AGENDA

NEWPORT NEWS CITY COUNCIL
REGULAR CITY COUNCIL MEETING

OCTOBER 22, 2019

City Council Chambers

7:00 p.m.

A. Call to Order

B. Invocation

• Reverend Amy Kirchmier, St. Andrew’s Episcopal Church

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

D. Presentations - None

E. Public Hearings


2. Resolution Authorizing Plan Amendment PLN-2019-0005, the Denbigh-Warwick Area Plan (The Plan), as an Amendment to the One City, One Future Comprehensive Plan 2040, for the City of Newport News, Virginia

F. Consent Agenda

1. Minutes of the Special Joint Meeting of Newport News Public Schools and City Council of September 10, 2019

2. Minutes of the Work Session of September 24, 2019

3. Minutes of the Special Meeting of September 24, 2019

4. Minutes of the Regular Meeting of September 24, 2019

5. Resolution Expressing Approval of the Hampton-Newport News Community Services Board (H-NNCSB) State Fiscal Year (SFY) 2019
G. Other City Council Actions

1. Resolution Authorizing the City Manager to Execute a Project Administration Agreement (PAA) By and Between the City of Newport News, Virginia and the Virginia Department of Transportation (VDOT) for the J. Clyde Morris Boulevard Paving Projects

2. Resolution Authorizing the City Manager to Execute a Project Administration Agreement (PAA) By and Between the City of Newport News, Virginia (City) and the Virginia Department of Transportation (VDOT) for Citywide Flashing Yellow Arrow Upgrades

3. Resolution Authorizing the City Manager to Execute a Project Administration Agreement (PAA) By and Between the City of Newport News, Virginia (City) and the Virginia Department of Transportation (VDOT) for Jefferson Avenue and Pavilion Place Traffic Signal

4. Resolution Authorizing the City Manager to Execute a Project Administration Agreement (PAA) By and Between the City of Newport News, Virginia (City) and the Virginia Department of Transportation (VDOT) for Rock Landing Drive and Omni Boulevard Traffic Signal

5. Resolution Authorizing and Directing the City Manager to Execute Lease Agreement Addendum No. 5, By and Between the City of Newport News, Virginia (City) and the Newport News Economic Development Authority (EDA) for the Department of Human Services (DHS) Space in Rouse Tower

6. Resolution Authorizing and Directing the City Manager to Execute Lease Agreement Amendment No. 3 By and Between the City of Newport News, Virginia (City) and the Hampton Roads Sanitation District (HRSD) for the Lackey Interceptor Force Main to Attest Payments have been Satisfied

7. Motion Designating City Council’s Voting Delegates and Alternate Delegate to the National League of Cities (NLC)

H. Appropriations

1. Department of Development – Southeast Community Redevelopment Initiatives – $500,000


3. Newport News Police Department (NNPD) – FY 2020 Bond Authorization, Equipment Category: Upgrade of the 911 Computer Assisted Dispatch (CAD) System, the Police Records Management System (RMS), and the Sheriff’s Jail Management System (JMS) – $1,800,000
4. Department of Parks, Recreation, & Tourism – FY 2020 Bond Authorization: Improvement Projects – $2,603,300
6. Department of Engineering – Citywide Sanitary Sewer Rehabilitation Program – $8,039,000
7. Newport News Public Schools (NNPS) - General Obligation Bond Fund: HVAC Replacements for Woodside High School ($7,380,323) and Deer Park Elementary School ($2,619,677) - $10,000,000
8. Department of Engineering – FY 2020 Capital Improvement Plan Streets and Bridges Category: Grant Funded Projects ($13,782,508)

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

J. *New Business and Councilmember Comments

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

K. Adjourn

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

B. Invocation – Reverend Amy Kirchmier, St. Andrew’s Episcopal Church

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

D. Presentations
E. Public Hearings


**ACTION:** A REQUEST TO ADOPT AN ORDINANCE GRANTING CONDITIONAL USE PERMIT NO. CU-2019-0007, TO CHARLES E. FALK AND KATHRYN L. FALK, FOR THE OPERATION OF AN AUTOMOBILE BODY AND PAINT SHOP AT 11602 AND 11604 JEFFERSON AVENUE AND ZONED C2 GENERAL COMMERCIAL.

**BACKGROUND:**
- The proposed automobile body and paint shop will be newly constructed on a site that has had automotive uses since being developed.
- The new building and site will meet all current city codes and greatly enhance the visual appearance of the property.
- The request is consistent with the *One City, One Future Comprehensive Plan 2040* land use map.
- On October 2, 2019 the City Planning Commission voted unanimously 9:0 to recommend approval of the request with conditions.

**Vote on Roll Call**

**For:** Maxwell, 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 CU-2019-0007 Charles & Kathryn Falk 10.16.19  
Staff Report and CPC Minutes  
Granting CU-2019-0007 (FALK Charles & Kathryn)
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

October 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Conditional Use Permit No. CU-2019-0007, Charles E. & Kathryn L. Falk

Charles E. & Kathryn L. Falk request a conditional use permit for the construction and operation of an automobile body and paint shop at 11602 and 11604 Jefferson Avenue. The properties contain a total of 1.07 acres and are zoned C2 General Commercial.

The properties, although currently vacant, have been utilized for automotive uses since their development in the early 1990’s. The two existing buildings and all site infrastructure and pavement will be removed to accommodate construction of a new building with site improvements that meet current city requirements.

The proposed use is consistent with the One City, One Future Comprehensive Plan 2040 land use designation and will re-activate the site, while greatly improving the visual appearance of the property.

On October 2, 2019, the City Planning Commission voted unanimously 9:0 to recommend approval of the request to City Council with conditions.

I recommend approval.

[Signature]

Cynthia D. Rohlf

CDR:SWM:sgd

cc: Sheila W. McAllister, Director, Department of Planning
CONDITIONAL USE PERMIT APPLICATION NO. CU-2019-0007
CHARLES E. FALK & KATHRYN L. FALK

APPLICANT/OWNER  Charles E. Falk & Kathryn L. Falk

LOCATION  11602 and 11604 Jefferson Avenue

PRESENT USE  Vacant auto sales lot and abandoned self-serve car wash

ZONING  C2 General Commercial (Appendix A-1)

ONE CITY ONE FUTURE  Community Commercial (Appendix A-2)

ACREAGE  0.56 and 0.51 acre (1.07 acres total)

REQUEST  Conditional use permit for the operation of an automobile body & paint shop

FACTS

North  David’s Tire on property zoned C2 General Commercial

South  Premier Auto Sales and Pequeno apartments on property zoned C2 General Commercial

East  David’s Towing Service on property zoned C2 General Commercial

West  Deer Park Elementary School on property zoned P1Park

Zoning History  The properties have been zoned C2 General Commercial since the citywide comprehensive rezoning became effective on August 1, 1997.

Regulatory Review  An automobile body and repair shop is permitted in the C2 General Commercial district with the approval of a conditional use permit.

The proposed automobile body and paint shop will occupy a new 13,110 square-foot building. The parking requirement for a service shop is 1 space per 500 square feet of total floor area, which equates to 27 total spaces. The site plan indicates 27 outdoor and 16 indoor spaces. (See Appendix A-5 & A-6.)
A 20-foot wide landscaped transitional buffer area is required along Jefferson Avenue, and a 10-foot wide landscape strip is required along Robinson Drive. Submittal and approval of a class 1 site plan will be required to address stormwater management, lighting, landscaping and green area and all other site plan requirements. A new 8-foot high monument sign is proposed to be installed facing Jefferson Avenue.

The departments of Codes Compliance, Public Works, Waterworks, Fire, Police, Parks, Recreation and Tourism and Development have no objection to the request. The Engineering Department has indicated that on-site and off-site drainage currently managed within the existing drainage easement must be properly accommodated and that a Traffic Impact Statement will be required during the site plan submittal.

**Comprehensive Plan Review**

The adopted *One City, One Future Comprehensive Plan 2040* land use map identifies community commercial uses for the parcel. (See Appendix A-2.) The automobile body and paint shop use is compatible with this designation.

**ANALYSIS**

The property has been utilized as a car wash and used automotive sales since 1993 however, it is currently vacant. The two existing buildings and all site infrastructure and pavement will be removed to accommodate construction of a new building with site improvements that meet current city requirements. The new building will be situated on the property so the bay doors are not facing the Jefferson Avenue right-of-way. Two of the three existing driveway entrances will be removed along Jefferson Avenue reducing the number of curb cuts and allowing for the installation of a new sidewalk.

Landscaping will be installed within the 20 foot transitional buffer area along Jefferson Avenue and a 10 foot landscape strip will be installed along Robinson Drive. Site lighting will be designed so as not to adversely affect neighboring properties and the public right-of-way. The proposed monument sign will be 8 feet in height, no more than 50 square feet in size, internally illuminated, and subject to review and approval of the Director of Planning.

The outdoor storage area behind the building will be screened with appropriate fencing to be approved by the Director of Planning. The “Proposed Layout Plan” (Appendix A-5) indicates 27 on-site parking spaces will be provided, with an additional 16 repair bay spaces within the building meeting the required parking. The business plan (Appendix A-10) indicates only weekday hours of operation with a total of 10 employees and up to 5 customers on-site at any given time. Customers generally drop off their vehicles for servicing and pick them up upon completion of repairs.

The property is located along a busy commercial corridor with Deer Park Elementary School and Deer Park located across the street to the west. It is
also located at the corner of an entrance to a residential neighborhood to the east. Whenever possible, it is our intent to limit incompatible uses and reduce clutter at the entrances of neighborhoods, especially intense automotive uses. However, this site has contained automobile uses since its inception. The proposed use attempts to consider its location by minimizing the uses impact through the appearance and location of the proposed building.

Despite the location, the property directly abuts automobile uses on three sides. Therefore, with the reduction of curb cuts, the addition of landscaping along the two rights-of-way, the consolidation of parcels with the removal of two existing vacant structures and the construction of a new building provide an opportunity to improve the appearance of the Jefferson Avenue corridor.

CONCLUSION

The proposed use of an automobile repair and body shop is consistent with the One City, One Future Comprehensive Plan 2040 land use designation and will re-activate the site and greatly improve the visual appearance of the property. As conditioned, the proposed automobile repair and body shop use will not negatively impact the surrounding properties.

STAFF RECOMMENDATION

Recommend approval of conditional use permit CU-2019-0007 to allow for the operation of an automobile repair & body shop at 11602 and 11604 Jefferson, with the following conditions:

1. A class 1 site plan shall be submitted to and reviewed by the Site Plan Review Committee and approved by the Director of Planning. This site plan shall be in general conformance with the plan entitled “Proposed Layout for Performance Collision Center” prepared by Site Improvement Associates, Inc. dated August 1, 2019 and found in Appendix A-5. The class 1 site plan shall conform to this conditional use permit, the city’s site regulations and the zoning ordinance.

2. A landscape plan which is in conformance with the requirements of the zoning ordinance and site regulations shall be submitted to and approved by the Director of Planning. This landscape plan shall be in general conformance to the conceptual plan prepared by Site Improvement Associates, Inc. dated August 1, 2019 and found in Appendix A-5. All landscaping shall be installed in accordance with the approved plan and shall be maintained in a healthy condition in perpetuity. The use approved by this permit shall not commence until the landscaping has been installed.

3. The outdoor storage area shall be limited to the rear of the property as indicated on the “Proposed Layout for Performance Collision Center” prepared by Site Improvement Associates, Inc. dated August 1, 2019 and
found in Appendix A-5 and screened with a 6'-0" high opaque fence, subject to the review and approval by the Director of Planning prior to the issuance of a fence permit by the Department of Codes Compliance.

4. There shall be no outdoor storage of inoperable vehicles, or parts thereof.

5. The applicant shall submit to the Department of Planning building elevations and exterior building materials consistent with the elevation drawings prepared by Finley Design, dated August 18, 2019 and found in Appendix A-7, to be reviewed and approved by the Director of Planning prior to the issuance of a building permit.

6. All existing freestanding signs will be removed and only one freestanding sign shall be permitted on the property. The sign shall be a monument sign in accordance with the details in Appendix A-8 and shall be no taller than 8 feet measured from the curb to the highest point of the sign area structure. The sign shall be no more than 50 square feet. The sign placement, design and materials shall be reviewed and approved by the Director of Planning prior to the issuance of a sign permit.

7. Site lighting shall be shielded in a manner so as to direct lighting inward to the property and prevent glare onto adjacent properties and public rights-of-way.

8. The applicant shall cause a plan ("the Plan") to be prepared for the installation and operation of digital video equipment (the "Equipment") with recording devices and capability sufficient to include date and time that recording is made. The Equipment shall provide surveillance coverage encompassing both the front, side and rear exteriors of the business. The Plan shall be submitted for review and approval by the Police Department. The Plan shall include an operational period for the Equipment, which shall include all operating hours of the business and one hour or more after the close of business. Once the Plan is approved, the applicant shall install the Equipment in accord with the provisions of the Plan; and operate, record, and maintain the Equipment to provide for the required surveillance coverage. The Equipment and recordings made thereby shall be subject to periodic inspection by the Police Department at reasonable times. Commencement of the use authorized by this conditional use permit shall constitute acceptance of the conditions of this permit, including consent for such inspections. Surveillance tapes or recorded data must be maintained in a condition permitting review of the information recorded or stored therein or thereon for a period of time no less than thirty days.

9. If approved, the ordinance approving this conditional use permit shall be prominently displayed within the establishment at all times until the use is abandoned.
10. The applicant, as well as successors, assigns, and agents, shall comply with all codes, ordinances and regulations of federal, state and local government.

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

12. A Certificate of Use and Occupancy shall be obtained prior to the occupancy of, or the operation of, any use of the Property. If applicable, the use approved by this conditional use permit shall not begin until a site plan is approved and fully implemented. If applicable, any landscaping component of the site plan shall be maintained in a healthy condition for the duration of the use authorized by this permit.

13. Violation of any of the above conditions and safeguards attached thereto shall be deemed a violation of the zoning ordinance, and, in addition, shall serve as grounds for revocation of the conditional use permit by the City Council.

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

15. Notwithstanding any other provision of law, this conditional use permit is being approved due, in part, to the mitigating effects of each and every condition contained herein; as such, in the event of an amendment to the zoning of the property is produced by a comprehensive implementation of a new or substantially revised zoning ordinance, the conditions imposed by the conditional use permit shall continue in effect.
On October 2, 2019, City Planning Commission voted unanimously (9:0) to recommend approval of conditional use permit CU-2019-0007 to allow for the operation of an automobile repair & body shop at 11602 and 11604 Jefferson, with the following conditions:

1. A class 1 site plan shall be submitted to and reviewed by the Site Plan Review Committee and approved by the Director of Planning. This site plan shall be in general conformance with the plan entitled "Proposed Layout for Performance Collision Center" prepared by Site Improvement Associates, Inc. dated August 1, 2019 and found in Appendix A-5. The class 1 site plan shall conform to this conditional use permit, the city's site regulations and the zoning ordinance.

2. A landscape plan which is in conformance with the requirements of the zoning ordinance and site regulations shall be submitted to and approved by the Director of Planning. This landscape plan shall be in general conformance to the conceptual plan prepared by Site Improvement Associates, Inc. dated August 1, 2019 and found in Appendix A-5. All landscaping shall be installed in accordance with the approved plan and shall be maintained in a healthy condition in perpetuity. The use approved by this permit shall not commence until the landscaping has been installed.

3. The outdoor storage area shall be limited to the rear of the property as indicated on the "Proposed Layout for Performance Collision Center" prepared by Site Improvement Associates, Inc. dated August 1, 2019 and found in Appendix A-5 and screened with a 6'-0" high opaque fence, subject to the review and approval by the Director of Planning prior to the issuance of a fence permit by the Department of Codes Compliance.

4. There shall be no outdoor storage of inoperable vehicles, or parts thereof.

5. The applicant shall submit to the Department of Planning building elevations and exterior building materials consistent with the elevation drawings prepared by Finley Design, dated August 18, 2019 and found in Appendix A-7, to be reviewed and approved by the Director of Planning prior to the issuance of a building permit.

6. All existing freestanding signs will be removed and only one freestanding sign shall be permitted on the property. The sign shall be a monument sign in accordance with the details in Appendix A-8 and shall be no taller than 8 feet measured from the curb to the highest point of the sign area structure. The sign shall be no more than 50 square feet. The sign placement, design and materials shall be reviewed and approved by the Director of Planning prior to the issuance of a sign...
permit.

7. Site lighting shall be shielded in a manner so as to direct lighting inward to the property and prevent glare onto adjacent properties and public rights-of-way.

8. The applicant shall cause a plan ("the Plan") to be prepared for the installation and operation of digital video equipment (the "Equipment") with recording devices and capability sufficient to include date and time that recording is made. The Equipment shall provide surveillance coverage encompassing both the front, side and rear exteriors of the business. The Plan shall be submitted for review and approval by the Police Department. The Plan shall include an operational period for the Equipment, which shall include all operating hours of the business and one hour or more after the close of business. Once the Plan is approved, the applicant shall install the Equipment in accord with the provisions of the Plan; and operate, record, and maintain the Equipment to provide for the required surveillance coverage. The Equipment and recordings made thereby shall be subject to periodic inspection by the Police Department at reasonable times. Commencement of the use authorized by this conditional use permit shall constitute acceptance of the conditions of this permit, including consent for such inspections. Surveillance tapes or recorded data must be maintained in a condition permitting review of the information recorded or stored therein or thereon for a period of time no less than thirty days.

9. If approved, the ordinance approving this conditional use permit shall be prominently displayed within the establishment at all times until the use is abandoned.

10. The applicant, as well as successors, assigns, and agents, shall comply with all codes, ordinances and regulations of federal, state and local government.

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

12. A Certificate of Use and Occupancy shall be obtained prior to the occupancy of, or the operation of, any use of the Property. If applicable, the use approved by this conditional use permit shall not begin until a site plan is approved and fully implemented. If applicable, any landscaping component of the site plan shall be maintained in a healthy condition for the duration of the use authorized by this permit.
13. Violation of any of the above conditions and safeguards attached thereto shall be deemed a violation of the zoning ordinance, and, in addition, shall serve as grounds for revocation of the conditional use permit by the City Council.

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

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

A-1 ZONING MAP
A-2 ONE CITY, ONE FUTURE LAND USE MAP
A-3 AERIAL MAP
A-4 EXISTING CONDITIONS / DEMOLITION PLAN
A-5 PROPOSED LAYOUT PLAN
A-6 BUILDING LAYOUT
A-7 BUILDING ELEVATIONS
A-8 FENCE ENCLOSURE DETAIL
A-9 MONUMENT SIGN DETAILS
A-10 BUSINESS PLAN
A-11 EXCERPTS FROM THE CITY PLANNING COMMISSION MINUTES OF OCTOBER 2, 2019
FENCE ENCLOSURE DETAIL

6'-0"
double faced, internally illuminated cabinet sign with aluminum reveal and polecover overall height 96" above grade.
Business Plan

Owners:
Mike Sifen
Barry Sifen
Brent LeHew
Don Smith

Statement of Purpose:
This business plan was created for the purpose of opening a collision center that will be located at 11602 & 11604 Jefferson Ave. The intent is to hire a staff that will promote our brand and exceed quality standards in the collision repair industry.

Our Services:
Performance Collision Centers will offer customers quality collision repair to all makes and models of vehicles in a timely manner, exceeding industry standards. The hours of operation will be 7am to 6pm Monday to Friday. There will be a total of 10 employees on site at any given time. The most customers on site at any time would be 5 or less.

Our Vision Statement:
Performance Collision Centers will bring a quality collision repair facility to the City of Newport News. We intend on being recognized as one of the best collision repair facilities in the Hampton Roads region.
Our Mission Statement:

The purpose of Performance Collision Centers is to provide Newport News area with a welcoming collision repair center that will exceed customers expectations. Our company will process customers insurance claims from start to finish to minimize stress to the customer.

Our Business Structure:

The owners of Performance Collision Centers will oversee the store and build a respectful, driven staff that will cater to our customer's needs.

Marketing and Sales Strategy:

Performance Collision Centers partners with multiple insurance companies that are currently in our other stores. This ensures an immediate revenue stream as well as bringing unity to the customer, insurance company and collision center by providing a partnership with the intent to provide exceptional customer service.
EXCERPTS FROM PLANNING COMMISSION MINUTES

October 2, 2019

CU-2019-0007, CHARLES E. FALK & KATHRYN L. FALK  Request a conditional use permit to operate an automobile body & paint shop located at 11602 and 11604 Jefferson Avenue. The parcels contain 1.07 acres and are zoned C2 General Commercial. The One City, One Future Comprehensive Plan 2040 recommends community commercial uses for these parcels. The Parcel Numbers are 213.00.06.25 and 213.00.06.24.

Saul Gleiser, Senior Planner, presented the staff report (copy attached to record minutes).

Mr. Mulvaney asked if the city will require a Traffic Impact Study (TIS). Mr. Gleiser stated yes. Mr. Mulvaney asked if the TIS has been completed. Mr. Gleiser stated no. Mr. Mulvaney asked if we recommend approval of the conditional use permit and the TIS is completed in a negative light, will City Council still approve the permit. Mr. Gleiser stated the Department of Engineering will request the TIS improvements at the time of site plan submission. He stated that in this case the traffic generated will be much less than what the current use generates therefore, the TIS would be a paragraph on the site plan.

Ms. Fox asked if there is any reason the Department of Engineering would require a TIS. Ms. Chioros stated it is a standard procedure of site plan review.

Ms. Willis asked if there will be video cameras installed. Ms. Chioros stated yes, it is Condition No. 8 in the report and is a standard condition.

Mr. Carpenter asked if the property owner is selling the property to the contract owner, will the contract owner be the operator. Mr. Gleiser stated yes.

Mr. Simmons opened the public hearing.

Mr. Sam Baraki, 800 Jennifer Crescent, Chesapeake, Engineer for the Applicant, stated the traffic generated by the proposed use will be less than the current traffic on-site. He stated he is available for questions.

Mr. Simmons closed the public hearing.

Ms. Fox made a motion to recommend approval of conditional use permit CU-2019-0007 to City Council with conditions. The motion was seconded by Mr. Groce.

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

The Planning Commission voted unanimously (9:0) to recommend approval of conditional use permit CU-2019-0007 to City Council with conditions.
ORDINANCE NO. ________

AN ORDINANCE GRANTING CONDITIONAL USE PERMIT NUMBER CU-2019-0007 FOR THE HEREINAFTER DESCRIBED PROPERTY FOR THE PURPOSE OF ALLOWING THE OPERATION OF AN AUTOMOBILE BODY AND PAINT SHOP ON A SITE ZONED C2 GENERAL COMMERCIAL.

WHEREAS, application number CU-2019-0007 has been made by CHARLES E. FALK, SR. and KATHRYN L. FALK, Owners and Applicants, for a conditional use permit for the hereinafter described property for the purpose of allowing the operation of an automobile body and paint shop on a site zoned C2 General Commercial; and

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

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

(a) That conditional use permit number CU-2019-0007 is hereby granted for the property described in paragraph (b) hereof for the purpose of allowing the operation of an automobile body and paint shop on a site zoned C2 General Commercial; and

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

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being in the City of Newport News, Virginia, and know, numbered and designated as Lots 1 and 2, as shown on that certain plat entitled, "RESUBDIVISION OF PART OF THE ROBINSON TRACT, CITY OF NEWPORT NEWS, VIRGINIA," made by Morecock & Ruth, Inc., Land Surveyors & Land Planners, dated November 8, 1985, which said plat is duly recorded in the Clerk’s Office of the Circuit Court of the City of Newport News, Virginia, in Plat Book 16, page 63, to which reference is here made for a more accurate description.

LESS AND EXCEPT that property conveyed to the Commonwealth of Virginia by Certificate of Take recorded in Deed Book 1173, page 2137, and order recorded in Deed Book 1221, page 1739.
The Property has a common street address of 11602 and 11604 Jefferson Avenue and is assigned Real Estate Assessor’s Tax I.D.# 213.00-06-25 and 213.00-06-24 respectively.

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

1. A class 1 site plan shall be submitted to and reviewed by the Site Plan Review Committee and approved by the Director of Planning. This site plan shall be in general conformance with the plan entitled “Proposed Layout for Performance Collision Center” prepared by Site Improvement Associates, Inc. dated August 1, 2019 and found in Appendix A-5, which is attached hereto and made a part hereof. The class 1 site plan shall conform to this conditional use permit, the city’s site regulations and the zoning ordinance.

2. A landscape plan which is in conformance with the requirements of the zoning ordinance and site regulations shall be submitted to and approved by the Director of Planning. This landscape plan shall be in general conformance to the conceptual plan prepared by Site Improvement Associates, Inc. dated August 1, 2019 and found in Appendix A-5. All landscaping shall be installed in accordance with the approved plan and shall be maintained in a healthy condition in perpetuity. The use approved by this permit shall not commence until the landscaping has been installed.

3. The outdoor storage area shall be limited to the rear of the property as indicated on the “Proposed Layout for Performance Collision Center” prepared by Site Improvement Associates, Inc. dated August 1, 2019 and found in Appendix A-5 and screened with a 6'-0" high decorative fence, subject to review and approval by the Director of Planning prior to the issuance of a fence permit by the Department of Codes Compliance.

4. There shall be no outdoor storage of inoperable vehicles or parts thereof.

5. The applicant shall submit to the Department of Planning building elevations and exterior building materials consistent with the elevation drawings prepared by Finley Design, dated August 18, 2019 and found in Appendix A-7, which is attached hereto and made a part hereof, to be reviewed and approved by the Director of Planning prior to the issuance of a building permit.

6. All existing freestanding signs shall be removed and only one freestanding sign will be permitted on the property. The proposed monument sign shall be in accordance with the details in Appendix A-9, which is attached hereto and made a part hereof, and shall be no taller than 8 feet measured from the curb to the highest point of the sign area structure. The sign shall be no
more than 50 square feet. The sign placement, design and materials shall be reviewed and approved by the Director of Planning prior to the issuance of a sign permit.

7. Site lighting shall be shielded in a manner so as to direct lighting inward to the property and prevent glare onto adjacent properties and public rights-of-way.

8. The applicant shall cause a plan ("the Plan") to be prepared for the installation and operation of digital video equipment (the "Equipment") with recording devices and capability sufficient to include date and time the recording is made. The Equipment shall provide surveillance coverage encompassing the front, side and rear exteriors of the use permitted by this ordinance. The Plan shall be submitted for review and approval by the Police Department. The Plan shall include an operational period for the Equipment, which shall include all operating hours of the business and one hour or more after the close of business. Once the Plan is approved, the applicant shall install the Equipment in accord with the provisions of the Plan; and operate, record, and maintain the Equipment to provide for the required surveillance coverage. The Equipment and recordings made thereby shall be subject to periodic inspection by the Police Department at reasonable times. Commencement of the use authorized by this conditional use permit shall constitute acceptance of the conditions of this permit, including consent for such inspections. Surveillance tapes or recorded data must be maintained in a condition permitting review of the information recorded or stored therein or thereon for a period of time no less than thirty days.

9. If approved, the ordinance approving this conditional use permit shall be prominently displayed within the establishment at all times until the use is abandoned.

10. The applicant, as well as successors, assigns and agents, if any, shall comply with all of the conditions stated herein, as well as all codes, ordinances and regulations of federal, state and local governments.

11. The applicant, as well as successors, assigns, and agents, if any, shall obtain all necessary licenses, approvals, conditional approvals, and permits prior to commencing any use, which is authorized by this conditional use permit or law. Furthermore, the applicants, as well as successors, assigns, and agents shall maintain all necessary licenses, approvals, conditional approvals, and permits for the entire period of time during which the real property, whether improved or otherwise is put to a use which is authorized by this conditional use permit.
12. A Certificate of Use and Occupancy shall be obtained prior to the occupancy of, or the operation of, any use of the Property. If applicable, the use approved by this conditional use permit shall not begin until a site plan is approved and fully implemented. If applicable, any landscaping component of the site plan shall be maintained in a healthy condition for the duration of the use authorized by this permit.

13. Violation of any of the above conditions or safeguards attached thereto shall be deemed a violation of the Zoning Ordinance, and, in addition, and notwithstanding any other provision of law, shall serve as grounds for revocation of the conditional use permit by City Council.

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

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

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

1. If the construction of the improvements or occupancy authorized by this conditional use permit has not commenced within twenty-four (24) months of October 22, 2019, or,

2. In the event of the continuous nonuse of the property as herein permitted for a period of twelve (12) months.
double faced, internally illuminated cabinet sign with aluminum reveal and polecover overall height 96" above grade.
E. Public Hearings

2. Resolution Authorizing Plan Amendment PLN-2019-0005, the *Denbigh-Warwick Area Plan* (The Plan), as an Amendment to the *One City, One Future Comprehensive Plan 2040*, for the City of Newport News, Virginia

**ACTION:** A REQUEST TO APPROVE A RESOLUTION AUTHORIZING PLN-2019-0005, THE *DENBIGH-WARWICK AREA PLAN* (The Plan), AS AN AMENDMENT TO THE *ONE CITY, ONE FUTURE COMPREHENSIVE PLAN 2040*, FOR THE CITY OF NEWPORT NEWS, VIRGINIA.

**BACKGROUND:**
- The *Denbigh-Warwick Area Plan* provides a detailed study of the opportunity area as identified and recommended in the comprehensive plan.
- The Plan's boundaries are the CSX railroad to the east, Warwick River to the west, Oyster Point Road/Deep Creek to the south and Oakland Industrial Park to the north.
- The Plan identifies a vision for the area, identifies challenges, makes recommendations, and will serve as a guide for redevelopment within the Denbigh area.
- On October 2, 2019, the Planning Commission voted 7:1, with 1 abstention, to recommend adoption of the Denbigh-Warwick Area Plan to City Council.

**Vote on Roll Call**
- **For:** Fox, Mulvaney, Stodghill, Wittkamp, Maxwell, Simmons
- **Against:** Willis
- **Abstention:** Carpenter

- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
- Memo to HCC re PLN-2019-0005 Denbigh-Warwick Plan 10.16.19
- Staff Report and CPC Minutes
- CPC Resolution Approving PLN-2019-0005 DWAP
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

October 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Plan Amendment PLN-2019-0005, Denbigh-Warwick Area Plan

The Denbigh-Warwick Area Plan provides a detailed study of the opportunity area as identified and recommended in the One City, One Future Comprehensive Plan 2040. The Denbigh-Warwick Area Plan is the culmination of work with intense community engagement over the past fifteen months. During that time, several community activities were held seeking input. There were six (6) core team meetings, three (3) citizen advisory group meetings, several stakeholder interviews and focus group meetings with Oakland Industrial Park business owners, millennials, small business owners, youth at Denbigh High School, and the citizen advisory group. In addition, staff conducted a community survey receiving 549 responses.

From this input, the Denbigh-Warwick Area Plan was formulated. This Plan will serve as a guide for redevelopment within the Denbigh area. The Plan identifies a vision for the area that has been revitalized with defined gateways, rehabilitated buildings, landscaped streets, and various types of housing that attract residents looking for established neighborhoods that create a sense of place. The Plan discusses key challenges and issues facing the Denbigh-Warwick area and makes recommendations to encourage investment. It proposes recommendations to the land use map and implementation action steps for economic revitalization, placemaking, health and safety, connectivity, and natural systems.

On October 2, 2019, the City Planning Commission voted 7:1, with one (1) abstention, to recommend adoption of the Denbigh-Warwick Area Plan.

I recommend approval.

Cynthia D. Rohlf

CDR:SWM:ayh

Attachment

cc: Sheila W. McAllister, Director, Department of Planning
The *One City, One Future Comprehensive Plan 2040* provides the broad framework which guides land use, development, and redevelopment in the city. There are some areas of the city, however, that require additional analysis and more detailed direction. These areas are identified as "opportunity areas" in the comprehensive plan. The Denbigh Warwick area is considered one of several identified opportunity areas. The comprehensive plan recommends more detailed study of the area and this is what precipitated the development of the *Denbigh-Warwick Area Plan*. The *Plan* was developed with the input from residents, business owners, property owners, civic groups and other identified stakeholders from that particular area. The *Denbigh-Warwick Area Plan*, once adopted, will amend the *One City, One Future Comprehensive Plan 2040* for that area.

The boundaries of the *Denbigh-Warwick Area Plan* are the CSX railroad to the east, Warwick River to the west, Oyster Point Road/Deep Creek to the south and Oakland Industrial Park to the north (see page 21 of *The Plan*). The four publically-owned sites (Sherwood Shopping Center site, Kmart site, Grissom Library/Municipal Center site and Denbigh Community Center site) provide the impetus for redevelopment of the area. The *Plan* takes into account these four publically-owned sites and provides a deeper analysis of how they can transform the area.

Planning staff provided an overview and update of the *Denbigh-Warwick Area Plan* at a Planning Commission work session held on May 15, 2019. A more detailed presentation was provided by the city’s consultants, WRT, at a joint meeting with City Council, Planning Commission, Economic Development Authority and Industrial Development Authority on July 16, 2019. The *Plan* is the culmination of work over the past 15 months that included several public meetings with the Core Planning Team, Citizen Advisory Group and the community at large.
ANALYSIS

The Denbigh-Warwick Area Plan strives to create a more pedestrian-friendly community and higher quality of life for residents by re-shaping the pattern of development in strategic locations. Making this sort of transformation will likely require changes. The recommendations of the Plan are identified as “Big Moves” which include future land use, village centers and catalyst sites. The following analysis outlines the “Big Moves” of the Denbigh-Warwick Area Plan.

Future Land Use

Current land use patterns in the area are a result of both lower-density suburban growth patterns as well as Newport News’ geographic form and location. The long, narrow shape of the city, along with the CSX railroad that runs down the spine, results in a transportation network that relies on two major arterials extending from one end of the city to the other. These influenced patterns of land use include major commercial and industrial uses located along the primary corridors.

In the Denbigh-Warwick area, much of the land use is dominated by low density residential west of Warwick Boulevard. Commercial, Office, and other uses are centered along the spine of Warwick Boulevard, with a larger cluster around the intersection of Denbigh and Warwick Boulevards. Light and heavy industrial uses are concentrated in the north at Oakland Industrial Park. Large parks include Newport News Park and Stoney Run Athletic Complex, both of which are located east of Warwick Boulevard. The Warwick River separates the plan area from Fort Eustis to the northwest.

The Plan identifies future land use recommendations in five areas (Oakland Industrial Park area, north of Atkinson Way, Community Center area, Kmart/Sherwood area, and south sector). Even though several potential sites in each area were evaluated, not all sites are recommended for change. The following are the future land use recommendations by area and site.

Oakland Industrial Park Area (See pages 128-129 of The Plan)
This area is located at the intersection of Warwick and Fort Eustis Boulevards. The community commercial designation is being recommended because it more accurately reflects the pattern of development. This area contains the Mulberry Inn which is located across from the main gate of Fort Eustis.

<table>
<thead>
<tr>
<th>Site</th>
<th>Adopted One City, One Future Comprehensive 2040 Land Use</th>
<th>Proposed Future Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Neighborhood Commercial</td>
<td>Community Commercial</td>
</tr>
<tr>
<td>3</td>
<td>Neighborhood Commercial</td>
<td>Community Commercial</td>
</tr>
</tbody>
</table>
North of Atkinson Way (See pages 130-131 of The Plan)
This area begins just north of Industrial Park Drive and extends south along Warwick Boulevard to Atkinson Way. In general, all land use recommendations more accurately reflect the pattern of development in this section of the corridor. However, the area south of Woodhaven Drive is being recommended for low density residential to encourage the expansion of the existing single-family residential community.

<table>
<thead>
<tr>
<th>Site</th>
<th>Adopted One City, One Future Comprehensive 2040 Land Use</th>
<th>Proposed Future Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>Natural Area, Low Density Residential, Office</td>
<td>Medium Density Residential, Low Density Residential</td>
</tr>
<tr>
<td>1B</td>
<td>Office</td>
<td>Low Density Residential</td>
</tr>
<tr>
<td>2B</td>
<td>Utilities</td>
<td>Community Commercial</td>
</tr>
<tr>
<td>2C</td>
<td>Community Facilities</td>
<td>Community Commercial</td>
</tr>
<tr>
<td>6</td>
<td>Medium Density Residential</td>
<td>Low Density Residential</td>
</tr>
<tr>
<td>8</td>
<td>Neighborhood Commercial</td>
<td>Medium Density Residential</td>
</tr>
</tbody>
</table>

Community Center Area (See pages 132-133 of The Plan)
This area begins at Atkinson Way and extends south to Beechmont Drive. The publicly-owned property located between Mary Passage Middle School and Stoney Run Athletic Complex is being recommended for low density residential to provide the opportunity for higher end single-family housing in proximity to amenities such as parks and schools. The mobile home park south of the Denbigh Community Center is also being recommended for low density residential. The low density residential recommendation supports the Plan's recommendation to explore ways to maintain and enhance existing neighborhoods and to introduce a wider range of housing along the Warwick Boulevard corridor through redevelopment and infill.

<table>
<thead>
<tr>
<th>Site</th>
<th>Adopted One City, One Future Comprehensive 2040 Land Use</th>
<th>Proposed Future Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>Natural Area/Open Space</td>
<td>Neighborhood Commercial</td>
</tr>
<tr>
<td>1B</td>
<td>Office</td>
<td>Medium Density Residential, Low Density Residential</td>
</tr>
<tr>
<td>3</td>
<td>Community Facilities</td>
<td>Low Density Residential</td>
</tr>
<tr>
<td>4</td>
<td>Natural Area/Open Space, Community Commercial</td>
<td>Low Density Residential, Neighborhood Commercial</td>
</tr>
<tr>
<td>5</td>
<td>Natural Area/Open Space, Medium Density Residential</td>
<td>Low Density Residential</td>
</tr>
</tbody>
</table>
**Kmart/Sherwood Area** (See pages 134-135 of The Plan)
This area is located just north of Denbigh Boulevard and extends south to Tabbs Lane. Included in the area are the Kmart, existing Grissom Library/Municipal Center and Sherwood Shopping Center sites. The Kmart and Sherwood Shopping Center sites are recommended for mixed-use to reflect the village center concepts discussed later in this report. The churches adjacent to the existing Grissom Library/Municipal Center site are being recommended for low density residential which reflects the land use designation of the area. This recommendation does not hinder the church from operation because churches are permitted in residential areas. The remaining land use recommendations reflect the pattern of development within the area.

<table>
<thead>
<tr>
<th>Site</th>
<th>Adopted One City, One Future Comprehensive 2040 Land Use</th>
<th>Proposed Future Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Community Commercial</td>
<td>Mixed-Use</td>
</tr>
<tr>
<td>6</td>
<td>Community Commercial</td>
<td>Natural Area/Open Space</td>
</tr>
<tr>
<td>7A</td>
<td>Community Facilities</td>
<td>Low Density Residential</td>
</tr>
<tr>
<td>7C</td>
<td>Community Facilities</td>
<td>Low Density Residential</td>
</tr>
<tr>
<td>11</td>
<td>Community Commercial</td>
<td>Mixed-Use</td>
</tr>
<tr>
<td>12</td>
<td>High Density Residential</td>
<td>Medium Density Residential</td>
</tr>
<tr>
<td>13</td>
<td>Medium Density Residential</td>
<td>Low Density Residential</td>
</tr>
</tbody>
</table>

**South Sector** (See pages 136-137 of The Plan)
This area is located just north of Colony Road and extends south to Oyster Point Road. The sites located south of Menchville Road on Mennonite Lane are being recommended for low density residential to reflect the existing single-family dwellings. The urban residential designation accommodates the proposed development of the Mennonite expansion based on the land being gifted to the center. Additionally, the low density and urban residential designations maintain the residential character of this portion of Warwick Boulevard. The remaining land use recommendations in the area reflect the pattern of development.
<table>
<thead>
<tr>
<th>Site</th>
<th>Adopted One City, One Future Comprehensive 2040 Land Use</th>
<th>Proposed Future Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Medium Density Residential</td>
<td>Community Commercial, Low Density Residential</td>
</tr>
<tr>
<td>2</td>
<td>Medium Density Residential, Low Density Residential</td>
<td>Low Density Residential</td>
</tr>
<tr>
<td>5</td>
<td>Community Commercial</td>
<td>Neighborhood Commercial</td>
</tr>
<tr>
<td>6</td>
<td>Community Facilities</td>
<td>Medium Density Residential</td>
</tr>
<tr>
<td>9</td>
<td>Community Facilities, Low Density Residential</td>
<td>Low Density Residential</td>
</tr>
<tr>
<td>10</td>
<td>Community Facilities, Low Density Residential</td>
<td>Urban Residential</td>
</tr>
</tbody>
</table>

**Village Centers** (See page 126 of The Plan)
Another of the “Big Moves” identified in the Plan is to “establish a series of pedestrian-friendly, mixed-use village centers” along Warwick Boulevard so that the majority of neighborhoods are within a mile or less of a village center or activity hub. The goal is to establish at least one village center in each of the three sectors identified in the Plan. The Plan recommends the following six locations for potential village centers: Oakland Industrial Park, Shellabarger Drive, Denbigh Community Center, Kmart Site, Sherwood Site and Colony Road.

**Catalyst Sites**
Four publicly owned sites are identified in the Plan as catalyst sites. These sites have the ability to initiate transformational change. Based on evaluation and input received from the community, the recommended location for the new library is the Sherwood Shopping Center site, where it could become a civic hub (see pages 158-163 of The Plan). The Kmart site was determined to be well-suited to become a larger town center (see pages 144-151 of The Plan). The existing Grissom Library/Municipal Center site lacks visibility, easy access to public transportation, and is not well-suited to become a central gathering space. However, the site does offer many other opportunities for subsequent consideration and exploration by the community. The Denbigh Community Center is a tremendous community asset as pointed out by the community. It has the potential to accommodate additional recreational facilities and become a regional destination capable of hosting large-scale athletic tournaments.
CONCLUSION

The Denbigh-Warwick Area Plan sets a clear vision for the future and provides a roadmap that outlines the steps necessary to realize the plan’s vision. The Plan also serves as a framework to guide land use decisions in the future. Furthermore, the goals and strategies of the Plan are closely aligned with the vision and priorities of the city’s One City, One Future Comprehensive Plan 2040.

STAFF RECOMMENDATION

It is recommended that the City Planning Commission recommend to City Council adoption of Plan Amendment PLN-2019-0005, Denbigh-Warwick Area Plan.

CPC RECOMMENDATION

On October 4, 2019 City Planning Commission voted 7:1 with one abstention to recommend to City Council adoption of Plan Amendment PLN-2019-0005, Denbigh-Warwick Area Plan.
EXCERPTS FROM PLANNING COMMISSION MINUTES

October 2, 2019

DENBIGH-WARWICK AREA PLAN (PLN-2019-0005)

The Department of Planning in conjunction with consultants, WRT and with participation from the Core Team, Citizen Advisory Group and the community at large have developed a plan for the Denbigh-Warwick Area. The plan’s boundaries are CSX railroad to the east, Warwick River to the west, Oyster Point Road/Deep Creek to the south and Oakland Industrial Park to the north.

The draft Denbigh-Warwick Area Plan will serve as a guide for redevelopment within the plan area. The plan discusses key challenges and issues facing the Denbigh-Warwick area and makes recommendations to encourage reinvestment. The draft Denbigh-Warwick Area Plan proposes recommendations to the land use map and implementation action steps for economic development, placemaking, health and safety, connectivity and natural systems.

Angela Hopkins, Senior Planner gave a brief presentation of the Denbigh-Warwick Area Plan (copy attached to record minutes).

Mr. Simmons thanked Ms. Hopkins for her presentation.

Mr. Carpenter stated he owns a small property within the greater K-Mart development site and will abstain from the discussion and vote on the plan.

Ms. Willis stated section “Big Moves” is more descriptive than it needs to be. She stated she does not have a problem with the different sites and land uses, but she is concerned that we have taken information we have received from people and narrowed it down to a more defining plan than it should be at this time. Ms. Willis stated she feels the plan needs to be presented and discussed more before the city comes up with a final plan. She stated she went to almost all of the meetings and there were still concerns about putting all of the municipal buildings in one location. Ms. Willis stated it looks like we are putting all of the Capital Improvement Plan (CIP) funds in one location when the outside planners have described three locations (north, south and central) and six little villages along the way. She stated it bothers her because when it is time to move forward with the plan, people are going to look at it for guidance and that guidance is site specific, and puts more weight on the conceptual plans that have not been approved by the people living in the area. Ms. Willis stated she thinks the plan itself and the work that went into it is wonderful and they got a lot of input that is verbalized throughout but it bothers her how the details of how it should be developed are as specific as they are under “Big Moves.”

Ms. Stodghill stated the K-Mart site shows development of all of the outparcels and the adjacent parcels. She asked what happens if nobody comes forward and develops the outparcels and we end up with a piecemeal approach. Ms. McAllister stated we are
starting out with the property that the city owns, and when that starts to redevelop, you will have private investors. She stated other owners may not sell to that particular developer, but the entire intent is to create some synergy to ensure that someone would want to invest or reinvest in that particular area. Ms. McAllister stated it is not intended for everything to happen at one time.

Mr. Mulvaney asked what Ms. Willis thinks the plan should look like. Ms. Willis stated she thinks the overall plan is wonderful, but she would like to see some of the details taken out. She stated those details may come back later when people sit down to discuss what should be done, but, for instance, when you look at the Sherwood Plan, there was a discussion of mixed-use, but there was not a discussion of putting four-story buildings next to Warwick Boulevard. Ms. Willis stated she does not think everyone necessarily understands what mixed-use looks like. She stated the plan mentions there are 22 acres that the city owns, and with 650 residential units and 2 acres of green space that makes up a density of approximately 30 units per acre. Ms. Willis stated she does not recall that being discussed, and to see it in the plan makes it appear that it is already approved.

Ms. McAllister stated this is not a comprehensive plan, this is an area plan and it is more specific. She stated the plan shows concepts that could happen. Ms. McAllister stated mixed-use zoning allows 80 units per acre, and the mixed-use concept in the plan is a possibility of what could happen if the city wants to go in that direction. She stated nothing in this plan is written in stone. Ms. McAllister stated the plan is giving you ideas for these particular areas as they redevelop, especially since the city has so much land in the Denbigh area that could be used to jump-start redevelopment. She stated nothing in the plan is saying “this is what it has to be.” Ms. McAllister stated City Center was originally looking at much taller buildings than what is currently developed. She stated the likelihood is that what you see in the plan may not happen with the density and the number of units; however, the layout may develop that way, and it may be a little more dense because we are trying to get a mix of housing types and not just apartments. Ms. McAllister stated if an investor is looking for land area, we have it in Denbigh, and if they want to introduce something new, this plan shows the ability to do that.

Ms. Willis stated she still has a problem with the Sherwood site, where we are putting all of our eggs in one basket with the fire, police and municipal services and library in the plan, as if that is how it is going to be and what we want to implement. She stated that is on a short-range plan so it is something that could happen in the next 1-6 years. Ms. Stodghill asked if private development would be the driving factor. Ms. Willis stated the public property is available for private development. Ms. McAllister stated it is not available right now because Sherwood Shopping Center still has Ferguson Enterprises in it and they will be there until their lease is up. She stated we are trying to plan for the future and the possibility of what can happen.

Ms. Fox stated there are some specific numbers in the development program for K-Mart, which is Economic Development Authority owned land. She asked if the Sherwood development would be fostered by the city. Ms. McAllister stated it is all
public land and the city will guide whatever redevelopment happens, and this plan will be a guide for that redevelopment. Ms. Fox stated it is very specific when you look at the numbers. Ms. McAllister stated remember the plan is not zoning. Ms. Fox stated she likes the idea of city services at one site because it creates an economy of scale and allows people to go to one place. Ms. Willis stated at the meetings she attended, the Fire Department representative specifically said they do not want to move to Sherwood.

Ms. Hopkins stated the concepts show elements of things the site can hold, and whether Fire or Police actually go there can be determined later, but the concepts are designed to show us that the site has the capacity to accommodate these elements.

Mr. Wittkamp asked if there is anything binding to the plan as far as how it has been presented, and that it is a concept. Ms. McAllister stated yes, the only thing that is binding is the land use. She stated where we are recommending mixed-use, that is where we want to see. Ms. Stodghill asked if the municipal buildings would be considered a land use. Ms. McAllister stated the land use is mixed-use, which is how it is identified. She stated this is an area plan identifying the land uses throughout the plan area, and the concepts are based on things that we could do and what could happen. She stated the plan is based on all of the information that was gathered in the past year from the community and stakeholders.

Dr. Maxwell stated something he thinks everyone is confused about the difference between land use and the concepts shown. He stated that the concepts strategically help people to see what could go on there. Dr. Maxwell stated the land use covers the plethora of possibilities, but you have put something in writing or in a concept so people can visualize what those possibilities may be, but the concepts could still change as you go along. Dr. Maxwell stated there are infinite possibilities with mixed-use land development.

Ms. Spratley stated the land use is site specific. She stated you have a listing of various sites with different proposed land use designations that would amend their current land use designations, and then you can put anything on that site that meets the land use designation, although this plan is a guide of what Planning staff and the community is recommending, it is not binding.

