AGENDA

NEWPORT NEWS CITY COUNCIL
REGULAR CITY COUNCIL MEETING

SEPTEMBER 24, 2019

City Council Chambers

7:00 p.m.

A. Call to Order

B. Invocation
   • Reverend Michael J. Adams, First Baptist Church Newport News

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

D. Presentations - None

E. Public Hearings

1. Resolution Authorizing Plan Amendment No. PLN-2019-0001, City of Newport News, to the One City, One Future Comprehensive Plan 2040 Land Use Map Designation from Government/Military to Community Commercial for 7401 Warwick Boulevard

2. Resolution Authorizing Plan Amendment No. PLN-2019-0002, City of Newport News, to the One City, One Future Comprehensive Plan 2040 Land Use Map Designation from Low Density Residential to High Density Residential for 21, 23, 25, 27, 33, 35, & 37 Sweetbriar Drive

3. Resolution Authorizing Plan Amendment No. PLN-2019-0003, City of Newport News, to the One City, One Future Comprehensive Plan 2040 Land Use Map Designation from Regional Commercial to Industrial for 2200 Terminal Avenue, 520 21st Street, and 1511 Harbor Lane

4. Resolution Authorizing Plan Amendment No. PLN-2019-0004, City of Newport News, to the One City, One Future Comprehensive Plan 2040 Land Use Map Designation from Industrial to Regional Commercial for 1200 Jefferson Avenue
5. Ordinance Authorizing and Directing the City Manager to Execute a Certain Menchville Marina Lease By and Between the City of Newport News, Virginia and James River Holdings, LLC

6. Ordinance Authorizing and Directing the City Manager to Execute a Deed of Lease By and Between the City of Newport News, Virginia and Blue Harvest Services, LLC for Parcel 7 of the Newport News Seafood Industrial Park

7. Ordinance Authorizing and Directing the City Manager to Execute a Deed of Lease By and Between the City of Newport News, Virginia and Blue Harvest Services, LLC for Parcel 8C of the Newport News Seafood Industrial Park

8. Ordinance Granting a Utility Easement Over City-owned Property, Located at 701 Jefferson Avenue, to Facilitate the Installation of a Transformer and Underground Cable

F. Consent Agenda

1. Minutes of the Special Meeting of September 10, 2019
2. Minutes of the Work Session of September 10, 2019
3. Minutes of the Regular Meeting of September 10, 2019
4. Resolution Canceling the October 8, 2019 Meeting of the Newport News City Council

G. Other City Council Actions

1. Motion Designating City Council’s Voting Delegates and Alternate Delegate to the Virginia Municipal League (VML)
2. Ordinance Amending and Reordaining City Code Chapter 26, Motor Vehicles and Traffic; Article IX., Residential Parking Permit Program; Section 26-226., Designated Residential Permit Parking Areas; for Scott Road from Crittenden Lane to Crittenden Lane
3. Ordinance Amending and Reordaining City Code Chapter 38, Streets and Sidewalks; Article II., Work On, Over, Under or Affecting Streets; Division 1., Generally; Section 38-38., Location of Mail and Newspaper Boxes in Street

H. Appropriations

2. Department of Engineering – Federal Transportation Alternative Grant Funds: Chesapeake Avenue Bike Trail and Sidewalk Project – $168,086
3. Department of Engineering – FY 2020 Bond Authorization, Streets and Bridges Category: Transportation Safety Improvement Programs –
$2,575,000

   Citywide Stormwater Projects – $4,963,000

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

J. *New Business and Councilmember Comments

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

K. Adjourn

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

B. Invocation – Reverend Michael J. Adams, First Baptist Church Newport News

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

D. Presentations
E. Public Hearings

1. Resolution Authorizing Plan Amendment No. PLN-2019-0001, City of Newport News, to the *One City, One Future Comprehensive Plan 2040* Land Use Map Designation from Government/Military to Community Commercial for 7401 Warwick Boulevard

**ACTION:** A REQUEST TO APPROVE A RESOLUTION AUTHORIZING PLAN AMENDMENT PLN-2019-0001, TO THE *ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040* LAND USE MAP DESIGNATION FROM GOVERNMENT/MILITARY TO COMMUNITY COMMERCIAL FOR A 5.0 ACRE PROPERTY LOCATED FOR 7401 WARWICK BOULEVARD.

**BACKGROUND:**
- The plan amendment recommends community commercial uses, which is consistent with the day services center approved by conditional use permit on the property by City Council in 2018.
- On September 4, 2019, the City Planning Commission voted unanimously (8:0) to recommend approval of the plan amendment to City Council.

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

- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
Description
Memo to HCC re PLN-2019-0001 9.17.19
Staff Report and CPC Minutes
CPC Resolution
Approving Amendment to CP (7401 Warwick Blvd)
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 18, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Comprehensive Plan Amendment PLN-2019-0001, City of Newport News

The property under consideration is located at 7401 Warwick Boulevard, containing approximately 5 acres. The property is identified as government/military on the One City, One Future Comprehensive Plan 2040 land use map. The request is to change the comprehensive plan land use map from government/military to community commercial.

The land use designation for the property was government/military in the city’s Framework for the Future 2008 comprehensive plan, reflecting the former Marine Reserve Station. The property has since been acquired by the city, and in 2018, City Council approved a conditional use permit, which authorized the operation of a day services center for the provision of services to the homeless population at this location.

The request to change the land use designation to community commercial reflects the existing use and aligns with the land uses in the general area.

On September 4, 2019, the City Planning Commission voted unanimously 8:0 to recommend approval of plan amendment PLN-2019-0001.

I recommend approval.

Cynthia D. Rohlf

cc: Sheila W. McAllister, Director, Department of Planning
OWNER/APPLICANT  City of Newport News

LOCATION  7401 Warwick Boulevard (Appendix A-1)

PRESENT USE  Four Oaks Day Service Center

REQUEST  Change the land use map designation from government/military to community commercial uses

ONE CITY, ONE FUTURE COMPREHENSIVE PLAN, 2040

ACREAGE  5.0 acres

Government/Military Uses (Appendix A-3)

FACTS

North  Eagle Technologies and Town Square condominium
South  Admiral Pointe apartments and Simple Grace Ministries
East  Kingdom Living Ministries, Peninsula Auto Auction, and vacant office
West  Admiral Pointe apartments

Land Use History  The land use designation for 7401 Warwick Boulevard was government/military in the city’s Framework to the Future 2008 comprehensive plan reflecting the Marine Reserve station. This land use designation was carried over to the One City, One Future Comprehensive Plan 2040. (See Appendix A-3.) On October 23, 2018 City Council approved a conditional use permit request (CU-2018-0008), which authorized the operation of a day services center for the provision of services to the homeless population with conditions related to operational and licensure requirements for the facility.
The Code of Virginia (§15.2-2223) mandates all localities prepare and adopt a comprehensive plan for the physical development of land within its jurisdiction. After plan adoption, amendments to it must be referred to the local planning commission for public hearing, and approved and adopted by the local governing body (§15.2-2229).

The city’s adopted One City, One Future Comprehensive Plan 2040 sets an annual plan review and amendment cycle.

**ANALYSIS**

**Land Use**

The One City, One Future Comprehensive Plan 2040 designates the property for government/military uses. (See Appendix A-3.) The government/military land use designation includes military bases and other related facilities. The property until 2016 had been used as a military facility. It has since been closed and the property sold to the city of Newport News. The proposed amendment seeks to change the current land use designation to community commercial. (See Appendix A-4.) The community commercial designation accommodates medium to large scale wholesale, retail, lodging, offices, and service establishments typically located along major corridors that can function independent of adjoining development and/or require individual access to public rights-of-way.

The area’s land use pattern consists of regional commercial uses to the north, community commercial to the east and high density residential to the north, west and south. Neighborhood commercial uses abut the property to the south.

The One City, One Future Comprehensive Plan 2040 includes language that recognizes and commits to accessibility for all. It states that an accessible city examines the housing and transportation opportunities and choices we provide to our citizens at all income levels. Additionally, the Plan queries citizens and leaders about our interconnectedness. It states that the gap between rich and poor has not closed significantly over the past decade and includes recommendations to deploy services to address poverty and related concerns. The Plan recommends permanent affordable housing solutions and support services to reduce the homeless population and prevent families and individuals from becoming homeless.

The Four Oaks Day Service Center is an example of successful program implementation aligned with the recommendations of the One City, One Future Comprehensive Plan 2040.

**CONCLUSION**

The nature of the property's existing use is consistent with community commercial land uses. The property is located on a major corridor with access to public transit. Additionally, the existing use is consistent with resiliency and accessibility recommendations of the One City, One Future Comprehensive Plan 2040 and the proposed community commercial land use designation is aligned with land uses in the general area.
STAFF RECOMMENDATION

Recommend approval of Comprehensive Plan Amendment PLN-2019-0001 to change the land use and transportation map designation from government/military to community commercial uses for the property located at 7401 Warwick Boulevard.

CPC RECOMMENDATION

On September 4, 2019, the Planning Commission voted unanimously (8:0) to recommend approval of Comprehensive Plan Amendment PLN-2019-0001 to change the land use and transportation map designation from government/military to community commercial uses for the property located at 7401 Warwick Boulevard.
APPENDIX

A-1  BOUNDARY MAP/AERIAL

A-2  EXISTING USE MAP

A-3  ADOPTED ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040 LAND USE MAP

A-4  PROPOSED AMENDMENT TO THE ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040 LAND USE MAP

A-5  SITE PHOTOS

A-6  EXCERPTS FROM THE CITY PLANNING COMMISSION MINUTES OF SEPTEMBER 4, 2019
EXCERPTS FROM PLANNING COMMISSION MINUTES

September 4, 2019

PLN-2019-0001. Proposing land use designation change from government/military to community commercial uses for the property located at 7401 Warwick Boulevard. The Parcel No. is 278.00.03.01. The property owner is the City of Newport News.

Angela Hopkins, Senior Planner, presented the staff report (copy attached to record minutes).

Ms. Fox asked if a rezoning had already been done on the property. Ms. Hopkins stated no. Ms. McAllister stated a conditional use permit for a day services center was approved for the site previously. Ms. Fox asked if the conditional use permit impacts the land use or the zoning. Ms. McAllister stated no.

Mr. Simmons opened and closed the public hearing.

Mr. Mulvaney made a motion to recommend adoption of plan amendment PLN-2019-0001 to City Council with conditions. The motion was seconded by Mr. Groce.

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

The Planning Commission voted unanimously (8:0) to recommend adoption of plan amendment PLN-2019-0001 to City Council.
A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING PLN-2019-0001, AN AMENDMENT TO THE COMPREHENSIVE PLAN, ONE CITY, ONE FUTURE 2040 COMPREHENSIVE PLAN, FOR THE CITY OF NEWPORT NEWS.

WHEREAS, on August 14, 2018, the City of Newport News (the City) adopted One City, One Future 2040 Comprehensive Plan, (the Plan) as its comprehensive plan; and

WHEREAS, the Plan provides the general guidance for planning and zoning decisions within the City; and

WHEREAS, the Planning staff considered a change to the Plan comprehensive land use map for approximately 5.0 acres of land at 7401 Warwick Boulevard near the Warwick Boulevard and Mercury Boulevard intersection; and

WHEREAS, the Planning staff analyzed and studied the property in question and has recommended an amendment to the Plan, identified as PLN-2019-0001, which would change the designated planned use of the property from Government/Military to Community Commercial; and

WHEREAS, the proposed amendment has been advertised and a public hearing was held, on September 4, 2019, as required by law; and

WHEREAS, the Plan is a consensus document which reflects the vision of the citizens of Newport News concerning the physical development and services within the City, and the proposed land use change seeks to implement that vision.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Newport News, Virginia, that it desires to and does hereby recommend to the Council of the City of Newport News that the land use proposed, for the property in question, identified as PLN-2019-0001, and shown in the Exhibit A-4 attached hereto and made a part hereof, be changed from Government/Military to Community Commercial in the official comprehensive plan of the City, One City, One Future 2040 Comprehensive Plan.

Recommended by the City Planning Commission of Newport News on September 4, 2019.

Daniel Simmons
Chairman
Newport News Planning Commission

Sheila McAllister, AICP
Executive Secretary
Newport News Planning Commission
RESOLUTION NO. ____________

A RESOLUTION APPROVING PLN-2019-0001, AN AMENDMENT TO THE COMPREHENSIVE PLAN, ONE CITY, ONE FUTURE 2040 COMPREHENSIVE PLAN, FOR THE CITY OF NEWPORT NEWS.

WHEREAS, on August 14, 2018, the City of Newport News (the City) adopted One City, One Future 2040 Comprehensive Plan (the Plan) as its comprehensive plan; and

WHEREAS, the Plan provides the general guidance for planning and zoning decisions within the City; and

WHEREAS, the Planning staff considered a change to the Plan comprehensive land use map for approximately 5.0 acres of land at 7401 Warwick Boulevard near the Warwick Boulevard and Mercury Boulevard intersection; and

WHEREAS, the Planning staff analyzed and studied the property in question and has recommended an amendment to the Plan identified as PLN-2019-0001, which would change the designated planned use of the property from Government/Military to Community Commercial; and

WHEREAS, the proposed amendment has been advertised as required by law, public hearings have been held by the Planning Commission and by the City Council, and the Newport News Planning Commission recommended adoption of the amendment on September 4, 2019; and

WHEREAS, the Plan is a consensus document which reflects the vision of the citizens of Newport News concerning the physical development and services within the City, and the proposed land use change seeks to implement that vision.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia, that it desires to and does hereby approve and adopt the land use proposed by the Planning Commission for the property in question, identified as PLN-2019-0001 and shown in the Exhibit A-4 attached hereto and made a part hereof, and the same shall be changed from Government/Military to Community Commercial in the official comprehensive plan of the City, One City, One Future 2040 Comprehensive Plan.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take such action as shall be required to cause PLN-2019-0001 and the referenced Exhibit to become a part of the official comprehensive plan of the City, One City, One Future 2040 Comprehensive Plan, and to cause other parts of the Plan to conform to the changes made through adoption of PLN-2019-0001, if any.
One City, One Future 2040
Proposed Comprehensive Plan

Legend
- Subject Site
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Industrial
- Community Facilities
- Transportation
- Government / Military

PLN-2019-0001
E. Public Hearings

2. Resolution Authorizing Plan Amendment No. PLN-2019-0002, City of Newport News, to the *One City, One Future Comprehensive Plan 2040* Land Use Map Designation from Low Density Residential to High Density Residential for 21, 23, 25, 27, 33, 35, & 37 Sweetbriar Drive

**ACTION:** A REQUEST TO APPROVE A RESOLUTION AUTHORIZING PLAN AMENDMENT PLN-2019-0002, TO THE *ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040* LAND USE MAP DESIGNATION FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL FOR APPROXIMATELY 2.8 ACRES FOR PROPERTIES LOCATED AT 21, 23, 25, 27, 33, 35, & 37 SWEETBRIAR DRIVE.

**BACKGROUND:**
- The plan amendment recommends high density residential to support the expansion of existing Christopher Newport University student housing in this area. The property is owned by the Christopher Newport University Foundation.
- On September 4, 2019, the City Planning Commission voted unanimously (8:0) to recommend approval of the plan amendment to City Council.

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

- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Memo to HCC re PLN-2019-0002 9.18.19</td>
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<tr>
<td>Staff Report and CPC Minutes</td>
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<tr>
<td>CPC Resolution</td>
</tr>
<tr>
<td>Approving Amendment to CP (Sweetbriar Dr)</td>
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CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 18, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Comprehensive Plan Amendment PLN-2019-0002, City of Newport News

The properties under consideration are located at 21, 23, 25, 27, 33, 35 & 37 Sweetbriar Drive, containing approximately 2.8 acres. The property is identified as low density residential on the One City, One Future Comprehensive Plan 2040 land use map. The request is to change the comprehensive plan land use map from low density residential to high density residential.

The properties consist of seven single-family lots with cottage style residential structures owned by the CNU Foundation. The land use designation for the properties on Sweetbriar Drive has been low density residential since the city's 1993 Framework for the Future to reflect the existing development. This designation was carried through to the One City, One Future Comprehensive Plan 2040.

In 2001, City Council adopted a plan amendment to the 1993 Framework for the Future, changing the land use designation from low density residential to high density residential for property CNU owned at 39 Sweetbriar Drive, which is adjacent to the seven lots under consideration. During the same time, City Council also approved a change of zoning and conditional use permit, which allowed the construction of five dormitory structures at 39 Sweetbriar Drive.

The request to change the land use designation to high density residential would support the expansion of existing CNU student housing in this area.

On September 4, 2019, the City Planning Commission voted unanimously 8:0 to recommend approval of plan amendment PLN-2019-0002.

I recommend approval.

[Signature]

Cynthia D. Rohlf

cc: Sheila W. McAllister, Director, Department of Planning
Application No. PLN-2019-0002
21, 23, 25, 27, 33, 35 & 37 Sweetbriar Drive
COMPREHENSIVE PLAN AMENDMENT PLN-2019-0002

OWNER/APPLICANT  Christopher Newport University Foundation

LOCATION  21, 23, 25, 27, 33, 35 & 37 Sweetbriar Drive (Appendix A-1)

ONE CITY, ONE FUTURE COMPREHENSIVE PLAN, 2040

ACREAGE  2.77 acres

PRESENT USE  Seven single-family residential dwellings

REQUEST  Change the land use map designation from low density residential to high density residential

FACTS

North  Christopher Newport University Foundation apartments and Single-family dwellings
South  Single-family dwellings, office and Christopher Newport University facilities
East  Single-family dwellings
West  Christopher Newport University Foundation apartments

Land Use History  The land use designation for the seven properties on Sweetbriar Drive has been low density residential since the city's 1993 Framework for the Future to reflect the existing development. This designation was carried over to the One City, One Future Comprehensive Plan 2040 (See Appendix A-3).

The Christopher Newport University (CNU) Foundation owns the adjoining property to the north and west located at 39 Sweetbriar Drive. (See Appendix A-2.) On June 26, 2001 City Council adopted a plan
amendment (PLN-01-39) to the *Framework for the Future* 1993 changing the land use designation from low density residential to high density residential. On the same date the City Council approved conditional rezoning (CZ-01-108) of the property to the R8 High Density Residential zoning district with proffers and adopted a conditional use permit (CU-01-85) which authorized the construction of the five dormitories currently found at 39 Sweetbriar Drive.

**Regulatory Review**

The Code of Virginia (§15.2-2223) mandates all localities prepare and adopt a comprehensive plan for the physical development of land within its jurisdiction. After plan adoption, amendments to it must be referred to the local planning commission for public hearing, and approved and adopted by the local governing body (§15.2-2229).

The city’s adopted *One City, One Future Comprehensive Plan 2040* sets an annual plan review and amendment cycle.

**ANALYSIS**

**Land Use**

The properties consist of seven single-family lots with cottage style residential structures owned by the CNU Foundation. The Foundation strategically acquired these properties between 2007 and 2010 adjacent to their 39 Sweetbriar Drive property to eventually expand their dormitory offering in this area. This is a continuation of the implementation of their master plan. As reflected in the *One City, One Future Comprehensive Plan 2040*, stakeholders identified the connection between the city’s economic prosperity and the need to support sustainable growth of Christopher Newport University. As stated in the *Plan*, a prosperous and resilient city priority is to collaborate with educational institutions to retain and expand existing and attracting new businesses.

The *One City, One Future Comprehensive Plan 2040* recommends low density residential, for properties along the Sweetbriar Drive frontage. (See Appendix A-3.) This land use designation provides for the development of conventional single-family detached dwellings with a density range of 2 to 6.9 dwelling units per acre. The proposed amendment seeks to change the low density residential land use designation to high density residential (See Appendix A-4). The high density residential land use designation provides for the development of multiple-family dwellings with a density of 16 or more units per acre.

In the evaluation of the requested amendment, Planning staff considered the established residential neighborhood and the plans of the CNU Foundation. The current uses surrounding these properties on three sides are related to the university. Any change from the single family nature of the properties would necessitate a subsequent rezoning that would require a buffer from the single family dwellings along the eastern side of Sweetbriar Drive. Given that, support of the requested plan amendment is recommended.
CONCLUSION

The requested change provides an opportunity to re-evaluate the future land use designation for this area based on both the existing uses and the planned development of student housing. The character of the Christopher Newport University area has changed over the years. Balancing the University’s growth and need for student housing within the confines of the campus is an important consideration. Knowing that any change from the current uses to student housing would require a rezoning as well as a conditional use permit allows support to the proposed high density residential land use designation.

STAFF RECOMMENDATION

Recommend approval of Comprehensive Plan Amendment PLN-2019-0002 to change the land use and transportation map designation from low density residential to high density residential uses for the properties located at 21, 23, 25, 27, 33, 35 & 37 Sweetbriar Drive.

CPC RECOMMENDATION

On September 4, 2019, the Planning Commission voted unanimously (8:0) to recommend approval of Comprehensive Plan Amendment PLN-2019-0002 to change the land use and transportation map designation from low density residential to high density residential uses for the properties located at 21, 23, 25, 27, 33, 35 & 37 Sweetbriar Drive.
APPENDIX

A-1  BOUNDARY MAP/AERIAL
A-2  EXISTING USE MAP
A-3  ADOPTED ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040 LAND USE MAP
A-4  PROPOSED AMENDMENT TO THE ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040 LAND USE MAP
A-5  SITE PHOTOS
A-6  EXCERPTS FROM THE CITY PLANNING COMMISSION MINUTES OF SEPTEMBER 4, 2019
Existing Buffer Mature Trees
EXCERPTS FROM PLANNING COMMISSION MINUTES

September 4, 2019

PLN-2019-0002. Proposing land use designation change from low-density residential (density of 2 to 2.69 units per acre) to high density residential (density of 16+ units per acre) uses for properties located at 21, 23, 25, 27, 33, 35 & 37 Sweetbriar Drive. The Parcel Nos. are 230.00.02.09, 10, 11, 12, 13 and 221.00.03.08 & 73. The property owner is CNU Foundation.

Angela Hopkins, Senior Planner, presented the staff report (copy attached to record minutes).

Ms. Stodghill asked if the houses on the opposite side of the Sweetbriar properties would potentially face a four-story dormitory. Mr. Simmons stated there should be a buffer. Ms. McAllister stated right now we are just going through the land use plan. She stated how it will be developed will be determined when an application comes in for a rezoning. Ms. McAllister stated we know that the property is across the street from a single-family residential zone and we will require some protection for the single-family homes across the street.

Mr. Simmons opened the public hearing.

Mr. Doug Hornsby, Chief Executive Officer of the Christopher Newport University Real Estate Foundation, 1 Avenue of the Arts, stated the properties on Sweetbriar Drive are 600 feet deep and if and when the university determines it is time to do something and they want the foundation to do it, there is room to do things in an appropriate way. He stated the foundation has a reputation, from both the shopping center purchased and the millions of dollars spent there, to the development of the Starbucks and Chipotle site, that everything around the university is done in a Class A standard. Mr. Hornsby stated the university is an economic engine in that district and he is certain that whatever is planned, when it is brought in, it will be spectacular with appealing architecture, and it will take into account all of the good questions as to how it should look and what structures and landscaping should be between all of it. He stated all of that will be planned at a future date. Mr. Hornsby stated today’s plan amendment makes sense because we own all of the land around the properties, and their houses on Sweetbriar Drive are not in good shape.

Mr. Simmons closed the public hearing.

Ms. Fox made a motion to recommend adoption of plan amendment PLN-2019-0002 to City Council. The motion was seconded by Mr. Mulvaney.

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

The Planning Commission voted unanimously (8:0) to recommend adoption of plan amendment PLN-2019-0002 to City Council.
A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING PLN-2019-0002, AN AMENDMENT TO THE COMPREHENSIVE PLAN, ONE CITY, ONE FUTURE 2040 COMPREHENSIVE PLAN, FOR THE CITY OF NEWPORT NEWS.

WHEREAS, on August 14, 2018, the City of Newport News (the City) adopted One City, One Future 2040 Comprehensive Plan, (the Plan) as its comprehensive plan; and

WHEREAS, the Plan provides the general guidance for planning and zoning decisions within the City; and

WHEREAS, the Planning staff considered a change to the Plan comprehensive land use map for approximately 2.77 acres of land at 21, 23, 25, 27, 33, 35 and 37 Sweetbriar Drive near the Warwick Boulevard and Sweetbriar Drive intersection; and

WHEREAS, the Planning staff analyzed and studied the property in question and has recommended an amendment to the Plan, identified as PLN-2019-0002, which would change the designated planned use of the property from Low Density Residential to High Density Residential; and

WHEREAS, the proposed amendment has been advertised and a public hearing was held, on September 4, 2019, as required by law; and

WHEREAS, the Plan is a consensus document which reflects the vision of the citizens of Newport News concerning the physical development and services within the City, and the proposed land use change seeks to implement that vision.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Newport News, Virginia, that it desires to and does hereby recommend to the Council of the City of Newport News that the land use proposed, for the property in question, identified as PLN-2019-0002, and shown in the Exhibit A-4 attached hereto and made a part hereof, be changed from Low Density Residential to High Density Residential in the official comprehensive plan of the City, One City, One Future 2040 Comprehensive Plan.

Recommended by the City Planning Commission of Newport News on September 4, 2019.

Daniel Simmons
Chairman
Newport News Planning Commission

Sheila McAllister, AICP
Executive Secretary
Newport News Planning Commission
RESOLUTION NO. ____________

A RESOLUTION APPROVING PLN-2019-0002, AN AMENDMENT TO THE COMPREHENSIVE PLAN, ONE CITY, ONE FUTURE 2040 COMPREHENSIVE PLAN, FOR THE CITY OF NEWPORT NEWS.

WHEREAS, on August 14, 2018, the City of Newport News (the City) adopted One City, One Future 2040 Comprehensive Plan (the Plan) as its comprehensive plan; and

WHEREAS, the Plan provides the general guidance for planning and zoning decisions within the City; and

WHEREAS, the Planning staff considered a change to the Plan comprehensive land use map for approximately 2.77 acres of land at 21, 23, 25, 27, 33, 35 and 37 Sweetbriar Drive near the Warwick Boulevard and Sweetbriar Drive intersection; and

WHEREAS, the Planning staff analyzed and studied the property in question and has recommended an amendment to the Plan identified as PLN-2019-0002, which would change the designated planned use of the property from Low Density Residential to High Density Residential; and

WHEREAS, the proposed amendment has been advertised as required by law, public hearings have been held by the Planning Commission and by the City Council, and the Newport News Planning Commission recommended adoption of the amendment on September 4, 2019; and

WHEREAS, the Plan is a consensus document which reflects the vision of the citizens of Newport News concerning the physical development and services within the City, and the proposed land use change seeks to implement that vision.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia, that it desires to and does hereby approve and adopt the land use proposed by the Planning Commission for the property in question, identified as PLN-2019-0002 and shown in the Exhibit A-4 attached hereto and made a part hereof, and the same shall be changed from Low Density Residential to High Density Residential in the official comprehensive plan of the City, One City, One Future 2040 Comprehensive Plan.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take such action as shall be required to cause PLN-2019-0002 and the referenced Exhibit to become a part of the official comprehensive plan of the City, One City, One Future 2040 Comprehensive Plan, and to cause other parts of the Plan to conform to the changes made through adoption of PLN-2019-0002, if any.
E. Public Hearings

3. Resolution Authorizing Plan Amendment No. PLN-2019-0003, City of Newport News, to the One City, One Future Comprehensive Plan 2040 Land Use Map Designation from Regional Commercial to Industrial for 2200 Terminal Avenue, 520 21st Street, and 1511 Harbor Lane

ACTIONS: A REQUEST TO APPROVE A RESOLUTION AUTHORIZING PLAN AMENDMENT PLN-2019-0003, TO THE ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040 LAND USE MAP DESIGNATION FROM REGIONAL COMMERCIAL TO INDUSTRIAL FOR APPROXIMATELY 40 ACRES AT 2200 TERMINAL AVENUE, 520 21ST STREET, AND 1511 HARBOR LANE.

BACKGROUND:
- The Marshall Ridley Choice Neighborhood Transformation Plan recommends the site be used for economic development to create jobs for the residents of the community, which is consistent with the industrial land use designation.
- On September 4, 2019, the City Planning Commission voted unanimously (8:0) to recommend approval of the plan amendment to City Council.

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

• The City Manager recommends approval.

FISCAL IMPACT: N/A

ATTACHMENTS:
- Memo to HCC re PLN-2019-0003 9.18.19
- Staff Report and CPC Minutes
- CPC Resolution Approving Amendment to CP (Terminal, 21st St, Harbor Ln)
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 18, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Comprehensive Plan Amendment PLN-2019-0003, City of Newport News

The properties under consideration are located at 2200 Terminal Avenue, 520 21st Street, and 1511 Harbor Lane, containing approximately 40 acres. The property is identified as regional commercial on the One City, One Future Comprehensive Plan 2040 land use map. The request is to change the comprehensive plan land use map from regional commercial to industrial.

The properties, formerly the Dickerson Courts and Harbor Homes public housing site, were identified for regional commercial uses as part of the Southeast Community Urban Waterfront Design Study and the Southeast Community Plan and were carried forth in the One City, One Future Comprehensive Plan 2040. Those plans determined that this location would be appropriate for a large regional center that can take advantage of the proximity to Interstate 664. However, a smaller retail center and offices were developed in another area along Jefferson Avenue to the north on property that was once slated for an industrial park.

The Marshall Ridley Choice Neighborhood Transformation Plan states the highest and best use for the former Dickerson Courts and Harbor Home site is for economic development, which would provide an excellent opportunity to attract businesses to Jefferson Avenue and create jobs for the residents of the community. The request to change the land use designation to industrial provides the opportunity to re-establish the potential for industrial and office uses in the area.

On September 4, 2019, the City Planning Commission voted unanimously 8:0 to recommend approval of plan amendment PLN-2019-0003.

I recommend approval.

[Signature]
Cynthia D. Rohlf

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

G:\Cindy Rohlf\1 CM CORRESPONDENCE\Correspondence\2019\9September\Memo to HCC re PLN-2019-0003 9.18.19.docx
# COMPREHENSIVE PLAN AMENDMENT PLN-2019-0003

<table>
<thead>
<tr>
<th>OWNER/APPLICANT</th>
<th>Newport News Redevelopment &amp; Housing Authority and City of Newport News</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCATION</td>
<td>2200 Terminal Avenue, 520 21st Street, and 1522 Harbor Lane (Appendix A-1)</td>
</tr>
<tr>
<td>ONE CITY, ONE FUTURE COMPREHENSIVE PLAN, 2040</td>
<td>Regional Commercial (Appendix A-3)</td>
</tr>
<tr>
<td>ACREAGE</td>
<td>40.08 acres</td>
</tr>
</tbody>
</table>

**PRESENT USE** Vacant

**REQUEST** Change the land use map designation from regional commercial to industrial.

**FACTS**

- **North** Newport Harbour apartments
- **South** Agape Hands Cathedral, single-family dwellings and attached single-family dwellings
- **East** The Moton Theater, Porter’s Cab Co., Gospel Spreading Church of God, Freedom Outreach Center, and various other commercial uses
- **West** Terminal Avenue, Interstate 664 and CSX right-of-way

**Land Use History** The properties have been recommended for several different land uses over various planning efforts. The city’s 1993 *Framework for the Future* comprehensive plan recommended high density residential to reflect the existing public housing complex. The land use designation changed in subsequent updates of the comprehensive plan to industrial in 2001, under study in 2008 and to regional commercial in 2011 with the adoption of the *Southeast Community Plan 2011*. The regional commercial designation has carried through to the current *One City, One Future Comprehensive Plan 2040* land use map. (See Appendix A-2.)
Regulatory Review

The Code of Virginia (§15.2-2223) mandates all localities prepare and adopt a comprehensive plan for the physical development of land within its jurisdiction. After plan adoption, amendments to it must be referred to the local planning commission for public hearing, and approved and adopted by the local governing body (§15.2-2229).

The city's adopted One City, One Future Comprehensive Plan 2040 sets an annual plan review and amendment cycle.

ANALYSIS

Land Use

The properties, formerly the Dickerson Courts and Harbor Homes public housing site, were identified for regional commercial uses as part of the Southeast Community Urban Waterfront Design Study, the Southeast Community Plan and carried forth in the One City, One Future Comprehensive Plan 2040. (See Appendix A-3.) Those plans determined that this location would be appropriate for a large regional center containing different types of retailers that are accessible to large populations and can take advantage of the high traffic volumes and visibility of nearby Interstate 664. However, a smaller retail center and offices were developed in another area along Jefferson Avenue just north of the properties on property that was originally slated for an industrial park.

With all of the redevelopment efforts underway in the Southeast Community, the properties provide the opportunity to re-establish the potential for industrial and office uses. (See Appendix A-4.) The combination of easy access to the Hampton Roads region, its location removed from the residential uses to the east across Jefferson Avenue and the potential for job creation would support industrial uses on this property. The proposed industrial designation also complements the Seafood Industrial Park just south of the properties and the proposed activities identified as part of the Choice Neighborhoods Initiative. Key strategies identified in the Marshall Ridley Choice Neighborhood Transformation Plan, are to increase employment opportunities as well as invite private investment in key vacant opportunity sites within the area. The Transformation Plan states the former Dickerson Courts and Harbor Homes site is not appropriate for housing, but its highest and best use is for economic development which would provide an excellent opportunity to attract businesses to Jefferson Avenue and create jobs for the residents of the community.

Also, the One City, One Future Comprehensive Plan 2040 states retaining industrial land, especially for manufacturing, is a challenge for the city. This type of land is critical to support expanding and new businesses. However, it does recognize that industrial and commercial opportunities are expanded in the Southeast Community. Specifically, targeted areas include Jefferson Avenue and the west side of Jefferson Avenue between 14th and 22nd streets which includes the former Dickerson Courts and Harbor Homes site.
CONCLUSION

The property is located along a segment of Jefferson Avenue that was once a thriving center of the Southeast Community, but over time has experienced decline. However, the city has taken positive action to spur redevelopment within this community. Several projects have been started or successfully completed in the vicinity of the property including Jefferson Avenue Streetscape I and II, Brooks Crossing and the successful attainment of a Choice Neighborhoods Initiative Implementation grant. This grant will assist in the redevelopment of the Marshall Ridley Choice Neighborhood, create new mixed income housing east of Jefferson Avenue and provide jobs and job training opportunities for people in the community. All these efforts have set the tone for redevelopment of the community especially for key properties like the former Dickerson Courts and Harbor Homes site. The culmination of these efforts have created an environment that would support redevelopment of the site to accommodate industrial uses.

STAFF RECOMMENDATION

Recommend approval of Comprehensive Plan Amendment PLN-2019-0003 to change the land use and transportation map from regional commercial to industrial uses for properties located at 2200 Terminal Avenue, 520 21st Street, and a portion of 1522 Harbor Lane.

CPC RECOMMENDATION

On September 4, 2019, the Planning Commission voted unanimously (8:0) to recommend approval of Comprehensive Plan Amendment PLN-2019-0003 to change the land use and transportation map from regional commercial to industrial uses for properties located at 2200 Terminal Avenue, 520 21st Street, and a portion of 1522 Harbor Lane.
APPENDIX

A-1 BOUNDARY MAP/AERIAL

A-2 EXISTING USE MAP

A-3 ADOPTED ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040 LAND USE MAP

A-4 PROPOSED AMENDMENT TO THE ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040 LAND USE MAP

A-5 SITE PHOTOS

A-6 EXCERPTS FROM THE CITY PLANNING COMMISSION MINUTES OF SEPTEMBER 4, 2019
EXCERPTS FROM PLANNING COMMISSION MINUTES

September 4, 2019

PLN-2019-0003. Proposing land use designation change from regional commercial to industrial uses for properties located at 2200 Terminal Avenue, 520 21st Street and 1511 Harbor Lane. The Parcel Nos. are 312.03.01.01, 312.03.01.08 and 316.00.01.33. The property owners are the Newport News Redevelopment and Housing Authority and the City of Newport News.

Angela Hopkins, Senior Planner, presented the staff report (copy attached to record minutes).

Mr. Carpenter stated he and his wife recently drove through the downtown Newport News area and were very impressed with the improvements.

Mr. Simmons asked why the two yellow blocks adjacent to 22nd Street were separated from the boundary lines. Ms. McAllister stated those properties are currently developed with townhouses.

