUBLIC

Registration No. _______________________

My commission expires: _______________

(Affix official seal, if applicable)
\*\*\* Denotes Encroachment Area
H. Appropriations

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

1. Department of Engineering – Hampton Roads Sanitation District Hampton Trunk A & B Replacement Along Jefferson Avenue – $682,682.00
H. Appropriations


**ACTION:**
A REQUEST TO APPROVE AN APPROPRIATION OF $682,682 IN HAMPTON ROADS SANITATION DISTRICT (HRSD) FUNDS FOR THE HAMPTON TRUNK A & B REPLACEMENT PROJECT ALONG JEFFERSON AVENUE

**BACKGROUND:**
- City Council previously appropriated $825,318, for this work, to be reimbursed from HRSD.
- The bid received from the contractor exceeded the HRSD engineer’s estimate.
- Hampton Roads Sanitation District will provide all funds for the work. No additional City funds are required.
- The force main installation will be completed as part of the Jefferson Avenue Phase 2 Utility Relocation and Streetscape Project.
- The City Manager recommends approval.

**FISCAL IMPACT:**
- N/A

**ATTACHMENTS:**
Description
Memo to HCC re HRSD Revenue Sharing Jefferson Ave 8.7.19
Attachment-Location Map-HRSD Jefferson Ave PH 2
Appropriate Funds re HRSD Trunk A&B - Jeff Ave Phase 2
TO: The Honorable City Council

FROM: City Manager

SUBJECT: HRSD Cost Sharing Agreement – Trunk A & B Replacement Along Jefferson Avenue

City Council is requested to appropriate $682,682 for the previously approved Cost Sharing Agreement with Hampton Roads Sanitation District (HRSD) Hampton Trunk Interceptor A & B Replacement along Jefferson Avenue. A trunk interceptor is a large diameter sewer pipe. HRSD will provide all required funds.

The project includes installation of approximately 835 linear feet of 36-inch force main along Jefferson Avenue from 14th Street to 16th Street and 16th Street from Jefferson Avenue to Ridley Circle. The work will be added to the Jefferson Avenue Phase 2 Utility Relocation and Streetscape project, currently under contract. By completing this work as part of the existing streetscape project, there is less disruption and inconvenience to the public.

The total cost for this added work is $1,508,000, which HRSD will provide. Council has already appropriated $825,318. No additional City funds are required.

I recommend approval.

______________________________
Cynthia D. Rohlf

CDR:TCC:wjr

Attachment

cc: Everett Skipper, Director, Department of Engineering
CITY OF NEWPORT NEWS, VIRGINIA

HAMPTON ROADS SANITATION DISTRICT -
HAMPTON TRUNK A&B REPLACEMENT
ALONG JEFFERSON AVENUE
RESOLUTION NO. ____________

A RESOLUTION APPROPRIATING FUNDS FROM LOCAL REVENUE - HRSD TO HRSD HAMPTON TRUNK A & B REPLACEMENT ALONG JEFFERSON AVENUE

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

That it hereby appropriates funds from Local Revenue - HRSD to HRSD Trunk A & B Replacement Along Jefferson Avenue, as follows:

Appropriation From:

Local Revenue - HRSD
4300-250-70-700L-481000-000000-0000-L6054-L6054

$ 682,682.00

Appropriation To:

HRSD Trunk A & B Replacement
Along Jefferson Avenue
4300-250-70-700L-579420-000000-0000-L6054-L6054

$ 682,682.00
*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

Harris
Jenkins
Price
Scott
Vick
Woodbury
Cherry

K. Adjourn

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