Mr. Groce stated he had heard that the Sherwood Shopping Center was better for the municipal Fire and Police Departments because they would be in equal distance from Bland Boulevard and Denbigh Boulevard.

Mr. Simmons opened and closed the public hearing.

Mr. Mulvaney made a motion to recommend adoption of the Denbigh-Warwick Area Plan, PLN-2019-0005 to City Council. The motion was seconded by Ms. Fox.

Ms. Willis stated that because the "Big Moves" section is too detailed and more planning than was necessary, she will be voting against the plan.
Dr. Maxwell stated he agrees with Ms. Willis to the extent the plan is detailed, but he believes the concepts should be detailed and that we will still be looking at more possibilities.

Vote on Roll Call
For: Fox, Mulvaney, Stodghill, Wittkamp, Groce, Maxwell, Simmons
Against: Willis
Abstention: Carpenter

One City, One Future Comprehensive Plan 2040 identified Denbigh as a Planning Opportunity Area

Plan Boundary

The study area spans 7 miles along Warwick Boulevard running east to the CSX railroad, west to the Warwick River, south to Oyster Point Road/Deep Creek and north to Oakland Industrial Park

Plan Purpose

Define a long-term vision for Denbigh-Warwick that established an identity for the area, improves health and safety, enhances the quality of life, and stimulates economic investment activity along the Warwick Boulevard corridor.
COMMUNITY ENGAGEMENT

549 SURVEYS COLLECTED

4 PUBLIC MEETINGS

5 FOCUS GROUPS

1. OAKLAND INDUSTRIAL PARK
2. MILLENNIALS
3. SMALL BUSINESS OWNERS
4. YOUTH (AGE 16-18)
5. CITIZENS ADVISORY GROUP
PLAN STRUCTURE

5 PLAN THEMES

ECONOMIC REVITALIZATION

NATURAL SYSTEMS
OUR VISION

Denbigh-Warwick is a:

- Diverse and welcoming community
- Tree-lined neighborhoods
- Lively town center
- Series of village hubs
- An entrepreneurial vibe
- Blossoming food scene, arts and cultural events, parks and trails
BIG MOVES

CREATING A CATALYST FOR CHANGE

CONCEPTUAL REDEVELOPMENT PLAN FOR CORE AREA

SITE PLAN LEGEND

- Residential - Townhome
- Residential - Multi Family
- Future Residential
- Mixed Use Residential/Retail
- Commercial/Retail
- Commercial Office
- Civic/Municipal
- Existing Library
- Police
- Library
- Future Trail System
GATEWAYS & VILLAGE CENTERS

GATEWAYS
These are areas of arrival, marking major entrances and points of interest in Denbigh-Warwick.

1. ENTERPRISE DRIVE
2. FORT EUSTIS BLVD
3. ATKINSON WAY
4. DENBIGH BLVD
5. BLAND BLVD
6. OYSTER POINT RD

VILLAGE CENTERS
These are centralized character areas and locations of activity accessible to the community.

1. OAKLAND INDUSTRIAL PARK
2. SHELLABARGER DR
3. DENBIGH COMMUNITY CENTER
4. KMART SITE
5. SHERWOOD SITE
6. COLONY RD
Creating a Town Center

Development Program:
- 650+ Residential Units
- 90,000 ft² Retail Space
- 2 Acres Green Space

*EDA-Owned Land Only

Conceptual Site Plan:
- Residential - Townhome
- Residential - Multi Family
- Mixed Use Residential/Retail
- Commercial/Retail
- Commercial Office

Future Trail System
CREATING AN ACTIVITY CENTER AND PLACE FOR GATHERING

A town green serves a number of functions and provides a wide variety of amenities that can be enjoyed by everyone in a community. These spaces are designed to serve as a central gathering space where casual interactions may occur and friendships nurtured.

Here are just a few of the many benefits:

- Health
- Environmental
- Social
- Placemaking
- Fiscal
THE TOWN CENTER WILL BE THE PLACE TO BE! IT WILL CREATE THAT SPECIAL "THIRD PLACE" WHERE FRIENDS GATHER FOR A CUP OF COFFEE OR A DRINK AFTER WORK, OR BUMP INTO ONE ANOTHER AT A WEEKLY FARMER'S MARKET OR YOGA ON THE GREEN.
CREATING A CIVIC HUB

VISION
The vision is to transform the site into a pedestrian-friendly "civic hub" where the Grissom Library becomes a beacon, greeting neighbors, friends, and visitors to the community day and night. The iconic library building will become a highly recognizable feature of the community and become synonymous with its identity. Stately municipal buildings will create a welcoming new front door to Denbigh-Warwick.
CREATING AN ACCESSIBLE CIVIC SPACE

The buildings will overlook an intimate green space, framing views of Lucas Creek. Outdoor spaces will offer informal gathering places and enable library programming to spill outside.

The Sherwood Site will be easily accessible by bus, bike, car and foot from surrounding neighborhoods to reach a wider audience. The area plan also calls for improvements to be made to Old Courthouse Way, integrating safe sidewalks and a bike trail.

THE ICONIC LIBRARY BUILDING WILL STAND PROUDLY AT THE ENTRANCE TO THE FORMER SHERWOOD SITE AS A TIMELESS ANCHOR, ENRICHING THE LIVES AND MINDS OF ALL WHO VISIT.
CONCLUSION

- Denbigh-Warwick Area Plan:
  - Sets a clear vision for the future
  - Provides a roadmap to vision
  - Serves as a framework to guide land use decisions
  - Closely aligns with the One City, One Future Comprehensive Plan 2040
It is recommended that the City Planning Commission recommend to City Council adoption of Plan Amendment PLN-2019-0005, Denbigh-Warwick Area Plan
A RESOLUTION RECOMMENDING ADOPTION OF THE DENBIGH-WARWICK AREA PLAN AS AN AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN.

WHEREAS, the Council of the City of Newport News, Virginia has adopted the “One City, One Future 2040” to provide a general guide for planning and development of the City; and

WHEREAS, the “One City, One Future 2040” recommends the preparation of area and neighborhood plans to ensure that communities are developed or redeveloped in a high quality manner, that includes a mix of uses and that their natural and historic features are preserved and enhanced; and

WHEREAS, the “One City, One Future 2040” identified the Denbigh Area as a Planning Opportunity Area that requires special planning consideration that will be captured in area plans; and

WHEREAS, the Denbigh-Warwick Area Plan (the Plan) will guide the direction for revitalization and preservation that is environmentally, socially and economically sustainable. The Plan discusses key challenges and issues facing the area and encourages reinvestment through recommendations to the land use map and implementation action steps for economic development, placemaking, health and safety, connectivity and natural systems.

WHEREAS, the Plan furthers the City’s goal of creating a city of distinct, safe, quality neighborhoods which preserve and enhance the natural and historic diversity of Newport News; and

WHEREAS, the Plan advances the recommendations of the “One City, One Future 2040”; and

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

1. That it finds the Denbigh-Warwick Area Plan furthers the goals, policies and strategies in the “One City, One Future 2040”.

2. That it hereby recommends the adoption by City Council of the Denbigh-Warwick Area Plan as an amendment to the City’s comprehensive plan, a copy of which is attached hereto.

PASSED BY THE CITY PLANNING COMMISSION OF NEWPORT NEWS ON OCTOBER 2, 2019.

[Signature]
Daniel L. Simmons, Jr., Planning Commission Chairman

[Signature]
Sheila W. McAllister, AICP, Executive Secretary
RESOLUTION NO. __________________

A RESOLUTION APPROVING PLN-2019-0005, WHICH ADOPTS THE DENBIGH-WARWICK AREA PLAN AS 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 Plan recommends the preparation of area and neighborhood plans to ensure that communities are developed or redeveloped in a high quality manner, that includes a mix of uses and that their natural and historic features are preserved and enhanced; and

WHEREAS, the Plan identified the Denbigh Area as a Planning Opportunity Area requiring special planning consideration that should be captured in an area plan; and

WHEREAS, a Core Planning Team, the Citizen Advisory Group, and the community at large worked together to create a vision concerning the physical development and services to be provided in the Denbigh-Warwick area, and that vision is comprised in the Denbigh-Warwick Area Plan; and

WHEREAS, the Denbigh-Warwick Area Plan will guide the direction for revitalization and preservation that is environmentally, socially and economically sustainable. The Denbigh-Warwick Area Plan discusses key challenges and issues facing the area and encourages reinvestment through recommendations to the land use map and implementation action steps for economic development, placemaking, health and safety, connectivity and natural systems; and

WHEREAS, the Denbigh-Warwick Area Plan furthers the City’s goal of creating a city of distinct, safe, quality neighborhoods which preserve and enhance the natural and historic diversity of Newport News; and

WHEREAS, the Denbigh-Warwick Area Plan advances the recommendations of the One City, One Future 2040 Comprehensive Plan; 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 October 2, 2019; and

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 Denbigh-Warwick Area Plan as an amendment to the City’s comprehensive plan, identified as PLN-2019-0005, a copy of which is
attached hereto and shown in Exhibit A-1 which is made a part hereof.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take such action as shall be required to cause PLN-2019-0005 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-2019-0005, if any.
F. Consent Agenda

1. Minutes of the Special Joint Meeting of Newport News Public Schools and City Council of September 10, 2019

ACTION:  ● N/A

BACKGROUND:  ● N/A

FISCAL IMPACT:  ● N/A

ATTACHMENTS:
Description
Minutes of Special Joint Meeting of NNPS and City Council for September 10, 2019
MINUTES OF SPECIAL JOINT MEETING
OF THE NEWPORT NEWS CITY COUNCIL
AND THE NEWPORT NEWS SCHOOL BOARD
HELD IN THE BANQUET ROOM
DOWNING-GROSS CULTURAL ARTS CENTER
2410 WICKHAM AVENUE
September 10, 2019
4:30 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..............................................................................................................7

ABSENT:  None..........................................................................................................................0

SCHOOL BOARD MEMBERS PRESENT: John Eley; Marvin L. Harris; Gary B. Hunter; Shelly Simonds; and Lisa Surles-Law..................................................5

OTHERS PRESENT: Dr. George Parker, III; Cynthia Rohlf; Collins Owens; Mabel Washington Jenkins; Ralph Clayton; Alan Archer; David Freeman; Lynn Spratley; Leonard Wallin; Mary Lou Rouseau; Tiffany Moore-Buffaloe; Brian Nichols; Lisa Cipriano; Cory Cloud; Constantinos Velissarios; Maria Abilar; Keith Ferguson; Keith Webb; Venerria Thomas; Elaine Johnson; Darlene Bradberry; Rashard Wright; Tracy Brooks; Catina Bullard-Clark; Patrick Finneran; John McMillan; Billie Hart; Stephanie Hautz; Michelle Price; Angela Rhett; Nancy Sweat; Joseph Ellis; Felicia Barnett; Florence Kingston; Matthew Johnson; Eoghan Miller; Chief Steve Drew; Assistant Chief Michael Grinstead; Officer Brandon Maynard; Zina Middleton; Lora Graham; Joye Thompkins; Jane Hammond; and Josh Reyes

Call to Order

Mayor McKinley Price had called the Council Work Session of the Newport News City Council to order earlier at 3:00 p.m. He welcomed the members of the School Board and thanked the City Council and School Board for the opportunity to meet.

Mr. Gary Hunter, Chair, Newport News School Board, called the Special Joint Meeting of the Newport News School Board (and Newport News City Council) to order, and asked for a roll call. Ms. Tiffany Moore-Buffaloe announced a quorum. He thanked the members of the City Council and School Board and for the willingness to provide an opportunity to meet. The members of the School Board were appreciative of the opportunity for further discussion and collaboration, and believed that the children and families in the community deserved support and leadership. He was encouraged whenever the opportunity arose to discuss and resolve any issues that impacted the success of the Newport News Public Schools (NNPS).

Chairman Hunter introduced Dr. George Parker, Superintendent, Newport News Public Schools (NNPS). Dr. Parker thanked members of the City Council for the opportunity to meet jointly with the School Board. He advised that the School Board would make a presentation of the NNPS general capital needs. This was as a result of a request from City leadership prior to approval of the NNPS Capital Improvements Budget (CIP).
Brief on the Schools' Capital Needs

Dr. Parker introduced Mr. Keith Webb, Executive Director, Plant Services, NNPS, who was recognized as the National School Plant Manager. The presentation was distributed to those in attendance (A copy of the presentation is attached and made a part of these minutes).

Mr. Webb shared details on the state of the NNPS Capital needs, which would shed light on what might come up. Mr. Webb shared a picture of 1960 science labs and a picture of an updated science lab. Other comparisons were made of Magruder Elementary School and the upgraded Magruder Elementary/Discovery STEM Academy, which showed the influence of money on capital projects.

Mr. Webb asked, Why Capital Investment Matters? Research from Pennsylvania State University in 2017 indicated the importance of school facilities on improving student outcomes. Facility conditions had an impact on the students, health, behavior, ability to learn, and growth in achievement. Research showed that there was also an impact on teachers; i.e., recruitment, retention, commitment, and effort.

Mr. Webb further indicated the impact of the facilities as follows: acoustics/noise, air quality, lighting, property temperature and control of temperature, as well as classroom size and space. Conditions impacted the air quality, lighting, temperature, and acoustics in a building. In 2019, the Environmental Protection Agency (EPA) did a study on indoor air quality and found that children were susceptible to less than ideal situations inside of buildings. The HVAC systems reduced the level of pollutants. Good physical conditions in a school with adequate ventilations helped reduce absenteeism, as well as, improved test scores.

Potential air quality problems could lead to mold. Mold could cause allergic reactions and asthma attacks. Mold grew on any organic surface if enough moisture and oxygen were available. Mold could deteriorate building materials and lead to health problems for students and staff. Taking action to address mold and moisture problems protected against indoor air quality.

The National Council on School Facilities found many of the same in 2016. School Facilities affect health and performance: (1) Ventilation rates impact attendance, speed to complete tasks, respiratory illness; (2) Adequate lighting and good acoustics help students remain alert, hear teacher; and (3) Poor facilities associated with student truancy and higher rates of suspension.

Proper maintenance extends operational efficiency and expected lifespan of facilities.
Brief on the Schools’ Capital Needs Continued

In 2012-2013, the average age of a public school in the United States was 44 years. In Newport News, the average age was 47 years. Most building systems, components, and equipment did not last that long. During a building’s life, districts had to upgrade and or replace all components – roofs, windows, doors, boilers, chiller, and ventilation systems; as well as plumbing and electrical systems.

Older schools built prior to the 1980s contained building materials known to be hazardous to human health; i.e. carbon monoxide, single-paned windows, air conditioning systems that did not introduce enough outside air and asbestos. Fresh air standards for ventilation had changed since that time. HVAC systems and the controls had improved.

Significant drivers for facilities alterations included new requirements for special education and physical accessibility, expansion of early childhood education, integration of technology for instruction, class-size reduction and heightened safety and security concerns. Computers now bring their own problems – hot, increased consumption of electricity, too much light, as well as class size consideration. The State funded the reduction of class sizes to increase educational enhancement. Violence became more of a concern in today’s world.

Building Systems Life Cycle:

- Building – 50 years
- Roofs – 20 years
- Heating – 20 years
- Cooling – 15 years

Mr. Webb pointed out that none of the above mentioned systems had a 50 year life. Within the 50 year period, significant of improvements may be required to the building. Many of the systems did not die from neglect, but had aged, and it was time to be replaced.

When were NNPS built? The oldest of the NNPS buildings were constructed in the 1950’s, 1960’s, and 1970’s. A school built in 1970 would be approaching the 50-year mark, and there were a significant number of schools that were older. The average age of NNPS was 47 years. If a catastrophic event were to occur, and all of the buildings were destroyed, it would take over $1 billion to rebuild each facility.

Upon examination of the most recent Capital Appropriations (FY 2015 - 2019), totaling $57.3 million; forty-one percent (41%) was spent for HVAC systems or roof replacements. Thirty-six percent (36%) was spent on building the Discovery STEM Academy, and the balance on miscellaneous items such as buses (17% or $10 million); bus radios (15% or $0.5 million); casework (2% or $1.0 million); and learning cottages (2% or $0.9 million).
Brief on the Schools’ Capital Needs Continued

In an effort to help themselves and the City’s funding position, NNPS found alternative ways to secure some of its capital needs; i.e. paying for a roof out of operational savings; replace HVAC systems in two schools through performance contracting; and another HVAC system through operational savings, totaling approximately $8.1 million.

Mr. Webb showed a slide of the comparison of the age of all of the NNPS equipment. HVAC had a life cycle of 15 – 20 years; currently there were 20 schools that were below 15 years, and 22 schools above 15 years of age. There was a great deal of work needed to bring the NNPS equipment up to an acceptable level. Looking at the past five years of capital funded roof projects, NNPS funded HVAC systems in several schools, totaling $20.9 million, with Jenkins and Hilton Elementary being the most recent. Hilton Elementary had began, but Jenkins Elementary could not be started due to a lack of funding. He showed several slides of the conditions of the HVAC systems, to include the old boiler in Hilton Elementary School (a mass of rust); Heritage High School constructed of stainless steel, which could last longer, and operated at lower temperatures, placing less strain on the utility budget and the equipment. Councilwoman Woodbury asked the age of Heritage High School. Mr. Webb replied that Heritage High School was constructed in 1996.

Mr. Webb showed slides of HVAC systems from An Achievable Dream Middle School/High School; Richneck Elementary School, with rusted rooftop equipment; an unsightly air-handling unit held from the ceiling in the cafeteria at Richneck Elementary School; Saunders Elementary, still using convection heat; Warwick High School, with rusting rooftop equipment, allowing water to seep inside, to potentially damage the circuitry/electrical equipment; Gatewood PEEP and Warwick High Senior Center, located in the same building, which included window air conditioning units, which did not last as long as central air units; and Newsome Park Elementary School, whose heating system took up the entire side of a room, removing spaces where students could sit, and removed spaces where other activities could take place.

Regarding roofs, they were considered the most important part of the building. There were 34 schools with roofs below the 20-year life cycle, 44 schools had roofs at 20-years, and 12 schools had roofs above the 20-year life cycle. He shared that $2.7 million was spent on roofs for the following schools: (1) Deer Park Elementary School; (2) Gatewood/Warwick High School Senior Center; and (3) Lee Hall Elementary School. Mr. Webb showed slides of the roofs. Mr. Webb displayed pictures of roofs from the following: (1) Richneck Elementary School, which had a largely black roof, which should be white, but all of the granules had washed away. Once granules were gone, the UV light from the sun killed the asphalt; (2) Woodside High School, which had a ballasted roof, which was covered with stone and were no longer allowed; (3) Saunders Elementary School, where the roof had expanded and cracked from heat and snow; (4) Epes Elementary School, which had similar concerns; (5) Denbigh High School, which had experienced consistent problems with the expansion joints; and (6) An Achievable Dream Academy, experienced standing water, which would degrade the roof.
Brief on the Schools’ Capital Needs Continued

When roofs did not do its job, the ceilings inside of the buildings began to show problems from too much water on the roof. Mr. Webb shared that pictures of ceilings in the following schools: (1) Woodside High School and (2) Sanford Elementary School, which showed rust from the amount of water on the roof.

Mr. Webb shared the following CIP projects for consideration: (1) Learning Cottage Replacement. An outside consultant was hired in 2017 to complete an extensive assessment of all of the NNPS properties. A recommendation was made that all of the trailers (learning cottages) be replaced, at an estimated total replacement cost of $63 million; (2) Paving /Concrete Maintenance. NNPS had $125,000 in its operating budget for pothole repairs, which would allow pothole repairs through the winter season; other needs would be addressed as funding permitted; (3) the Future of the Aviation Academy, which was unique to the area, in the State and Nation. The Aviation Academy was originally located in the old terminal building at Newport News/Williamsburg International Airport (NNWIA). The Aviation Academy inherited a building constructed in 1949. The lease showed that the NNWIA was responsible for a large ticket items, with the NNPS responsible for the day-to-day incidentals. A new lease was to be constructed. As consideration was made on how to allocate future CIP funding, the cost of a facility for a new Aviation Academy on property owned by the NNWIA, may total approximately $20 million; and (4) Warwick High School. The facility condition assessment recommended renovation or replacement of the school, which was constructed in 1969, on 25.2 acres. The State recommended that most high schools sit on at least 100 acres. The softball fields were not located at the school, and tennis courts were spread over different areas, which impacted the NNPS’ ability to use Warwick High School. Anything done would have to be done with constrained acreage, which would lead to a higher, rather than wider, building.

Mr. Webb shared pictures of the trailers (learning cottages). He advised that seven classrooms housed in the trailer located at Riverside Elementary School. When learning cottages were originally placed, they were located in a place with the best access to the building. Getting rid of the trailers would entail moving the trailers someplace else while building an addition. Mr. Webb indicated that trailers were not the most cost-effective structure. NNPS experienced leaky roofs, drafty and leaky windows and doors in their trailers, which often led to damage. He displayed pictures of NNPS trailers at the following: (1) Hines Middle School, which had roof leaks; (2) Riverside Elementary School, with massive leaks, and peeling paint. Often time the water is hidden; (3) Warwick High School where water was coming through the ceiling and passing through the wall cavity, and was not discovered until the floor rotted; and (4) a four classroom modular at Menchville High School, where the siding and windows leaked. The exterior siding had to be removed, the substring (plywood) replaced, and new windows installed. When those expenses were factored in, it was discovered that these were not the most economical solutions to the problems.

Regarding pavement and concrete, Mr. Webb shared the following pictures: (1) parking lot at Warwick High School that had a storm drain beneath the parking lot. The joints
Brief on the Schools’ Capital Needs Continued

and pipes began to leak and the pavement had begun to collapse; (2) Deer Park Elementary School, where the pavement had collapsed due to excess standing snow and water; (3) Dozier Middle School, and (4) Carver Middle School, with alligator type concrete due to different types of pavement failure.

Regarding the pavement and concrete of the tennis courts, NNPS had replaced all but the courts at Warwick High School and Menchville High School. Mr. Webb noted the cost of replacement as follows:

Asphalt Play Court: $37,000
   Each Elementary School was required to have two.

Tennis Court: $156,000

School Parking Lots:

   Elementary Schools $225,000
   High Schools       $425,000

Mr. Webb advised that the $125,000 would not cover the above projects.

Regarding work on the Aviation Academy, the roof was in need of repair. The roof structure was rusted so badly, a Structural Engineer was called. The chiller and the cooling system was replaced, which called for tearing off a large portion of the roof to make replacements to the bar joists, which turned into a lengthy process. Councilwoman Scott inquired whether the NNPS had assisted in the cost of repairs. Mr. Webb replied no.

Newport News School Board member, Ms. Shelly Simonds, questioned whether the NNPS was responsible for roof and the HVAC repair/replacement at the Aviation Academy. Mr. Webb responded that the NNPS was without a valid lease for the Aviation Academy. Under the old lease, the NNWIA would have taken responsibility for the costs, but under a new lease, the NNPS would be responsible. He shared pictures of the ceiling and HVAC system at the Aviation Academy, which showed extensive rust. He reminded where there were roof problems, there were ceiling problems. The classrooms in the Aviation Academy had signs of extensive roof leaks.

Mr. Webb advised that Warwick High School was in need of renovation or replacement within the next ten-year period. Within the next five years, he noted the following system replacements needed: (1) Roof replacement at $4.6 million; (2) HVAC replacement at $8.0 million; and (3) Gatewood/Senior Center HVAC at $1.0 million, for a total of $13.6 million. The aforementioned projects would be included in the NNPS CIP to be submitted to City Council. Until NNPS decided what to do with Warwick High School, money would continue to be spent.
Brief on the Schools’ Capital Needs Continued

Mr. Webb shared the FY 2020-2024 School Board Capital Request which City Council recently acted on totaling $139.4 million:

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Huntington Middle School – New Building</td>
<td>$50.0 million or 36%</td>
</tr>
<tr>
<td>Bus Replacement</td>
<td>$13.9 million or 10%</td>
</tr>
<tr>
<td>Building Addition – Riverside</td>
<td>$4.9 million or 4%</td>
</tr>
<tr>
<td>Ceiling Replacements</td>
<td>$6.1 million or 4%</td>
</tr>
<tr>
<td>Paving</td>
<td>$11.0 million or 8%</td>
</tr>
<tr>
<td>Roof Repair/Replacements</td>
<td>$19.7 million or 14%</td>
</tr>
<tr>
<td>HVAC Replacements</td>
<td>$31.8 million or 23%</td>
</tr>
<tr>
<td>Building Security</td>
<td>$2.0 million or 1%</td>
</tr>
</tbody>
</table>

Councilwoman Cherry indicated, being that Woodside High School was the newest school, and questioned what lessons were learned. Mr. Webb replied the typical life cycle of a roof was 20 years; Woodside High School was 23 years old. He indicated that Woodside was not quite the newest school, given the Discovery STEM Academy. He advised that supplies and materials were different than those used in 1996 when Woodside High School was built. Oftentimes there was a 20, 25, and sometimes 30-year warranty with new roofs. Looking at the costs of replacing HVAC systems and roofing, and paving, in every school, Councilwoman Cherry inquired how to find a balance if the funding was not available. She questioned what were the top three priorities for the NNPS because the City did not have the funding to do everything that was presented. She added that everything presented possibly represented a problem for teaching the children. She stated that funding was impossible with the funding the City had. Councilwoman Cherry reiterated the City did not have $1 million to invest in everything presented. She asked how long Mr. Webb had been in Building Maintenance. He responded that he had been in Building Maintenance for 27 years. Councilwoman Cherry questioned how the NNPS reached this point if the buildings were being taken care of.

Vice Mayor Vick encouraged the NNPS to work on finalizing a lease with the NNWIA for the HVAC system.

Dr. Parker reiterated that City Council had asked for a presentation on the capital needs of the NNPS and the status of its buildings. The projects-needs were not prioritized because the purpose of the presentation was only to inform City Council of the NNPS challenges to maintain many of their facilities. He advised a schedule was presented in November which prioritized the replacement cycle for NNPS roofs and HVAC systems. The condition of the pavement moved up to the highest priority. Priority was day-to-day based on system failures and life expectancy of the items presented. A 20-year roof with a 20-year warranty in a building constructed 23 years prior would begin to deteriorate, and was the NNPS responsibility because the warranty was no longer valid, and it moved up in terms or priority. Dr. Parker advised that the School Board did not plan to prioritize projects, but only to inform City Council on what the
Brief on the Schools’ Capital Needs Continued

deteriorating conditions were – most was due to use and wear. Roofs and HVAC systems wear out. They have a life expectancy, and the NNPS must replace those items.

Regarding Councilwoman Cherry’s question, how did the NNPS reach this point. He advised, City Council and the School Board had spoken on numerous occasions about how the NNPS had to use operational dollars and capital dollars from the City to keep the facilities in an operational state, particularly when the money was not in the CIP budget, such as paving. The NNPS had to use a mix of both operational dollars and capital dollars. When there were 40 plus aging buildings in which were used to continue to educate children, the issues would continue to come up to be addressed due to normal wear and tear. Water and moisture were the NNPS large problems when it dealt with maintaining the facilities. They maintain the buildings in a state to ensure the children were receiving a good quality education in a healthy environment. A quality education and safety and health was on what the NNPS balanced their success. Dr. Parker added the NNPS had challenges that had to be prioritized.

Regarding the Aviation Academy, Dr. Parker indicated that NNPS was working with the NNWIA to work out a lease. In the original agreement with the NNWIA, NNPS paid for most of the minor capital items but have had to take care of some of the major facilities because of the fiscal management of the facility was not the greatest priority. The NNPS was doing the bulk of the work on the Aviation Academy to keep it up and operational out of its operational budget.

Councilwoman Scott, who served as Chair of the Peninsula Airport Commission, indicated that the lease had expired, without notice. A Real Estate Committee was looking over the lease. She advised there was a lot going on with the building and did not know the outcome of the lease, but it should be in the best interest of the students, and indicated she should have an idea within a 30-day period. She felt it important that the Aviation Academy remain at the NNWIA was an important part of the community. The students enjoyed it. She recalled years prior, when there was discussion about moving the Aviation Academy from the NNWIA. Parents showed up in droves to voice their opinions against moving the Academy.

Councilwoman Woodbury inquired about the old building. Mr. Webb replied the Aviation Academy was in the same building it always inhabited. City Manager Rohlf agreed with Councilwoman Scott that the Aviation Academy was a wonderful asset. She offered to meet with Dr. Parker regarding other funding sources that may be available. Councilwoman Scott advised that other localities had expressed an interest in being involved with the Aviation Academy, which opened other opportunities.

Mayor Price advised that discussion would shift to the Southeast Community Resource Area.
Update on Southeast Community Resource Area – Master Plan Study

City Manager Rohlf advised that City Staff had done several months of research. The last part of this phase was to receive public input. She introduced Ms. Sheila McAllister, Director, Department of Planning, and Mr. Brian Pierce, Senior Planner, Department of Planning, to share the information they heard in the community.

Mr. Pierce advised that the Southeast Community Resource Area Master Plan Study (SECRA MPS) involved doing a study to investigate doing a master plan for the entire site. The site encompassed 35th Street to 28th Street, was bound by Wickham Avenue and Orcutt Avenue, and included the C. Waldo Scott Center for Hope, the Huntington Middle School site, the Doris Miller Community Center, and Pearl Bailey Library as a part of the study. The study analyzed the possibility of co-locating all of the programs on the seven-block site.

The vision for the area was that the Southeast Community Resource Area would be a 21st century one-stop shop that supported all residents, educated the mind, body, and spirit, and created a distinctive community gathering place.

The process began in the summer of 2019 and included the following three phases: (1) Stakeholder Interviews/Research; Seeking each facilities’ needs and desires for the future. Facility plans were viewed, and interviews conducted with representatives from the facilities to seek each facilities’ needs and desires for the future; (2) Open House. Two Open House Sessions were conducted with more than 118 participants; and (3) Community Survey. Seventy-nine participants completed a survey with over seventy percent (70%) from the 23607.

The following programs provided a list of design considerations:

C. Waldo Scott Center: Mission – to provide HOPE to families while developing the whole child. This was achieved by providing comprehensive services to educate and foster the growth and development of youth and families. Participants requested five (5) classrooms, office space, and a gym or recreation space. The participants shared they would love to be co-located within another building.

Pearl Bailey Library: Mission – to connect, inspire, enrich and empower. Participants requested an expanded library – increasing from 13,500 square feet to 20,000 square feet, to meet the demand of the community. In a previous study, the library found a need for additional meeting and study rooms, more defined teen space, an expanded children’s area, and an interactive display and exhibit space. The program spaces were included in calculating the overall building footprint.

Huntington Middle School: Mission – to ensure that all students graduate college, career and citizen-ready. The Huntington Middle School design called for the existing building to be demolished and replaced with a space large enough for 600 children and provided
Update on Southeast Community Resource Area – Master Plan Study Continued

space for contemplation, collaboration, communication and community, to include a community wing.

Doris Miller Community Center: Mission – to enhance the quality of life for the residents and visitors of Newport News through the provision of quality recreational services, programs, and facilities. The participants requested the building be increased to 52,800 square feet from 40,000 square feet, and desired more afterschool and teen spaces, computer labs, adult space for the Active Lifestyles Program, office space, storage space, and a gym.

Two (2) Open Houses were held, with 118 participants, and 120 comments. Participants were able to leave feedback, vote on preferences, and take a survey. Some of the comments sought to re-use Huntington Middle School’s façade. The C. Waldo Scott Center for HOPE was listed as extremely important. Many were in support of a shared-use facility between the C. Waldo Scott Center, Doris Miller Community Center, and the Pearl Bailey Library. Some of the participants requested the NNPS be combined, and a few requested all of the resources to be located in separate buildings. Several options showed the closure of 30th Street in order to create a connected campus. Some were okay with the street closure, if there were walking trails installed.

Seventy-four percent (74%) desired more green space. Seventy percent (70%) were in favor of the adaptive re-use of the existing Huntington Middle School.

Mr. Pierce notes the following survey results, which had 70 respondents (sixty-nine percent of the respondents were over the age of fifty (50); ninety percent (90%) were identified as African-American, with seventy-two percent (72%) living in the 23607 zip code):

Most residents selected driving as their method of transportation, followed by walking.

Participants identified the following top three priorities to make the area more appealing: (1) additional recreational facilities; (2) walkable streets; and (3) a civic plaza.

Participants indicated being able to walk to a community center, having a closely located school, library, and community center as important.

Participants identified the top places to visit were a café, maker space, and a computer lab. Outdoor recreation facilities were least likely to be used.

Comments regarding the advantages/disadvantages of a shared-use facility: Ninety-two percent (92%) were in favor and twenty-three percent (23%) like the one-stop shop,
Update on Southeast Community Resource Area – Master Plan Study Continued

with nine percent (9%) saying it provided greater access. Forty-one percent (41%) saw a disadvantage with the most common reason being safety, and fourteen percent (14%) using noise as the reason, and two percent (2%) were opposed due to over-crowding.

Common trends from the Study included the following:

Most residents supported a co-located Recreation Center, Youth Center, and Library on a walkable, shared campus. Other comments included: “Loved the share space and co-mingling,” “Add walking paths with benches,” and “a campus area should be conducive for people intermingling.”

Most residents wanted to keep the historic façade of Huntington Middle School and be located in a building separate from other community amenities.

The recommendation based on the survey results – hire an architecture firm to create a campus master plan, with a co-located library (Pearl Bailey), community center (Doris Miller), the C. Waldo Scott Family Center; and finally a walkable pathway to a new Huntington Middle School which retained the historic façade.

A copy of the Southeast Community Resource Area Master Plan Study is attached and made a part of these minute.

School Board member, Ms. Lisa Surles-Law, referenced the map of the Site Plan, and observed that the Pearl Bailey Library was not included, and questioned whether it would be a total relocation into the campus area. Mr. Pierce replied, yes. When looking at the space and how facilities would be laid out, there would be space for the Library with the closure of 30th Street, located at the site of the Doris Miller Community Center. The Recreation Center and the C. Waldo Scott Center would be re-located on the site as well. Mr. Pierce indicated, participants also requested one-story buildings for staffing concerns and accessibility. The facility would total approximately 75,000 square feet based on all of the requests and the closure of 30th Street.

School Board member, Mr. Marvin Harris, inquired what parameters were used in the survey, particularly with only 79 respondents.

Mr. Pierce advised that the survey was distributed at the Open House, was also made available on-line for two weeks, and was advertised via social-media. City Manager Rohlf indicated the survey was not intended to be a scientific survey. School Board member Harris indicated it seemed there would have been more respondents to a project of this magnitude. Vice Mayor Vick inquired for clarification whether the survey was only distributed at the Open House as opposed to being mailed to the residents. Mr. Pierce responded that the survey was not mailed, but was made available on-line, and distributed at the meeting as a paper copy. School Board member Surles-Law inquired whether school was closed at the time of the Open House when the
Update on Southeast Community Resource Area – Master Plan Study Continued

surveys were distributed. Mr. Pierce responded, yes, school was out. The Open House was held during the summer. School Board member Harris inquired whether a concerted effort was made to reach a larger audience, businesses, parents, Ft. Eustis-Langley, etc., to ensure that everyone had the opportunity to participate in the survey.

Dr. Parker indicated the initial assessment of the façade in the front of the building showed some level of encouragement. He was familiar with attempts to match up 1930s brick work with existing brick – it could not be done. As a point of clarification, Dr. Parker stated the survey indicated the Huntington Alumni residents wanted to keep the façade, and inquired whether this was the existing façade. Mr. Pierce replied, at the Open House, participants were given an option between new construction, keeping the existing façade or brick, adaptive re-use, or complete renovation and 70% wanted to see the adaptive re-use of the building (Huntington). Dr. Parker reiterated the question – how did buildings reach this point? The re-use of a building that was old and would cause problems later because it was in a state of deterioration. He questioned whether the City assessed the façade, condition of the brick on the façade in front of the building to determine whether it was salvageable. Mayor Price indicated the responses were as a result of the community’s response to the survey.

Dr. Parker inquired what was communicated to the residents. He advised, when an architect was hired, and the architect says the façade is not salvageable, contrary to what the survey says, but could do a rendering of the façade – he did not want the School Board to be the “bad guy” because the façade was not salvaged. It needed to be decided whether or not the brick could be used on new renovation.

Councilwoman Cherry advised that the presentation was showing the response from the community. She advised that had not been discussed in any of the meetings with the community that she had attended. No one had addressed the issue of keeping the existing façade. The determination had not been made.

Dr. Parker recalled discussion of the brick being repurposed, rather than using the existing façade, since it was in a state of deterioration. He wanted the community to know, before moving forward, if something could not be done. The NNPs would have to hire an architect and did not want the School Board to have the reputation of not being supportive. Realistically, they needed to ensure the façade would not fall apart within a ten-year period on a new building. Councilwoman Cherry concurred, and did not want City Council to have the reputation of not being supportive of any recommendations coming forward.

School Board member, Ms. Shelly Simonds, inquired whether it would be possible to move the site of Huntington Middle School or possibly move the buildings around.

Mayor Price extended thanks to the NNPS for the presentation on the status of the facilities. He was appreciative of the photographs and the update, which would be instrumental to City Council in determining how to proceed.
Update on Southeast Community Resource Area – Master Plan Study Continued

Regarding the update on the Southeast Community Master Plan, Mayor Price advised, this was a one-time opportunity to decide where the School was to be located, what was done with recreation, what was done with the facilities, and how it was done, etc. He indicated there would not be another opportunity. He urged everyone to give some thought, in a manner that, when something is done, it was done correctly. He realized that everyone was being pulled in different directions, about the immediate need for a school, the community stating their wishes and the existing conditions of the building. He suggested, since a committee was already established (City and School Advisory Committee), they should be given an opportunity to look at this; they may come back with a cohesive recommendation of both bodies that may be agreeable to everyone.

Mayor Price shared that he toured the old Whittaker 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. It was a sound building. The architects had done a great job. He did not want to rule out the possibility of having experts examine what was possible, with options for what a new middle school could or could not be – whether a new façade, similar façade, or existing façade. He suggested the possibility of a new school versus considering the existing architectural design of Hines Middle School was considered. The community came to City Council with various options in an effort to offer help and to save money. The three options to be considered were (1) using a façade; (2) using existing plans; or (3) remodeling/re-purposing. He spoke with a construction worker that advised there was approximately $22 million that was available if the City were able to re-purpose the building. Mayor Price urged the members of the City Council and the School Board to consider the options in an attempt to reach a cohesive agreement on an approach. He believed the following would have an effect should the decision be reached to build Huntington Middle School: (1) Do we build a traditional middle school; (2) If we moved the library, do we need a traditional library?; If a library were to be placed on the campus, do we need the same size library? Businesses had seen the plans of the possibilities and wanted to do a workforce development center. The YMCA had shown interest in the possibility of building facility. Perhaps the City could consider partnering with the YMCA to do a gymnasium. Mayor Price asked for more time and to allow the committee to bring others in to come in and talk about the various options, look at community space. There were organizations that wanted to assist with the students, but were charged to rent the school. Would a community facility be feasible? He conceptualized a facility that would be unique – not only build a school, but be transformational to the community. Mayor Price felt that both could be done if all of the options available were considered, and be open to partnering with businesses and organizations that would be of help. He reminded that the City was in the midst of a CNI Transformational Grant that would help the community. Compound the $30 million from the HUD CNI Grant with others who wanted to help the community, an outstanding plan could be created that would benefit not only the NNPS, but would be transformational to the community. He asked City Council to allow a little time to bring this together in an effort to come up with a joint solution. The City and School Advisory Committee could share their ideas with an architect that attended Huntington and wanted to return to the community to do some things at a reduced cost.
Update on Southeast Community Resource Area – Master Plan Study Continued

Councilwoman Scott inquired whether there was a member of the NNPS on the City and School Advisory Committee. Mayor Price replied yes, there was a member from the NNPS, Vice Mayor Tina Vick, Finance, the Superintendent, the Chairman of the School Board, and business leaders. His hope was to allow the committee to invite various professionals in to investigate and look at some of the options available. Mayor Price stated this could be something amazing and was too big of a deal to rush into.

School Board member Ms. Simonds stated there should not be a great deal of duplication, but felt that Huntington Middle School must have a good library facility. She could envision community spaces could be co-located. She believed there was potential with the Doris Miller Community Center possibly partnering with the YMCA. She definitely wanted a library and computer lab space in the middle school, perhaps in the direction of STEAM (science, technology, engineering, arts, and math), giving the students an opportunity to learn coding and computer programming.

School Board member, Mr. John Ealey, asked about a time-line and questioned what was next? This was an urgent matter. Other schools in the district, such as Hines Middle School, could not take on any more students. Parents, teachers, and students were waiting and wanted to know. He would hate for them to leave the district. He inquired when the community could be told a start date.

Vice Mayor Vick commended the Department of Planning for the presentation on the Southeast Community Resource Area Master Plan Study. She indicated there were citizens that felt the school should be separate. She was anxious about the funding. Would we have all of the dollars to accomplish everything at one time? She concurred with School Board member Mr. Eley about the urgency of moving forward, but felt the school should be kept separate for the safety of the students.

Mayor Price advised that he attended a conference in Columbia, South Carolina, and there was an Architectural Design Institute that was dedicated to schools and safety. He suggested extending an invitation to members from the Architectural Design Institute. They could share examples where there was co-mingling of different types of facilities.

School Board Chair, Mr. Gary Hunter, expressed his largest concern – he advised that all sixth, seventh, and eighth graders would be located into two middle schools in 2020. He received calls from teachers inquiring about the size of their classes. It began with sixth graders, who were separated. Mayor Price responded that it would be two years if the school were started today. He suggested looking at the big picture and to do the very best with the plan. School Board Chair Hunter advised there was a consensus to move forward. He wanted this to be done right. This was a priority as time was of the essence.
Update on Southeast Community Resource Area – Master Plan Study Continued

Dr. Parker commended the Department of Planning for the presentation on the Southeast Community Resource Area Master Plan Study. He believed there were thoughtful questions asked of the community in the survey, some of which were different than those asked in the NNPS Design Study. He expressed appreciation for the information received and advised it would be helpful moving forward.

Dr. Parker indicated the genesis of when the work could be done would be as soon as agreement was reached on the campus design. There was a budget that had the general dollars for building a facility. Once NNPS knew what the campus design would be, the NNPS could move forward with the blessing of the City to start – hire an architect and to make preparations to design the school. It would take approximately one year to design the facility – which would also involve the community – to do the subsequent work of designing the school for construction, and wondered when they could receive the green light.

Closing Comments

Dr. Parker extended thanks to Mayor Price for being a good facilitator of the City and School Advisory Committee.

Vice Mayor Vick questioned what the NNPS needed from the City. Mayor Price replied the NNPS needed to know the design and scope of the building so they could hire an architect. School Board member Ms. Surles-Law added the NNPS needed to know the location of the campus.

Adjourn

Mayor Price thanked both the members of the School Board and City Council for their attendance and their input. Mayor Price adjourned the meeting of the Newport News City Council.

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

THERE BEING NO FURTHER BUSINESS, ON MOTION, COUNCIL ADJOURNED AT 6:01 P.M.
Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, teste:
F. Consent Agenda

2. Minutes of the Work Session of September 24, 2019

ACTION: ● N/A

BACKGROUND: ● N/A

FISCAL IMPACT: ● N/A

ATTACHMENTS:
Description
Minutes of Work Session for September 24, 2019
MINUTES OF WORK SESSION
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE 10TH FLOOR CONFERENCE ROOM
2400 WASHINGTON AVENUE
September 24, 2019
4:00 p.m.

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

ABSENT: None

OTHERS PRESENT: Cynthia D. Rohlf; Collins L. Owens; Mabel Washington Jenkins; Joyce Thompkins; Darlene Bradberry; Lisa Cipriano; Karen Wilds; Kevin Otey, Jr.; Police Chief Steve Drew; Fire Chief Jeffrey Johnson; Shelia McAllister; Flora Chioros; Susan Goodwin; Karen Witherspoon; LaTessa Davis; Stacy Fuqua; Amy Burgoyne; Virginia Lovell; Florence Kingston; Venerria Thomas; Louis Martinez; Frank James; Craig Galant; James McElheney; Everett Skipper; Alan Archer; David Freeman; Ralph Clayton; Cleder Jones; Kim Lee; Eoghan Miller; Adrian Whitcomb; Zina Middleton and Josh Reyes

I. Choice Neighborhood Initiative Update Briefing

Ms. Cynthia Rohlf, City Manager, advised that it had been several months since the City was awarded the $30 million Choice Neighborhood Initiative. City Manager Rohlf introduced Ms. Karen Wilds, Director, Newport News Redevelopment and Housing Authority, to provide the Choice Neighborhood Initiative Update Briefing (a copy of the presentation “Marshall-Ridley Choice Neighborhood – Transformation Plan and Implementation Update, September 24, 2019” is attached and made a part of these minutes).

Ms. Wilds advised, within the past three – four months, the Budget Program schedule was finalized for submission to The United States Department of Housing and Urban Development (HUD) and initiated monthly telephone status calls with HUD and Core Teams.

Ms. Wilds shared there was a great deal of Community Outreach and noted the following:

- Regular meetings were held with:
  - Ridley Residents *(Monthly)*
Community as a whole at John Marshall Elementary School *(Quarterly)*
- Community Advisory Committee *(Monthly)*
- Held two (2) Section 3 meetings, Business and Residents
  (Section 3 of HUD Regulations indicated an effort to hire from within the community, to use businesses that hire within the community, and use businesses within the community)
- Service Provider Network – Mr. Kevin Otey, HRCAP

Ms. Wilds advised that the City was obligated to spend the $30 million by September 30, 2025, which was six (6) years. She indicated with the amount of work to be done, designs and approvals, and a new subdivision at the Ridley Circle, six (6) years would go by quickly.

Ms. Wilds advised of the housing timeline as follows:

- Finalizing Design Plans for Phase 1
- Hired a Coordinator (Mr. Daniel Best) – Newport News Redevelopment and Housing Authority (NNRHA)
- Worked on Financing Plan for Phase 1 Housing
  - Choice Neighborhood Initiative (CNI) - $18.3M (61% grant)
  - Applied for Innovative Round Low-Income Housing Tax Credits (LIHTC)
  - Gap larger – Innovative Round Low-Income Housing Tax Credits (LIHTC) pricing and construction pricing had increased
  - Applied for Vibrant Community’s Grant

Ms. Wilds shared that NNRHA had met with the Virginia Housing and Redevelopment Authority to explore different types of opportunities available because of the Choice Neighborhood Initiative, and were thinking about the special allocations for CNI, or changing the plans on how funds were awarded to benefit the Cities of Newport News and Norfolk.

Ms. Wilds advised that NNRHA had put together a disposition application for the Harbor Jefferson site that was not related to CNI but was within the CNI footprint. The application would be submitted to HUD to relieve the City of the title restrictions and putting out a Request For Proposal (RFP) for site in October 2019.

Councilwoman Cherry advised that she expressed her concerns about housing and what the plans were for the corner of 29th Street and how NNRHA would accommodate children with greenspace. She indicated, because she had not heard anything that her concerns were heightened. Ms. Wilds replied that the latest design/plan would be worked on by the Department of Planning; those elements were being suggested, and the developer was asked to go back a third
time. She indicated NNHRA should be in receipt of the latest design and recommendation by mid October 2019. City Manager Rohlf indicated and advised that the City had been working on Councilwoman Cherry’s concerns, and staff had been working diligently to incorporate the amenities discussed for the transformation. Councilwoman Cherry questioned whether the amenities would be incorporated to meet the needs of those individuals who would move to that area. City Manager Rohlf replied yes, and there were other amenities associated with CNI for the entire community. It would be a neighborhood of choice for those returning, and others who wished to reside in the neighborhood. Councilwoman Cherry stated she did not want to just see another neighborhood where people were being moved to public housing. She shared that a constituent attended the South District “Your Voice Matters” Town Hall meeting and indicated no one had been out in the neighborhood/community to talk to her, and she lived in the 600 block of 29th Street and wanted to know who/what would be at her backdoor. No one had talked to that community to share what would be in the area, and how it would impact that block. Ms. Wilds replied that staff would ensure that everyone within the Phase 1 area would get a special invitation to the next scheduled community meeting. Councilwoman Cherry stated that the people attending the quarterly meetings were probably the Ridley residents. Ms. Wilds replied no; the quarterly community meetings were neighbors in the Choice Neighborhood, with less than 20% Ridley residents. Councilwoman Cherry suggested, while discussing the phasing in that area, please include everyone; especially those residents located at the 600 block of 28th and 29th Streets, extend the invitation, whether those residents attended or not would be up to them, but should be given the opportunity to hear about the plan. Ms. Wilds replied they would reach out to the community with flyers and other means of contact.

Ms. Wilds advised that Capital Funds could not be used. Permanent Debt:

- Innovative Round Low-Income Housing Tax Credits (LIHTC)
- Vibrant Communities $1.5 million
- Met with Virginia Housing Development Authority (VHDA) to explore paths for CNI financing

Ms. Wilds shared the Neighborhood update as follows:

- Brooks Crossing Innovation and Opportunity Center opened August 24, 2019 and was being used
- Economic Development Authority (EDA) had awarded contract for co-working space renovations
- Start-up entrepreneurs, shared services and support
- Bates Drive multi-use trail
The project engineer, Carson Towne, was working with the design consultant to finalize the design of the multi-use pathway. The design consultant, Guernsey Tingle, Architects had submitted 65 percent (65%) drawings that included the pathway, areas for multi-generational fitness equipment, lighting and landscaping. The consultant received comments from city departments and was working on the revisions to the plans. In addition, the Newport News Green Foundation secured $52,000 of grant funding to assist in the beatification of the path. The project timeline was being worked on to ensure that the project met the goals within the Marshall-Ridley Choice Neighborhood Implementation Grant.