Mr. Simmons asked if the alley running between the properties would remain. Ms. McAllister stated yes, the alley will remain.

Ms. Stodghill asked what is in the square at the end of 19th Street. Ms. McAllister stated that is a pump station.

Mr. Simmons opened and closed the public hearing.

Mr. Mulvaney made a motion to recommend adoption of plan amendment PLN-2019-0003 to City Council. The motion was seconded by Ms. Willis.

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

The Planning Commission voted unanimously (8:0) to recommend adoption of plan amendment PLN-2019-0003 to City Council.
A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING PLN-2019-0003, AN AMENDMENT TO THE COMPREHENSIVE PLAN, ONE CITY, ONE FUTURE 2040 COMPREHENSIVE PLAN, FOR THE CITY OF NEWPORT NEWS.

WHEREAS, on August 14, 2018, the City of Newport News (the City) adopted One City, One Future 2040 Comprehensive Plan, (the Plan) as its comprehensive plan; and

WHEREAS, the Plan provides the general guidance for planning and zoning decisions within the City; and

WHEREAS, the Planning staff considered a change to the Plan comprehensive land use map for approximately 40.08 acres of land at 2200 Terminal Avenue, 520 21st Street and 1522 Harbor Lane near the I-664 and Terminal Avenue intersection; and

WHEREAS, the Planning staff analyzed and studied the property in question and has recommended an amendment to the Plan, identified as PLN-2019-0003, which would change the designated planned use of the property from Regional Commercial to Industrial; and

WHEREAS, the proposed amendment has been advertised and a public hearing was held, on September 4, 2019, as required by law; and

WHEREAS, the Plan is a consensus document which reflects the vision of the citizens of Newport News concerning the physical development and services within the City, and the proposed land use change seeks to implement that vision.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Newport News, Virginia, that it desires to and does hereby recommend to the Council of the City of Newport News that the land use proposed, for the property in question, identified as PLN-2019-0003, and shown in the Exhibit A-4 attached hereto and made a part hereof, be changed from Regional Commercial to Industrial in the official comprehensive plan of the City, One City, One Future 2040 Comprehensive Plan.

Recommended by the City Planning Commission of Newport News on September 4, 2019.

Daniel Simmons
Chairman
Newport News Planning Commission

Sheila McAllister, AICP
Executive Secretary
Newport News Planning Commission
RESOLUTION NO. ____________

A RESOLUTION APPROVING PLN-2019-0003, AN AMENDMENT TO THE COMPREHENSIVE PLAN, ONE CITY, ONE FUTURE 2040 COMPREHENSIVE PLAN, FOR THE CITY OF NEWPORT NEWS.

WHEREAS, on August 14, 2018, the City of Newport News (the City) adopted One City, One Future 2040 Comprehensive Plan (the Plan) as its comprehensive plan; and

WHEREAS, the Plan provides the general guidance for planning and zoning decisions within the City; and

WHEREAS, the Planning staff considered a change to the Plan comprehensive land use map for approximately 40.08 acres of land at 2200 Terminal Avenue, 520 21st Street and 1522 Harbor Lane near the I-664 and Terminal Avenue intersection; and

WHEREAS, the Planning staff analyzed and studied the property in question and has recommended an amendment to the Plan identified as PLN-2019-0003, which would change the designated planned use of the property from Regional Commercial to Industrial; and

WHEREAS, the proposed amendment has been advertised as required by law, public hearings have been held by the Planning Commission and by the City Council, and the Newport News Planning Commission recommended adoption of the amendment on September 4, 2019; and

WHEREAS, the Plan is a consensus document which reflects the vision of the citizens of Newport News concerning the physical development and services within the City, and the proposed land use change seeks to implement that vision.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia, that it desires to and does hereby approve and adopt the land use proposed by the Planning Commission for the property in question, identified as PLN-2019-0003 and shown in the Exhibit A-4 attached hereto and made apart hereof, and the same shall be changed from Regional Commercial to Industrial in the official comprehensive plan of the City, One City, One Future 2040 Comprehensive Plan.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take such action as shall be required to cause PLN-2019-0003 and the referenced Exhibit to become a part of the official comprehensive plan of the City, One City, One Future 2040 Comprehensive Plan, and to cause other parts of the Plan to conform to the changes made through adoption of PLN-2019-0003, if any.
E. Public Hearings

4. Resolution Authorizing Plan Amendment No. PLN-2019-0004, City of Newport News, to the One City, One Future Comprehensive Plan 2040 Land Use Map Designation from Industrial to Regional Commercial for 1200 Jefferson Avenue

ACTIONS: A REQUEST TO APPROVE A RESOLUTION AUTHORIZING PLAN AMENDMENT PLN-2019-0004, TO THE ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040 LAND USE MAP DESIGNATION FROM INDUSTRIAL TO REGIONAL COMMERCIAL FOR A 5.0 ACRE PROPERTY LOCATED AT 1200 JEFFERSON AVENUE.

BACKGROUND: • The plan amendment recommends regional commercial uses, which are consistent with the Marshall Ridley Choice Neighborhood Transformation Plan recommendations for the property.

• On September 4, 2019, the City Planning Commission voted unanimously (8:0) to recommend approval of the plan amendment to City Council.

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

• The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Memo to HCC re PLN-2019-0004 9.18.19
Staff Report and CPC Minutes
CPC Resolution
Approving Amendment to CP (1200 Jefferson Ave)
TO: The Honorable City Council
FROM: City Manager
SUBJECT: Comprehensive Plan Amendment PLN-2019-0004, City of Newport News

The property under consideration is located at 1200 Jefferson Avenue, containing approximately 5 acres. The property is identified as industrial on the One City, One Future Comprehensive Plan 2040 land use map. The request is to change the comprehensive plan land use map from industrial to regional commercial.

The land use designation for the property was industrial in the city’s Framework for the Future 2008 comprehensive plan to reflect the previous industrial use, Waterfront Lumber. With the adoption of the Marshall Ridley Choice Neighborhood Transformation Plan, the property was identified as an opportunity for acquisition and remediation.

The Newport News Redevelopment and Housing Authority acquired the property during the development of the Transformation Plan. The Plan determined that this site would be more appropriate for regional commercial uses that can take advantage of its proximity to Interstate 664 and the greater Hampton Roads region as well as support the local residential community.

On September 4, 2019, the City Planning Commission voted unanimously 8:0 to recommend approval of plan amendment PLN-2019-0004.

I recommend approval.

[Signature]
Cynthia D. Rohlf

CDR:SWM:ayh

cc: Sheila W. McAllister, Director, Department of Planning
COMPREHENSIVE PLAN AMENDMENT PLN-2019-0004

OWNER/APPLICANT  Newport News Redevelopment & Housing Authority

LOCATION  1200 Jefferson Avenue (Appendix A-1)

PRESENT USE  Vacant

REQUEST  Change the land use map designation from industrial to regional commercial

ONE CITY, ONE FUTURE COMPREHENSIVE PLAN, 2040

ACREAGE  5.0 acres

Industrial (Appendix A-3)

FACTS

North  Ridley Place multiple-family dwellings
South  Vacant industrial
East  Ridley Place multiple-family dwellings
West  Church, outside storage and Seafood Industrial Park

Land Use History  The land use designation for the properties was industrial in the city’s Framework to the Future 2008 comprehensive plan to reflect the previous industrial use, Waterfront Lumber. The property had been the home of Waterfront Lumber for over 50 years. The industrial land use designation was carried over to the One City, One Future Comprehensive Plan 2040. (See Appendix A-3.) With the adoption of the Marshall Ridley Choice Neighborhood Transformation Plan, the property was identified as an opportunity for acquisition and remediation.

Regulatory Review  The Code of Virginia (§15.2-2223) mandates all localities prepare and adopt a comprehensive plan for the physical development of land within its jurisdiction. After plan adoption, amendments to it must be referred to the local planning commission for public hearing, and approved and adopted by the local governing body (§15.2-2229).
The City's adopted *One City, One Future Comprehensive Plan 2040* sets an annual plan review and amendment cycle.

**ANALYSIS**

**Land Use** The property was acquired by the Newport News Redevelopment and Housing Authority in 2018 during the development of the *Marshall Ridley Choice Neighborhood Transformation Plan*. The Plan identified the property as open space and park land which was the first exploration of what the site could become. Since then further refinement of the redevelopment of the Marshall Ridley Choice Neighborhood has determined that this property would be more appropriate for regional commercial uses that can take advantage of its proximity to Interstate 664 and the larger Hampton Roads region and support the local residential community. (See Appendix A-4.) The Implementation grant identifies the site as a location for an open air seafood/farmers market and other possible retail opportunities.

The *One City, One Future Comprehensive Plan 2040* states that with limited vacant land and environmental constraints, growth in the city will be largely accommodated through infill and redevelopment in targeted areas. There are numerous opportunities for redevelopment within the Southeast Community, mostly concentrated along lower Jefferson Avenue, and pockets south of 25th Street approximately between Interstate 664 and Marshall Avenue. The regional commercial land use designation complements the proposed redevelopment identified in the *Marshall Ridley Choice Neighborhood Transformation Plan* particularly the Ridley Place public housing site as well as expanding the commercial opportunities in the area.

Land use and aesthetics are primary factors that shape the urban environment and contribute to "sense of place". The proposed regional commercial designation will assist in creating those unique characteristics that will make the Marshall Ridley Choice Neighborhood special. This designation is one more piece to a larger redevelopment plan for the Marshall Ridley Choice Neighborhood and the larger Southeast Community. Several projects have been started or successfully completed in the vicinity of the property including Jefferson Avenue Streetscape I and II, Brooks Crossing as well as the proposed redevelopment of the former Dickerson Courts and Harbor Homes site which is across the street from the Waterfront Lumber site. These investments will provide for an attractive, vital gateway into the Southeast Community and the Marshall Ridley Choice Neighborhood as well as encourage private investment in this segment of Jefferson Avenue.

**CONCLUSION**

The proposed regional commercial designation supports the *One City, One Future Comprehensive Plan 2040* and the *Marshall Ridley Choice Neighborhood Transformation Plan* goal of improving the city's visual image through reinvestment in an older community as well as enhancing one of the city's major corridors.
STAFF RECOMMENDATION

Recommend approval of Comprehensive Plan Amendment PLN-2019-0004 to change the land use and transportation map from industrial to regional commercial uses for the property located at 1200 Jefferson Avenue.

CPC RECOMMENDATION

On September 4, 2019, the Planning Commission voted unanimously (8:0) to recommend approval of Comprehensive Plan Amendment PLN-2019-0004 to change the land use and transportation map from industrial to regional commercial uses for the property located at 1200 Jefferson Avenue.
APPENDIX

| A-1 | BOUNDARY MAP/AERIAL |
| A-2 | EXISTING USE MAP |
| A-3 | ADOPTED *ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040 LAND USE MAP* |
| A-4 | PROPOSED AMENDMENT TO THE *ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040 LAND USE MAP* |
| A-5 | SITE PHOTOS |
| A-6 | EXCERPTS FROM THE CITY PLANNING COMMISSION MINUTES OF SEPTEMBER 4, 2019 |
EXCERPTS FROM PLANNING COMMISSION MINUTES

September 4, 2019

PLN-2019-0004. Proposing land use designation change from industrial to regional commercial uses for property located at 1200 Jefferson Avenue. The Parcel No. is 316.00.02.48. The property owner is the Newport News Redevelopment and Housing Authority.

Angela Hopkins, Senior Planner, presented the staff report (copy attached to record minutes).

Mr. Simmons opened and closed the public hearing.

Ms. Fox made a motion to recommend adoption of plan amendment PLN-2019-0004 to City Council. The motion was seconded by Mr. Carpenter.

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

The Planning Commission voted unanimously (8:0) to recommend adoption of plan amendment PLN-2019-0004 to City Council.
A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING PLN-2019-0004, AN AMENDMENT TO THE COMPREHENSIVE PLAN, ONE CITY, ONE FUTURE 2040 COMPREHENSIVE PLAN, FOR THE CITY OF NEWPORT NEWS.

WHEREAS, on August 14, 2018, the City of Newport News (the City) adopted One City, One Future 2040 Comprehensive Plan, (the Plan) as its comprehensive plan; and

WHEREAS, the Plan provides the general guidance for planning and zoning decisions within the City; and

WHEREAS, the Planning staff considered a change to the Plan comprehensive land use map for approximately 5.0 acres of land at 1200 Jefferson Avenue near the Jefferson Avenue and 12th Street intersection; and

WHEREAS, the Planning staff analyzed and studied the property in question and has recommended an amendment to the Plan, identified as PLN-2019-0004, which would change the designated planned use of the property from Industrial to Regional Commercial; and

WHEREAS, the proposed amendment has been advertised and a public hearing was held, on September 4, 2019, as required by law; and

WHEREAS, the Plan is a consensus document which reflects the vision of the citizens of Newport News concerning the physical development and services within the City, and the proposed land use change seeks to implement that vision.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Newport News, Virginia, that it desires to and does hereby recommend to the Council of the City of Newport News that the land use proposed, for the property in question, identified as PLN-2019-0004, and shown in the Exhibit A-4 attached hereto and made a part hereof, be changed from Industrial to Regional Commercial in the official comprehensive plan of the City, One City, One Future 2040 Comprehensive Plan.

Recommended by the City Planning Commission of Newport News on September 4, 2019.

Daniel Simmons
Chairman
Newport News Planning Commission

Sheila McAllister, AICP
Executive Secretary
Newport News Planning Commission
RESOLUTION NO. ____________

A RESOLUTION APPROVING PLN-2019-0004, AN AMENDMENT TO THE COMPREHENSIVE PLAN, ONE CITY, ONE FUTURE 2040 COMPREHENSIVE PLAN, FOR THE CITY OF NEWPORT NEWS.

WHEREAS, on August 14, 2018, the City of Newport News (the City) adopted One City, One Future 2040 Comprehensive Plan (the Plan) as its comprehensive plan; and

WHEREAS, the Plan provides the general guidance for planning and zoning decisions within the City; and

WHEREAS, the Planning staff considered a change to the Plan comprehensive land use map for approximately 5.0 acres of land at 1200 Jefferson Avenue near the Jefferson Avenue and 12th Street intersection; and

WHEREAS, the Planning staff analyzed and studied the property in question and has recommended an amendment to the Plan identified as PLN-2019-0004, which would change the designated planned use of the property from Industrial to Regional Commercial; and

WHEREAS, the proposed amendment has been advertised as required by law, public hearings have been held by the Planning Commission and by the City Council, and the Newport News Planning Commission recommended adoption of the amendment on September 4, 2019; and

WHEREAS, the Plan is a consensus document which reflects the vision of the citizens of Newport News concerning the physical development and services within the City, and the proposed land use change seeks to implement that vision.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia, that it desires to and does hereby approve and adopt the land use proposed by the Planning Commission for the property in question, identified as PLN-2019-0004 and shown in the Exhibit A-4 attached hereto and made a part hereof, and the same shall be changed from Industrial to Regional Commercial in the official comprehensive plan of the City, One City, One Future 2040 Comprehensive Plan.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take such action as shall be required to cause PLN-2019-0004 and the referenced Exhibit to become a part of the official comprehensive plan of the City, One City, One Future 2040 Comprehensive Plan, and to cause other parts of the Plan to conform to the changes made through adoption of PLN-2019-0004, if any.
E. Public Hearings

5. Ordinance Authorizing and Directing the City Manager to Execute a Certain Menchville Marina Lease By and Between the City of Newport News, Virginia and James River Holdings, LLC

**ACTION:** A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND JAMES RIVER HOLDINGS, LLC FOR THE MANAGEMENT AND OPERATION OF MENCHVILLE MARINA.

**BACKGROUND:**
- The City currently leases a portion of Menchville Marina to a private tenant through which services are provided to the watermen and boaters utilizing the marina.
- The current lease is set to expire September 30, 2019.
- The City solicited proposals for the lease and management of Menchville Marina, and, following the evaluation process, issued a Notice of Intent to Award to James River Holdings, LLC.
- James River Holdings' proposal presents a thorough management and service plan for Menchville Marina, provides significant cost savings to the City, enhances the level of service at Menchville Marina, and supports and grows the marina's role as a thriving working waterfront.
- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
- Memo to HCC re Menchville Marina Lease 9.18.19
- Authorizing Lease with James River Holdings LLC
CITY OF NEWPORT NEWS
OFFICE OF THE CITY MANAGER

September 18, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: James River Holdings, LLC Menchville Marina Lease

The City of Newport News currently leases a portion of Menchville Marina to a private tenant. Through the lease, services are provided to the watermen and boaters utilizing the marina, and the lease provides for the maintenance of the marina and surrounding area. The current lease is set to expire September 30, 2019.

In anticipation of the upcoming lease expiration, the City issued a request for proposals (RFP) to solicit proposals for the lease and management of Menchville Marina. Following the evaluation process, the City issued a Notice of Intent to Award to James River Holdings, LLC, subject to City Council’s authorization of the lease.

James River Holdings’ proposal presents a thorough management and service plan for Menchville Marina, including the operation and maintenance of the property, service to watermen and buyers, and a robust schedule of proposed rent and capital improvements. The items outlined in the proposal will provide significant cost savings to the City, enhance the level of service at Menchville Marina, and support and grow the marina’s role as a thriving working waterfront.

I recommend that City Council approve the ordinance authorizing a Lease between the City and James River Holdings and authorizing me to execute any documents necessary to effectuate the transaction.

[Signature]
Cynthia D. Rolf

CC: FGK:dep

cc: Florence G. Kingston, Director, Department of Development
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN MENCHVILLE MARINA LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND JAMES RIVER HOLDINGS, LLC, DATED THE 24TH DAY OF SEPTEMBER, 2019.

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

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Menchville Marina Lease by and between the City of Newport News, Virginia, and James River Holdings, LLC, dated the 24th day of September, 2019.

2. That a copy of the said Menchville Marina Lease is attached hereto and made a part hereof.

3. That this ordinance shall be in effect on and after the date of its adoption, September 24, 2019.
MENCHVILLE MARINA LEASE

This LEASE, made this 24th day of September, 2019, by and between the CITY OF NEWPORT NEWS, a Municipal Corporation of the Commonwealth of Virginia, hereinafter called “City”, and JAMES RIVER HOLDINGS, LLC, a Virginia limited liability company, hereinafter called “Lessee”.

WITNESSETH:

That in consideration of the rent, covenants and conditions herein contained, which the Lessee, its successors and assigns, expressly agrees to pay, do and perform, the City does grant by lease unto the Lessee the following described property, known as the “Menchville Marina,” to-wit:

Parcel 1

All that certain lot, piece or parcel of land, consisting of 1.8 acres and identified as Parcel 1 on that certain plat entitled, “PLAT SHOWING SURVEY OF PARCELS 1 & 2 - 2.04 AC MENCHVILLE MARINA AND REMAINDER OF PROPERTY AS SHOWN ON PLAT RECORDED IN DB 1045, PG 2132 - 5.35 AC+ CITY OF NEWPORT NEWS, VIRGINIA”, dated July 10, 1996, attached hereto as Exhibit A, and including any ancillary structures located on said Parcel 1.

Parcel 2

All that certain lot, piece or parcel of land consisting of 0.24 acres of vacant land and the abutting bulkhead and identified as Parcel 2 on the aforesaid plat attached hereto as Exhibit A.

SUBJECT TO that 15‘ Easement Area further defined in Section 5(A) and shown on attached Exhibit B.
1. TERM OF LEASE:

Initial Term: The term of this Lease (the "Term") shall be for a period of five (5) years, commencing on October 1, 2019, and ending on September 30, 2024, unless sooner terminated as a result of abandonment of the demised premises by the Lessee or as otherwise provided herein.

2. CONSIDERATION:

(A) BASE RENT: The Lessee shall pay to the City for the use and occupancy of the demised premises rent at an initial rate of $24,000 annually. The first three (3) years of Base Rent (a total of $72,000) shall be paid on or before the commencement of the Lease.

(B) PAYMENT: Rent shall be made payable to the City of Newport News, Virginia, and mailed to the City of Newport News, Virginia, c/o Department of Development, 2400 Washington Avenue, 3rd Floor, Newport News, Virginia, 23607, or to such other party and such other place as the City may designate in writing as provided herein.

Rental payments are due and payable in annual installments, in advance, on or before the anniversary of the Lease commencement date. Failure to pay rent by the fifth (5th) day following the anniversary of the Lease commencement date shall subject Lessee to a late payment charge of TEN PERCENT (10%) of the annual rent. Failure to timely remit such rental payments to City shall also be subject to Section 14 of this Lease. Delinquent rent payments shall be grounds for termination of the Lease. In any matter pertaining to rental collection, Lessee agrees to pay all court costs and other expenses of collection, including reasonable attorney's fees.
3. **ADDITIONAL CONSIDERATION:**

As additional consideration for this Lease, Lessee agrees to:

(A) Upgrade (as described below), maintain and keep in good repair all buildings, piers, docks, falls and utility access points, to include electrical access for moored vessels, on the demised premises;

(B) Complete and maintain capital improvements, with the prior approval of the City Manager or his or her designee, listed as follows:

i. Lay, grade and maintain the drive, parking, and unloading areas on Parcels 1, 2, and Remainder of Parcel B, as shown on Exhibit A, using Virginia Department of Transportation-approved #57 granite stone, before March 1, 2020, at an estimated cost of $20,000.

ii. Upgrade and maintain electrical service, as necessary, to commercial waterproof specifications and appropriate code standards, utilizing GFI protected equipment capable of operating equipment, including conveyors and hoisters, before March 1, 2020, at an estimated cost of $18,000.

iii. Install and maintain dock decking on demised premises using commercial-grade materials capable of load demands of the facility, before July 1, 2020, at an estimated cost of $60,000.

iv. Install and maintain fencing and gates on the demised premises, with the materials, size, style, and location to be reviewed and approved by City, before April 1, 2020, at an estimated cost of $12,000.

v. Install and maintain security cameras after a proper security assessment, before April 1, 2020, at an estimated cost of $2,500.

vi. Install and maintain an oyster shell recycling center, with the materials, size, style, and location to be reviewed and approved by City, before March 1, 2020, at an estimated cost of $3,000.
vii. Construct and maintain a sanctuary oyster reef on Newport News Lease #10622, Plat File 14500, out of approximately 400 bushels of oyster shell substrate, seed oysters and spat on shell for ecological and sustainability purposes (not open to harvest) within one (1) year of the Lease commencement date at an estimated cost of $10,000 and an additional estimated annual maintenance cost of $1,000 per year.

viii. Install and maintain a remote oyster setting facility to be utilized by Christopher Newport University students and faculty, and other relevant parties, for the purpose of setting larvae to be placed on Newport News Lease #10622, Plat File 14500, before May 1, 2020, at an estimated cost of $10,000.

ix. Provide and maintain refuge collection containers, portable toilets and other sanitation facilities to comply with working waterfront regulations and the Virginia Clean Marina Program before February 1, 2020, at an estimated cost of $3,360 per year.

x. Notwithstanding the foregoing, or any other provision of the Lease, Lessee shall not be deemed in default of the foregoing obligations contained in this Section 3(B) (each an “Improvement” and collectively, “the Improvements”) if:
   a. In City’s sole reasonable opinion, Lessee has diligently pursued (as applicable) the design, approval, permitting, and implementation process for such Improvements but has not completed the process within the specified time frame, and Lessee continues to diligently pursue completion of the process; or
   b. Lessee and City agree to substitute an alternative improvement for one or more of the Improvements.

(C) Additional Rent:
(i) As additional rent, Lessee agrees to make an additional $20,000 in capital improvements within Menchville Marina, mutually agreed upon by Lessee and City, in addition to the capital improvements listed in Section 3(B), during each Lease year. Lessee shall provide written documentation of expenses incurred in making capital improvements to City. Should Lessee fail to make $20,000 of agreed upon capital improvements within any Lease year, Lessee shall make a cash payment to City of the difference between $20,000 and the documented value of the agreed upon capital improvements made within the Lease year. Lessee will make any such payments within 30 days of the close of said Lease year.

(ii) City may elect to receive a cash payment of $20,000 as additional rent in lieu of capital improvements in any Lease year by providing written notice of such election to Lessee no later than 30 days after the start of said Lease year. Lessee shall make a cash payment of $20,000 to City within 30 days of receipt of such a notice.

(D) Engage with Christopher Newport University to coordinate activities and educational opportunities related to the commercial seafood and maritime industries operating out of Menchville Marina, and endeavor to work with the Mariners’ Museum to publicize the instrumental role of Newport News in the Virginia Oyster Industry.

(E) Maintain and mow the grass on all open areas of Parcels 1, 2, Remainder of Parcel A and Remainder of Parcel B, as shown on Exhibit A, and keep the said open spaces free of weeds and brush;

(F) Repair, maintain and grade the parking areas in Parcels 1, 2, and Remainder of Parcel B, as shown on Exhibit A, as needed or as otherwise reasonably requested by the City;
(G) Work the City-leased Deep Creek oyster bed in the Warwick River on Newport News Lease #10622, Plat File 14500, to include, but not be limited to, planting seed oysters, clams or cultch in the 5.91-acre oyster planting ground, as more particularly described on the attached Exhibit C, in accordance with requirements imposed by Code of Virginia Section 28.2-613;

(H) Ensure that no litter or debris is deposited into Deep Creek from the demised premises: If Lessee has knowledge of any such litter, debris or obstacles to navigation adjacent to the demised premises, Lessee shall remove the litter, debris, or obstacles from Deep Creek. If such is not possible, Lessee shall notify the Newport News Department of Parks, Recreation and Tourism of the litter, debris or obstacle in order that arrangements may be made for its removal;

(I) Coordinate with the City to remedy same, should a vessel be found adrift or abandoned on or in Deep Creek adjacent to Parcels 1, 2, Remainder of Parcel B, as shown on Exhibit A; and

(J) Coordinate with the City, including representatives from its Department of Development and its Department of Parks, Recreation and Tourism, on the management of the Remainder of Parcel B, as shown on Exhibit A.

Lessee shall ensure compliance with this section by Lessee’s agents, servants, employees, invitees, guests and other persons utilizing the demised premises. Upon request by City, Lessee shall provide adequate documentation and verification, satisfactory to the City, demonstrating completion of the items identified in this Section 3.

4. PURPOSE AND USE OF DEMISED PREMISES:

(A) USE: The demised premises shall be used only for the following activities and no other activities or uses are permitted without the prior written consent of City:

i. Mooring of sound, seaworthy, fully operational vessels in the water, the majority of which shall be vessels engaged in Virginia’s commercial seafood
and maritime industries, in accordance with Code of Ordinance of the City of
Newport News, Virginia, as applicable;
ii. Collection of dockage and wharfage fees for seafood products;
iii. Crab shedding operations;
iv. Supervised parking of vehicles on the demised premises;
v. Educational opportunities related to commercial seafood and maritime
industries;
vi. Oyster shell recycling and oyster larvae setting facilities and operations; and
vii. Ancillary operations and business activities related to the operation of a
working waterfront.

(B) RESTRICTIONS ON USE:

i. Camping trailers, manufactured homes, and motor homes are prohibited
without the express written consent of the City Manager or his or her designee.

ii. Neither the storage of nor long term parking of any vehicles, including, but
not limited to cars, trucks, trailers, or commercial vehicles, shall be permitted
on the premises. The dry storage of vessels is also prohibited.

iii. Lessee shall not permit any person to maintain a domicile anywhere on the
premises or on a boat moored at the premises.

iv. Except as approved by City, no materials or supplies shall be stored in any
area on the demised premises except in an enclosed building or behind a visual
barrier approved by City.

v. In no event and at no time shall Lessee have the right to remove any
improvements on the demised premises without the prior written approval of
City.

vi. City reserves the right of prior approval for installation of any security fence on
the demised premises.
vii. No litter or debris shall be allowed to accumulate in open spaces on Parcels 1, 2, Remainder of Parcel A and Remainder of Parcel B, as shown on Exhibit A.

viii. No pier or obstruction to navigation shall be constructed beyond the high water mark into the waters of Deep Creek without the written permission of the City Manager, or his or her authorized agent.

ix. Neither Lessee nor Lessee’s agents, servants, employees, invitees, guests nor any other person or entity shall transport any hazardous materials across, nor store upon the demised premises or within Deep Creek without first notifying the City of the nature and amount of such material, its point of origin and its destination. “Hazardous materials” shall mean those substances or materials in a form or quantity which may pose an unreasonable risk to health, safety, or property and are so designated by the laws or regulations of the Commonwealth of Virginia or the laws or regulations of the United States of America. The handling, storage, transfer and sale of all petroleum products shall comply with all federal, state and local regulations.

5. ADDITIONAL COVENANTS

(A) As a condition of this Lease, Lessee is required to provide to Christopher Newport University (“CNU”) and its invitees or CNU’s assignees and the public, if any, the right of ingress and egress across the demised premises to and over the boat ramp at the end of Menchville Road; said right of ingress and egress runs through the southwestern part of Parcel 1, to provide CNU and its invitees, or CNU’s assignees, if any, access to the waters of Deep Creek, as shown on attached Exhibit B as “15’ Easement Area.”

(B) Lessee shall pay leasehold taxes for the demised premises and any taxes imposed on the city because of the leasehold, and shall pay all license taxes for the conduct of its business on the demised premises.
(C) City’s Park Rangers and other designated representatives shall have the right to enter onto the property during reasonable business hours for the purpose of ensuring that Lessee is complying with applicable laws and the terms of this Lease.

(D) Lessee agrees to an annual inspection of all buildings on the demised premises by a City inspector.

(E) All Lessee’s personal property necessary for the conduct of its business at the Menchville Marina shall be registered or scheduled in the City of Newport News, Virginia, for property tax assessment purposes.

(F) Lessee shall use its best efforts to provide City a quarterly listing of all vessels moored at the demised premises for tax assessment purposes.

6. UTILITIES AND SERVICES:

Lessee shall make all provisions for utilities which are needed or required. Lessee shall be responsible for the payment of all utility services consumed at the demised premises, including, but not limited to, electricity, gas, water and sewage. Lessee shall provide a sufficient number and size of solid waste disposal containers so as to accommodate the waste generated by the use of the demised premises. Lessee shall provide or arrange for and maintain an oil collection tank for the recycling of used engine oil on the premises.

7. INSURANCE:

(A) Lessee shall indemnify, defend, protect and save harmless City and its officers, agents and employees from and against all losses, fines, judgments, suits and claims of physical damage to property and bodily injury or death to any person or persons, which may arise out of or be caused by the use and maintenance of said demised premises by Lessee or any claim as aforesaid growing out of Lessee’s business or businesses referred to herein. In addition, Lessee agrees to obtain and continuously keep in force, a general liability insurance policy with a company qualified to do business in the Commonwealth of Virginia. The policy shall at least provide for the following coverage:
i. Bodily injury or death to any person or persons $ 1,000,000.00
ii. Physical damage to property $ 500,000.00
iii. For owned, non-owned and hired automobile
     (Combined Single Limit per occurrence) $ 1,000,000.00

(B) Additional Insured Provisions: Said policy shall provide that the City is added as an additional insured and shall first be approved by the Newport News City Attorney's Office. The City of Newport News, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide advance written notice of cancellation or non-renewal of insurance to the City of Newport News.

Occupation of the demised premises by the Lessee or any approved construction on the demised premises shall not take place until certification of current insurance is on file with City. Failure to keep the required insurance coverage continuously in force during the term of this Lease, and any renewals thereof, shall constitute an event of default of this Lease.

8. NOTICE:

(A) Any and all notices affecting this Lease may be served by the parties hereto, or by their duly authorized agents, as effectively as if same were served by any officer authorized by law to serve such notices. The return of such party, or its duly authorized agent, showing the time, place and manner of service of such notice shall have the same force and effect in any legal proceedings based thereon as a return of service by any officer authorized by law to serve such notice.

(B) All notices required by law to be served upon, and all notices permitted by this Lease to be mailed to a party to this Lease shall be served upon or mailed to, as the case may be, the following agents for each party who are hereby appointed and designated as such for the purpose of receiving all such notices:
i. City's agent shall be: Director, Department of Development, City of Newport News, whose address is 2400 Washington Avenue, 3rd Floor, Newport News, Virginia 23607, with a copy to: City Attorney, 2400 Washington Avenue, 9th Floor, Newport News, Virginia 23607.


iii. Each party shall immediately notify the other party, in writing, of any change of agents, and no change of agents shall be effective until such notice is given.

(C) Where under the terms of this Lease a notice is required or permitted to be mailed by certified or registered mail, return receipt requested, and such notice is not mailed in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is directed.

9. ASSIGNMENT AND SUBLetting:

Lessee agrees that this Lease is not transferable or assignable to any third person or entity, specifically including any purchasers of Lessee's business or of a controlling interest in Lessee's business which is operated at the Menchville Marina, without the prior written approval of City. Any such transfer, sale or assignment shall constitute cause for immediate termination of this Lease at the sole option of the City.

Neither the whole nor any portion of the demised premises shall be sublet without the written consent of the City first obtained. Acceptance of rent by the City from a person other than the Lessee shall not constitute consent to any subletting. In the event the demised premises are sublet, the City reserves the right to renegotiate the terms of this Lease and to establish a new Lease with the Sublessee.

10. PARAGRAPH HEADINGS:

Headings to the paragraphs are mere catchwords and are illustrative only; they do not form a part of this Lease nor are they intended to be used in construing same.
11. **QUIET ENJOYMENT:**

   Except as otherwise provided in this Lease, City covenants that if Lessee shall pay rent on-time and perform all of the terms and conditions of this Lease to be performed by Lessee, Lessee shall during the term of the Lease peaceably and quietly occupy and enjoy exclusive possession of the demised premises without molestation or hindrance by City or any party claiming through or under City, subject to the provisions of this Lease.

12. **MODIFICATION:**

   This Lease may be amended or modified only by a writing signed by authorized agents of both the City and the Lessee. Subject to Section 15.2-2105 of the Virginia Code, as amended, the City Manager is authorized to approve and sign amendments to this Lease on behalf of the City.

13. **INDEMNIFICATION OF CITY:**

   Lessee covenants and agrees that Lessee will protect and save and keep City forever harmless and indemnified against and from any claims, loss, costs, damage, or expense arising from Lessee's (or any person holding, or occupying Menchville Marina under Lessee) operation, occupancy, or possession of Menchville Marina, and that Lessee will at all times protect, save, and keep City harmless and indemnified against and from any and all claims, loss, costs, damage, or expense arising out of or from any accident or other occurrence on or about the Menchville Marina by reason of the neglect of Lessee or those holding or occupying the Menchville Marina under Lessee, causing injury to any person or property whomsoever or whatsoever and will protect, save, and keep City harmless and indemnified against and from any and all claims and against and from any and all loss, costs, damage, or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.

14. **EXPIRATION, TERMINATION, DEFAULT:**

   (A) Should the Lessee fail to use the premises, also referred to herein as the demised premises, for the herein described activities for a period of sixty (60) consecutive days, then the
City shall have the right and option to cancel this Lease and to collect all rentals due and unpaid. Said sixty (60) day period shall be tolled for periods of inactivity due to circumstances beyond the control of Lessee, including (1) natural disasters such as earthquakes, hurricanes, and other acts of God; (2) human-made disasters such as war, acts of terrorism, or riots; and (3) regulatory activity, not arising out of the actions of Lessee, related to the commercial seafood and maritime industry.

(B) In the case of default or breach of any of the covenants or conditions herein contained to be performed by the Lessee, City may cancel this Lease and shall have the right, at any time thereafter, to enter into and upon the said demised premises, or any part thereof, and the same again to have, repossess and enjoy as of its former estate. Prior to the exercise of its option to cancel this Lease pursuant to this paragraph, City agrees to give written notice of such default or breach to Lessee. If Lessee cures the default or breach within a reasonable time, no basis for action pursuant to this paragraph shall lie. The time period within which Lessee shall cure the default or breach shall in no case exceed thirty (30) days. Repeated defaults or breaches of this Lease or violations of law or regulations by Lessee shall not be tolerated, and Lessee agrees that the notice-to-cure provision of this paragraph may be, after thirty (30) days written notice, unilaterally withdrawn by the Newport News City Council if it finds that the provision has been abused. In the event this Lease is canceled pursuant to this paragraph, all unpaid rent shall become due and payable immediately.

(C) Lessee, upon expiration, termination or cancellation of this Lease, having paid all the rents due hereunder and otherwise fulfilled the covenants of this Lease, shall remove from the demised premises personal property placed thereon by it and shall leave the demised premises clean and clear of all debris. Any property left on the demised premises after the termination of this Lease, shall become the property of the City, free and clear of all cost and expense to it. Lessee shall not remove any improvements built on or made to the demised premises, which said improvements are the property of City.
15. MISCELLANEOUS

(A) This Lease shall be governed by the laws of the Commonwealth of Virginia.

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

(C) Lessee may not by operation of law assign this Lease or any interest herein. Lessee agrees as a condition of this Lease, that if any proceeding under the Bankruptcy Code is commenced by or against Lessee, or if Lessee is adjudged insolvent, or if Lessee makes an assignment for the benefit of creditors, or if a writ of attachment or execution is levied on any of Lessee’s property located on the demised premises and is not released or satisfied within five (5) days thereafter, or if a receiver is appointed in any proceeding or action to which Lessee is a party with authority to take possession or control of the demised premises, City shall have the right to exercise any one or more of the remedies set forth in this Lease, and this Lease shall, at the option of City, without notice, immediately terminate and shall not be treated as an asset of Lessee after termination by City.

(D) Lessee waives all claims that now exist, or may hereafter exist, for maintenance of Parcel 1 and Parcel 2, or for services rendered thereon or thereto.

(E) The use of the demised premises shall be subject to all federal, state and local laws, as well as all regulations issued pursuant thereto, and Lessee will not use or employ the said demised premises or any part thereof for any purpose or in any manner which might be construed as a nuisance or contrary to the laws of the land.

(F) This Lease constitutes the entire, full and complete understanding and agreement of the parties, and all representations, conditions, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are hereby expressly merged into this Lease and shall be null, void and without legal effect.
IN WITNESS WHEREOF, the City of Newport News has caused this Lease to be executed by its City Manager, with its seal hereto affixed, duly attested by its City Clerk, both thereunto first duly authorized; and James River Holdings, LLC, has caused this Lease to be executed by James Heyman, its Managing Member, thereunto first duly authorized.

CITY OF NEWPORT NEWS, VIRGINIA

By: ____________________________
    City Manager

ATTEST:

By: ____________________________
    City Clerk

Reviewed by: ____________________________
    Deputy City Attorney

Approved as to form:

______________________________
    City Attorney

COMMONWEALTH OF VIRGINIA
City of Newport News, to-wit:

The undersigned Notary Public in and for the jurisdiction aforesaid, hereby certifies that Cynthia D. Rohlf and Mabel Washington-Jenkins, whose names appear as City Manager and City Clerk, respectively, of the CITY OF NEWPORT NEWS, VIRGINIA, are signed to the foregoing Lease bearing date on the 24th day of September, 2019, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this _____ day of ______________________, 2019.

______________________________
    Notary Public

My Commission Expires: ________________
Registration No.: ________________
JAMES RIVER HOLDINGS, LLC,
a Virginia limited liability company

By: ____________________________________________
    James Heyman, Managing Member

COMMONWEALTH OF VIRGINIA
City of Newport News, to-wit:

The undersigned Notary Public in and for the jurisdiction aforesaid, hereby certifies that James Heyman, whose name appears as Managing Member of James River Holdings, LLC, is signed to the foregoing Lease bearing date on the 24th day of September, 2019, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this _____ day of _____________________, 2019.

_________________________________________________________________
Notary Public

My Commission Expires: ________________
Registration No.: _____________________
EXHIBIT C

COMMONWEALTH
OF
VIRGINIA
MARINE RESOURCES COMMISSION

MAP NO. 290-2560
FILE NO. 14200

WARWICK RIVER

PUBLIC GROUND
NO. 1
WARWICK COUNTY

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PLAT 7112 - AREA - 4.35 AC.
RESURVEY TO CLEAR BUNKER HILL - 0.20 AC.
ARREAS REMAINING - 1.75 AC.
INCREASE DUE TO ERROR - 1.76 AC.
CAUCULATED AREA - 5.91 AC.

5.91 ACRES
OYSTER PLANTING GROUND
Harry E. Atkinson
Warwick River near Deep Creek
DISTRICT NO. 16
SCALE 1" = 1000' OCTOBER 19, 1962

LEWIS W. WAPNAR
LAND SURVEYOR
E. Public Hearings

6. Ordinance Authorizing and Directing the City Manager to Execute a Deed of Lease By and Between the City of Newport News, Virginia and Blue Harvest Services, LLC for Parcel 7 of the Newport News Seafood Industrial Park

**ACTION:** A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A DEED OF LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND BLUE HARVEST MARINE SERVICES, LLC FOR PARCEL 7 OF THE NEWPORT NEWS SEAFOOD INDUSTRIAL PARK.

**BACKGROUND:**

- Blue Harvest Marine Services, LLC (Blue Harvest) is the current Lessee of Parcel 7 and adjoining Parcel 8C in the Seafood Industrial Park (SIP). The current lease between the City and Blue Harvest for Parcel 7 will expire October 31, 2019.

- Blue Harvest has requested a five (5) year lease of Parcel 7 to continue its seafood operations in Newport News.

- Blue Harvest owns and operates fifteen (15) ocean trawlers for scallops and fish and five (5) ground fishing vessels harvesting flounder, cod, pollock and other Atlantic species. In addition, it unloads and packs for processing and export several long line vessels landing tuna, swordfish and other mid-water depth fish.

- Blue Harvest has been an exemplary tenant and is in compliance with its existing Seafood Industrial Park Leases.

- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**

- Description
  - Memo to HCC re Blue Harvest SIP Parcel 7 Lease 9.18.19
  - Attachment - Aerial of SIP Parcel 7
  - Authorizing Lease - Blue Harvest (NNSIP Parcel 7)
TO: The Honorable City Council

FROM: City Manager

SUBJECT: Blue Harvest Marine Services, LLC Lease – Seafood Industrial Park Parcel 7

Blue Harvest Marine Services, LLC (Blue Harvest) is the current Lessee of Seafood Industrial Park (SIP) Parcels 7 and 8C. Both leases between the City and Blue Harvest expire October 31, 2019. Blue Harvest is seeking City Council approval of a five (5) year lease for Parcel 7 beginning November 1, 2019 and expiring October 31, 2024. For your reference, SIP Parcel 7 is a City-owned parcel addressed as 675 Jefferson Avenue, as outlined in yellow on the attached map.

Blue Harvest acquired seven (7) scallop vessels from former SIP tenant, Peabody Corporation, and Council approved assignment of SIP Parcels 7 and 8C to Blue Harvest in May of 2015. Since that time, Blue Harvest has expanded its East Coast operations to include fifteen (15) ocean trawlers harvesting scallops and fish. Blue Harvest also owns five (5) vessels dedicated to ground fishing harvesting flounder, cod, pollock, and other Atlantic species. In addition, it unloads and packs for processing and export several long line vessels landing tuna, swordfish, and other mid-water depth fish.

Blue Harvest has complied with all the terms and conditions of the expiring leases, is current on all taxes due the City and has no outstanding codes violations.

I recommend City Council approve the Ordinance authorizing the lease of SIP Parcel 7 between the City and Blue Harvest, as outlined above, and authorize me to execute any documents necessary to effectuate the transaction.

[Signature]

Cynthia D. Rohlf

CDR:FGK:dpk

Attachment

cc: Florence G. Kingston, Director, Department of Development
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND BLUE HARVEST MARINE SERVICES, LLC, DATED THE 24TH DAY OF SEPTEMBER, 2019, FOR PARCEL 7 OF THE NEWPORT NEWS SEAFOOD INDUSTRIAL PARK.

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

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Deed of Lease by and between the City of Newport News, Virginia, and Blue Harvest Marine Services, LLC, dated the 24th day of September, 2019, for Parcel 7 of the Newport News Seafood Industrial Park.

2. That a copy of the said Deed of Lease is attached hereto and made a part hereof.
DEED OF LEASE

BETWEEN

CITY OF NEWPORT NEWS, VIRGINIA

Landlord

AND

BLUE HARVEST MARINE SERVICES, LLC

Tenant

Dated: September 24, 2019

PARCEL 7

NEWPORT NEWS SEAFOOD INDUSTRIAL PARK

Newport News, Virginia 23607
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Exhibit "A" - Plat of Premises Attached
DEED OF LEASE

THIS DEED OF LEASE ("Lease") is made as of the 24th day of September, 2019 ("Date of Lease"), by and between the CITY OF NEWPORT NEWS, VIRGINIA ("Landlord"), and BLUE HARVEST MARINE SERVICES, LLC, a Delaware limited liability company ("Tenant").

Landlord and Tenant, intending legally to be bound, hereby covenant and agree as set forth below:

ARTICLE 1: GENERAL LEASE CONSIDERATIONS.

Landlord, a municipal corporation in the Commonwealth of Virginia, is the fee simple owner of a tract of land located at the Southeastern terminus of the City of Newport News, Virginia, and fronting on a body of water commonly known as the Hampton Roads Harbor. A portion of the property is owned by the Commonwealth of Virginia and leased to Landlord. This tract of land has been designated as the Newport News Seafood Industrial Park, and is identified as the aggregate of a number of individual parcels adjacent to a manmade harbor. The Newport News Seafood Industrial Park is considered by Landlord as a valuable resource, not only because of its frontage on one of the world’s greatest harbors, but because it is the entrance to the city from the east and southeast areas of Virginia. It is the intent of Landlord to utilize the Newport News Seafood Industrial Park for commercial purposes consistent with the zoning regulations in proximity to the harbor. To this end, Landlord is desirous of leasing Newport News Seafood Industrial Park parcels to commercial entities which share Landlord’s desire to provide utilization of the property for privately-owned businesses to operate clean, environmentally friendly and successful businesses. Landlord is, however, always mindful of its duty to protect this public property for the overall benefit of all citizens of the city.

ARTICLE 2: DEFINITIONS.

The following terms, when used herein, shall have the meanings set forth below:

2.1 Additional Rent. As defined in Section 5.3.

2.2 Agents. Officers, servants, partners, directors, employees, agents, licensees, customers, contractors or invitees.

2.3 Alterations. Alterations, decorations or additions of any kind or nature to the Premises or the Improvements, whether structural or nonstructural, interior, exterior or otherwise.

2.4 Assignment. A transfer of this Deed of Lease by Tenant to a third party during a Term thereof. For purposes of this Deed of Lease, a transfer at any one time or from time-to-time of twenty percent (20%) or more of an interest in Tenant (whether stock, partnership interest or other form of ownership or control) by any person(s) or entity(ies) having an interest in ownership or control of Tenant at the Date of Lease shall be deemed to be an Assignment of this Lease.
2.5 **Broker(s).** Landlord’s: Not applicable.

Tenant’s: Not applicable.

2.6 **Bulkhead.** The concrete retaining wall belonging to Landlord constructed along the inside perimeter of the Newport News Seafood Industrial Park.

2.7 **Calendar Year.** A period of twelve (12) months commencing on each January 1 during the Term, except that the first Calendar Year shall be that period from and including the Commencement Date through December 31 of that same year, and the last Calendar Year shall be that period from and including the last January 1 of the Term through the earlier of the Expiration Date or date of Lease termination.

2.8 **City Manager.** The City Manager for the City of Newport News, Virginia or his designee.

2.9 **Commencement Date.** November 1, 2019, subject to adjustment as set forth in Article 4.

2.10 **Expiration Date.** October 31, 2024, subject to adjustment as set forth in Article 4.

2.11 **Event of Default.** As specifically enumerated in Articles 11 and 22, as well as any intentional violation of any provisions of this deed of lease.

2.12 **Fixed Rent.** The Fixed Rent shall be $0.40 per square foot per year multiplied by the total area of the Premises as adjusted periodically by Landlord in accordance with the provisions of Section 5.4 of the Lease.

2.13 **Guarantor and Guarantor’s Address:**

Not applicable.

2.14 **Guaranty.** The Guaranty of Lease executed by the Guarantor.

2.15 **Herein, Hereafter, Hereunder and Hereof.** Under this Lease, including, without limitation, all Exhibits and any Riders.

2.16 **Harbor Master.** Landlord's employee who is responsible for the general operation of the Newport News Seafood Industrial Park. This position is also known and referred to as the Newport News Port Development Administrator.

2.17 **Hazardous Material.** Any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as, or included in, the definition of “hazardous substances”, “hazardous wastes”, “infectious
wastes”, “hazardous materials” or “toxic substances” now or subsequently regulated under any federal, state or local laws, regulations or ordinances including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse affects on the environment or the health and safety of persons.

2.18 **Improvements.** The improvements located on the Premises and all alterations, additions, improvements, restorations or replacements now or hereafter made thereto.

2.19 **Interest Rate.** Per annum interest rate listed as the base rate on corporate loans at large U.S. money center commercial banks as published from time-to-time under “Money Rates” in the *Wall Street Journal* plus three percent (3%), but in no event greater than the maximum rate permitted by law. In the event the *Wall Street Journal* ceases to publish such rates, Landlord shall choose, at Landlord’s sole discretion, a similar publication which publishes such rates.

2.20 **Landlord.** Includes the named Landlord as well as any Agent of Landlord.

2.21 **Landlord’s Address.**
City Manager
City of Newport News, Virginia
2400 Washington Avenue
Newport News, Virginia 23607

2.22 **Late Payment Charge.** A charge of ten percent (10%) of each delinquent payment for Rent, fees or other charges, but not including Taxes which are subject to a delinquent payment charge.

2.23 **Lease Year.** Each consecutive twelve (12) month period elapsing after (i) the Commencement Date if the Commencement Date occurs on the first day of a month, or (ii) the first day of the month following the Commencement Date if the Commencement Date does not occur on the first day of a month.

2.24 **Leasehold Taxes.** All leasehold interests in real property which are exempt from assessment for taxation shall be assessed for local taxation to Tenant.

2.25 **Mortgage.** Any Mortgage, deed of trust, security interest financing statement, lien, encumbrance or other similar security interest or financing vehicle or title retention interest affecting the Building or the Land.

2.26 **Parking Facilities.** All parking areas now or hereafter made available by Landlord for use by tenants, including, without limitation, open-air parking, and parking areas under or within a structure, whether reserved, exclusive, nonexclusive or otherwise.
2.27 Parking Space Allocation. There shall be no parking spaces which shall be unreserved, nonexclusive parking spaces available in the Parking Facilities.

2.28 Permitted Use. The packing, processing and sale of seafood; the maintenance and repair of vessels and equipment and other maritime support activities; and for no other purpose.

2.29 Premises. Land owned or leased by Landlord designated as Parcel 7 located at the Newport News Seafood Industrial Park as shown on Exhibit A attached hereto and made a part hereof, specifically excluding any part of the Bulkhead adjacent to the parcel.

2.30 Rent. Fixed Rent plus Additional Rent for use of the Premises.

2.31 Security Deposit. Not applicable.

2.32 Subletting. A leasing by Tenant of the whole or part of the Premises during a Term of this Deed of Lease.

2.33 Taxes. All taxes and assessments, including but not limited to, general or special, ordinary or extraordinary, foreseen or unforeseen, assessed, levied or imposed by any governmental authority upon the Premises and any improvements on the Premises, and upon the fixtures, machinery, equipment or systems in, upon or used in connection with any of the foregoing, and the rental revenue or receipts derived therefrom, under the current or any future taxation or assessment system or modification of, supplement to, or substitution for such system, and upon the business operations conducted by Tenant on the Premises, specifically including all Leasehold Taxes levied on this Lease. Real Estate Taxes also shall include special assessments which are in the nature of or in substitution for Real Estate Taxes, including, without limitation, road, sidewalk, sewer and any other improvement assessments, and special use assessments. If, at any time, the method of taxation prevailing at the Commencement Date of Lease shall be altered so that in lieu of, as a substitution for, or in addition to the whole or any part of the Taxes now levied or assessed, there shall be levied or assessed a tax of whatever nature, then the same shall be included as Taxes hereunder.

2.34 Tenant. Includes the named Tenant as well as any Agent of the Tenant.

2.35 Tenant’s Address.

40 Herman Melville Blvd
New Bedford, MA 02740

2.36 Term. Five (5) years.
ARTICLE 3: THE PREMISES.

3.1 Lease of Premises. In consideration of the agreements contained herein, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for the Term and upon the terms and conditions hereinafter provided. The Premises is leased subject to, and Tenant agrees not to violate, all present and future covenants, conditions and restrictions of record which affect the Premises, as well as all local, state and federal laws, rules and regulations.

3.2 Landlord's Reservations. In addition to the other rights of Landlord under this Lease, Landlord reserves the right (i) to change the street address of the Premises, (ii) to install, erect, use, maintain and repair mains, pipes, conduits and other such facilities to serve the Premises, (iii) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Newport News Seafood Industrial Park, (iv) to use Tenant's name in promotional materials relating to the Newport News Seafood Industrial Park. Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or Tenant's use or occupancy of the Premises.

3.3 Removal of Bulkhead or Pier. In no event and at no time, shall the Tenant have the right to remove, alter or modify any part of a Bulkhead or pier located at the Newport News Seafood Industrial Park.

3.4 Jetty Mooring. Mooring of barges, vessels or any other floating structure or device inside the Newport News Seafood Industrial Park jetty is not provided for in this Lease. Jetty mooring and utilization are the subject of separate agreements and regulations.

ARTICLE 4: TERM.

4.1 Initial Term. The Term shall commence on the Commencement Date and expire at midnight on the Expiration Date. If Tenant uses or accepts the Premises before the date set forth in Article 1 as the Commencement Date, then the Commencement Date shall be the date upon which Tenant uses or accepts the Premises (e.g. by the moving of any furnishings or other personality into the Premises). In such event, the Expiration Date shall be adjusted accordingly so that the period of the Term is not changed.

ARTICLE 5: RENT.

5.1 Fixed Rent. Tenant shall pay to Landlord the Fixed Rent as specified in Article 2.

5.2 Payment of Fixed Rent. Fixed Rent for each Lease Year shall be payable in equal monthly installments, in advance, without demand, notice, deduction, offset or counterclaim, on or before the first (1st) day of each and every calendar month during the Term; provided, however, that
the installment of the Fixed Rent payable for the first full calendar month of the Term shall be due and payable on the full execution and delivery of this Lease. If the Commencement Date occurs on a date other than on the first day of a calendar month, Fixed Rent shall be prorated from such date until the first day of the following month. Tenant shall pay the Fixed Rent and all Additional Rent, by good check or in lawful currency of the United States of America, to Landlord at Landlord’s Address, or to such other address or in such other manner as Landlord from time-to-time specifies by written notice to Tenant. Any payment made by Tenant to Landlord on account of Fixed Rent may be credited by Landlord to the payment of any late charges then due and payable and to any Fixed Rent or Additional Rent then past due before being credited to Fixed Rent currently due.

5.3 Additional Rent. All sums payable by Tenant under this Lease, other than Fixed Rent, shall be deemed “Additional Rent”, and unless otherwise set forth herein, shall be payable in the same manner as set forth above for Fixed Rent.

5.4 Adjustment of Fixed Rent. From time-to-time during the initial Term of this Lease, and during any renewal period, in the event a renewal option is exercised, the Fixed Rent and insurance coverage required by this Lease shall be reviewed. The first review shall take place on July 1, 2021, and reviews thereafter shall take place every three (3) years, on July 1st during the initial Term of the Lease or renewal thereof. The Rent shall be adjusted based upon the average increase in the Washington, D.C.-Maryland-Virginia Consumer Price Index for the previous three (3) years and shall be equal to seventy-five percent (75%) of that average. The insurance coverage required by this Lease shall be reviewed at each review date, taking into consideration the use of the Premises, the prevailing coverages for like uses within the insurance industry, the Landlord’s potential for exposure and the experience associated with the Premises. If it is determined in the sole discretion of the Landlord, that the above considerations warrant an increase in insurance coverage, Tenant shall forthwith provide such increased coverage. In the event the revised Fixed Rent or insurance coverage is not agreed to by Tenant within sixty (60) days of the review date, this Lease shall be terminated and the Premises shall be immediately vacated by Tenant.

5.5 Late Payment Charge. Tenant shall pay to Landlord the Late Payment Charge for failure of Tenant to pay the monthly Rent installment to Landlord by close of Landlord’s business on the fifth (5th) day of each month, or Landlord’s next business day in the event the fifth (5th) day of the month is a weekend or holiday for Landlord. Rent payments and Late Payment Charges shall bear interest, from the date such Rent and Late Payment Charges become due and payable to the date of payment thereof, at the Interest Rate.

ARTICLE 6: SECURITY DEPOSIT.

6.1 General. Simultaneously with the execution of this Lease, Tenant shall deposit in the form of cash the Security Deposit with Landlord, if so provided in Article 2, which shall be held by Landlord, without obligation for interest, as security, for the performance of Tenant’s obligations and covenants under this Lease. It is expressly understood and agreed that such deposit is not an advance
6.2 Security. If an Event of Default shall occur or if Tenant fails to surrender the Premises in the condition required by this Lease, Landlord shall have the right (but not the obligation), and without prejudice to any other remedy which Landlord may have on account thereof, to apply all or any portion of the Security Deposit to cure such default or to remedy the condition of the Premises or adjacent Bulkhead. If Landlord so applies the Security Deposit or any portion thereof before the Expiration Date or earlier termination of this Lease, Tenant shall deposit with Landlord, upon demand, the amount necessary to restore the Security Deposit to its original amount. If Landlord shall sell or transfer its interest in the Premises, Landlord shall have the right to transfer the Security Deposit to such purchaser or transferee, in which event Tenant shall look solely to the new Landlord for the return of the Security Deposit, and Landlord thereupon shall be released from all liability to Tenant for the return of the Security Deposit. Although the Security Deposit shall be deemed the property of Landlord, any remaining balance of the Security Deposit shall be returned to Tenant at such time after the Expiration Date or earlier termination of this Lease that all of Tenant’s obligations under this Lease have been fulfilled. Landlord shall conduct a “Post Move-Out Inspection” of the Premises and adjacent Bulkhead within thirty (30) days prior to Landlord’s return of all or any portion of the Security Deposit.

ARTICLE 7: TAXES.

7.1 Tenant’s Taxes. Tenant shall pay to Landlord throughout the Term Tenant’s Taxes. In the event that the Commencement Date or the Expiration Date are other than the first day of a Calendar Year, then Tenant’s Real Estate Taxes and Leasehold Taxes shall be adjusted to reflect the actual period of occupancy during the Calendar Year. All Tenant’s property located at the Newport News Seafood Industrial Park shall be registered in the City of Newport News, Virginia, for property tax assessment purposes. In the event Tenant uses vessels which are not owned by Tenant, but which are controlled, managed or administered by Tenant at the Newport News Seafood Industrial Park as the principal place of mooring, Tenant agrees to have such vessels registered in the City of Newport News, Virginia.

7.2 Reports. Tenant shall submit to the Commissioner of the Revenue and the Newport News Harbor Master, on a quarterly basis, a list of all vessels which are owned by the Tenant and which have been moored at the Newport News Seafood Industrial Park during the previous quarter. Additionally, Tenant shall also submit a list, on a quarterly basis, of all vessels which are not owned by the Tenant, but which have been moored adjacent to the Premises during the previous quarter.

7.3 Additional Fees and Taxes. Landlord reserves unto itself the right to impose and collect a harbor fee, dockage fee, wharfage fee and/or other fee or Taxes at the Newport News Seafood Industrial Park. In the event Landlord enacts a fee or tax to be collected at the Newport News Seafood Industrial Park, Tenant shall collect so much of this fee or tax as pertains to the Premises and forward such collections to Landlord as directed.
ARTICLE 8: PARKING.

Changes to Parking Facilities. Landlord shall have the right, from time-to-time, without Tenant’s consent, to change, alter, add to, temporarily close or otherwise affect any Parking Facilities in such manner as Landlord, in its sole discretion, deems appropriate including, without limitation, the right to designate reserved spaces available only for use by one or more tenants.

ARTICLE 9: BULKHEAD.

9.1 **Bulkhead Utilization.** The Premises which are the subject of this Lease specifically do not include the Bulkhead. Should Tenant desire to utilize the Bulkhead adjacent to the Premises, Tenant shall pay to Landlord, in advance with the monthly Fixed Rent payments, an additional monthly charge equal to the then existing mooring rental rate established by Landlord as Additional Rent.

9.2 **Bulkhead Moorings.** In the event Tenant has paid to the Landlord the monthly Additional Rent in advance, Tenant shall have exclusive use and control of the Bulkhead area on the harbor side of the Premises, and shall be permitted to moor boats, barges and other watercraft to the said Bulkhead so long as it is in furtherance of Tenant’s legitimate business interests at the Newport News Seafood Industrial Park. The mooring of vessels shall not encroach upon the Newport News Seafood Industrial Park channel in such a way as to present a safety hazard or restrict access by water to other areas within the harbor. This provision does not authorize Tenant to lease, sublease, assign, rent or otherwise collect money for mooring vessels along the subject Bulkhead, unless such is specifically authorized within the Special Provisions section of this Lease, without prior written approval from Landlord.

9.3 **Single-boat Mooring.** Mooring of vessels port or starboard side to the Bulkhead is limited to single-boat moorings unless otherwise first approved in writing by the Harbor Master.

9.4 **Stern-to Mooring.** Stern-to mooring of vessels along the Bulkhead is prohibited unless such mooring has been first approved in writing by the Harbor Master.

9.5 **Bulkhead Easement.** Tenant agrees to keep the thirty (30)-foot Bulkhead easement open, free and clear of structures, material or debris, except during such business operations which necessitate the crossing over and utilization of the easement strip for brief periods. If fences are erected, or locks utilized by Tenant which extend to the water, access must be provided so that Landlord may utilize the Bulkhead in time of need as determined by Landlord.

9.6 **Piers and Obstructions.** No pier or obstruction to navigation shall be constructed beyond the Premises into the harbor unless written application is made to and written permission is granted by Landlord.
ARTICLE 10: USE.

10.1 Tenant’s Use of the Premises. Tenant shall occupy the Premises solely for the Permitted Use under Tenant’s Trade Name. The Premises shall not be used for any other purpose without the prior written consent of Landlord. Tenant shall comply, at Tenant’s expense, with all present and future laws, ordinances, rules, requirements, regulations and orders of the United State of America, the Commonwealth of Virginia, the City of Newport News, Virginia and any other public or quasi-public federal, state or local authority and/or any department or agency thereof, having jurisdiction over the Premises and relating to the Premises or imposing any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the Premises. Tenant shall not use or occupy the Premises in any manner that is unlawful or dangerous or that shall constitute waste, unreasonable annoyance or a nuisance to Landlord, the other tenants located at the Newport News Seafood Industrial Park, or the neighboring community.

10.2 Storage of Materials and Supplies. No materials or supplies shall be stored in any area on the Premises except in an enclosed structure or behind a visual barrier approved by Landlord.

ARTICLE 11: ASSIGNMENT AND SUBLETTING.

11.1 Consent. Tenant shall not assign, transfer, Mortgage or otherwise encumber this Lease or sublet or rent (or permit a third party to occupy or use) the Premises, or any part thereof, nor shall any Assignment or transfer of this Lease or the right of occupancy hereunder be effected by operation of law or otherwise, without the prior written consent of Landlord which shall not be unreasonably withheld or delayed. If Landlord consents to the proposed Assignment or Subletting, the initial Tenant and any Guarantor shall remain liable under this Lease and the initial Tenant shall pay to Landlord any amount of Rent or other sums directly or indirectly received by Tenant for Rent of the Premises from any subtenant or assignee which exceeds the Rent. Any assignment, encumbrance, or sublease without Landlord’s written consent shall be voidable by Landlord and, at Landlord’s election, constitute an Event of Default hereunder. Neither the consent by Landlord to any assignment, transfer, encumbrance or Subletting nor the collection or acceptance by Landlord of Rent from any assignee, subtenant or occupant shall be construed as a waiver or release of the initial Tenant or any Guarantor from the terms and conditions of this Lease or relieve Tenant or any subtenant, assignee or other party from obtaining the consent in writing of Landlord to any further assignment, transfer, encumbrance or Subletting. Tenant hereby assigns to Landlord the Rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such Rent or other sums directly to Landlord; provided, however, that until the occurrence of an Event of Default, Tenant shall have the license to continue collecting such Rent and other sums.

11.2 Surrender. Notwithstanding the foregoing, in the event of a proposed Assignment or Subletting, Landlord shall have the right, by notice to Tenant, to terminate this Lease in the event of an Assignment as to all of the Premises and, in the event of a sublease, as to the subleased portion
of the Premises, and to require that all or part, as the case may be, of the Premises be surrendered to Landlord for the balance of the Term.

ARTICLE 12: MAINTENANCE AND REPAIR.

12.1 Landlord’s Obligation. Landlord shall have neither responsibility for nor shall it assume responsibility for any maintenance or repairs to the Premises.

12.2 Tenant’s Obligation. Tenant shall, at its own expense, have sole responsibility for maintenance of all of Tenant’s leasehold improvements on the Premises and other real and personal property within the Premises in good condition, promptly making all necessary repairs and replacements. Tenant shall repair at its expense, any and all damage caused by Tenant or Tenant’s Agents, contractors or subcontractors to the Premises, Bulkhead and any improvements on the Premises, including equipment within such improvements or on the Premises, ordinary wear and tear excepted. Tenant shall also maintain the Premises and the public right-of-way fronting the Premises free and clear of weeds, brush, refuse, litter and debris. Tenant shall also maintain the flora located in the said public right-of-way as living flora and shall keep the grass properly cut, the leaves raked and the trees properly trimmed. It is also Tenant’s responsibility to insure that no refuse, litter or debris is deposited into the Newport News Seafood Industrial Park harbor from the Premises or vessels moored at the Bulkhead utilized by the Tenant or Tenant’s Agents. In the event refuse, litter or debris is so deposited, it shall be the Tenant’s responsibility to immediately remove same.

12.3 Landlord’s Right to Maintain or Repair. If, within five (5) days following notice to Tenant, Tenant fails to commence to repair or replace any damage to the Premises, Bulkhead, adjacent right-of-way landscaping or Improvements which is Tenant’s obligation to perform, and diligently pursue timely completion of such repair and replacement, Landlord may, at its option, cause all required maintenance, repairs or replacements to be made. Tenant shall promptly pay Landlord all costs incurred in connection therewith plus interest thereon at the Interest Rate from the due date until paid.

ARTICLE 13: ALTERATIONS.

13.1 Alterations. Tenant shall not make or permit any Alterations without the prior written consent of Landlord. Landlord may impose any reasonable conditions to its consent, including, without limitation, (i) delivery to Landlord of written and unconditional waivers of mechanic’s and materialmen’s liens as to the Improvements to the Premises for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the Alterations, (ii) prior approval of the plans and specifications with respect to the Alterations, (iii) if required by Landlord, supervision by Landlord’s representative at Tenant’s expense of the Alterations and (iv) delivery to Landlord of payment and performance bonds naming Landlord as obligee. The Alterations shall conform to the requirements of Landlord’s and
Tenant’s insurers and of the federal, state and local governments and agencies having jurisdiction over the Premises, shall be performed in accordance with the terms and provisions of this Lease in a good and workmanlike manner and shall not adversely affect the value, utility or character of the Premises. If the Alterations are not performed as herein required, Landlord shall have the right, at Landlord’s option, to halt any further Alterations, or to require Tenant to perform the Alterations as herein required or to require Tenant to return the Premises to its condition before such Alterations. Subject to Section 13.3 herein, all Alterations and fixtures, whether temporary or permanent in character, made in or upon the Premises either by Tenant or Landlord, will immediately become Landlord’s property and, at the end of the Term, will remain on the Premises without compensation to Tenant. Notwithstanding the foregoing, if any mechanic’s or materialmen’s lien is filed against the Improvements to the Premises for work claimed to have been done for, or materials claimed to have been furnished to or for the benefit of Tenant, such lien shall be discharged of record by Tenant within ten (10) days by the payment thereof or the filing of any bond required by law. If Tenant shall fail to discharge any such lien, Landlord may (but shall not be obligated to) discharge the same, the cost of which shall be paid by Tenant within three (3) days of demand by Tenant. Such discharge by Landlord shall not be deemed to waive or release the default of Tenant in not discharging the same. Neither Landlord’s consent to the Alterations nor anything contained in this Lease shall be deemed to be the agreement or consent of Landlord to subject Landlord’s interest in the Premises or Improvements to any mechanic’s or materialmen’s liens which may be filed in respect of the Alterations.

13.2 Removal of Alterations. All or any part of the Alterations, whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at its expense before the expiration of the Term or shall remain upon the Premises and be surrendered therewith at the Expiration Date or earlier termination of this Lease as the property of Landlord without disturbance, molestation or injury. If Landlord requires the removal of all or part of the Alterations, Tenant, at its expense, shall repair any damage to the Premises or Improvements thereon caused by such removal. If Tenant fails to remove the Alterations upon Landlord’s request, then Landlord may (but shall not be obligated to) remove the same and the cost of such removal and repair of any damage caused by the same, together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same, shall be charged to Tenant and paid upon demand.

13.3 Landlord Alterations. Landlord shall have no obligation to make any Alterations in or to the Premises or the Improvements on the Premises except as specifically provided herein.

ARTICLE 14: SIGNS.

Except as approved in writing by Landlord’s City Manager, no sign, advertisement or notice shall be inscribed, painted, affixed, placed or otherwise displayed by Tenant on any part of the Premises or on the outside or in the windows of any Improvements on the Premises. Any permitted signs shall be installed and maintained by Tenant at Tenant’s sole expense. If any prohibited sign,
advertisement or notice is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same, and Tenant shall pay any and all expenses incurred by Landlord in such removal, together with interest thereon at the Interest Rate, upon demand.

ARTICLE 15: TENANT'S EQUIPMENT AND PROPERTY.

15.1 Moving Tenant's Property. Any and all damage or injury to the Premises or the Improvements on the Premises caused by moving the property of Tenant into or out of the Premises, or due to the same being on the Premises, shall be repaired by Tenant, at the expense of Tenant. Tenant shall promptly remove from any public area any of Tenant's furniture, equipment or other property therein deposited.

15.2 Installing and Operating Tenant's Equipment. Without first obtaining the written consent of Landlord, Tenant shall not install or operate in or on the Premises (i) any equipment of any kind or nature whatsoever which will require any substantial changes, replacements or additions to, or changes in the use of, any water, heating, plumbing, air conditioning or electrical system of the Premises or the Improvements on the Premises, (ii) any equipment which causes the floor load to exceed the load limits for such improvements, or (iii) any microwave, cabling, satellite, communications or similar equipment which is not part of the Premises as of the Commencement Date. Machines and equipment which cause noise or vibration that may be transmitted to the structure of such Improvements or to any space therein so as to be objectionable to Landlord or any other Newport News Seafood Industrial Park tenant or neighboring community shall be installed and maintained by Tenant, at its expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration.

ARTICLE 16: RIGHT-OF-ENTRY.

Landlord's Right-of-Entry. Tenant shall permit Landlord or its Agents, at any time and without notice, to enter the Premises, without charge therefor to Landlord and without diminution of Rent, (i) to examine, inspect and protect the Premises and the Improvements on the Premises, (ii) to make such Alterations and repairs or perform such maintenance which in the sole judgment of Landlord may be deemed necessary or desirable, or (iii) to exhibit the same to prospective tenants during the last eighteen (18) months of the Term, or any renewal term, and to erect on the Premises a suitable sign indicating the Premises are available.

ARTICLE 17: INSURANCE.

17.1 Insurance Rating. Tenant shall not conduct or permit any activity, or place any equipment or material, in or about the Premises or the Improvements which will increase the rate of fire or other insurance on the Premises or insurance benefitting any other tenant of the Newport
News Seafood Industrial Park; and if any increase in the rate of insurance is stated by any insurance company or by the applicable insurance rating bureau to be due to any activity, equipment or material of Tenant in or about the Premises, such statement shall be conclusive evidence that the increase in such rate is due to the same and, as a result thereof, Tenant shall pay such increase to Landlord upon demand.

17.2 **Liability Insurance.** Tenant shall, at its sole cost and expense, procure and maintain throughout the Term a comprehensive general liability policy insuring against claims, demands or actions arising out of or in connection with: (i) the Premises; (ii) the condition of the Premises; (iii) Tenant’s operations in, maintenance and use of the Premises, Improvements or Bulkhead; and (iv) Tenant’s liability assumed under this Lease. Such insurance shall have such minimum limits as are reasonably required by Landlord from time-to-time, but in no event less than Two Million Dollars ($2,000,000.00) combined single limit during any one occurrence for injury to or death of any one or more persons and for property damage or destruction.