- Lighting Improvements began at Marshal based on hot spot study

Ms. Wilds advised of the Relocation plans as follows:

- Hired Relocation Coordinator (Ms. Starr Lane). She would work closely with Hampton Roads Community Action Program (HRCAP) Case Workers to determine the need of each family.
- Each family’s preferences on where they would like to move would be considered in making housing referrals and the ability to move back if that family choose to do so; would provide transportation if needed; would begin with 60 families north of 16th Street and West of Ivy Avenue.
- Phasing (3) – notices would go out as early as December 2019, after HUD approved the T.P.V.

Ms. Wilds introduced Mr. Kevin Otey, Jr., Senior Director of Strategic Initiatives with Hampton Roads Community Action Program (HRCAP), to continue the presentation.

Mr. Otey expressed his excitement about the great work taking place in the Southeast Community. He indicated the work could be seen, and continued to happen, in the Southeast Community as milestones continued to be celebrated.

Mr. Otey advised of the Case Management and People Services Update as follows:

- EmpowOR Client Management Software was completed
- HRCAP hired a Family Services Coordinator to begin case management
- Human Services had begun interviewing for a Senior Family Services Specialist
- Over 60 households had completed the initial intake form
- On May 6, 2019, HRCAP began meeting with residents for a comprehensive assessment
Mr. Otey shared that the Case Management and Service Delivery was as follows:

- There was an 180-day window of time to provide initial case management visits to each of the 60 families
- To ensure the appropriate level of service, a collaborative staffing model (HRCAP, DHS, NNRHA, and Penrose) would be used, employing a Family Services Director, LCSW Senior Supervisor, LMSW Supervisor, Family Service Specialists, Program Navigators, and a Special Projects Director.

**UPDATE**

- 25 intakes completed prior to March visit
- 60 intakes since after March visit
- 21 intakes after HUD Award announcement
- 149 Households remained after the HUD visit
- 43 household remained as of September 24, 2019
- Proposed Schedule within HUD Guideline – May 14th – Nov 10th to have all initial case management visits must be made with each household
- Changes and Challenges to Report
  - Strategic Community Walks
  - Home Visits to complete initial assessments
  - Expanded case management office hours which included weekend hours

Councilwoman Cherry thanked Ms. Wilds and Mr. Otey, who shared the CNI updates. She indicated that several residents advised that their case worker was no longer available, and questioned what was being done for consistence, the number of case workers available to be consistent with the residents, and asked would there be a back-up case worker available? Mr. Otey replied there were several challenges in the beginning, and advised that there had been some turnovers, but with the partnership with the City, one of the pieces were dollars allocated to case management. He indicated that residents probably thought that they were assigned case managers prior to the HUD visit, but that was only the initial visit. Mr. Otey shared that the initial meetings with Case Managers had started the day of the grant award and would be completed within 180 days as required by HUD. The second step was a two-hour intake process with the assessment. By November 2019, case managers would be assigned to each family.

Mr. Otey advised that Southeastern Virginia Health System was currently scheduling their second meeting. The clinic had moved locations since the HUD visit to the new
address of 611 – 16th Street, Newport News. Southeastern Virginia Health System was onsite providing screenings and enrolling residents that were eligible for Medicaid expansion program every Wednesday from 9:00 am – 1:00 pm.

Mr. Otey advised that the Brooks Crossing Innovation and Opportunity Center served as an instructional resource that allowed visitors, both young and old, to train in a safe and professional space to develop work-ready skills for existing and future industries, as well as, serve as a model for professional development and continuing education.

Mr. Otey shared the Workforce Program Update: March – June 30, 2019 as follows:

- 32 Participants - **Goal Achieved 100%**
- 12 Entered Employment - **Goal Achieved 100%**
- 8 Unique Employers - **Goal Achieved 200%**
- $11.25 Average Hourly Starting Wage - **Goal Achieved 122.22%**
- 10 With Benefits - **Goal Achieved 133.33%**
- 6 Employed Part-Time - **Goal Achieved 120%**
- 12 Employed Full-Time - **Goal Achieved 200%**
- 9 Jobs in Career Pathway - **Goal Achieved 180%**

**STEP – HRCAP and NNPS**

- 149 In-School Youth Placements
- 15 Out-School Youth Placements
- 596 Soft Skills Training Certificates Obtained

Mr. Otey advised there had been numerous Counseling Services, Relocation, Mobility, and Homeownership information provided as follows:

- Held Homeownership Workshop, Saturday, June 8, 2019 from 10:00 am – 12:30 pm at the Ridley Recreational Center at 618 – 18th Street
- HRCAP Credit Improvement Program and Financial Literacy Services
- Habitat for Humanity’s Application Process
- Newport News Redevelopment and Housing Authority’s Homebuyer Resources
- Virginia Cooperative Extension Services and Programs
- Family Investment Center
- Free credit reports
Vice Mayor Vick advised that the Counseling Services and Homeownership Workshops were well attended. She expressed her excitement about the programs and information that was shared, and she thanked the staff. She shared that the residents were engaged, wanted to know what opportunities were available for them, and how they could take advantage of those opportunities.

Mr. Otey indicated that HRCAP were appreciative of the space at the Lift and Connect Resource Center which was in the heart of the community and allowed residents could walk to the center. Residents could be engaged and meet the case managers and staff and see other service partners that were available. The Service Provider Network was still being built. There were 60 member organizations that were partnering and met the 2nd Thursday of each month at 10:00 a.m., at which time could meet with case management staff to discuss what was being done in the community, so that services were not duplicated but bringing the needed services to the community as each partner had level.

Mr. Otey advised that Resident Outreach Services would continue with the following:

- Door-to-Door Outreach to Residents
- Weekly door-to-door visits by Family Services Team
- Community Walks with Partners
- Family Services Team attend Tenant Council Meetings
- Activities schedules for residents in the neighborhood
- On-going communication through website & social media
- Monthly Newsletters
- Expanded Wi-Fi and Digital Kiosks

Mr. Otey shared the testimony of Mr. Ta'Sean Townsend, who went through the Navigating Wealth Program. Mr. Townsend wanted an opportunity to better himself. He continued to call, indicating he wanted to be in the program and was persistent. Mr. Otey explained that there was a waiting list, but Mr. Townsend continued to be persistent. Mr. Townsend achieved a goal through the six-week program and works full-time at American Lumber, with benefits, making $11.25 per hour. CNI Committee/Team had to be available to the residents and make sure that doors of opportunity were opened for each of them.

Vice Mayor Vick shared, after that attending the meeting, one did not realize how far some people had been, so the job readiness was a great opportunity. At the last meeting, Mr. Melvin Turnstall gave a testimony. He was employed by Bay Electric Company. To hear the excitement and appreciation of the opportunity was so overwhelming that he was in tears. There
was not a dry eye in the room, because Section 3 of the CNI Grant was allowing people to gain meaningful employment, and they were excited and thankful for having an opportunity to work. Mr. Turnstall was happy that a business afforded him an opportunity to work. Mr. Otey replied that was what the Navigating Wealth Program was doing – touching hearts and opening doors.

Vice Mayor Vick reiterated how thankful she was for the partnerships and hard work that staff continued to do, not just sitting in an office behind a desk but by being out in the community. She shared that transportation had been provided for residents to attend meetings. The residents were engaged at the homeownership and credit counseling sessions. Kudos to all involved with the CNI Transformation.

City Manager Rohlf shared that she wanted to also thank all City staff, HRCAP, NNRHA, Business partnerships and the residents. When the City applied for the $30 million CNI Grant, all involved were motivated and worked hard. She stated the momentum and excitement had continued and actually increased since the grant was awarded. Ms. Wilds indicated she was excited and proud about what was going to happen in the community. Ms. Wilds mentioned that the CNI Grant was a six-year grant and those six-years would go by quickly.

Councilwoman Cherry questioned how the reporting worked with HUD. She inquired whether there would be a quarterly and mid-year report or whether HUD would visit? Ms. Wilds replied that HUD would make visits, and written reports would be submitted through a computer portal and report to HUD on a quarterly basis. Vice Mayor Vick shared that HUD Representatives had been at many of the CNI meetings. City Manager Rohlf noted that there were reporting requirements, and the HUD manual provided all of the requirements, everything was being documented, not just financial, but programmatic as well. Reporting was very structured as to what the requirements were.

Councilwoman Cherry questioned, since there were multiple moving parts in the program, who was managing the reporting. City Manager Rohlf replied that as Ms. Wilds mentioned, they had hired Mr. Daniel Best, Coordinator, Ms. Starr Lane, Relocation Coordinator, and the City would be hiring a Project Coordinator to assist with the CNI Transformation program.

Ms. Wilds explained that the City had not received any funds to-date, but once the funds were available, the funds would be drawn down, and had to be used within a three-day period. As mentioned previously, a Budget Program was being finalized and scheduled for submission to Housing and Urban Development (HUD); and once approved, it could be made available to City Council.
Vice Mayor Vick indicated it was a great deal of work was involved and continued to be done. Most people looked at the $30 million check, but the work required a balance between, educating people and moving people. It was difficult relocate people who had lived in the Ridley neighborhood for years, and to make them feel comfortable with the process, and more importantly, understand the process. She was appreciative that she was allowed to be so involved, as a long-time Ridley Circle resident, and on the City’s behalf, to ensure that the residents were safe.

Ms. Wilds reiterated, of the 43 households that had not had the initial visit, was not because the attempt had not been made. During the community walk, there were those specific households’ lists and those doors were knocked on but with no answer. Vice Mayor Vick indicated, when discussing gentrification, the City could not guarantee what would happen with private properties during the transition, but NNRHA property residents had been assured that they would be taken care of during the transformation. The City staff, NNRHA, and HRCAP had been open and honest with residents about what to expect during the transformation. Ms. Wilds explained that residents had the right to return to their homes if they choose to do so.

Councilwoman Cherry said residents would have an opportunity to return, with the difference in mixed-housing that would be developed in the Ridley area. The residents would have the right of refusal; and inquired whether the opportunity would open for other people that were not necessarily in the CNI scope, to also purchase property/housing. Ms. Wilds replied, as part of the CNI, there would be 33 single-family homes that would be developed, and anyone would have an opportunity to purchase those homes. The bulk of what would be developed was rental housing, half of those were replacements. The residents would return to the replacement housing but would be marketing to the community overall for other units. She indicated details had to be established, for example a resident who had lived in Ridley Circle the longest and waiting the longest – but had to advise of their intention, as to whether they would be returning. HUD required that residents be offered the opportunity to return until the last unit was occupied. There would be some families who may get comfortable where they are and may choose to stay where they were relocated because the children could be in a new school, and the unit would not be available for 1 to 3 years. Brooks Crossing was buzzing with activity, and people liked to live near where they work. Vice Mayor Vick believed that the transformation process would give the City the opportunity to go back to the origination of public housing that it was not permanent with the mindset that a person did not have to live in public housing forever. Sometimes people could get complacent at how things had been for years, but children needed to know that they could do something better, and public housing was not the end all for their life. Ms. Wilds advised, with all of the work being done by HRCAP, many may not be eligible for subsidized housing. Mr. Turnstall, who received the job with Bay Electric Company and made $11.25 per hour, with benefits, would not be eligible; the goal was to move people forward to have better lives. Vice Mayor Vick advised that Mr.
Turnstall spoke at the meeting and needed to be the example of how the program worked and its success; he shared that he was telling of all his friends about work. To work for some people was a part of everyday life, and for others they had no clue about what it was to work everyday. Mr. Turnstall should be the spokesperson for what was being done in the community.

City Manager Rohlf advised that there were a number of partners that leveraged over $200 million in addition to support the $30 million grant. With all of the partners referenced the NNPS and other businesses, it was a very in-depth process that took effort, but it was all worthwhile.

Councilwoman Cherry questioned whether the partners mentioned were coming to the table and staying at the table. Ms. Wilds replied, to-date none of the partners had left. City Manager Rohlf indicated some of the partners may not be as engaged, but that also had to do with a timing issue. Ms. Wilds advised there would be a big event in October 2019, to get all of the partners energized and back to the table.

II. Health Insurance Update

Ms. Cynthia Rohlf, City Manager, introduced Ms. LaTessa Davis, Human Resources Manager, Department of Human Resources and Ms. Susan Goodwin, Director, Department of Finance, to provide the Health Insurance Update (a copy of the presentation “2020 Employee Health Insurance – Optima Health, September 24, 2019” is attached and made a part of these minutes).

Ms. Davis expressed her excitement for the partnership with Optima Health and why the City chose Optima Health. She advised, that through the normal procurement process, a Request for Proposal (RFP) went out to bid for medical and pharmacy providers. When the proposals were reviewed, the focus was on health in an effort to ensure that the City had health care provider where services were uninterrupted, by offering a broad network of access for doctors, specialists and hospitals everywhere City employees lived and worked. The City wanted a provider that offered excellent services and support for employees with health concerns through a transitional care program and to achieve this with the lowest possible cost to the employees and the City. Optima Health, the local carrier owned by Sentara, provided the overall best comprehensive proposal that achieved those goals. Optima Health offered a broad network of providers with area hospitals participating; as well as the employees’ current physicians and/or specialists currently used would remain in network. Optima Health was committed to helping the employees’ transition with minimum disruption and demonstrated excellent services and came highly recommended from neighboring localities, while achieving this at a lower cost compared to the Anthem renewal. Again, some of the highlights were as follows:
✓ Established local carrier owned by Sentara

✓ Broad network with local health systems in-network and nationwide access
  • Riverside Health System
  • Sentara CarePlex, and all Sentara facilities and medical groups
  • Children’s Hospital of the King’s Daughters
  • Bon Secours Mary Immaculate Hospital
  • Access in all 50 states through national PHCS network
  • Minimal disruption to members
  • Lower cost compared to Anthem renewal
  • Pharmacies services included: Walmart, Walgreen, and CVS

✓ Excellent service highly recommended by neighboring localities
  • City of Chesapeake
  • City of Norfolk
  • City of Portsmouth
  • City of Virginia Beach

Ms. Davis advised that several Optima Health Open Enrollment information sessions would be held beginning Tuesday, October 1, 2019. 2020 Employee Open Enrollment was October 14 – 28, 2019, as Optima Health would take effect on January 1, 2020. The Open Enrollment Highlights were as follows:

OPTIMIZE YOUR benefits:

• Two (2) Optima Health plans would be offered
• Optima Health would administer Health Saving Account (HSA) and Flexible Spending Account (FSA)
• Dental provider remained Delta Dental
• Vision provider remained VSP (Vision Provider)
• No change to fitness or Short-Term/Long Term Disability

Ms. Davis advised that Ms. Susan Goodwin would provide information on the retirees Open Enrollment Highlights along with the financial impact of the Optima Health transition. Ms. Goodwin shared that the Pre-65 2020 Retirees Open Enrollment was November 1 – 30, 2019. She advised that the plan changes were implemented and had gotten positive feedback back from the retirees.
OPTIMIZE YOUR benefits:

- Pre-65 retirees health insurance would also transition to Optima Health
- No change to Pre-65 plans and rates decreasing
- Post-65 provider remained Humana
- No change to fitness centers

Ms. Goodwin noted the financial impact was as follows:

- Anthem renewal was $1.2 million higher than Optima Health plans
- Optima Health also offered:
  - Substantial performance guarantees
  - $100,000 transitional allowance
  - $200,000 wellness credit
  - $25,000 One City Marathon sponsorship

Ms. Goodwin advised of the 2020 Health Insurance Cost Increases as follows:

- Anthem  8%
- Optima   5%

Councilwoman Cherry inquired whether there was a penalty for leaving Anthem and what was the reason for the transitional allowance. Ms. Goodwin replied the City went through the procurement process, and the change would take effect January 1, 2020. The transitional allowance was available in case something did not go well with the transition. City Manager Rohlf indicated the City hoped not to use the $100,000 transitional allowance; however, it was available if needed. She advised that Anthem was at the end of its five (5) year contract and had an opportunity to bid through the procurement process. Ms. Goodwin shared that Optima Health brought a lot to the table and were showed their commitment to success. She expressed excitement about the new partnership with Optima Health.

Ms. Goodwin introduced Ms. Stacy Fuqua, Director, Optima Health Plan and Client Development and Ms. Amy Burgoyne, Senior Client Executive, Optima Health to share additional information on the new health plan and answer questions.

Ms. Fuqua thanked the City for its confidence and opportunity in choosing Optima Health to provide excellent health care coverage, and were excited about the partnership and being able to serve City employees, retirees and family members beginning January 1, 2020. She thanked the City for choosing Optima Health. This would be an informational presentation about the services that Optima Health provided and commitment to the City and were available to answer
questions. The mission of Optima Health was to improve health every day. As a division of Sentara Healthcare, it was engrained in Optima Health to improve health care and take care of its members/patients, try to align the mission with the City and look for ways to better serve a community partner. Optima Health was an experienced partner with a long-term partnership in Hampton Roads, serving over 500,000 members throughout the Commonwealth of Virginia, which included government programs, employer group programs, individual policies, school systems and other localities. Optima Health was happy to begin serving the City of Newport News on January 1, 2020. One thing that made Optima Health successful in the Hampton Roads area were partnerships and the ability to develop and sustain long-term relationships with their employer groups, from the provider network prospective through all the major hospital systems (Sentara Healthcare, Sentara CarePlex, Riverside Health System, Bon Secours, Mary Immaculate Hospital, Children’s Hospital of The King’s Daughters, and more) over 30,000 providers’ in-network across the Commonwealth of Virginia.

Councilwoman Cherry inquired about the PPO plan. Ms. Fuqua replied it was Point-of-Service Plan which acted exactly like a PPO, there would be no referral on the in-network providers and there was an in-network and out-of-network benefit. Councilwoman Cherry questioned whether the employees had to go to the providers within the Optima Health network or would there be an extra cost to go out-of-network to stay with their doctors. She inquired about how to keep their doctors and pay in-network cost. Ms. Fuqua replied, outside of the 30,000 providers, the cost would go up with out-of-network providers and the employee would be responsible for the additional cost. After reviewing the services and providers of the City, Optima Health believed that with the in-network providers there would be no disruption with the broad access of providers for employees and retirees. Councilwoman Cherry indicated that there was the potential that if an employee’s doctor was out-of-network that their premium would be higher. Ms. Fuqua replied yes, that was correct under the PPO plan. City Manager Rohlf advised that the comparisons were done and asked Ms. Goodwin to respond. Ms. Goodwin replied 99% of the providers were in-network. Ms. Fuqua indicated, if there was a provider not in-network that Optima Health would work with that provider to get them in-network.

Councilwoman Scott questioned whether the prescription plan was on tiers, $10/$20/$30 up to $50 and how did Optima Health prescription plan work compared to Anthem’s? Ms. Burgoyne replied, that as part of the procurement process, the City put forth the plan design and asked the bidder whether the plan design would be able to be administered. They would have the same prescription plan tiers and would work the same as Anthem with minimal differences. The tiers should remain the same with $10/$30/$50 with some minor differences. Councilwoman Scott inquired about the differences and no generic uses, only formulary. Ms. Burgoyne replied that some employees may choose to take the higher cost brand, and if there was a generic available,
that person would pay the difference between the generic and name brand, which was the way the City’s current plan was set-up.

City Manager Rohlf advised that the City had set the rate, and Optima Health only administered the City’s plan. Councilwoman Scott shared that she believed the whole idea was to do something different. She did not realize that the City had requested to have the same plan replicated. Ms. Goodwin replied the City had Optima Health review what Anthem offered and wanted to give the employees the best benefit at the lowest cost. The plan would be administered by Optima Health on the City’s behalf. City Manager Rohlf reiterated it was the City’s plan and took into consideration the cost and the benefits to the employees.

Ms. Fuqua advised that Optima Health offered a National Provider Network through a company called PHCS. When employees received their ID card, the PHCS logo would be on the back of the card and communication material informing employees that there was a National Provider Network available if they were to seek care outside of the Hampton Roads area. Optima Health vision was to become a long-term partner by serving the City and its employees with:

- Exceptional service
- Smooth transition of care process – Attending all of the City’s open enrollment meetings and retiree meetings
- Customized Benefit Plans – Administer the City’s benefits and could customize plans based on the City’s needs
- Supporting the City’s wellness program – Help increase engagement
- ID cards by January 1, 2020
- Resources and Information – Call member services and ask a nurse locally, and had a dedicated webpage for the City’s employees (www.optimahealth.com/nvva)

Ms. Fuqua shared the Optima Health Commitment as follows:

- Partnership - Collaboration with the City and engage with the employees
- Affordability - Helping address affordability for the City and employees
- Access - Local and national provider network
- Employee Well-being - Addressing the Physical and Behavioral Health needs of employees and family members
- Performance - Operational Performance and Service Guarantees
Councilwoman Cherry questioned whether employees would receive a list of in-network physicians, and if their physician was not in-network, who should make the initial contact with that physician to see, whether they would consider to becoming an in-network provider. Ms. Fuqua replied network directory was a thing of the past and to find out whether a doctor was in-network would be to call doctor to ask if they accepted Optima Health or visit the website: www.optimhealth.com/nnva at the top of the page there was a link to find doctors. There were pre-filters available to search by Newport News zip codes. Ms. Fuqua noted as Ms. Goodwin had mentioned there was a 99% match. Councilwoman Cherry indicated she wanted to ensure that employees had a way to find the necessary information. Ms. Fuqua replied that employees could also call Optima Health to do the homework on their behalf. Councilwoman Cherry advised that was what she wanted to hear, that personal assistance would be available to the employees.

III. 60th Street Water Tanks Demolition Update

Ms. Cynthia Rohlf, City Manager, introduced Mr. Louis Martinez, Director, Department of Waterworks, to provide the 60th Street Water Tanks Demolition Update (a copy of the presentation “60th Street Water Tanks Demolition, September 24, 2019” is attached and made a part of these minutes).

Mr. Martinez advised of the reason for the 60th Street Water Tanks demolition was due to aging infrastructure. He shared that the neighborhood notification area would be notified with door hangers. The Newport News Waterworks Department advised that the elevated water tank and the ground storage tank in the neighborhood were being demolished. The project would begin late summer/fall 2019 with a completion of summer 2020. This project would not affect drinking water.

Mr. Martinez advised that the Newport News Waterworks had two (2) storage tanks at the 60th Street complex: a one million gallon, steel elevated storage tank built in the 1930’s and a three million gallon, concrete ground storage tank built in 1918. The water industry guidelines suggest that water tanks approaching 100 years in operation had reached the end of their useful service lives. Both tanks were taken out of service in 2017.

Mr. Martinez shared how this would impact the neighborhood. He advised that crews would be seen on-site demolishing and disassembling the tanks and removing debris from the site. Citizens should expect temporary changes to traffic patterns on Warwick Boulevard and additional construction traffic. Additional noise and/or dust may be experienced in close proximity to the construction site. The water would not be affected.
Mr. Martinez provided a summary of the 60th Street Asset Reclamation Project as follows:

- The two tanks at the 60th Street and Warwick Boulevard Complex had been in operation for nearly 100 years.
- They were functionally obsolete and were at the end of their useful service lives.
- Beginning in fall 2019, both tanks would be demolished. The demolition period would span from fall 2019 through spring 2020.
- During demolition there may be inconveniences to neighbors due to noise, dust, additional construction traffic, and temporary changes to traffic patterns on Warwick Boulevard.
- The Waterworks Department was committed to doing everything they could to minimize any inconvenience and disruption to the neighborhood.

Mr. Martinez advised that the Newport News Waterworks Department was committed to doing everything to minimize any inconvenience and disruption to the neighborhood and encouraged citizens to contact the office if they had any questions about the project. The Newport News Waterworks Department could be reached at 757-926-1000.

Councilman Jenkins questioned whether there were any offices or warehouse structures that would be demolished. Mr. Martinez replied there was an old meter shop that was still being used. That building would not be demolished at this time because the Voter Registrar’s voting machines were being stored until a location could be secured to relocate the voting machines, the building would remain. He advised there was also some piping in the area which was like spaghetti because the area was built so long ago. This building was built in 1923. Some of the piping would be capped off and some of the pipe construction changed. Once the Voter Registrar’s office secured a location to store the voting machines, the building could be demolished.

Councilwoman Cherry thanked Mr. Everett Skipper in advance as he would be presenting at the “Your Voice Matters” South District Town Hall Meeting on October 10, 2019, 6:00 p.m. – 7:30 p.m. at the Midtown Community Center (570 McLawhorne Drive) to discuss the Huntington Heights traffic calming concerns. She hoped that the work would be done with minimum traffic and noise in the Huntington Heights. Mr. Martinez replied the work would be done during daylight hours. No work would be done at night. He also shared no work would be done during rush hour traffic.
IV. Comments / Ideas / Suggestions

Councilwoman Cherry advised that a constituent at her “Your Voice Matters” South District Town Hall Meeting inquired about Brooks Crossing and whether there were brochures available to distribute in the community to provide specific information about what was in Brooks Crossing Innovation Center and when classes would be offered. City Manager Rohlf replied that she had seen various information but not the details. Ms. Kingston advised that they were making sure that there was an internal calendar for all of the partners. Staff would work with HRCAP to get the internal calendars open and available to the public. Councilwoman Cherry shared that citizens know the Brooks Crossing Innovation Center was there, but did not have the necessary information (i.e. hours of operation, what type of classes, training or programs offered). Vice Mayor Vick mentioned that Old Dominion University (ODU) staffed the Brooks Crossing Innovation Center. Ms. Kingston replied that ODU would need additional staff as some of the programs would take place late evenings or at night because children were in school. All involved were trying to come together and find the best way to distribute the information. City Manager Rohlf advised everything to engage was being done; unfortunately, everyone could not be reached. She encouraged people to reach out to the City Manager’s office and the City for additional information.

Councilwoman Woodbury advised that she met with Ms. Carrie Cox, Community Activist, who shared information on a program entitled “Putting Communities Together, Inc.” and she was impressed by the program (a copy is attached and made a part of these minutes). Ms. Cox was from Richmond and worked with young people and knew and worked with Police Chief Steve Drew. Councilwoman Woodbury stated Ms. Cox informed her that she attended City Council meetings. She requested that each City Council member and the City Manager and staff be provided with a copy of the packet of information.

Councilwoman Woodbury shared brochures of the Virginia Air and Space Museum and indicated that she had visited numerous times. The Virginia Air and Space Museum worked with the Newport News Public Schools STEM Programs. She requested that Ms. Lisa Cipriano provide any information on what had been provided to the Virginia Air and Space Museum in the past and asked whether funding was available in the City Council contingency fund. She requested the City Council consider providing funding from the contingency fund or community support funds to support the efforts of the Virginia Air and Space Museum and its STEM Programs. She shared additional information from Mr. Robert R. Griesmer, Executive Director/CEO, Virginia Air and Space Museum and funding history. Councilwoman Woodbury requested that City Council review the information provided, request a tour, and make a decision at the October 22, 2019 City Council Work Session (a copy is attached and made a part of these minutes). Councilwoman Cherry questioned the amount of funding requested by the Virginia Air and Space
Museum. Councilwoman Woodbury replied funding for the expansion and operation of the STEM Program. She reiterated that Virginia Air and Space Museum provided services for Newport News Public Schools as well and requested support for $50,000 between the two contingency funds.

City Manager Rohlf introduced and welcomed the City's new Human Resources Director, Ms. Karen Witherspoon.

V. Closed Meeting

(5:41 p.m. – 5:55 p.m.)

THERE BEING NO FURTHER BUSINESS
ON MOTION, COUNCIL ADJOURNED 5:55 P.M.

Zina F. Middleton, MMC
Chief Deputy City Clerk

McKinley L. Price
Mayor
Presiding Officer

A true copy, test:

City Clerk
F. Consent Agenda

3. Minutes of the Special Meeting of September 24, 2019

ACTION: • N/A

BACKGROUND: • N/A

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Minutes of Special Meeting for September 24, 2019
MINUTES OF SPECIAL MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE 10TH FLOOR CONFERENCE ROOM
2400 WASHINGTON AVENUE
September 24, 2019
5:40 P.M.

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

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

OTHERS PRESENT: Cynthia Rohlf; Collins Owens; Mabel Washington Jenkins; Darlene Bradbury; Alan Archer; David Freeman; Ralph Clayton; 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 purpose:

(1) To call a closed meeting pursuant to Section 2.2-3711(A) of the Code of Virginia, 1950, as amended, subsection: (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 subjects of which are the disposition of publicly owned real property in the central section of the City; and (7) a consultation with legal counsel pertaining to actual and probable litigation, where such consultation in open meeting would adversely affect the negotiating posture of the public body, the subjects of which are cases involving anti-trust, tort, and tax claims.

Councilman Harris moved for a closed meeting under section and reason cited above; seconded by Councilwoman Cherry.

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

(Closed Session 5:41 p.m. – 5:55 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 Councilwoman Woodbury.

Vote on Roll Call:
Ayes: Price, Scott, Vick, Woodbury, Cherry, Harris, Jenkins
Nays: None
THERE BEING NO FURTHER BUSINESS,
ON MOTION, COUNCIL ADJOURNED AT 5:55 P.M.

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, testa:
City Clerk
CERTIFICATE OF CLOSED MEETING

MEETING DATE: September 24, 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: Price, Scott, Vick, Woodbury, Cherry, Harris, Jenkins
NAYS: None
ABSTENTION: None

ABSENT DURING VOTE: None

ABSENT DURING MEETING: None

ATTEST:

Mabel Washington Jenkins, MMC
City Clerk
F. Consent Agenda

4. Minutes of the Regular Meeting of September 24, 2019

   ACTION:  • N/A

   BACKGROUND:  • N/A

   FISCAL IMPACT:  • N/A

ATTACHMENTS:
Description
Minutes of Regular Meeting for September 24, 2019
MINUTES OF REGULAR MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE CITY COUNCIL CHAMBERS
2400 WASHINGTON AVENUE
SEPTEMBER 24, 2019
7:00 P.M.

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

ABSENT: None

A. Call to Order

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

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

B. Invocation

The invocation was rendered by Reverend Michael J. Adams, First Baptist Church Newport News.

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

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Price.

D. Presentations

1. Proclamation: Fire Prevention Week – October 6 – 12, 2019

Chief Jeffrey Johnson, Newport News Fire Department accepted the Proclamation. He was accompanied by Assistant Chief Anthony Jackson; Public Education Coordinator Lisa King; Lieutenant Steve Gray; Firefighter Robert Lee; Firefighter Kirk Brown; Firefighter Nicole Carter; and Firefighter Brandon Spiers.

Mayor Price indicated that fire was a serious public safety concern. He stated that people were at the greatest risk of fire in their homes. He further stated that home fires killed more than 2,630 people in the United States in 2017. The majority of deaths from fire occurred at home.
D. Presentations

1. Proclamation: Fire Prevention Week – October 6 – 12, 2019

Mayor Price advised that residents who planned and practiced a home fire escape plan were more prepared and would be more likely to survive a fire. He stated that working fire alarms cut the risk of dying in reported home fires in half.

Mayor Price further advised that the City of Newport News’ First Responders were dedicated to reducing the occurrence of home fires and home fire injuries through prevention, protection, and education. The 2019 Fire Prevention Week theme, “Not Every Hero Wears a Cape!” effectively served as a reminder to take personal steps to increase our safety from fire.

Mayor Price, on behalf of his colleagues on the Newport News City Council, proclaimed the week of October 6-12, 2019 as Fire Prevention Week and urged all citizens to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of the Newport News Fire Department.

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

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. This resolution authorized 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. The plan amendment recommended community commercial uses, which was 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. The City Manager recommended approval.

(No registered speakers)

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

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 Continued

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

Councilwoman Woodbury moved adoption of the resolution as shown above; seconded by Councilman Harris.

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

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, and 37 Sweetbriar Drive

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. This resolution authorized 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, and 37 Sweetbriar Drive. The plan amendment recommended high density residential to support the expansion of existing Christopher Newport University student housing in the area. The property was 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. 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: Price, Scott, Vick, Woodbury, Cherry, Harris, Jenkins
Nays: None
E. Public Hearings Continued

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, and 37 Sweetbriar Drive Continued

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

Understanding the quality of work that CNU does with regard to structures and building, and changing the land use map designation from Low Density Residential to High Density Residential, Councilwoman Cherry inquired whether neighbors in the surrounding community were contacted to advise of the possibility of the construction of another structure.

City Manager Rohlf asked Ms. Sheila McAllister, Director, Department of Planning, to address the issue.

Ms. McAllister advised that the neighbors were notified. She had spoken with a few of the neighbors who anticipated a re-zoning in the area and looked forward to CNU coming into the area.

Councilwoman Cherry questioned whether there had been any negative impact with the dorms or students within the community. Ms. McAllister replied that she was not aware of any negative impact.

Councilwoman Cherry questioned whether there was data on calls for service by CNU or the Newport News Police Department (NNPD) regarding the dorms or activity in the area. Ms. McAllister replied that she was not aware of any activity. City Manager Rohlf added that Chief Drew, NNPD, also signaled there had been no calls for services for negative activity in the dorms.

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

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

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. This resolution authorized Plan Amendment PLN-2019-0003, to the One City One Future Comprehensive Plan 2040 Land Use Map Designation
E. Public Hearings Continued

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 Continued from Regional Commercial to Industrial for approximately 40 acres at 2200 Terminal Avenue, 520-21st Street, and 1511 Harbor Lane. The Marshall Ridley Choice Neighborhood Transformation Plan recommended the site be used for economic development to create jobs for the residents of the community, which was 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. The City Manager recommended approval.

(No registered speakers)

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

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

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

Vice Mayor Vick advised this was a great opportunity for the zoning change, as the City looked at the future, so that workforce development and job creation could be an important part of the area.

Councilwoman Cherry questioned, with regard to what was being built, whether it would come up to Jefferson Avenue or only at Terminal Avenue. She inquired whether the frontage at Jefferson Avenue would be something industrial. City Manager Rohlf replied there were no plans for the development but would be taken into consideration in terms of the location. It would be recommended that any development not come to the forefront.

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

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

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. This resolution authorized Plan Amendment PLN-2019-0004, to the One City One Future Comprehensive Plan 2040 Land Use Map Designation from Industrial to Regional Commercial for 1200 Jefferson Avenue. The plan amendment recommended Regional Commercial uses, which were 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. The City Manager recommended approval.

(No registered speakers)

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

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

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

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

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.

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. This ordinance authorized and directed 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. The City leased a portion of the Menchville Marina to a private tenant through which
E. Public Hearings Continued

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 Continued

services were provided to the watermen and boaters utilizing the marina. The lease was 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 presented a thorough management and service plan for Menchville Marina, provided significant cost savings to the City, enhanced the level of service at Menchville Marina, and supported and grew the marina’s role as a thriving working waterfront. The City Manager recommended approval.

(No registered speakers)

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

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

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

Councilman Harris inquired whether the City had been responsible for the maintenance initially. City Manager Rohlf responded the City leased the property. There were some things the City was responsible for and some things the previous contractor had responsibility for in term of the operations.

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

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 Service, LLC, for Parcel 7 of the Newport News Seafood Industrial Park

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. This ordinance authorized and directed
E. Public Hearings Continued

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 Service, LLC, for Parcel 7 of the Newport News Seafood Industrial Park Continued

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. Blue Harvest Marine Services, LLC (Blue Harvest) was the Lessee of Parcel 7 and adjoining Parcel 8C in the Seafood Industrial Park (SIP). The lease between the City and Blue Harvest for Parcel 7 would expire October 31, 2019. Blue Harvest owned and operated 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 unloaded and packed for processing and export several line vessels landing tuna, swordfish, and other mid-water depth fish. Blue Harvest had been an exemplary tenant and was in compliance with its SIP Leases. The City Manager recommended approval.

Mr. Gene Bergson, 33 West Smith Neck Road, Dartmouth, Massachusetts, was available to answer any questions.

Vice Mayor Vick moved closure of the public hearing; seconded by Councilman Harris.

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

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

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

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 Service, LLC, for Parcel 8C of the Newport News Seafood Industrial Park

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. This ordinance authorized and
E. Public Hearings Continued

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 Service, LLC, for Parcel 8C of the Newport News Seafood Industrial Park Continued

directed 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. Blue Harvest Marine Services, LLC (Blue Harvest) was the Lessee of Parcel 8C and adjoining Parcel 7 in the Seafood Industrial Park (SIP). The lease between the City and Blue Harvest for Parcel 8C would expire October 31, 2019. Blue Harvest requested a five (5) year lease of Parcel 8C to continue its seafood operations in Newport News. Blue Harvest owned and operated 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 unloaded and packed for processing and export several line vessels landing tuna, swordfish, and other mid-water depth fish. Blue Harvest had been an exemplary tenant and was in compliance with its SIP Leases. The City Manager recommended approval.

Mr. Gene Bergson, 33 West Smith Neck Road, Dartmouth, Massachusetts, was available to answer any questions.

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

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

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

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

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

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
E. Public Hearings Continued

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

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. This ordinance granted a utility easement over City-owned property, located at 701 Jefferson Avenue, to facilitate the installation of a transformer and underground cable. 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 (d/b/a Dominion Energy Virginia). The easement was 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 recommended approval.

(No registered speakers)

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

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

Vice Mayor Vick moved adoption of the ordinance as shown above; seconded by Councilman Jenkins.

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

F. Consent Agenda

Councilwoman Woodbury moved adoption of the Consent Agenda, Items 1 through 4, all inclusive, as shown below; seconded by Councilman Harris.
F. Consent Agenda Continued

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

(No registered speakers)

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

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

(No registered speakers)

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

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

(No registered speakers)

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

4. Resolution Canceling the October 8, 2019 Regular Meeting of the Newport News City Council

A SPECIAL RESOLUTION CANCELING THE REGULAR COUNCIL MEETING OF OCTOBER 8, 2019. This resolution canceled the October 8, 2019 Regular Meeting of the Newport News City Council. The Newport News City Charter stated that the City Council shall have regular meeting at least once per month. City Council requested to cancel its Regular Meeting of October 8, 2019, as there would not be a quorum of the City Council available to conduct the meeting on this date. The Newport News City Code, Chapter 2, Section 2-21, allowed changed to the City Council meeting schedule pursuant to special resolutions of the Council. In compliance with the City Charter and City Code, there would be one (1) regular scheduled meeting of the Newport News City Council on October 22, 2019. The City Manager recommended approval.

(No registered speakers)

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

1. Motion Designating City Council’s Voting Delegates and Alternate Delegate to the Virginia Municipal League (VML)

A request that City Council designate, by motion, the City’s voting delegates (2) and one alternate for the Virginia Municipal League (VML) Business Meeting. The 2019 VML Annual Conference was scheduled October 6, 2019 - October 8, 2019, in Roanoke, Virginia. VML’s Business Meeting would occur on Tuesday, October 7, 2019 during the conference at the Hotel Roanoke and Conference Center (110 Shenandoah Drive, NW, Roanoke, Virginia). In accordance with the operating procedures of the League’s Constitution, each locality was required to select one (1) delegate to vote per 100,000 population, rounded up to the nearest 100,000. The City of Newport News’ population exceeded 181,000, according to the Weldon Cooper Center’s 2018 estimates, requiring City Council to select an official delegate, and an alternate delegate. The names of the individuals must be submitted by September 27, 2019 to certify the City’s voting appointees during the conference.

(No registered speakers)

Councilwoman Scott moved to designate Vice Mayor Tina Vick and Councilwoman Patricia Woodbury as the City’s Voting Delegates, and Councilman David Jenkins, as the Alternate, at the VML Annual Conference Business Meeting; seconded by Councilman Harris.

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

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

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. This ordinance amended and reordained the 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. This was a request to adopt an ordinance amending the 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. This street was administratively approved for inclusion into the RPPP and had been implemented with the installation of regulatory signage. This item was required for the adoption of the ordinance.
G. Other City Council Actions Continued

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 Continued

change that officially included Scott Road into Section 26-226 of the Motor Vehicles and Traffic Code. 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 recommended approval.

(No registered speakers)

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

Councilwoman Cherry stated the residents of the Huntington Heights neighborhood had the program at one time. They were impacted by the Newport News Shipyard and the Navy. She inquired whether the program would be discussed at the October 10, 2019 meeting. City Manager Rohlf advised that the Residential Parking Permit Program was still in existence. She called on Mr. Everett Skipper, Director, Department of Engineering, to respond.

Mr. Skipper replied, within Huntington Heights, there was an extensive number of streets that were a part of the Residential Parking Permit Program. Engineers inquired whether there were others that should be considered, and if so, residents were to bring forward the information so that the Department of Engineering could begin the process. He indicated the process involved completing a number of studies to determine whether or not the program was appropriate, and if so, an administrative procedure of installing signs, and coming to City Council for approval once done. The request had been made and administrative approvals granted for the ordinance before City Council. The impact was through the local Little League, as the street was immediately adjacent to ball fields. There had been significant issues, studies were done, were approved, and was before City Council for consideration. Councilwoman Cherry inquired about the ramifications for those who were allowed to park in a permitted parking area, as it would be tough to enforce. Mr. Skipper replied there was a ticketing and towing process. He was unfamiliar with the detail of that process, but would inquire. City Manager Rohlf promised to obtain the information and bring a report to City Council.

Councilwoman Cherry added that the residents were concerned about making the officers aware that people were not permitted to park in the area, and it was a massive effort to ticket and tow the vehicles. She questioned, the City having certain programs but were difficult to enforce. Mr. Skipper advised that he would attend the October 10, 2019 South District Your Voice Matters Town Hall Meeting, as well as the NNPD, to address the issues.
G. Other City Council Actions Continued

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 Continued

City Manager Rohlf promised to bring a more in-depth report in terms of the enforcement.

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

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

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 38, STREETS AND SIDEWALKS, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIGINIA, ARTICLE II., WORK ON, OVER, UNDER OR AFFECTING STREETS, SECTION 38-38, LOCATION OF MAIL OR NEWSPAPER BOXES IN STREET. This ordinance amended and reordained the City Code, Chapter 38, Streets and Sidewalks; Article II., Work On, Over, Under or Affecting Streets; Division 1., Generally; Section 38-38, 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. To improve security at local courthouses, the Sheriff’s Office requested an amendment to Section 38-38 Location of mail and newspaper boxes in street. The proposed amendment prohibited 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 recommended approval.

(No registered speakers)

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

Councilwoman Cherry asked for clarity on the matter. City Manager Rohlf replied this was primarily about neighborhood boxes and asked the City Attorney to address the matter.

City Attorney Owens indicated a complaint was received from the Newport News Sheriff’s Office, who were concerned about boxes where magazines and newspapers were placed near the Courthouse. It was difficult to see into parts of the boxes, and were concerned
G. Other City Council Actions Continued

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 Continued

that explosives could be packed inside. He explained that mailboxes were allowed in public rights-of-way as long as they did not interfere with pedestrian traffic on sidewalks. This action would move them 150 feet away from any Federal or State Courthouse.

City Manager Rohlf advised this was a public safety issue.

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

H. Appropriations

Councilwoman Woodbury moved adoption of Appropriations, Items 1 through 4, all inclusive, as shown below; seconded by Councilwoman Scott.

1. Department of Engineering – State Urban Funds for the Canon Boulevard Signal – Oyster Point Access Improvements Project

A RESOLUTION APPROPRIATING FUNDS FROM STATE REVENUE ($161,500.00) TO CANON BOULEVARD SIGNAL – OYSTER POINT ACCESS IMPROVEMENTS PROJECT ($161,500.00). This resolution appropriated $161,500.00 from the Virginia Department of Transportation (VDOT) State Urban Funds for the Canon Boulevard Signal – Oyster Point Access Improvements Project. VDOT had 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 would improve access to Oyster Point Road and I-64, and accentuate motorists’ safety. The appropriation request of $161,500.00 was available from State Urban funds, and $500,000.00 was available from previously appropriated Urban Programmatic Agreement funds. No City matching funds were required. The City Manager recommended approval.

(No registered speakers)

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

2. Department of Engineering – Federal Transportation Alternative Grant Funds for the Chesapeake Avenue Bike Trail and Sidewalk Project

A RESOLUTION APPROPRIATING FUNDS FROM FEDERAL REVENUE ($168,086.00) TO CHESAPEAKE AVENUE BIKE TRAIL AND SIDEWALK PROJECT ($168,086.00). This resolution appropriated $168,086.00 in Federal Transportation Alternative Grant Fund for the Chesapeake Avenue Bike Trail and Sidewalk Project. VDOT had identified and was providing $168,086.00 of surplus Federal Transportation Alternatives (TA) funds to the Chesapeake Avenue Bike Trail and Sidewalk Project. The City had provided matching funds beyond the grant requirement. No additional City match was required. The project was complete. This grant would allow reimbursement of City General Obligation Streets and Bridges funding used for the project. The City Manager recommended approval.

(No registered speakers)

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

3. Department of Engineering – FY 2020 Bond Authorization, Streets and Bridges Category for The Transportation Safety Improvement Programs

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED ($2,575,000.00) TO BRIDGE AND CULVERT REPAIRS ($515,000.00), ONE ACCESSIBLE CITY – PEDESTRIAN, BICYCLE AND ROAD SAFETY ENHANCEMENTS ($500,000.00), BRIGHT LIGHTS, SAFE NIGHTS STREET LIGHTING PROGRAM ($449,000.00), TRAFFIC SIGNAL UPGRADE AND INSTALLATION ($325,000.00), NEIGHBORHOOD ENHANCEMENT PROGRAM ($300,000.00), UNDERGROUND UTILITIES ($300,000.00) AND CITY CENTER LED STREETLIGHT CONVERSIONS ($186,000.00). This resolution appropriated $2,575,000.00 from the FY 2020 Bond Authorization Streets and Bridges Category for the Transportation Safety Improvement Program. Transportation Safety Improvement Programs were annual initiatives included in the Streets and Bridges Capital Improvements 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 Enhancements Program; the Annual Utilities Undergrounding Program; and the City Center LED Streetlights Conversion Project. Total funding request for transportation safety improvements was $2,575,000.00. Funding was available from the Streets and Bridges Category of the FY 2020 Bond Authorization. The City Manager recommended approval.

(No registered speakers)
H. Appropriations Continued

3. Department of Engineering – FY 2020 Bond Authorization, Streets and Bridges Category for The Transportation Safety Improvement Programs Continued

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


   A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED ($4,963,000.00) TO STORMWATER IMPROVEMENTS PROJECT ($4,963,000.00). This resolution appropriated $4,963,000.00 in General Obligation Bond Funds for four (4) FY 2020 Citywide Stormwater Projects. The improvements would improve the stormwater infrastructure, alleviate flooding, and improve water quality within the City. J. Clyde Morris Boulevard Drainage Improvement – The improvements included $2,930,000.00 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 included $1,400,000.00 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 included $585,000.00 to rehabilitate and improve the storm sewer system along a portion of Huxley. Stormwater Pump Station #41 Renovations Project - The improvements included $48,000.00 to improve Pump Station #41, which helped control stormwater elevations in the Brick Kiln Creek watershed. An additional $1,437,000.00 of FY 2020 Capital funds had been approved for this project. The City Manager recommended approval.

   (No registered speakers)

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

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

   Mr. Antonio Thompson, P. O. Box 413, Newport News, quoted Bible scriptures from 1 Thessalonians 4:16, alluding to United States President, Donald Trump, being the Trump of God, and 1 Corinthians 15:52. He advised that United States President, the Honorable Donald Trump, would be re-elected in 2020, and he would prevail against those calling for his impeachment.
I. Citizen Comments on Matters germane to the Business of City Council
   Continued

   Mr. Thompson praised the NNPD Chief, Steve Drew. After Mayor Price stepped
down, Mr. Thompson gave Chief Drew his support 100%.

   Ms. Pam Hall, indicated that $2.8 million was allocated, but never appropriated
for the design of Huntington Middle School, gave her the feeling that City Council’s word was
not credible. She stated that good relationships were built on trust and transparency. Constant
delay in allocating and appropriating the funding for Huntington Middle School was a disservice
to all of the citizens of Newport News. Based on statements by School Board Members, she was
of the opinion that the lack of appropriation may cause an exodus of seasoned teachers and
families due to the overcrowding of the two middle schools closest to shuttered Huntington
Middle School, and where the students zoned for Huntington Middle School would have been
sent.

   Ms. Hall indicated, when the $30 million CNI grant was received, City Manager
Rohlf assured HUD Secretary, Ben Carson, that there would be a new Huntington Middle School
in the Southeast Community, which was located outside of the CNI Marshall-Ridley designated
area.

   Ms. Hall advised that Warwick High School would need to be addressed within a
ten (10) year period. As a citizen of the Southeast community, she indicated that she had no trust
in the words of City Council that Huntington Middle School would be pushed aside for
replacement of Warwick High School. She stated funds entrusted by the citizens had not
benefited all citizens equally. Dangling futuristic visions that would not come to fruition for ten
(10) or more years was not acceptable. Citizens needed to see change immediately in the
Southeast Community, and Huntington Middle School should be paramount.