17.3 **Insurance for Personal Property.** Tenant shall, at its sole cost and expense, procure and maintain throughout the Term a property insurance policy (written on an “All Risk” basis) insuring all of Tenant’s personal property, including, but not limited to, equipment, furniture, fixtures, furnishings and leasehold improvements which are the responsibility of Tenant for not less than the full replacement cost of said property. All proceeds of such insurance shall be used to repair or replace Tenant’s property.

17.4 **Requirements of Insurance Coverage.** All such insurance required to be carried by Tenant herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and approved by the Newport News City Attorney’s Office. Such insurance (i) shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) shall name Landlord as an additional insured party; and (iii) shall provide that the policy shall not be canceled, failed to be renewed or materially amended without at least forty-five (45) days’ prior written notice [fifteen (15) days if due to nonpayment of premium] to Landlord. On or before the Commencement Date and, thereafter, not less than thirty (30) days before the Expiration Date of the insurance policy, an original of the policy (including any renewal or replacement policy) or a certified copy thereof, together with evidence satisfactory to the Newport News City Attorney’s Office of the payment of all premiums for such policy, shall be delivered to the Newport News City Attorney’s Office for review.

17.5 **Waiver of Subrogation.** If either party hereto is paid any proceeds under any policy of insurance naming such party as an insured, on account of any loss or damage, then such party hereby releases the other party hereto to, and only to, the extent of the amount of such proceeds, from any and all liability for such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents, officers or employees; provided, that such release shall be effective only as to a loss of damage occurring while the appropriate policy of insurance of the releasing party provides that such release shall not impair the effectiveness of such policy or the insured’s ability to recover thereunder. Each
party hereto shall use reasonable efforts to have a clause to such effect included in its said policies, and shall promptly notify the other in writing if such clause cannot be included in any such policy.

ARTICLE 18: LANDLORD SERVICES AND UTILITIES.

Ordinary Services to the Premises. Landlord does not and shall not provide any utility services to the Premises. Any utility services desired by Tenant shall be obtained by the Tenant and paid for by the Tenant, but only after written permission from the Landlord is first provided.

ARTICLE 19: LIABILITY OF LANDLORD.

19.1 No Liability. Landlord and its Agents shall not be liable to Tenant or its Agents, and Tenant for itself and its Agents does hereby release Landlord and its Agents from liability, for any damage, compensation or claim arising from (i) the necessity of repairing or maintaining any portion of Newport News Creek, the Premises, Improvements, Bulkhead or any structural defects thereto; (ii) any interruption in the use of the Premises for any reason, including any interruption or suspension of utility service; (iii) fire or other casualty or personal or property injury, damage or loss resulting from the use or operation (by Landlord, Tenant, or any other person whomsoever) of the Premises, Improvements or Bulkhead; (iv) the termination of this Lease; (v) any crime committed on the Premises, Improvements or Bulkhead; or (vi) any leakage or flooding in or on the Premises, Improvements or Bulkhead from water, rain, snow, other Acts of God or other cause whatsoever. No such occurrence shall give rise to diminution or abatement of Rent or to constructive eviction. Any goods, automobiles, property or personal effects stored or placed by Tenant or its Agents in or about the Premises, Improvements or Bulkhead shall be at the sole risk of Tenant, and Landlord and its Agents shall not in any manner be held responsible therefor. Except to the extent expressly prohibited by law, Tenant hereby waives any claim it might have against Landlord or its Agents for any consequential damages sustained by Tenant arising out of the loss or damage to any person or property of Tenant.

19.2 Indemnity. Tenant shall defend, as determined in the sole discretion of the Landlord, indemnify and hold Landlord, and its Agents, harmless from and against any and all damage, claim, liability, cost or expense (including, without limitation, court costs, attorneys’ or other professionals’ fees) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Landlord or its Agents, directly or indirectly, as a result of, arising from, or in connection with Tenant’s or its Agents’ use and occupancy of the Premises, Improvements or Bulkhead.

ARTICLE 20: RULES AND REGULATIONS.

Tenant’s Compliance. Tenant and its Agents shall at all times abide by and observe the Newport News Seafood Industrial Park Rules and Regulations and any amendments thereto that may
be promulgated from time-to-time by Landlord for the operation and maintenance of the Premises, Improvements or Bulkhead. The Rules and Regulations shall be deemed to be covenants of the Lease to be performed and/or observed by Tenant. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations, or the terms or provisions contained in any other lease, against any other tenant of the Newport News Seafood Industrial Park. Landlord shall not be liable to Tenant for any violation by any party of the Rules and Regulations or the terms of any other Newport News Seafood Industrial Park lease. If there is any inconsistency between this Lease and the Rules and Regulations, this Lease shall govern. Landlord reserves the right to amend and modify the Rules and Regulations as it deems necessary.

ARTICLE 21: DAMAGE; CONDEMNATION.

21.1 Damage to the Premises. If the Premises or Improvements shall be damaged by fire or other cause, Tenant shall diligently and as soon as practicable after such damage occurs (taking into account the time necessary to effect a satisfactory settlement with any insurance company involved) repair such damage at the expense of Tenant. Notwithstanding the foregoing, if the Premises or the Improvements are damaged by fire or other cause to such an extent that, in Landlord’s sole judgement, the damage cannot be substantially repaired within two hundred (200) days after the date of such damage, or if the Premises are damaged during the last two (2) Lease Years, then Landlord or Tenant, within thirty (30) days from the date of such damage, may terminate this Lease by notice to the other, however, Tenant’s responsibility for repairs and the use of insurance proceeds for such repairs shall continue. If either Landlord or Tenant terminates this Lease, the Rent shall be apportioned and paid to the date of such termination. If neither Landlord nor Tenant so elects to terminate this Lease but the damage required to be repaired by Tenant is not repaired within two hundred (200) days from the date of such damage (such two hundred (200) day period to be extended by the period of any delay outside the direct control of Tenant plus a reasonable period for a satisfactory settlement with any insurance company involved), Landlord, within thirty (30) days from the expiration of such two hundred (200) day period, or any extension thereof, may terminate this Lease by notice to Tenant. All injury or damage to the Premises, Improvements or Bulkhead resulting from the fault or negligence of Tenant or its Agents shall be repaired by Tenant, at Tenant’s expense as herein provided, however, Rent shall not abate. If Tenant shall fail to do so or if Landlord shall so elect, Landlord shall have the right to make such repairs, and any expense so incurred by Landlord, together with interest thereon accrued from the date the expense was incurred at the Interest Rate, shall be paid by Tenant upon demand. Notwithstanding anything herein to the contrary, Landlord shall not be required to rebuild, replace or repair any nonstandard Tenant improvements, Tenant extras or Alterations or any personal property of Tenant.

21.2 Condemnation. If the whole or a Substantial Part of the Premises or the Improvements shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking), then the Term shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority, and Rent shall be prorated to the date when title vests in such other governmental or quasi-governmental authority. If less than a Substantial Part of the
Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking), Rent shall be reduced by the ratio that the portion so taken bears to the rentable area of the Premises before such taking, effective as of the date when title vests in such governmental or quasi-governmental authority, and this Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) as a result of such taking, and Tenant hereby agrees to make no claim against the condemning or taking authority for any portion of the amount that may be awarded as compensation or damages as a result of such taking; provided, however, that Tenant may, to the extent allowed by law, claim an award for moving expenses and for the taking of any of Tenant’s property (other than its leasehold interest in the Premises) which does not, under the terms of this Lease, become the property of Landlord at the termination hereof, as long as such claim is separate and distinct from any claim of Landlord and does not diminish Landlord’s award. Tenant hereby assigns to Landlord any right and interest it may have in any award for its leasehold interest in the Premises.

ARTICLE 22: DEFAULT.

22.1 Events of Default. Each of the following shall constitute an Event of Default: (i) Tenant fails to pay Rent within five (5) days after such Rent becomes due and payable; (ii) Tenant fails to observe or perform any other term, condition or covenant herein within ten (10) days after notice from Landlord; (iii) Tenant abandons or vacates the Premises; (iv) Tenant fails to use the Premises for the Permitted Use for an aggregate period of sixty (60) days during any Term of this Lease; (v) Tenant or any Guarantor makes or consents to a general Assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises or all or substantially all of Tenant’s or Guarantor’s assets is appointed; (vi) Tenant or Guarantor files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant or Guarantor and is not discharged by Tenant or Guarantor within sixty (60) days; or (vii) Tenant fails to keep all insurance coverages as required by this Lease continuously in force during all terms of this Lease.

22.2 Landlord’s Remedies. Upon the occurrence of an Event of Default, Landlord, at its option, without any further notice or demand to Tenant whatsoever, may, in addition to all other rights and remedies provided in this Lease, at law or in equity:

(i) Terminate this Lease and Tenant’s right of possession of the Premises, and recover all damages to which Landlord is entitled under law, specifically including, but without limitation, all of Landlord’s expenses of reletting (including, without limitation, rental concessions to new tenants, repairs, Alterations, legal fees and Brokers’ commissions). If Landlord elects to terminate this Lease, every obligation of the parties shall cease as of the date of such termination, except that Tenant shall remain liable for payment of Rent and performance of all other terms and conditions of this Lease to the date of termination.

(ii) Terminate Tenant’s right of possession of the Premises without terminating
this Lease, in which event Landlord may, but shall not be obligated to, relet the Premises, or any part thereof, for the account of Tenant, for such Rent and Term and upon such other conditions as are acceptable to Landlord. For purposes of such reletting, Landlord is authorized to redecorate, repair, alter and improve the Premises to the extent necessary in Landlord's sole discretion. Until Landlord relets the Premises, Tenant shall remain obligated to pay Rent to Landlord as provided in this Lease. If and when the Premises are relet and if a sufficient sum is not realized from such reletting after payment of all Landlord's expenses of reletting (including, without limitation, rental concessions to new tenants, repairs, Alterations, legal fees and brokerage commissions) to satisfy the payment of Rent due under this Lease for any month, Tenant shall pay Landlord any such deficiency upon demand. Tenant agrees that Landlord may file suit to recover any sums due Landlord under this Section from time-to-time and that such suit or recovery of any amount due Landlord shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of Landlord.

(iii) Terminate this Lease and Tenant's right of possession of the Premises, and recover from Tenant the net present value of the Rent due from the date of termination until the Expiration Date, discounted at the lesser of the Interest Rate as of the date of termination or seven percent (7%) per annum.

(iv) Re-enter and repossess the Premises and remove all persons and effects therefrom, by summary proceeding, ejectment or other legal action or by using such force as may be necessary. Landlord shall have no liability by reason of any such re-entry, repossession or removal.

(v) Recover from Tenant, to the extent permitted under the laws of the Commonwealth of Virginia, the value and/or cost of all concessions to Tenant under this Lease.

22.3 Rights Upon Possession. If Landlord takes possession pursuant to this Article, with or without terminating this Lease, Landlord may, at its option, enter into the Premises, remove Tenant's Alterations, signs, personal property, equipment and other evidences of tenancy, and store them at Tenant's risk and expense or dispose of them as Landlord may see fit, and take and hold possession of the Premises; provided, however, that if Landlord elects to take possession only without terminating this Lease, such entry and possession shall not terminate this Lease or release Tenant or any Guarantor, in whole or in part, from the obligation to pay the Rent reserved hereunder for the full Term or from any other obligation under this Lease or any Expiration Date thereof.

22.4 No Waiver. If Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any other covenant, condition or agreement herein contained, nor of any of Landlord's rights hereunder. No waiver by Landlord of any breach shall operate as a waiver of such covenant, condition or agreement, or operate as a waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof. No payment of Rent by Tenant or acceptance of Rent by Landlord shall operate as a waiver of any breach or default by Tenant under this Lease. No payment by Tenant or receipt of Landlord of a lesser amount than the monthly installment of Rent herein stipulated shall be deemed to be other than a payment on account of the earliest unpaid Rent, nor shall any endorsement or statement on
any check or communication accompanying a check for the payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

22.5 Right of Landlord to Cure Tenant's Default. If an Event of Default shall occur, then Landlord may (but shall not be obligated to) make such payment to do such act to cure the Event of Default, and charge the amount of the expense thereof, together with interest accrued thereon from the date such expense is incurred, at the Interest Rate, to Tenant. Such payment shall be due and payable upon demand; however, the making of such payment or the taking of such action by Landlord shall not be deemed to cure the Event of Default or to stop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled. Any such payment made by Landlord on Tenant's behalf shall bear interest until paid, accruing from the date such payment is made by Landlord and for which Tenant will be obligated to pay to the landlord at the Interest Rate.

ARTICLE 23: SURRENDER; HOLDING OVER.

23.1 Surrender of the Premises. Tenant shall peaceably surrender the Premises, Improvements and Bulkhead to landlord on the Expiration Date or earlier termination of this Lease, in as good a condition as when Tenant took possession, including, without limitation, the repair of any damage to the Premises, Improvements or Bulkhead caused by the removal of any of Tenant’s personal property or trade fixtures therefrom, except for reasonable wear and tear and loss by fire or other casualty not caused by Tenant or its Agents. Any of Tenant’s personal property left on or in the Premises, Improvements or Bulkhead after the Expiration Date or earlier termination of this Lease shall be deemed to be abandoned, and, at Landlord's sole option, title shall pass to Landlord under this Lease, except that in no instance shall title to Hazardous Materials pass to the Landlord, but shall continue to vest in the Tenant until lawfully disposed.

23.2 Holding Over. In the event that Tenant shall not immediately surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, Tenant shall be deemed to be a month-to-month Tenant upon all of the terms and provisions of this Lease, except the monthly Rent shall be twice the monthly Fixed Rent and Additional Rent in effect during the last month of the Term. Notwithstanding the foregoing, if Tenant shall hold over after the Expiration Date or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises without process, or by any legal process in force in the Commonwealth of Virginia. Tenant shall indemnify Landlord against all liabilities and damages sustained by Landlord by reason of such retention of possession.

ARTICLE 24: QUIET ENJOYMENT.

Landlord's Covenant of Quiet Enjoyment. Except as otherwise provided in this Deed of
Lease, Landlord covenants that if Tenant shall pay Rent and perform all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term, peaceably and quietly, occupy and enjoy possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord, subject to the provisions of this Lease, and any Mortgage to which this Lease is subordinate and easements, conditions and restrictions of record affecting the Land.

ARTICLE 25: TENANT'S COVENANTS REGARDING HAZARDOUS MATERIALS.

25.1 General Prohibition. Except as otherwise provided in this Article, Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under, over or about the Premises, Improvements or Bulkhead by Tenant or its Agents, sublessees or assignees. Tenant shall indemnify, defend at the sole option of Landlord and hold Landlord harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, attorneys’, consultants’ and experts’ fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant, its Agents or subtenants or assignees. Notwithstanding this general prohibition relative to hazardous materials, Tenant may possess and utilize hazardous materials on the Premises if the specific hazardous material is incident to and necessary for the execution of the specific uses of the Premises for which this deed of lease has been granted and notice of such use or possession has first been provided to the Harbor Master. Such notice shall include the nature and amount of the Hazardous Material, as well as its point of origination and destination.

25.2 Notice. In the event that Hazardous Materials are discovered upon, in, or under the Premises, the Improvements, or the Bulkhead if the Bulkhead is utilized by Tenant, and any governmental agency or entity having jurisdiction over the Premises, Improvements or Bulkhead requires the removal of such Hazardous Materials, Tenant shall be responsible for removing those Hazardous Materials arising out of or related to the use or occupancy of the Premises by Tenant or its Agents, affiliates, subtenants or assignees but not those of its predecessors. Notwithstanding the foregoing, Tenant shall not take any remedial action in or about the Premises of the Improvements, without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to protect Landlord interest with respect thereto. Tenant immediately shall notify Landlord in writing of: (i) any spill, release, discharge or disposal of any Hazardous Material in, on, over or under the Premises, Improvements, Bulkhead or any portions thereof; (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated, or threatened (if Tenant has notice thereof) pursuant to any Hazardous Materials Laws; (iii) any claim made or
threatened by any person against Tenant, the Premises, the Improvements or the Bulkhead relating
to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to
result from any Hazardous Materials; and (iv) any reports made to any governmental agency or entity
arising out of or in connection with any Hazardous Materials in, on, under or about or removed from
the Premises, the Improvements or the Bulkhead, including any complaints, notices, warnings,
reports or asserted violations in connection therewith. Tenant also shall supply to Landlord as
promptly as possible, and in any event within five (5) business days after Tenant first receives or
sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations
relating in any way to the Premises, Improvements, Bulkhead or Tenant’s use or occupancy thereof.

25.3 **Environmental Survey.** Tenant acknowledges that prior to executing this Lease,
Landlord has provided a Level 1 environmental survey of the Premises which indicates that no
Hazardous Materials are present on the Premises. Prior to the termination of cancellation date of this
Lease, Tenant shall provide, at its own expense, Landlord with a Level 1 environmental survey
indicating that there are no Hazardous Materials on the Premises; however, if Hazardous Materials
were introduced on or over the Premises during the Term of this Lease, Tenant shall provide
Landlord with a Level 2 environmental survey, including soil and soil-boring samples. In the event
either survey indicates the presence of Hazardous Materials on the Premises, Tenant shall be solely
responsible for the environmental restoration of the Premises.

25.4 **Survival.** The respective rights and obligations of Landlord and Tenant under this
Article shall survive the expiration or earlier termination of this Lease.

**ARTICLE 26: MISCELLANEOUS.**

26.1 **No Representations by Landlord.** Tenant acknowledges that neither Landlord nor its
Agents, nor any broker, has made any representation or promise with respect to the Premises,
Improvements or the Bulkhead, except as herein expressly set forth, and no rights, privileges,
easements or licenses are acquired by Tenant except as herein expressly set forth. Tenant, by taking
possession of the Premises, shall accept the Premises and the Improvements "AS IS", and such
taking of possession shall be conclusive evidence that the Premises, Improvements and the Bulkhead
are in good and satisfactory condition at the time of such taking of possession.

26.2 **No Partnership.** Nothing contained in this Lease shall be deemed or construed to
create a partnership or joint venture of or between Landlord and Tenant, or to create any other
relationship between Landlord and Tenant other than that of Landlord and Tenant.

26.3 **Estoppe Certificate.** Tenant shall, without charge, at any time and from time-to-
time, within five (5) days after request therefor by Landlord, Mortgagee, any purchaser of the
Premises, Improvements or Bulkhead, or any other interested person, execute, acknowledge and
deliver to such requesting party a written estoppel certificate certifying, as of the date of such
estoppel certificate, the following: (i) that this Lease is unmodified and in full force and effect (or
if modified, that the Lease is in full force and effect as modified and setting forth such modifications);
(ii) that the Term has commenced (and setting forth the Commencement Date and
Expiration Date); (iii) that Tenant is presently occupying the Premises; (iv) the amounts of Base
Rent and Additional Rent currently due and payable by Tenant; (v) that any Alterations required by the Lease to have been made by Landlord have been made to the satisfaction of Tenant; (vi) that there are no existing set-offs, charges, liens, claims or defenses against the enforcement of any right hereunder, including, without limitation, Fixed Rent or Additional Rent (or, if alleged, specifying the same in detail); (vii) that no Fixed Rent (except the first installment thereof) has been paid more than thirty (30) days in advance of its due date; (viii) that Tenant has no knowledge of any then unsecured default by Landlord of its obligations under this Lease (or, if Tenant has such knowledge, specifying the same in detail); (ix) that Tenant is not in default; (x) that the address to which notices to Tenant should be sent is as set forth in the Lease (or, if not, specifying the correct address); and (xi) any other certifications requested by Landlord. In addition, within five (5) days after request by Landlord, Tenant shall deliver to Landlord audited financial statements of Tenant for its most recently ended fiscal year and interim unaudited financial statements for its most recently ended quarter.

26.4 Waiver of Jury Trial. Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought by Landlord against Tenant with respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder or Tenant’s use or occupancy of the Premises. In the event Landlord commences any proceedings for nonpayment of Rent, Tenant shall not interpose any counterclaims. This shall not, however, be construed as a waiver of Tenant’s right to assert such claims in any separate action brought by Tenant.

26.5 Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly served if delivered in person or upon receipt if mailed to Landlord at Landlord’s Address, or if to Tenant to Tenant’s Address. Delivery in person to Landlord means delivered to the Landlord’s City Manager, Assistant City Manager, Director of Planning and Development, Harbor Master or successor to those positions. Delivery in person to Tenant means delivered to Tenant at Tenant’s place of business at the Newport News Seafood Industrial Park. Landlord and Tenant may from time-to-time by written notice to the other designate another address for receipt of future notices. Fax or other modes of service not provided for in this section are deemed not to be acceptable methods of service.

26.6 Invalidation of Particular Provisions. If any provisions of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Lease shall be valid and be enforced to the full extent permitted by law.

26.7 Gender and Number. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

26.8 Benefit and Burden. Subject to the provisions of and except as otherwise expressly provided, the provisions of this Lease shall be binding upon, and shall inure to the benefit of, the
parties hereto and each of their respective representatives, heirs, successors and assigns. Landlord may freely and full assign its interest hereunder.

26.9 **Entire Agreement.** This Lease (which includes the Exhibits attached hereto) contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease shall be of any force or effect. This Lease (other than the Rules and Regulations, which may be changed from time-to-time as provided herein) may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by Landlord and Tenant.

26.10 **Authority.**

(i) If Tenant signs as a corporation, the person executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and validly existing corporation, in good standing, qualified to do business in the Commonwealth of Virginia, that the corporation has full power and authority to enter into this Lease and that he or she is authorized to execute this Lease on behalf of the corporation.

(ii) If Tenant signs as a partnership, the person executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed, validly existing partnership qualified to do business in the Commonwealth of Virginia, that the partnership has full power and authority to enter into this Lease, and that he or she is authorized to execute this Lease on behalf of the partnership.

26.11 **Attorneys’ Fees.** If, as a result of any default of Landlord or Tenant in their performance of any of the provisions of this Lease, the other party uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, the nonprevailing party shall reimburse the prevailing party upon demand for any and all attorneys’ fees and expenses so incurred by the prevailing party.

26.12 **Interpretation.** This Lease is governed by the laws of the Commonwealth of Virginia.

26.13 **No Personal Liability.** Neither Landlord nor its officers, employees or Agents, whether disclosed or undisclosed, shall have any personal liability under any provision of this Lease.

26.14 **Time of the Essence.** Time is of the essence as to Tenant’s obligations contained in this Lease.

26.15 **Force Majeure.** Except for Tenant’s obligations to pay Rent under this Lease, neither Landlord nor Tenant shall be required to perform any of its obligations under this Lease, nor shall such party be liable for loss or damage for failure to do so, nor shall the other party thereby be released from any of its obligations under this Lease, where such failure by the nonperforming party arises from or through acts of God, strikes, lockouts, labor difficulties, explosions, sabotage,
accidents, riots, civil commotions, acts of war, results of any warfare or warlike conditions in this or any foreign country, fire or casualty, legal requirements, energy shortage or other causes beyond the reasonable control of the nonperforming party, unless such loss or damage results from the willful misconduct or gross negligence of the nonprevailing party.

26.16 **Headings.** Captions and headings are for convenience of reference only.

26.17 **Attorney-in-Fact.** If Tenant fails or refuses to execute and deliver any instrument or certificate required to be delivered by Tenant hereunder within the time periods required herein, then Tenant hereby appoints Landlord, should Landlord accept such appointment, as its attorney-in-fact with full power and authority to execute and deliver such instrument or certificate for and in the name of Tenant.

26.18 **Effectiveness.** The furnishing of the form of this Lease shall not constitute an offer and this Lease shall become effective upon and only upon its execution by and delivery to each party hereto.

26.19 **Newport News Harbor Master.** Tenant understands and agrees that the daily operation of the Newport News Seafood Industrial Park will be administered by the Newport News Harbor Master.

26.20 **Newport News Seafood Industrial Park Guidelines.** The Tenant agrees to abide by and conform to the approved regulations and standards which are adopted by Landlord as part of the leasing guidelines of the Newport News Seafood Industrial Park set forth in the “Administrative Leasing Guidelines” of August, 1979, as the same may be amended from time-to-time. Tenant acknowledges receipt of a copy of the “Leasing Guidelines” and is fully familiar therewith.
ARTICLE 27: SPECIAL PROVISIONS.

Tenant and Landlord agree that the following special provisions shall apply to this Lease and are incorporated herein as if fully set out in individual paragraphs:

27.1 Tenant agrees to rent the 145.44 feet of adjacent bulkhead and to execute a Mooring Agreement for the same.

27.2 Should this Lease be extended or renewed, the environmental survey(s) required by Article 25.3 of this Lease shall not be due until the termination or cancellation date of any renewal or extension period.
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal as of the Date of Lease.

LANDLORD:

CITY OF NEWPORT NEWS, VIRGINIA

By: ________________________________
   City Manager

ATTEST:

______________________________
City Clerk

Reviewed by: Approved as to form:

______________________________
Deputy City Attorney City Attorney

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

The undersigned Notary Public, whose commission expires on the _____ day of __________, ______, in and for the jurisdiction aforesaid, hereby certifies that City of Newport News, Virginia, by Cynthia D. Rohlf, as City Manager and Mabel Washington Jenkins, as City Clerk, respectively, whose names are signed to the foregoing Lease bearing date on the 24th day of September, 2019, acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this _____ day of __________________, 2019.

______________________________
Notary Public

Registration No.: _______________________

25
TENANT:

BLUE HARVEST MARINE SERVICES, LLC

By: ________________________________
Charles Wilson, Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

City/County of ______________________, to wit:

The undersigned Notary Public, whose commission expires on the _____ day of
__________________, ______, in and for the jurisdiction aforesaid, hereby certifies that Blue Harvest
Marine Services, LLC, a Delaware limited liability company, by Charles Wilson, whose name
appears as Chief Financial Officer, is signed to the foregoing Lease bearing date on the 24th day of
September, 2019, acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this _____ day of ____________________, 2019.

________________________________________
Notary Public

Registration No.: ____________________________

rep3097
E. Public Hearings

7. Ordinance Authorizing and Directing the City Manager to Execute a Deed of Lease By and Between the City of Newport News, Virginia and Blue Harvest Services, LLC for Parcel 8C of the Newport News Seafood Industrial Park

**ACTION:**
A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A DEED OF LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND BLUE HARVEST MARINE SERVICES, LLC FOR PARCEL 8C OF THE NEWPORT NEWS SEAFOOD INDUSTRIAL PARK.

**BACKGROUND:**
- Blue Harvest Marine Services, LLC (Blue Harvest) is the current Lessee of Parcel 8C and adjoining Parcel 7 in the Seafood Industrial Park (SIP). The current lease between the City and Blue Harvest for Parcel 8C will expire October 31, 2019.

- Blue Harvest has requested a five (5) year lease of Parcel 8C to continue its seafood operations in Newport News.

- Blue Harvest owns and operates fifteen (15) ocean trawlers for scallops and fish and five (5) ground fishing vessels harvesting flounder, cod, pollock and other Atlantic species. In addition, it unloads and packs for processing and export several long line vessels landing tuna, swordfish and other mid-water depth fish.

- Blue Harvest has been an exemplary tenant and is in compliance with its existing Seafood Industrial Park Leases.

- The City Manager recommends approval.

**FISCAL IMPACT:**
- N/A

**ATTACHMENTS:**
- Memo to HCC re Blue Harvest SIP Parcel 8C Lease 9.18.19
- Aerial of SIP Parcel 8C
- Authorizing Lease - Blue Harvest (NNSIP Parcel 8C)
TO: The Honorable City Council
FROM: City Manager
SUBJECT: Blue Harvest Marine Services, LLC Lease – Seafood Industrial Park Parcel 8C

Blue Harvest Marine Services, LLC (Blue Harvest) is the current Lessee of Seafood Industrial Park (SIP) Parcels 7 and 8C. Both leases between the City and Blue Harvest expire October 31, 2019. Blue Harvest is seeking City Council approval of a five (5) year lease for Parcel 8C beginning November 1, 2019 and expiring October 31, 2024. For your reference, SIP Parcel 7 is a City-owned parcel addressed as 675 Jefferson Avenue, as outlined in yellow on the attached map.

Blue Harvest acquired seven (7) scallop vessels from former SIP tenant, Peabody Corporation, and Council approved assignment of SIP Parcels 7 and 8C to Blue Harvest in May of 2015. Since that time, Blue Harvest has expanded its East Coast operations to include fifteen (15) ocean trawlers harvesting scallops and fish. Blue Harvest also owns five (5) vessels dedicated to ground fishing harvesting flounder, cod, pollock, and other Atlantic species. In addition, it unloads and packs for processing and export several long line vessels landing tuna, swordfish, and other mid-water depth fish.

Blue Harvest has complied with all the terms and conditions of the expiring leases, is current on all taxes due the City and has no outstanding codes violations.

I recommend City Council approve the Ordinance authorizing the lease of SIP Parcel 8C between the City and Blue Harvest, as outlined above, and authorize me to execute any documents necessary to effectuate the transaction.

Cynthia D. Rohlf

CDR:FGK:dpk
Attachment

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND BLUE HARVEST MARINE SERVICES, LLC, DATED THE 24TH DAY OF SEPTEMBER, 2019, FOR PARCEL 8C OF THE NEWPORT NEWS SEAFOOD INDUSTRIAL PARK.

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

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Deed of Lease by and between the City of Newport News, Virginia, and Blue Harvest Marine Services, LLC, dated the 24th day of September, 2019, for Parcel 8C of the Newport News Seafood Industrial Park.

2. That a copy of the said Deed of Lease is attached hereto and made a part hereof.
DEED OF LEASE

BETWEEN

CITY OF NEWPORT NEWS, VIRGINIA

Landlord

AND

BLUE HARVEST MARINE SERVICES, LLC

Tenant

Dated: September 24, 2019

PARCEL 8C

NEWPORT NEWS SEAFOOD INDUSTRIAL PARK

Newport News, Virginia 23607
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Exhibit "A" - Plat of Premises Attached
DEED OF LEASE

THIS DEED OF LEASE ("Lease") is made as of the 24th day of September, 2019 ("Date of Lease"), by and between the CITY OF NEWPORT NEWS, VIRGINIA ("Landlord"), and BLUE HARVEST MARINE SERVICES, LLC, a Delaware limited liability company ("Tenant").

Landlord and Tenant, intending legally to be bound, hereby covenant and agree as set forth below:

ARTICLE 1: GENERAL LEASE CONSIDERATIONS.

Landlord, a municipal corporation in the Commonwealth of Virginia, is the fee simple owner of a tract of land located at the Southeastern terminus of the City of Newport News, Virginia, and fronting on a body of water commonly known as the Hampton Roads Harbor. A portion of the property is owned by the Commonwealth of Virginia and leased to Landlord. This tract of land has been designated as the Newport News Seafood Industrial Park, and is identified as the aggregate of a number of individual parcels adjacent to a manmade harbor. The Newport News Seafood Industrial Park is considered by Landlord as a valuable resource, not only because of its frontage on one of the world’s greatest harbors, but because it is the entrance to the city from the east and southeast areas of Virginia. It is the intent of Landlord to utilize the Newport News Seafood Industrial Park for commercial purposes consistent with the zoning regulations in proximity to the harbor. To this end, Landlord is desirous of leasing Newport News Seafood Industrial Park parcels to commercial entities which share Landlord’s desire to provide utilization of the property for privately-owned businesses to operate clean, environmentally friendly and successful businesses. Landlord is, however, always mindful of its duty to protect this public property for the overall benefit of all citizens of the city.

ARTICLE 2: DEFINITIONS.

The following terms, when used herein, shall have the meanings set forth below:

2.1 Additional Rent. As defined in Section 5.3.

2.2 Agents. Officers, servants, partners, directors, employees, agents, licensees, customers, contractors or invitees.

2.3 Alterations. Alterations, decorations or additions of any kind or nature to the Premises or the Improvements, whether structural or nonstructural, interior, exterior or otherwise.

2.4 Assignment. A transfer of this Deed of Lease by Tenant to a third party during a Term thereof. For purposes of this Deed of Lease, a transfer at any one time or from time-to-time of twenty percent (20%) or more of an interest in Tenant (whether stock, partnership interest or other form of ownership or control) by any person(s) or entity(ies) having an interest in ownership or control of Tenant at the Date of Lease shall be deemed to be an Assignment of this Lease.
2.5 **Broker(s).** Landlord’s: Not applicable. Tenant’s: Not applicable.

2.6 **Bulkhead.** The concrete retaining wall belonging to Landlord constructed along the inside perimeter of the Newport News Seafood Industrial Park.

2.7 **Calendar Year.** A period of twelve (12) months commencing on each January 1 during the Term, except that the first Calendar Year shall be that period from and including the Commencement Date through December 31 of that same year, and the last Calendar Year shall be that period from and including the last January 1 of the Term through the earlier of the Expiration Date or date of Lease termination.

2.8 **City Manager.** The City Manager for the City of Newport News, Virginia or his designee.

2.9 **Commencement Date.** November 1, 2019, subject to adjustment as set forth in Article 4.

2.10 **Expiration Date.** October 31, 2024, subject to adjustment as set forth in Article 4.

2.11 **Event of Default.** As specifically enumerated in Articles 11 and 22, as well as any intentional violation of any provisions of this deed of lease.

2.12 **Fixed Rent.** The Fixed Rent shall be $0.40 per square foot per year multiplied by the total area of the Premises as adjusted periodically by Landlord in accordance with the provisions of Section 5.4 of the Lease.

2.13 **Guarantor and Guarantor’s Address:**

Not applicable.

2.14 **Guaranty.** The Guaranty of Lease executed by the Guarantor.

2.15 **Herein, Hereafter, Hereunder and Hereof.** Under this Lease, including, without limitation, all Exhibits and any Riders.

2.16 **Harbor Master.** Landlord's employee who is responsible for the general operation of the Newport News Seafood Industrial Park. This position is also known and referred to as the Newport News Port Development Administrator.

2.17 **Hazardous Material.** Any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as, or included in, the definition of “hazardous substances”, “hazardous wastes”, “infectious
"wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any federal, state or local laws, regulations or ordinances including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse affects on the environment or the health and safety of persons.

2.18 **Improvements.** The improvements located on the Premises and all alterations, additions, improvements, restorations or replacements now or hereafter made thereto.

2.19 **Interest Rate.** Per annum interest rate listed as the base rate on corporate loans at large U.S. money center commercial banks as published from time-to-time under "Money Rates" in the *Wall Street Journal* plus three percent (3%), but in no event greater than the maximum rate permitted by law. In the event the *Wall Street Journal* ceases to publish such rates, Landlord shall choose, at Landlord's sole discretion, a similar publication which publishes such rates.

2.20 **Landlord.** Includes the named Landlord as well as any Agent of Landlord.

2.21 **Landlord's Address.**
City Manager
City of Newport News, Virginia
2400 Washington Avenue
Newport News, Virginia 23607

2.22 **Late Payment Charge.** A charge of ten percent (10%) of each delinquent payment for Rent, fees or other charges, but not including Taxes which are subject to a delinquent payment charge.

2.23 **Lease Year.** Each consecutive twelve (12) month period elapsing after (i) the Commencement Date if the Commencement Date occurs on the first day of a month, or (ii) the first day of the month following the Commencement Date if the Commencement Date does not occur on the first day of a month.

2.24 **Leasehold Taxes.** All leasehold interests in real property which are exempt from assessment for taxation shall be assessed for local taxation to Tenant.

2.25 **Mortgage.** Any Mortgage, deed of trust, security interest financing statement, lien, encumbrance or other similar security interest or financing vehicle or title retention interest affecting the Building or the Land.

2.26 **Parking Facilities.** All parking areas now or hereafter made available by Landlord for use by tenants, including, without limitation, open-air parking, and parking areas under or within a structure, whether reserved, exclusive, nonexclusive or otherwise.
2.27 **Parking Space Allocation.** There shall be no parking spaces which shall be unreserved, nonexclusive parking spaces available in the Parking Facilities.

2.28 **Permitted Use.** The Premises shall be used for the packing, processing and sale of seafood; the dockside maintenance and repair of vessels and equipment and other maritime support activities including, but not limited to, a marine supply store and ice house and for no other purpose.

2.29 **Premises.** Land owned or leased by Landlord designated as Parcel 8C located at the Newport News Seafood Industrial Park as shown on Exhibit A attached hereto and made a part hereof, specifically excluding any part of the Bulkhead adjacent to the parcel.

2.30 **Rent.** Fixed Rent plus Additional Rent for use of the Premises.

2.31 **Security Deposit.** Not applicable.

2.32 **Subletting.** A leasing by Tenant of the whole or part of the Premises during a Term of this Deed of Lease.

2.33 **Taxes.** All taxes and assessments, including but not limited to, general or special, ordinary or extraordinary, foreseen or unforeseen, assessed, levied or imposed by any governmental authority upon the Premises and any improvements on the Premises, and upon the fixtures, machinery, equipment or systems in, upon or used in connection with any of the foregoing, and the rental revenue or receipts derived therefrom, under the current or any future taxation or assessment system or modification of, supplement to, or substitution for such system, and upon the business operations conducted by Tenant on the Premises, specifically including all Leasehold Taxes levied on this Lease. Real Estate Taxes also shall include special assessments which are in the nature of or in substitution for Real Estate Taxes, including, without limitation, road, sidewalk, sewer and any other improvement assessments, and special use assessments. If, at any time, the method of taxation prevailing at the Commencement Date of Lease shall be altered so that in lieu of, as a substitution for, or in addition to the whole or any part of the Taxes now levied or assessed, there shall be levied or assessed a tax of whatever nature, then the same shall be included as Taxes hereunder.

2.34 **Tenant.** Includes the named Tenant as well as any Agent of the Tenant.

2.35 **Tenant’s Address.**

40 Herman Melville Blvd
New Bedford, MA 02740

2.36 **Term.** Five (5) years.
ARTICLE 3: THE PREMISES.

3.1 Lease of Premises. In consideration of the agreements contained herein, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for the Term and upon the terms and conditions hereinafter provided. The Premises is leased subject to, and Tenant agrees not to violate, all present and future covenants, conditions and restrictions of record which affect the Premises, as well as all local, state and federal laws, rules and regulations.

3.2 Landlord’s Reservations. In addition to the other rights of Landlord under this Lease, Landlord reserves the right (i) to change the street address of the Premises, (ii) to install, erect, use, maintain and repair mains, pipes, conduits and other such facilities to serve the Premises, (iii) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Newport News Seafood Industrial Park, (iv) to use Tenant’s name in promotional materials relating to the Newport News Seafood Industrial Park. Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or Tenant’s use or occupancy of the Premises.

3.3 Removal of Bulkhead or Pier. In no event and at no time, shall the Tenant have the right to remove, alter or modify any part of a Bulkhead or pier located at the Newport News Seafood Industrial Park.

3.4 Jetty Mooring. Mooring of barges, vessels or any other floating structure or device inside the Newport News Seafood Industrial Park jetty is not provided for in this Lease. Jetty mooring and utilization are the subject of separate agreements and regulations.

ARTICLE 4: TERM.

4.1 Initial Term. The Term shall commence on the Commencement Date and expire at midnight on the Expiration Date. If Tenant uses or accepts the Premises before the date set forth in Article 1 as the Commencement Date, then the Commencement Date shall be the date upon which Tenant uses or accepts the Premises (e.g. by the moving of any furnishings or other personality into the Premises). In such event, the Expiration Date shall be adjusted accordingly so that the period of the Term is not changed.

ARTICLE 5: RENT.

5.1 Fixed Rent. Tenant shall pay to Landlord the Fixed Rent as specified in Article 2.

5.2 Payment of Fixed Rent. Fixed Rent for each Lease Year shall be payable in equal monthly installments, in advance, without demand, notice, deduction, offset or counterclaim, on or before the first (1st) day of each and every calendar month during the Term; provided, however, that
the installment of the Fixed Rent payable for the first full calendar month of the Term shall be due and payable on the full execution and delivery of this Lease. If the Commencement Date occurs on a date other than on the first day of a calendar month, Fixed Rent shall be prorated from such date until the first day of the following month. Tenant shall pay the Fixed Rent and all Additional Rent, by good check or in lawful currency of the United States of America, to Landlord at Landlord’s Address, or to such other address or in such other manner as Landlord from time-to-time specifies by written notice to Tenant. Any payment made by Tenant to Landlord on account of Fixed Rent may be credited by Landlord to the payment of any late charges then due and payable and to any Fixed Rent or Additional Rent then past due before being credited to Fixed Rent currently due.

5.3 Additional Rent. All sums payable by Tenant under this Lease, other than Fixed Rent, shall be deemed “Additional Rent”, and unless otherwise set forth herein, shall be payable in the same manner as set forth above for Fixed Rent.

5.4 Adjustment of Fixed Rent. From time-to-time during the initial Term of this Lease, and during any renewal period, in the event a renewal option is exercised, the Fixed Rent and insurance coverage required by this Lease shall be reviewed. The first review shall take place on July 1, 2021, and reviews thereafter shall take place every three (3) years, on July 1st during the initial Term of the Lease or renewal thereof. The Rent shall be adjusted based upon the average increase in the Washington, D.C.-Maryland-Virginia Consumer Price Index for the previous three (3) years and shall be equal to seventy-five percent (75%) of that average. The insurance coverage required by this Lease shall be reviewed at each review date, taking into consideration the use of the Premises, the prevailing coverages for like uses within the insurance industry, the Landlord’s potential for exposure and the experience associated with the Premises. If it is determined in the sole discretion of the Landlord, that the above considerations warrant an increase in insurance coverage, Tenant shall forthwith provide such increased coverage. In the event the revised Fixed Rent or insurance coverage is not agreed to by Tenant within sixty (60) days of the review date, this Lease shall be terminated and the Premises shall be immediately vacated by Tenant.

5.5 Late Payment Charge. Tenant shall pay to Landlord the Late Payment Charge for failure of Tenant to pay the monthly Rent installment to Landlord by close of Landlord’s business on the fifth (5th) day of each month, or Landlord’s next business day in the event the fifth (5th) day of the month is a weekend or holiday for Landlord. Rent payments and Late Payment Charges shall bear interest, from the date such Rent and Late Payment Charges become due and payable to the date of payment thereof, at the Interest Rate.

ARTICLE 6: SECURITY DEPOSIT.

6.1 General. Simultaneously with the execution of this Lease, Tenant shall deposit in the form of cash the Security Deposit with Landlord, if so provided in Article 2, which shall be held by Landlord, without obligation for interest, as security, for the performance of Tenant’s obligations and covenants under this Lease. It is expressly understood and agreed that such deposit is not an advance
rental deposit or a measure of Landlord's damages in case of an Event of Default.

6.2 Security. If an Event of Default shall occur or if Tenant fails to surrender the Premises in the condition required by this Lease, Landlord shall have the right (but not the obligation), and without prejudice to any other remedy which Landlord may have on account thereof, to apply all or any portion of the Security Deposit to cure such default or to remedy the condition of the Premises or adjacent Bulkhead. If Landlord so applies the Security Deposit or any portion thereof before the Expiration Date or earlier termination of this Lease, Tenant shall deposit with Landlord, upon demand, the amount necessary to restore the Security Deposit to its original amount. If Landlord shall sell or transfer its interest in the Premises, Landlord shall have the right to transfer the Security Deposit to such purchaser or transferee, in which event Tenant shall look solely to the new Landlord for the return of the Security Deposit, and Landlord thereupon shall be released from all liability to Tenant for the return of the Security Deposit. Although the Security Deposit shall be deemed the property of Landlord, any remaining balance of the Security Deposit shall be returned to Tenant at such time after the Expiration Date or earlier termination of this Lease that all of Tenant's obligations under this Lease have been fulfilled. Landlord shall conduct a "Post Move-Out Inspection" of the Premises and adjacent Bulkhead within thirty (30) days prior to Landlord's return of all or any portion of the Security Deposit.

ARTICLE 7: TAXES.

7.1 Tenant's Taxes. Tenant shall pay to Landlord throughout the Term Tenant's Taxes. In the event that the Commencement Date or the Expiration Date are other than the first day of a Calendar Year, then Tenant's Real Estate Taxes and Leasehold Taxes shall be adjusted to reflect the actual period of occupancy during the Calendar Year. All Tenant's property located at the Newport News Seafood Industrial Park shall be registered in the City of Newport News, Virginia, for property tax assessment purposes. In the event Tenant uses vessels which are not owned by Tenant, but which are controlled, managed or administered by Tenant at the Newport News Seafood Industrial Park as the principal place of mooring, Tenant agrees to have such vessels registered in the City of Newport News, Virginia.

7.2 Reports. Tenant shall submit to the Commissioner of the Revenue and the Newport News Harbor Master, on a quarterly basis, a list of all vessels which are owned by the Tenant and which have been moored at the Newport News Seafood Industrial Park during the previous quarter. Additionally, Tenant shall also submit a list, on a quarterly basis, of all vessels which are not owned by the Tenant, but which have been moored adjacent to the Premises during the previous quarter.

7.3 Additional Fees and Taxes. Landlord reserves unto itself the right to impose and collect a harbor fee, dockage fee, wharfage fee and/or other fee or Taxes at the Newport News Seafood Industrial Park. In the event Landlord enacts a fee or tax to be collected at the Newport News Seafood Industrial Park, Tenant shall collect so much of this fee or tax as pertains to the Premises and forward such collections to Landlord as directed.
ARTICLE 8: PARKING.

Changes to Parking Facilities. Landlord shall have the right, from time-to-time, without Tenant's consent, to change, alter, add to, temporarily close or otherwise affect any Parking Facilities in such manner as Landlord, in its sole discretion, deems appropriate including, without limitation, the right to designate reserved spaces available only for use by one or more tenants.

ARTICLE 9: BULKHEAD.

9.1 Bulkhead Utilization. The Premises which are the subject of this Lease specifically do not include the Bulkhead. Should Tenant desire to utilize the Bulkhead adjacent to the Premises, Tenant shall pay to Landlord, in advance with the monthly Fixed Rent payments, an additional monthly charge equal to the then existing mooring rental rate established by Landlord as Additional Rent.

9.2 Bulkhead Moorings. In the event Tenant has paid to the Landlord the monthly Additional Rent in advance, Tenant shall have exclusive use and control of the Bulkhead area on the harbor side of the Premises, and shall be permitted to moor boats, barges and other watercraft to the said Bulkhead so long as it is in furtherance of Tenant's legitimate business interests at the Newport News Seafood Industrial Park. The mooring of vessels shall not encroach upon the Newport News Seafood Industrial Park channel in such a way as to present a safety hazard or restrict access by water to other areas within the harbor. This provision does not authorize Tenant to lease, sublease, assign, rent or otherwise collect money for mooring vessels along the subject Bulkhead, unless such is specifically authorized within the Special Provisions section of this Lease, without prior written approval from Landlord.

9.3 Single-boat Mooring. Mooring of vessels port or starboard side to the Bulkhead is limited to single-boat moorings unless otherwise first approved in writing by the Harbor Master.

9.4 Stern-to Mooring. Stern-to mooring of vessels along the Bulkhead is prohibited unless such mooring has been first approved in writing by the Harbor Master.

9.5 Bulkhead Easement. Tenant agrees to keep the thirty (30)-foot Bulkhead easement open, free and clear of structures, material or debris, except during such business operations which necessitate the crossing over and utilization of the easement strip for brief periods. If fences are erected, or locks utilized by Tenant which extend to the water, access must be provided so that Landlord may utilize the Bulkhead in time of need as determined by Landlord.

9.6 Piers and Obstructions. No pier or obstruction to navigation shall be constructed beyond the Premises into the harbor unless written application is made to and written permission is granted by Landlord.
ARTICLE 10: USE.

10.1 Tenant’s Use of the Premises. Tenant shall occupy the Premises solely for the Permitted Use under Tenant’s Trade Name. The Premises shall not be used for any other purpose without the prior written consent of Landlord. Tenant shall comply, at Tenant’s expense, with all present and future laws, ordinances, rules, requirements, regulations and orders of the United State of America, the Commonwealth of Virginia, the City of Newport News, Virginia and any other public or quasi-public federal, state or local authority and/or any department or agency thereof, having jurisdiction over the Premises and relating to the Premises or imposing any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the Premises. Tenant shall not use or occupy the Premises in any manner that is unlawful or dangerous or that shall constitute waste, unreasonable annoyance or a nuisance to Landlord, the other tenants located at the Newport News Seafood Industrial Park, or the neighboring community.

10.2 Storage of Materials and Supplies. No materials or supplies shall be stored in any area on the Premises except in an enclosed structure or behind a visual barrier approved by Landlord.

ARTICLE 11: ASSIGNMENT AND SUBLETTING.

11.1 Consent. Tenant shall not assign, transfer, Mortgage or otherwise encumber this Lease or sublet or rent (or permit a third party to occupy or use) the Premises, or any part thereof, nor shall any Assignment or transfer of this Lease or the right of occupancy hereunder be effected by operation of law or otherwise, without the prior written consent of Landlord which shall not be unreasonably withheld or delayed. If Landlord consents to the proposed Assignment or Subletting, the initial Tenant and any Guarantor shall remain liable under this Lease and the initial Tenant shall pay to Landlord any amount of Rent or other sums directly or indirectly received by Tenant for Rent of the Premises from any subtenant or assignee which exceeds the Rent. Any assignment, encumbrance, or sublease without Landlord’s written consent shall be voidable by Landlord and, at Landlord’s election, constitute an Event of Default hereunder. Neither the consent by Landlord to any assignment, transfer, encumbrance or Subletting nor the collection or acceptance by Landlord of Rent from any assignee, subtenant or occupant shall be construed as a waiver or release of the initial Tenant or any Guarantor from the terms and conditions of this Lease or relieve Tenant or any subtenant, assignee or other party from obtaining the consent in writing of Landlord to any further assignment, transfer, encumbrance or Subletting. Tenant hereby assigns to Landlord the Rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such Rent or other sums directly to Landlord; provided, however, that until the occurrence of an Event of Default, Tenant shall have the license to continue collecting such Rent and other sums.

11.2 Surrender. Notwithstanding the foregoing, in the event of a proposed Assignment or Subletting, Landlord shall have the right, by notice to Tenant, to terminate this Lease in the event of an Assignment as to all of the Premises and, in the event of a sublease, as to the subleased portion
of the Premises, and to require that all or part, as the case may be, of the Premises be surrendered to Landlord for the balance of the Term.

ARTICLE 12: MAINTENANCE AND REPAIR.

12.1 Landlord's Obligation. Landlord shall have neither responsibility for nor shall it assume responsibility for any maintenance or repairs to the Premises.

12.2 Tenant's Obligation. Tenant shall, at its own expense, have sole responsibility for maintenance of all of Tenant's leasehold improvements on the Premises and other real and personal property within the Premises in good condition, promptly making all necessary repairs and replacements. Tenant shall repair at its expense, any and all damage caused by Tenant or Tenant's Agents, contractors or subcontractors to the Premises, Bulkhead and any improvements on the Premises, including equipment within such improvements or on the Premises, ordinary wear and tear excepted. Tenant shall also maintain the Premises and the public right-of-way fronting the Premises free and clear of weeds, brush, refuse, litter and debris. Tenant shall also maintain the flora located in the said public right-of-way as living flora and shall keep the grass properly cut, the leaves raked and the trees properly trimmed. It is also Tenant's responsibility to insure that no refuse, litter or debris is deposited into the Newport News Seafood Industrial Park harbor from the Premises or vessels moored at the Bulkhead utilized by the Tenant or Tenant's Agents. In the event refuse, litter or debris is so deposited, it shall be the Tenant's responsibility to immediately remove same.

12.3 Landlord's Right to Maintain or Repair. If, within five (5) days following notice to Tenant, Tenant fails to commence to repair or replace any damage to the Premises, Bulkhead, adjacent right-of-way landscaping or Improvements which is Tenant's obligation to perform, and diligently pursue timely completion of such repair and replacement, Landlord may, at its option, cause all required maintenance, repairs or replacements to be made. Tenant shall promptly pay Landlord all costs incurred in connection therewith plus interest thereon at the Interest Rate from the due date until paid.

ARTICLE 13: ALTERATIONS.

13.1 Alterations. Tenant shall not make or permit any Alterations without the prior written consent of Landlord. Landlord may impose any reasonable conditions to its consent, including, without limitation, (i) delivery to Landlord of written and unconditional waivers of mechanic's and materialmen's liens as to the Improvements to the Premises for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the Alterations, (ii) prior approval of the plans and specifications with respect to the Alterations, (iii) if required by Landlord, supervision by Landlord's representative at Tenant's expense of the Alterations and (iv) delivery to Landlord of payment and performance bonds naming Landlord as obligee. The Alterations shall conform to the requirements of Landlord's and
Tenant’s insurers and of the federal, state and local governments and agencies having jurisdiction over the Premises, shall be performed in accordance with the terms and provisions of this Lease in a good and workmanlike manner and shall not adversely affect the value, utility or character of the Premises. If the Alterations are not performed as herein required, Landlord shall have the right, at Landlord’s option, to halt any further Alterations, or to require Tenant to perform the Alterations as herein required or to require Tenant to return the Premises to its condition before such Alterations. Subject to Section 13.3 herein, all Alterations and fixtures, whether temporary or permanent in character, made in or upon the Premises either by Tenant or Landlord, will immediately become Landlord’s property and, at the end of the Term, will remain on the Premises without compensation to Tenant. Notwithstanding the foregoing, if any mechanic’s or materialmen’s lien is filed against the Improvements to the Premises for work claimed to have been done for, or materials claimed to have been furnished to or for the benefit of Tenant, such lien shall be discharged of record by Tenant within ten (10) days by the payment thereof or the filing of any bond required by law. If Tenant shall fail to discharge any such lien, Landlord may (but shall not be obligated to) discharge the same, the cost of which shall be paid by Tenant within three (3) days of demand by Tenant. Such discharge by Landlord shall not be deemed to waive or release the default of Tenant in not discharging the same. Neither Landlord’s consent to the Alterations nor anything contained in this Lease shall be deemed to be the agreement or consent of Landlord to subject Landlord’s interest in the Premises or Improvements to any mechanic’s or materialmen’s liens which may be filed in respect of the Alterations.

13.2 Removal of Alterations. All or any part of the Alterations, whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at its expense before the expiration of the Term or shall remain upon the Premises and be surrendered therewith at the Expiration Date or earlier termination of this Lease as the property of Landlord without disturbance, molestation or injury. If Landlord requires the removal of all or part of the Alterations, Tenant, at its expense, shall repair any damage to the Premises or Improvements thereon caused by such removal. If Tenant fails to remove the Alterations upon Landlord’s request, then Landlord may (but shall not be obligated to) remove the same and the cost of such removal and repair of any damage caused by the same, together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same, shall be charged to Tenant and paid upon demand.

13.3 Landlord Alterations. Landlord shall have no obligation to make any Alterations in or to the Premises or the Improvements on the Premises except as specifically provided herein.

ARTICLE 14: SIGNS.

Except as approved in writing by Landlord’s City Manager, no sign, advertisement or notice shall be inscribed, painted, affixed, placed or otherwise displayed by Tenant on any part of the Premises or on the outside or in the windows of any Improvements on the Premises. Any permitted signs shall be installed and maintained by Tenant at Tenant’s sole expense. If any prohibited sign,
advertisement or notice is nevertheless exhibited by Tenant, Landlord shall have the right to remove
the same, and Tenant shall pay any and all expenses incurred by Landlord in such removal, together
with interest thereon at the Interest Rate, upon demand.

ARTICLE 15: TENANT'S EQUIPMENT AND PROPERTY.

15.1 Moving Tenant's Property. Any and all damage or injury to the Premises or the
Improvements on the Premises caused by moving the property of Tenant into or out of the Premises,
or due to the same being on the Premises, shall be repaired by Tenant, at the expense of Tenant.
Tenant shall promptly remove from any public area any of Tenant's furniture, equipment or other
property therein deposited.

15.2 Installing and Operating Tenant's Equipment. Without first obtaining the written
consent of Landlord, Tenant shall not install or operate in or on the Premises (i) any equipment of
any kind or nature whatsoever which will require any substantial changes, replacements or additions
to, or changes in the use of, any water, heating, plumbing, air conditioning or electrical system of
the Premises or the Improvements on the Premises, (ii) any equipment which causes the floor load
to exceed the load limits for such improvements, or (iii) any microwave, cabling, satellite,
communications or similar equipment which is not part of the Premises as of the Commencement
Date. Machines and equipment which cause noise or vibration that may be transmitted to the
structure of such Improvements or to any space therein so as to be objectionable to Landlord or any
other Newport News Seafood Industrial Park tenant or neighboring community shall be installed and
maintained by Tenant, at its expense, on vibration eliminators or other devices sufficient to eliminate
such noise and vibration.

ARTICLE 16: RIGHT-OF-ENTRY.

Landlord’s Right-of-Entry. Tenant shall permit Landlord or its Agents, at any time and
without notice, to enter the Premises, without charge therefor to Landlord and without diminution
of Rent, (i) to examine, inspect and protect the Premises and the Improvements on the Premises, (ii)
to make such Alterations and repairs or perform such maintenance which in the sole judgment of
Landlord may be deemed necessary or desirable, or (iii) to exhibit the same to prospective tenants
during the last eighteen (18) months of the Term, or any renewal term, and to erect on the Premises
a suitable sign indicating the Premises are available.

ARTICLE 17: INSURANCE.

17.1 Insurance Rating. Tenant shall not conduct or permit any activity, or place any
equipment or material, in or about the Premises or the Improvements which will increase the rate of
fire or other insurance on the Premises or insurance benefitting any other tenant of the Newport
News Seafood Industrial Park; and if any increase in the rate of insurance is stated by any insurance company or by the applicable insurance rating bureau to be due to any activity, equipment or material of Tenant in or about the Premises, such statement shall be conclusive evidence that the increase in such rate is due to the same and, as a result thereof, Tenant shall pay such increase to Landlord upon demand.

17.2 Liability Insurance. Tenant shall, at its sole cost and expense, procure and maintain throughout the Term a comprehensive general liability policy insuring against claims, demands or actions arising out of or in connection with: (i) the Premises; (ii) the condition of the Premises; (iii) Tenant’s operations in, maintenance and use of the Premises, Improvements or Bulkhead; and (iv) Tenant’s liability assumed under this Lease. Such insurance shall have such minimum limits as are reasonably required by Landlord from time-to-time, but in no event less than Two Million Dollars ($2,000,000.00) combined single limit during any one occurrence for injury to or death of any one or more persons and for property damage or destruction.

17.3 Insurance for Personal Property. Tenant shall, at its sole cost and expense, procure and maintain throughout the Term a property insurance policy (written on an “All Risk” basis) insuring all of Tenant’s personal property, including, but not limited to, equipment, furniture, fixtures, furnishings and leasehold improvements which are the responsibility of Tenant for not less than the full replacement cost of said property. All proceeds of such insurance shall be used to repair or replace Tenant’s property.

17.4 Requirements of Insurance Coverage. All such insurance required to be carried by Tenant herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and approved by the Newport News City Attorney’s Office. Such insurance (i) shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) shall name Landlord as an additional insured party; and (iii) shall provide that the policy shall not be canceled, failed to be renewed or materially amended without at least forty-five (45) days’ prior written notice [fifteen (15) days if due to nonpayment of premium] to Landlord. On or before the Commencement Date and, thereafter, not less than thirty (30) days before the Expiration Date of the insurance policy, an original of the policy (including any renewal or replacement policy) or a certified copy thereof, together with evidence satisfactory to the Newport News City Attorney’s Office of the payment of all premiums for such policy, shall be delivered to the Newport News City Attorney’s Office for review.

17.5 Waiver of Subrogation. If either party hereto is paid any proceeds under any policy of insurance naming such party as an insured, on account of any loss or damage, then such party hereby releases the other party hereto to, and only to, the extent of the amount of such proceeds, from any and all liability for such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents, officers or employees; provided, that such release shall be effective only as to a loss of damage occurring while the appropriate policy of insurance of the releasing party provides that such release shall not impair the effectiveness of such policy or the insured’s ability to recover thereunder. Each
party hereto shall use reasonable efforts to have a clause to such effect included in its said policies, and shall promptly notify the other in writing if such clause cannot be included in any such policy.

ARTICLE 18: LANDLORD SERVICES AND UTILITIES.

Ordinary Services to the Premises. Landlord does not and shall not provide any utility services to the Premises. Any utility services desired by Tenant shall be obtained by the Tenant and paid for by the Tenant, but only after written permission from the Landlord is first provided.

ARTICLE 19: LIABILITY OF LANDLORD.

19.1 No Liability. Landlord and its Agents shall not be liable to Tenant or its Agents, and Tenant for itself and its Agents does hereby release Landlord and its Agents from liability, for any damage, compensation or claim arising from (i) the necessity of repairing or maintaining any portion of Newport News Creek, the Premises, Improvements, Bulkhead or any structural defects thereto; (ii) any interruption in the use of the Premises for any reason, including any interruption or suspension of utility service; (iii) fire or other casualty or personal or property injury, damage or loss resulting from the use or operation (by Landlord, Tenant, or any other person whomsoever) of the Premises, Improvements or Bulkhead; (iv) the termination of this Lease; (v) any crime committed on the Premises, Improvements or Bulkhead; or (vi) any leakage or flooding in or on the Premises, Improvements or Bulkhead from water, rain, snow, other Acts of God or other cause whatsoever. No such occurrence shall give rise to diminution or abatement of Rent or to constructive eviction. Any goods, automobiles, property or personal effects stored or placed by Tenant or its Agents in or about the Premises, Improvements or Bulkhead shall be at the sole risk of Tenant, and Landlord and its Agents shall not in any manner be held responsible therefor. Except to the extent expressly prohibited by law, Tenant hereby waives any claim it might have against Landlord or its Agents for any consequential damages sustained by Tenant arising out of the loss or damage to any person or property of Tenant.

19.2 Indemnity. Tenant shall defend, as determined in the sole discretion of the Landlord, indemnify and hold Landlord, and its Agents, harmless from and against any and all damage, claim, liability, cost or expense (including, without limitation, court costs, attorneys’ or other professionals’ fees) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Landlord or its Agents, directly or indirectly, as a result of, arising from, or in connection with Tenant’s or its Agents’ use and occupancy of the Premises, Improvements or Bulkhead.

ARTICLE 20: RULES AND REGULATIONS.

Tenant’s Compliance. Tenant and its Agents shall at all times abide by and observe the Newport News Seafood Industrial Park Rules and Regulations and any amendments thereto that may
be promulgated from time-to-time by Landlord for the operation and maintenance of the Premises, Improvements or Bulkhead. The Rules and Regulations shall be deemed to be covenants of the Lease to be performed and/or observed by Tenant. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations, or the terms or provisions contained in any other lease, against any other tenant of the Newport News Seafood Industrial Park. Landlord shall not be liable to Tenant for any violation by any party of the Rules and Regulations or the terms of any other Newport News Seafood Industrial Park lease. If there is any inconsistency between this Lease and the Rules and Regulations, this Lease shall govern. Landlord reserves the right to amend and modify the Rules and Regulations as it deems necessary.

ARTICLE 21: DAMAGE; CONDEMNATION.

21.1 Damage to the Premises. If the Premises or Improvements shall be damaged by fire or other cause, Tenant shall diligently and as soon as practicable after such damage occurs (taking into account the time necessary to effect a satisfactory settlement with any insurance company involved) repair such damage at the expense of Tenant. Notwithstanding the foregoing, if the Premises or the Improvements are damaged by fire or other cause to such an extent that, in Landlord’s sole judgement, the damage cannot be substantially repaired within two hundred (200) days after the date of such damage, or if the Premises are damaged during the last two (2) Lease Years, then Landlord or Tenant, within thirty (30) days from the date of such damage, may terminate this Lease by notice to the other, however, Tenant’s responsibility for repairs and the use of insurance proceeds for such repairs shall continue. If either Landlord or Tenant terminates this Lease, the Rent shall be apportioned and paid to the date of such termination. If neither Landlord nor Tenant so elects to terminate this Lease but the damage required to be repaired by Tenant is not repaired within two hundred (200) days from the date of such damage (such two hundred (200) day period to be extended by the period of any delay outside the direct control of Tenant plus a reasonable period for a satisfactory settlement with any insurance company involved), Landlord, within thirty (30) days from the expiration of such two hundred (200) day period, or any extension thereof, may terminate this Lease by notice to Tenant. All injury or damage to the Premises, Improvements or Bulkhead resulting from the fault or negligence of Tenant or its Agents shall be repaired by Tenant, at Tenant’s expense as herein provided, however, Rent shall not abate. If Tenant shall fail to do so or if Landlord shall so elect, Landlord shall have the right to make such repairs, and any expense so incurred by Landlord, together with interest thereon accrued from the date the expense was incurred at the Interest Rate, shall be paid by Tenant upon demand. Notwithstanding anything herein to the contrary, Landlord shall not be required to rebuild, replace or repair any nonstandard Tenant improvements, Tenant extras or Alterations or any personal property of Tenant.

21.2 Condemnation. If the whole or a Substantial Part of the Premises or the Improvements shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking), then the Term shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority, and Rent shall be prorated to the date when title vests in such other governmental or quasi-governmental authority. If less than a Substantial Part of the
Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking), Rent shall be reduced by the ratio that the portion so taken bears to the rentable area of the Premises before such taking, effective as of the date when title vests in such governmental or quasi-governmental authority, and this Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) as a result of such taking, and Tenant hereby agrees to make no claim against the condemning or taking authority for any portion of the amount that may be awarded as compensation or damages as a result of such taking; provided, however, that Tenant may, to the extent allowed by law, claim an award for moving expenses and for the taking of any of Tenant’s property (other than its leasehold interest in the Premises) which does not, under the terms of this Lease, become the property of Landlord at the termination hereof, as long as such claim is separate and distinct from any claim of Landlord and does not diminish Landlord’s award. Tenant hereby assigns to Landlord any right and interest it may have in any award for its leasehold interest in the Premises.

ARTICLE 22: DEFAULT.

22.1 Events of Default. Each of the following shall constitute an Event of Default: (i) Tenant fails to pay Rent within five (5) days after such Rent becomes due and payable; (ii) Tenant fails to observe or perform any other term, condition or covenant herein within ten (10) days after notice from Landlord; (iii) Tenant abandons or vacates the Premises; (iv) Tenant fails to use the Premises for the Permitted Use for an aggregate period of sixty (60) days during any Term of this Lease; (v) Tenant or any Guarantor makes or consents to a general Assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises or all or substantially all of Tenant’s or Guarantor’s assets is appointed; (vi) Tenant or Guarantor files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant or Guarantor and is not discharged by Tenant or Guarantor within sixty (60) days; or (vii) Tenant fails to keep all insurance coverages as required by this Lease continuously in force during all terms of this Lease.

22.2 Landlord’s Remedies. Upon the occurrence of an Event of Default, Landlord, at its option, without any further notice or demand to Tenant whatsoever, may, in addition to all other rights and remedies provided in this Lease, at law or in equity:

(i) Terminate this Lease and Tenant’s right of possession of the Premises, and recover all damages to which Landlord is entitled under law, specifically including, but without limitation, all of Landlord’s expenses of reletting (including, without limitation, rental concessions to new tenants, repairs, Alterations, legal fees and Brokers’ commissions). If Landlord elects to terminate this Lease, every obligation of the parties shall cease as of the date of such termination, except that Tenant shall remain liable for payment of Rent and performance of all other terms and conditions of this Lease to the date of termination.

(ii) Terminate Tenant’s right of possession of the Premises without terminating
this Lease, in which event Landlord may, but shall not be obligated to, relet the Premises, or any part thereof, for the account of Tenant, for such Rent and Term and upon such other conditions as are acceptable to Landlord. For purposes of such reletting, Landlord is authorized to redecorate, repair, alter and improve the Premises to the extent necessary in Landlord’s sole discretion. Until Landlord relets the Premises, Tenant shall remain obligated to pay Rent to Landlord as provided in this Lease. If and when the Premises are relet and if a sufficient sum is not realized from such reletting after payment of all Landlord’s expenses of reletting (including, without limitation, rental concessions to new tenants, repairs, Alterations, legal fees and brokerage commissions) to satisfy the payment of Rent due under this Lease for any month, Tenant shall pay Landlord any such deficiency upon demand. Tenant agrees that Landlord may file suit to recover any sums due Landlord under this Section from time-to-time and that such suit or recovery of any amount due Landlord shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of Landlord.

(iii) Terminate this Lease and Tenant’s right of possession of the Premises, and recover from Tenant the net present value of the Rent due from the date of termination until the Expiration Date, discounted at the lesser of the Interest Rate as of the date of termination or seven percent (7%) per annum.

(iv) Re-enter and repossess the Premises and remove all persons and effects therefrom, by summary proceeding, ejectment or other legal action or by using such force as may be necessary. Landlord shall have no liability by reason of any such re-entry, repossess or removal.

(v) Recover from Tenant, to the extent permitted under the laws of the Commonwealth of Virginia, the value and/or cost of all concessions to Tenant under this Lease.

22.3 Rights Upon Possession. If Landlord takes possession pursuant to this Article, with or without terminating this Lease, Landlord may, at its option, enter into the Premises, remove Tenant’s Alterations, signs, personal property, equipment and other evidences of tenancy, and store them at Tenant’s risk and expense or dispose of them as Landlord may see fit, and take and hold possession of the Premises; provided, however, that if Landlord elects to take possession only without terminating this Lease, such entry and possession shall not terminate this Lease or release Tenant or any Guarantor, in whole or in part, from the obligation to pay the Rent reserved hereunder for the full Term or from any other obligation under this Lease or any Expiration Date thereof.

22.4 No Waiver. If Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any other covenant, condition or agreement herein contained, nor of any of Landlord’s rights hereunder. No waiver by Landlord of any breach shall operate as a waiver of such covenant, condition or agreement, or operate as a waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof. No payment of Rent by Tenant or acceptance of Rent by Landlord shall operate as a waiver of any breach or default by Tenant under this Lease. No payment by Tenant or receipt of Landlord of a lesser amount than the monthly installment of Rent herein stipulated shall be deemed to be other than a payment on account of the earliest unpaid Rent, nor shall any endorsement or statement on
any check or communication accompanying a check for the payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord’s right to recover the balance of such Rent or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

22.5 Right of Landlord to Cure Tenant’s Default. If an Event of Default shall occur, then Landlord may (but shall not be obligated to) make such payment to do such act to cure the Event of Default, and charge the amount of the expense thereof, together with interest accrued thereon from the date such expense is incurred, at the Interest Rate, to Tenant. Such payment shall be due and payable upon demand; however, the making of such payment or the taking of such action by Landlord shall not be deemed to cure the Event of Default or to stop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled. Any such payment made by Landlord on Tenant’s behalf shall bear interest until paid, accruing from the date such payment is made by Landlord and for which Tenant will be obligated to pay to the landlord at the Interest Rate.

ARTICLE 23: SURRENDER; HOLDING OVER.

23.1 Surrender of the Premises. Tenant shall peaceably surrender the Premises, Improvements and Bulkhead to landlord on the Expiration Date or earlier termination of this Lease, in as good a condition as when Tenant took possession, including, without limitation, the repair of any damage to the Premises, Improvements or Bulkhead caused by the removal of any of Tenant’s personal property or trade fixtures therefrom, except for reasonable wear and tear and loss by fire or other casualty not caused by Tenant or its Agents. Any of Tenant’s personal property left on or in the Premises, Improvements or Bulkhead after the Expiration Date or earlier termination of this Lease shall be deemed to be abandoned, and, at Landlord’s sole option, title shall pass to Landlord under this Lease, except that in no instance shall title to Hazardous Materials pass to the Landlord, but shall continue to vest in the Tenant until lawfully disposed.

23.2 Holding Over. In the event that Tenant shall not immediately surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, Tenant shall be deemed to be a month-to-month Tenant upon all of the terms and provisions of this Lease, except the monthly Rent shall be twice the monthly Fixed Rent and Additional Rent in effect during the last month of the Term. Notwithstanding the foregoing, if Tenant shall hold over after the Expiration Date or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises without process, or by any legal process in force in the Commonwealth of Virginia. Tenant shall indemnify Landlord against all liabilities and damages sustained by Landlord by reason of such retention of possession.

ARTICLE 24: QUIET ENJOYMENT.

Landlord's Covenant of Quiet Enjoyment. Except as otherwise provided in this Deed of
Lease, Landlord covenants that if Tenant shall pay Rent and perform all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term, peaceably and quietly, occupy and enjoy possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord, subject to the provisions of this Lease, and any Mortgage to which this Lease is subordinate and easements, conditions and restrictions of record affecting the Land.