   Mr. Adrian Whitcomb, 316-54th Street, Newport News, addressed City Council
on the topic of City Farm. He reminded that he had come before City Council to discuss the
matter for some time. He continued to seek access to the former City Farm property. He knew
there remained functions of the local government that were still taking place. He encouraged
other avenues. He was aware that there had been a delay in moving items to other locations.
Considering that the former City Farm property was a park, Mr. Whitcomb indicated it should be
opened as soon as possible.

   Mr. Whitcomb expressed his desire for an Advisory Group working with the
City’s Department of Parks, Recreation, and Tourism to make plans for specific items to go in the
Park.

   Mr. Whitcomb shared that he had been addressing City Council for three years
about the City Farm and had only missed four meetings in three (3) years. He knew when City
Council got a mind to do things, they could be done. He encouraged members of City Council to
get things moving regarding access to the former City Farm property.
I. Citizen Comments on Matters Germaine to the Business of City Council Continued

Mr. Whitcomb reminded that he had encouraged other citizen to attend City Council meetings, and to be polite, be prepared, and to be persistent. He asked for City Council’s assistance to get things done.

Mr. John Gergely, 449 Winterhaven Drive, Newport News, advised that City Manager Rohlf Manager held a Lee Hall Area Plan (a revamped plan to guide growth in Lee Hall) meeting on Monday, July 22, 2019, 7:00 p.m., at the Newport News Fire Training Center (17300 Warwick Boulevard) regarding Lee Hall Plantation. Mr. Gergely indicated there was a great deal of excitement and enthusiasm. He wrote an article entitled “Upscale Living at Endview Plantation” for realtors to use once the area was marketed (a copy is attached and made a part of these minutes).

Mr. Anthony Fiscella, 403 Riverside Drive, Newport News, reminded that the world hosted approximately 14,000 nuclear weapons, many of which were more devastating than bombs dropped on Hiroshima and Nagasaki 74 years prior. Hypersonic weapons were developed that could reduce the time at which advance notice was received to an attack. The California Joint Assembly passed a resolution calling for the elimination of nuclear weapons and was called an intolerable risk. Mr. Fiscella reminded that Mayor Price signed a Resolution of Support, “Mayors For Peace” on July 1, 2019 during the 86th Annual Meeting of the U. S. Conference of Mayors in Honolulu, Hawaii, calling on all presidential candidates to make known their position on nuclear weapons, and to pledge U.S. global leadership in preventing nuclear war, returning to diplomacy, and negotiating the elimination of nuclear weapons (a copy of the resolution is attached and made a part of these minutes).

Mr. Fiscella urged members of the Newport News City Council to join the campaign for the elimination of nuclear weapons and call for the adoption of the Treaty on the Prohibition of nuclear weapons by the United Nations.

Reverend James W. Brown, 46 Whetstone Drive, Hampton, extended congratulations to City Council on the endeavors and plans to make Newport News the best City, economically sound. He sought assistance from City Council to make the NNPS better. In looking at the maintenance and work needed on the schools, Reverend Brown was baffled how the schools reached this dilapidated point. As the City grew, he advised that the environment in which the children were educated, and the safety of the NNPS, were all important. He urged City Council to focus more on educating the youth. He was unsure whether the $2.8 million was set aside for the NNPS, but advised if a building was constructed, there must be plans, work had to be demolished, and the ground prepped. Reverend Brown indicated the $2.8 million could be a start to rebuilding Huntington Middle School. He advised if construction was not started soon, the cost would escalate and exceed $50 million. Construction costs would increase annually by three to four percent (3-4%) in materials and work.
J. Old Business, New Business and Councilmember Comments

Mayor Price extended kudos to the Employee Pride Task Force (EPTF) on the Employee Appreciation Picnic, held Tuesday, September 17, 2019, at Newport News Park (13560 Jefferson Avenue).

Mayor Price advised that he attended a Gala celebrating the 72nd Birthday of the United States Air Force, held Saturday, September 21, 2019, 6:00 p.m., at the Hampton Roads Convention Center (1610 Coliseum Drive, Hampton).

Councilwoman Scott thanked the citizens for their attendance and participation and voicing their opinions and concerns.

Councilwoman Scott extended congratulations to Holy Tabernacle Church of Deliverance, and Bishop Kermit Jones (14742 Warwick Boulevard) on celebration of their 64th Church Anniversary, on Sunday, September 22, 2019.

Councilwoman Scott extended congratulations to the American Legion, Braxton-Perkins Post #25, on the Celebration of their 100th Anniversary. A Centennial Gala was held on Saturday, September 14, 2019, 5:30 p.m., at the Newport News Marriott at City Center (740 Town Center Drive).

Councilwoman Scott extended congratulations on a successful Sister Cities Newport News Golf Tournament, held on Friday, September 20, 2019, at the Newport News Golf Course, Deer Run. She expressed appreciation to the many businesses, leaders, and citizens for participating to ensure its success.

Councilwoman Scott extended thanks and congratulations for a successful Denbigh Day Parade. The 60th Annual Denbigh Day Parade and Festival was held on Saturday, September 21, 2019, 10:00 a.m. She expressed appreciation to the organizers of the event, as well as the citizens for their continued support.

Councilwoman Scott also thanked the citizens for their attendance and participation at the North District Town Hall Meeting, held on Monday, September 23, 2019, 7:00 p.m., at the Denbigh Community Center (15198 Warwick Boulevard). She thanked the City’s Department Heads for their continued support and attendance, particularly Mr. Frank James, Director, Department of Public Works; Lieutenant Randolph Cupp, Newport News Police Department, North District; and Ms. Angela Hopkins, Senior Planner, Department of Planning; and Ms. Elizabeth McCoury, Redevelopment Project Manager, Department of Development. Councilwoman Scott advised that citizens were interested in what would happen on the Endview property, as well as what would occur with the former Kmart site, as they were ready to get involved.
J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Scott extended thanks to Chief Steve Drew, NNPD, and the department for their hard work as Newport News was experiencing a growing number of senseless crimes in the community. She referenced the murder that took place at an Exxon service station in Denbigh on September 16, 2019. The community was relieved to know that an arrest was made in the crime. Councilwoman Scott thanked Chief Drew and his officers for staying in the forefront of these matters.

Regarding remarks by Councilwoman Scott, Vice Mayor Vick advised that the victim murdered, Mr. Luis Eduardo Zambrana, Jr., was the grandson of former Vice Mayor, City of Suffolk, Mr. Charles Brown. Vice Mayor Vick extended condolences to the family of Mr. Zambrana. She noted that a vigil was held at King Lincoln Park (600 Jefferson Avenue) on Sunday, September 22, 2019, to celebrate the life of Mr. Zambrana, a theater major at Norfolk State University.

Vice Mayor Vick shared that she had the honor to participate in the Newport News/Williamsburg Airport’s first 5K on the Runway, on Saturday, September 14, 2019, 8:00 a.m., at 900 Bland Boulevard. Vice Mayor Vick indicated the event was spectacular. She explained how different three (3) miles appeared on the runway as compared to being in the woods. The event sold out and enjoyed by all participants.

Vice Mayor Vick announced the 6th Year of Girls Camp, was scheduled for Saturday, October 5, 2019, 9:00 a.m. – 4:00 p.m., at An Achievable Dream Middle and High School (5720 Marshall Avenue), for girls 13-18 years of age. She explained that Girls Camp was a day that she and other women came together to pour leadership skills and self-esteem into young girls in an effort to encourage educate, empower, and motivate them about the importance of an education, to have self-respect for themselves and others as they worked to become future leaders, enabling them to stand on their own. Girls interested in registering for the event were urged to contact the City Clerk’s Office at (757) 926-8634 for further details.

Councilwoman Woodbury extended thanks to the Master Gardener’s and everyone responsible for the Go Green Expo on Saturday, September 7, 2019, 10:00 a.m. – 3:00 p.m., at the Brittingham-Midtown Community Center (570 McLawhorne Drive).

Councilwoman Woodbury extended thanks to the American Legion, Braxton-Perkins Post #25, on the Celebration of their 100th Anniversary. A Centennial Gala was held on Saturday, September 14, 2019, 5:30 p.m., at the Newport News Marriott at City Center (740 Town Center Drive). She advised that everyone came away with a sense of the American way of life and feeling lucky for those who sacrificed to enable freedom.

Councilwoman Woodbury advised how impressed she was with the Employee Pride Task Force (EPTF) Employee Appreciation Picnic, held Tuesday, September 17, 2019, at Newport News Park (13560 Jefferson Avenue). Everyone enjoyed the event and expressed the desire to have the picnic at Newport News Park again, and perhaps more than once per year.
J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Woodbury shared that she and her colleagues attended the 12th Annual Lifelong Citizenship Awards Luncheon on Tuesday, September 17, 2019, 10:30 a.m. – 1:00 p.m., at the Brittingham-Midtown Community Center (570 McLawhorne Drive). The annual event honored and celebrated citizens who were ninety (90) years of age.

Councilwoman Woodbury extended congratulations for a successful Denbigh Day Parade. The 60th Annual Denbigh Day Parade and Festival was held on Saturday, September 21, 2019, 10:00 a.m. She was honored to read the Proclamation at the event.

Councilwoman Woodbury advised that she had the honor of giving a welcome at the Grand Opening Ceremony of a new business, Renaissance Wellness Renewed, on Saturday, September 21, 2019, at 751 Thimble Shoals Boulevard. She further advised their services would be needed in the City, as well as the Day Care/Stay at Home services made possible for individuals who desired to remain at home until death.

Councilwoman Woodbury advised that she was honored to attend and participate in the Dedication Ceremony of Walker's Green on Friday, September 20, 2019, 3:30 p.m., hosted by students, faculty, staff, and the Board of Visitors of Christopher Newport University (CNU). A Historical marker along Shoe Lane was made by the City. Ambassador Howard Walker, son of Mr. William Walker, Jr. was present at the ceremony. Walker's Green was the site of the home of William Walker, Jr., a distinguished son of the City of Newport News. Mr. Walker initially opposed the location of CNU on Shoe Lane because it required the taking of land from African-American families.

Councilwoman Woodbury shared how proud she was of Chief Steve Drew, NNPD, and the trust he continues to build with the communities. She referenced the senseless shootings in the community. She referenced the murder that took place at an Exxon service station in Denbigh on September 16, 2019, and the fact that the parent(s) turned their child in for committing the crime, which took a great deal of trust. She applauded Chief Drew for his hard work and dedication.

Councilwoman Woodbury wished Former Newport News Vice Mayor, Madeline McMillan, a Happy Birthday. Mrs. McMillan celebrated her birthday on Tuesday, September 24, 2019.

Vice Mayor Vick recognized and welcomed Reverend Anthony Cooper, Pastor of Miracle Temple Baptist Church (617-32nd Street). She thanked Pastor Cooper for his attendance.

Councilwoman Cherry thanked the citizens for their attendance and participation, and for sharing their thoughts, concerns, and ideas. She also thanked Dr. Cooper, Pastor, Miracle Temple Baptist Church, for his attendance.
J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Cherry extended condolences to Chaplain Stephen Brown (Lead Chaplain, NNPD), on the loss of his aunt, Velois Kelley. She added that the Chaplains were praying with him and for him, and the family.

Councilwoman Cherry extended thanks to City Manager Rohlf for an outstanding and fun Employee Pride Task Force (EPTF) on the Employee Appreciation Picnic, held Tuesday, September 17, 2019, at Newport News Park (13560 Jefferson Avenue). City Manager Rohlf advised the picnic was put on by the EPTF committee, comprised of City staff, who did an excellent job. Councilwoman Cherry extended thanks to all of the City employees, both full and part-time. City Council was thankful for their commitment and dedication to the City of Newport News.

Councilwoman Cherry extended thanks to Chief Jeffrey Johnson and members of the Newport News Fire Department. She reminded that she had recognized all of the 911 operators at a previous meeting and wanted to thank the firefighters for being on the frontline.

Councilwoman Cherry extended thanks to the NNPD for the 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). The ceremony was very inspirational and heartfelt. She thanked Chief Eric Randall for leading the event.

Councilwoman Cherry extended congratulations to the senior residents who celebrated 90 plus years at the 12th Annual Lifelong Citizenship Awards Luncheon on Tuesday, September 17, 2019, 10:30 a.m. – 1:00 p.m., at the Brittingham-Midtown Community Center (570 McLawhorne Drive). Councilwoman Cherry extended a special congratulations to her aunt, Ms. Eleanor Hill, also known as “L.T.”, who was one of the recipients of the Lifelong Citizenship Awards.

Councilwoman Cherry announced that October was Domestic Violence Awareness Month. A Domestic Violence Walk was scheduled for Saturday, September 28, 2019, 10:00 a.m., around City Center, near the Wells Fargo Bank, Canon Boulevard. She encouraged citizens to participate in an effort to show their support of the domestic violence month activity.

Councilwoman Cherry announced, on Saturday, October 19, 2019, the NNPD, South Precinct, would host a Pumpkin Paint and Carve, 12:00 noon – 2:00 p.m., for children and youth, ages 2 – 16. There was no charge for the event, and pumpkins would be provided for all of the children while supplies last.
J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Cherry announced the next Faith, Justice & Community Meeting, hosted by the NNPD, was scheduled for Tuesday, October 1, 2019, 2:00 p.m. - 3:00 p.m. at the NNPD Headquarters (9710 Jefferson Avenue). All Pastors, or anyone in the faith community interested in working with the NNPD, were welcome to attend.

Councilwoman Cherry announced the next meeting of the Homicide Family Support Group, hosted by the Newport News Police Department, was scheduled on Wednesday, October 9, 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.

In conjunction with the Downtown Newport News Merchants and Neighbors Association, Inc., thanked everyone for their support of the successful Back-to-School Community Fest held in August. More than 600 draw-string backpacks and 89 canvas backpacks were assembled and distributed to the children.

Councilwoman Cherry announced that the Downtown Newport News Merchants and Neighbors Association, Inc., in partnership with the James A. Fields House, Inc., would host its Annual Community Fall Fest on Saturday, October 26, 2019, 1:00 p.m. – 3:00 p.m., at 617-27th Street. The event would be free for children, ages 2-17, and would include pony rides, games and prizes. Children must be accompanied by an adult. Parents were urged to allow their children to come dressed in costume to win a prize.

Councilwoman Cherry announced that the next South District “Your Voice Matters” Town Hall Meeting, was scheduled for Thursday, October 10, 2019, 6:00 – 7:30 p.m., at the Brittingham-Midtown Community Center (570 McLawhorne Drive). This would be a follow-up focus on traffic calming measures for the Huntington Heights community. Mr. Everett Skipper, Director, Department of Engineering, and representatives from the NNPD and the Navy would be present to hear concerns and talk about the progress made.

Councilwoman Cherry announced that another South District “Your Voice Matters” Town Hall Meeting, was scheduled for Thursday, October 17, 2019, 6:00 p.m. – 7:30 p.m., at the Downing-Gross Cultural Arts Center (2410 Wickham Avenue). All citizens were welcome to attend. She thanked Dr. George Parker, Superintendent, NNPS, for attending and making a presentation at the September 19, 2019, “Your Voice Matters” Town Hall Meeting to provide an update on the NNPS.

Councilwoman Cherry advised that the Newport News Department of Parks, Recreation and Tourism was preparing for the 46th Newport News Fall Festival, October 5 – 6, 2019, 10:00 a.m. – 5:00 p.m., at Newport News Park. She encouraged all to attend and enjoy this fun-filled event.
J. Old Business, New Business and Councilmember Comments Continued

Councilman Harris commended Mr. David Wilson, Founder of the Good Dad Gang, who brought together a group of young people on Monday, September 23, 2019, at the Pearl Bailey Library (2510 Wickham Avenue). This group were teenagers who had experienced loss of life due to gun violence with close friends or family members, some may have also been shot. The panel of teens shared their personal experiences of dealing with and being impacted by gun violence in the community. Mr. Wilson had taken it upon himself to help eradicate some of the issues in the City. Councilman Harris indicated that he looked forward to the charge that Mr. Wilson set forth for the youth and community members in an effort to bring many of the passionate activists together to combat many of the challenges faced in the City.

Councilman Harris advised that he missed the Denbigh Day Parade and Festival for the first time. He was with his family celebrating his mother-in-law’s 70th Birthday. His mother-in-law, Ms. Maureen Howard, celebrated her birthday on Saturday, September 21, 2019. He promised to attend the next Denbigh Day Parade in 2020 to celebrate with the community, leaders, and organizers.

Mayor Price shared that Ms. Eleanor Hill, Councilwoman Cherry’s aunt, her aunt, also known as “L.T”, one of the recipients of the Lifelong Citizenship Awards, was his first grade teacher. Mayor Price also attended the 12th Annual Lifelong Citizenship Awards Luncheon on Tuesday, September 17, 2019, 10:30 a.m. – 1:00 p.m., at the Brittingham-Midtown Community Center (570 McLawhorne Drive), and advised it was great to give her a hug and apologize for the grief he gave her as a young student.

Mayor Price extended congratulations to his son, Lenny, and wife, Amy, on their anniversary. Lenny and Amy celebrated their 8th wedding anniversary on Tuesday, September 24, 2019.

Councilwoman Cherry extended thanks to the committee that planned the 60th Denbigh Day Parade and Festival. She advised the event was a great deal of fun, and she was honored to ride in the NNPD Bearcat.

Councilwoman Woodbury extended thanks to Mr. Anthony Fiscella for his remarks about the safety of the United States as a country and as a world. She thanked him for his involvement in the effort underway for the elimination of nuclear weapons.

Mayor Price suggested the City having a resolution prepared for the Newport News City Council. Members of City Council advised they would support the preparation of a resolution for the elimination of nuclear weapons.

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 8:16 P.M.

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, tested:

City Clerk
ACTION: A REQUEST TO APPROVE A RESOLUTION EXPRESSING APPROVAL OF THE HAMPTON-NEWPORT NEWS COMMUNITY SERVICES BOARD (H-NNCSB) STATE FISCAL YEAR (SFY) 2020 BUDGET AND FISCAL YEARS 2019 AND 2020 PERFORMANCE CONTRACT RENEWAL AND REVISIONS.

BACKGROUND: • The Code of Virginia requires that a performance contract negotiated between the Department of Behavioral Health and Development Services (DBHDS) and the H-NNCSB, and approved by the H-NNCSB, be submitted for approval by formal vote of the governing body of each political subdivision that established the CSB.

• The Budget and Performance Contracts serve as a performance and accountability document between the DBHDS and CSB for the localities served.

• By Resolution No. 13160-18, adopted on September 11, 2018, City Council approved the biennial FY 2019 and FY 2020 Community Services Board Performance Contract.

• A mid-cycle approval is required to approve revisions in the Performance Contract for FY 2020. The H-NNCSB approved the Performance Contract on September 26, 2019.

• The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Memo to HCC re H-NNCSB FY19-FY20 Perf Contract 10.16.19
Performance Contract Renewal and Revision-FINAL 6.28.19
Approving Renewal & Revisions to FY2020 Contract Mid-cycle
TO: The Honorable City Council  
FROM: Cynthia D. Rohlf, City Manager  
SUBJECT: Hampton-Newport News Community Services Board – State Fiscal Year 2019 and 2020 Performance Contract

Annually, the 40 Community Services Boards (CSBs) are required to submit a Performance Contract to the Virginia Department of Behavioral Health and Developmental Services. The Performance Contract for State Fiscal Year 2020 includes a General Fund contribution of $1,523,521 from the City’s Adopted FY 2020 Annual Operating Budget.

The Performance Contract serves as a performance reporting and accountability document between the Virginia Department of Behavioral Health and Developmental Services and CSBs. The Performance Contract includes the scope of services and responsibilities for CSBs and the responsibilities of the partners in the public behavioral health system, general statutory, regulatory, policy and other requirements. The Hampton-Newport News Community Services Board approved the State Fiscal Year 2020 Performance Contract on September 26, 2019 and recommended it to the City Council for approval.

I recommend approval of the State Fiscal Year 2020 Performance Contract between the Virginia Department of Behavioral Health and Developmental Services and the Hampton-Newport News Community Services Board.

Cynthia D. Rohlf

cc: Natale Christian, Executive Director, H-NNCSB  
Alan K. Archer, Assistant City Manager  
Lisa J. Cipriano, Director, Department of Budget and Evaluation
# Table of Contents

1. Contract Purpose .............................................................................................................................. 4
2. Relationship ........................................................................................................................................ 4
3. Contract Term ...................................................................................................................................... 5
4. Scope of Services ............................................................................................................................... 5
   a. Services ........................................................................................................................................ 5
   b. Populations Served ....................................................................................................................... 5
   c. Expenses for Services .................................................................................................................. 5
   d. Continuity of Care ....................................................................................................................... 5
   e. Coordination of Developmental Disability Waiver Services ................................................... 6
   f. Intensive Care Coordination for the Comprehensive Services Act ........................................... 6
   g. Linkages with Health Care .......................................................................................................... 6
   h. Medical Screening and Medical Assessment ............................................................................. 7
   i. Coordination with Local Psychiatric Hospitals ......................................................................... 7
   j. Targeted Case Management Services ....................................................................................... 7
   k. Choice of Case Managers .......................................................................................................... 7
   l. Access to Services ....................................................................................................................... 7
   m. Virginia Psychiatric Bed Registry .............................................................................................. 8
   n. Preadmission Screening .............................................................................................................. 8
   o. Discharge Planning ...................................................................................................................... 8
   p. Retention in Services .................................................................................................................. 8
   q. Department of Justice Settlement Agreement Requirements ................................................... 8
   r. Emergency Services Availability ............................................................................................... 12
   s. Preadmission Screening Evaluations ......................................................................................... 13
   t. Certification of Preadmission Screening Clinicians ................................................................... 13
   u. Developmental Case Management Services ............................................................................. 14
   v. PACT Services ............................................................................................................................ 15
   w. Crisis Intervention Team (CIT) Services .................................................................................... 16
   x. Permanent Supportive Housing (PSH) ..................................................................................... 16
   y. Same Day Access (SDA) ............................................................................................................ 17
   z. Family Wellness Initiative ......................................................................................................... 17
5. Resources ........................................................................................................................................... 18
   a. Allocations of State General and Federal Funds ........................................................................ 19
   b. Disbursement of State or Federal Funds ................................................................................... 19
   c. Conditions on the Use of Resources ......................................................................................... 19
6. CSB Responsibilities ........................................................................................................................ 19
   a. State Hospital Bed Utilization .................................................................................................... 19
b. Quality of Care ................................................................................................................................. 19

c. Reporting Requirements ......................................................................................................................... 23

d. Data Quality ............................................................................................................................................ 25

e. Providing Information ............................................................................................................................. 25

f. Compliance Requirements ...................................................................................................................... 25

g. Regional Programs ................................................................................................................................. 26

h. Electronic Health Record ......................................................................................................................... 26

i. Reviews .................................................................................................................................................... 26

j. Consideration of Department Comments or Recommendations ............................................................ 26

7. Department Responsibilities .................................................................................................................... 26

a. Funding .................................................................................................................................................. 26

b. State Facility Services ............................................................................................................................. 26

c. Quality of Care ....................................................................................................................................... 27

d. Reporting Requirements ......................................................................................................................... 28

e. Data Quality ........................................................................................................................................... 29

f. Compliance Requirements ...................................................................................................................... 29

g. Communication ...................................................................................................................................... 30

h. Regional Programs ................................................................................................................................. 30

i. Peer Review Process ............................................................................................................................... 31

j. Electronic Health Record ......................................................................................................................... 31

k. Reviews .................................................................................................................................................. 31

l. Department Comments or Recommendations on CSB Operations or Performance ................................ 31

8. Subcontracting ........................................................................................................................................ 31

a. Subcontracts ........................................................................................................................................... 32

b. Subcontractor Compliance ...................................................................................................................... 32
c. Subcontractor Dispute Resolution ........................................................................................................... 32
d. Quality Improvement Activities ............................................................................................................... 32

9. Terms and Conditions ............................................................................................................................. 32

a. Availability of Funds ................................................................................................................................. 32

b. Compliance ............................................................................................................................................ 32

c. Disputes .................................................................................................................................................. 33
d. Remediation Process ................................................................................................................................. 33
e. Termination ........................................................................................................................................... 33

f. Dispute Resolution Process .................................................................................................................... 34

g. Contract Amendment ............................................................................................................................... 35

h. Liability .................................................................................................................................................. 35

i. Constitution of the CSB ........................................................................................................................... 35

Page 2 of 89
j. Severability ............................................................................................................................................... 35

10. Signatures ............................................................................................................................................. 35

Exhibit A: Resources and Services ......................................................................................................... 37
Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures .......... 53
Exhibit C: Regional Discharge Assistance Program (RDAP) Requirements ........................................ 57
Exhibit D: Individual CSB Performance Measures .................................................................................. 59
Exhibit E: Performance Contract Process ............................................................................................... 60
Exhibit F: Federal Compliances .............................................................................................................. 66
Exhibit G: Local Contact for Disbursement of Funds ............................................................................. 68
Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements ............................... 69
Exhibit I: Administrative Performance Requirements ............................................................................... 70
Exhibit J: Other CSB Accountability Requirements ................................................................................ 73
Exhibit K: State Hospital Census Management Admission and Discharge Requirements ............... 82
Exhibit L: Alphabetical Listing of Documents Referenced in the Performance Contract With Internet Links 87
1. **Contract Purpose**

The Department of Behavioral Health and Developmental Services (the “Department) and the Community Service Boards (the “CSBs”) enter into this contract for the purpose of funding services provided directly or contractually by the CSB in a manner that ensures accountability to the Department and quality of care for individuals receiving services and implements the mission of supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life. The CSB and the Department agree as follows.

**Title 37.2 of the Code of Virginia**, hereafter referred to as the Code, establishes the Virginia Department of Behavioral Health and Developmental Services, hereafter referred to as the Department, to support delivery of publicly funded community mental health, developmental, and substance abuse, hereafter referred to as substance use disorder, services and supports and authorizes the Department to fund those services.

Sections **37.2-500 through 37.2-512** of the Code require cities and counties to establish community services boards for the purpose of providing local public mental health, developmental, and substance use disorder services; §§ **37.2-600 through 37.2-615** authorize certain cities or counties to establish behavioral health authorities that plan and provide those same local public services. This contract refers to the community services board, local government department with a policy-advisory community services board, or behavioral health authority named in section 10 as the CSB. Section 37.2-500 or 37.2-601 of the Code requires the CSB to function as the single point of entry into publicly funded mental health, developmental, and substance use disorder services. The CSB fulfills this function for any person who is located in the CSB’s service area and needs mental health, developmental, or substance use disorder services.

Sections **37.2-508 and 37.2-608** of the Code and State Board Policy 4018, available at the Internet link in Exhibit L, establish this contract as the primary accountability and funding mechanism between the Department and the CSB, and the CSB is applying for the assistance provided under Chapter 5 or 6 of Title 37.2 by submitting this contract to the Department.

The CSB Administrative Requirements document is incorporated into and made a part of this contract by reference; it includes or incorporates by reference ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. The CSB shall comply with all provisions and requirements in that document. If there is a conflict between provisions in that document and this contract, the language in this contract shall prevail. The document is available at the Internet link in Exhibit L.

2. **Relationship**

The Department functions as the state authority for the public mental health, developmental, and substance use disorder services system, and the CSB functions as the local authority for that system. The relationship between and the roles and responsibilities of the Department and the CSB are described in the Partnership Agreement between the parties, which is incorporated into and made a part of this contract by reference. The Agreement is available at the Internet link in Exhibit L. This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the CSB or its board of directors and the Department.
3. Contract Term

Both parties mutually agree to the renewal and revisions of the FY 2019 and FY 2020 Performance Contract and Exhibits A, E, and J. This contract shall be in effect for a term of one year, commencing on July 1, 2019 and ending on June 30, 2020.

4. Scope of Services

a. Services

Exhibit A of this contract includes all mental health, developmental, and substance use disorder services provided or contracted by the CSB that are supported by the resources described in section 5 of this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy, which is incorporated into and made a part of this contract by reference and is available at the Internet link in Exhibit L.

The CSB shall notify the Department 30 days prior to seeking to provide a new category or subcategory or stops providing an existing category or subcategory of core services if the service is funded with more than 30 percent of state or federal funds or both. The CSB shall provide sufficient information to the Office of Management Services (OMS) in the Department for its review and approval of the change, and the CSB shall receive the Department’s approval before implementing the new service or stopping the existing service. Pursuant to 12VAC35-105-60 of the Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services, available at the Internet link in Exhibit L, the CSB shall not modify a licensed service without submitting a modification notice to the Office of Licensing in the Department at least 45 days in advance of the proposed modification.

The CSB operating a residential crisis stabilization unit (RCSU) shall not increase or decrease the licensed number of beds in the RCSU or close it temporarily or permanently without providing 30 days advance notice to the Office of Licensing and the OMS, and receiving the Department’s approval prior to implementing the change.

The CSB shall comply with the requirements in Appendix H for Regional Local Inpatient Purchase of Services (LIPOS) funds.

b. Populations Served

The CSB shall provide needed services to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, individuals with developmental disabilities, or individuals with substance use disorders to the greatest extent possible within the resources available to it for this purpose. The current Core Services Taxonomy defines these populations.

c. Expenses for Services

The CSB shall provide those services funded within the funds and for the costs set forth in Exhibit A and documented in the CSB’s financial management system. The CSB shall distribute its administrative and management expenses across the three program areas (mental health, developmental, and substance use disorder services), emergency services, and ancillary services on a basis that is auditable and satisfies Generally Accepted Accounting Principles. CSB administrative and management expenses shall be reasonable and subject to review by the Department.

d. Continuity of Care

The CSB shall follow the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements. The CSB shall comply with regional emergency services protocols.
e. Coordination of Developmental Disability Waiver Services

The CSB shall provide case management, also referred to as support coordination, services directly or through contracts to all individuals who are receiving services under Medicaid Developmental Disability Home and Community-Based Waivers (DD Waivers). In its capacity as the case manager for these individuals and in order to receive payment for services from the Department of Medical Assistance Services (DMAS), the CSB shall coordinate the development of service authorization requests for DD Waiver services and submit them to the Department for authorization, pursuant to the current DMAS/Department Interagency Agreement, under which the Department authorizes waiver services as a delegated function from the DMAS. As part of its specific case management responsibilities for individuals receiving DD Waiver services, the CSB shall coordinate and monitor the delivery of all services to individuals it serves, including monitoring the receipt of services in an individual’s individual support plan (ISP) that are delivered by independent providers who are reimbursed directly by the DMAS, to the extent that the CSB is not prohibited from doing so by such providers (refer to the DMAS policy manuals for the DD Waivers). The CSB shall raise issues regarding its efforts to coordinate and monitor services provided by independent vendors to the applicable funding or licensing authority, such as the Department, DMAS, or Virginia Department of Social Services. In fulfilling this service coordination responsibility, the CSB shall not restrict or seek to influence an individual’s choice among qualified service providers. This section does not, nor shall it be construed to, make the CSB legally liable for the actions of independent providers of DD Waiver services.

f. Intensive Care Coordination for the Comprehensive Services Act

As the single point of entry into publicly funded mental health, developmental, and substance use disorder services pursuant to § 37.2-500 of the Code and as the exclusive provider of Medicaid rehabilitative mental health and developmental case management services and with sole responsibility for targeted DD case management services, the CSB is the most appropriate provider of intensive care coordination (ICC) services through the Children’s Services Act (CSA), § 2.2-5200 et seq. of the Code. The CSB and the local community policy and management team (CPMT) in its service area shall determine collaboratively the most appropriate and cost-effective provider of ICC services for children who are placed in or are at risk of being placed in residential care through the CSA program in accordance with guidelines developed by the State Executive Council and shall develop a local plan for ICC services that best meets the needs of those children and their families. If there is more than one CPMT in the CSB’s service area, the CPMTs and the CSB may work together as a region to develop a plan for ICC services.

If the CSB is identified as the provider of ICC services, it shall work in close collaboration with its CPMT(s) and family assessment and planning team(s) to implement ICC services, to assure adequate support for these services through local CSA funds, and to assure that all children receive appropriate assessment and care planning services. Examples of ICC activities include: efforts at diversion from more restrictive levels of care, discharge planning to expedite return from residential or facility care, and community placement monitoring and care coordination work with family members and other significant stakeholders. If it contracts with another entity to provide ICC services, the CSB shall remain fully responsible for ICC services, including monitoring the services provided under the contract.

g. Linkages with Health Care

When it arranges for the care and treatment of individuals in hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, the CSB shall assure its staff’s cooperation with those hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, especially emergency rooms and emergency room physicians, to promote continuity of care for those individuals.
Pursuant to subdivision A.4 of § 37.2-505, the CSB shall provide information using a template provided by the Department about its substance use disorder services for minors to all hospitals in its service area that are licensed pursuant to Article 1 of Chapter 5 of Title 32.1.

**h. Medical Screening and Medical Assessment**

When it arranges for the treatment of individuals in state hospitals or local inpatient psychiatric facilities or psychiatric units of hospitals, the CSB shall assure that its staff follows the current Medical Screening and Medical Assessment Guidance Materials, available at the Internet link in Exhibit L. The CSB staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.

**i. Coordination with Local Psychiatric Hospitals**

When the CSB performed the preadmission screening evaluation for an individual admitted involuntarily and when referral to the CSB is likely upon the discharge, the CSB shall coordinate or, if it pays for the service, approve an individual’s admission to and continued stay in a psychiatric unit or psychiatric hospital. The CSB shall collaborate with the unit or hospital to assure appropriate treatment and discharge planning to the least restrictive setting and to avoid the use of these facilities when the service is no longer needed.

**j. Targeted Case Management Services**

In accordance with the Community Mental Health Rehabilitative Services manual and the policy manuals for the DD Waivers issued by the DMAS, the CSB shall be the only provider of rehabilitative mental health case management services and shall have sole responsibility for targeted DD case management services, whether the CSB provides them directly or subcontracts them from another provider.

**k. Choice of Case Managers**

Individuals receiving case management services shall be offered a choice of case managers to the extent possible, and this shall be documented by a procedure to address requests for changing a case manager or for receiving case management services at another CSB or from a contracted case management services provider. The CSB shall provide a copy of this procedure to the Department upon request. During its inspections, the Department’s Licensing Office may verify this as it reviews services records and examines the procedure.

**l. Access to Services**

The CSB shall not establish or implement policies that deny or limit access to services funded in part by state or local matching funds or federal block grant funds only because an individual: a.) is not able to pay for services, b.) is not enrolled in Medicaid, or c.) is involved in the criminal justice system. The CSB shall not require an individual to receive case management services in order to receive other services that it provides, directly or contractually, unless it is permitted to do so by applicable regulations or the person is an adult with a serious mental illness, a child with or at risk of serious emotional disturbance, or an individual with a developmental disability or a substance use disorder, the person is receiving more than one other service from the CSB, or a licensed clinician employed or contracted by the CSB determines that case management services are clinically necessary for that individual. Federal Medicaid targeted case management regulations forbid using case management to restrict access to other services by Medicaid recipients or compelling Medicaid recipients to receive case management if they are receiving another service.
m. Virginia Psychiatric Bed Registry
The CSB shall participate in and utilize the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code to access local or state hospital psychiatric beds or residential crisis stabilization beds whenever necessary to comply with requirements in § 37.2-809 of the Code that govern the temporary detention process. If the CSB operates residential crisis stabilization services, it shall update information about bed availability included in the registry whenever there is a change in bed availability for the facility or, if no change in bed availability has occurred, at least daily.

n. Preadmission Screening
The CSB shall provide preadmission screening services pursuant to § 37.2-505 or § 37.2-606, § 37.2-805, § 37.2-809 through § 37.2-813, § 37.2-814, and § 16.1-335 et seq. of the Code and in accordance with the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements for any person who is located in the CSB’s service area and may need admission for involuntary psychiatric treatment. The CSB shall ensure that persons it designates as preadmission screening clinicians meet the qualifications established by the Department per section 4.h and have received required training provided by the Department.

o. Discharge Planning
The CSB shall provide discharge planning pursuant to § 37.2-505 or § 37.2-606 of the Code and in accordance with State Board Policies 1035 and 1036, the Continuity of Care Procedures, Exhibit K of this contract, and the current Collaborative Discharge Protocols for Community Services Boards and State Hospitals Adult & Geriatric or Child & Adolescent and the Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities issued by the Department that are incorporated into and made a part of this contract by reference. The protocols and State Board policies are available at the Internet links in Exhibit L. The CSB shall monitor the state hospital extraordinary barriers to discharge list and strive to achieve community placements for individuals on the list for whom it is the case management CSB as soon as possible.

p. Retention in Services
The CSB shall attempt to contact and re-engage any individual who (i) was admitted to the mental health or substance use disorder services program area, (ii) has not received any mental health or substance use disorder service within 100 days since the last service he or she received, and (iii) has not been discharged. The CSB may attempt to contact and re-engage an individual sooner than 100 days. If it cannot contact or re-engage the individual within 30 days from the end of the 100-day period, the CSB shall discharge the individual and report the discharge using a Community Consumer Submission 3 (CCS 3) type of care record with a through date of the date of the last service she or he received. The CSB may discharge an individual sooner than this if discharge is clinically or administratively appropriate, for example if the individual moves out of the service area, terminates services, or dies.

q. Department of Justice Settlement Agreement Requirements
The CSB agrees to comply with the following requirements in the Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice (DOJ) and the Commonwealth of Virginia, entered in the U.S. District Court for the Eastern District of Virginia on August 23, 2012 [section IX.A, p. 36] and available at the Internet link in Exhibit L. Sections identified in text or brackets refer to sections in the Agreement. Requirements apply to the target population in section III.B: individuals with developmental disabilities who currently reside in training centers, (ii) meet criteria for the DD Waiver waiting list, (iii) reside in a nursing home or an intermediate care facility (ICF), or (iv) receive DD Waiver services.
1.) Case management services, defined in section III.C.5.b, shall be provided to all individuals receiving Medicaid Home and Community-Based Waiver services under the Agreement by case managers or support coordinators who are not directly providing or supervising the provision of Waiver services to those individuals [section III.C.5.c, p. 8].

2.) For individuals receiving case management services pursuant to the Agreement, the individual’s case manager or support coordinator shall meet with the individual face-to-face on a regular basis and shall conduct regular visits to the individual’s residence, as dictated by the individual’s needs [section V.F.1, page 26]. At these face-to-face meetings, the case manager or support coordinator shall: observe the individual and the individual’s environment to assess for previously unidentified risks, injuries, needs, or other changes in status; assess the status of previously identified risks, injuries, needs, or other changes in status; assess whether the individual’s individual support plan (ISP) is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual’s strengths and preferences and in the most integrated setting appropriate to the individual’s needs. The case manager or support coordinator shall document in the ISP the performance of these observations and assessments and any findings, including any changes in status or significant events that have occurred since the last face-to-face meeting. If any of these observations or assessments identifies an unidentified or inadequately addressed risk, injury, need, or change in status, a deficiency in the individual’s support plan or its implementation, or a discrepancy between the implementation of supports and services and the individual’s strengths and preferences, then the case manager or support coordinator shall document the issue, convene the individual’s service planning team to address it, and document its resolution.

3.) Using a process developed jointly by the Department and Virginia Association of Community Services Boards (VACSB) Data Management Committee, the CSB shall report the number, type, and frequency of case manager or support coordinator contacts with individuals receiving case management services [section V.F.4, p. 27].

4.) The CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager’s or support coordinator’s face-to-face visits and observations and assessments [section V.F.5, p 27].

5.) The individual’s case manager or support coordinator shall meet with the individual face-to-face at least every 30 days, and at least one such visit every two months must be in the individual’s place of residence, for any individuals who [section V.F.3, pages 26 and 27]:
   a.) Receive services from providers having conditional or provisional licenses;
   b.) Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals
   c.) Have an interruption of service greater than 30 days;
   d.) Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
   e.) Have transitioned from a training center within the previous 12 months; or
   f.) Reside in congregate settings of five or more individuals.
   Refer to Enhanced Case Management Criteria Instructions and Guidance issued by the Department, available at the Internet link in Exhibit L, for additional information.

6.) Case managers or support coordinators shall give individuals a choice of service providers from which they may receive approved DD Waiver services, present all options of service
providers based on the preferences of the individuals, including CSB and non-CSB providers, and document this using the Virginia Informed Choice Form in the waiver management system (WaMS) application. [section III.C.5.e, p. 8].

7.) Case managers or support coordinators shall offer education about integrated community options to any individuals living outside of their own or their families’ homes and, if relevant, to their authorized representatives or guardians [sec. III.D.7, p. 14]. Case managers shall offer this education at least annually and at the following times:
   a.) at enrollment in a DD Waiver,
   b.) when there is a request for a change in Waiver service provider(s),
   c.) when an individual is dissatisfied with a current Waiver service provider,
   d.) when a new service is requested,
   e.) when an individual wants to move to a new location, or
   f.) when a regional support team referral is made as required by the Virginia Informed Choice Form.

8.) CSB emergency services shall be available 24 hours per day and seven days per week, staffed with clinical professionals who shall be able to assess crises by phone, assist callers in identifying and connecting with local services, and, where necessary, dispatch at least one mobile crisis team member adequately trained to address the crisis [section III.C.6.b.i.A, p. 9]. This requirement shall be met through the Regional Education Assessment Crisis Services Habilitation (REACH) program that is staffed 24 hours per day and seven days per week by qualified persons able to assess and assist individuals and their families during crisis situations and has mobile crisis teams to address crisis situations and offer services and support on site to individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10]. Emergency services staff shall receive consistent training from the Department on the REACH crisis response system.

CSB emergency services shall notify the REACH program of any individual suspected of having a developmental disability who is experiencing a crisis and seeking emergency services as soon as possible, preferably at the onset of a preadmission screening evaluation. When possible, this would allow REACH and emergency services to appropriately divert the individual from admission to psychiatric inpatient services when possible. If the CSB has an individual receiving services in the REACH program with no plan for placement and a length of stay that will soon exceed 30 concurrent days, the CSB Executive Director or his or her designee shall provide a weekly update describing efforts to achieve an appropriate disposition for the individual to the Director of Community Support Services in the Department’s Division of Developmental Services.

9.) Comply with State Board Policy 1044 (SYS) 12-1 Employment First, available at the Internet link in Exhibit L [section III.C.7.b, p. 11]. This policy supports identifying community-based employment in integrated work settings as the first and priority service option offered by case managers or support coordinators to individuals receiving day support or employment services.

10.) CSB case managers or support coordinators shall liaise with the Department’s regional community resource consultants in their regions [section III.E.1, p. 14].

11.) Case managers or support coordinators shall participate in discharge planning with individuals’ personal support teams (PSTs) for individuals in training centers for whom the
CSB is the case management CSB, pursuant to § 37.2-505 and § 37.2-837 of the Code that requires the CSB to develop discharge plans in collaboration with training centers [section IV.B.6, p. 16].

12.) In developing discharge plans, CSB case managers or support coordinators, in collaboration with PSTs, shall provide to individuals and, where applicable, their authorized representatives, specific options for types of community placements, services, and supports based on the discharge plan and the opportunity to discuss and meaningfully consider these options [section IV.B.9, p. 17].

13.) CSB case managers or support coordinators and PSTs shall coordinate with specific types of community providers identified in discharge plans as providing appropriate community-based services for individuals to provide individuals, their families, and, where applicable, their authorized representatives with opportunities to speak with those providers, visit community placements (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].

14.) CSB case managers or support coordinators and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 13 above and ensure that providers are timely identified and engaged in preparing for individuals’ transitions [section IV.B.9.c, p.17].

15.) Case managers or support coordinators shall provide information to the Department about barriers to discharge for aggregation and analysis by the Department for ongoing quality improvement, discharge planning, and development of community-based services [IV.B.14, p. 19].

16.) In coordination with the Department’s Post Move Monitor, the CSB shall conduct post-move monitoring visits within 30, 60, and 90 days following an individual’s movement from a training center to a community setting [section IV.C.3, p.19]. The CSB shall provide information obtained in these post move monitoring visits to the Department within seven business days after the visit.

17.) If it provides day support or residential services to individuals in the target population, the CSB shall implement risk management and quality improvement processes, including establishment of uniform risk triggers and thresholds that enable it to adequately address harms and risks of harms, including any physical injury, whether caused by abuse, neglect, or accidental causes [section V.C.1, p. 22].

18.) Using the protocol and the real-time, web-based incident reporting system implemented by the Department, the CSB shall report any suspected or alleged incidents of abuse or neglect as defined in § 37.2-100 of the Code, serious injuries as defined in 12 VAC 35-115-30 of the Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services, available at the Internet link in Exhibit L, or deaths to the Department within 24 hours of becoming aware of them [section V.C.2, p. 22].

19.) Participate with the Department to collect and analyze reliable data about individuals receiving services under this Agreement from each of the following areas:

a.) safety and freedom from harm, 

b.) physical, mental, and behavioral health and well-being, 

c.) choice and self-determination, 

d.) community inclusion, 

e.) access to services
c.) avoiding crises, h.) provider capacity
d.) stability, [section V.D.3, pgs. 24 & 25].

20.) Participate in the regional quality council established by the Department that is responsible for assessing relevant data, identifying trends, and recommending responsive actions in its region [section V.D.5.a, p. 25].

21.) Provide access to and assist the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services being provided to individuals receiving services under the Agreement [section VI.H, p. 30 and 31].

22.) Participate with the Department and its third party vendors in the implementation of the National Core Indicators (NCI) Surveys and Quality Service Reviews (QSRs) for selected individuals receiving services under the Agreement. This includes informing individuals and authorized representatives about their selection for participation in the NCI individual surveys or QSRs; providing the access and information requested by the vendor, including health records, in a timely manner; assisting with any individual specific follow up activities; and completing NCI surveys [section V.I, p. 28].

23.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances to enable the RST to monitor, track, and trend community integration and challenges that require further system development:
   a.) within five calendar days of an individual being presented with any of the following residential options: an ICF, a nursing facility, a training center, or a group home with a licensed capacity of five beds or more;
   b.) if the CSB is having difficulty finding services within 30 calendar days after the individual’s enrollment in the waiver; or
   c.) immediately when an individual is displaced from his or her residential placement for a second time [sections III.D.6 and III.E, p. 14].

24.) Case managers or support coordinators shall collaborate with the CRC to ensure that person-centered planning and placement in the most integrated setting appropriate to the individual’s needs and consistent with his or her informed choice occur [section III.E.1-3, p. 14].

The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals receiving services from the CSB; however, access shall be at the sole discretion of the CSB [section VI.G, p. 31].

t. Emergency Services Availability
The CSB shall have at least one local telephone number, and where appropriate one toll-free number, for emergency services telephone calls that is available to the public 24 hours per day and seven days per week throughout its service area. The number(s) shall provide immediate access to a qualified emergency services staff member. Immediate access means as soon as possible and within no more than 15 minutes. If the CSB uses an answering service to fulfill this requirement, the service must be able to contact a qualified CSB emergency services staff immediately to alert the staff member that a crisis call has been received. Using (1) an answering service with no immediate transfer to a qualified CSB emergency services staff, (2) the CSB’s main telephone number that routes callers to a voice mail menu, (3) 911, or (4) the local sheriff’s or police
department’s phone number does not satisfy this requirement. The CSB shall disseminate the phone number(s) widely throughout the service area, including local telephone books and appropriate local government and public service web sites, and the CSB shall display the number(s) prominently on the main page of its web site. The CSB shall implement procedures for handling emergency services telephone calls that ensure adequate emergency services staff coverage, particularly after business hours, so that qualified staff responds immediately to calls for emergency services, and the procedures shall include coordination and referral to the REACH program for individuals with developmental disabilities. The CSB shall provide the procedures for handling emergency services calls to the Department upon request.

s. Preadmission Screening Evaluations
1.) The purpose of preadmission screening evaluations is to determine whether the person meets the criteria for temporary detention pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code and to assess the need for hospitalization or treatment. Certified preadmission screening clinicians shall perform the evaluations. Preadmission screening evaluations are highly variable and individualized crisis assessments with clinical requirements that will vary based on the nature of the clinical presentation. However, the CSB shall ensure that all preadmission screening evaluations conducted by its staff include at a minimum:
   a.) A review of past clinical and treatment information if available;
   b.) Pertinent information from the clinical interview and collateral contacts or documentation of why this information was unavailable at the time of the evaluation;
   c.) A documented risk assessment that includes an evaluation of the likelihood that, as a result of mental illness, the person will, in the near future, cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any;
   d.) Thorough and detailed documentation of the clinical disposition and rationale for it; e.) Documentation of all hospitals contacted, including state hospitals;
   f.) Documentation of contact with the staff’s supervisor and CSB leadership about the evaluation when necessary and within 60 minutes once an ECO has expired without locating an appropriate bed; and
   g.) Documentation of contact with the REACH program for all individuals presenting with a DD diagnosis or a co-occurring DD diagnosis.
2.) Preadmission screening reports required by § 37.2-816 of the Code shall comply with requirements in that section and shall state:
   a.) whether the person has a mental illness, and whether there exists a substantial likelihood that, as a result of mental illness, the person will, in the near future, cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any, or suffer serious harm due to his lack of capacity to protect himself from harm or provide for his basic human needs;
   b.) whether the person is in need of involuntary inpatient treatment;
   c.) whether there is no less restrictive alternative to inpatient treatment; and
   d.) the recommendations for that person’s placement, care, and treatment including, where appropriate, recommendations for mandatory outpatient treatment.

t. Certification of Preadmission Screening Clinicians
The CSB and Department prioritize having emergency custody order or preadmission screening evaluations performed pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code provided by the most qualified, knowledgeable, and experienced CSB staff. These evaluations are face-to-face clinical evaluations performed by designated CSB staff of persons in crisis who may be in emergency custody or who may need involuntary temporary detention or other emergency treatment. The CSB shall comply with the requirements in the current Certification of Preadmission Screening Clinicians, a document.
developed jointly by the Department and CSB representatives and made a part of this contract by reference, to enhance the qualifications, training, and oversight of CSB preadmission screening clinicians and increase the quality, accountability, and standardization of preadmission screening evaluations. This document is available at the Internet link in Exhibit L.

u. Developmental Case Management Services

1.) Case managers or support coordinators employed or contracted by the CSB shall meet the knowledge, skills, and abilities qualifications in the Case Management Licensing Regulations, 12 VAC 35-105-1250. During its inspections, the Department’s Licensing Office may verify compliance as it reviews personnel records.