ARTICLE 25: TENANT’S COVENANTS REGARDING HAZARDOUS MATERIALS.

25.1 General Prohibition. Except as otherwise provided in this Article, Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under, over or about the Premises, Improvements or Bulkhead by Tenant or its Agents, sublessees or assignees. Tenant shall indemnify, defend at the sole option of Landlord and hold Landlord harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, attorneys’, consultants’ and experts’ fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant, its Agents or subtenants or assignees. Notwithstanding this general prohibition relative to hazardous materials, Tenant may possess and utilize hazardous materials on the Premises if the specific hazardous material is incident to and necessary for the execution of the specific uses of the Premises for which this deed of lease has been granted and notice of such use or possession has first been provided to the Harbor Master. Such notice shall include the nature and amount of the Hazardous Material, as well as its point of origination and destination.

25.2 Notice. In the event that Hazardous Materials are discovered upon, in, or under the Premises, the Improvements, or the Bulkhead if the Bulkhead is utilized by Tenant, and any governmental agency or entity having jurisdiction over the Premises, Improvements or Bulkhead requires the removal of such Hazardous Materials, Tenant shall be responsible for removing those Hazardous Materials arising out of or related to the use or occupancy of the Premises by Tenant or its Agents, affiliates, subtenants or assignees but not those of its predecessors. Notwithstanding the foregoing, Tenant shall not take any remedial action in or about the Premises of the Improvements, without first notifying Landlord of Tenant’s intention to do so and affording Landlord the opportunity to protect Landlord interest with respect thereto. Tenant immediately shall notify Landlord in writing of: (i) any spill, release, discharge or disposal of any Hazardous Material in, on, over or under the Premises, Improvements, Bulkhead or any portions thereof; (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated, or threatened (if Tenant has notice thereof) pursuant to any Hazardous Materials Laws; (iii) any claim made or
threatened by any person against Tenant, the Premises, the Improvements or the Bulkhead relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iv) any reports made to any governmental agency or entity arising out of or in connection with any Hazardous Materials in, on, under or about or removed from the Premises, the Improvements or the Bulkhead, including any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant also shall supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises, Improvements, Bulkhead or Tenant’s use or occupancy thereof.

25.3 **Environmental Survey.** Tenant acknowledges that prior to executing this Lease, Landlord has provided a Level 1 environmental survey of the Premises which indicates that no Hazardous Materials are present on the Premises. Prior to the termination of cancellation date of this Lease, Tenant shall provide, at its own expense, Landlord with a Level 1 environmental survey indicating that there are no Hazardous Materials on the Premises; however, if Hazardous Materials were introduced on or over the Premises during the Term of this Lease, Tenant shall provide Landlord with a Level 2 environmental survey, including soil and soil-boring samples. In the event either survey indicates the presence of Hazardous Materials on the Premises, Tenant shall be solely responsible for the environmental restoration of the Premises.

25.4 **Survival.** The respective rights and obligations of Landlord and Tenant under this Article shall survive the expiration or earlier termination of this Lease.

**ARTICLE 26: MISCELLANEOUS.**

26.1 **No Representations by Landlord.** Tenant acknowledges that neither Landlord nor its Agents, nor any broker, has made any representation or promise with respect to the Premises, Improvements or the Bulkhead, except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth. Tenant, by taking possession of the Premises, shall accept the Premises and the Improvements “AS IS”, and such taking of possession shall be conclusive evidence that the Premises, Improvements and the Bulkhead are in good and satisfactory condition at the time of such taking of possession.

26.2 **No Partnership.** Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between Landlord and Tenant other than that of Landlord and Tenant.

26.3 **Estoppel Certificate.** Tenant shall, without charge, at any time and from time-to-time, within five (5) days after request therefor by Landlord, Mortgagee, any purchaser of the Premises, Improvements or Bulkhead, or any other interested person, execute, acknowledge and deliver to such requesting party a written estoppel certificate certifying, as of the date of such estoppel certificate, the following: (i) that this Lease is unmodified and in full force and effect (or if modified, that the Lease is in full force and effect as modified and setting forth such modifications); (ii) that the Term has commenced (and setting forth the Commencement Date and Expiration Date); (iii) that Tenant is presently occupying the Premises; (iv) the amounts of Base
Rent and Additional Rent currently due and payable by Tenant; (v) that any Alterations required by the Lease to have been made by Landlord have been made to the satisfaction of Tenant; (vi) that there are no existing set-offs, charges, liens, claims or defenses against the enforcement of any right hereunder, including, without limitation, Fixed Rent or Additional Rent (or, if alleged, specifying the same in detail); (vii) that no Fixed Rent (except the first installment thereof) has been paid more than thirty (30) days in advance of its due date; (viii) that Tenant has no knowledge of any then uncured default by Landlord of its obligations under this Lease (or, if Tenant has such knowledge, specifying the same in detail); (ix) that Tenant is not in default; (x) that the address to which notices to Tenant should be sent is as set forth in the Lease (or, if not, specifying the correct address); and (xi) any other certifications requested by Landlord. In addition, within five (5) days after request by Landlord, Tenant shall deliver to Landlord audited financial statements of Tenant for its most recently ended fiscal year and interim unaudited financial statements for its most recently ended quarter.

26.4 Waiver of Jury Trial. Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought by Landlord against Tenant with respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder or Tenant’s use or occupancy of the Premises. In the event Landlord commences any proceedings for nonpayment of Rent, Tenant shall not interpose any counterclaims. This shall not, however, be construed as a waiver of Tenant’s right to assert such claims in any separate action brought by Tenant.

26.5 Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly served if delivered in person or upon receipt if mailed to Landlord at Landlord’s Address, or if to Tenant to Tenant’s Address. Delivery in person to Landlord means delivered to the Landlord’s City Manager, Assistant City Manager, Director of Planning and Development, Harbor Master or successor to those positions. Delivery in person to Tenant means delivered to Tenant at Tenant’s place of business at the Newport News Seafood Industrial Park. Landlord and Tenant may from time-to-time by written notice to the other designate another address for receipt of future notices. Fax or other modes of service not provided for in this section are deemed not to be acceptable methods of service.

26.6 Invalidity of Particular Provisions. If any provisions of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Lease shall be valid and be enforced to the full extent permitted by law.

26.7 Gender and Number. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

26.8 Benefit and Burden. Subject to the provisions of and except as otherwise expressly provided, the provisions of this Lease shall be binding upon, and shall inure to the benefit of, the
parties hereto and each of their respective representatives, heirs, successors and assigns. Landlord may freely and full assign its interest hereunder.

26.9 **Entire Agreement.** This Lease (which includes the Exhibits attached hereto) contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease shall be of any force or effect. This Lease (other than the Rules and Regulations, which may be changed from time-to-time as provided herein) may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by Landlord and Tenant.

26.10 **Authority.**

(i) If Tenant signs as a corporation, the person executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and validly existing corporation, in good standing, qualified to do business in the Commonwealth of Virginia, that the corporation has full power and authority to enter into this Lease and that he or she is authorized to execute this Lease on behalf of the corporation.

(ii) If Tenant signs as a partnership, the person executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed, validly existing partnership qualified to do business in the Commonwealth of Virginia, that the partnership has full power and authority to enter into this Lease, and that he or she is authorized to execute this Lease on behalf of the partnership.

26.11 **Attorneys’ Fees.** If, as a result of any default of Landlord or Tenant in their performance of any of the provisions of this Lease, the other party uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, the nonprevailing party shall reimburse the prevailing party upon demand for any and all attorneys’ fees and expenses so incurred by the prevailing party.

26.12 **Interpretation.** This Lease is governed by the laws of the Commonwealth of Virginia.

26.13 **No Personal Liability.** Neither Landlord nor its officers, employees or Agents, whether disclosed or undisclosed, shall have any personal liability under any provision of this Lease.

26.14 **Time of the Essence.** Time is of the essence as to Tenant’s obligations contained in this Lease.

26.15 **Force Majeure.** Except for Tenant’s obligations to pay Rent under this Lease, neither Landlord nor Tenant shall be required to perform any of its obligations under this Lease, nor shall such party be liable for loss or damage for failure to do so, nor shall the other party thereby be released from any of its obligations under this Lease, where such failure by the nonperforming party arises from or through acts of God, strikes, lockouts, labor difficulties, explosions, sabotage,
accidents, riots, civil commotions, acts of war, results of any warfare or warlike conditions in this or any foreign country, fire or casualty, legal requirements, energy shortage or other causes beyond the reasonable control of the nonperforming party, unless such loss or damage results from the willful misconduct or gross negligence of the nonprevailing party.

26.16 **Headings.** Captions and headings are for convenience of reference only.

26.17 **Attorney-in-Fact.** If Tenant fails or refuses to execute and deliver any instrument or certificate required to be delivered by Tenant hereunder within the time periods required herein, then Tenant hereby appoints Landlord, should Landlord accept such appointment, as its attorney-in-fact with full power and authority to execute and deliver such instrument or certificate for and in the name of Tenant.

26.18 **Effectiveness.** The furnishing of the form of this Lease shall not constitute an offer and this Lease shall become effective upon and only upon its execution by and delivery to each party hereto.

26.19 **Newport News Harbor Master.** Tenant understands and agrees that the daily operation of the Newport News Seafood Industrial Park will be administered by the Newport News Harbor Master.

26.20 **Newport News Seafood Industrial Park Guidelines.** The Tenant agrees to abide by and conform to the approved regulations and standards which are adopted by Landlord as part of the leasing guidelines of the Newport News Seafood Industrial Park set forth in the “Administrative Leasing Guidelines” of August, 1979, as the same may be amended from time-to-time. Tenant acknowledges receipt of a copy of the “Leasing Guidelines” and is fully familiar therewith.
ARTICLE 27: SPECIAL PROVISIONS.

Tenant and Landlord agree that the following special provisions shall apply to this Lease and are incorporated herein as if fully set out in individual paragraphs:

27.1 Tenant agrees to rent the 150.46 feet of adjacent bulkhead and to execute a Mooring Agreement for the same.

27.2 Access to the Premises will be through Parcel 7, the adjacent Parcel to the North. No direct access will be available from Jefferson Avenue.

27.3 Should this Lease be extended or renewed, the environmental survey(s) required by Article 25.3 of this Lease shall not be due until the termination or cancellation date of any renewal or extension period.
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal as of the Date of Lease.

LANDLORD:

CITY OF NEWPORT NEWS, VIRGINIA

By: __________________________________________
    City Manager

ATTEST:

_____________________________________
    City Clerk

Reviewed by:                              Approved as to form:

_____________________________________
    Deputy City Attorney
    City Attorney

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

The undersigned Notary Public, whose commission expires on the _____ day of ________________, ______, in and for the jurisdiction aforesaid, hereby certifies that City of Newport News, Virginia, by Cynthia D. Rohlf, as City Manager and Mabel Washington Jenkins, as City Clerk, respectively, whose names are signed to the foregoing Lease bearing date on the 24th day of September, 2019, acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this _____ day of ____________________, 2019.

_____________________________________
    Notary Public

Registration No.: _________________________
TENANT:

BLUE HARVEST MARINE SERVICES, LLC

By: ____________________________
    Charles Wilson, Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

City/County of ____________________, to wit:

The undersigned Notary Public, whose commission expires on the _____ day of
____________________, ______, in and for the jurisdiction aforesaid, hereby certifies that Blue Harvest
Marine Services, LLC, a Delaware limited liability company, by Charles Wilson, whose name
appears as Chief Financial Officer, is signed to the foregoing Lease bearing date on the 24th day of
September, 2019, acknowledged the same before me in my jurisdiction aforesaid.

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

__________________________________
Notary Public

Registration No.: ____________________________

rep3098
E. Public Hearings

8. Ordinance Granting a Utility Easement Over City-owned Property, Located at 701 Jefferson Avenue, to Facilitate the Installation of a Transformer and Underground Cable

**ACTIONS:**

A REQUEST TO APPROVE AN ORDINANCE GRANTING A UTILITY EASEMENT OVER CITY-OWNED PROPERTY, LOCATED AT 701 JEFFERSON AVENUE, TO FACILITATE THE INSTALLATION OF A TRANSFORMER AND UNDERGROUND CABLE.

**BACKGROUND:**

- At the September 10, 2019 Regular meeting, City Council received one bid in response to a request to receive bids for a utility easement over City-owned property, located at 701 Jefferson Avenue.

- The successful bidder was Virginia Electric Power Company (dba Dominion Energy Virginia).

- The easement is needed to facilitate the installation of a transformer and underground cable necessary to provide enhanced electrical service for private tenants within the Seafood Industrial Park.

- The City Manager recommends approval.

**FISCAL IMPACT:**

- N/A

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Memo to HCC re DoE - 701 Jefferson Avenue 9.18.19</td>
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<tr>
<td>Attachment 1 - Aerial of Easement</td>
</tr>
<tr>
<td>Attachment 2 - Plat of Easement</td>
</tr>
<tr>
<td>Authorizing Deed of Easement - 701 Jefferson Ave NNSIP Parcel 8A</td>
</tr>
</tbody>
</table>
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 18, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Deed of Utility Easement – 701 Jefferson Avenue

As you know, a request was received to grant a utility easement over City-owned property located at 701 Jefferson Avenue, as shown on the attached aerial and Plat Number 22-19-0041. The proposed utility easement will enable the installation of a transformer and underground cable necessary to provide enhanced electrical service to private tenants within the Seafood Industrial Park. City Council received and opened bids for this easement at its September 10, 2019 meeting. Virginia Electric Power Company (dba Dominion Energy Virginia) was the successful bidder in that process.

The required public hearing on the adoption of an ordinance authorizing the execution of a Deed of Easement to the successful bidder was advertised for the September 24, 2019 City Council meeting.

I recommend approval.

Cynthia D. Rohlf

CDR:FGK:dep

Attachments (2)

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF EASEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND VIRGINIA ELECTRIC AND POWER COMPANY, D/B/A DOMINION ENERGY VIRGINIA, DATED THE 24TH DAY OF SEPTEMBER, 2019, FOR AN EASEMENT ACROSS CITY-OWNED PROPERTY LOCATED AT 701 JEFFERSON AVENUE, NEWPORT NEWS, VIRGINIA, MORE PARTICULARLY REFERRED TO AS PARCEL 8A IN THE NEWPORT NEWS SEAFOOD INDUSTRIAL PARK.

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

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Deed of Easement by and between the City of Newport News, Virginia, and Virginia Electric and Power Company, d/b/a Dominion Energy Virginia, dated the 24th day of September, 2019, for an easement across City-owned property located at 701 Jefferson Avenue, Newport News, Virginia, more particularly referred to as Parcel 8A in the Newport News Seafood Industrial Park.

2. That a copy of the said Deed of Easement is attached hereto and made a part hereof.
THIS DEED OF EASEMENT, made this 24th day of September, 2019, between the CITY OF NEWPORT NEWS, a municipal corporation of the Commonwealth of Virginia, hereinafter called "GRANTOR" and VIRGINIA ELECTRIC AND POWER COMPANY, D/B/A DOMINION ENERGY VIRGINIA, hereinafter called "GRANTEE," whose mailing address is 902 G. Street, Hampton, Virginia 23661.

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

WITNESSETH:

That for the sum of One Dollar ($1.00), cash in hand paid, and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR grants unto GRANTEE, its successors and assigns, for a period of forty (40) years from the date of recordation of this deed of easement, the non-exclusive right, privilege and easement, approximately fifteen (15) feet in width and seventy five (75) feet in length, as shown on the Plat referenced below and attached hereto, to construct, operate and maintain one or more underground lines, an above ground pad mount transformer, and one or
more lighting supports and lighting fixtures, as GRANTEE may from time to time deem expedient or advisable, located on the easement hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits to GRANTOR, for provision of electric power to its facilities and for lighting and such other purposes as requested by GRANTOR; together with all wires, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities").

The said rights, privilege and easement extends over, under, through and across certain lands of GRANTOR, situated in the City of Newport News, Virginia, as shown on Plat No. 22-19-0041 attached hereto and made a part of this Deed of Easement; the location of said easement being shown in broken lines on said Plat, to which plat reference is made for a more particular and accurate description of the easement.

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

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

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

GRANTEE shall repair damage to roads, fences or other improvements and shall pay GRANTOR for other damage done in the process of the construction, inspection, or maintenance of GRANTEE's facilities, or in the exercise of its right of ingress and egress; GRANTEE shall be liable for all damages resulting from its exercise of the right of ingress and egress across such adjacent lands, provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after any property damage occurs.
GRANTOR, its successors and assigns, may use the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of GRANTEE's facilities and provided that no buildings, structures or other obstructions (except fences) may be constructed on the easement.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]
CITY OF NEWPORT NEWS

By: ________________________________
    City Manager

ATTEST:

By: ________________________________
    City Clerk

By: ________________________________
    City Attorney

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

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

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

______________________________
Notary Public
Registration No.: __________________

rag1948
F. Consent Agenda

1. Minutes of the Special Meeting of September 10, 2019

ACTION: • N/A

BACKGROUND: • N/A

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Minutes of Special Meeting for September 10, 2019
MINUTES OF SPECIAL MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE
CHARLES C. ALLEN BOARD ROOM
DOWNING-GROSS CULTURAL ARTS CENTER
2410 WICKHAM AVENUE
SEPTEMBER 10, 2019
3:00 P.M.

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

ABSENT: None

OTHERS PRESENT: Cynthia Rohlf; Collins Owens; Mabel Washington Jenkins; Darlene Bradberry; Florence Kingston; Alan Archer; Ralph Clayton; David Freeman; Matthew Johnson; Lora Graham; and Zina Middleton

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

(1) To call a closed meeting pursuant to Section 2.2-3711(A) of the Code of Virginia, 1950, as amended, subsections: (1) A discussion, consideration or interview of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, the subjects of which are a discussion or consideration of prospective candidates for appointment to boards and commissions and members thereof; (3) a discussion or consideration of the acquisition/disposition of real property for a public purpose, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City, the subject of which is the disposition of real property in the southern section of the City and the acquisition/disposition of real property in the central section of the City; and (5) a discussion of a prospective business or industry where no previous announcement has been made of the business’ or industry’s interest in locating a facility in the community, the subject of which is a prospective new business in the southern section of the City and the expansion of an existing business in the central section of the City.

(2) To make appointments to fill vacancies on the City's various boards, commissions, and committees.

Councilman Harris moved for a closed meeting under sections and reasons cited above; seconded by Vice Mayor Vick.
Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
Nays: None

(Closed Session 3:02 p.m. – 3:56 p.m.)

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

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

Councilwoman Woodbury moved that the following appointments be ratified pursuant to receipt of notification that a favorable background check was conducted; seconded by Councilman Jenkins.

Councilman Marcellus L. Harris III, a member of the Newport News City Council, declared that that his wife, Ms. Rasheena Harris was appointed to the Newport News Human Rights Commission, but he was able to participate in the transaction fairly, objectively, and in the public interest.

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

1. Board of Trustees – Pensions and Retirement – Mr. William Keeler (Advisor to the Board) for reappointment to serve a two-year term of office, term to expire December 31, 2021. Mr. Lars Lasssen (General Public Representative) for appointment to serve a two-year term of office, term to expire December 31, 2021. Mr. Thomas Brooks (General Public Representative for appointment to fill the unexpired term of Ms. Jayne DiVincenzo, term to expire December 31, 2020.

2. Committee on Investments (Employees Retirement Fund) – Ms. Cynthia Rohlf (City Manager) for reappointment to serve a one-year term of Office. Dr. William Donaldson (General Public Representative) and Mr. Daniel Chenoweth (General Public Representative) each for appointment to serve a one-year term of office, term to expire December 31, 2020. Ms. Kathy Hubbard (General Public Representative) for appointment to serve a two-year term of office, term to expire December 31, 2021.
3. Downing-Gross Cultural Arts Center Advisory Board – Ms. Natasha Christian (General Public Representative) and Ms. Rhonda Hall (General Public Representative) each for reappointment to serve a three-year term of office, term to expire October 28, 2022. Ms. Monique Lewis (General Public Representative) and Mr. Raymond Savage, Jr. (General Public Representative) each for appointment to serve a three-year term of office, term to expire October 28, 2022.

4. Finance Board (Health Reimbursement Arrangement) – Ms. Lisa Cipriano (Citizen Member) for reappointment to serve a two-year term of office, term to expire December 31, 2021.

5. Hilton Village Architectural Review Board – Mr. Jeremy P. Sommer (Owner/Operator of Business) and Mr. John W. Schmeid (Resident Owner) each for reappointment to serve a four-year term of office, term to expire December 11, 2023.

6. Industrial Development Authority – Mr. Howard Hoege, III (General Public Representative) for appointment to serve a four-year term of office, term to expire December 31, 2023.

7. Library Advisory Committee – Ms. Kara Akins (Attorney-At-Law), Mr. Joseph M. DuRant (Attorney-At-Law), and Mr. Robert B. Jones (Attorney-At-Law) each for reappointment to serve a two-year term of office, term to expire October 27, 2021.

8. Newport News Human Rights Commission – Ms. Savonne Howard (General Public Representative) for appointment to serve the unexpired term of Ms. Polly Chong, term to expire September 1, 2020. Mr. Randie Dyess, Jr. (General Public Representative) for appointment to fill the unexpired term of Ms. Karen Mitchell, term to expire September 1, 2023. Dr. Keisha Baylor (General Public Representative) for appointment to fill the unexpired term of Mr. Owen Haughton, term to expire September 1, 2020. Ms. Rasheena Harris (General Public Representative) for appointment to fill the unexpired term or Mr. Ben Lambert, term to expire September 1, 2020.


11. Taxi Advisory Board – Ms. Mary Powell (Taxi Industry Representative) for appointment to serve a two-year term of office, term to expire December 31, 2021. Two appointments (Taxi Industry Representative) deferred.

THERE BEING NO FURTHER BUSINESS,
ON MOTION, COUNCIL ADJOURNED AT 3:56 P.M.
Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, teste:

City Clerk
CERTIFICATE OF CLOSED MEETING

MEETING DATE: September 10, 2019

MOTION: Councilman Marcellus L. Harris III
SECOND: Vice Mayor Tina L. Vick

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

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

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

VOTE

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

ABSENT DURING VOTE: None

ABSENT DURING MEETING: None

ATTEST:

Mabel Washington Jenkins, MMC
City Clerk
F. Consent Agenda

2. Minutes of the Work Session of September 10, 2019

**ACTION:**  
- N/A

**BACKGROUND:**  
- N/A

**FISCAL IMPACT:**  
- N/A

**ATTACHMENTS:**
Description
Minutes of Work Session for September 10, 2019
MINUTES OF WORK SESSION  
OF THE NEWPORT NEWS CITY COUNCIL  
HELD IN THE DOWNING-GROSS CULTURAL ARTS CENTER – BANQUET ROOM  
2410 WICKHAM AVENUE  
September 10, 2019  
3:00 p.m.

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

ABSENT: None

OTHERS PRESENT: Cynthia Rohlf; Collins L. Owens; Mabel Washington Jenkins; Darlene Bradberry; Shelia McAllister; Flora Chioros; Bryan Pierce; Angela Hopkins; Lisa Cipriano; Cory Cloud; Constantinos Velissarios; Susan Goodwin; Florence Kingston; Tommy Kellum; James Heyman; Kevin Heyman; Cody Metcalf; Travis Fisher; Derek Perry; Matthew Johnson; Venetria Thomas; Everett Skipper; Louis Martinez; Frank James; Sonia Alcantara-Antoine; Police Chief Steve Drew; Fire Chief Jeffrey Johnson; Janie Bazemore; Pam Hall; Adrian Whitcomb; Alan Archer; David Freeman; Ralph Clayton; Kim Lee; Cleder Jones; Eoghan Miller; Jerri Wilson; Joyce Thompson; Lora Graham; Zina Middleton; and Josh Reyes

I. Closed Meeting

(3:00 p.m. – 3:56 p.m.)

II. Menchville Marina

City Manager Rohlf introduced Ms. Florence Kingston, Director, Department of Development, to provide the Menchville Marina briefing (a copy of the presentation, “Menchville Marina Briefing – September 10, 2019”, is attached and made a part of these minutes).

Ms. Kingston advised that Menchville Marina was a City-owned marina leased to a private owner that managed and operated the marina. Menchville Marina was located at the end of Menchville Road on Deep Creek. The marina was a working waterfront that served watermen working the James River. Many of the boats at the marina and facilities were used to off-load catches from the boats, with oysters being the primary product. An aerial map showed the properties leased to private operators (in yellow). The property shown (in red) was leased to Christopher Newport University (CNU) for their sailing center. The area (in purple) was City property not covered under the lease. The property highlighted (in blue) was 200 feet of public waterfrontage that was not included in any leases and open to the public in accordance with rules
outlined in the City Code (a copy of the “Menchville Marina Aerial Maps – Pages One and Two”, is attached and made a part of these minutes).

Ms. Kingston reminded, of the Menchville Marina – Leases and Management were as follows:

- Parcels 1 and 2 were leased to a private tenant.
  - Through the lease, services were provided to the watermen and boaters utilizing the marina. The lease provides for the maintenance of the marina and surrounding area.
  - The current lease was set to expire September 30, 2019.

Ms. Kingston advised in anticipation of the lease expiration, the City issued a Request for Proposal (RFP) for the lease and management of Menchville Marina. She shared, following evaluation, a Notice of Intent to Award was issued to James River Holdings, LLC.

Ms. Kingston indicated that James River Holdings, LLC proposed a robust schedule of rent and capital improvements that included:

- Parking area improvements, electrical upgrades, new dock decking, security fencing and cameras, and sanitation facilities
- Shell recycling center, oyster restoration reef, and remote oyster setting facility
- Partnerships with CNU and the Mariners’ Museum

Ms. Kingston advised that James River Holdings, LLC was joint venture between the three largest oyster companies in the State of Virginia and a new oyster company founded in Newport News which included:

- W. Ellery Kellum, Inc. (Weems, Virginia)
- Ballard Fish & Oyster Company (Eastern Shore)
- Heyman Oyster Company (Newport News, Virginia)
- Bevans Oyster Company (Kinsale, Virginia)

Ms. Kingston indicated James River Holdings, LLC represented over 200 years of generational experience with diverse and long-standing experience with the operation of marinas/working waterfronts.

Ms. Kingston shared that the firm’s proposal would fulfill the City’s requirements, enhance the level of service at Menchville Marina and support and grow its role as a working
waterfront. She introduced Mr. Tommy Kellum, W. Ellery Kellum, Inc., Mr. Cody Metcalf, Ballard Fish and Oyster Company, Mr. James Heyman and Mr. Kevin Heyman, Heyman Oyster Company, to provide additional information and answer any questions.

Councilwoman Cherry indicated that she was aware of the use for CNU students, but inquired about the role/use of the Mariners’ Museum. Ms. Kingston replied that the Mariners’ Museum would be working on an Eco-Education System.

Councilwoman Cherry questioned whether a decision had been made on the RFP. Ms. Kingston replied that the RFP response was received based on the procurement process. A Notice of Intent to Award had been issued to James River Holdings, LLC. This presentation gave City Council the opportunity for introductions and to ask questions. The authorization to execute the lease would be on the City Council agenda of September 24, 2019 for consideration.

Councilwoman Cherry questioned whether the Menchville Marina presentation was to address the issues presented by Mr. Randy Abbit, Owner, Deep Creek Landing Marina at the August 24, 2019 City Council Regular meeting. Ms. Kingston replied Mr. Abbit’s concerns were about the other side of Deep Creek and maintenance and opportunities. City Manager Rohlf indicated that it was timely with the RFP discussion. Ms. Kingston advised that the two issues were separate, as there were other functions on the other side of Deep Creek.

Mr. James Heyman introduced his brother, Mr. Kevin Heyman and shared that they were the owners of Heyman Oyster Company and lived in Newport News. He also owned the Heyman Investment Group located at 11820 Fountain Way, Suite 100, Newport News and Coastal Seafood located in the Seafood Industrial Park, which was an oyster processing business. He shared, in the oyster world, basically it was to buy oysters and distribute oysters. For him and his brother, it was two locations, but for the primary of the oyster world was Menchville Marina. He indicated that Heyman Oyster Company was a small buyer in the oyster business at the marina, but only so much comes through the Seafood Industrial Park. Mr. Heyman stated when responded to the Menchville Marina RFP it was a great opportunity, but the reality was the ability to gain access and longevity of oysters that supported their business and other businesses. He reached out to W. Ellery Kellum, Inc., Ballard Fish & Oyster Company and Bevans Oyster Company, which were three of the largest oyster companies in the State of Virginia. The companies decided to collectively create an entity for the sole purpose to invest in a marina, capitalize it and make oysters more readily available and make the environment better for the boaters that came into the marina. Mr. Heyman noted that his company had been in business for three (3) years and located in Newport News; however, W. Ellery Kellum, Inc., Ballard Fish & Oyster Company and Bevans Oyster Company represented over 200 years of generational experience with diverse and long-standing experience with the operation of marinas. He advised that James River Holding, LLC
was excited about the Notice of Intent to Award as it was great for the watermen and the City, and envisioned an efficient and safe working waterfront.

Councilwoman Woodbury questioned whether there would be public access. Mr. Heyman replied yes there would be public access.

Mr. Kellum advised that W. Ellery Kellum, Inc. was a fourth generation oyster processor located in the Northern Neck, specifically on the Rappahannock River where it met the Chesapeake Bay. He indicated that his grandparents started the business in 1948, and for 59 of those years, had procured oysters out of Deep Creek. When the Heymans presented the RFP opportunity, it was front and center as so many of the resources came out of Deep Creek. He stated he was representing Bevans Oyster Company, a family oyster business that started in 1966 by Ronald and Shirley Bevans, who had been procuring oysters out of Menchville Marina for approximately 50 years. There was a great deal of interest in the Menchville Marina. By being awarding the RFP, it would allow them to bring a large percentage of boats and buying efforts to Menchville Marina from resources procured on the Isle of Wight side. Regarding the CNU component – the industry had been looking to partner with CNU on water quality issues and an educational component on the James River. By allowing CNU to be a part of the work at the Menchville Marina facility would afford students the opportunity to have a close area to work from. An oyster larvae setting had been proposed at the Menchville Marina facility for oyster harvesting. The Mariners’ Museum component – would bring in the heritage of Newport News and connect with people, because many people do not realize a large portion of the oysters that are consumed in the United States come through Menchville Marina, either in the form of sea oysters that were transferred to other areas of the Bay, or market oysters.

Councilwoman Woodbury questioned whether James River Holdings, LLC would be re-seeding the oyster beds. Mr. Kellum replied yes; they purchased seed oysters from the James River which would come through Menchville Marina, and the oyster seeds would be moved to the company beds in the Rappahannock River or in other areas. Bevans Oyster Company would put their oyster seed in the Potomac River, but the City had a small oyster lease outside of Deep Creek and the James River. The area would be seeded for the City and would be a sanctuary reef that no one could harvest; for ecologic purposes. The bigger part would be engaging the CNU students to do water quality monitoring and to have a classroom out on the water.

Vice Mayor Vick indicated the program would be enhanced with the Chesapeake Bay Foundation oyster harvesting. Mr. Kellum replied that Newport News had something to be proud of with the amount of activity and jobs that were provided all over the State. He shared that there was a trucking company out of Hampton that lived off the oyster industry. This was a bipartisan issue because everyone wanted clean water and healthy food.
Ms. Kingston advised that City Council would be asked to authorize a five (5) year lease with James River Holdings, LLC for the operation and management of Menchville Marina at the September 24, 2019 Regular Meeting of City Council. In its RFP response, James River Holdings, LLC proposed a base rent of $24,000 per year, which was 55% higher than the rent currently received by the City. Additionally, James River Holdings, LLC committed to make approximately $139,000 in facility improvements, as well as to contribute an additional $20,000 annually that could be reinvested in the facility or provided as additional rent. Ms. Kingston also shared information about the Port Host Communities Revitalization Fund, a new grant program which the City intended to take advantage of in order to make additional facility improvements at Menchville Marina that would support the watermen, buyers and other users of the facility.

Councilwoman Woodbury questioned whether maintenance was included. Ms. Kingston replied yes, maintenance was included.

Councilwoman Cherry questioned whether the classes for CNU students and Mariners’ Museum would be held outdoors. Mr. Kellum replied that CNU had an easement through the property to the waterfront; which would be an outdoor classroom. An access area would be added for the students to work from in order for Ballard Fish & Oyster Company (Eastern Shore) to provide oyster larvae and work in a facility, but it would be all outdoors. Mr. Kellum noted they had engaged with the Dean of Biology at CNU and met with the CNU Science Department. He hoped that students would graduate from the program and work in the industry.

Councilwoman Cherry questioned whether the classes for CNU students were seasonal. Mr. Kellum replied the classes were seasonal; however, the monitoring of water quality would be throughout the winter and oyster larvae were farmed in the early spring, the reef work would take place from March – end of the school year, again with water monitoring occurring throughout the year. The facility was utilized with the public oyster fishery from October – May, and private industry that owned oyster reefs from May – October.

Councilwoman Woodbury questioned whether there was a CNU building at the facility. Mr. Kellum replied yes, the CNU Sailing Center. He advised that CNU was excited and engaged about the possibilities. There were two (2) small buildings with one being located on the waterfront.

Councilwoman Scott inquired about the length of time it would take to transform the marina from its current state. She advised at a recent visit, there was trash, old boats, etc. it was deplorable. She inquired about the plans for clean-up at the marina and how long it would take. Mr. Kellum replied January – March 2020 clean up with the parking lot and from March on electrical upgrades; basically in one year everything should be done. He would like to begin the
work immediately; however, had to work around oyster season and activities which began October 1st.

Councilwoman Scott inquired whether citizens would have an opportunity to purchase fresh produce from the watermen. Mr. Kellum replied there was a process to harvest oysters prior to selling; however, crabs would be available to purchase.

City Manager Rohlf reminded City Council that the authorization to execute the Menchville Marina lease would be on the City Council agenda of September 24, 2019 for consideration.

III. Comments / Ideas / Suggestions

Councilwoman Cherry questioned when the Avenue of Arts became an Honorary Street (Brown Sign). City Manager Rohlf replied approximately ten (10) years ago.

THERE BEING NO FURTHER BUSINESS
ON MOTION, COUNCIL ADJOURNED 4:27 P.M.

Zina F. Middleton, MMC
Chief Deputy City Clerk

McKinley L. Price
Mayor
Presiding Officer

A true copy, teste:

City Clerk
F. Consent Agenda

3. Minutes of the Regular Meeting of September 10, 2019

ACTION: ● N/A

BACKGROUND: ● N/A

FISCAL IMPACT: ● N/A

ATTACHMENTS:
Description
Minutes of Regular Meeting for September 10, 2019
MINUTES OF REGULAR MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE CITY COUNCIL CHAMBERS
2400 WASHINGTON AVENUE
SEPTEMBER 10, 2019
7:00 P.M.

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

ABSENT: None

A. Call to Order

Mayor Price called the meeting to order, 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

In lieu of an invocation, Mr. Nyzaiah Gore, Senior, Warwick High School, and Student Representative of the Newport News School Board, shared a poem, “Ode to Teacher,” which he wrote to honor his teacher, Ms. Alyssa Powell, who served as an inspiration (a copy is attached and made a part of these minutes).

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

The Pledge of Allegiance to the Flag of the United States of America was led by Councilman Jenkins.

D. Presentations

1. Presentation: “Pouring Love Out to Our City” Pastor John Ware, Lifehouse Newport News Church

Mayor Price invited Pastor John Ware, Lifehouse Newport News Church, to the podium for the “Pouring Love Out to Our City” presentation.

Pastor Ware, shared that one of the core values of Lifehouse Newport News Church was to be “For Our City.” The church strived to be known for what they were for, rather what they were against. He advised that many people did not have a positive perspective of the church, and viewed it as a hindrance to the well-being and flourishing of a
D. Presentations Continued

1. Presentation: “Pouring Love Out to Our City” Pastor John Ware, Lifehouse Newport News Church Continued

City. His goal was to change this view. During the third week of August 2018, Lifehouse held its first “For Our City Week,” where churches were challenged to invest 1,000 community hours of serving the community through partnerships with community-invested organizations and schools already making a difference. During the third week of August 2019, Lifehouse increased the goal to 1,200 community hours, and beat that goal reaching over 1,500 hours of volunteerism in the community. Pastor Ware and members of Lifehouse Newport News Church presented a Certificate of Observance to the Newport News City Council, and a promise to observe the third Sunday of August, each year, “For Our City” Sunday, and the third week August would be designated “For Our City” Week. Thousands of hours would be invested to volunteering to serve the City, and making it better, highlighting the many ways that human flourishing occurred in the City of Newport News. The ultimate goal would be that “For Our City” would spread across the City and partner with five other churches during “For Our City” Week, to invest 4,000 community hours in volunteerism and serving the City of Newport News. He hoped to bring a positive report in 2020 about how Lifehouse Newport News Church progressed to unify churches to be “For Our City”. Pastor Ware advised that conducting an annual “For Our City Week” was the beginning of how the church would partner with other community leaders and organizations to make Newport News a place where all people experienced flourishing in every area of their lives.

Vice Mayor Vick expressed thanks to Pastor Ware and members of Lifehouse Newport News Church. She encouraged citizens and other churches to join in the effort.

Councilman Harris acknowledged the presence of Dr. Tremaine Johnson, Zion Baptist Church, and encouraged him to partner with Pastor Ware and Lifehouse Newport News Church.

Councilwoman Scott commended Pastor Ware and members of Lifehouse Newport News Church for their work, which was a paradigm of what churches could do throughout the City. She thanked Pastor Ware for his vision.

Councilwoman Cherry extended thanks to Pastor Ware and members of Lifehouse Newport News Church for their dedication to the community. The people were the church and were living epistles read by men daily.

Councilwoman Cherry thanked Pastor Tremaine Johnson for his attendance. She shared that she met with Pastor Johnson regarding what the faith community could do to make a difference. Councilwoman Cherry thanked Pastor Ware for being a great example of how the faith community could make a difference.
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Minutes of Regular Meeting
September 10, 2019

D. Presentations Continued

1. Presentation: “Pouring Love Out to Our City” Pastor John Ware, Lifehouse Newport News Church Continued

Councilwoman Cherry thanked Mr. Nyziah Gore for his attendance and participation.

E. Public Hearings

1. Ordinance Authorizing the City to Contract a Debt and Issue General Obligation General Improvement (GOGI) Bonds of the City in the Principal Amount of $55,315,000

AN ORDINANCE AUTHORIZING THE ISSUANCE OF FIFTY-FIVE MILLION THREE HUNDRED FIFTEEN THOUSAND DOLLARS ($55,315,000) AGGREGATE PRINCIPAL AMOUNT OF CITY OF NEWPORT NEWS, VIRGINIA, GENERAL OBLIGATION GENERAL IMPROVEMENT BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF VARIOUS PUBLIC IMPROVEMENT PROJECTS OF AND FOR THE CITY; FIXING THE FORM, DENOMINATION AND CERTAIN OTHER DETAILS OF SUCH BONDS; PROVIDING FOR THE SALE OF SUCH BONDS AND DELEGATING TO THE CITY MANAGER CERTAIN POWERS WITH RESPECT THERETO; AUTHORIZING THE PREPARATION AND DELIVERY OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT RELATING TO THE BONDS; AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER A CONTINUING DISCLOSURE CERTIFICATE OR A CONTINUING DISCLOSURE AGREEMENT RELATING TO THE BONDS; AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF A LIKE PRINCIPAL AMOUNT OF GENERAL OBLIGATION GENERAL IMPROVEMENT BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE AND SALE OF SUCH BONDS; AND SPECIFYING MORE PARTICULARLY THE PURPOSES TO WHICH THE PROCEEDS SHALL BE APPLIED. This ordinance authorized the City to contract a debt and issue General Obligation General Improvement (GOGI) Bonds in the amount of $55,315,000 to finance the costs of various public improvement projects. The proposed bond ordinance of $55,315,000 would allow the City the flexibility to issue bonds if market conditions at the time of a bond sale provided the best financing option for the City. The ordinance was in support of the projects in the City’s Adopted FY 2020 Capital Improvements Plan (CIP). This ordinance included the customary authorization to issue Bond Anticipation Notes (BANS) prior to a bond sale should cash flow or market conditions dictate the use of such financing. The City Manager recommended approval.

(No registered speakers)

Councilwoman Scott moved closure of the public hearing; seconded by Councilman Harris.
E. Public Hearings Continued

1. Ordinance Authorizing the City to Contract a Debt and Issue General Obligation General Improvement (GOGI) Bonds of the City in the Principal Amount of $55,315,000 Continued

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

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

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

2. Ordinance Granting Conditional Use Permit No. CU-2019-0006, to Studio 128, LLC, to allow for the Operation of a Banquet/Function Hall on Property Located at 7202 Warwick Boulevard, Zoned C2 General Commercial

AN ORDINANCE GRANTING CONDITIONAL USE PERMIT NUMBER CU-2019-0006 FOR THE HEREAFTER DESCRIBED PROPERTY FOR THE PURPOSE OF ALLOWING THE OPERATION OF A BANQUET/FUNCTION HALL IN A C2 CENTRAL COMMERCIAL DISTRICT. This ordinance granted Conditional Use Permit No. CU-2019-0006 to Studio 128, LLC, to allow for the operation of a Banquet/Function Hall on property located at 7202 Warwick Boulevard, Zoned C2 General Commercial. The proposed Banquet/Function hall was located in a portion of a building on a major arterial that backed up to the CSX railroad. The request was consistent with the One City, One Future Comprehensive Plan 2040 land use map. On August 7, 2019, the City Planning Commission voted unanimously 8:0 to recommend approval of the request with conditions. The City Manager recommended approval.

(No registered speakers)

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

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

Councilwoman Scott moved adoption of the ordinance as shown above; seconded by Vice Mayor Vick.
E. Public Hearings Continued

2. Ordinance Granting Conditional Use Permit No. CU-2019-0006, to Studio 128, LLC, to allow for the Operation of a Banquet/Function Hall on Property Located at 7202 Warwick Boulevard, Zoned C2 General Commercial Continued

Councilwoman Woodbury inquired whether the City owned the building, as there was mention of a rental agreement. City Manager replied no, the City did not own the building, but the agreement was with whomever wanted to rent the facility.

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

3. Ordinance Authorizing the City Manager to Execute a Deed of Temporary Easements to Hampton Roads Sanitation District (HRSD) on City-owned Property Located at 2200 Terminal Avenue and to Execute All Documents Necessary to Complete the Transaction

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST ON BEHALF OF THE CITY OF NEWPORT NEWS ANY AND ALL DOCUMENTS, INCLUDING DEEDS AND AGREEMENTS, NECESSARY TO EFFECTUATE THE CONVEYANCE OF A TEMPORARY CONSTRUCTION AND ACCESS EASEMENT OVER CERTAIN CITY OWNED PROPERTY AT 2200 TERMINAL AVENUE TO THE HAMPTON ROADS SANITATION DISTRICT. This ordinance authorized and directed the City Manager to execute any and all documents, including deeds and agreements, necessary to effectuate the conveyance of a deed of temporary construction and access easement over certain City-owned property located at 2200 Terminal Avenue, Newport News, to the Hampton Roads Sanitation District (HRSD). The purpose of this authorization was to allow for the City Manager to authorize a temporary construction easement of property owned by the City of Newport News, to the HRSD. The land area of the first easement was approximately 3,207 square feet, and the second easement was 3,291 square feet, located at 2200 Terminal Avenue. The easements would be used for the construction of a sanitary force main between Terminal Avenue and Jefferson Avenue. The City Manager recommended approval.

(No registered speakers)

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

Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Woodbury, Cherry, Harris
Nays: None
E. Public Hearings Continued

3. Ordinance Authorizing the City Manager to Execute a Deed of Temporary Easements to Hampton Roads Sanitation District (HRSD) on City-owned Property Located at 2200 Terminal Avenue and to Execute All Documents Necessary to Complete the Transaction Continued

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

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

4. Ordinance for Conveyance of a Surplus City-Owned Undeveloped Parcel Located at 714 South Avenue

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST ON BEHALF OF THE CITY OF NEWPORT NEWS ANY AND ALL DOCUMENTS, INCLUDING DEEDS AND AGREEMENTS, NECESSARY TO EFFECTUATE THE CONVEYANCE OF CERTAIN CITY OWNED PROPERTY TO THE AMAYAS FRAMING INC. This ordinance authorized the conveyance of a surplus City-owned undeveloped parcel located at 714 South Avenue and authorized the City Manager to execute any documents necessary to effectuate the conveyance. Approval was sought for the conveyance of a surplus, City-owned undeveloped parcel identified as 714 South Avenue to Amayas Framing, Inc. Amayas Framing, Inc. planned to construct an approximately 1,500 square foot single-family residence on the property, in accordance with all applicable City and State codes and regulations. The potential sale was circulated for interdepartmental review, to which no objections to the conveyance were noted. The purchase price of the 60x100 foot lot was the City-assessed value of $35,000. The City Manager recommended approval.

(No registered speakers)

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

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

Councilwoman Scott moved adoption of the ordinance as shown above; seconded by Councilman Harris.
E. Public Hearings Continued

4. Ordinance for Conveyance of a Surplus City-Owned Undeveloped Parcel Located at 714 South Avenue Continued

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

F. Consent Agenda

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

1. Minutes of the Work Session of August 13, 2019

(No registered speakers)

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

2. Minutes of the Special Meeting of August 13, 2019

(No registered speakers)

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

3. Minutes of the Regular Meeting of August 13, 2019

(No registered speakers)

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

4. Ordinance Amending and Reordaining City Code, Chapter 6, Animals and Fowl; Article II., Dogs and Cats Generally; Section 6-25, Running at Large; Disposal of Impounded Animals

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 6, ANIMALS AND FOWL, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE II., DOGS AND CATS GENERALLY, SECTION 6-25, RUNNING AT LARGE; DISPOSAL OF IMPOUNDED ANIMALS. This ordinance amended and reordained the City
F. Consent Agenda Continued

4. Ordinance Amending and Reordaining City Code, Chapter 6, Animals and Fowl; Article II, Dogs and Cats Generally; Section 6-25, Running at Large; Disposal of Impounded Animals Continued

Code, Chapter 6, Animals and Fowl; Article II, Dogs and Cats Generally; Section 6-25, Running at Large; Disposal of Impounded Animals, by Adding a $100 Civil Penalty to Owners of Dogs Found Running at Large in Packs. The 2010 Virginia General Assembly passed Senate Bill 1367, requiring a locality that adopts an ordinance to prohibit the running at large of all or any category of dogs, to exempt dogs used for hunting, and requires such locality to include in such ordinance a civil penalty in an amount established by the locality, not to exceed $100 per dog, for the owner or custodian of any dog found running at large in a pack. The bill requires that such penalties be deposited by the local Treasurer in the Dog and Cat License Fund, which is used to support animal control. The City Manager recommended approval.

(No registered speakers)

Councilwoman Cherry inquired for clarification about the meaning of dogs running at large or in a pack.

City Attorney Owens responded there was already a provision regarding dogs running at large, but the State Legislature, during the 2019 General Assembly session, mandated localities to pass a civil penalty for dogs running at large in a pack, defining a pack as two or more dogs.

Vice Mayor Vick questioned what action should be taken if one saw dogs running at large in a pack. City Attorney Owens replied it should be reported to the Animal Control Officer.

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

5. Ordinance Amending and Reordaining City Code, Chapter 29, Parks, Squares and Recreation Facilities; Article II, General Regulations Governing Parks, Squares, Beaches, Golf Courses, Etc.; Section 29-50, Regulations for Dogs

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 29, PARKS, SQUARES AND RECREATIONAL FACILITIES OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE II., GENERAL REGULATIONS GOVERNING PARKS, SQUARES, BEACHES, GOLF COURSES, ETC., SECTION 29-50, REGULATIONS FOR DOGS. This ordinance amended and reordained the City Code, Chapter 29, Parks, Squares and Recreational Facilities; Article II., General Regulations Governing Parks, Squares, Beaches, Golf Courses, etc.; Section 29-50, Regulations for Dogs, by adding a $100 civil penalty to owners of
F. Consent Agenda Continued

5. Ordinance Amending and Reordaining City Code, Chapter 29, Parks, Squares and Recreation Facilities; Article II., General Regulations Governing Parks, Squares, Beaches, Golf Courses, Etc.; Section 29-50, Regulations for Dogs Continued

dogs found running at large in packs. The 2010 General Assembly passed Senate Bill (SB) 1367, requiring a locality that adopts an ordinance to prohibit the running at large of all category of dogs, to exempt dogs used for hunting, and requires such locality to include in such ordinance a civil penalty in an amount established by the locality, not to exceed $100 per dog for the owner or custodian of any dog found running at large in a pack. The bill required that such civil penalties be deposited by the local treasurer in the dog and cat license fund, which is used to support animal control. The City Manager recommended approval.

(No registered speakers)

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

G. Other City Council Actions

1. Receipt of Bids for a Utility Easement Across City-Owned Property Located at 701 Jefferson Avenue

One (1) bid was received and opened from Dominion Energy Virginia for the grant of a utility easement on a portion of City-owned property located at 701 Jefferson Avenue. A request was received to grant a 15-foot wide utility easement over City-owned property at 701 Jefferson Avenue. The easement would grant an easement fifteen (15) feet in width and seventy-five (75) feet in length over City-owned property identified as Parcel 8A in the Newport News Seafood Industrial Park, being a portion of 701 Jefferson Avenue. The proposed deed would grant to the successful bidder the right and privilege to lay, construct, operate and maintain one or more underground electric lines, an above ground pad mount transformer, and one or more lighting supports and lighting fixtures, including all accessories and appurtenances necessary in connection therewith, upon, under, across and over land owned by the City of Newport News (enabling the installation of a transformer and underground cable necessary to provide enhance electrical service to private tenants within the Seafood Industrial Park). The required public notice was properly advertised on August 26, 2019 and September 2, 2019. A Notice of Public Hearing was advertised for the September 24, 2019 Regular City Council Meeting for consideration of the Ordinance, which would grant the easement to the successful bidder(s). The bid was turned over to the City Manager for review and evaluation (a copy of the bid is attached and made a part of these minutes).
G. Other City Council Actions Continued

2. Resolution Authorizing the Application to the Virginia Department of Transportation (VDOT) for Funding Through the FY 2021 and FY 2022 VDOT Revenue Sharing Program

A RESOLUTION SUPPORTING AN APPLICATION TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) FOR AN ALLOCATION OF $8,000,000.00 THROUGH THE VDOT REVENUE SHARING PROGRAM FOR FY 2021 AND FY 2022. This resolution was in support of an application to VDOT for an allocation of $8,000,000.00 through the VDOT Revenue Sharing Program. VDOT's FY 2021 and FY 2022 Revenue Sharing Program allowed localities to request revenue sharing funds for transportation projects. Applications were accepted on a biennial cycle. The City applied for the maximum amount of $16,000,000.00 in total funds for seven (7) projects for FY 2021 and FY 2022. The Revenue Sharing Program required a 50/50 match between VDOT and the City. The required City match for the seven projects was $8,000,000.00. Funds were not required to be appropriated at this time. The City Manager recommended approval.

(No registered speakers)

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

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

3. Ordinance Authorizing the Renaming of a Portion of Hogan Drive

AN ORDINANCE RENAMING A PUBLIC RIGHT-OF-WAY FROM HOGAN DRIVE TO TECH CENTER PARKWAY. This ordinance renamed a public right-of-way from Hogan Drive to Tech Center Parkway. A request was received from W.M. Jordan Development, LLC, developer of the Tech Center Research Park, to rename the public portion of Hogan Drive, which ran from Jefferson Avenue to the entrance of the SCOT site to Tech Center Parkway. The City received letters of support from all property owners among the public portion of Hogan Drive. W. M. Jordan agreed to pay for costs associated with fabrication and installation of the new Tech Center Parkway road identification signs. The City Manager recommended approval.

(No registered speakers)

Vice Mayor Vick moved adoption of the above ordinance; seconded by Councilwoman Woodbury.
G. Other City Council Actions Continued

3. Ordinance Authorizing the Renaming of a Portion of Hogan Drive

Councilwoman Cherry indicated, if the City approved the name change, the developer should pay for the road.

Councilwoman Scott added that she hoped that Hogan Road was not named in honor of an individual, making them feel dishonored.

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

4. 1 of 2: Resolution Appropriating $4,500 from the Virginia Commission for the Arts Local Challenge Grant to Virginia Commission for the Arts Grant – Support for Local Performing Arts

A RESOLUTION APPROPRIATING FUNDS FROM VA COMMISSION FOR THE ARTS LOCAL GOVERNMENT CHALLENGE GRANT ($4,500.00) TO VA COMMISSION FOR THE ARTS GRANT SUPPORT FOR THE PERFORMING ARTS ($4,500.00). This resolution appropriated $4,500.00 of State Grant Revenue from the Virginia Commission for the Arts for allocation by the City to Local Performing and Fine Arts organizations. The Virginia Commission for the Arts awarded the City a $4,500.00 Local Government Challenge Grant. These grant funds would be utilized in conjunction with the $54,879.00 approved in the City’s FY 2020 Operating Budget for support for the Performing Arts to award individual grants to eligible performing and fine arts organizations. Matching funds were budgeted in the FY 2020 Operating Budget. The City Manager recommended approval.

(No registered speakers)

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

Councilwoman Cherry questioned why the Newport News Arts Commission appropriated funding for The Williamsburg Symphony Orchestra, York River Symphony Orchestra, and Young Audiences Arts for Learning Virginia, Inc. Considering the composition of those orchestras, Councilwoman Cherry questioned the number of youth involved. She further inquired how those orchestras would benefit the City of Newport News. Mayor Price suggested those orchestras were regional, and had something specific which was not available in Newport News. City Manager Rohlf advised there were musicians participating in those orchestras that were from Newport News. She added those orchestras provided different types of concerts throughout the region.
G. Other City Council Actions Continued

4. 1 of 2: Resolution Appropriating $4,500 from the Virginia Commission for the Arts Local Challenge Grant to Virginia Commission for the Arts Grant – Support for Local Performing Arts Continued

Councilwoman Cherry questioned the City funding the orchestras, if not a Newport News entity. City Manager Rohlf advised that the City funded other organizations that had performances.

Regarding Young Audiences Arts for Learning Virginia, Inc., Councilwoman Cherry inquired about the number of youth involved from Newport News. She further questioned how more youth could get involved in Young Audiences Arts for Learning Virginia, Inc. City Manager Rohlf advised that she would obtain the answers to Councilwoman Cherry’s questions from the Newport News Arts Commission.

Councilwoman Woodbury inquired about the Virginia Stage Company, as they did not have performances on the Peninsula. Several of her constituents questioned the City funding organizations when most of the concerts were held on the Southside. She asked that the list of organizations be reviewed. If the City supported the organizations financially, there should be more performances on the Peninsula. Councilwoman Woodbury advised that she believed in regional support, but thought it was unfair for Newport News citizens to pay taxes when most concerts were held on the Southside.

City Manager Rohlf agreed that there should be further examination. She stated there was an elaborate process when reviewing the applications and suggested having representatives from the Virginia Commission for the Arts to attend a City Council Work Session to discuss some of the programs.

Councilwoman Woodbury questioned funding the Ferguson Center at such a high level, when many citizens could not afford the ticket prices for the concerts.

City Manager Rohlf advised that one reason the City Council provided funding was to open up the arts to the community. She reiterated her desire to have more discussion at a Council Work Session.

Councilwoman Cherry advised that she supported the arts, but wanted to ensure the City was supporting those entities that had an impact on the citizens, particularly the youth.

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

5. 2 of 2: Newport News Arts Commission (NNAC) – FY 2020 Support for the Arts Funding Recommendations

This Resolution allocated funds for specific grant awards to various local performing and fine arts organizations in accordance with recommendations from the Newport News Arts Commission (NNAC). Through an annual competitive application process, the NNAC made recommendations to City Council for allocation of City and State funds to various local performing and fine arts organizations. The combined funding of City and State grants available for FY 2020 was $159,379.00. City Council approved $154,879.00 in the FY 2020 General Operating Budget for support for the Performing Arts. The amount provided the local match required for the $4,500.00 Virginia Commission for the Arts grant recommended under separate action. The City Manager recommended approval.

(No registered speakers)

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

Councilwoman Woodbury suggested deferring the matter. City Manager Rohlf replied she was not aware of the programming activity, which may be effected. She promised to get answers to the questions sooner rather than later. Many of the organization depended on the funding.

Vice Mayor Vick suggested proceeding. She indicated City Council may have questions, but were aware that the organizations were doing something, for example, there was always someone at the Peninsula Fine Arts Center, and she would hate for this to be negatively impacted.

Councilwoman Scott advised that City Council could provide their expectations when meeting with the group.

Councilwoman Cherry reminded this was her third year asking the same question(s), but her concerns went unanswered.

Vote on Roll Call:
Ayes: Jenkins, Price, Scott, Vick, Woodbury, Harris
Nays: Cherry
G. Other City Council Actions Continued

6. 1 of 2: Department of Engineering – FY 2017 State of Good Repair Program ($5,100,000), FY 2020 State Revenue Sharing Program ($3,600,000), FY 2020 Bond Authorization Streets and Bridges Category ($3,600,000) for the Route 105 Bridge over the Newport News Reservoir Project ($12,300,000)

A RESOLUTION APPROPRIATING FUNDS FROM REVENUE FROM THE COMMONWEALTH ($8,700,000.00) AND BONDS AUTHORIZED AND UNISSUED ($3,600,000.00) TO ROUTE 105 (FORT EUSTIS BOULEVARD) BRIDGE OVER THE NEWPORT NEWS (LEE HALL) RESERVOIR ($12,300,000.00). This resolution appropriated $12,300,000.00 for the Route 105 (Fort Eustis Boulevard) Bridge over the Newport News (Lee Hall) Reservoir Replacement Project from the FY 2017 State of Repair Program ($5,100,000), from the FY 2020 State Revenue Sharing Program ($3,600,000.00), and from the Streets and Bridges Category of the FY 2020 Bond Authorization ($3,600,000.00). The Route 105 Bridge over the Newport News Reservoir was considered structurally deficient based on the latest National Bridge Inspection Standards (NBIS) inspection report. The preliminary engineering study recommended a complete replacement and widening of the existing structurally deficient bridge. The new bridge would meet American Association of State Highway and Transportation Officials (AASHTO) and VDOT requirements, providing two 12-foot lanes with a 10-foot shoulder in both directions, as well as increased safety measures. The City Manager recommended approval.

(No registered speakers)

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

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

7. 2 of 2: Resolution Authorizing the City Manager to Execute any and all Documents Necessary for the Completion of the Route 105 (Fort Eustis Boulevard) Bridge over the Newport News Reservoir Replacement Project

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 STANDARD PROJECT ADMINISTRATION AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION FOR THE FORT EUSTIS BOULEVARD BRIDGE REPLACEMENT OVER NEWPORT NEWS RESERVOIR PROJECT (UPC #105624). This resolution authorized and directed the City Manager to execute any and all documents necessary to effectuate the Standard Project Administration Agreement by and between the City of Newport News, Virginia
G. Other City Council Actions Continued

7. 2 of 2: Resolution Authorizing the City Manager to Execute any and all Documents Necessary for the Completion of the Route 105 (Fort Eustis Boulevard) Bridge over the Newport News Reservoir Replacement Project Continued

(City) and the Virginia Department of Transportation (VDOT) for the Fort Eustis Boulevard Bridge Replacement over the Newport News Reservoir Project. The City received State of Good Repair and State Revenue Sharing funding to support the construction of the Route 105 Bridge over the Newport News Reservoir Replacement Project. The resolution would allow the City Manager to execute the revised Project Administration Agreement for the project and enter into any and all agreements necessary for the administration of the project. The City Manager recommended approval.

(No registered speakers)

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

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

H. Appropriations

Councilwoman Scott moved adoption of Appropriations, Items 1 and 2, as shown below; seconded by Councilman Harris.

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

A RESOLUTION APPROPRIATING FUNDS FROM LOCAL REVENUE ($51,290.17) TO NEISSEER SPEAKER SERIES ($7,693.52) AND TRAVEL – TRAIN/MEETING ($43,596.65). This resolution appropriated $51,290.17 of interest earned in FY 2019 from the Neisser Bequest to the Newport News Department of Libraries and Information Services for the Main Street Library. On April 12, 2005, Dr. Herbert H. Neisser left a bequest of approximately $2 million to the Main Street Library. Adopted guidelines stated that 85% of the interest earned each year was to be used for projects that directly benefit the Main Street Library, with the remaining 15% returned to the endowment. Interest earned in FY 2019 was $60,341.38, making $51,290.17 available to the Main Street Library. No local funds were required for this appropriation. The City Manager recommended approval.

(No registered speakers)
H. Appropriations Continued

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

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

2. Department of Engineering – Regional Surface Transportation Program (RSTP) Funds, Congestion Mitigation and Air Quality (CMAQ) Funds, and Intercity Passenger Rail Operating Costs (IPROC) Funds

A RESOLUTION APPROPRIATING FUNDS FROM STATE REVENUE – INTERCITY PASSENGER RAIL OPERATING COSTS ($14,500,000.00), STATE REVENUE – CONGESTION MITIGATION AND AIR QUALITY GRANT FUNDS ($3,938,579.00), STATE REVENUE – REGIONAL SURFACE TRANSPORTATION PROGRAM GRANT FUNDS ($596,894.00) AND FEDERAL REVENUE – REGIONAL SURFACE TRANSPORTATION PROGRAM GRANT FUNDS ($2,387,578.00) AND FEDERAL REVENUE – CONGESTION MITIGATION AND AIR QUALITY FUNDS ($625,736.00) TO NEWPORT NEWS TRANSPORTATION CENTER ($22,048,787.00). This resolution appropriated $22,048,787.00 for the Newport News Transportation Center Project from Regional Surface Transportation Program (RSTP) Grant Funds, Congestion Mitigation and Air Quality (CMAQ) Grant Funds, and Intercity Passenger Rail Operating Cost Funds (IPROC) Grant Funds. The Transportation Center facility would include a multi-modal train station located at 500 Bland Boulevard, with a train service facility located at the Sluice Mill area of the City, adjacent to the CSX right-of-way. The City had secured Congestion Mitigation and Air Quality (CMAQ) funds and Intercity Passenger Rail Operating Costs (IPROC) funds for the construction phase of this project. This appropriation would complete the construction funding of the Newport News Transportation Center Project. No City matching funds were required. Funding of $2,984,472.00 was available from Regional Surface Transportation Program (RSTP) grant funds, $4,564,315.00 was available from Congestion Mitigation and Air Quality (CMAQ) grant funds, and funding of $14,500,000.00 was available from Intercity Passenger Rail Operating Costs (IPROC) grant funds. The City Manager recommended approval.

(No registered speakers)

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

Mr. Antonio Thompson, P. O. Box 413, Newport News, wished a Happy Birthday to his cousin Willeeta Hooker (daughter of Hakima Muhammad).

Mr. Thompson 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 suggested a 100% pay raise to the members of the Newport News Police Department and the Newport News Fire Department.

Mr. Thompson urged citizens owning guns must collaborate and cooperate with the Newport News Police Department. He stated it was not the guns that caused problems, but the individuals with guns. He hoped citizens could retain their 2nd Amendment Rights.

Mr. Thompson advised that a great recession would be forthcoming, as well as a World War.

Ms. Barbara Futrell, requested a one-on-one meeting with Mayor Price. She believed the Justice system was unfair and one-sided. She sought justice for her autistic son. Ms. Futrell shared that she had experienced negative situations with the Newport News Public Schools and the Newport News Police Department.

Mayor Price indicated that Ms. Futrell did not show up to her first-scheduled appointment, but encouraged her to schedule another meeting.

Mr. Adrian Whitcomb, 316-54th Street, Newport News, addressed City Council on the topic of volunteerism. He referenced his attendance at the event on August 23 - 25, 2019 – A Commemoration of the Arrival of the first Africans to the English speaking area of North America, held at Fort Monroe. He indicated that event involved a great deal of volunteerism. Mr. Whitcomb indicated it took the citizens to make a city great. He advised there were many citizens that would like to volunteer to do more for the City of Newport News. A great deal of time was spent talking about what could be done. Mr. Whitcomb shared that the former City Farm property and the work that could be done by volunteers, particularly clean-up and creating trails on the property through grants and other organizations. He expressed his thanks to the many volunteers who had made Newport News a great City and advised it could be made even greater.

Ms. Carole Carkhoff, 197 Revelle Drive, Newport News, shared a news article on the importance of spending time in a park or spending time in open spaces which improved one’s health and happiness (a copy of the article “Spending just 20 minutes in a park makes you happier,” by Jamie Ducharme, is attached and made a part of these minutes). Ms. Carkhoff advised that there were numerous open spaces throughout the City. She advised that open spaces were not just fun areas, but were approved by medical doctors who indicated this was important for everyone’s well-being.
I. Citizen Comments on Matters Germaine to the Business of City Council

Continued

Ms. Carkhuff extended thanks to the trash collectors in the Denbigh area of the City, who did a great job.

Mr. Dean Fleming, 162 Pine Bluff Drive, Newport News, addressed City Council regarding portable signs. He ran a portable sign business, but discovered that portable signs were deleted, which eliminated his business in the City of Newport News. He inquired about having this decision reversed which would allow operation of his business. His business was started in 1970 and in operation since 2002.

Mr. Fleming advised the portable signs were on trailers. He attempted to renew his license, but was told by the Department of Codes Compliance that portable signs were no longer authorized. He discovered the sign ordinance was changed in September 2018.

City Manager Rohlff asked Ms. Sheila McAllister, Director, Department of Planning, to address the issue.

Ms. McAllister advised, when the new sign ordinance was adopted in September 2018, portable signs were removed from the ordinance. Any signs that were throughout the City were non-conforming and could remain, meaning that the Department of Codes Compliance would not pick them up.

Councilwoman Woodbury inquired about rules that allowed temporary signs. Ms. McAllister replied that temporary signs could be put up, but Mr. Fleming referenced a portable sign that was on a chassis which was different than a temporary sign. Portable signs were removed when the new sign ordinance was adopted.

Councilwoman Woodbury questioned the rationale for not being allowed to install a new portable sign. If there was a portable sign on a site, it was considered non-conforming. A new sign would not be allowed on the site.

Ms. McAllister responded that the City had been looking at signs for some time. Many businesses were moving to electronic signs. Many portable signs on chassis were attached to poles.

City Attorney Owens advised the reason the entire sign ordinance was re-done was due to a United States Supreme Court Case, meaning that all municipalities had to re-adopt their sign ordinances so not to regulate based on the content of a sign, but could regulate size, type, and location.

Councilwoman Woodbury believed that sign ordinance should be revisited.
I. Citizen Comments on Matters Germaine to the Business of City Council
   Continued

   Vice Mayor Vick inquired about anything that could be done to allow Mr.
   Fleming to continue to operate his business. Ms. McAllister replied that the sign ordinance
   would have to be revisited. City Manager Rohlf cautioned City Council against doing so.

   Councilwoman Cherry reminded that it was a U.S. Supreme Court Case that
   caused the City to come into alignment. City Attorney Owens indicated that the U.S. Supreme
   Court decided a case involving signage and most localities in the State were required to revamp
   their sign ordinances.

   City Manager Rohlf offered to get a staff report on the matter allowing City
   Council to have a Work Session to revisit the signs so that Council would be aware of the other
   components.

   Councilwoman Woodbury indicated it was not a good idea to put individuals out
   of business. City Manager Rohlf indicated that was not the intent of the sign ordinance.

   Vice Mayor Vick questioned whether the City would approach the federal
   government about the matter.

   City Council could refer the matter back to the Planning Commission. Their
   Regulations Committee would review the ordinance and determine whether or not to recommend
   that the Planning Commission make a recommendation to City Council to consider allowing
   portable signs in the sign ordinance.

   Mayor Price advised sometimes one has to adapt. He questioned whether there
   were other signs that could be made.

   City Manager Rohlf suggested City Council wait for a report with more detailed
   information on the process because it was a lengthy process with multiple reviews.

   Mr. Fleming stated that he was the only portable sign business in Newport News
   as far as he knew.

   Mr. Vernon Porter, Jr., 79 Jefferys Drive, Newport News, stated, since the
   Huntington Middle School was a historic landmark, with Whitaker Memorial Hospital being the
   only other business close to Huntington in age, realized a new middle school was needed, but
   wondered whether the building could be kept because of its architectural and historical
   significance, and used as a community empowerment center. Parenting classes could be taught,
   anger management sessions could be held, and first time homeowner classes. The auditorium in
   Huntington Middle School was the largest auditorium, and local productions and plays could be
   held in the facility.
I. Citizen Comments on Matters Germaine to the Business of City Council
   Continued

   Mr. Porter expressed concern about his Waterworks bill. When the bill was
   received, only 21 days was allowed before payment was due. He shared the ordinance (City Code
   2-12.1), passed by City Council setting up the guidelines, including the addition of late fees. Mr.
   Porter suggested that citizens should receive longer than the period charged by credit card
   companies, enabling them to charge late fees.

   Councilwoman Woodbury advised that several of her constituents experienced
   similar situations.

   City Attorney Owens added that Section 2 of the City Code mentioned when a
   bill was due, and not paid on time, penalties and interest would be applied, and did not stipulate
   the number of days.

J. Old Business, New Business and Councilmember Comments

   City Clerk, Mabel Washington Jenkins, MMC, extended thanks to Ms. Indiana
   Brown, Deputy City Clerk II, for a job well done and wished her well in her future endeavors
   (Ms. Brown tendered her resignation from the City Clerk’s Office, effective September 12, 2019).

   Mayor Price shared that he had the opportunity to visit the old Whitaker
   Memorial Hospital (1003-28th Street), originally built in 1947, which was being renovated to
   construct Whitaker Place Apartments. He mentioned that some of the original tile was kept. He
   reminisced about his father-in-law’s office being located in the basement of the hospital. Mayor
   Price stated that Whitaker Place Apartments would be a great asset to the community.

   Councilwoman Scott thanked the citizens for their attendance and participation
   and voicing their opinions and concerns.

   Councilwoman Scott thanked City Manager Rohlf for ensuring that everyone
   remained on track with the discussions between the City Council and the Newport News School
   Board. The meeting was fruitful allowing the exchange of information (a Joint Work Session of
   the Newport News City Council and Newport News School Board was held on Tuesday,
   September 10, 2019, 4:30 p.m. at the Downing-Gross Cultural Arts Center, located at 2410
   Wickham Avenue).

   Councilwoman Scott announced a 9/11 Ceremony - “A Day of Remembrance: A
   Salute to All that Served,” on Wednesday, September 11, 2019, 10:00 a.m., in front of City Hall
   (2400 Washington Avenue).

   Councilwoman Scott encouraged everyone to attend the Newport News-
   Williamsburg International Airport (NNWIA), for the 5K on the Runway, on Saturday,
   September 14, 2019, 8:00 a.m. at the NNWIA (900 Bland Boulevard).
J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Scott announced the 60th Annual Denbigh Day Parade and Festival would be held on Saturday, September 21, 2019, 10:00 a.m. (beginning at Denbigh High School).

Councilwoman Scott thanked the citizens for their attendance and participation at the North District Town Hall Meeting, held on Monday, August 26, 2019, 7:00 p.m., at the Denbigh Community Center (15198 Warwick Boulevard). Dr. George Parker was the guest speaker and shared information about some of the new initiatives occurring in the Newport News Public Schools. Councilwoman Scott advised that representatives from the Departments of Engineering, Planning, and the Police were present and ensured the success of the meeting, which lasted the entire two hours. The citizen’s engagement and exchange of information showed that citizens were interested in what was happening in the City. Councilwoman Scott encouraged citizens to attend the next North District Town Hall Meeting scheduled for Monday, September 23, 2019, 7:00 p.m., at the Denbigh Community Center (15198 Warwick Boulevard).

Councilwoman Scott extended thanks to Ms. Indiana Brown, Deputy City Clerk, City Clerk’s Office, for her service to City Council. She expressed appreciation for all Indiana had done to let her lack of planning become an emergency.

Vice Mayor Vick bid farewell to Ms. Indiana Brown. She extended thanks for all she had done during her short tenure with the City. She extended best wishes in her future endeavors.

Vice Mayor Vick advised Councilwoman Scott that she would participate in the 5K on the Runway, on Saturday, September 14, 2019, 8:00 a.m. at the NNWIA (900 Bland Boulevard).

Vice Mayor Vick extended thanks to Pastor John Ware, and Mr. Cary Jones, Outreach Director, Lifehouse Newport News Church, for their attendance and participation.