2.) Reviews of the individual support plan (ISP), including necessary assessment updates, shall be conducted with the individual quarterly or every 90 days and include modifications in the ISP when the individual’s status or needs and desires change. During its inspections, the Department’s Licensing Office may verify this as it reviews ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.

3.) The CSB shall ensure that all information about each individual, including the ISP and VIDES, is imported from the CSB’s electronic health record (EHR) to the Department within five (5) business days through an electronic exchange mechanism mutually agreed upon by the CSB and the Department into the electronic waiver management system (WaMS) when the individual is entered the first time for services, his or her living situation changes, her or his ISP is reviewed annually, or whenever changes occur, including information about the individual’s:

   a.) full name,  
   b.) social security number,  
   c.) Medicaid number,  
   d.) CSB unique identifier,  
   e.) current physical residence address,  
   f.) living situation (e.g., group home, family home, or own home),  
   g.) level of care information,  
   h.) terminations,  
   i.) transfers,  
   j.) waiting list information,  
   k.) diagnosis, and  
   l.) bed capacity of the group home if that is chosen.

4.) Case managers or support coordinators and other CSB staff shall comply with the SIS® Administration Process, available at the Internet link in Exhibit L, and any changes in the process within 30 calendar days of notification of the changes.

5.) Case managers or support coordinators shall notify the Department’s service authorization staff that an individual has been terminated from all DD waiver services within 10 business days of termination.

6.) Case managers or support coordinators shall submit the Request to Retain a Slot form available in WaMS to the appropriate Department staff to hold a slot open within 10 business days of it becoming available.

7.) Case managers or support coordinators shall complete the level of care tool for individuals requesting DD Waiver services within 60 calendar days of application for individuals expected to present for services within one year.

8.) Case managers or support coordinators shall comply with the DD waitlist process and slot assignment process and implement any changes in the processes within 30 calendar days of written notice from the Department.
9.) The CSB shall report quarterly supervisory review data on a sample of records of individuals receiving services under DD Waivers to determine if key objectives are being met according to the waiver assurances submitted to the Centers for Medicare and Medicaid Services. The CSB shall submit the data in the supervisory review survey questionnaire no later than three weeks following the end of the quarter through a reporting method mutually approved by CSBs and the Department. The CSB shall complete its record reviews within the required timeframe for reporting the data for each quarter and shall complete all required samples before July 31st of the next fiscal year.

v. PACT Services

1.) Design and implement its PACT in accordance with requirements in 12VAC35-105-1360 through 1410 of the Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services available at the Internet link in Exhibit L.

2.) Prioritize admission to its PACT for adults with serious mental illnesses who are currently residing in state hospitals, have histories of frequent use of state or local psychiatric inpatient services, or are homeless.

3.) Achieve and maintain a minimum caseload of 80 individuals receiving services within two years from the date of initial funding by the Department. When fully staffed, PACT teams shall serve at least 80 but no more than 120 individuals per 12VAC35-105-1370. If the caseload of the PACT is not growing at a rate that will achieve this caseload, the CSB shall provide a written explanation to and seek technical assistance from the Office of Adult Community Behavioral Health Services in the Department.

4.) Reduce use of state hospital beds by individuals receiving PACT services by at least eight beds (2,920 bed days) within two years from the date of initial funding by the Department.

5.) Maximize billing and collection of funds from other sources including Medicaid and other fees to enable state funds to expand services in the PACT.

6.) Assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving PACT services available and providing access to individuals receiving PACT services for interviews.

7.) Ensure staff participate in PACT network meetings with other PACT teams as requested by the Department. PACT staff shall participate in technical assistance provided through the Department and shall obtain individual team-level training and technical assistance at least quarterly for the first two years of operation from recognized experts approved by the Department.

8.) Track and report expenditure of restricted PACT state mental health funds separately in the implementation status reports required in subsection 10 below. Include applicable information about individuals receiving PACT services and the services they receive in its information system and CCS 3 monthly extracts.

9.) Reserve any current restricted PACT state mental health funds for the PACT that remain unspent at the end of the fiscal year to be used only for the PACT in subsequent fiscal years as authorized by the Department.

10.) Submit monthly data extracts using the Department-provided database that include
information on staffing, events involving individuals receiving services in the PACT, and outcomes. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow it to comply with them.

w. **Crisis Intervention Team (CIT) Services**
   1.) Work with community stakeholders, agencies, and partners across systems to coordinate the implementation and operation of the CIT Assessment Site and provide related access to appropriate services in accordance with its RFP response approved by the Department.

   2.) Submit narrative semi-annual progress reports on these services through the Department’s sFTP server and upload them to the Jail Diversion Folder within 45 calendar days of the end of the second quarter and within 60 days of the end of the fiscal year. Reports shall include a brief narrative of program activities for all CIT aspects of the services, implementation progress against milestones identified in the approved RFP response, and specific site-related challenges and successes for the reporting period. Instructions for naming the files are in the Data Reporting Manual provided by the Department to CSBs that received CIT funds.

   3.) Include all funds, expenditures, and costs associated with these services provided to individuals residing in the CSB’s service area in its Community Automated Reporting System (CARS) reports and applicable data about individuals receiving these services and service units received in its monthly CCS 3 extracts submitted to the Department.

   4.) Submit quarterly data files as instructed by the Department using the Excel Data Template provided by the Department to CSBs that received CIT funds. Submit quarterly data reports within 45 calendar days of the end of the first three quarters and within 60 days of the end of the fiscal year. Submit the data files through the Department’s sFTP server and upload them to the Jail Diversion Folder. Instructions for naming the files are in the Data Reporting Manual provided by the Department.

   5.) Cooperate with the Department in annual site visits and agree to participate in scheduled assessment site meetings.

x. **Permanent Supportive Housing (PSH)**
   If the CSB receives state mental health funds for PSH for adults with serious mental illness, it shall fulfill these requirements:

   1.) Comply with requirements in the PSH Initiative Operating Guidelines and any subsequent additions or revisions to the requirements agreed to by the participating parties. The Guidelines are incorporated into and made a part of this contract by reference and are available at the Internet link in Exhibit L. If the implementation of the program is not meeting its projected implementation schedule, the CSB shall provide a written explanation to and seek technical assistance from the Office of Adult Community Behavioral Health Services in the Department.

   2.) Ensure that individuals receiving PSH have access to an array of clinical and rehabilitative services and supports based on the individual’s choice, needs, and preferences and that these services and supports are closely coordinated with the housing-related resources and services funded through the PSH initiative.

   3.) Maximize billing and collection of funds from other sources including Medicaid and other fees to increase the funds available for individuals receiving services funded through the PSH initiative.
4.) Assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving PSH available and providing access to individuals receiving PSH for interviews.

5.) Track and report the expenditure of restricted state mental health PSH funds separately in the implementation status reports required in subsection 7 below. Based on these reports, the Department may adjust the amount of state funds on a quarterly basis up to the amount of the total allocation to the CSB. The CSB shall include applicable information about individuals receiving PSH services and the services they receive in its information system and CCS 3 monthly extracts.

6.) Reserve any current restricted state mental health funds for PSH that remain unspent at the end of the fiscal year to be used only for PSH activities in subsequent fiscal years as authorized by the Department.

7.) Submit implementation status reports for PSH within 45 days after the end of the quarter for the first three quarters and within 60 days of the end of the fiscal year to the Department. Submit data about individuals following guidance provided by the Office of Adult Community Behavioral Health and using the tools, platforms, and data transmission requirements provided by the Department. Establish mechanisms to ensure the timely and accurate collection and transmission of data. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow it to comply with them.

8.) Participate in PSH training and technical assistance in coordination with the Office of Adult Community Behavioral Health Services and any designated training and technical assistance providers.

y. Same Day Access (SDA)
SDA means an individual may walk into or contact a CSB to request mental health or substance use disorder services and receive a comprehensive clinical behavioral health assessment, not just a screening, from a licensed or license-eligible clinician the same day. Based on the results of the comprehensive assessment, if the individual is determined to need services, the goal of SDA is that he or she receives an appointment for face-to-face or other direct services in the program offered by the CSB that best meets his or her needs within 10 business days, sooner if indicated by clinical circumstances. SDA emphasizes engagement of the individual, uses concurrent EHR documentation during the delivery of services, implements techniques to reduce appointment no shows, and uses centralized scheduling. If it has received state mental health funds to implement SDA, the CSB shall report SDA outcomes through the CCS 3 outcomes file. The CSB shall report the date of each SDA comprehensive assessment, whether the assessment determined that the individual needed services offered by the CSB, and the date of the first service offered at the CSB for all individuals seeking mental health or substance use disorder services from the CSB. The Department shall measure SDA by comparing the date of the comprehensive assessment that determined the individual needed services and the date of the first CSB face-to-face or other direct service offered to the individual.

z. Family Wellness Initiative
If the CSB receives federal Substance Abuse Prevention and Treatment Block Grant funds to implement the Family Wellness Initiative, it shall fulfill these requirements.

1.) Use these funds only to implement this initiative as described in the CSB proposal approved by the Department. All Family Wellness Initiative CSBs have two adverse childhood experiences (ACE) interface master trainers in their communities and shall begin
incorporating the science of ACE and resiliency into all family wellness initiatives described in the approved proposal.

2.) Include all funds, expenditures, and costs associated with these services provided to individuals residing in the CSB’s service area in its CARS reports, and include applicable data monthly about individuals receiving these services and the service units received in its data entry in the Department’s designated prevention data system. Report all staff hours of service program activity and participant data in the Department’s designated prevention data system on a weekly basis.

3.) Submit quarterly reports in the format developed by the Department’s Family Wellness Manager within 45 days after the end of the quarter for the first three quarters and within 60 days of the end of the fiscal year. Reports shall include:
   a.) evidence of participant attendance in aspects of the CSB program and activities such as copies of log-in sheets for evidenced-based program and wellness activities;
   b.) the status of achieving benchmarks;
   c.) reporting on logic models and measures of performance; d.) evidence of social media transmissions;
   e.) strategies to recruit, engage, and retain families;
   f.) copies of sign-in sheets and minutes of the Family Wellness Advisory Committee;
   g.) wellness materials disseminated;
   h.) an updated budget and budget narrative with each quarterly report on all revenues received and total expenditures made;
   i.) sustainability efforts; and
   j.) how cultural and linguistic competence is implemented.

4.) Maintain a Family Wellness Advisory Committee that includes representative community key stakeholders critical to the integration and sustainability of the initiative.

5.) Deliver at least 12 ACE presentations in the community and report data on those presentations to the Family Wellness Coordinator in the format provided by the Department.

6.) Orient and train all program staff associated with the Family Wellness Initiative. Use only staff trained in the program and ACE to facilitate classes.

5. Resources
Exhibit A of this contract includes the following resources: state funds and federal funds appropriated by the General Assembly and allocated by the Department to the CSB; balances of unexpended or unencumbered state and federal funds retained by the CSB and used in this contract to support services; local matching funds required by § 37.2-509 or § 37.2-611 of the Code to receive allocations of state funds; Medicaid Clinic, Targeted Case Management, Rehabilitative Services, GAP, ARTS, and DD Home and Community-Based Waiver payments and any other fees, as required by § 37.2-504 or § 37.2-605 of the Code; and any other funds associated with or generated by the services shown in Exhibit A. The CSB shall maximize billing and collecting Medicaid payments and other fees in all covered services to enable more efficient and effective use of the state and federal funds allocated to it.
a. Allocations of State General and Federal Funds

The Department shall inform the CSB of its state and federal fund allocations in a letter of notification. The Department may adjust allocation amounts during the term of this contract. The Department may reduce restricted or earmarked state or federal funds during the contract term if the CSB reduces significantly or stops providing services supported by those funds as documented in CCS 3 or CARS reports. These reductions shall not be subject to provisions in sections 9.e or 9.f of this contract. The Commissioner or his designee shall communicate all adjustments to the CSB in writing. Allocations of state and federal funds shall be based on state and federal statutory and regulatory requirements, provisions of the Appropriation Act, State Board policies, and previous allocation amounts.

b. Disbursement of State or Federal Funds

Continued disbursement of semi-monthly payments of restricted or earmarked state or federal funds by the Department to the CSB may be contingent on documentation in the CSB’s CCS 3 and CARS reports that it is providing the services supported by these funds.

c. Conditions on the Use of Resources

The Department can attach specific conditions or requirements for use of funds, separate from those established by other authorities, only to the state and federal funds that it allocates to the CSB and not more than the 10 percent local matching funds that are required to obtain the CSB’s state fund allocations.

6. CSB Responsibilities

a. State Hospital Bed Utilization

In accordance with § 37.2-508 or § 37.2-608 of the Code, the CSB shall develop jointly with the Department and with input from private providers involved with the public mental health, developmental, and substance use disorder services system mechanisms, such as the Discharge Protocols, Extraordinary Barriers to Discharge lists, and regional utilization management procedures and practices, and employ these mechanisms collaboratively with state hospitals that serve it to manage the utilization of state hospital beds. Utilization will be measured by bed days received by individuals for whom the CSB is the case management CSB.

The CSB shall implement procedures or utilize existing local or regional protocols to ensure appropriate management of each admission to a state hospital under a civil temporary detention order recommended by the CSB’s preadmission screening clinicians to identify the cause of the admission and the actions the CSB may take in the future to identify alternative facilities. The CSB shall provide copies of the procedures and analyses to the Department upon request.

b. Quality of Care

1.) Department CSB Performance Measures: CSB staff shall monitor the CSB’s outcome and performance measures in Exhibit B, identify and implement actions to improve its ranking on any measure on which it is below the benchmark, and present reports on the measures and actions at least quarterly during scheduled meetings of the CSB board of directors.

2.) Quality Improvement and Risk Management: The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other CSBs, to improve services, ensure that services are provided in accordance with current acceptable professional practices, and address areas of risk and perceived risks. The quality
improvement plan shall be reviewed annually and updated at least every four years. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSBs, a risk management plan or participate in a local government’s risk management plan. The CSB shall work with the Department to identify how the CSB will address quality improvement activities.

The CSB shall implement, in collaboration with other CSBs in its region, the state hospital(s) and training centers serving its region, and private providers involved with the public mental health, developmental, and substance use disorder services system, regional utilization management procedures and practices that reflect the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference and is available at the Internet link in Exhibit L.

3.) Critical Incidents: The CSB shall implement procedures to insure that the executive director is informed of any deaths, serious injuries, or allegations of abuse or neglect as defined in the Department’s Licensing (12VAC35-105-20) and Human Rights (12VAC35-115-30) Regulations when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.

4.) Individual Outcome and CSB Provider Performance Measures
   a.) Measures: Pursuant to § 37.2-508 or § 37.2-608 of the Code, the CSB shall report the data for individual outcome and CSB provider performance measures in Exhibit B of this contract to the Department.
   b.) Individual CSB Performance Measures: The Department may negotiate specific, time-limited measures with the CSB to address identified performance concerns or issues. The measures shall be included as Exhibit D of this contract.
   c.) Individual Satisfaction Survey: Pursuant to § 37.2-508 or § 37.2-608 of the Code, the CSB shall participate in the Annual Survey of Individuals Receiving MH and SUD Outpatient Services, the Annual Youth Services Survey for Families (i.e., Child MH survey), and the annual QSRs and the NCI Survey for individuals covered by the DOJ Settlement Agreement.

5.) Prevention Services
   a.) Strategic Prevention Framework (SPF): The CSB, in partnership with local community coalitions, shall use the evidenced-based Strategic Prevention Framework (SPF) planning model to: complete a needs assessment using community, regional, and state data; build capacity to successfully implement prevention services; develop logic models and a strategic plan with measurable goals, objectives, and strategies; implement evidenced-based programs, practices, and strategies that are linked to data and target populations; evaluate program management and decision making for enabling the ability to reach outcomes; plan for the sustainability of prevention outcomes; and produce evidence of cultural competence throughout all aspects of the SPF process.
   b.) Logic Models: The CSB shall use logic models that identify individual (i.e., youth, families, and parents) -, community-, and population-level strategies (e.g., environmental approaches). One logic model shall outline CSB federal substance abuse block grant (SABG) prevention set aside-funded services. The other model(s) shall be the CSB partnership coalition’s logic model(s) reflecting the collaborative relationship of the CSB with the coalition in the implementation of community-level and environmental approaches. The CSB shall use the Institute of Medicine model to identify target populations based on levels of risk: universal, selective, and indicated.
Substance abuse prevention services may not be delivered to persons who have substance use disorders in an effort to prevent continued substance use. The CSB shall utilize the six federal Center for Substance Abuse Prevention evidenced-based strategies: information dissemination, education and skill building, alternatives, problem identification and referral, community-based process, and environmental approaches. Community-based process and coalitions and environmental approaches that impact the population as a whole are keys to achieving successful outcomes and are Department priorities.

c.) Program, Practice, and Strategy Selection and Implementation: The Department prioritizes programs, practices, and strategies that target the prevention of substance use disorders and suicide and promotes mental health wellness across the lifespan using data to identify specific targets. The current prevention model best practice and a Department priority is environmental strategies complemented by programs that target the highest risk populations: selective and indicated (refer to subsection 5.b). All programs, practices, and strategies must link to a current local needs assessment and align with priorities set forth by the Department. The CSB must select programs, practices, and strategies from the following menu: Office of Juvenile Justice and Delinquency Prevention Effective, Blueprints Model Programs, Blueprints Promising Programs, Suicide Prevention Resource Center Section 1, or Centers for Disease Control and Prevention Evidence-Based Practices, and the CSB must select them based on evidence and effectiveness for the community and target population. All programs, practices, and strategies must be approved by the Department prior to implementation.

d.) Regional Suicide Prevention Initiatives: The CSB shall work with the regional suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model. The plan developed by the team shall identify suicide prevention policies and strategies using the most current data to target populations with the highest rates of suicide. If selected by the region, the CSB shall act as the fiscal agent for the state funds supporting the suicide prevention services.

e.) Prevention Services Evaluations: The CSB shall work with OMNI Institute, the Department’s evaluation contractor, to develop an evaluation plan for its SABG prevention set aside-funded prevention services.

f.) SYNAR Activities and Merchant Education: In July 1992, Congress enacted P.L. 102-321 section 1926, the SYNAR Amendment, to decrease youth access to tobacco. To stay in compliance with the SABG, states must meet and sustain the merchant retail violation rate (RVR) under 20 percent or face penalties to the entire SABG, including funds for treatment. Merchant education involves educating local merchants about the consequences of selling tobacco products to youth. This strategy has been effective in keeping state RVR rates under the required 20 percent. The CSB shall conduct merchant education activities with all merchants deemed by the Alcoholic Beverage Control Board to be in violation of selling tobacco products to youth in the CSB’s service area. Other merchants shall be added if deemed to be at higher risk due to factors such as being in proximity to schools. The CSB, itself or in collaboration with the local coalition, shall continuously update the verified list of tobacco retailers, including all retailers selling vapor products, by conducting store audits. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco retailers in its service area over a two year period. Beginning in FY 2003, the Department allocated $10,000 annually to the CSB to complete SYNAR-related tasks.
All store audit and merchant education activities shall be documented in the Counter Tools system and recorded in the prevention data system planned and implemented by the Department in collaboration with the VACSB Data Management Committee (DMC). Tobacco education programs for youth with the goal of reducing prevalence or use are not to be identified as SYNAR activities.

6.) **Case Management Services Training:** The CSB shall ensure that all direct and contract staff that provide case management services have completed the case management curriculum developed by the Department and that all new staff complete it within 30 days of employment. The CSB shall ensure that developmental disability case managers or support coordinators complete the ISP training modules developed by the Department within 60 days of their availability on the Department’s web site or within 30 days of employment for new staff.

7.) **Developmental Case Management Services Organization:** The CSB shall structure its developmental case management or support coordination services so that a case manager or support coordinator does not provide a DD Waiver service other than services facilitation and a case management or support coordination service to the same individual. This will ensure the independence of services from case management or service coordination and avoid perceptions of undue case management or support coordination influence on service choices by an individual.

8.) **Program and Service Reviews:** The Department may conduct or contract for reviews of programs or services provided or contracted by the CSB under this contract to examine their quality or performance at any time as part of its monitoring and review responsibilities or in response to concerns or issues that come to its attention, as permitted under 45 CFR § 164.512 (a), (d), and (k) (6) (ii) and as part of its health oversight functions under § 32.1-127.1:03 (D) (6) and § 37.2-508 or § 37.2-608 of the Code or with a valid authorization by the individual receiving services or his authorized representative that complies with the Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services, available at the Internet link in Exhibit L, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule. The CSB shall provide ready access to any records or other information necessary for the Department to conduct program or service reviews or investigations of critical incidents.

9.) **Response to Complaints:** Pursuant to § 37.2-504 or § 37.2-605 of the Code, the CSB shall implement procedures to satisfy the requirements for a local dispute resolution mechanism for individuals receiving services and to respond to complaints from individuals receiving services, family members, advocates, or other stakeholders as expeditiously as possible in a manner that seeks to achieve a satisfactory resolution and advises the complainant of any decision and the reason for it. The CSB shall acknowledge complaints that the Department refers to it within five business days of receipt and provide follow up commentary on them to the Department within 10 business days of receipt. The CSB shall post copies of its procedures in its public spaces and on its web site, provide copies to all individuals when they are admitted for services, and provide a copy to the Department upon request.

10.) **Access to Substance Abuse Treatment for Opioid Abuse:** The CSB shall ensure that individuals requesting treatment for opioid drug abuse, including prescription pain medications, regardless of the route of administration, receive rapid access to appropriate
treatment services within 14 days of making the request for treatment or 120 days after making the request if the CSB has no capacity to admit the individual on the date of the request and within 48 hours of the request it makes interim services, as defined in 45 CFR § 96.126, available until the individual is admitted.

11. Residential Crisis Stabilization Units: The CSB operating a RCSU shall staff and operate the unit so that it can admit individuals 24 hours per day and seven days per week. The unit shall accept any appropriate individuals under temporary detention orders (TDOs) and establish clinical criteria specifying the types of individuals under TDOs that it will accept. The CSB shall provide a copy of the criteria to the Department upon request for its review and approval. The unit shall implement a written schedule of clinical programming that covers at least eight hours of services per day and seven days per week that is appropriate for the individuals receiving crisis services and whenever possible incorporates evidence-based and best practices. The RCSU shall provide a mix of individual, group, or family counseling or therapy, case management, psycho-educational, psychosocial, relaxation, physical health, and peer-run group services; access to support groups such as Alcoholics Anonymous or Narcotics Anonymous; access to a clinical assessment that includes ASAM Level of Care and medically monitored highly intensive residential services that have the capacity for medication assisted treatment when a substance use disorder is indicated; and other activities that are appropriate to the needs of each individual receiving services and focuses on his or her recovery. The CSB shall comply with the requirements in the Department’s current Residential Crisis Stabilization Unit Expectations document that is incorporated into and made a part of this contract by reference and is available at the Internet link in Exhibit L.

c. Reporting Requirements

1.) CSB Responsibilities: For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1030 and shall:

a.) provide monthly Community Consumer Submission 3 (CCS 3) extracts that report individual characteristic and service data to the Department, as required by § 37.2-508 or § 37.2-608 of the Code, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, § 1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, and as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and (d) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code, and as defined in the current CCS 3 Extract Specifications, including the current Business Rules, that are available at the Internet link in Exhibit L and are incorporated into and made a part of this contract by reference;

b.) follow the current Core Services Taxonomy and CCS 3 Extract Specifications, when responding to reporting requirements established by the Department;

c.) complete the National Survey of Substance Abuse Treatment Services (N-SSATS) annually that is used to compile and update the National Directory of Drug and Alcohol Abuse Treatment Programs and the on-line Substance Abuse Treatment Facility Locator;

d.) follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases and participate in the user acceptance testing process when requested to do so by the Department;

e.) report service data on substance abuse prevention and mental health promotion services provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the prevention data system planned and implemented by the Department in collaboration with the VACSB DMC, but report funding, expenditure, and
FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT
RENEWAL AND REVISIONS

cost data on these services through CARS per subsection 2.a.); and report service, funding, expenditure, and cost data on any other mental health prevention services through CCS 3 and CARS;
f.) supply information to the Department’s Forensics Information Management System for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii);
g.) report data and information required by the current Appropriation Act; and

h.) report data identified collaboratively by the Department and the CSB working through the VACSB DMC on the REACH program if the CSB is the fiscal agent for this program.

2.) Routine Reporting Requirements: The CSB shall account for all services, funds, expenses, and costs accurately and submit reports to the Department in a timely manner using current CARS, CCS 3, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the Department. The CSB shall provide the following information and meet the following reporting requirements:

a.) types and service capacities of services provided, costs for services provided, and funds received by source and amount and expenses paid by program area and for emergency and ancillary services semi-annually in CARS, and state and federal block grant funds expended by core service with the end-of-the-fiscal year CARS report;
b.) demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current CCS 3;
c.) Federal Balance Report (October 15);
d.) PATH reports (mid-year and at the end of the fiscal year);
e.) amounts of state, local, federal, Medicaid, other fees, other funds used to pay for services by core service in each program area and emergency and ancillary services in the end of the fiscal year CARS report; and
f.) other reporting requirements in the current CCS 3 Extract Specifications.

3.) Subsequent Reporting Requirements: In accordance with State Board Policy 1030, available at the Internet link in Exhibit L, the CSB shall work with the Department through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS 3, and the federal substance abuse Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department through the VACSB DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS 3, and the TEDS and other federal reporting requirements.

4.) Data Elements: The CSB shall work with the Department through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.

a. Service Process Quality Management (SPQM) is a data collection and reporting platform. The CSBs shall use SPQM and work with the Department through the DMC
to ensure all necessary SPQM data elements are available to assess the efficacy of the services received as well as the overall effectiveness of clinical interventions provided by CSBs in support of improving client functioning.

5.) Streamlining Reporting Requirements: The CSB shall work with the Department through the VACSB DMC to review existing reporting requirements including the current CCS 3 to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS 3 Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

d. Data Quality
The CSB shall review data quality reports from the Department on the completeness and validity of its CCS 3 data to improve data quality and integrity. When requested by the Department, the CSB executive director shall develop and submit a plan of correction to remedy persistent deficiencies in the CSB’s CCS 3 submissions and, upon approval of the Department, shall implement the plan of correction.

e. Providing Information
The CSB shall provide any information requested by the Department that is related to the services, funds, or expenditures in this contract or the performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of information requested. Provision of information shall comply with applicable laws and regulations governing confidentiality, privacy, and security of information regarding individuals receiving services from the CSB.

f. Compliance Requirements
The CSB shall comply with all applicable federal, state, and local laws and regulations, including those contained or referenced in the CSB Administrative Requirements and Exhibits F and J of this contract, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

The CSB shall comply with the HIPAA and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements. The CSB shall execute a Business Associate Agreement (BAA) initiated by the Department for any HIPAA- or 42 CFR Part 2- protected health information (PHI), personally identifiable information (PII), and other confidential data that it exchanges with the Department and its state facilities that is not covered by section 6.c.1.) a.) and f.) or 2.c.) to ensure the privacy and security of sensitive data. The CSB shall ensure sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department.
The CSB shall follow the procedures and satisfy the requirements in the Performance Contract Process and the Administrative Performance Standards in Exhibits E and I of this contract and shall comply with the applicable provisions in all other Exhibits of this contract. The CSB shall document compliance with § 37.2-501 or § 37.2-602 of the Code in the end-of-the-fiscal year CARS report.

g. Regional Programs

The CSB shall manage or participate in the management of, account for, and report on regional programs in accordance with the Regional Program Operating Principles and the Regional Program Procedures in Appendices E and F of the Core Services Taxonomy. The CSB agrees to participate in any utilization review or management activities conducted by the Department involving services provided through a regional program. Protected health information, personally identifiable information, or other information may be disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii) of the HIPAA regulations and under §32.1-127.1:03.D (6) of the Code.

h. Electronic Health Record

The CSB shall implement and maintain an electronic health record (EHR) that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology-Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with the Department and its state hospitals and training centers and other CSBs.

i. Reviews

The CSB shall participate in the periodic, comprehensive administrative and financial review of the CSB conducted by the Department to evaluate the CSB’s compliance with requirements in the contract and CSB Administrative Requirements and the CSB’s performance. The CSB shall address recommendations in the review report by the dates specified in the report or those recommendations may be incorporated in an Exhibit D.

j. Consideration of Department Comments or Recommendations

The executive director and CSB board members shall consider significant issues or concerns raised by the Commissioner of the Department at any time about the operations or performance of the CSB and shall respond formally to the Department, collaborating with it as appropriate, about these issues or concerns.

7. Department Responsibilities

a. Funding

The Department shall disburse state funds displayed in Exhibit A prospectively on a semi-monthly basis to the CSB, subject to the CSB’s compliance with the provisions of this contract. Payments may be revised to reflect funding adjustments. The Department shall disburse federal grant funds that it receives to the CSB in accordance with the requirements of the applicable federal grant and, wherever possible, prospectively on a semi-monthly basis. The Department shall make these payments in accordance with Exhibit E of this contract.

b. State Facility Services

1.) Availability: The Department shall make state facility services available, if appropriate,
through its state hospitals and training centers when individuals located in the CSB’s service area meet the admission criteria for these services.

2.) Bed Utilization: The Department shall track, monitor, and report on the CSB’s utilization of state hospitals and training center beds and provide data to the CSB about individuals receiving services from its service area who are served in state hospitals and training centers as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512 (k) (6) (ii). The Department shall distribute reports to CSBs on state hospital and training center bed utilization by the CSB for all types of beds (adult, geriatric, child and adolescent, and forensic) and for TDO admissions and bed day utilization.

3.) Continuity of Care: The Department shall manage its state hospitals and training centers in accordance with State Board Policy 1035, available at the Internet link in Exhibit L, to support service linkages with the CSB, including adherence to the applicable provisions of the Continuity of Care Procedures, attached to the CSB Administrative Requirements as Appendix A, and the current Collaborative Discharge Protocols for Community Services Boards and State Hospitals – Adult & Geriatric or Child & Adolescent and the current Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities, available at the Internet links in Exhibit L. The Department shall assure state hospitals and training centers use teleconferencing technology to the greatest extent practicable to facilitate the CSB’s participation in treatment planning activities and fulfillment of its discharge planning responsibilities for individuals in state hospitals and training centers for whom it is the case management CSB.

4.) Medical Screening and Medical Assessment: When working with CSBs and other facilities to arrange for treatment of individuals in the state hospital, the state hospital shall assure that its staff follows the current Medical Screening and Medical Assessment Guidance Materials, available at the Internet link in Exhibit L. The state hospital staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.

5.) Planning: The Department shall involve the CSB, as applicable and to the greatest extent possible, in collaborative planning activities regarding the future role and structure of state hospitals and training centers.

6.) Virginia Psychiatric Bed Registry: The Department shall participate in the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code, and state hospitalsshall update information about bed availability included in the registry whenever there is a change in bed availability for the hospital or, if no change in bed availability has occurred, at least daily.

c. Quality of Care

1.) Measures: The Department in collaboration with the VACSB Data Management and Quality Leadership Committees and the VACSB/DBHDS Quality and Outcomes Committee shall identify individual outcome, CSB provider performance, individual satisfaction, individual and family member participation and involvement measures, and quality improvement measures, pursuant to § 37.2-508 or § 37.2-608 of the Code, and shall collect information about these measures and work with the CSB to use them as part of the Continuous Quality Improvement Process described in Appendix E of the CSB Administrative Requirements to improve services.

2.) Department CSB Performance Measures Data Dashboard: The Department shall
develop a data dashboard to display the CSB Performance Measures in Exhibit B, developed in collaboration with the CSB, and disseminate it to CSBs. The Department shall work with the CSB to identify and implement actions to improve the CSB’s ranking on any outcome or performance measure on which it is below the benchmark.

3.) Utilization Management: The Department shall work with the CSB, state hospitals and training centers serving it, and private providers involved with the public mental health, developmental, and substance use disorder services system to implement regional utilization management procedures and practices reflected in the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference and is available at the Internet link in Exhibit L.

4.) Continuity of Care: In order to fulfill its responsibilities related to discharge planning, the Department shall comply with § 37.2-837 of the Code, State Board Policy 1036, the current Collaborative Discharge Protocols for Community Services Boards and State Hospitals – Adult & Geriatric or Child & Adolescent and the current Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities, available at the Internet links in Exhibit L, and the Continuity of Care Procedures, included in the CSB Administrative Requirements as Appendix A.

5.) Human Rights: The Department shall operate the statewide human rights system described in the current Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services, available at the Internet link in Exhibit L, by monitoring compliance with the human rights requirements in those regulations.

6.) Licensing: The Department shall license programs and services that meet the requirements in the current Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services, available at the Internet link in Exhibit L, and conduct licensing reviews in accordance with the provisions of those regulations. The Department shall respond in a timely manner to issues raised by the CSB regarding its efforts to coordinate and monitor services provided by independent providers licensed by the Department.

d. Reporting Requirements

1.) Subsequent Reporting Requirements: In accordance with State Board Policy 1030, the Department shall work with CSBs through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS 3, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The Department also shall work with CSBs through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, current CCS 3, and TEDS and other federal reporting requirements. The Department shall work with the CSB through the DMC to develop and implement any changes in data platforms used, data elements collected, or due dates for existing reporting mechanisms, including CCS 3, CARS, WaMS, FIMS, and the current prevention data system and stand-alone spreadsheet or other program-specific reporting processes.

2.) Community Consumer Submission: The Department shall collaborate with CSBs through the DMC in the implementation and modification of the current CCS 3, which reports individual characteristic and service data that is required under § 37.2-508 or § 37.2-608 of the Code, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, §1943 (a) (3) and §1971 and §1949, as amended by Public Law 106-310, to the Department
and is defined in the current CCS 3 Extract Specifications, including the current Business Rules. The Department will receive and use individual characteristic and service data disclosed by the CSB through CCS 3 as permitted under 45 CFR§§ 164.506 (c) (1) and (3) and 164.512 (a) (1) of the HIPAA regulations and § 32.1- 127.1:03.D (6) of the Code and shall implement procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of the Code and HIPAA. The Department shall follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases.

3.) Data Elements: The Department shall work with CSBs through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible. The Department shall work with the CSB through the DMC to develop, implement, maintain, and revise or update a mutually agreed upon electronic exchange mechanism that will import all information related to the support coordination or case management parts of the ISP (parts I-IV) and VIDES about individuals who are receiving DD Waiver services from CSB EHRs into WaMS. If the CSB does not use or is unable to use the data exchange, it shall enter this data directly into WaMS.

4.) Surveys: The Department shall ensure that all surveys and requests for data have been reviewed for cost effectiveness and developed through a joint Department and CSB process. The Department shall comply with the Procedures for Approving CSB Surveys, Questionnaires, and Data Collection Instruments and Establishing Reporting Requirements, reissued by Interim Commissioner S. Hughes Melton, MD, MBA on April 18, 2019 and available at the Internet link in Exhibit L.

5.) Streamlining Reporting Requirements: The Department shall work with CSBs through the DMC to review existing reporting requirements including the current CCS 3 to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS 3 Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

e. Data Quality
The Department shall provide data quality reports to the CSB on the completeness and validity of its CCS 3 data to improve data quality and integrity. The Department may require the CSB executive director to develop and implement a plan of correction to remedy persistent deficiencies in the CSB’s CCS 3 submissions. Once approved, the Department shall monitor the plan of correction and the CSB’s ongoing data quality. The Department may address persistent deficiencies that are not resolved through this process with an Individual CSB Performance Measure in Exhibit D.

f. Compliance Requirements
The Department shall comply with all applicable state and federal statutes and regulations, including those contained or referenced in the CSB Administrative Requirements, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or
documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

The Department and its state hospitals and training centers shall comply with HIPAA and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements. The Department shall initiate a BAA with the CSB for any HIPAA- or 42 CFR Part 2-PHI, PII, and other confidential data that it and its state facilities exchange with the CSB that is not covered by section 6.c.1.) a.) and f.) or 2.)c.) to ensure the privacy and security of sensitive data. The Department shall execute a BAA with FEI, its WaMS contractor, for the exchange of PHI, PII, and other confidential data that it or the CSB exchanges with FEI to ensure the privacy and security of sensitive data. The Department and its state hospitals and training centers shall ensure that any sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department and CSB.

g. Communication

The Department shall provide technical assistance and written notification to the CSB regarding changes in funding source requirements, such as regulations, policies, procedures, and interpretations, to the extent that those changes are known to the Department. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract. The Department shall provide any information requested by the CSB that is related to performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of the information requested. The Department shall issue new or revised policy, procedure, and guidance documents affecting CSBs via letters, memoranda, or emails from the Commissioner, Deputy Commissioner, or applicable Assistant Commissioner to CSB executive directors and other applicable CSB staff and post these documents in an easily accessible place on its web site within 10 business days of the date on which the documents are issued via letters, memoranda, or emails.

h. Regional Programs

The Department may conduct utilization review or management activities involving services provided by the CSB through a regional program. If such activities involve the disclosure of PHI, PII, or other information, the information may be used and disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii ) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code. If the CSB’s receipt of state funds as the fiscal agent for a regional program, as defined in the Regional Program Principles and the Regional Program Procedures in Appendices E and F of the current Core Services Taxonomy, including regional DAP, acute inpatient care (LIPOS), or state facility reinvestment project funds, causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the Code, the Department shall grant an automatic waiver of that requirement related to the funds for that regional program allocated to the other participating CSBs as authorized by that Code section and State Board Policy 4010, available at the Internet
i. Peer Review Process

The Department shall implement a process in collaboration with volunteer CSBs to ensure that at least five percent of community mental health and substance abuse programs receive independent peer reviews annually, per federal requirements and guidelines, to review the quality and appropriateness of services. The Department shall manage this process to ensure that peer reviewers do not monitor their own programs.

j. Electronic Health Record

The Department shall implement and maintain an EHR in its central office and state hospitals and training centers that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology- Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with CSBs.

k. Reviews

The Department shall review and take appropriate action on audits submitted by the CSB in accordance with the provisions of this contract and the CSB Administrative Requirements. The Department may conduct a periodic, comprehensive administrative and financial review of the CSB to evaluate the CSB’s compliance with requirements in the contract and CSB Administrative Requirements and the CSB’s performance. The Department shall present a report of the review to the CSB and monitor the CSB’s implementation of any recommendations in the report.

l. Department Comments or Recommendations on CSB Operations or Performance

The Commissioner of the Department may communicate significant issues or concerns about the operations or performance of the CSB to the executive director and CSB board members for their consideration, and the Department agrees to collaborate as appropriate with the executive director and CSB board members as they respond formally to the Department about these issues or concerns.

8. Subcontracting

The CSB may subcontract any requirements in this contract. The CSB shall remain fully and solely responsible and accountable for meeting all of its obligations and duties under this contract, including all services, terms, and conditions, without regard to its subcontracting arrangements. Subcontracting shall comply with applicable statutes, regulations, and guidelines, including the Virginia Public Procurement Act, § 2.1-4300 et seq. of the Code. All subcontracted activities shall be formalized in written contracts between the CSB and subcontractors. The CSB agrees to provide copies of contracts or other documents to the Department on request. A subcontract means a written agreement between the CSB and another party under which the other party performs any of the CSB’s obligations. Subcontracts, unless the context or situation supports a different interpretation or meaning, also may include agreements, memoranda of understanding, purchase orders, contracts, or other similar documents for the purchase of services or goods by the CSB from another organization or agency or a person on behalf of an individual. If the CSB hires an individual not as an employee but as a contractor (e.g., a part-time psychiatrist) to work in its programs, this does not constitute subcontracting under this section. CSB payments for rent or room and board in a non-licensed facility (e.g., rent subsidies or a hotel room) do not constitute subcontracting under this section, and the provisions of this section, except for compliance with the
Human Rights regulations, do not apply to the purchase of a service for one individual.

a. **Subcontracts**
   The written subcontract shall, as applicable and at a minimum, state the activities to be performed, the time schedule and duration, the policies and requirements, including data reporting, applicable to the subcontractor, the maximum amount of money for which the CSB may become obligated, and the manner in which the subcontractor will be compensated, including payment time frames. Subcontracts shall not contain provisions that require a subcontractor to make payments or contributions to the CSB as a condition of doing business with the CSB.

b. **Subcontractor Compliance**
   The CSB shall require that its subcontractors comply with the requirements of all applicable federal and state statutes, regulations, policies, and reporting requirements that affect or are applicable to the services included in this contract. The CSB shall require that its subcontractors submit to the CSB all required CCS 3 data on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its CCS 3 submissions to the Department. The CSB shall require that any agency, organization, or person with which it intends to subcontract services that are included in this contract is fully qualified and possesses and maintains current all necessary licenses or certifications from the Department and other applicable regulatory entities before it enters into the subcontract and places individuals in the subcontracted service. The CSB shall require all subcontractors that provide services to individuals and are licensed by the Department to maintain compliance with the Human Rights Regulations adopted by the State Board.

   The CSB shall, to the greatest extent practicable, require all other subcontractors that provide services purchased by the CSB for individuals and are not licensed by the Department to develop and implement policies and procedures that comply with the CSB’s human rights policies and procedures or to allow the CSB to handle allegations of human rights violations on behalf of individuals served by the CSB who are receiving services from such subcontractors. When it funds providers such as family members, neighbors, individuals receiving services, or others to serve individuals, the CSB may comply with these requirements on behalf of those providers, if both parties agree.

c. **Subcontractor Dispute Resolution**
   The CSB shall include contract dispute resolution procedures in its contracts with subcontractors.

d. **Quality Improvement Activities**
   The CSB shall, to the extent practicable, incorporate specific language in its subcontracts regarding the quality improvement activities of subcontractors. Each vendor that subcontracts with the CSB should have its own quality improvement system in place or participate in the CSB’s quality improvement program.

9. **Terms and Conditions**
   a. **Availability of Funds**
      The Department and the CSB shall be bound by the provisions of this contract only to the extent of the funds available or that may hereafter become available for the purposes of the contract.
   b. **Compliance**
      The Department may utilize a variety of remedies, including requiring a corrective action plan, delaying payments, reducing allocations or payments, and terminating the contract, to assure CSB compliance with this contract. Specific remedies, described in Exhibit I of this contract, may be
taken if the CSB fails to satisfy the reporting requirements in this contract.

c. **Disputes**
Resolution of disputes arising from Department contract compliance review and performance management efforts or from actions by the CSB related to this contract may be pursued through the dispute resolution process in section 9.f, which may be used to appeal only the following conditions:

1.) reduction or withdrawal of state general or federal funds, unless funds for this activity are withdrawn by action of the General Assembly or federal government or by adjustment of allocations or payments pursuant to section 5 of this contract;
2.) termination or suspension of the contract, unless funding is no longer available; 3.) refusal to negotiate or execute a contract modification;
4.) disputes arising over interpretation or precedence of terms, conditions, or scope of the contract; or
5.) determination that an expenditure is not allowable under this contract.

d. **Remediation Process**
The Department and the CSB shall use the remediation process mentioned in subsection E of § 37.2-508 or § 37.2-608 of the Code to address a particular situation or condition identified by the Department or the CSB that may, if unresolved, result in termination of all or a portion of the contract in accordance with the provisions of section 9.e. The parties shall develop the details of this remediation process and add them as an Exhibit D of this contract. This exhibit shall:

1.) describe the situation or condition, such as a pattern of failing to achieve a satisfactory level of performance on a significant number of major outcome or performance measures in the contract, that if unresolved could result in termination of all or a portion of the contract;
2.) require implementation of a plan of correction with specific actions and timeframes approved by the Department to address the situation or condition; and
3.) include the performance measures that will document a satisfactory resolution of the situation or condition.

If the CSB does not implement the plan of correction successfully within the approved timeframes, the Department, as a condition of continuing to fund the CSB, may request changes in the management and operation of the CSB’s services linked to those actions and measures in order to obtain acceptable performance. These changes may include realignment or re-distribution of state-controlled resources or restructuring the staffing or operations of those services. The Department shall review and approve any changes before their implementation. Any changes shall include mechanisms to monitor and evaluate their execution and effectiveness.

e. **Termination**

1.) The Department may terminate all or a portion of this contract immediately at any time during the contract period if funds for this activity are withdrawn or not appropriated by the General Assembly or are not provided by the federal government. In this situation, the obligations of the Department and the CSB under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.
2.) The CSB may terminate all or a portion of this contract immediately at any time during the contract period if funds for this activity are withdrawn or not appropriated by its local government(s) or other funding sources. In this situation, the obligations of the CSB and the Department under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination
on individuals receiving services and CSB staff.
3.) In accordance with subsection E of § 37.2-508 or § 37.2-608 of the Code, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in section 9.d and after affording the CSB an adequate opportunity to use the dispute resolution process described in section 9.f of this contract. The Department shall deliver a written notice specifying the cause to the CSB’s board chairperson and executive director at least 75 days prior to the date of actual termination of the contract. In the event of contract termination under these circumstances, only payment for allowable services rendered by the CSB shall be made by the Department.

f. Dispute Resolution Process
Disputes arising from any of the conditions in section 9.c of this contract shall be resolved using the following process:
1.) Within 15 calendar days of the CSB’s identification or receipt of a disputable action taken by the Department or of the Department’s identification or receipt of a disputable action taken by the CSB, the party seeking resolution of the dispute shall submit a written notice to the Department’s OMS Director, stating its desire to use the dispute resolution process. The written notice must describe the condition, nature, and details of the dispute and the relief sought by the party.
2.) The OMS Director shall review the written notice and determine if the dispute falls within the conditions listed in section 9.c. If it does not, the OMS Director shall notify the party in writing within seven days of receipt of the written notice that the dispute is not subject to this dispute resolution process. The party may appeal this determination to the Commissioner in writing within seven days of its receipt of the Director’s written notification.
3.) If the dispute falls within the conditions listed in section 9.c, the OMS Director shall notify the party within seven days of receipt of the written notice that a panel will be appointed within 15 days to conduct an administrative hearing.
4.) Within 15 days of notification to the party, a panel of three or five disinterested persons shall be appointed to hear the dispute. The CSB shall appoint one or two members; the Commissioner shall appoint one or two members; and the appointed members shall appoint the third or fifth member. Each panel member will be informed of the nature of the dispute and be required to sign a statement indicating that he has no interest in the dispute. Any person with an interest in the dispute shall be relieved of panel responsibilities and another person shall be selected as a panel member.
5.) The OMS Director shall contact the parties by telephone and arrange for a panel hearing at a mutually convenient time, date, and place. The panel hearing shall be scheduled not more than 15 days after the appointment of panel members. Confirmation of the time, date, and place of the hearing will be communicated to all parties at least seven days in advance of the hearing.
6.) The panel members shall elect a chairman and the chairman shall convene the panel. The party requesting the panel hearing shall present evidence first, followed by the presentation of the other party. The burden shall be on the party requesting the panel hearing to establish that the disputed decision or action was incorrect and to present the basis in law, regulation, or policy for its assertion. The panel may hear rebuttal evidence after the initial presentations by the CSB and the Department. The panel may question either party in order to obtain a clear understanding of the facts.
7.) Subject to provisions of the Freedom of Information Act, the panel shall convene in closed session at the end of the hearing and shall issue written recommended findings of fact within seven days of the hearing. The recommended findings of fact shall be submitted to the Commissioner for a final decision.
8.) The findings of fact shall be final and conclusive and shall not be set aside by the
Commissioner unless they are (a.) fraudulent, arbitrary, or capricious; (b.) so grossly erroneous as to imply bad faith; (c.) in the case of termination of the contract due to failure to perform, the criteria for performance measurement are found to be erroneous, arbitrary, or capricious; or (d.) not within the CSB’s purview.

9.) The final decision shall be sent by certified mail to both parties no later than 60 days after receipt of the written notice from the party invoking the dispute resolution process.

10.) Multiple appeal notices shall be handled independently and sequentially so that an initial appeal will not be delayed by a second appeal.

11.) The CSB or the Department may seek judicial review of the final decision to terminate the contract in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.

g. Contract Amendment
This contract, including all exhibits and incorporated documents, constitutes the entire agreement between the Department and the CSB. The services identified in Exhibit A of this contract may be revised in accordance with the performance contract revision instructions contained in Exhibit E of this contract. Other provisions of this contract may be amended only by mutual agreement of the parties, in writing and signed by the parties hereto.

h. Liability
The CSB shall defend or compromise, as appropriate, all claims, suits, actions, or proceedings arising from its performance of this contract. The CSB shall obtain and maintain sufficient liability insurance to cover claims for bodily injury and property damage and suitable administrative or directors and officers liability insurance. The CSB may discharge these responsibilities by means of a proper and sufficient self-insurance program operated by the state or a city or county government. The CSB shall provide a copy of any policy or program to the Department upon request. This contract is not intended to and does not create by implication or otherwise any basis for any claim or cause of action by a person or entity not a party to this contract arising out of any claimed violation of any provision of this contract, nor does it create any claim or right on behalf of any person to services or benefits from the CSB or the Department.

i. Constitution of the CSB
The resolutions or ordinances currently in effect that were enacted by the governing body or bodies of the local government or governments to establish the CSB are consistent with applicable statutory requirements in §§ 37.2-500, 37.2-501, and 37.2-502 or §§ 37.2-601, 37.2-602, and 37.2-603 of the Code and accurately reflect the current purpose, roles and responsibilities, local government membership, number and type of CSB board member appointments from each locality, the CSB’s relationship with its local government or governments, and the name of the CSB.

j. Severability
Each paragraph and provision of this contract is severable from the entire contract, and the remaining provisions shall nevertheless remain in full force and effect if any provision is declared invalid or unenforceable.

10. Signatures
In witness thereof, the Department and the CSB have caused this performance contract to be executed by the following duly authorized officials.
Virginia Department of Behavioral Health and Developmental Services

By: ________________________________  By: ________________________________
Name: S. Hughes Melton, MD, MBA  Name: ________________________________
Title: FAAFP, FABAM  Title: CSB Chairperson
Date: ________________________________  Date: ________________________________

By: ________________________________
Name: ________________________________
Title: CSB Executive Director
Date: ________________________________
Consolidated Budget (Pages AF-3 Through AF-8)

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>Mental Health (MH) Services</th>
<th>Developmental (DV) Services</th>
<th>Substance Use Disorder (SUD) Services</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Matching Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer Fees (In)/Out</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Retained Earnings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Retained Earnings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Retained Earnings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: Ongoing Funds

| State Funds One-Time     |                             |                            |                                      |       |
| Federal Funds One-Time   |                             |                            |                                      |       |

Subtotal: One-Time Funds

Total: All Funds

Cost for MH, DV, SUD Services

<table>
<thead>
<tr>
<th>Cost for Emergency Services (AP-4)</th>
<th>Cost for Ancillary Services (AP-4)</th>
<th>Total Cost for Services</th>
</tr>
</thead>
</table>

Local Match Computation

<table>
<thead>
<tr>
<th>Total State Funds</th>
<th>CSB Administrative Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Local Matching Funds</td>
<td>Administrative Expenses</td>
</tr>
<tr>
<td>Total State and Local Funds</td>
<td>Total Cost for Services</td>
</tr>
<tr>
<td>Total Local Match Percentage (Local ÷ Total State + Local Funds)</td>
<td>Administrative Percentage (Admin ÷ Total Expenses)</td>
</tr>
</tbody>
</table>

Note: Exhibit A is submitted to the Department by the CSB electronically using the CARS software application.
CSB: _

Financial Comments

<table>
<thead>
<tr>
<th>Comment 1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Comment 2</td>
<td></td>
</tr>
<tr>
<td>Comment 3</td>
<td></td>
</tr>
<tr>
<td>Comment 4</td>
<td></td>
</tr>
<tr>
<td>Comment 5</td>
<td></td>
</tr>
<tr>
<td>Comment 6</td>
<td></td>
</tr>
<tr>
<td>Comment 7</td>
<td></td>
</tr>
<tr>
<td>Comment 8</td>
<td></td>
</tr>
<tr>
<td>Comment 9</td>
<td></td>
</tr>
<tr>
<td>Comment 10</td>
<td></td>
</tr>
<tr>
<td>Comment 11</td>
<td></td>
</tr>
<tr>
<td>Comment 12</td>
<td></td>
</tr>
<tr>
<td>Comment 13</td>
<td></td>
</tr>
<tr>
<td>Comment 14</td>
<td></td>
</tr>
<tr>
<td>Comment 15</td>
<td></td>
</tr>
<tr>
<td>Comment 16</td>
<td></td>
</tr>
<tr>
<td>Comment 17</td>
<td></td>
</tr>
<tr>
<td>Comment 18</td>
<td></td>
</tr>
<tr>
<td>Comment 19</td>
<td></td>
</tr>
<tr>
<td>Comment 20</td>
<td></td>
</tr>
<tr>
<td>Comment 21</td>
<td></td>
</tr>
<tr>
<td>Comment 22</td>
<td></td>
</tr>
<tr>
<td>Comment 23</td>
<td></td>
</tr>
<tr>
<td>Comment 24</td>
<td></td>
</tr>
<tr>
<td>Comment 25</td>
<td></td>
</tr>
</tbody>
</table>

Use of Retained Earnings
FY 2020 Exhibit A: Resources and Services for Mental Health (MH) Services

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FEES</strong></td>
<td></td>
</tr>
<tr>
<td>MH Medicaid Fees</td>
<td></td>
</tr>
<tr>
<td>MH Fees: Other</td>
<td></td>
</tr>
<tr>
<td>Total MH Fees</td>
<td></td>
</tr>
<tr>
<td>MH Fees Transfer In/(Out)</td>
<td></td>
</tr>
<tr>
<td><strong>MH NET FEES FEDERAL FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td>MH FBG SED Child &amp; Adolescent (93.958)*</td>
<td>MH</td>
</tr>
<tr>
<td>FBG Young Adult SMI (93.958)*</td>
<td></td>
</tr>
<tr>
<td>MH FBG SMI (93.958)</td>
<td>1</td>
</tr>
<tr>
<td>MH FBG SMI PACT (93.958)</td>
<td>1</td>
</tr>
<tr>
<td>MH FBG SMI SWV BH Board (93.958)</td>
<td>1</td>
</tr>
<tr>
<td>Total MH FBG SMI Funds*</td>
<td></td>
</tr>
<tr>
<td>MH FBG Geriatrics (93.958)*</td>
<td></td>
</tr>
<tr>
<td>MH FBG Peer Services (93.958)*</td>
<td></td>
</tr>
<tr>
<td><strong>Total MH FBG Adult Funds</strong></td>
<td></td>
</tr>
<tr>
<td>MH Federal PATH (93.150)*</td>
<td>MH</td>
</tr>
<tr>
<td>Federal CABHI (93.243)*</td>
<td></td>
</tr>
<tr>
<td>MH Federal Pre-Trial Diversion Initiative (16.745) MH</td>
<td></td>
</tr>
<tr>
<td>Other Federal - DBHDS*</td>
<td></td>
</tr>
<tr>
<td>MH Other Federal - CSB*</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>TOTAL MH FEDERAL FUNDS</td>
</tr>
<tr>
<td><strong>STATE FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Regional Funds</strong></td>
<td></td>
</tr>
<tr>
<td>MH Acute Care (Fiscal Agent)*</td>
<td>2</td>
</tr>
<tr>
<td>MH Acute Care Transfer In/(Out)</td>
<td></td>
</tr>
<tr>
<td>Total MH Net Acute Care - Restricted</td>
<td></td>
</tr>
<tr>
<td>MH Regional DAP (Fiscal Agent)*</td>
<td>2</td>
</tr>
<tr>
<td>MH Regional DAP Transfer In/ (Out)</td>
<td></td>
</tr>
<tr>
<td><strong>Total MH Net Regional DAP - Restricted</strong></td>
<td>MH Crisis</td>
</tr>
<tr>
<td><strong>Regional Residential DAP - Restricted</strong></td>
<td>MH Crisis</td>
</tr>
<tr>
<td>Stabilization (Fiscal Agent)*</td>
<td>2</td>
</tr>
<tr>
<td>MH Crisis Stabilization Transfer In/(Out)</td>
<td></td>
</tr>
<tr>
<td>Total MH Net Crisis Stabilization – Restricted</td>
<td></td>
</tr>
<tr>
<td>MH Transfers from DBHDS Facilities (Fiscal Agent)</td>
<td></td>
</tr>
<tr>
<td>MH Transfers from DBHDS Facilities - Transfer In/(Out)</td>
<td></td>
</tr>
<tr>
<td>Total Net MH Transfers from DBHDS Facilities</td>
<td></td>
</tr>
<tr>
<td>MH Recovery (Fiscal Agent)+</td>
<td></td>
</tr>
<tr>
<td>MH Other Merged Regional Funds (Fiscal Agent)+</td>
<td></td>
</tr>
<tr>
<td>MH Total Regional Transfer In/(Out)</td>
<td></td>
</tr>
<tr>
<td><strong>MH Net Unrestricted Regional Funds</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total MH Net Regional State Funds</strong></td>
<td></td>
</tr>
</tbody>
</table>
### FY 2020 Exhibit A: Resources and Services for Mental Health (MH) Services

#### Funding Sources

<table>
<thead>
<tr>
<th>Children’s State Funds</th>
<th>Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>MH Child &amp; Adolescent Services Initiative*</td>
<td></td>
</tr>
<tr>
<td>MH Children’s Outpatient Services*</td>
<td></td>
</tr>
<tr>
<td>MH Juvenile Detention*</td>
<td></td>
</tr>
<tr>
<td>Total MH Restricted Children’s Funds</td>
<td></td>
</tr>
<tr>
<td>MH State Children’s Services‡</td>
<td></td>
</tr>
<tr>
<td>MH Demo Project - System of Care (Child) ‡</td>
<td></td>
</tr>
<tr>
<td>Total MH Unrestricted Children’s Funds</td>
<td></td>
</tr>
<tr>
<td>MH Crisis Response &amp; Child Psychiatry (Fiscal Agent) *</td>
<td></td>
</tr>
<tr>
<td>MH Crisis Response &amp; Child Psychiatry Transfer In/(Out)</td>
<td></td>
</tr>
<tr>
<td>Total MH Net Crisis Response &amp; Child Psychiatry</td>
<td>Total MH Children’s State Funds (Restricted)</td>
</tr>
</tbody>
</table>

#### Other State Funds

| MH Law Reform*                  |       |
| MH Pharmacy - Medication Supports* |       |
| MH Jail Diversion Services*     |       |
| MH Rural Jail Diversion*        |       |
| MH Forensic Discharge Planning* |       |
| MH Assisted Living Facility Support* |       |
| MH Docket Pilot JMHCMP Match   |       |
| MH Adult Outpatient Competency Restoration Services* |       |
| MH CIT Assessment Sites*        |       |
| MH Expand Tele-psychiatry Capacity* |       |
| MH Young Adult SMI*             |       |
| MH PACT*                       |       |
| MH PACT Forensic Enhancement*   |       |
| MH Gero-Psychiatric Services*   |       |
| MH Permanent Supportive Housing*|       |
| MH Step VA*                    |       |
| MH Expanded Community Capacity (Fiscal Agent) * |       |
| MH Expanded Community Capacity Transfer In/(Out) |       |
| Total MH Net Expanded Community Capacity |       |
| MH First Aid and Suicide Prevention (Fiscal Agent)* |       |
| MH First Aid and Suicide Prevention Transfer In/(Out) |       |
| Total MH Net First Aid and Suicide Prevention | Total MH Restricted Other State Funds |
| MH State Funds‡                |       |
| MH State Regional Deaf Services‡ | MH State NGRI Funds‡ |
| MH Geriatric Services‡         |       |
| Total MH Unrestricted Other State Funds |       |
| TOTAL MH STATE FUNDS           |       |

#### Total MH State Funds

| MH Other Funds*                  |       |
| MH Federal Retained Earnings*     |       |
| MH State Retained Earnings*       |       |
| MH State Retained Earnings - Regional Programs* MH Other Retained Earnings* |       |
FY 2020 Exhibit A: Resources and Services for Mental Health (MH) Services

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL MH OTHER FUNDS</td>
<td></td>
</tr>
<tr>
<td><strong>LOCAL MATCHING FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td>MH Local Government Appropriations‡; MH Philanthropic Cash Contributions‡; MH In-Kind Contributions‡; MH Local Interest Revenue‡</td>
<td></td>
</tr>
<tr>
<td>TOTAL MH LOCAL MATCHING FUNDS</td>
<td>TOTAL MH FUNDS</td>
</tr>
<tr>
<td><strong>ONE-TIME FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td>MH FBG SMI (93.958)<em>; MH FBG SED Child &amp; Adolescent (93.958)</em>; MH FBG Peer Services (93.958) <em>; MH State Funds</em></td>
<td></td>
</tr>
<tr>
<td>TOTAL MH ONE-TIME FUNDS</td>
<td></td>
</tr>
<tr>
<td>TOTAL MH ALL FUNDS</td>
<td></td>
</tr>
</tbody>
</table>

1. These funds are earmarked but not restricted; they are part of MH FBG SMI.

2. MH acute care (LIPOS), regional DAP, and crisis stabilization funds are restricted, but each type of funds can be used for the other purposes in certain situations approved by the Department.

* These funds are restricted and expenditures of them are tracked and reported separately.

‡ These funds are earmarked but not restricted; expenditures are reported for the total amount.

+ Funds are earmarked in a pool of Regional Funds; expenditures are reported for the total amount.
### FY 2020 Exhibit A: Resources and Services for Developmental (DV) Services

<table>
<thead>
<tr>
<th><strong>Funding Sources</strong></th>
<th><strong>Funds</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FEES</strong></td>
<td>DV Medicaid DD Waiver Fees</td>
</tr>
<tr>
<td></td>
<td>DV Medicaid ICF/IDD Fees</td>
</tr>
<tr>
<td></td>
<td>DV Other Medicaid Fees</td>
</tr>
<tr>
<td></td>
<td>DV Fees: Other</td>
</tr>
<tr>
<td><strong>Total DV Fees</strong></td>
<td>DV Fees Transfer In/(Out)</td>
</tr>
<tr>
<td><strong>DV NET FEES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>FEDERAL FUNDS</strong></td>
<td>DV Other Federal - DBHDS*</td>
</tr>
<tr>
<td></td>
<td>DV Other Federal - CSB*</td>
</tr>
<tr>
<td><strong>TOTAL DV FEDERAL FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>STATE FUNDS</strong></td>
<td>DV State Funds‡</td>
</tr>
<tr>
<td></td>
<td>DV OBRA Funds‡</td>
</tr>
<tr>
<td><strong>Total DV Unrestricted State Funds</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DV Rental Subsidies*</td>
</tr>
<tr>
<td></td>
<td>DV Guardianship Funding*</td>
</tr>
<tr>
<td></td>
<td>DV Crisis Stabilization (Fiscal Agent)*</td>
</tr>
<tr>
<td></td>
<td>DV Crisis Stabilization Transfer In/(Out)</td>
</tr>
<tr>
<td></td>
<td>DV Net Crisis Stabilization*</td>
</tr>
<tr>
<td></td>
<td>DV Crisis Stabilization - Children (Fiscal Agent)*</td>
</tr>
<tr>
<td></td>
<td>DV Crisis Stabilization - Children Transfer In/(Out)</td>
</tr>
<tr>
<td></td>
<td>DV Net Crisis Stabilization - Children</td>
</tr>
<tr>
<td></td>
<td>DV Transfers from DBHDS Facilities (Fiscal Agent)</td>
</tr>
<tr>
<td></td>
<td>DV Transfers from DBHDS Facilities - Transfer In/(Out)</td>
</tr>
<tr>
<td><strong>Total Net DV Transfers from DBHDS Facilities</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total DV Restricted State Funds</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL DV STATE FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER FUNDS</strong></td>
<td>DV Workshop Sales*</td>
</tr>
<tr>
<td></td>
<td>DV Other Funds*</td>
</tr>
<tr>
<td></td>
<td>DV State Retained Earnings*</td>
</tr>
<tr>
<td></td>
<td>DV State Retained Earnings - Regional Programs*</td>
</tr>
<tr>
<td></td>
<td>DV Other Retained Earnings*</td>
</tr>
<tr>
<td><strong>TOTAL DV OTHER FUNDS</strong></td>
<td></td>
</tr>
</tbody>
</table>
## FY 2020 Exhibit A: Resources and Services for Developmental (DV) Services

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOCAL MATCHING FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td>DV Local Government Appropriations‡</td>
<td></td>
</tr>
<tr>
<td>DV Philanthropic Cash Contributions‡</td>
<td></td>
</tr>
<tr>
<td>DV In-Kind Contributions‡</td>
<td></td>
</tr>
<tr>
<td>DV Local Interest Revenue‡</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL DV LOCAL MATCHING FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ONE-TIME FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td>DV State Funds*</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL DV ONE-TIME FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL DV ALL FUNDS</strong></td>
<td></td>
</tr>
</tbody>
</table>

* These funds are restricted and expenditures of them are tracked and reported separately.
‡ These funds are earmarked but not restricted; expenditures are reported for the total amount.
FY 2020 Exhibit A: Resources and Services for Developmental (DV) Services

**CSB:**

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FEES</strong></td>
<td></td>
</tr>
<tr>
<td>SUD Medicaid Fees</td>
<td></td>
</tr>
<tr>
<td>SUD Fees: Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total SUD Fees</strong></td>
<td></td>
</tr>
<tr>
<td>SUD Fees Transfer In/(Out)</td>
<td></td>
</tr>
<tr>
<td><strong>SUD NET FEES FEDERAL FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td>SUD FBG Alcohol/Drug Treatment (93.959)‡ 1</td>
<td></td>
</tr>
<tr>
<td>SUD FBG SARPOS (93.959)‡</td>
<td></td>
</tr>
<tr>
<td>SUD FBG Jail Services (93.959)‡ SUD</td>
<td></td>
</tr>
<tr>
<td>FBG Co-Occurring (93.959)‡ SUD FBG</td>
<td></td>
</tr>
<tr>
<td>New Directions (93.959)‡ SUD FBG</td>
<td></td>
</tr>
<tr>
<td>Recovery (93.959)‡</td>
<td></td>
</tr>
<tr>
<td>SUD FBG Medically Assisted Treatment (93.959)</td>
<td></td>
</tr>
<tr>
<td><strong>Total SUD FBG Alcohol/Drug Treatment Funds</strong></td>
<td></td>
</tr>
<tr>
<td>SUD FBG Women (Includes LINK at 6 CSBs) (93.959)*</td>
<td></td>
</tr>
<tr>
<td>SUD FBG Prevention-Women (LINK) (93.959)*</td>
<td></td>
</tr>
<tr>
<td><strong>Total SUD FBG Women Funds</strong></td>
<td></td>
</tr>
<tr>
<td>SUD FBG Prevention (93.959)</td>
<td></td>
</tr>
<tr>
<td>SUD FBG Prevention Family Wellness (93.959)</td>
<td></td>
</tr>
<tr>
<td><strong>Total SUD FBG Prevention Funds SUD Federal</strong></td>
<td></td>
</tr>
<tr>
<td>VA Project LINK/PPW (93.243)* SUD Federal</td>
<td></td>
</tr>
<tr>
<td>CABHI (93.243)*</td>
<td></td>
</tr>
<tr>
<td>SUD Federal Strategic Prevention (93.243)*</td>
<td></td>
</tr>
<tr>
<td>SUD Federal YSAT – Implementation (93.243)* SUD</td>
<td></td>
</tr>
<tr>
<td>Federal OPT-R Recovery (93.788)*</td>
<td></td>
</tr>
<tr>
<td>SUD Federal OPT-R Prevention (93.788)*</td>
<td></td>
</tr>
<tr>
<td>SUD Federal OPT-R Treatment (93.788)*</td>
<td></td>
</tr>
<tr>
<td><strong>Total SUD Federal OPT-(93.788)</strong>*</td>
<td></td>
</tr>
<tr>
<td>SUD Federal Opioid Response Recovery (93.788)*</td>
<td></td>
</tr>
<tr>
<td>SUD Federal Opioid Response Prevention (93.788)*</td>
<td></td>
</tr>
<tr>
<td>SUD Federal Opioid Response Treatment (93.788)*</td>
<td></td>
</tr>
<tr>
<td>Total SUD Federal Opioid Response (93.788)*</td>
<td></td>
</tr>
<tr>
<td>SUD Other Federal - DBHDS*</td>
<td></td>
</tr>
<tr>
<td>SUD Other Federal - CSB*</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL SUD FEDERAL FUNDS**

**STATE FUNDS**

**Regional Funds**

SUD Facility Reinvestment (Fiscal Agent)*

SUD Facility Reinvestment Transfer In/(Out) 

**SUD Net Facility Reinvestment Funds**

SUD Transfers from DBHDS Facilities (Fiscal Agent)

SUD Transfers from DBHDS Facilities – Transfer In/(Out) 

Total Net DV Transfers from DBHDS Facilities 

**Other State Funds**

SUD Community Detoxification*

Page 44 of 89
**FY 2020 Exhibit A: Resources and Services for Developmental (DV) Services**

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUD Women (Includes LINK - 4 CSBs)³*</td>
<td>SUD Recovery</td>
</tr>
<tr>
<td>SUD Peer Support Recovery*</td>
<td></td>
</tr>
<tr>
<td>SUD MAT - Medically Assisted Treatment*</td>
<td></td>
</tr>
<tr>
<td>SUD SARPOS*</td>
<td></td>
</tr>
<tr>
<td>SUD Step VA*</td>
<td></td>
</tr>
<tr>
<td>SUD Recovery*</td>
<td></td>
</tr>
<tr>
<td>SUD Permanent Supportive Housing Women*</td>
<td></td>
</tr>
<tr>
<td><strong>Total SUD Restricted Other State Funds</strong></td>
<td></td>
</tr>
<tr>
<td>SUD State Funds ‡</td>
<td></td>
</tr>
<tr>
<td>SUD Region V Residential‡</td>
<td></td>
</tr>
<tr>
<td>SUD Jail Services/Juvenile Detention‡</td>
<td></td>
</tr>
<tr>
<td>SUD HIV/AIDS‡</td>
<td></td>
</tr>
<tr>
<td><strong>Total SUD Unrestricted Other State Funds</strong></td>
<td><strong>Total SUD Other State Funds</strong></td>
</tr>
<tr>
<td><strong>TOTAL SUD STATE FUNDS</strong></td>
<td></td>
</tr>
</tbody>
</table>

**OTHER FUNDS**

<table>
<thead>
<tr>
<th>Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUD Other Funds*</td>
</tr>
<tr>
<td>SUD Federal Retained Earnings*</td>
</tr>
<tr>
<td>SUD State Retained Earnings*</td>
</tr>
<tr>
<td>SUD State Retained Earnings - Regional Programs*</td>
</tr>
<tr>
<td>SUD Other Retained Earnings*</td>
</tr>
<tr>
<td><strong>TOTAL SUD OTHER FUNDS</strong></td>
</tr>
</tbody>
</table>

**LOCAL MATCHING FUNDS**

<table>
<thead>
<tr>
<th>Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUD Local Government Appropriations‡</td>
</tr>
<tr>
<td>SUD Philanthropic Cash Contributions‡</td>
</tr>
<tr>
<td>SUD In-Kind Contributions‡</td>
</tr>
<tr>
<td>SUD Local Interest Revenue‡</td>
</tr>
<tr>
<td><strong>TOTAL SUD LOCAL MATCHING FUNDS</strong></td>
</tr>
<tr>
<td><strong>TOTAL SUD FUNDS</strong></td>
</tr>
</tbody>
</table>

**ONE-TIME FUNDS**

<table>
<thead>
<tr>
<th>Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUD FBG Alcohol/Drug Treatment (93.959) *</td>
</tr>
<tr>
<td>SUD FBG Women (includes LINK - 6 CSBs) (93.959) *</td>
</tr>
<tr>
<td>SUD FBG Prevention (93.959) *</td>
</tr>
<tr>
<td>SUD State Funds</td>
</tr>
<tr>
<td><strong>TOTAL SUD ONE-TIME FUNDS</strong></td>
</tr>
</tbody>
</table>

---

1. Includes former SUD FBG Crisis Intervention. SUD FBG Alcohol/Drug Treatment funds are restricted, all of the following funds are also SUD FBG Alcohol/Drug Treatment funds but are only earmarked; the total amount of SUD FBG Alcohol/Drug Treatment expenditures shall be tracked and reported.

2. While SUD FBG Prevention funds are restricted, these funds are also SUD FBG Prevention funds but are only earmarked; and the total amount of SUD FBG Prevention expenditures shall be tracked and reported.

3. Includes former SUD Postpartum Women funds.

4. Includes former SUD Facility Diversion funds.
FY 2020 Exhibit A: Resources and Services for Developmental (DV) Services

CSB:  

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>Funds</th>
</tr>
</thead>
</table>

* These funds are restricted and expenditures of them are tracked and reported separately.

‡ These funds are earmarked but not restricted; expenditures are reported for the total amount.
Local Government Tax Appropriations

<table>
<thead>
<tr>
<th>City or County</th>
<th>Tax Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Local Government Tax Funds

Reconciliation of Projected Resources and Core Services Costs by Program Area CSB:

<table>
<thead>
<tr>
<th></th>
<th>MH Services</th>
<th>DV Services</th>
<th>SUD Services</th>
<th>Emergency Services</th>
<th>Ancillary Services</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total All Funds (Page AF-1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost for MH, DV, SUD, Emergency, and Ancillary Services (Page AF-1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Difference</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FY 2020 Exhibit A: Resources and Services for Developmental (DV) Services

Difference results from Explanation of Other in Table Above

<table>
<thead>
<tr>
<th>Other:</th>
<th>Funding Sources</th>
<th>Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CSB 100 Mental Health Services

<table>
<thead>
<tr>
<th>Core Services</th>
<th>Projected Service Capacity</th>
<th>Projected Numbers of Individuals Receiving Services</th>
<th>Projected Total Service Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>250 Acute Psychiatric Inpatient Services</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>310 Outpatient Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>312 Medical Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>350 Assertive Community Treatment</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>320 Case Management Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>410 Day Treatment or Partial Hospitalization</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>420 Ambulatory Crisis Stabilization Services</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>425 Mental Health Rehabilitation</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>430 Sheltered Employment</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>465 Group Supported Employment</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>460 Individual Supported Employment</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>501 MH Highly Intensive Residential Services (MH Residential Treatment Centers)</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>510 Residential Crisis Stabilization Services</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>521 Intensive Residential Services</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>551 Supervised Residential Services</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>581 Supportive Residential Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>610 Prevention Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Form 11 A: Pharmacy Medication Supports

<table>
<thead>
<tr>
<th>Number of Consumers</th>
</tr>
</thead>
<tbody>
<tr>
<td>803 Total Pharmacy Medication Supports Consumers</td>
</tr>
</tbody>
</table>
CSB: Funding Sources

CSB 200 Developmental Services

<table>
<thead>
<tr>
<th>Core Services</th>
<th>Projected Service Capacity</th>
<th>Projected Numbers of Individuals Receiving Services</th>
<th>Projected Total Service Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>310 Outpatient Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>312 Medical Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>320 Case Management Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>420 Ambulatory Crisis Stabilization Services</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>425 Developmental Habilitation</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>430 Sheltered Employment</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>465 Group Supported Employment</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>460 Individual Supported Employment</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>501 Highly Intensive Residential Services</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Community-Based ICF/IDD Services)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>510 Residential Crisis Stabilization Services</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>521 Intensive Residential Services</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>551 Supervised Residential Services</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>581 Supportive Residential Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>610 Prevention Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FY 2020 Exhibit A: Resources and Services for Developmental (DV) Services

<table>
<thead>
<tr>
<th>Core Services</th>
<th>Projected Service Capacity</th>
<th>Projected Numbers of Individuals Receiving Services</th>
<th>Projected Total Service Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>250 Acute Substance Use Disorder Inpatient Services</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>260 Community-Based Substance Use Disorder</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Detoxification Inpatient Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>310 Outpatient Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>312 Medical Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>313 Intensive Outpatient Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>335 Medication Assisted Treatment</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>320 Case Management Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>410 Day Treatment or Partial Hospitalization</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>420 Ambulatory Crisis Stabilization Services</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>425 Substance Use Disorder Rehabilitation</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>430 Sheltered Employment</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>465 Group Supported Employment</td>
<td>Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>460 Individual Supported Employment</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>510 Residential Crisis Stabilization Services</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>521 Intensive Residential Services</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>551 Supervised Residential Services</td>
<td>Beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>581 Supportive Residential Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>610 Prevention Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CSB 400 Emergency and Ancillary Services

CSB:

<table>
<thead>
<tr>
<th>Core Services</th>
<th>Projected Service Capacity</th>
<th>Projected Numbers of Individuals Receiving Services</th>
<th>Projected Total Service Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Emergency Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ancillary Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>318 Motivational Treatment Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>390 Consumer Monitoring Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>720 Assessment and Evaluation Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>620 Early Intervention Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>730 Consumer-Run Services</td>
<td>FTEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ancillary Services Totals</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures

The Department shall continue to work with CSBs to achieve a welcoming, recovery-oriented, integrated services system for individuals receiving services and their families in which CSBs, state facilities, programs, and services staff, in collaboration with individuals and their families, are becoming more welcoming, recovery-oriented, and integrated. The process for achieving this goal within limited resources is to build a system-wide CQI process in a partnership among CSBs, the Department, and other stakeholders in which there is a consistent shared vision combined with a measurable and achievable implementation process for each CSB to make progress toward it.

Appendix E in the CSB Administrative Requirements provides further clarification for those implementation activities, so that each CSB can be successful in designing a performance improvement process at the local level. Pursuant to Section 7: Accountability in the Community Services Performance Contract Partnership Agreement, the CSB provides the affirmations in Appendix E of the CSB Administrative Requirements of its compliance with the performance expectations and goals in that appendix. If the CSB cannot provide a particular affirmation, it shall attach an explanation to this exhibit with a plan for complying with the identified expectation or goal, including specific actions and target dates. The Department will review this plan and negotiate any changes with the CSB, whereupon, it will be part of this exhibit.

The CSB and Department agree to implement, monitor, and take appropriate action on the following performance measures.

I. Exhibit B Performance Measures

A. Continuity of Care for Local Psychiatric Inpatient Discharges
   1. **Measure:** Percent of individuals for whom the CSB purchased or managed local inpatient psychiatric services from a private psychiatric hospital or psychiatric unit in a public or private hospital who keep a face-to-face (non-emergency) mental health outpatient service appointment within seven calendar days after discharge.
   2. **Benchmark:** At least 70 percent of these individuals shall receive a face-to-face (non-emergency) mental health outpatient service from the CSB within seven calendar days after discharge.
   3. **Monitoring:** The Department shall monitor this measure through comparing CCS 3 data on individuals receiving local inpatient services funded through LIPOS, otherwise purchased, or managed (e.g., free bed days included in LIPOS contracts) by the CSB and the next date on which those individuals received mental health outpatient services after the end date for the inpatient services and work with the CSB to achieve this benchmark if it did not meet it.

B. Continuity of Care for State Hospital Discharges
   1. **Measure:** Percent of individuals for whom the CSB is the identified case management CSB who keep a face-to-face (non-emergency) mental health outpatient service appointment within seven calendar days after discharge from a state hospital.
   2. **Benchmark:** At least 80 percent of these individuals shall receive a face-to-face (non-emergency) mental health outpatient service from the CSB within seven calendar days after discharge.
   3. **Monitoring:** The Department shall monitor this measure through comparing AVATAR data on individuals discharged from state hospitals to the CSB with CCS 3 data about their dates of mental health outpatient services after discharge from the state hospital and work with the CSB to achieve this benchmark if it did not meet it.
C. Residential Crisis Stabilization Unit (RCSU) Utilization

1. **Measure**: Percent of all available RCSU bed days for adults and children utilized annually.

2. **Benchmark**: The CSB that operates an RCSU shall ensure that the RCSU, once it is fully operational, achieves an annual average utilization rate of at least 75 percent of available bed days.

3. **Monitoring**: The Department shall monitor this measure using data from CCS 3 service records and CARS service capacity reports and work with the CSB to achieve this benchmark if it did not meet it.

D. Regional Discharge Assistance Program (RDAP) Service Provision

1. **Measure**: Percentage of the total annual state RDAP fund allocations to a region obligated and expended by the end of the fiscal year.

2. **Benchmark**: CSBs in a region shall obligate at least 95 percent and expend at least 90 percent of the total annual ongoing state RDAP fund allocations on a regional basis by the end of the fiscal year. The benchmark does not include one-time state RDAP allocations provided to support ongoing DAP plans for multiple years.

3. **Monitoring**: The Department shall monitor this measure using reports from regional managers and CARS reports. If CSBs in a region cannot accomplish this measure, the Department may work with the regional management group (RMG) and participating CSBs to transfer state RDAP funds to other regions to reduce extraordinary barriers to discharge lists (EBLs) to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended or unobligated state RDAP funds. See Exhibit C for additional information.

E. Local Inpatient Purchase of Services (LIPOS) Provision

1. **Measure**: Percentage of the total annual regional state mental health LIPOS fund allocations to a region expended by the end of the fiscal year.

2. **Benchmark**: CSBs in a region shall expend at least 85 percent of the total annual regional state mental health LIPOS fund allocations by the end of the fiscal year.

3. **Monitoring**: The Department shall monitor this measure using reports from regional managers and CARS reports. If CSBs in a region cannot accomplish this measure, the Department may work with the regional management group (RMG) and participating CSBs to transfer regional state mental health LIPOS funds to other regions to expand the availability of local inpatient psychiatric hospital services to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended regional state mental health LIPOS funds. See Exhibit H for additional information.

F. PACT Caseload

1. **Measure**: Average number of individuals receiving services from the PACT team during the preceding quarter.

2. **Benchmark**: The CSB that operates a PACT team shall serve at least 75 percent of the number of individuals who could be served by the available staff providing services to individuals at the ratio of 10 individuals per clinical staff on average (ref. 12VAC35-105-1370 in the Department’s licensing regulations) in the preceding quarter.

3. **Monitoring**: The Department shall monitor this measure using data from the CCS 3 consumer and service files and the PACT data system and work with the CSB to achieve
G. **Provision of Developmental Enhanced Case Management Services**

1. **Measures:** Percentage of individuals receiving DD Waiver services who meet the criteria for receiving enhanced case management (ECM) services who:
   a. Receive at least one face-to-face case management service monthly with no more than 40 days between visits, and
   b. Receive at least one face-to-face case management service visit every other month in the individual’s place of residence.

2. **Benchmark:** The CSB shall provide the case management service visits in measures 1.a and b to **at least 90 percent** of the individuals receiving DD Waiver services who meet the criteria for ECM.

3. **Monitoring:** The Department shall use data from CCS 3 consumer, type of care, and service files to monitor these measures and work with the CSB to achieve this benchmark if it did not meet it.

II. The CSB agrees to monitor the percentage of adults (age 18 or older) receiving developmental case management services from the CSB whose case managers discussed integrated, community-based employment with them during their annual case management individual supports plan (ISP) meetings. The Department agrees to monitor this measure through using CCS 3 data and work with the CSB to increase this percentage. Refer to State Board Policy (SYS) 1044 Employment First for additional information and guidance. Integrated, community-based employment does not include sheltered employment.

III. The CSB agrees to monitor the percentage of adults (age 18 or older) receiving developmental case management services from the CSB whose ISPs, developed or updated at the annual ISP meeting, contained employment outcomes, including outcomes that address barriers to employment. The Department agrees to monitor this measure through using CCS 3 data and work with the CSB to increase this percentage. Employment outcomes do not include sheltered employment or prevocational services.

IV. The CSB agrees to monitor and report data through CCS 3 about individuals who are receiving case management services from the CSB and are receiving DD Waiver services whose case managers discussed community engagement or community coaching opportunities with them during their most recent annual case management individual support plan (ISP) meeting. Community engagement or community coaching supports and fosters the ability of an individual to acquire, retain, or improve skills necessary to build positive social behavior, interpersonal competence, greater independence, employability, and personal choice necessary to access typical activities and functions of community life such as those chosen by the general population; it does not include community opportunities with more than three individuals with disabilities.

V. The CSB agrees to monitor and report data through CCS 3 about individuals who are receiving case management services from the CSB and are receiving DD Waiver services whose individual support plans (ISPs), developed or updated at the annual ISP meeting, contained community engagement or community coaching goals.

VI. **CSB Performance Measures:** The CSB and Department agree to use the CSB Performance Measures, developed by the Department in collaboration with the VACSB Data Management, Quality Leadership, and VACSB/DBHDS Quality and Outcomes Committees to monitor outcome and performance measures for CSBs and improve the CSB’s performance on measures where the CSB falls below the benchmark. These performance measures include:
A. intensity of engagement of adults receiving mental health case management services,

B. adults who are receiving mental health or substance use disorder outpatient or case management services or mental health medical services and have a new or recurrent diagnosis of major depressive disorder who received suicide risk assessments,

C. children ages seven through 17 who are receiving mental health or substance use disorder outpatient or case management services or mental health medical services and have a new or recurrent diagnosis of major depressive disorder who received suicide risk assessments,

D. adults with SMI who are receiving mental health case management services who received a complete physical examination in the last 12 months,

E. adults who are receiving mental health medical services, had a Body Mass Index (BMI) calculated, and had a BMI outside of the normal range who had follow-up plans documented, and

F. initiation, engagement, and retention in substance use disorder services for adults and children who are 13 years old or older with a new episode of substance use disorder services.

The last five measures are defined in Appendix H of CCS 3 Extract Specifications Version 7.5.

VII. Access to Substance Abuse Services for Pregnant Women

<table>
<thead>
<tr>
<th>Source of Requirement</th>
<th>SABG Block Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Measure</td>
<td>Aggregate</td>
</tr>
<tr>
<td>Data Needed For Measure</td>
<td>Number of Pregnant Women Requesting Service</td>
</tr>
<tr>
<td></td>
<td>Number of Pregnant Women Receiving Services Within 48 Hours</td>
</tr>
<tr>
<td>Reporting Frequency</td>
<td>Annually</td>
</tr>
<tr>
<td>Reporting Mechanism</td>
<td>Performance Contract Reports (CARS)</td>
</tr>
</tbody>
</table>

**Signature:** In witness thereof, the CSB provides the affirmations in Appendix E of the CSB Administrative Requirements and agrees to monitor and collect data and report on the measures in sections I, II, and III, and use data from the Department or other sources to monitor accomplishment of performance measures in this Exhibit and the expectations, goals, and affirmations in Appendix E, as denoted by the signatures of the CSB’s Chairperson and Executive Director.

---

CSB

By: ___________________________ By: ___________________________

Name: ___________________________ Name: ___________________________

Title: CSB Chairperson Title: CSB Executive Director

Date: ___________________________ Date: ___________________________
Exhibit C: Regional Discharge Assistance Program (RDAP) Requirements

The Department and the CSB agree to implement the following requirements for management and utilization of all current state regional discharge assistance program (RDAP) funds to enhance monitoring of and financial accountability for RDAP funding, decrease the number of individuals on state hospital extraordinary barriers to discharge lists (EBLs), and return the greatest number of individuals with long lengths of state hospital stays to their communities.

1. The Department shall work with the VACSB, representative CSBs, and regional managers to develop clear and consistent criteria for identification of individuals who would be eligible for individualized discharge assistance program plans (IDAPPs) and acceptable uses of state RDAP funds and standard terminology that all CSBs and regions shall use for collecting and reporting data about individuals, services, funds, expenditures, and costs.

2. The CSB shall comply with the current Discharge Assistance Program Manual issued by the Department, which is incorporated into and made a part of this contract by reference and is available at the Internet link in Appendix L. If there are conflicts or inconsistencies between the manual and this contract, applicable provisions of this contract shall control.

3. All state RDAP funds allocated within the region shall be managed by the regional management group (RMG) and the regional utilization management and consultation team (RUMCT) on which the CSB participates in accordance with Appendices E and F of Core Services Taxonomy 7.3.

4. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds such as Medicaid payments are used to offset the costs of approved IDAPPs to the greatest extent possible so that state RDAP funds can be used to implement additional IDAPPs to reduce EBLs.

5. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall submit mid-year and end of the fiscal year reports to the Department in a format developed by the Department in consultation with regional managers that separately displays the total actual year-to-date expenditures of state RDAP funds for ongoing IDAPPs and for one-time IDAPPs and the amounts of obligated but unspent state RDAP funds.

6. The CSB and state hospital representatives on the RMG on which the CSB participates shall have authority to reallocate state RDAP funds among CSBs from CSBs that cannot use them in a reasonable time to CSBs that need additional state RDAP funds to implement more IDAPPs to reduce EBLs.

7. If CSBs in the region cannot obligate at least 95 percent and expend at least 90 percent of the total annual ongoing state RDAP fund allocations on a regional basis by the end of the fiscal year, the Department may work with the RMG and participating CSBs to transfer state RDAP funds to other regions to reduce EBLs to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended or unobligated state RDAP funds. This does not include one-time allocations to support ongoing DAP plans for multiple years.

8. On behalf of the CSBs in a region, the regional manager shall continue submitting the quarterly summary of IDAPPs to the Department in a format developed by the Department in consultation with regional managers that displays year-to-date information about ongoing and one-time IDAPPs, including data about each individual receiving DAP services, the amounts of state
RDAP funds approved for each IDAPP, the total number of IDAPPs that have been implemented, and the projected total net state RDAP funds obligated for these IDAPPs.

9. The Department, pursuant to sections 6.f and 7.g of this contract, may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of state RDAP funds and the implementation of all approved ongoing and one-time IDAPPs.
Exhibit D: Individual CSB Performance Measures

**Signatures:** In witness thereof, the Department and the CSB have caused this performance contract amendment to be executed by the following duly authorized officials.

Virginia Department of Behavioral Health and Developmental Services  
CSB

By: ____________________________  
Name: S. Hughes Melton, MD, MBA  
FAAFP, FABAM  
Chairperson  
Date: ____________________________

By: ____________________________  
Name: ____________________________  
Title: Commissioner  
Date: ____________________________

By: ____________________________  
Name: ____________________________  
Title: CSB Executive Director  
Date: ____________________________
Exhibit E: Performance Contract Process

**5-22-2019:** The Department distributes the FY 2020 Letters of Notification to CSBs by this date electronically with enclosures that show tentative allocations of state and federal block grant funds.

**06-12-19:** The Department distributes the FY 2019 and FY 2020 Community Services Performance Contract, hereafter referred to as the FY 2020 Performance Contract, by this date electronically. An Exhibit D may list performance measures that have been negotiated with a CSB to be included in the contract. The Department’s Office of Information Services and Technology (OIS&T) distributes the FY 2020 Performance Contract package software in the Community Automated Reporting System (CARS) to CSBs.

During June and July, CSB Financial Analysts in the Department's Office of Fiscal and Grants Management (OFGM) prepare electronic data interchange (EDI) transfers for the first two semi-monthly payments (July) of state and federal funds for all CSBs and send the transfers to the Department of Accounts.

**07-10-19:** The OIS&T distributes FY 2019 end of the fiscal year performance contract report software in CARS.

**7-10-19:** Exhibit A and other parts of the FY 2020 Performance Contract, submitted electronically in CARS, are due in the OIS&T by this date. Table 2 of the Performance Contract Supplement (also in CARS) shall be submitted with the contract.

**07-31-19:** CSBs submit their Community Consumer Submission 3 (CCS 3) consumer, type of care, service, diagnosis, and outcomes extract files for June to the OIS&T in time to be received by this date.

**8-7-2019:** While a paper copy of the entire contract is not submitted, paper copies of the following completed pages with signatures where required are due in the Office of Management Services (OMSOMS) by this date: signature pages of the contract body and Exhibit B, Exhibit D if applicable, Exhibit F (two pages), and Exhibit G. Contracts shall conform to Letter of Notification allocations of state and federal funds or amounts subsequently revised by or negotiated with the OMS and confirmed in writing and shall contain actual appropriated amounts of local matching funds. If the CSB cannot include the minimum 10 percent local matching funds in the contract, it shall submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code and State Board Policy 4010, to the OMS with its contract. This requirement also applies to end of the fiscal year performance contract reports if the reports reflect less than the minimum 10 percent local matching funds.

During July and August, CSB Financial Analysts prepare EDI transfers for payments 3 and 4 (August) of state and federal funds and send the transfers to the Department of Accounts.

During August and September, CSB Financial Analysts prepare EDI transfers for payments 5 and 6 (September) of state and federal funds for CSBs whose contracts were received by 08-07-19 and determined to be complete by 08-14-19 and, after the OMS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts. Payments shall not be released without complete contracts, as defined in Exhibit E and item 1 of Exhibit I. For a CSB
whose contract is received after this date, EDI transfers for these two semi-monthly payments will be processed when the contract is complete and funds will be disbursed with the next scheduled payment.

08-14-19: CSBs submit their complete CCS 3 reports for total (annual) FY 2019 CCS 3 service unit data to the OIS&T in time to be received by this date. This later date for final CCS service unit data allows the inclusion of all units of services delivered in that fiscal year that might not be in local information systems in July.

08-28-19: CSBs send complete FY 2019 end of the fiscal year performance contract reports electronically in CARS to the OIS&T in time to be received by this date.

OIS&T staff places the reports in a temporary data base for OMS and OFGM staff to access them. The OMS Community Contracting Director reviews services sections of the reports for correctness, completeness, consistency, and acceptability; resolves discrepancies with CSBs; and communicates necessary changes to CSBs. OFGM CSB Financial Analysts review financial portions of reports for arithmetic accuracy, completeness, consistency, and conformity with state funding actions; resolve discrepancies with CSBs; and communicate necessary changes to CSBs.

Once they complete their reviews of a CSB’s reports, the OMS Community Contracting Director and OFGM CSB Financial Analysts notify the CSB to submit new reports reflecting only those approved changes to OIS&T. CSBs submit new reports to correct errors or inaccuracies no later than 09-14-2019. The Department will not accept CARS report corrections after this date. Upon receipt, the process described above is repeated to ensure the new reports contain only those changes identified by OFGM and OMS staff. If the reviews document this, OMS and OFGM staff approves the reports, and OIS&T staff processes final report data into the Department's community services database.

Late report submission or submitting a report without correcting errors identified by the CARS error checking program may result in the imposition by the Department of a one-time, one percent reduction not to exceed $15,000 of state funds apportioned for CSB administrative expenses. See Exhibit I for additional information.

08-28-19: CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for July to the OIT&S in time to be received by this date.

9-25-19: Department staff complete reviews by this date of contracts received by the due date that are complete and acceptable. Contracts received after the due date shall be processed in the order in which they are received.

1. The OFGM analyzes the revenue information in the contract for conformity to Letter of Notification allocations and advises the CSB to revise and resubmit financial forms in Exhibit A of its contract if necessary.

2. The Offices of Adult Behavioral Health, Child and Family, and Developmental Services review and approve new service proposals and consider program issues related to existing services based on Exhibit A.

3. The OMS assesses contract completeness, examines maintenance of local matching funds, integrates new service information, makes corrections and changes on the
service forms in Exhibit A, negotiates changes in Exhibit A, and finalizes the contract for signature by the Commissioner. The OMS Community Contracting Director notifies the CSB when its contract is not complete or has not been approved and advises the CSB to revise and resubmit its contract.

4. The OIS&T receives CARS and CCS 3 submissions from CSBs, maintains the community services database, and processes signed contracts into that database as they are received from the OMS.

09-25-19: CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for August to the OIT&S in time to be received by this date.

10-02-19: After the Commissioner signs it, the OMS sends a copy of the approved contract Exhibit A to the CSB with the signature page containing the Commissioner’s signature. The CSB shall review this Exhibit A, which reflects all changes negotiated by Department staff; complete the signature page, which documents its acceptance of these changes; and return the completed signature page to the OMS Community Contracting Director.

During September and October, CSB Financial Analysts prepare EDI transfers for payments 7 and 8 (October) and, after the OMS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts. Payment 7 shall not be released without receipt of a CSB’s final FY 2019 CCS 3 consumer, type of care, service, diagnosis, and outcomes extract files by the due date. Payment 8 shall not be released without receipt of a CSB’s complete, as defined in item 2.a. of Exhibit I, FY 2019 end of the fiscal year CARS reports by the due date and without a contract signed by the Commissioner.

During October and November, CSB Financial Analysts prepare EDI transfers for payments 9 and 10 (November), and, after the OMS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose complete CCS 3 submissions for the first two months of FY 2020 and the completed contract signature page were received from the CSB.

10-16-19: CSBs submit Federal Balance Reports to the OFGM in time to be received by this date.

10-30-19: CSBs submit CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for September to the OIT&S in time to be received by this date.

During November and December, CSB Financial Analysts prepare EDI transfers for payments 11 and 12 (December), and, after the OMS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts. Payments shall not be released without receipt of September CCS 3 submissions.

11-27-19: CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for October to the OIT&S in time to be received by this date.

12-04-19: CSBs that are not local government departments or included in local government audits send one copy of the audit report for the preceding fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR) by this date. A management letter and plan of correction for deficiencies
must be sent with this report. CSBs submit a copy of C.P.A. audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR by this date. For programs with different fiscal years, reports are due three months after the end of the year. Management letters and plans of correction for deficiencies must be included with these reports.