Councilwoman Woodbury extended thanks to Mr. Nyzaiah Gore, for his attendance and participation by sharing his poem. She advised that she and Vice Mayor Vick had attended the New Teacher Welcome Breakfast, on Tuesday, August 13, 2019, 8:00 a.m.– 9:30 a.m., at Woodside High School (13450 Woodside Lane). She was inspired by Mr. Gore, who wrote the poem about his 7th grade teacher who taught him about life and life’s lessons through music. Having been a teacher herself, it would have pleased her to know that she touched a young life. She thanked him for sharing his gift and praise for his teacher.

Councilwoman Woodbury also extended thanks to Pastor John Ware, and Mr. Cary Jones, Outreach Director, Lifehouse Newport News Church, for their attendance and participation. She attended the church service held on Sunday, August 18, 2019, at the Kiln Creek Theater (100 Regal Way) in honor of “For Our City” Sunday. She indicated Lifehouse
J. Old Business, New Business and Councilmember Comments Continued

Newport News Church could serve as an example for all churches, and how they could impact the community in a positive manner. She commended Lifehouse Church for the investment of 1,500 hours of volunteerism. She indicated it would be transformative if more churches could meet those hours. Councilwoman Woodbury planned to challenge her church to meet the number of hours invested.

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

Councilwoman Cherry thanked the citizens for their attendance and participation, and for sharing their thoughts, concerns, and ideas. She advised that the citizen’s voices mattered, and City Council wanted to hear their thoughts and concerns. It was particularly great to hear the word of thanks received from Ms. Carkhuff.

Councilwoman Cherry extended thanks to Ms. Indiana Brown, Deputy City Clerk II, for a job well done and assisting members of City Council. She wished her well in her future endeavors (Ms. Brown tendered her resignation from the City Clerk’s Office, effective September 12, 2019).

Councilwoman Cherry wished a Happy Birthday to Ms. Willeeta Hooker (daughter of Hakima Muhammad).

Councilwoman Cherry extended condolences to Assistant Chief Michael Grinstead, Newport News Police Department, on the passing of his mother, Ms. Baerbel Doris Grinstead. Councilwoman Cherry commended her for being a delightful and strong individual, who was also a great mother and dancer.

Councilwoman Cherry extended kudos to Mr. Michael Poplawski, Director, Department of Parks, Recreation and Tourism, and staff, for the great World Arts Festival, on Saturday, August 24, 2019, 4:00 p.m. – 8:00 p.m., at City Center. This annual event showed the diversity and talent of Newport News citizens. She and Councilwoman Scott were meeting to discuss changes for the 2020 World Arts Festival.

Councilwoman Cherry announced the next meeting of the Homicide Family Support Group, hosted by the Newport News Police Department, was scheduled on Wednesday, September 11, 2019, 6:00 p.m., at the NNPD Headquarters (9710 Jefferson Avenue). She encouraged those family members facing challenges due to the loss of a loved one to attend to share their personal experiences.

Councilwoman Cherry announced that the next South District “Your Voice Matters” Town Hall Meeting, was scheduled for Thursday, September 12, 2019, 6:00 – 7:30 p.m., at the Brittingham-Midtown Community Center (2570 McLawhorne Drive). She added another “Your Voice Matters” Town Hall Meeting, was scheduled for Thursday, September 19, 2019,
J. Old Business, New Business and Councilmember Comments Continued

6:00 – 7:30 p.m., at the Downing-Gross Cultural Arts Center (2410 Wickham Avenue). All citizens were welcome to attend.

Councilwoman Cherry extended thanks and appreciation to the Newport News 911 Dispatchers, who were a vital part to the community and the City. Their dedication and commitment was not unnoticed. She indicated that lives were saved daily as a result of the 911 Dispatchers.

Councilman Harris introduced the following resolution issued by the Newport News Director of Emergency Management:

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, CONFIRMING, RATIFYING AND TERMINATING THE DECLARATION OF A LOCAL EMERGENCY ISSUED BY THE NEWPORT NEWS DIRECTOR OF EMERGENCY MANAGEMENT ON SEPTEMBER 3, 2019, MADE NECESSARY BY HURRICANE DORIAN.

(No registered speakers)

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

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

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 thanks to Ms. Indiana Brown, Deputy City Clerk II, for a job well done and assisting members of City Council. He wished her much success in her future endeavors (Ms. Brown tendered her resignation from the City Clerk’s Office, effective September 12, 2019).

Councilman Harris extended thanks to Mr. Nyzaiah Gore for sharing his poem, “Ode to Teacher.” Although retired, Ms. Arlisa Powell left a mark on many students. Councilman Harris advised that Mr. Gore would be a great representative to the Newport News School Board as a Student Advisor. He extended best wishes to Mr. Gore at Warwick High School.

Four days into another school year, Councilman Harris extended best wishes for a great 2019-2020 school year.
J. Old Business, New Business and Councilmember Comments Continued

Councilman Harris invited interested citizens to donate to the “Hurricane Dorian Fund” through the “Dying to Donate.” He announced a “Dying to Donate” event, scheduled on Saturday, September 14, 2019, 11:00 a.m. – 9:00 p.m., at Chihuahua’s Mexican Family Grill (309-B Oyster Point Road), to support Hurricane Dorian victims by eating at Chihuahua’s, who would donate a portion of sales to the American Red Cross.

Councilwoman Woodbury extended thanks to Ms. Indiana Brown, Deputy City Clerk II, for a job well done, and indicated that her hard work and commitment was exemplified by each member in the Newport News City Clerk’s Office. Councilwoman Woodbury extended thanks to all of the employees in the City Clerk’s Office.

Councilwoman Woodbury wished her grandson, Mr. Michael O’Flynn; and Vice Mayor Vick’s grandson, Mr. Tyson Carter, a Happy Birthday. Both young men celebrated their birthdays on Monday, September 9, 2019.

Mayor Price reminded members of City Council, when riding in the parades, i.e. the upcoming Denbigh Day Parade, candy should not be thrown to the crowds from moving vehicles, but handing to willing recipients.

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 8:19 P.M.

Mabel Washington Jenkins
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, tested:

City Clerk
4. Resolution Canceling the October 8, 2019 Meeting of the Newport News City Council

ACTION: A REQUEST TO APPROVE A RESOLUTION CANCELING THE OCTOBER 8, 2019 MEETING OF THE NEWPORT NEWS CITY COUNCIL.

BACKGROUND: • The Newport News City Charter states that the City Council shall have regular meetings at least once per month.

• City Council has requested to cancel its regular meeting of October 8, 2019 as there will not be a quorum of the City Council available on this date.

• City Code, Chapter 2, Section 2-21 allows changes to the City Council meeting schedule pursuant to special resolutions of the Council.

• In compliance with the City Charter and City Code, there will be one (1) regular scheduled meeting of the Council on October 22, 2019.

• The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Special Resolution Canceling Oct 8 Meeting
RESOLUTION NO. ______________

A SPECIAL RESOLUTION CANCELING THE REGULAR COUNCIL MEETING OF OCTOBER 8, 2019.

WHEREAS, Sec. 4.06 of the Newport News City Charter provides that the City Council is to provide for the time and place of regular meetings which shall not be less frequently than once per month; and

WHEREAS, Sec. 2-21 of the City Code establishes the time and place of regular council meetings, but provides that changes to the schedule may be made by the council pursuant to special resolutions of council; and

WHEREAS, the City Council wishes to cancel its regular meeting of October 8, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia, that it desires to, and hereby does, cancel its regular meeting of October 8, 2019.

BE IT FURTHER RESOLVED that the City Clerk shall immediately cause a notice of this meeting cancellation action to be published in a newspaper generally circulated in Newport News in order to inform the public of the Council’s action.
G. Other City Council Actions

1. Motion Designating City Council’s Voting Delegates and Alternate Delegate to the Virginia Municipal League (VML)

ACTION: A REQUEST FOR CITY COUNCIL TO DESIGNATE BY MOTION THE CITY'S TWO (2) VOTING DELEGATES AND ONE (1) ALTERNATE DELEGATE FOR THE VIRGINIA MUNICIPAL LEAGUE (VML) BUSINESS MEETINGS.

BACKGROUND: • VML will hold its 2019 Annual Conference, October 6 - October 8, 2019, in Roanoke, Virginia.

• VML's Business Meeting will occur on Tuesday, October 7, during the conference at the Hotel Roanoke and Conference Center.

• In accordance with the operating procedures of the League's Constitution, each locality must select one (1) delegate to vote per 100,000 population, rounded up to the nearest 100,000.

• The City of Newport News' population exceeds 181,000, according to Weldon Cooper Center's 2018 estimates, requiring City Council to select an official delegate and an alternate delegate.

• The names of the selected individuals must be submitted by September 27, 2019 to certify the City's voting appointees.

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
2019 Urban Section Voting Delegate Final 9.10.19
Designation of Voting Delegate and Alternate Delegate Form
TO: Clerks-Managers in the Urban Section

FROM: Michelle Gowdy, Executive Director

DATE: September 10, 2019

RE: Urban Section Voting Procedures

The election of the Section Chair and Vice Chair will be conducted during the Urban Section meeting, Monday, October 7, 2019, 8:30am at the Hotel Roanoke and Conference Center, during the Virginia Municipal League (VML) Annual Conference. A Chair and Vice Chair will be elected at the beginning of the meeting. The elected Chair of the Urban section shall serve as a member of the VML Executive Committee and be expected to attend their first meeting on Tuesday, October 8th at the conclusion of the luncheon.

The Urban Section of VML consists of those cities and counties that are regular members and have a population in excess of 35,000. The voting rules allow each Urban Section locality to have 1 vote per 100,000 population. The governing body of each Urban Section locality shall appoint an official and alternate voting delegate as the voting representative for all votes at the Urban Section meeting. Please use the following link https://www.surveymonkey.com/r/UrbanSectionVotingForm to designate the Voting Delegate and Alternate Voting delegate no later than Friday, September 27, 2019.

The meeting will begin promptly at 8:30 a.m. and voting delegates will be issued voting flags prior to the beginning of the Section meeting, outside the Urban Section meeting room. If a vote is contested or is not unanimous, the voting delegate will hold up the flag at the time the vote is taken. Since the Urban Section has a weighted voting procedure, the number of flags that the voting delegates in that section meeting receive will be determined based on the July 1, 2018 Weldon Cooper Center for Public Service Weldon Cooper Center population estimates (found on page 2).

The rules for voting by section are set forth in Article VII, Section 3 of the VML Constitution https://www.vml.org/organization/about-the-league/.
### URBAN SECTION

#### VOTES PER MEMBER

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</table>

**TOTALS**

|       |       | 25    |

*Weldon Cooper Center, July 1, 2018 Estimates for Virginia and its Counties and Cities*
Urban Section Election of Chair and Vice Chair

Designation of Voting Delegate and Alternate Delegate Form

The Urban Section meeting, each locality shall have one vote per 100,000 population in the locality, rounded to the nearest 100,000, except that each city or county shall have at least one vote.

The governing body of each locality in the Urban Section shall appoint an official delegate and alternate. The delegate, or the alternate, if the delegate is absent, shall be the voting representative of his or her locality in all votes of the Urban Section meeting.

OK
1. Name of Locality

2. Designated Voting Delegate

3. Designated Alternate Voting Delegate

4. Name of person completing this form

DONE

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0 of 4 answered
G. Other City Council Actions

2. Ordinance Amending and Reordaining City Code Chapter 26, Motor Vehicles and Traffic; Article IX., Residential Parking Permit Program; Section 26-226., Designated Residential Permit Parking Areas; for Scott Road from Crittenden Lane to Crittenden Lane

**ACTION:**

A REQUEST TO ADOPT AN ORDINANCE AMENDING CITY CODE CHAPTER 26, MOTOR VEHICLES AND TRAFFIC; ARTICLE IX., RESIDENTIAL PARKING PERMIT PROGRAM (RPPP); SECTION 26-226., DESIGNATED RESIDENTIAL PERMIT PARKING AREAS; FOR THE INCLUSION OF SCOTT ROAD BETWEEN CRITTENDEN LANE AND CRITTENDEN LANE.

**BACKGROUND:**

- This street was administratively approved for inclusion into the Residential Parking Permit Program and has been implemented with the installation of regulatory signage.

- This item is required for the adoption of the ordinance change that officially includes Scott Road into Section 26-226 of the Motor Vehicles and Traffic Code.

**FISCAL IMPACT:**

- Direct costs for inclusion of Scott Road from Crittenden Lane to Crittenden Lane would be the operating budget expenses associated with the cost of sign materials, installation, and maintenance.

- The City Manager recommends approval.

**ATTACHMENTS:**

Description
Memo to HCC re Ord Chpt 26 Sec 26-226 9.18.19
Attachment-Location Map-Inclusion of Scott Road into RPPP
Amending Sec 26-226 - Inclusion of Scott Rd into RPPP
TO: The Honorable City Council

FROM: City Manager

SUBJECT: Ordinance Amending Chapter 26, Motor Vehicles and Traffic; Section 26-226 Scott Road Inclusion

City Council is hereby requested to adopt an ordinance amending City Code Section 26-226 of Chapter 26 "Motor Vehicles and Traffic," Article IX, Residential Parking Permit Program for the inclusion of Scott Road between Crittenden Lane and Crittenden Lane.

This street was administratively approved for inclusion into the Residential Parking Permit Program and has been signed. This approval was to mitigate the difficulty with parking due to overflow from Warwick Little League Baseball, along with the problems associated with this overflow such as litter and loud noise.

The adoption of this ordinance amendment will officially include this street into Section 26-226 of the Motor Vehicles and Traffic Code. Direct costs for inclusion of Scott Road would be the operating budget expenses associated with the cost of sign materials, installation and maintenance.

I recommend approval.

[Signature]
Cynthia D. Rohlf

CDR:DB:wjr

Attachment

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

RESIDENTIAL PARKING PERMIT PROGRAM - SCOTT ROAD
ORDINANCE NO. ______________

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 26, MOTOR VEHICLES AND TRAFFIC, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE IX., RESIDENTIAL PARKING PERMIT PROGRAM, SECTION 26-226, DESIGNATED RESIDENTIAL PERMIT PARKING AREAS.

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

1. That Chapter 26, Motor Vehicles and Traffic, of the Code of the City of Newport News, Virginia, Article IX., Residential Parking Permit Program, Section 26-226, Designated residential permit parking areas, be, and the same hereby is, amended and reordained, as follows:

CHAPTER 26

MOTOR VEHICLES AND TRAFFIC

ARTICLE IX. RESIDENTIAL PARKING PERMIT PROGRAM

Sec. 26-226. Designated residential permit parking areas.

The following streets and blocks are designated to be within a residential parking permit program area:

28th Street, between West Avenue and the James River.
29th Street, between West Avenue and the James River.
30th Street, between West Avenue and the James River.
31st Street, south side, between West Avenue and the James River.
36th Street, between Huntington Avenue and Warwick Boulevard.
36th Street, between Huntington Avenue and Washington Avenue.
47th Street, between Huntington Avenue and the railroad tracks.
48th Street, between Washington Avenue and the railroad tracks.
49th Street, south side, between Washington Avenue and the railroad tracks.

50th Street, between Huntington Avenue and Warwick Boulevard.

51st Street, between Newport News Shipyards and Warwick Boulevard.

52nd Street, between Newport News Shipyards and Warwick Boulevard.

53rd Street, between Newport News Shipyards and Warwick Boulevard.

54th Street, between Newport News Shipyards and Warwick Boulevard.

55th Street, between Newport News Shipyards and Warwick Boulevard.

56th Street, between Huntington Avenue and Warwick Boulevard.

57th Street, between Huntington Avenue and Warwick Boulevard.

58th Street, between Huntington Avenue and Warwick Boulevard.

59th Street, between Huntington Avenue and Warwick Boulevard.

60th Street, between Huntington Avenue and Warwick Boulevard.

61st Street, between Huntington Avenue and Warwick Boulevard.

62nd Street, between Huntington Avenue and Warwick Boulevard.

63rd Street, between Huntington Avenue and Warwick Boulevard.

64th Street, between Huntington Avenue and Warwick Boulevard.

65th Street, between Huntington Avenue and Warwick Boulevard.

66th Street, between Huntington Avenue and Warwick Boulevard.

68th Street, between Huntington Avenue and Warwick Boulevard.

69th Street, between Huntington Avenue and Warwick Boulevard.

70th Street, between Belvedere Drive and Huntington Avenue.

71st Street, between Belvedere Drive and Warwick Boulevard.
72nd Street, between Belvedere Drive and Warwick Boulevard.

Barron Drive, from Snidow Boulevard to Warren Drive.

Belvedere Drive, between 70th Street and 73rd Streets.

Belvedere Drive, from 70th Street to River Road.

Benton Way (west side), from Huntington Avenue to 71st Street.

Boyd Circle.

Briar Patch Place, from Shoe Lane to and including its cul-de-sac.

Buxton Avenue, east side from Salters Creek to 25th Street.

Carywood Lane, from Lucas Creek Road to Ashford Place.

Connors Drive.

Copeland Lane:

North side, from Warwick Boulevard to Gatewood Road.

Daisy Circle.

Fairway Lane, from Moores Lane North to the cul-de-sac.

Fenwood Crescent, east of Stoney Drive.

Flora Drive, between Connors Drive and Carnation Drive.

Fontaine Road, between Gatewood Road and Commodore Drive East.

Garrow Road, from Stoney Drive to the east dead end.

Hitchens Lane, from Gatewood Road to Warwick Boulevard.

Huntington Avenue:

West side, between 5407 Huntington Avenue and 5411 Huntington Avenue.

West side, from 48th Street to 50th Street.

East side, from 51st Street to 54th Street.

West side, from 69th Street to 70th Street.
Leland Place.

Lewallen Drive, from Snidow Boulevard to Lois Lane.

Lou Mac Court, from Monarch Drive to David Circle.

Lucas Creek Road:

   Between Denbigh Boulevard and Carywood Lane.

   Between Carywood Lane and Godfrey Drive.

Meadow Drive, from Shoe Lane to dead end.

Menchville Court, from Menchville Road to the cul-de-sac.

Monarch Drive, from Menchville Road to Lou Mac Court.

Nutmeg Quarter Place, from Sweetbriar Drive to 400' South of Sweetbriar Drive.

Paddock Drive, between Shoe Lane and Mimosa Drive.

Quince Circle.

Scott Road, from Crittenden Lane to Crittenden Lane.

Shoe Lane, between Paddock Drive and Moores Lane North/South.

Shoe Lane, from Moores Lane North/South to Meadow Drive.

Shoe Lane, from Meadow Drive to Bull Lane.

Snidow Boulevard, from Barron Drive to Lewallen Drive.

Spaulding Drive.

Stoney Drive.

Sweetbriar Drive, from 450' East of Warwick Boulevard to Timberline Crescent.

Warwick Boulevard:

   East side, from 45th Street to 50th Street.

   West side service road, from 69th Street north to and including cul-de-sac.

West Avenue:
West side, from 28th Street to 29th Street and from 31st Street to 32nd Street.

East side, from 28th Street to 30th Street and from 31st Street to 32nd Street.

West side, from 30th Street to 31st Street.

East side, from 30th Street to 31st Street.

*Whisperwood Drive.*

2. That this ordinance shall be in effect on and after the date of its adoption, September 24, 2019.
G. Other City Council Actions

3. Ordinance Amending and Reordaining City Code Chapter 38, Streets and Sidewalks; Article II., Work On, Over, Under or Affecting Streets; Division 1., Generally; Section 38-38., Location of Mail and Newspaper Boxes in Street

ACTION: A REQUEST TO ADOPT AN ORDINANCE AMENDING AND REORDAINING CITY CODE CHAPTER 38, STREETS AND SIDEWALKS; ARTICLE II., WORK ON, OVER, UNDER OR AFFECTING STREETS; DIVISION 1., GENERALLY; SECTION 38-38., LOCATION OF MAIL AND NEWSPAPER BOXES IN STREET.

BACKGROUND: • To improve security at local courthouses, the Sheriff's Office has requested an amendment to Section 38-38 Location of mail and newspaper boxes in street.

• The proposed amendment prohibits the placement of mail and newspaper boxes in public rights-of-way, public places, or easements within one hundred fifty (150) feet of any federal or state courthouse.

• The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Memo to HCC re Ord Chpt 38 Sec 38-38 9.18.19
Amend Sec 38-38 Location of mail & newspaper boxes in Street
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 18, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Ordinance Amending Chapter 38, Streets and Sidewalks, Section 38-38 Location of Mail and Newspaper Boxes in Street

To improve security at local courthouses, the Sheriff’s Office has requested an amendment to Chapter 38, Streets and Sidewalks, Article II., Work On, Over, Under or Affecting Streets; Section 38-38, Location of mail and newspaper boxes in street.

The proposed amendment prohibits the placement of mail and newspaper boxes in public rights-of-way, public places or easements, within one hundred fifty (150) feet of any federal or state courthouse.

I recommend approval.

Cynthia D. Rohlf

CDR:CLO:rag

Attachment

cc: Gabriel Morgan, Sheriff, Newport News Sheriff’s Office
Collins L. Owens Jr., City Attorney, City Attorney’s Office
AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 38, STREETS AND SIDEWALKS, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE II., WORK ON, OVER, UNDER OR AFFECTING STREETS, SECTION 38-38, LOCATION OF MAIL OR NEWSPAPER BOXES IN STREET.

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

That Chapter 38, Streets and Sidewalks, of the Code of the City of Newport News, Virginia, Article II., Work On, Over, Under or Affecting Streets, Section 38-38, Location of mail and newspaper boxes in street, be, and the same hereby is, amended and reordained as follows:

CHAPTER 38

STREETS AND SIDEWALKS

ARTICLE II. WORK ON, OVER, UNDER OR AFFECTING STREETS

Sec. 38-38. Location of mail and newspaper boxes in street.

Mail and newspaper boxes may be placed in the streets without obtaining a permit under the provisions of this article. No such box shall be located within one hundred fifty (150) feet of any federal or state courthouse. All such boxes shall be so located as not to interfere with or endanger public travel or maintenance on the streets. Any such box so located as to interfere with or endanger public travel or maintenance on the streets shall be moved to an approved location, upon reasonable notice from the director of engineering. Failure to remove such boxes after such notice has been given shall constitute a misdemeanor.
H. Appropriations

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


2. Department of Engineering – Federal Transportation Alternative Grant Funds: Chesapeake Avenue Bike Trail and Sidewalk Project – $168,086

3. Department of Engineering – FY 2020 Bond Authorization, Streets and Bridges Category: Transportation Safety Improvement Programs – $2,575,000

H. Appropriations


ACTION: A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $161,500 FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) STATE URBAN FUNDS FOR THE CANON BOULEVARD SIGNAL – OYSTER POINT ACCESS IMPROVEMENTS PROJECT.

BACKGROUND: • VDOT has awarded the City additional State Urban funds to construct an additional turn lane at Canon Boulevard and Oyster Point Road.

• The improvements to the turn lanes and signals will improve access to Oyster Point Road and I-64 and accentuate motorist safety.

FISCAL IMPACT: • The appropriation request of $161,500 is available from State Urban funds and $500,000 is available from previously appropriated Urban Programmatic Agreement funds.

• No City matching funds are required.

• The City Manager recommends approval.

ATTACHMENTS:

Description
Memo to HCC re Canon Blvd Signal 9.18.19
Attachment-Location Map-Canon Blvd Signal-Oyster Pt Access Improv
Resolution Appropriating Funds - Canon Blvd Signal
TO: The Honorable City Council

FROM: City Manager

SUBJECT: Canon Boulevard Signal – Oyster Point Access Improvements Project

City Council is requested to approve a resolution appropriating $161,500 for the Canon Boulevard Signal – Oyster Point Access Improvements Project.

The City was previously awarded $500,000 in Urban Funds for the project, and the Virginia Department of Transportation (VDOT) is providing an additional $161,500 in State Urban funds to fully fund the project. No City matching funds are required.

The project scope includes adding a right turn lane on Canon Boulevard at Oyster Point Road and associated signal modifications. These improvements will improve access to Oyster Point Road and I-64 and accentuate motorist safety.

State Urban Funds in the amount of $161,500 are available, with $500,000 previously appropriated.

I recommend approval.

Cynthia D. Rohlf

CDR:CMT:wjr

Attachment

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

UPC #113986 - CANON BOULEVARD SIGNAL - OYSTER POINT ACCESS IMPROVEMENTS
RESOLUTION NO. _______________

A RESOLUTION APPROPRIATING FUNDS FROM STATE REVENUE TO CANON BOULEVARD SIGNAL - OYSTER POINT ACCESS IMPROVEMENTS PROJECT.

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

That it hereby appropriates funds from State Revenue to Canon Boulevard Signal - Oyster Point Access Improvements Project, as follows:

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H. Appropriations

2. Department of Engineering – Federal Transportation Alternative Grant Funds: Chesapeake Avenue Bike Trail and Sidewalk Project – $168,086

**ACTION:** A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $168,086 IN FEDERAL TRANSPORTATION ALTERNATIVE GRANT FUNDS FOR THE CHESAPEAKE AVENUE BIKE TRAIL AND SIDEWALK PROJECT.

**BACKGROUND:**
- VDOT has identified and is providing $168,086 of surplus Federal Transportation Alternatives (TA) funds to the Chesapeake Avenue Bike Trail and Sidewalk Project.

**FISCAL IMPACT:**
- The City has provided matching funds beyond the grant requirement.
- No additional City match is required.
- The project is complete. This grant will allow reimbursement of City General Obligation Streets and Bridges funding used for the project.
- The City Manager recommends approval.

**ATTACHMENTS:**
Description
Memo to HCC re Chesapeake Ave Bike Trail 9.18.19
Attachment-Location Map-UPC 106159 Chesapeake Bike Trail
Resolution Appropriating Funds - Chesapeake Bike Trail
TO: The Honorable City Council

FROM: City Manager

SUBJECT: Appropriation for the Chesapeake Bike Trail and Sidewalk Project

City Council is requested to approve a resolution appropriating $168,086.00 for the Chesapeake Bike Trail and Sidewalk Project.

The Virginia Department of Transportation (VDOT) has identified and is providing $168,086 of surplus Federal Transportation Alternatives (TA) funds to the Chesapeake Avenue Bike Trail and Sidewalk Project. The City has provided matching funds beyond those required by the grant, which has made the project eligible for the additional allocation by the Commonwealth. No additional City match is required.

The project is complete. This grant will allow reimbursement of City General Obligation Streets and Bridges funding used for the project.

I recommend approval.

Cynthia D. Rohlf

CDR:CMT:wjr

Attachment

cc: Everett P. Skipper, Director, Department of Engineering
CITY OF HAMPTON

PROJECT LOCATION

CITY OF NEWPORT NEWS, VIRGINIA

CHESAPEAKE AVENUE BIKE TRAIL AND SIDEWALK
RESOLUTION NO. ______________

A RESOLUTION APPROPRIATING FUNDS FROM FEDERAL REVENUE TO CHESAPEAKE AVENUE BIKE TRAIL AND SIDEWALK PROJECT.

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

That it hereby appropriates funds from Federal Revenue to Chesapeake Avenue Bike Trail and Sidewalk Project, as follows:

Appropriation From:
Federal Revenue
4300-000-00-0000-483000-000000-0000-J0002-J0002 $ 168,086.00

Appropriation To:
Chesapeake Avenue Bike Trail and Sidewalk Project
4300-250-70-700J-579420-000000-0000-J0002-J0002 $ 168,086.00
H. Appropriations

3. Department of Engineering – FY 2020 Bond Authorization, Streets and Bridges Category: Transportation Safety Improvement Programs – $2,575,000

**ACTION:**
A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $2,575,000 FROM THE FY 2020 BOND AUTHORIZATION STREETS AND BRIDGES CATEGORY FOR THE TRANSPORTATION SAFETY IMPROVEMENT PROGRAMS.

**BACKGROUND:**
- Transportation Safety Improvement Programs are annual initiatives included in the Streets and Bridges Capital Improvement Plan.
- The programs include: Bridge and Culvert Repairs; One Accessible City-Pedestrian, Bicycle and Road Safety Enhancement Program; Bright Lights, Safe Nights Street Lighting Program; Traffic Signal Upgrade and Installation program; Neighborhood Enhancement Program; the Annual Utilities Undergrounding Program; and the City Center LED Streetlights Conversion Project.

**FISCAL IMPACT:**
- Total funding request for transportation safety improvement is $2,575,000.
- Funding is available from the Streets and Bridges Category of the FY 2020 Bond Authorization.
- The City Manager recommends approval.

**ATTACHMENTS:**
Description
Memo to HCC re FY20 Transportation Safety Improv Prog 9.18.19
Resolution Appropriating Funds - FY20 Transportation Safety Impv Prog
TO: The Honorable City Council
FROM: City Manager
SUBJECT: FY 2020 Transportation Safety Improvement Programs

City Council is requested to approve a resolution appropriating $2,575,000 for the following Transportation Safety Improvement Programs:

**Bridge and Culvert Repairs:** The program provides for the study, design, and repair of 54 citywide bridges and culvert locations on an as needed basis. The requested appropriations amount is $515,000.

**One Accessible City - Pedestrian, Bicycle, and Road Safety Enhancement Program:** The program identifies locations for enhanced pedestrian and bicycle accommodations citywide. Accommodations include pedestrian signal indications, pushbuttons, ADA compliant sidewalk ramps, and pedestrian signage and pavement markings. The appropriation request for this program is $500,000.

**Bright Lights, Safe Nights Street Lighting Program:** The program identifies and funds new lighting within the right-of-way currently not served by streetlights; as well as reviews existing locations for streetlight upgrades to bring the lighting levels up to current City standards. The appropriation request for this program is $449,000.

**Traffic Signal Upgrade and Installation:** The traffic signal upgrade program funds new traffic signals and converts older traffic signals consisting of wooden or old metal poles and span wire. The appropriation request for this program is $325,000.

**Neighborhood Enhancement Program:** This program is intended to fund a wide variety of projects in residential areas identified through citizen and staff collaboration. The neighborhood program provides
funds for physical improvements such as traffic calming, sidewalks, roadway reconstruction, playground, trees, handicap accessibility, and enhancement of greenways and bikeways. The appropriation request for this program is $300,000.

**Annual Utilities Undergrounding Program**: The program provides for the undergrounding of overhead utilities in support of various traffic signal span wire to mast arm conversion projects. This program better protects our vital infrastructure as well as funds other miscellaneous utility related efforts citywide. The appropriation request for this program is $300,000.

**City Wide Infrastructure: City Center LED Streetlights Conversion Project**: An appropriation for $186,000 is requested to provide for street light LED conversion in City Center. The project includes installing meters for billing purposes.

Funding for these transportation safety improvement programs, in the amount of $2,575,000, is available from the FY 2020 Bond Authorization, Streets and Bridges Category.

I recommend approval.

[Signature]

Cynthia D. Rohlf

CDR:TSA:wjr

cc: Everett P. Skipper, Director, Department of Engineering
RESOLUTION NO. ________________

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED TO BRIDGE AND CULVERT REPAIRS, ONE ACCESSIBLE CITY - PEDESTRIAN, BICYCLE AND ROAD SAFETY ENHANCEMENTS, BRIGHT LIGHTS, SAFE NIGHTS STREET LIGHTING PROGRAM, TRAFFIC SIGNAL UPGRADE AND INSTALLATION, NEIGHBORHOOD ENHANCEMENT PROGRAM, UNDERGROUND UTILITIES AND CITY CENTER LED STREETLIGHT CONVERSIONS.

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

That it hereby appropriates funds from Bonds Authorized and Unissued to Bridge and Culvert Repairs, One Accessible City - Pedestrian, Bicycle and Road Safety Enhancements, Bright Lights, Safe Nights Street Lighting Program, Traffic Signal Upgrade and Installation, Neighborhood Enhancement Program, Underground Utilities and City Center LED Streetlight Conversions, as follows:

Appropriation From:

Bonds Authorized and Unissued
4104-250-70-700J-579000-000000-2020-00000-J0000 $ 2,575,000.00

Appropriation To:

Bridge and Culvert Repairs
4104-250-70-700J-579420-000000-2020-00000-J4008 $ 515,000.00

One Accessible City - Pedestrian, Bicycle and Road Safety Enhancements
4104-250-70-700J-579420-000000-2020-00000-J4510 $ 500,000.00

Bright Lights, Safe Nights Street Lighting Program
4104-250-70-700J-579420-000000-2020-00000-J2708 $ 449,000.00
<table>
<thead>
<tr>
<th>Project Description</th>
<th>Project Number</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Signal Upgrade and Installation</td>
<td>4104-250-70-700J-579420-000000-2020-00000-J2608</td>
<td>$325,000.00</td>
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<tr>
<td>Neighborhood Enhancement Program</td>
<td>4104-250-70-700J-579420-000000-2020-00000-J3408</td>
<td>$300,000.00</td>
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<tr>
<td>Underground Utilities</td>
<td>4104-250-70-700J-579420-000000-2020-00000-J2208</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>City Center LED Streetlight Conversions</td>
<td>4104-250-70-700J-579420-000000-2020-00000-J0003</td>
<td>$186,000.00</td>
</tr>
</tbody>
</table>
H. Appropriations


A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $4,963,000 IN GENERAL OBLIGATION BOND FUNDS FOR FOUR (4) FY 2020 CITYWIDE STORMWATER PROJECTS.

BACKGROUND:

- The improvements will improve the stormwater infrastructure, alleviate flooding, and improve water quality within the City.

- J. Clyde Morris Boulevard Drainage Improvement Project – The improvements include $2,930,000 to install approximately 1,400 linear feet box culvert in the median of J. Clyde Morris Boulevard and improve the safety of the roadway.

- Warwick Rivermont Drainage Improvement Project – The improvements include $1,400,000 to improve the drainage system along approximately 2,000 linear feet of Warwick Boulevard from Rivermont Drive to Government Ditch.

- Huxley Place Drainage Repairs and Improvements Project – The improvements include $585,000 to rehabilitate and improve the storm sewer system along a portion of Huxley.

- Stormwater Pump Station #41 Renovations Project – The improvements include $48,000 to improve pump station #41, which helps control stormwater elevations in the Brick Kiln Creek watershed. An additional $1,437,000 of FY 2020 Cash Capital funds has been approved for this project.

- The City Manager recommends approval.

FISCAL IMPACT: N/A

ATTACHMENTS:

Description
Memo to HCC re FY20 Citywide Stormwater Projects 9.18.19
Attachment-Location Map-FY20 Citywide Stormwater Resolution Appropriating Funds-FY20 Citywide Stormwater Proj
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

September 18, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Citywide Stormwater Projects – FY 2020 General Obligation Bond Funds

City Council is requested to approve a resolution authorizing the City Manager to execute a resolution appropriating $4,963,000 for citywide stormwater projects in FY 2020. The stormwater infrastructure within the City is aging. Repairs and Improvements are required at various locations throughout the City.

The improvements include: 1) installing approximately 1,400 linear feet of box culvert in the median of J. Clyde Morris Boulevard; 2) improving the drainage system for over 2,000 linear feet of Warwick Boulevard; 3) rehabilitating and improving a portion of the drainage system on Huxley Place; and 4) renovation of Stormwater Pump Station #41 in the Brick Kiln Creek watershed.

The improvements will reduce stormwater flooding, correct known defects, and provide reliable stormwater management to project area residents.

The required budget for this effort is $4,963,000. Funding is available from the FY2020 Bond Authorization.

I recommend approval.

[Signature]
Cynthia D. Rohlfi

CDR: KKA:wjr

Attachment

cc: Everett P. Skipper, Director, Department of Engineering
Various Stormwater Projects - FY2020
RESOLUTION NO. ____________

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED TO STORMWATER IMPROVEMENTS PROJECT.

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

That it hereby appropriates funds from Bonds Authorized and Unissued to Stormwater Improvements Project, as follows:

Appropriation From:

Bonds Authorized and Unissued
4104-250-70-700N-579000-000000-2020-00000-N0000 $ 4,963,000.00

Appropriation To:

Stormwater Improvements Project
4104-250-70-700N-579420-000000-2020-00000-N1308 $ 4,963,000.00
I. Citizen Comments on Matters Germane to the Business of City Council

J. Old Business, New Business and Councilmember Comments

City Manager
City Attorney
City Clerk

Price
Scott
Vick
Woodbury
Cherry
Harris
Jenkins

K. Adjourn

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