**B. Audit reports for CSBs that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts by the local government. Under a separate cover, the CSB must forward a plan of correction for any audit deficiencies that are related to or affect the CSB to the OBFR by this date. Also, to satisfy federal block grant sub-recipient monitoring requirements imposed on the Department under the Single Audit Act, a CSB that is a local government department or is included in its local government audit shall contract with the same CPA audit firm that audits its locality to perform testing related to the federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grants. Alternately, the local government’s internal audit department can work with the CSB and the Department to provide the necessary sub-recipient monitoring information.**

If the CSB receives an audit identifying material deficiencies or containing a disclaimer or prepares the plan of correction referenced in the preceding paragraph, the CSB and the Department shall negotiate an Exhibit D that addresses the deficiencies or disclaimer and includes a proposed plan with specific timeframes to address them, and this Exhibit D and the proposed plan shall become part of this contract.

During December CSB Financial Analysts prepare EDI transfers for payment 13 (1st January), and, after the OMS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose FY 2019 end of the fiscal year performance contract reports have been verified as accurate and internally consistent, per items 2.b. through d. of Exhibit I, and whose CCS 3 monthly extracts for October have been received. Payments shall not be released without verified reports and CCS 3 submissions for October.

**12-27-19:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for November to the OIT&S in time to be received by this date.

During January and early February, CSB Financial Analysts prepare EDI transfers for payments 14 through 16 (2nd January, February), and, after the OMS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose monthly CCS 3 consumer, type of care, and service extract files for November were received by the end of December. Payments shall not be released without receipt of these monthly CCS 3 submissions and receipt of audit reports with related management letters and plans of corrections (A at 12-03-19) or sub-recipient monitoring information and plans of corrections (B at 12-03-19).

**01-8-20:** The OIS&T distributes FY 2020 mid-year performance contract report software in CARS.

**01-29-20:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for December to the OIS&T in time to be received by this date.
02-12-20: CSBs send complete mid-year performance contract reports and a revised Table 1 in Exhibit H to the OIS&T electronically in CARS within 45 calendar days after the end of the second quarter in time to be received by this date. OIT&S staff places the reports on a shared drive for OMS and OFGM staff to access them. The offices review and act on the reports using the process described for the end of the fiscal year reports. When reports are acceptable, OIS&T staff processes the data into the community services database.

During late February, CSB Financial Analysts prepare EDI transfers for payment 17 (1st March), and, after the OMS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose monthly CCS 3 consumer, type of care, service, diagnosis, and outcomes extract files for December were received by the end of January; payments shall not be released without these monthly CCS 3 submissions.

During March, CSB Financial Analysts prepare EDI transfers for payments 18 and 19 (2nd March, 1st April) and, after the OMS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose complete FY 2020 mid-year performance contract reports were received by the due date. Payments shall not be released without complete reports, as defined in item 2.a. of Exhibit I.

02-26-20: CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for January to the OIS&T in time to be received by this date.

03-25-20: CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for February to the OIS&T in time to be received by this date.

During April and early May, CSB Financial Analysts prepare EDI transfers for payments 20 through 22 (2nd April, May) and, after the OMS Community Contracting Director authorizes their release, send transfers to the Department of Accounts for CSBs whose mid-year performance contract reports have been verified as accurate and internally consistent, per items 2.b. through d. of Exhibit I, and whose monthly CCS 3 consumer, type of care, service, diagnosis, and outcomes extract files for January and February were received by the end of the month following the month of the extract. Payments shall not be released without verified reports and these monthly CCS 3 submissions.

04-29-20: CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for March to the OIS&T in time to be received by this date.

During late May, CSB Financial Analysts prepare EDI transfers for payment 23 (1st June), and, after the OMS Community Contracting Director authorizes their release, send transfers to the Department of Accounts for CSBs whose monthly CCS 3 consumer, type of care, service, diagnosis, and outcomes extract files for March were received by the end of April. Payments shall not be released without these monthly CCS 3 submissions.

05-27-20: CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for April to the OIS&T in time to be received by this date.

During early June, CSB Financial Analysts prepare EDI transfers for payment 24 (2nd June) and, after the OMS Community Contracting Director authorizes their release, send the transfers to the
Department of Accounts, after the Department has made any final adjustments in the CSB’s state and federal funds allocations, for CSBs whose monthly CCS 3 consumer, type of care, service, diagnosis, and outcomes extract files for April were received by the end of May. If April CCS 3 extract files are not received by May 31, this may delay or even eliminate payment 24 due to time restrictions on when the Department can send EDI transfers to DOA for payment 24. Payments shall not be released without these monthly CCS 3 submissions.

06-26-20: CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for May to the OIS&T by this date.

Performance Contract Revision Instructions

The CSB may revise Exhibit A of its signed contract only in the following circumstances:

1. a new, previously unavailable category or subcategory of core services is implemented;
2. an existing category or subcategory of core services is totally eliminated;
3. a new program offering an existing category or subcategory of core services is implemented;
4. a program offering an existing category or subcategory of core services is eliminated;
5. new restricted or earmarked state or federal funds are received to expand an existing service or establish a new one;
6. state or federal block grant funds are moved among program (mental health, developmental, or substance use disorder) areas or emergency or ancillary services (an exceptional situation);
7. allocations of state, federal, or local funds change; or
8. a major error is discovered in the original contract.

Revisions of Exhibit A shall be submitted using the CARS software and the same procedures used for the original performance contract.
Exhibit F: Federal Compliances

Certification Regarding Salary: Federal Mental Health and Substance Abuse Prevention and Treatment Block Grants

Check One

_____ 1. The CSB has no employees being paid totally with Federal Mental Health Block Grant funds or Federal Substance Abuse Block Grant (SABG) funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level II of the federal Executive Schedule.

_____ 2. The following employees are being paid totally with Federal Mental Health or SABG funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level II of the federal Executive Schedule.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
</tbody>
</table>

Assurances Regarding Equal Treatment for Faith-Based Organizations

The CSB assures that it is and will continue to be in full compliance with the applicable provisions of 45 CFR Part 54, Charitable Choice Regulations, and 45 CFR Part 87, Equal Treatment for Faith-Based Organizations Regulations, in its receipt and use of federal Mental Health Services and SABG funds and federal funds for Projects for Assistance in Transitions from Homelessness programs. Both sets of regulations prohibit discrimination against religious organizations, provide for the ability of religious organizations to maintain their religious character, and prohibit religious organizations from using federal funds to finance inherently religious activities.

Assurances Regarding Restrictions on the Use of Federal Block Grant Funds
The CSB assures that it is and will continue to be in full compliance with the applicable provisions of the federal Mental Health Services Block Grant (CFDA 93.958) and the federal Substance Abuse Block Grant (CFDA 93.959), including those contained in Appendix B of the CSB Administrative Requirements and the following requirements. Under no circumstances shall Federal Mental Health Services and Substance Abuse Block Grant (SABG) funds be used to:

1. provide mental health or substance abuse inpatient services1;  
2. make cash payments to intended or actual recipients of services;  
3. purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;  
4. satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;  
5. provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;  
6. provide financial assistance to any entity other than a public or nonprofit private entity; or  
7. provide treatment services in penal or correctional institutions of the state.  

Also, no SABG prevention set-aside funds shall be used to prevent continued substance use by anyone diagnosed with a substance use disorder.  

[Source: 45 CFR § 96.135]

<table>
<thead>
<tr>
<th>Signature of CSB Executive Director</th>
<th>Date</th>
</tr>
</thead>
</table>

1 However, the CSB may expend SABG funds for inpatient hospital substance abuse services only when all of the following conditions are met:  
   a. the individual cannot be effectively treated in a community-based, non-hospital residential program;  
   b. the daily rate of payment provided to the hospital for providing services does not exceed the comparable daily rate provided by a community-based, non-hospital residential program;  
   c. a physician determines that the following conditions have been met: (1) the physician certifies that the person’s primary diagnosis is substance abuse, (2) the person cannot be treated safely in a community-based, non-hospital residential program, (3) the service can reasonably be expected to improve the person’s condition or level of functioning, and (4) the hospital-based substance abuse program follows national standards of substance abuse professional practice; and  
   d. the service is provided only to the extent that it is medically necessary (e.g., only for those days that the person cannot be safely treated in a community-based residential program).  

[Source: 45 CFR § 96.135]
Exhibit G: Local Contact for Disbursement of Funds

1. Name of the CSB: __________________________________________________________

2. City or County designated
   as the CSB's Fiscal Agent: ____________________________________________________

   If the CSB is an operating CSB and has been authorized by the governing body of each city or
   county that established it to receive state and federal funds directly from the Department and act as
   its own fiscal agent pursuant to Subsection A.18 of § 37.2-504 of the Code, do not complete items 3
   and 4 below.

3. Name of the Fiscal Agent's City Manager or County Administrator or Executive:
   Name: ___________________________ Title: ___________________________

4. Name of the Fiscal Agent's County or City Treasurer or Director of Finance:
   Name: ___________________________ Title: ___________________________

5. Name, title, and address of the Fiscal Agent official or the name and address of the CSB if it acts
   as its own fiscal agent to whom checks should be electronically transmitted:

   Name: ___________________________Title: ___________________________

   Address: ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

   This information should agree with information at the top of the payment document e-mailed to
   the CSB, for example: Mr. Joe Doe, Treasurer, P.O. Box 200, Winchester, VA 22501.
Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements

The Department and the CSB agree to implement the following requirements for management and utilization of all regional state mental health acute care (LIPOS) funds to enhance monitoring of and financial accountability for LIPOS funding, divert individuals from admission to state hospitals when clinically appropriate, and expand the availability of local inpatient psychiatric hospital services.

1. All regional state mental health LIPOS funds allocated within the region shall be managed by the regional management group (RMG) and the regional utilization management and consultation team (RUMCT) on which the CSB participates in accordance with Appendices E and F of Core Services Taxonomy 7.3.

2. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds or resources such as pro bono bed days offered by contracting local hospitals and Medicaid or other insurance payments are used to offset the costs of local inpatient psychiatric bed days or beds purchased with state mental health LIPOS funds so that regional state mental health LIPOS funds can be used to obtain additional local inpatient psychiatric bed days or beds.

3. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall use the core elements of the LIPOS contract template and submit the standardized LIPOS data collection tool developed by the regional managers and distributed by the Department on March 16, 2016 or subsequent revisions of the template or tool.

4. The CSB and state hospital representatives on the RMG on which the CSB participates shall have authority to reallocate regional state mental health LIPOS funds among CSBs from CSBs that cannot use them in a reasonable time to CSBs that need additional regional state mental health LIPOS funds to meet their local inpatient psychiatric hospital service needs.

5. If CSBs in the region cannot expend at least 85 percent of the total annual regional state mental health LIPOS fund allocations on a regional basis by the end of the fiscal year, the Department may work with the RMG and participating CSBs to transfer regional state mental health LIPOS funds to other regions to expand the availability of local inpatient psychiatric hospital services to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended regional state mental health LIPOS funds.

6. The Department, pursuant to sections 6.f and 7.g of this contract, may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of regional state mental health LIPOS funds.
Exhibit I: Administrative Performance Requirements

The CSB shall meet these administrative performance requirements in submitting its performance contract, contract revisions, and mid-year and end-of-the-fiscal year performance contract reports in the CARS, and monthly CCS 3 extracts to the Department.

1. The performance contract and any revisions submitted by the CSB shall be:
   a. complete, that is all required information is displayed in the correct places and all required Exhibits, including applicable signature pages, are included;
   b. consistent with Letter of Notification allocations or figures subsequently revised by or negotiated with the Department;
   c. prepared in accordance with instructions in the Department-provided CARS software and any subsequent instructional memoranda; and
   d. received by the due dates listed in Exhibit E of this contract.

If the CSB does not meet these performance contract requirements, the Department may delay future semi-monthly payments of state and federal funds until satisfactory performance is achieved.

2. Mid-year and end-of-the-fiscal year performance contract reports submitted by the CSB shall be:
   a. complete, that is all required information is displayed in the correct places, all required data are included in the electronic CARS application reports, and any required paper forms that gather information not included in CARS are submitted;
   b. consistent with the state and federal block grant funds allocations in the Letter of Notification or figures subsequently revised by or negotiated with the Department;
   c. prepared in accordance with instructions;
   d. (i) internally consistent and arithmetically accurate: all related funding, expense, and cost data are consistent, congruent, and correct within a report, and (ii) submitted only after errors identified by the CARS error checking programs are corrected; and
   e. received by the due dates listed in Exhibit E of this contract.

If the CSB does not meet these requirements for its mid-year and end-of-the-fiscal year CARS reports, the Department may delay future semi-monthly payments state and federal funds until satisfactory performance is achieved. The Department may impose one-time reductions of state funds apportioned for CSB administrative expenses on a CSB for its failure to meet the following requirements in its end-of-the-fiscal year CARS report:

- a one percent reduction not to exceed $15,000 for failure to comply with requirement 2.d;
- a one percent reduction not to exceed $15,000 for failure to comply with requirement 2.e, unless an extension has been obtained from the Department through the process on the next page.
3. The CSB shall submit monthly consumer, type of care, service, diagnosis, and outcomes files by the end of the month following the month for which the data is extracted in accordance with the CCS 3 Extract Specifications, including the current Business Rules. The submissions shall satisfy the requirements in sections 6.d and 7.e of the contract body and the Data Quality Performance Expectation Affirmations in Appendix E of the CSB Administrative Requirements. If the CSB fails to meet the extract submission requirements in Exhibit E of this contract, the Department may delay semi-monthly payments until satisfactory performance is achieved, unless the Department has not provided the CCS 3 extract application to the CSB in time for it to transmit its monthly submissions.

4. If the Department negotiates an Exhibit D with a CSB because of unacceptable data quality, and the CSB fails to satisfy the requirements in Exhibit D by the end of the contract term, the Department may impose a one-time one percent reduction not to exceed a total of $15,000 of state funds apportioned for CSB administrative expenses1 on the CSB.

5. Substance abuse prevention units of service data and quarterly reports shall be submitted to the Department through the prevention data system planned and implemented by the Department in collaboration with the VACSB DMC.

1 The Department will calculate state funds apportioned for CSB administrative expenses by multiplying the total state funds allocated to the CSB by the CSB’s administrative percentage displayed on page AF-1 of the contract.

The CSB shall not allocate or transfer a one-time reduction of state funds apportioned for administrative expenses to direct service or program costs.

Process for Obtaining an Extension of the End-of-the-Fiscal Year CARS Report Due Date

The Department will grant an extension only in very exceptional situations such as a catastrophic information system failure, a key staff person’s unanticipated illness or accident, or a local emergency or disaster situation that makes it impossible to meet the due date.

1. It is the responsibility of the CSB to obtain and confirm the Department’s approval of an extension of the due date within the time frames specified below. Failure of the CSB to fulfill this responsibility constitutes prima facie acceptance by the CSB of any resulting one-time reduction in state funds apportioned for administrative expenses.

2. As soon as CSB staff becomes aware that it cannot submit the end-of-the-fiscal year CARS report in time to be received in the Department by 5:00 p.m. on the due date, the executive director must inform the Office of Management Services (OMS) Director or Community Contracting Director that it is requesting an extension of this due date. This request should be submitted as soon as possible and it shall be in writing, describe completely the reason(s) and need for the extension, and state the date on which the report will be received by the Department.

3. The written request for an extension must be received in the OMS no later than 5:00 p.m. on the fourth business day before the due date. A facsimile transmission of the request to the OMS fax number (804-371-0092), received by that time and date, is acceptable if receipt of the transmission is confirmed with a return facsimile memo from the OMS no later than 5:00 p.m. on the third business day before the due date. Telephone extension requests are not acceptable.
and will not be processed.

4. The OMS will act on all requests for due date extensions that are received in accordance with this process and will notify the requesting CSBs by facsimile transmission of the status of their requests by 5:00 p.m. on the second business day before the due date.
Exhibit J: Other CSB Accountability Requirements

These requirements apply to the CSB board of directors or staff and the services included in this contract. Additional requirements are contained in the CSB Administrative Requirements.

I. Compliance with State Requirements

A. General State Requirements: The CSB shall comply with applicable state statutes and regulations, State Board regulations and policies, and Department procedures, including the following requirements.

1. Conflict of Interests: Pursuant to § 2.2-3100.1 of the Code, the CSB shall ensure that new board members are furnished with a copy of the State and Local Government Conflict of Interests Act by the executive director or his or her designee within two weeks following a member’s appointment, and new members shall read and become familiar with provisions of the act. The CSB shall ensure board members and applicable CSB staff receive training on the act. If required by § 2.2-3115 of the Code, CSB board members and staff shall file annual disclosure forms of their personal interests and such other information as is specified on the form set forth in § 2.2-3118 of the Code. Board members and staff shall comply with the Conflict of Interests Act and related policies adopted by the CSB board of directors.

2. Freedom of Information: Pursuant to § 2.2-3702 of the Code, the CSB shall ensure that new board members are furnished with a copy of the Virginia Freedom of Information Act by the executive director or his or her designee within two weeks following a member’s appointment, and new members shall read and become familiar with provisions of the act. The CSB shall ensure board members and applicable staff receive training on the act. Board members and staff shall comply with the Freedom of Information Act and related policies adopted by the CSB by the CSB board of directors.

B. Protection of Individuals Receiving Services

1. Human Rights: The CSB shall comply with the current Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services, available at the Internet link in Exhibit L. In the event of a conflict between any of the provisions in this contract and provisions in these regulations, the applicable provisions in the regulations shall apply. The CSB shall cooperate with any Department investigation of allegations or complaints of human rights violations, including providing any information needed for the investigation as required under state law and as permitted under 45 CFR § 164.512 (d) in as expeditious a manner as possible.

2. Disputes: The filing of a complaint as outlined in the Human Rights Regulations by an individual or his or her family member or authorized representative shall not adversely affect the quantity, quality, or timeliness of services provided to that individual unless an action that produces such an effect is based on clinical or safety considerations and is documented in the individual’s individualized services plan.

3. Licensing: The CSB shall comply with the Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services, available at the Internet link in Exhibit L. The CSB shall establish a system to ensure ongoing
compliance with applicable licensing regulations. CSB staff shall provide copies of the results of licensing reviews, including scheduled reviews, unannounced visits, and complaint investigations, to all members of the CSB board of directors in a timely manner and shall discuss the results at a regularly scheduled board meeting. The CSB shall adhere to any licensing guidance documents published by the Department.

C. CSB and Board of Directors Organization and Operations

1. CSB Organization: The CSB’s organization chart shall be consistent with the current board of directors and staff organization. The organization chart shall include the local governing body or bodies that established the CSB and the board’s committee structure.

2. Board Bylaws: Board of directors (BOD) bylaws shall be consistent with local government resolutions or ordinances establishing the CSB, board policies, and the CSB’s organization chart and shall have been reviewed and revised in the last two years.

3. CSB Name Change: If the name of an operating CSB changes, the CSB shall attach to this contract copies of the resolutions or ordinances approving the CSB’s new name that were adopted by the boards of supervisors or city councils (local governing bodies) that established the CSB. If the number of appointments made to the CSB by its local governing bodies changes, the CSB shall attach to this contract copies of the resolutions or ordinances adopted by the local governing bodies that changed the number of appointments.

If the name of an administrative policy CSB that is not a local government department or that serves more than one city or county changes, the CSB shall attach to this contract copies of the resolutions or ordinances approving the CSB’s new name that were adopted by the boards of supervisors or city councils (local governing bodies) that established the CSB. If the number of appointments made to the CSB by its local governing bodies changes, the CSB shall attach to this contract copies of the resolutions or ordinances adopted by the local governing bodies that changed the number of appointments.

4. BOD Member Job Description: The BOD and executive director shall develop a board member position description, including qualifications, duties and responsibilities, and time requirements that the CSB shall provide to its local governing bodies to assist them in board appointments.

5. BOD Member Training: The executive director shall provide new board members with training on their legal, fiduciary, regulatory, policy, and programmatic powers and responsibilities and an overview of the performance contract within one month of their appointment. New board members shall receive a board manual before their first board meeting with the information needed to be an effective board member.

6. BOD Policies: The BOD shall adopt policies governing its operations, including board-staff relationships and communications, local and state government relationships and communications, committee operations, attendance at board meetings, oversight and monitoring of CSB operations, quality improvement, conflict of interests, freedom of information, board member training, privacy, security, and employment and evaluation of and relationship with the executive director.

7. FOIA Compliance: The BOD shall comply with the Virginia Freedom of Information Act (FOIA) in the conduct of its meetings, including provisions governing executive sessions or closed meetings, electronic communications, and notice of meetings.
8. **BOD Meeting Schedule:** The BOD shall adopt an annual meeting schedule to assist board member attendance.

9. **Meeting Frequency:** The BOD shall meet frequently enough (at least six times per year) and receive sufficient information from the staff to discharge its duties and fulfill its responsibilities. This information shall include quarterly reports on service provision, funds and expenditures, and staffing in sufficient detail and performance on the behavioral health and developmental performance measures and other performance measures in Exhibit B. Board members shall receive this information at least one week before a scheduled board meeting.

**D. Reporting Fraud:** Fraud is an intentional wrongful act committed with the purpose of deceiving or causing harm to another party. Upon discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred, the CSB’s executive director shall report this information immediately to any applicable local law enforcement authorities and the Department’s Internal Audit Director. All CSB financial transactions that are the result of fraud or mismanagement shall become the sole liability of the CSB, and the CSB shall refund any state or federal funds disbursed by the Department to it that were involved in those financial transactions. The CSB shall ensure that new CSB board members receive training on their fiduciary responsibilities under applicable provisions of the Code and this contract and that all board members receive annual refresher training on their fiduciary responsibilities.

**E. Financial Management:** The CSB shall comply with the following requirements, as applicable.

1. To avoid any appearance of conflict or impropriety, the CSB shall provide complete annual financial statements to its Certified Public Accountant (CPA) for audit. If the CSB does not produce its annual financial statements internally, it should not contract production of the statements to the same CPA that conducts its annual independent audit.

2. Operating CSBs and the BHA shall rebid their CPA audit contracts at least every three years once the current CPA contracts expire. If the Department determines in its review of the CPA audit provided to it or during its financial review of the CSB that the CSB’s CPA audit contains material omissions or errors and informs the CSB of this situation, this could be grounds for the CSB to cancel its audit contract with the CPA.

3. A designated staff person shall review all financial reports prepared by the CSB for the reliance of third parties before the reports are presented or submitted and the reviews shall be documented.

4. All checks issued by the CSB that remain outstanding after one year shall be voided.

5. All CSB bank accounts shall be reconciled regularly, and a designated staff person not involved in preparing the reconciliation shall approve it.

6. A contract administrator shall be identified for each contract for the purchase of services entered into by the CSB, and every contract shall be signed by a designated staff person and each other party to the contract, where applicable.

7. A designated staff person shall approve and document each write-off of account
receivables for services to individuals. The CSB shall maintain an accounts receivable aging schedule, and debt that is deemed to be uncollectable shall be written off periodically. The CSB shall maintain a system of internal controls including separation of duties to safeguard accounts receivable assets. A designated staff person who does not enter or process the CSB’s payroll shall certify each payroll.

8. The CSB shall maintain documentation and reports for all expenditures related to the federal Mental Health Block Grant and federal Substance Abuse Prevention and Treatment Block Grant funds contained in Exhibit A sufficient to substantiate compliance with the restrictions, conditions, and prohibitions related to those funds.

9. The CSB shall maintain an accurate list of fixed assets as defined by the CSB. Assets that are no longer working or repairable or are not retained shall be excluded from the list of assets and written off against accumulated depreciation, and a designated staff person who does not have physical control over the assets shall document their disposition. The current location or responsibility for each asset shall be indicated on the list of fixed assets.

10. Access to the CSB’s information system shall be controlled and properly documented. Access shall be terminated in a timely manner when a staff member is no longer employed by the CSB to ensure security of confidential information about individuals receiving services and compliance with the Health Insurance Portability and Accountability Act of 1996 and associated federal or state regulations.

11. If it is an operating CSB or the BHA, the CSB shall maintain an operating reserve of funds sufficient to cover at least two months of personnel and operating expenses and ensure that the CSB’s financial position is sound. An operating reserve consists of available cash, investments, and prepaid assets. At any point during the term of this contract, if it determines that its operating reserve is less than two months, the CSB shall notify the Department within 10 calendar days of the determination and develop and submit a plan to the Department within 30 business days that includes specific actions and timeframes to increase the reserve to at least two months in a reasonable time. Once it approves the plan, the Department shall incorporate it as an Exhibit D of this contract and monitor the CSB’s implementation of it. The CSB’s annual independent audit, required by section II.A.2.c of the CSB Administrative Requirements, presents the CSB’s financial position, the relationship between the CSB’s assets and liabilities. If its annual independent audit indicates that the CSB’s operating reserve is less than two months, the CSB shall develop a plan that includes specific actions and timeframes to increase the reserve to at least two months in a reasonable time and submit the plan to the Department within 30 calendar days of its receipt of the audit for the Department’s review and approval. Once it approves the plan, the Department shall incorporate it as an Exhibit D of this contract and monitor the CSB’s implementation of it.

F. Employment of a CSB Executive Director or BHA Chief Executive Officer (CEO)

1. When an operating CSB executive director or behavioral health authority (BHA) chief executive officer (CEO) position becomes vacant, the CSB or BHA board of directors
(BOD) shall conduct a broad and thorough public recruitment process that may include internal candidates and acting or interim executive directors. The CSB or BHA shall work with the Department’s Human Resources Department (HR) in its recruitment and selection process in order to implement applicable provisions of § 37.2-504 or § 37.2-605 of the Code and to ensure selection of the most qualified candidate. The CSB or BHA shall provide a current position description and salary and the advertisement for the position to the HR for review and approval prior to advertising the position. The CSB or BHA BOD shall invite HR staff to meet with it to review the board’s responsibilities and to review and comment on the board’s screening criteria for applicants and its interview and selection procedures before the process begins. The CSB or BHA BOD shall follow the steps outlined in the current CSB Executive Director Recruitment Process Guidance issued by the Department, adapting the steps to reflect its unique operating environment and circumstances where necessary, to have a legally and professionally defensible recruitment and selection process. Department staff shall work with the BOD search committee to help it use the Guidance document in its process.

The CSB or BHA BOD shall include an HR staff as a voting member of its search committee to provide the Department’s perspective and feedback directly to the committee.

Prior to employing a new executive director or CEO, the CSB or BHA shall provide a copy of the application and resume of the successful applicant and the proposed salary to the HR for review and approval for adherence to minimum qualifications and the salary range established by the Department pursuant to § 37.2-504 or § 37.2-605 and contained in the current CSB Executive Director Recruitment Process Guidance. If the CSB or BHA proposes employing the executive director or CEO above the middle of the salary range, the successful applicant shall meet the preferred qualifications in addition to the minimum qualifications in the Guidance. This review does not include Department approval of the selection or employment of a particular candidate for the position. Section 37.2-504 or § 37.2-605 of the Code requires the CSB or BHA to employ its executive director or CEO under an annually renewable contract that contains performance objectives and evaluation criteria. The CSB or BHA shall provide a copy of this employment contract to the HR for review and approval prior to employment of the new executive director or CEO or before the contract is executed.

2. When an administrative policy CSB executive director position becomes vacant, the CSB may involve staff in the Department’s HR in its recruitment and selection process in order to implement applicable provisions of § 37.2-504 or § 37.2-605 of the Code. The CSB shall provide a current position description and the advertisement for the position to the HR for review prior to the position being advertised pursuant to § 37.2-504 of the Code. Prior to employing the new executive director, the CSB shall provide a copy of the application and resume of the successful applicant to the HR for review and approval for adherence to minimum qualifications established by the Department pursuant to § 37.2-504. This review does not include Department approval of the selection or employment of a particular candidate for the position. While § 37.2-504 of the Code does not require an administrative policy CSB to employ its executive director under an annually renewable contract that contains performance objectives and evaluation criteria, the CSB should follow this accepted human resource management practice.
II. Compliance with Federal Requirements

A. General Federal Compliance Requirements: The CSB shall comply with all applicable federal statutes, regulations, policies, and other requirements, including applicable provisions of the federal Project for Assistance in Transition from Homelessness (CFDA 93.150), Mental Health Services Block Grant (CFDA 93.958), Substance Abuse Block Grant (CFDA 93.959), Virginia Road2Home Project (CFDA 93.243), and VA Strategic Prevention Framework Prescription Drug Abuse & Heroin Overdose Prevention (CFDA 93.243) and requirements contained in Appendix C of the CSB Administrative Requirements and the:

1. Federal Immigration Reform and Control Act of 1986; and

Non-federal entities, including CSBs, expending $750,000 or more in a year of federal awards shall have a single or program-specific audit conducted for that year in accordance with Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards – 2 CFR Chapter I, Chapter II, Part 200 et seq.

CSBs shall prohibit the following acts by themselves, their employees, and agents performing services for them:

1. the unlawful or unauthorized manufacture, distribution, dispensation, possession, or use of alcohol or other drugs; and
2. any impairment or incapacitation from the use of alcohol or other drugs, except the use of drugs for legitimate medical purposes.

Identifying information for these federal grants is listed below.

CFDA 93.150
Project for Assistance in Transition from Homelessness (PATH)
Federal Award Identification Number (FAIN): SM016047-16 Federal Award Period 09/01/2018 – 08/31/2019
Federal Awarding Agency: Department of Health and Human Services
                  Substance Abuse and Mental Health Services Administration
                  Center for Mental Health Services

CFDA 93.958
Community Mental Health Services - Mental Health Block Grant (MHBG)
Federal Award Identification Number (FAIN): SM010053-16 Federal Award Period 10/01/2017 - 09/30/2019
Federal Awarding Agency: Department of Health and Human Services
                  Substance Abuse and Mental Health Services Administration
                  Center for Mental Health Services

CFDA 93.959
Prevention and Treatment of Substance Abuse - Substance Abuse Block Grant (SABG)
Federal Award Identification Number (FAIN): TI010053-16 Federal Award Period 10/01/2017 - 09/30/2019
Federal Awarding Agency: Department of Health and Human Services
                  Substance Abuse and Mental Health Services Administration
                  Center for Substance Abuse Treatment

CFDA 93.243
Virginia Road2Home Project (CABHI – Cooperative Agreement to Benefit Homeless

B. Disaster Response and Emergency Service Preparedness Requirements: The CSB agrees to comply with section 416 of Public Law 93-288 (the Stafford Act) and § 44-146.13 through § 44-146.28 of the Code regarding disaster response and emergency service preparedness. These Code sections authorize the Virginia Department of Emergency Management, with assistance from the Department, to execute the Commonwealth of Virginia Emergency Operations Plan, as promulgated through Executive Order 50 (2012).

Disaster behavioral health assists with mitigation of the emotional, psychological, and physical effects of a natural or man-made disaster affecting survivors and responders. Disaster behavioral health support is most often required by Emergency Support Function No. 6: Mass Care, Emergency Assistance, Temporary Housing, and Human Services; Emergency Support Function No. 8: Health and Medical Services; and Emergency Support Function No. 15: External Affairs. The CSB shall:

1. provide the Department with and keep current 24/7/365 contact information for disaster response points of contact at least three persons deep;
2. report to the Department all disaster behavioral health recovery and response activities related to a disaster;
3. comply with all Department directives coordinating disaster planning, preparedness, response, and recovery to disasters; and
4. coordinate with local emergency managers, local health districts, the Department, and all appropriate stakeholders in developing a Disaster Behavioral Health Annex template for each locality’s Emergency Operations Plan.

The Disaster Behavioral Health Annex template shall address: listing behavioral health services and supports, internal to CSB and at other organizations in the community, available to localities during the preparedness, response, and recovery phases of a disaster or emergency event and designating staff to provide disaster behavioral health services and supports during emergency operations.

To implement this plan, the CSB shall:

1. Develop protocols and procedures for providing behavioral health services and supports during emergency operations;
2. Seek to participate in local, regional, and statewide planning, preparedness, response, and recovery training and exercises;
3. Negotiate disaster response agreements with local governments and state facilities; and
4. Coordinate with state facilities and local health departments or other responsible local agencies, departments, or units in preparing all hazards disaster plans.

C. Federal Certification Regarding Lobbying for the Mental Health and Substance Abuse Block Grants: The CSB certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CSB, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CSB shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The CSB shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, or cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or more than $100,000 for each failure.

III. Compliance with State and Federal Requirements


1. The CSB will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CSB. The CSB agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The CSB, in all solicitations or advertisements for employees placed by or on behalf
of the CSB, will state that it is an equal opportunity employer.

3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. Service Delivery Anti-Discrimination: The CSB shall conform to the applicable provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Civil Rights Act of 1991, regulations issued by the U.S. Department of Health and Human Services pursuant thereto, other applicable statutes and regulations, and paragraphs 1 and 2 below.

1. Services operated or funded by the CSB have been and will continue to be operated in such a manner that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.

2. The CSB and its direct and contractual services will include these assurances in their services policies and practices and will post suitable notices of these assurances at each of their facilities in areas accessible to individuals receiving services.

3. The CSB will periodically review its operating procedures and practices to insure continued conformance with applicable statutes, regulations, and orders related to non-discrimination in service delivery.
Exhibit K: State Hospital Census Management Admission and Discharge Requirements

1. Admission-Related Requirements: The CSB shall implement and adhere to the following procedures to meet these admission-related requirements and supplement procedures in the current Collaborative Discharge Protocols for Community Services Boards and State Hospitals, available at the Internet link in Exhibit L.
   
   a. Notification of Admission: Emergency services clinicians who perform pre-admission screening evaluations shall notify the CSB discharge planner of every admission to a state hospital within 24 hours of the issuance of the temporary detention order (TDO).
   
   b. Documentation of Bed Search: Emergency services clinicians shall make every effort to gain admission of an individual under a TDO to a private psychiatric hospital or an inpatient psychiatric unit of a general hospital before recommending admission to a state hospital. Emergency services clinicians shall complete the attached form or otherwise gather the information contained in the attached form including use of the same denial codes to document all contacts with private psychiatric hospitals or inpatient units about admission prior to seeking an admission to a bed of last resort in a state hospital. If the emergency services clinician seeks admission to a bed of last resort, the clinician shall transmit the completed form or the information contained in the attached form to the receiving state hospital with the preadmission screening evaluation form.

2. Discharge-Related Requirements: The CSB shall implement and adhere to the following procedures to meet these discharge-related requirements and supplement procedures in the current Collaborative Discharge Protocols for Community Services Boards and State Hospitals.
   
   a. Notification of Discharge Planning Personnel: The CSB shall provide a list to the Director of Acute Care Services in the Department with the name of each CSB staff who provides discharge planning services for individuals in state hospitals, his or her role and title, and the FTE equivalency for the hours he or she spends in discharge planning. The CSB shall notify the Director of Acute Care Services whenever it makes changes to this list, including adjustments in the hours spent providing discharge planning.
   
   b. List of Available Community Housing Resources: The CSB, with the other CSBs in its region, shall implement and maintain a process for communicating and updating a list of available CSB and regional housing resources, including willing private providers, funded by the Department for individuals being discharged from state hospitals using a format provided by the Department. The CSB, with the other CSBs in its region, shall review and update this list at each regional discharge planning meeting to ensure that all resource options are explored for individuals who are ready for discharge or on the extraordinary barriers to discharge list.
   
   c. Standardized Data Review: The Department shall provide CSB executive directors and the regional manager with standardized data by the 16th of each month for the preceding month about each CSB and the region that includes the monthly bed use per 100,000 adults (18 - 64 years old) and older adults (65 years old plus). The CSB, with the other CSBs in its region, shall incorporate a review of this data in its regional discharge planning, mental health services council, emergency services council, and executive director meetings. Meeting minutes of each council or group shall reflect this review and any actions taken in response to it.
   
   d. Resolution Process for Outstanding Issues: In order to facilitate solution-oriented
communications and establish timely and effective problem solving processes, the CSB, with the other CSBs in its region, shall implement and maintain a bidirectional process with time frames and clearly defined steps for notification, discussion, and resolution of issues at the CSB, state hospital, regional, or Departmental levels.

3. Additional Discharge-Related Requirements for CSBs with an Average Daily State Hospital Census of More Than Eight Beds: The Department shall calculate each CSB’s average daily census per 100,000 adults and older adults for individuals with the following admission legal statuses:

- civil temporary detention order (TDO),
- court-mandated voluntary,
- civil commitment,
- voluntary,
- not guilty by reason of insanity with 48-hour unescorted community visit privileges.

If the CSB’s bed use is at or below the established threshold of an average daily census of eight or less beds per 100,000 adults and older adults, the Department shall exempt it from the following additional requirements at the time of the quarterly review. If an exempt CSB’s average monthly bed use for the prior quarter is above the established threshold, it will have a grace period of the next three months to reduce its bed use to the exemption threshold. If the exempt CSB is unsuccessful in meeting this threshold over this six-month period, it shall comply with the following additional requirements. During the third week of each quarter, the Department shall review each CSB’s use of beds per 100,000 adults and older adults for the prior three months to determine if the CSB meets the exemption threshold for complying with the following requirements. State hospital actions related to these requirements are in *italics*.

a. Notification of Ready for Discharge (RFD) and Placement on the Extraordinary Barriers to Discharge List (EBL): All CSB staff involved in discharge planning shall use Cisco encryption to communicate about an individual in a state hospital who is RFD or is on the EBL. No communication about these individuals shall occur by facsimile or U.S. mail. The individual’s CSB discharge liaison, the discharge liaison’s immediate supervisor, the CSB behavioral health director or equivalent position, and the CSB executive director shall receive notification of the individual being determined to be RFD or on the EBL from the state hospital social worker within the timeframes described below.

1.) RFD Notification: *Every Wednesday, the state hospital social worker will use Cisco-encrypted email to provide notification of every individual who is RFD but will not be discharged within 72 hours of being found to be RFD.*

2.) EBL Notification: *Within one business day of an individual being placed on the EBL, the state hospital social worker will use Cisco-encrypted email to provide notification of the individual’s placement on the EBL.*

b. Transportation Requirement: When transportation is the only remaining barrier to an individual’s discharge, the CSB shall implement and maintain a process with the applicable state hospital for resolving transportation issues so that discharge occurs within 72 hours of the individual being determined to be RFD.

c. Referral Time Frame Requirements: The CSB shall implement and maintain a process for meeting the following referral requirements.

1.) CSB Mental Health Services and Housing: The state hospital treatment team will review the discharge needs for each of the services listed below in the development of an individual’s comprehensive treatment plan. If referrals for these services are needed for
an individual, the state hospital social worker will refer the individual to the case management CSB for screening of eligibility for these services within two business days of the treatment team identifying and agreeing with the need for the service or resource.

Once the state hospital social worker makes the referral, the CSB shall complete the assessment with the individual within eight business days of the referral. The CSB shall share the outcome of the assessment and the date(s) when the services will be available with the state hospital treatment team immediately upon completion of the assessment.

a.) Psychosocial rehabilitation services
b.) Case management services
c.) Mental health skill building services
d.) Permanent supportive housing
e.) Assertive community treatment (PACT/ICT)
f.) Other residential services or placements operated by the CSB or in its region

2.) Individuals Adjudicated Not Guilty by Reason of Insanity

a.) The state hospital will complete and submit a packet requesting an increase in privilege level within 10 business days of the treatment team identifying the individual as being eligible for an increase in privilege level.

b.) The CSB shall review, edit, sign, and return to the state hospital a risk management plan for the individual within five business days of receipt of the plan so as not to delay progression of the individual through the graduated release process.

c.) The CSB shall develop and transmit to the state hospital a conditional release plan within 10 business days of being notified by the state hospital that it has recommended an individual for conditional release.

3.) Guardianship

a.) Within two business days of the treatment team determining that an individual needs a guardian, the state hospital social worker will notify the discharge planner at the individual’s case management CSB of the need. Within two business days of this notification, the CSB shall explore potential individuals to serve in that capacity.

b.) If it cannot locate a suitable candidate within 10 business days who agrees to serve as the guardian, the CSB shall initiate steps to secure a guardian from the public guardianship program.

c.) These activities shall start and continue regardless of the individual’s discharge readiness level.

4.) Individuals with Developmental Disabilities

a.) Within two business days of admission to a state hospital of an individual with a developmental disability with a moderate, severe, or profound intellectual disability for whom it is the case management CSB, the CSB shall determine and report to the state hospital if the individual:

● is receiving developmental services,
● is receiving Medicaid development disability (DD) waiver services,
● is on a DD waiver waiting list, or
● should be screened for the DD waiver.
b.) Within five business days of admission, the CSB shall complete a REACH referral for anyone with a developmental disability diagnosis if the REACH program is not already following the individual.

c.) When indicated based on the above information, the CSB shall complete the VIDES within 10 business days of the individual’s admission to a state hospital.

d.) *When the CSB does not complete requested referrals or assessments within five business days of the request, the state hospital director will contact the CSB executive director to resolve delays in the referral and assessment processes.*

5.) **Assisted Living Facilities (ALFs)**

   a.) When an individual’s ability to live independently is unclear, the state hospital will ensure that an Independent Living Skills (ILS) assessment is made and completed within five working days of referral. Referrals for ILS assessments when indicated should be made when the individual is at Discharge Ready Level 2.

   b.) As soon as a supervised ALF setting is being considered for an individual in a state hospital, the CSB shall obtain releases from the individual or his or her substitute decision maker in order to contact potential ALFs and begin initial contacts regarding bed availability and willingness to consider the individual for placement. The CSB shall start this process prior to the individual being determined to be RFD.

   c.) The state hospital will complete the uniform assessment instrument (UAI) within five business days of the individual being found to be at Discharge Ready Level 2.

   d.) The CSB shall send referral packets to potential ALF placements identified above within two business days after the individual is determined to be RFD. The CSB shall send multiple applications simultaneously.

6.) **Nursing Homes**

   a.) As soon as a supervised nursing home setting is being considered for an individual in a state hospital, the CSB shall obtain releases from the individual or his or her substitute decision maker in order to contact potential nursing homes and begin initial contacts regarding bed availability and willingness to consider the individual for placement.

   b.) *The state hospital will complete the UAI within five business days of the individual being found to be at Discharge Ready Level 2.*

   c.) *Within two business days of being found to be at Discharge Ready Level 1, the state hospital will send the packet to Ascend for Level 2 nursing home screening.*

   d.) The CSB shall send applications to potential nursing homes identified above within two business days of the Level 2 response from Ascend.

4. **Regional Protocols:** The CSB, with the other CSBs in its region, shall incorporate the requirements in sections 1 through 3 of this exhibit in applicable regional protocols and submit the revised draft regional protocols to the Department’s Director of Acute Care Services for review and approval.
State hospital notified of ECO (time, contact, initials): ____________________________

<table>
<thead>
<tr>
<th>Bed Search Tracking Form</th>
<th>Client:</th>
<th>Date:</th>
<th>CSB Staff:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Facility</td>
<td>Address/Phone#/Fax#</td>
<td>Time of contact</td>
<td>Name of contact</td>
</tr>
<tr>
<td><strong>Private Facilities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State-funded Contract Facilities</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ Denied:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State Facility</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ Denied:</td>
</tr>
</tbody>
</table>

Denial reason codes/Declined admission codes:

1. Medical complications/clearance
2. No available beds
3. Acuity of client
4. Client illness chronicity
5. Milieu issues/acuity of unit
6. Diagnosis
7. No timely response
8. Other (specify)
### Exhibit L: Alphabetical Listing of Documents Referenced in the Performance Contract With Internet Links

<table>
<thead>
<tr>
<th>Document</th>
<th>Internet Link</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discharge Assistance Program Manual</td>
<td>This document is not available yet on the Department’s web page.</td>
</tr>
<tr>
<td>Collaborative Discharge Protocols for Community Services Boards and State Hospitals - Adult &amp; Geriatric or Child &amp; Adolescent</td>
<td>This document is not available yet on the Department’s web page.</td>
</tr>
<tr>
<td>Enhanced Case Management Criteria Instructions and Guidance This document is not available yet on the Department’s web page.</td>
<td></td>
</tr>
<tr>
<td>Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services</td>
<td><a href="https://law.lis.virginia.gov/admincode/title12/agency35/chapter115/">https://law.lis.virginia.gov/admincode/title12/agency35/chapter115/</a></td>
</tr>
<tr>
<td>Medical Screening and Medical Assessment Guidance Materials</td>
<td>This document is not available yet on the Department’s web page.</td>
</tr>
<tr>
<td>Certification of Preadmission Screening Clinicians</td>
<td>This document is not available yet on the Department’s web page.</td>
</tr>
<tr>
<td>Permanent Supportive Housing Initiative Operating Guidelines This document is not available yet on the Department’s web page.</td>
<td></td>
</tr>
<tr>
<td>Residential Crisis Stabilization Unit Expectations</td>
<td>This document is not available yet on the Department’s web page.</td>
</tr>
</tbody>
</table>
Exhibit L: Alphabetical Listing of Documents Referenced in the Performance Contract With Internet Links

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Name</th>
<th>Acronym</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACE</td>
<td>Adverse Childhood Experiences</td>
<td>NCI</td>
<td>National Core Indicators</td>
</tr>
<tr>
<td>BAA</td>
<td>Business Associate Agreement (for HIPAA compliance)</td>
<td>NGRI</td>
<td>Not Guilty by Reason of Insanity</td>
</tr>
<tr>
<td>CARS</td>
<td>Community Automated Reporting System</td>
<td>OMS</td>
<td>Office of Management Services</td>
</tr>
<tr>
<td>CCS 3</td>
<td>Community Consumer Submission 3</td>
<td>PACT</td>
<td>Program of Assertive Community Treatment</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
<td>PATH</td>
<td>Projects for Assistance in Transition from Homelessness</td>
</tr>
<tr>
<td>CIT</td>
<td>Crisis Intervention Team</td>
<td>PHI</td>
<td>Protected Health Information</td>
</tr>
<tr>
<td>CPMT</td>
<td>Community Policy and Management Team (CSA)</td>
<td>PII</td>
<td>Personally Identifiable Information</td>
</tr>
<tr>
<td>CQI</td>
<td>Continuous Quality Improvement</td>
<td>PSH</td>
<td>Permanent Supportive Housing</td>
</tr>
<tr>
<td>CRC</td>
<td>Community Resource Consultant (DD Waivers)</td>
<td>QSR</td>
<td>Quality Service Reviews</td>
</tr>
<tr>
<td>CSA</td>
<td>Children’s Services Act (§ 2.2-5200 et seq. of the Code)</td>
<td>RCSU</td>
<td>Residential Crisis Stabilization Unit</td>
</tr>
<tr>
<td>CSB</td>
<td>Community Services Board</td>
<td>RDAP</td>
<td>Regional Discharge Assistance Program</td>
</tr>
</tbody>
</table>

Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice and the Commonwealth of Virginia
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Name</th>
<th>Acronym</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAP</td>
<td>Discharge Assistance Program</td>
<td>REACH</td>
<td>Regional Education Assessment Crisis Services</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Habilitation</td>
</tr>
<tr>
<td>DBHDS</td>
<td>Department</td>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
</tbody>
</table>

**Exhibit L: Listing of Acronyms**

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Name</th>
<th>Acronym</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>DD</td>
<td>Developmental Disabilities</td>
<td>RMG</td>
<td>Regional Management Group</td>
</tr>
<tr>
<td>Department of Behavioral Health and Developmental Services</td>
<td>RST</td>
<td>Regional Support Team (DD Waivers)</td>
<td></td>
</tr>
<tr>
<td>DMAS</td>
<td>Department of Medical Assistance Services (Medicaid)</td>
<td>RUMCT</td>
<td>Regional Utilization Management and Consultation</td>
</tr>
<tr>
<td>DOJ</td>
<td>Department of Justice (U.S.)</td>
<td>SABG</td>
<td>Federal Substance Abuse Block Grant</td>
</tr>
<tr>
<td>EBL</td>
<td>Extraordinary Barriers to Discharge List</td>
<td>SDA</td>
<td>Same Day Access</td>
</tr>
<tr>
<td>EHR</td>
<td>Electronic Health Record</td>
<td>sFTP</td>
<td>Secure File Transfer Protocol</td>
</tr>
<tr>
<td>FTE</td>
<td>Full Time Equivalent</td>
<td>SPF</td>
<td>Strategic Prevention Framework</td>
</tr>
<tr>
<td>HIPAA</td>
<td>Health Insurance Portability and Accountability Act of 1996</td>
<td>TDO</td>
<td>Temporary Detention Order</td>
</tr>
<tr>
<td>ICC</td>
<td>Intensive Care Coordination (CSA)</td>
<td>VACSB</td>
<td>Virginia Association of Community Services Boards</td>
</tr>
<tr>
<td>ICF</td>
<td>Intermediate Care Facility</td>
<td>VIDES</td>
<td>Virginia Individual DD Eligibility Survey</td>
</tr>
<tr>
<td>IDAPP</td>
<td>Individualized Discharge Assistance Program Plan</td>
<td>WaMS</td>
<td>Waiver Management System (DD Waivers)</td>
</tr>
<tr>
<td>LIPOS</td>
<td>Local Inpatient Purchase of Services</td>
<td>SPQM</td>
<td>Service Process Quality Management</td>
</tr>
</tbody>
</table>
RESOLUTION NO. ______________

A RESOLUTION EXPRESSING THE APPROVAL OF THE NEWPORT NEWS CITY COUNCIL FOR THE STATE FISCAL YEAR 2019 AND STATE FISCAL YEAR 2020 COMMUNITY SERVICES BOARD PERFORMANCE CONTRACT RENEWAL AND REVISIONS.

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

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

WHEREAS, the Department provided to the CSB a Letter of Notification setting out the amount of state and federal funding that would be available to the CSB during FY 2019 and FY 2020; and

WHEREAS, the CSB approved the biennial FY 2019 and FY 2020 Community Services Board Performance Contract on May 25, 2018, and recommended it to the Newport News City Council; and

WHEREAS, by Resolution No. 13160-18, adopted on September 11, 2018, the Newport News City Council approved the biennial FY 2019 and FY 2020 Community Services Board Performance Contract; and

WHEREAS, a mid-cycle approval is required to approve revisions in the performance contract for FY 2020; and

WHEREAS, the CSB approved the FY 2020 Community Services Board Performance Contract on September 26, 2019, and has recommended it to the Newport News City Council for approval.

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

1. That in accord with the Code of Virginia it approves the FY 2020 Community Services Board Performance Contract between the State’s Department of Behavioral Health and Developmental Services and the CSB.
2. That it hereby authorizes and directs the City Manager to approve the performance contract and to forward a copy of this resolution to the Commissioner of the Department.

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

1. Resolution Authorizing the City Manager to Execute a Project Administration Agreement (PAA) By and Between the City of Newport News, Virginia and the Virginia Department of Transportation (VDOT) for the J. Clyde Morris Boulevard Paving Projects

**ACTION:**
A REQUEST TO APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT ADMINISTRATION AGREEMENT (PAA) BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) FOR UPC 115732: J. CLYDE MORRIS BOULEVARD PAVING – WARWICK BOULEVARD TO CSX; AND UPC 115368: J. CLYDE MORRIS BOULEVARD PAVING – CSX TO JEFFERSON AVENUE.

**BACKGROUND:**
- The City has competed for and successfully secured State of Good Repair (SGR) funds to support paving projects on J. Clyde Morris Boulevard.
- The two paving projects include resurfacing of existing roadway.
- The Virginia Department of Transportation requires the City to submit a signed grant agreement for use of the funding.
- The City Manager recommends approval.

**FISCAL IMPACT:**
- N/A

**ATTACHMENTS:**
Description
Memo to HCC re Grant Funded Paving Projects 10.16.19
CM Memo-Grant Funded Projects-SGR
Attach-Location Map-Grant Funded Proj-SGR
Authorizing Std PAA - UPC#115368 & # 115732
TO: The Honorable City Council
FROM: City Manager
SUBJECT: Virginia Department of Transportation (VDOT) Paving Project Administration Agreements (PAA)

City Council is requested to approve a resolution authorizing the City Manager to execute an agreement between the City of Newport News, Virginia and the Virginia Department of Transportation (VDOT) for two paving projects:

- UPC 115732 – J. Clyde Morris Boulevard Paving: Warwick Boulevard to CSX
- UPC 115368 – J. Clyde Morris Boulevard Paving: CSX to Jefferson Avenue

Both projects are funded through the State of Good Repair (SGR) Program. The SGR program does not require a local match. SGR funds, in the amount of $433,379 for each project, will be appropriated in a companion resolution.

I recommend approval.

CDR:BJP:wjr

Attachment

cc: Ralph L. Clayton, Assistant City Manager
    Everett P. Skipper, Director, Department of Engineering
RESOLUTION NO. ______

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN STANDARD PROJECT ADMINISTRATION AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF J. CLYDE MORRIS BOULEVARD FROM WARWICK BOULEVARD TO THE CSX TRACKS PROJECT (UPC #115732) AND THE RESURFACING OF J. CLYDE MORRIS BOULEVARD FROM CSX TRACKS TO JEFFERSON AVENUE PROJECT (UPC #115368).

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

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Standard Project Administration Agreement by and between the City of Newport News, Virginia, and the Commonwealth of Virginia, Department of Transportation for the Resurfacing of J. Clyde Morris Boulevard from Warwick Boulevard to the CSX tracks Project (UPS #115732) and the Resurfacing of J. Clyde Morris Boulevard from the CSX tracks to Jefferson Avenue Project (UPS #115368). These are state of good repair (SGR) funded projects which do not require a local match.

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

3. That it further authorizes the City Manager to execute any further agreements or other documents necessary to effectuate the Project.

4. That this resolution shall be in effect on and after the date of its adoption, October 22, 2019.
STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

<table>
<thead>
<tr>
<th>Project Number</th>
<th>UPC</th>
<th>Local Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>0017-121-391</td>
<td>115368</td>
<td>City of Newport News</td>
</tr>
<tr>
<td>0312-121-390</td>
<td>115732</td>
<td>City of Newport News</td>
</tr>
</tbody>
</table>

THIS AGREEMENT, made and executed in triplicate this ____ day of __________, 20___, by and between the City of Newport News, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project(s) and the funding currently allocated or proposed for the project(s) does not include Federal-aid Highway funds; and

WHEREAS, both parties have concurred in the LOCALITY’s administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:

   a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.

   b. Receive prior written authorization from the DEPARTMENT to proceed with the project.

   c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

   d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the State Certification Form for State Funded Projects or in another manner as prescribed by the DEPARTMENT.

   e. Maintain accurate and complete records of each Project’s development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.
f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date project summary and schedule tracking payment requests and adjustments.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of state law or regulations require such reimbursement.

h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY’s match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements.

j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

2. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.

b. Upon receipt of the LOCALITY’s invoices pursuant to paragraph 1.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. If appropriate, submit invoices to the LOCALITY for the LOCALITY’s share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
d. Audit the LOCALITY’s Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.

e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT’s agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.

5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

6. Nothing in this agreement shall be construed as a waiver of the LOCALITY’s or the Commonwealth of Virginia’s sovereign immunity.

7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing,
receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

The remainder of this page is BLANK
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF NEWPORT NEWS, VIRGINIA:

CYNTHIA D. ROHLF

City Manager
Typed or printed name of signatory

ATTEST:

________________________________________  ______________________
Title                                           Date

________________________________________  ______________________
City Clerk                                     Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

________________________________________  ______________________
Chief of Policy                                Date
Commonwealth of Virginia
Department of Transportation

________________________________________  ______________________
Signature of Witness                           Date

Attachment
Appendix A (UPC 115368, UPC 115732)
Appendix A

**Project Location**
- Location ZIP +4: 23601-1819
- Location DUNS #: 809-755-085
- Location Address (incl ZIP +4): 2400 Washington Avenue Newport News, VA 23607-4901

**Project Narrative**
- Work Description: Mill and overlay wearing surface along J Clyde Morris Blvd. for .696 miles
- From: Warwick Blvd.
- To: CSX railroad near Service Rd.
- Locality Project Manager Contact Info: Thomas Cheney 757-926-8715
- Department Project Coordinator Contact Info: Chensena Villaflores 757-956-3094

**Project Estimates**

<table>
<thead>
<tr>
<th></th>
<th>Preliminary Engineering</th>
<th>Right of Way and Utilities</th>
<th>Construction</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Locality Project Expenses</td>
<td>$0</td>
<td>$0</td>
<td>$433,379</td>
<td>$433,379</td>
</tr>
<tr>
<td>Estimated VDOT Project Expenses</td>
<td>$0</td>
<td>$0</td>
<td>$3,100</td>
<td>$3,100</td>
</tr>
<tr>
<td>Estimated Total Project Costs</td>
<td>$0</td>
<td>$0</td>
<td>$436,479</td>
<td>$436,479</td>
</tr>
</tbody>
</table>

**Project Cost and Reimbursement**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Estimated Project Costs</th>
<th>Funds Type (Choose from drop down box)</th>
<th>Local % Participation for Funds Type</th>
<th>Local Share Amount</th>
<th>Maximum Reimbursement (Estimated Cost - Local Share)</th>
<th>Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right of Way &amp; Utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>$433,379</td>
<td>SGR</td>
<td>0%</td>
<td>$0</td>
<td>$433,379</td>
<td></td>
</tr>
<tr>
<td>Total CN</td>
<td>$433,379</td>
<td></td>
<td></td>
<td>$0</td>
<td>$433,379</td>
<td></td>
</tr>
<tr>
<td>Total Estimated Cost</td>
<td>$433,379</td>
<td></td>
<td></td>
<td>$0</td>
<td>$433,379</td>
<td></td>
</tr>
</tbody>
</table>

- Total Maximum Reimbursement by VDOT to Locality (Less Local Share): $433,379
- Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses): $450,279

**Project Financing**

<table>
<thead>
<tr>
<th>SGR</th>
<th>Aggregate Allocations</th>
</tr>
</thead>
<tbody>
<tr>
<td>$433,379</td>
<td></td>
</tr>
</tbody>
</table>

**Program and Project Specific Funding Requirements**
- This Project shall be administered in accordance with VDOT’s Locally Administered Projects Manual and Urban Manual.
- In accordance with Chapter 12 1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 11/14/19.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of $433,379.
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All local funds included on this appendix have been formally committed by the local government’s board or council resolution subject to appropriation.
- This project shall meet all applicable ADA requirements.
- This Project must be advertised within six months of award funding or be subject to deallcination.
- The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the LOCALITY subsequent to Project completion without approval of the DEPARTMENT, the LOCALITY irrevocably agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT.

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Revised: February 1, 2019
### Project Narrative

**Work Description:** Mill and overlay wearing surface along J Clyde Morris Blvd. for .414 miles

**From:** CSX Railroad near Service Rd.

**To:** Jefferson Ave.

**Locality Project Manager Contact Info:** Thomas Cheney 757-926-8715  
 Cheneytc@nvva.gov

**Department Project Coordinator Contact Info:** Chessa Villaflores 757-956-3994  
 Chessa.villaflores@vdot.virginia.gov

### Project Estimates

<table>
<thead>
<tr>
<th></th>
<th>Preliminary Engineering</th>
<th>Right of Way and Utilities</th>
<th>Construction</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Locality</td>
<td>$0</td>
<td>$0</td>
<td>$430,279</td>
<td>$430,279</td>
</tr>
<tr>
<td>Project Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated VDOT Project</td>
<td>$0</td>
<td>$0</td>
<td>$3,100</td>
<td>$3,100</td>
</tr>
<tr>
<td>Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Total Project</td>
<td>$0</td>
<td>$0</td>
<td>$433,379</td>
<td>$433,379</td>
</tr>
<tr>
<td>Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Project Cost and Reimbursement

<table>
<thead>
<tr>
<th>Phase</th>
<th>Estimated Project Costs</th>
<th>Funds Type (Choose from drop down box)</th>
<th>Local % Participation for Funds Type</th>
<th>Local Share Amount</th>
<th>Maximum Reimbursement (Estimated Cost - Local Share)</th>
<th>Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right of Way &amp; Utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total PE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Construction</td>
<td>$433,379</td>
<td>CTB Formula 0%</td>
<td></td>
<td>$0</td>
<td>$433,379</td>
<td>$430,279</td>
</tr>
<tr>
<td>Total CN</td>
<td>$433,379</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Estimated Cost</td>
<td>$433,379</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$430,279</td>
</tr>
</tbody>
</table>

**Total Maximum Reimbursement by VDOT to Locality (Less Local Share):** $430,279

**Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses):** $433,379

### Project Financing

<table>
<thead>
<tr>
<th>CTB Formula</th>
<th>Aggregate Allocations</th>
</tr>
</thead>
<tbody>
<tr>
<td>$433,379</td>
<td>$433,379</td>
</tr>
</tbody>
</table>

### Program and Project Specific Funding Requirements

- This project shall be administered in accordance with VDOT’s Locally Administered Projects Manual and Urban Manual.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 12/30/19.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of $433,379.
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All local funds included on this appendix have been formally committed by the local government’s board or council resolution subject to appropriation.
- This Project shall meet all applicable ADA requirements.
- This Project must be advertised within six months of award funding or be subject to disqualification.
- The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the Project be altered by the LOCALITY subsequent to Project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT.

This attachment is certified and made an official attachment to this document by the parties to this agreement.

---

**Authorized Locality Official and Date**

**Authorized VDOT Official and Date**

**Typed or printed name of person signing**

**Revised:** February 1, 2019

**Typed or printed name of person signing**
2. Resolution Authorizing the City Manager to Execute a Project Administration Agreement (PAA) By and Between the City of Newport News, Virginia (City) and the Virginia Department of Transportation (VDOT) for Citywide Flashing Yellow Arrow Upgrades

**ACTION:** A REQUEST TO APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT ADMINISTRATION AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA (CITY) AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) FOR UPC 111034 – CITYWIDE FLASHING YELLOW ARROW UPGRADES.

**BACKGROUND:**
- The City has competed for and successfully secured Highway Safety Improvement Program (HSIP) funds to support a project that will improve signalized intersections.
- These improvements include traffic signal modifications at 41 signalized intersections.
- VDOT requires the City to submit a signed grant agreement for use of the funding.
- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
- Memo to HCC re UPC 111034 Citywide Flashing Yellow Arrows 10.16.19
- Attach-Location Map-Grant Funded Proj-Citywide Flashing Authorizing Standard PAA - UPC# 111034
TO: The Honorable City Council

FROM: City Manager

SUBJECT: Virginia Department of Transportation (VDOT) UPC 111034 Project Administration Agreement (PAA)

City Council is requested to approve a resolution authorizing the City Manager to execute a Project Administration Agreement between the City of Newport News, Virginia and the Virginia Department of Transportation (VDOT) for a signal modification project.

The Citywide Flashing Yellow Arrow Upgrades project is funded through the federal Highway Safety Improvement Program (HSIP). The Project will replace existing five-section signal displays with “flashing yellow arrow” four-section signal displays at 41 signalized intersections. The HSIP program does not require a local match. HSIP funds, in the amount of $775,750, will be appropriated in a companion resolution.

I recommend approval.

Cynthia D. Rohlf

CDR:BJP:wjr

Attachment

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

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN STANDARD PROJECT ADMINISTRATION AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION FOR THE CITY-WIDE FLASHING YELLOW ARROW UPGRADE PROJECT (UPC #111034).

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

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Standard Project Administration Agreement by and between the City of Newport News, Virginia, and the Commonwealth of Virginia, Department of Transportation for funding of the City-wide Flashing Yellow Arrow Upgrade Project which will replace existing five-section signal displays with “flashing Yellow Arrow” four section signal displays at 41 signalized intersections in the City. This project is a Highway Safety Improvement Program (HSIP) funded project and does not require a local match.

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

3. That it further authorizes the City Manager to execute any further agreements or other documents necessary to effectuate the Project.

4. That this resolution shall be in effect on and after the date of its adoption, October 22, 2019.
STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

<table>
<thead>
<tr>
<th>Project Number</th>
<th>UPC</th>
<th>Local Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>9999-121-358</td>
<td>111034</td>
<td>City of Newport News</td>
</tr>
</tbody>
</table>

THIS AGREEMENT, made and executed in triplicate this ___ day of ____________, 20__, by and between the City of Newport News, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY’s administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:

   a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT.

   b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.
c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.

d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

e. Maintain accurate and complete records of each Project’s development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.

f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.

h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY’s match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements.

j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the LOCALITY expends over
$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY’s single program audit in accordance with 2 CFR 200.501, Audit Requirements.

k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT’s FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.

2. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.

b. Upon receipt of the LOCALITY’s invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. If appropriate, submit invoices to the LOCALITY for the LOCALITY’s share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

d. Audit the LOCALITY’s Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.

e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT’s agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.

5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY’s or the Commonwealth of Virginia’s sovereign immunity.

7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in
writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF NEWPORT NEWS, VIRGINIA:

________________________________________
CYNTHIA D. ROHLE
Typed or printed name of signatory

City Manager                                      Date
Title

ATTEST:

________________________________________
City Clerk                                      Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

________________________________________
Chief of Policy                                      Date
Commonwealth of Virginia
Department of Transportation

Signature of Witness                                      Date

Attachments
Appendix A (UPC 111034)
### Project Narrative

**Work Description:** Replacement of the five-section displays with “flashing yellow arrow” 4-section signals for forty-one (41) signal locations City-wide

**From:** Varicuss

**To:** Varicuss

**Locality Project Manager Contact Info:** Randy Cooper 757-926-8702 cooperm@norfolk.gov

**Department Project Coordinator Contact Info:** Chessica Villaflores 757-966-3094 chessica.villaflores@vdot.virginia.gov

### Project Estimates

<table>
<thead>
<tr>
<th></th>
<th>Preliminary Engineering</th>
<th>Right of Way and Utilities</th>
<th>Construction</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Locality</td>
<td>$5,720</td>
<td>$0</td>
<td>$743,244</td>
<td>$748,964</td>
</tr>
<tr>
<td>Project Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated VDOT Project</td>
<td>$19,280</td>
<td>$0</td>
<td>$7,500</td>
<td>$26,786</td>
</tr>
<tr>
<td>Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Total Project</td>
<td>$25,000</td>
<td>$0</td>
<td>$750,760</td>
<td>$775,760</td>
</tr>
</tbody>
</table>

### Project Cost and Reimbursement

<table>
<thead>
<tr>
<th>Phase</th>
<th>Estimated Project Costs</th>
<th>Funds type</th>
<th>Local % Participation for Funds Type</th>
<th>Local Share Amount</th>
<th>Maximum Reimbursement (Estimated Cost - Local Share)</th>
<th>Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$25,000</td>
<td>HSIP</td>
<td>0%</td>
<td>$0</td>
<td>$25,000</td>
<td>$5,720</td>
</tr>
<tr>
<td>Flight of Way &amp; Utilities</td>
<td>$0</td>
<td>HSIP</td>
<td>0%</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Construction</td>
<td>$750,750</td>
<td>HSIP</td>
<td>0%</td>
<td>$0</td>
<td>$750,750</td>
<td>$743,244</td>
</tr>
<tr>
<td>Total CN</td>
<td>$750,750</td>
<td></td>
<td></td>
<td></td>
<td>$750,750</td>
<td>$748,964</td>
</tr>
<tr>
<td>Total Estimated Cost</td>
<td>$775,760</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Maximum Reimbursement by VDOT to Locality (Less Local Share) $775,760

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses) $748,964

### Project Financing

<table>
<thead>
<tr>
<th></th>
<th>Aggregate Allocations</th>
</tr>
</thead>
<tbody>
<tr>
<td>HSIP</td>
<td>$698,175</td>
</tr>
<tr>
<td>HSIP - State Match</td>
<td>$77,575</td>
</tr>
</tbody>
</table>

Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 10/08/2020.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of $775,760.
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

This attachment is certified and made an official attachment to this document by the parties to this agreement.

---

**Authorized Locality Official and Date**

**Authorized VDOT Official and Date**

**Typed or printed name of person signing**

**Revised:** February 1, 2019
G. Other City Council Actions

3. Resolution Authorizing the City Manager to Execute a Project Administration Agreement (PAA) By and Between the City of Newport News, Virginia (City) and the Virginia Department of Transportation (VDOT) for Jefferson Avenue and Pavilion Place Traffic Signal

**ACTION:** A REQUEST TO APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT ADMINISTRATION AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA (CITY) AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) FOR UPC 111035 – JEFFERSON AVENUE AND PAVILION PLACE TRAFFIC SIGNAL.

**BACKGROUND:**
- The City has competed for and successfully secured Highway Safety Improvement Program (HSIP) funds to support one intersection improvement project.
- These improvements include traffic signal installation, handicap ramps, crosswalks, and pedestrian signals.
- The Virginia Department of Transportation requires the City to submit a signed grant agreement for use of the funding.
- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
- Memo to HCC re Jefferson & Pavilion Pl Traffic Signal 10.16.19
- Attch-Location Map-Grant Funded Proj-Jefferson and Pavilion
- Authorizing Standard PAA - UPC# 111035
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

October 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Virginia Department of Transportation (VDOT) UPC 111035 Project Administration Agreement (PAA)

City Council is requested to approve a resolution authorizing the City Manager to execute a Project Administration Agreement (PAA) between the City of Newport News, Virginia and the Virginia Department of Transportation (VDOT) for a traffic signal improvement project.

The project will install a mast arm traffic signal at the intersection of Jefferson Avenue and Pavilion Place. Accessible Pedestrian Signals (APS), Emergency Vehicle Preemption Equipment, and Video Detection will be included. Funding is through the federal Highway Safety Improvement Program (HSIP). The HSIP program does not require a local match. HSIP funds, in the amount of $645,000, will be appropriated in a companion resolution.

I recommend approval.

[Signature]

Cynthia D. Rohlf

CDR:BJP:wjr

Attachment

cc: Everett P. Skipper, Director, Department of Engineering
PROJECT LOCATION

CITY OF NEWPORT NEWS, VIRGINIA

HSIP PROJECTS FY20 - JEFFERSON AVENUE & PAVILION PLACE TRAFFIC SIGNAL
RESOLUTION NO. ________

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN STANDARD PROJECT ADMINISTRATION AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A MAST ARM TRAFFIC SIGNAL AT THE INTERSECTION OF JEFFERSON AVENUE AND PAVILION PLACE, INCLUDING ACCESSIBLE PEDESTRIAN SIGNALS, EMERGENCY VEHICLE PREEMPTION EQUIPMENT, AND VIDEO DETECTION EQUIPMENT PROJECT (UPC #111035).

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

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Standard Project Administration Agreement by and between the City of Newport News, Virginia, and the Commonwealth of Virginia, Department of Transportation for grant funds for the installation of a mast arm traffic signal at the intersection of Jefferson Avenue and Pavilion Place in Newport News, including Accessible Pedestrian Signals (APS), Emergency Vehicle Preemption Equipment, and Video Detection Project (UPC #111035). This project does not require a local match.

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

3. That it further authorizes the City Manager to execute any further agreements or other documents necessary to effectuate the Project.

4. That this resolution shall be in effect on and after the date of its adoption, October 22, 2019.
STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

<table>
<thead>
<tr>
<th>Project Number</th>
<th>UPC</th>
<th>Local Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>0143-121-359</td>
<td>111035</td>
<td>City of Newport News</td>
</tr>
</tbody>
</table>

THIS AGREEMENT, made and executed in triplicate this ___ day of ____________, 20__, by and between the City of Newport News, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:

   a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT.

   b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in reallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.
c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.

d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

e. Maintain accurate and complete records of each Project’s development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.

f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.

h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY’s match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements.

j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the LOCALITY expends over
$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY’s single program audit in accordance with 2 CFR 200.501, Audit Requirements.

k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT’s FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.

2. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.

b. Upon receipt of the LOCALITY’s invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. If appropriate, submit invoices to the LOCALITY for the LOCALITY’s share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

d. Audit the LOCALITY’s Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.

e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.

5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in
writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF NEWPORT NEWS, VIRGINIA:

_____________________________________
CYNTHIA D. ROHLF
Typed or printed name of signatory

City Manager Date

ATTEST:

_____________________________________
City Clerk Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

_____________________________________
Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

Signature of Witness Date

Attachments
    Appendix A (UPC 111035)
## Project Narrative

**Work Description:** Install new traffic signal at intersection of Jefferson Ave. and Pavilion Pl.

**From:** Jefferson Ave.

**To:** Pavilion Pl.

**Locality Project Manager Contact Info:** Holly Kidd 757-926-3977 kiddhk@nrva.gov

**Department Project Coordinator Contact Info:** Chessica Villaflor 757-956-3094 chessica.villaflor@vdot.virginia.gov

## Project Estimates

<table>
<thead>
<tr>
<th></th>
<th>Preliminary Engineering</th>
<th>Right of Way and Utilities</th>
<th>Construction</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Locality Project Expenses</td>
<td>$54,000</td>
<td>$120,000</td>
<td>$426,800</td>
<td>$610,800</td>
</tr>
<tr>
<td>Estimated VDOT Project Expenses</td>
<td>$21,000</td>
<td>$0</td>
<td>$13,200</td>
<td>$34,200</td>
</tr>
<tr>
<td>Estimated Total Project Costs</td>
<td>$75,000</td>
<td>$130,000</td>
<td>$440,000</td>
<td>$645,000</td>
</tr>
</tbody>
</table>

## Project Cost and Reimbursement

<table>
<thead>
<tr>
<th>Phase</th>
<th>Estimated Project Costs</th>
<th>Funds Type</th>
<th>Local % Participation for Funds Type</th>
<th>Local Share Amount</th>
<th>Maximum Reimbursement (Estimated Cost - Local Share)</th>
<th>Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$75,000</td>
<td>HSIP</td>
<td>0%</td>
<td>$0</td>
<td>$75,000</td>
<td>$54,000</td>
</tr>
<tr>
<td>Right of Way &amp; Utilities</td>
<td>$130,000</td>
<td>HSIP</td>
<td>0%</td>
<td>$0</td>
<td>$130,000</td>
<td>$130,000</td>
</tr>
<tr>
<td>Construction</td>
<td>$440,000</td>
<td>HSIP</td>
<td>0%</td>
<td>$0</td>
<td>$440,000</td>
<td>$426,800</td>
</tr>
<tr>
<td>Total CN</td>
<td>$440,000</td>
<td>HSIP</td>
<td>0%</td>
<td>$0</td>
<td>$440,000</td>
<td>$426,800</td>
</tr>
<tr>
<td>Total PE</td>
<td>$75,000</td>
<td>HSIP</td>
<td>0%</td>
<td>$0</td>
<td>$75,000</td>
<td>$54,000</td>
</tr>
<tr>
<td>Total RW</td>
<td>$130,000</td>
<td>HSIP</td>
<td>0%</td>
<td>$0</td>
<td>$130,000</td>
<td>$130,000</td>
</tr>
<tr>
<td>Total Estimated Cost</td>
<td>$645,000</td>
<td></td>
<td></td>
<td>$0</td>
<td>$645,000</td>
<td>$610,800</td>
</tr>
</tbody>
</table>

- **Total Maximum Reimbursement by VDOT to Locality (Less Local Share):** $645,000
- **Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses):** $610,800

## Project Financing

<table>
<thead>
<tr>
<th>HSIP</th>
<th>HSIP - State Match</th>
<th>Aggregate Allocations</th>
</tr>
</thead>
<tbody>
<tr>
<td>$580,500</td>
<td>$64,500</td>
<td>$645,000</td>
</tr>
</tbody>
</table>

## Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT’s Locally Administered Projects Manual and Urban Manual.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 10/08/2020.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of $645,000.
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All local funds included on this appendix have been formally committed by the local government’s board or council resolution subject to appropriation.
- This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

1This attachment is certified and made an official attachment to this document by the parties to this agreement.

---

**Authorized Locality Official and Date**

**Authorized VDOT Official and Date**

**Typed or printed name of person signing**

**Revised: February 1, 2019**

**Typed or printed name of person signing**
G. Other City Council Actions

4. Resolution Authorizing the City Manager to Execute a Project Administration Agreement (PAA) By and Between the City of Newport News, Virginia (City) and the Virginia Department of Transportation (VDOT) for Rock Landing Drive and Omni Boulevard Traffic Signal

ACTIONS: A REQUEST TO APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT ADMINISTRATION AGREEMENT (PAA) BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA (CITY) AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) FOR UPC 111065 – ROCK LANDING DRIVE AND OMNI BOULEVARD TRAFFIC SIGNAL.

BACKGROUND:

- The City has competed for and successfully secured Highway Safety Improvement Program (HSIP) funds to support one intersection improvement project.

- These improvements include traffic signal and turn lane installation, handicap ramps, crosswalks, and pedestrian signals.

- VDOT requires the City to submit a signed grant agreement for use of the funding.

- The City Manager recommends approval.

FISCAL IMPACT: N/A

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memo to HCC re Rock Landing &amp; Omni Blvd Traffic Signal 10.16.19</td>
</tr>
<tr>
<td>Location map</td>
</tr>
<tr>
<td>Authorizing Std PAA - UPC #111065</td>
</tr>
</tbody>
</table>
TO: The Honorable City Council

FROM: City Manager

SUBJECT: Virginia Department of Transportation (VDOT) UPC 111065 Project Administration Agreement (PAA)

City Council is requested to approve a resolution authorizing the City Manager to execute Project Administration Agreement (PAA) between the City of Newport News, Virginia and the Virginia Department of Transportation (VDOT) for a traffic signal improvement project.

A mast arm traffic signal and appropriate turn-lanes will be installed at the intersection of Rock Landing Drive and Omni Boulevard. This project will include Accessible Pedestrian Signals (APS), Emergency Vehicle Preemption Equipment, and Video Detection. Funding is through the federal Highway Safety Improvement Program (HSIP). The HSIP program does not require a local match. HSIP funds, in the amount of $1,095,000, will be appropriated in a companion resolution.

I recommend approval.

Cynthia D. Rohlf

CDR:BJP:wjr

Attachment

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

HSIP PROJECTS FY20 - ROCK LANDING DRIVE & OMNI BOULEVARD TRAFFIC SIGNAL
RESOLUTION NO. __________


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

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Standard Project Administration Agreement by and between the City of Newport News, Virginia, and the Commonwealth of Virginia, Department of Transportation for grant funds for the installation of a mast arm traffic signal and appropriate turn lanes at the intersection of Rock Landing Drive and Omni Boulevard in Newport News, including Accessible Pedestrian Signals (APS), Emergency Vehicle Preemption Equipment, and Video Detection Project (UPC #111065). This project a Highway Safety Improvement Program (HSIP) funded project and does not require a local match.

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

3. That it further authorizes the City Manager to execute any further agreements or other documents necessary to effectuate the Project.

4. That this resolution shall be in effect on and after the date of its adoption, October 22, 2019.
STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

<table>
<thead>
<tr>
<th>Project Number</th>
<th>UPC</th>
<th>Local Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>9999-121-361</td>
<td>111065</td>
<td>City of Newport News</td>
</tr>
</tbody>
</table>

THIS AGREEMENT, made and executed in triplicate this ____ day of ________________________, 20__, by and between the City of Newport News, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:

   a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT.

   b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in reallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.
c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.

d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

e. Maintain accurate and complete records of each Project’s development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.

f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.

h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY’s match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements

j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the LOCALITY expends over
$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY’s single program audit in accordance with 2 CFR 200.501, Audit Requirements.

k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT’s FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.

2. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.

b. Upon receipt of the LOCALITY’s invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. If appropriate, submit invoices to the LOCALITY for the LOCALITY’s share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

d. Audit the LOCALITY’s Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.

e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT’s agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.

5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY’s or the Commonwealth of Virginia’s sovereign immunity.

7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in

OAG Approved 6/18/2012; Revised 2/5/2015
writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF NEWPORT NEWS, VIRGINIA:

________________________________________________________
CYNTHIA D. ROHLF
Typed or printed name of signatory

City Manager _______________________________ Date __________
Title __________________________________________________________________________________________

ATTEST:

________________________________________________________
City Clerk _______________________________ Date __________

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

________________________________________________________
Chief of Policy _______________________________ Date __________
Commonwealth of Virginia
Department of Transportation

Signature of Witness _______________________________ Date __________

Attachments
Appendix A (UPC 111065)
Appendix A

Project Number: 9999-121-361  UPC: 111065  CFDA # 20.205  Locality: City of Newport News

Project Location ZIP+4: 23606-4206  Locality DUNS #: 809755085  2400 Washington Ave., Newport News, VA. 23607-4301

Project Narrative

Work Description: Install new traffic signal at intersection of Rock Landing Dr. @ Omni Blvd. including adding left turn lanes

From: Rock Landing Dr.

To: Omni Blvd.

Locality Project Manager Contact Info: Holly Kid 757-928-3977  kiddh@nv.gov

Department Project Coordinator Contact Info: Chelsia Villaflor 757-856-3094  chelsia.villaflor@vdot.virginia.gov

Project Estimates

<table>
<thead>
<tr>
<th>Preliminary Engineering</th>
<th>Right of Way and Utilities</th>
<th>Construction</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Locality Project Expenses</td>
<td>$61,000</td>
<td>$180,000</td>
<td>$200,250</td>
</tr>
<tr>
<td>Estimated VDOT Project Expenses</td>
<td>$29,000</td>
<td>$0</td>
<td>$24,750</td>
</tr>
<tr>
<td>Estimated Total Project Costs</td>
<td>$90,000</td>
<td>$180,000</td>
<td>$225,000</td>
</tr>
</tbody>
</table>

Project Cost and Reimbursement

<table>
<thead>
<tr>
<th>Phase</th>
<th>Estimated Project Costs</th>
<th>Funds type</th>
<th>Local % Participation for Funds Type</th>
<th>Local Share Amount</th>
<th>Maximum Reimbursement</th>
<th>Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$90,000</td>
<td>HSIP</td>
<td>0%</td>
<td>$0</td>
<td>$90,000</td>
<td>$61,000</td>
</tr>
<tr>
<td>Right of Way &amp; Utilities</td>
<td>$180,000</td>
<td>HSIP</td>
<td>0%</td>
<td>$0</td>
<td>$180,000</td>
<td>$160,000</td>
</tr>
<tr>
<td>Construction</td>
<td>$225,000</td>
<td>HSIP</td>
<td>0%</td>
<td>$0</td>
<td>$225,000</td>
<td>$90,250</td>
</tr>
<tr>
<td>Total CN</td>
<td>$225,000</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td>$1,095,000</td>
<td>$1,041,250</td>
</tr>
</tbody>
</table>

Total Maximum Reimbursement by VDOT to Locality (Less Local Share) $1,095,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses) $1,041,250

Project Financing

<table>
<thead>
<tr>
<th>HSIP</th>
<th>HSIP - State Match</th>
<th>Aggregate Allocations</th>
</tr>
</thead>
<tbody>
<tr>
<td>$985,500</td>
<td>$109,500</td>
<td>$1,095,000</td>
</tr>
</tbody>
</table>

Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 10/08/2020.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of $1,095,000.
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Authorized Locality Official and Date

Typed or printed name of person signing

Revised: February 1, 2019

Authorized VDOT Official and Date

Typed or printed name of person signing
G. Other City Council Actions

5. Resolution Authorizing and Directing the City Manager to Execute Lease Agreement Addendum No. 5, By and Between the City of Newport News, Virginia (City) and the Newport News Economic Development Authority (EDA) for the Department of Human Services (DHS) Space in Rouse Tower

ACTION: A REQUEST TO APPROVE A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE LEASE ADDENDUM NO. 5 BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA (CITY) AND THE ECONOMIC DEVELOPMENT AUTHORITY (EDA) FOR THE DEPARTMENT OF HUMAN SERVICES (DHS) SPACE IN ROUSE TOWER AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO EFFECTUATE THE TRANSACTION.

BACKGROUND: • The City of Newport News, for the Department of Human Services (DHS), currently leases from the Economic Development Authority (EDA) 118,058 square feet of space in Rouse Tower via a Lease dated December 1, 2007 and four subsequent Addendums.

• The Lease is for a five (5) year term with three (3) additional five-year renewal terms and the current renewal term expires on November 30, 2022.

• DHS has asked to lease additional space in Rouse Tower encompassing 3,762 square feet on portions of the 9th and 11th floors, and the proposed Lease Addendum adjusts the rentable square footage for a total of 121,820 square feet.

• All other terms and conditions of the original Lease are to remain in full force and effect other than allowing DHS to vacate this particular space prior to lease expiration, with notice, should the need arise.

FISCAL IMPACT: • Consistent with the original Lease terms, DHS currently pays an annual base rent of $19.09 per square foot, with the Lease providing for an annual base rent escalation of 2%. Beginning December 1, 2019, the per-square-foot base rental rate will be
$19.47 per square foot.

- The EDA Board took action to approve the proposed Lease Addendum and approve the build-out costs for the additional space at its October 22, 2019 Board of Directors Meeting.

- The City Manager recommends approval.

ATTACHMENTS:
Description
Memo to HCC re DHS Rouse Tower Addendum 5 10.16.19
Authorizing Addendum 5 to Lease
TO: The Honorable City Council

FROM: City Manager

SUBJECT: Rouse Tower Lease Addendum - Department of Human Services Space

The City of Newport News, on behalf of the Department of Human Services (DHS), currently leases from the Economic Development Authority (EDA) 118,058 square feet of space in Rouse Tower via a Lease dated December 1, 2007 and three subsequent Addendums. The Lease is for a five (5) year term, with three (3) additional five-year renewal terms. The current renewal term expires on November 30, 2022.

DHS has asked to lease additional space in Rouse Tower encompassing 1,686 square feet on the 9th floor and an additional 2,076 square feet on the 11th floor, totaling 3,762 total square feet. Prior to occupancy, the 9th and 11th floor will have to be reconfigured and renovated to accommodate DHS at the EDA’s cost.

To that end, the proposed Lease Addendum to the existing Lease between the EDA and the City adjusts the rentable square feet by 3,762 square feet for a total of 121,820 square feet to reflect usage by DHS after occupancy of the space. All other terms and conditions of the original Lease are to remain in full force and effect, with the exception of allowing DHS to vacate this particular space prior to lease expiration, with notice, should the need arise.

Consistent with the original Lease terms, DHS is currently paying an annual base rent of $19.09 per square foot, with the Lease providing for an annual base rent escalation of 2%. Therefore, beginning December 1, 2019, the per-square-foot base rental rate will be $19.47 per square foot.
The Honorable City Council
Page 2
DHS Space - Rouse Tower Lease Addendum
October 16, 2019

The EDA Board took action to approve the proposed Lease Addendum and approve the build-out costs for the additional space at its October 4, 2019 Board of Directors Meeting. I recommend that City Council approve the Resolution authorizing execution of the Lease Addendum between the EDA and the City, as outlined above, and authorizing me to execute any documents necessary to effectuate the transaction.

Cynthia D. Rohlf

CDR:FGK:tcf

cc: Alan K. Archer, Assistant City Manager
     Venetria Thomas, Director, Department of Human Services
     Lisa J. Cipriano, Director, Department of Budget and Evaluation
     Florence G. Kingston, Director, Department of Development
RESOLUTION NO. ________


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 Addendum Five to Agreement of Lease by and between the Economic Development Authority of the City of Newport News, Virginia, and the City of Newport News, Virginia, dated the 22nd day of October, 2019.

2. That a copy of the said Addendum Five to Agreement of Lease is attached hereto and made a part hereof.

3. That this resolution shall be in effect on and after the date of its adoption, October 22, 2019.
ADDENDUM FIVE TO AGREEMENT OF LEASE

THIS ADDENDUM FIVE is made as of this 22nd day of October, 2019, to that certain Agreement of Lease dated November 13, 2007 (the “Lease”), by and between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA, hereinafter referred to as LANDLORD, and the CITY OF NEWPORT NEWS, VIRGINIA, hereinafter referred to as TENANT.

WHEREAS, the parties to this Addendum Five have entered into a Lease for 98,079 square feet of space, and four Addenda and one Renewal thereto (Addendum to Agreement of Lease, dated January 13, 2009; Addendum Two to Agreement of Lease, dated August 11, 2009; Renewal of Lease, dated November 13, 2012; Addendum Three to Agreement of Lease, dated April 11, 2017; and Addendum Four to Agreement of Lease, dated August 14, 2018) which collectively increased the leased premises to 118,058 square feet, comprised of the following: 3,577 square feet in the lower lobby; 13,526 square feet on the first floor; 16,536 square feet on the second floor; 11,193 square feet on the third floor; 11,193 square feet on the fourth floor; 11,193 square feet on the fifth floor; 11,193 square feet on the sixth floor; 11,193 square feet on the seventh floor; 11,193 square feet on the eighth floor; 6,068 square feet on the ninth floor; and 11,193 square feet of space on the tenth floor in the building in the City of Newport News known as Rouse Tower, located at 6060 Jefferson Avenue; and

WHEREAS, the Lease was for a five (5) year term, from December 1, 2007, through November 30, 2012, and provides for renewal for up to three (3) additional five (5) year terms; and

WHEREAS, the Lease was renewed and amended by that Renewal of Lease dated November 13, 2012 to exercise the first five (5) year renewal term for a period from December 1, 2012 through November 30, 2017; and by that Addendum Three to Agreement of Lease dated April
11, 2017 to exercise the second five (5) year renewal term for a period from December 1, 2017 through November 30, 2022; and

WHEREAS, the parties desire to amend the Lease to expand the leased premises to include an additional 3,762 square feet of space, including 1,686 square feet on the ninth floor and 2,076 square feet on the eleventh floor of Rouse Tower.

NOW, THEREFORE, it is understood and agreed by the parties hereto that the Lease shall be amended as follows:

1. Landlord shall renovate, at Landlord’s cost, the additional 1,686 square feet of space on the ninth floor and 2,076 square feet of space on the eleventh floor of Rouse Tower shown on the attached Exhibit 1 and Exhibit 2 in accordance with plans agreed to by Landlord and Tenant. Upon written notification by Landlord to Tenant that the additional 3,762 square feet of space is available for use by Tenant, the description of the property contained in the first paragraph of the Lease shall be amended to read as follows, and the additional 3,762 square feet of space shown on the attached Exhibit 1 and Exhibit 2 shall be included prospectively in rent calculations beginning on the first day of the month following such written notification:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord 121,820 rentable square feet, comprised of the following: 3,577 square feet in the lower lobby; 13,526 square feet on the first floor; 16,536 square feet on the second floor; 11,193 square feet on the third floor; 11,193 square feet on the fourth floor; 11,193 square feet on the fifth floor; 11,193 square feet on the sixth floor; 11,193 square feet on the seventh floor; 11,193 square feet on the eighth floor; 7,754 square feet on the ninth floor; 11,193 square feet on the tenth floor, and 2,076 square feet on the
eleventh floor in the building in the City of Newport News known as Rouse Tower, located at 6060 Jefferson Avenue.

2. Tenant shall have the option to terminating its lease of this additional 3,762 square feet by providing at least sixty (60) days' written notice of such intent to Landlord. Upon the termination date noted in said written notice, Tenant shall quit and surrender to Landlord the 3,762 square feet set forth herein broom clean, in good order and condition, ordinary wear and tear excepted, and Tenant shall remove all of its property. This option to terminate applies solely to the 3,762 square feet of space added to the leased premises by this Addendum Five. On the first day of the month following said termination, the total square footage of the demised premises shall be reduced by the 3,762 square feet so terminated for all purposes, including rent calculations, and the description of the property contained in the first paragraph of the Lease shall be amended to read as follows:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord 118,058 rentable square feet, comprised of the following: 3,577 square feet in the lower lobby; 13,526 square feet on the first floor; 16,536 square feet on the second floor; 11,193 square feet on the third floor; 11,193 square feet on the fourth floor; 11,193 square feet on the fifth floor; 11,193 square feet on the sixth floor; 11,193 square feet on the seventh floor; 11,193 square feet on the eighth floor; 6,068 square feet on the ninth floor; and 11,193 square feet on the tenth floor in the building in the City of Newport News known as Rouse Tower, located at 6060 Jefferson Avenue.

3. All other provisions of the Lease, Addendum, Addendum Two, the Renewal of Lease dated November 13, 2012, Addendum Three, and Addendum Four that are not inconsistent herewith
remain in full force and effect.

WITNESS the following signatures and seals.

ECONOMIC DEVELOPMENT AUTHORITY OF
THE CITY OF NEWPORT NEWS, VIRGINIA

By______________________________
Alonzo R. Bell, Jr., Chair

ATTEST:

_______________________________________
Florence G. Kingston
Secretary/Treasurer

APPROVED AS TO FORM:

_______________________________________
Raymond H. Suttle, Jr., Esquire
Counsel for the Economic Development Authority
of the City of Newport News, Virginia

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

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

______________________________
Notary Public

My Commission expires: ____________
Registration No. ____________________
CITY OF NEWPORT NEWS, VIRGINIA

By: __________________________
    Cynthia D. Rohlf, City Manager

ATTEST:

______________________________
Mabel V. Washington, City Clerk

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

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

______________________________
Notary Public

My Commission expires: ________________
Registration No. ________________

APPROVED AS TO FORM:

______________________________
City Attorney

rug2063

5
11th Floor - Rouse Tower

Human Services Space - 2,076sf
G. Other City Council Actions

6. Resolution Authorizing and Directing the City Manager to Execute Lease Agreement Amendment No. 3 By and Between the City of Newport News, Virginia (City) and the Hampton Roads Sanitation District (HRSD) for the Lackey Interceptor Force Main to Attest Payments have been Satisfied

**ACTION:**
RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE LEASE AGREEMENT AMENDMENT NO. 3 BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA (CITY) AND THE HAMPTON ROADS SANITATION DISTRICT (HRSD) FOR THE LACKEY INTERCEPTOR FORCE MAIN PART I TO ATTEST PAYMENTS HAVE BEEN SATISFIED.

**BACKGROUND:**
- The HRSD Lackey Interceptor Force Main Extension project included the installation of 9,900 linear feet of 24-inch force main near the intersection of Yorktown Road and Crafford Road.

- The City, under the Original Agreement, was required to make payments to HRSD quarterly until the obligated cost was satisfied.

- HRSD notified the City that as of March 31, 2019 that the City has paid all of its obligation, and no further payments from the City to HRSD would be accruing.

- HRSD requested an Amendment to acknowledge the ending of the Agreement.

- The City Manager recommends approval.

**FISCAL IMPACT:**
- N/A

**ATTACHMENTS:**
Description
Lackey
Location Map
Authorizing Amendment No. 3 (HRSD Lackey Interceptor)
TO: The Honorable City Council

FROM: City Manager

SUBJECT: Amendment No. 3 HRSD Lackey Interceptor Force Main

City Council is requested to approve a resolution authorizing the City Manager to execute an amendment Agreement with HRSD to attest that City payments for the force main constructed in 1997 have been satisfied. HRSD has prepared an agreement stating that the City has paid all of the obligation under the original agreement as amended and no further payments are necessary or accruing.

The project included installation of approximately 9,900 feet of 24-inch force main near the intersection of Yorktown Road and Crafford Road.

I recommend approval.

Cynthia D. Rohlf

CDR:LWC:mjd

Attachment

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

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN AMENDMENT NO. 3 TO THE AGREEMENT FOR CONSTRUCTION OF THE LACKEY INTERCEPTOR FORCE MAIN PART I, CITY OF NEWPORT NEWS, VIRGINIA, DATED MARCH 26, 2019.

WHEREAS, on or about August 12, 1997, the City Manager executed an Agreement entitled “Agreement for the Construction of Lackey Interceptor Force Main, Part I in the City of Newport News, Virginia” (“the Original Agreement”), pursuant to authority granted by the City Council of the City of Newport News, Virginia; in Resolution No. 8847-97; and

WHEREAS, this Original Agreement required HRSD to install 9,900 feet of 36 inch Force Main along Yorktown Road from HRSD’s 24 inch Williamsburg-James River Connecting Force Main Section II on Route 60 to the intersection of Yorktown Road and Crafford Road; and

WHEREAS, the Original Agreement required the City to make quarterly interest payments to HRSD; and

WHEREAS, the Original Agreement was amended by an Amendment dated October 14, 1997, approved by Council in Resolution No. 8896-97; and

WHEREAS, Amendment No. 2 to the Original Agreement, dated March 23, 2004, was executed by the City Manager pursuant to Resolution No. 10620-04; and

WHEREAS, HRSD has now submitted Amendment No. 3 to the Original Agreement, dated March 26, 2019, which indicates that the City has paid all of its obligations under the Original Agreement as amended as of the quarter ending March 31, 2019, and that no further payments from the City to HRSD will be accruing.

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 City Clerk to attest, on behalf of the City of Newport News, Amendment No. 3 to the Agreement for Construction of the Lackey Interceptor Force Main Part I, City of Newport News, Virginia, said Amendment dated March 26, 2019.

2. That a Copy of the said Amendment No. 3 is attached hereto and made a part hereof.
AMENDMENT NO. 3 to the
AGREEMENT FOR CONSTRUCTION
of the
LACKEY INTERCEPTOR FORCE MAIN PART I
CITY OF NEWPORT NEWS, VIRGINIA

Original Agreement dated August 12, 1997
Amendment dated October 14, 1997
Amendment No. 2 dated March 23, 2004
This Amendment No. 3 dated March 26, 2019

THIS AMENDMENT dated March 26, 2019 to that certain Agreement dated
August 12, 1997, and as amended by Amendment dated October 14, 1997, and
Amendment No. 2 dated March 23, 2004, by and between the CITY OF NEWPORT
NEWS (hereinafter referred to as the “CITY”) and HAMPTON ROADS SANITATION
DISTRICT (hereinafter referred to as “HRSD”), a political subdivision of the
Commonwealth of Virginia.

W I T N E S S E T H:

WHEREAS, HRSD and the CITY entered into an Agreement for the Construction
of Lackey Interceptor Force Main dated August 12, 1997; and

WHEREAS, the Lackey Interceptor Force Main was activated for service in 2003; and

WHEREAS, HRSD owns and operates the Lackey Interceptor Force Main, also
known as line NF-205, and located between the intersections of Yorktown Road with
Crafford Road and Yorktown Road with Warwick Boulevard in the City of Newport
News, Virginia; and

WHEREAS, the CITY has made interest payments to HRSD according to the
Agreement; and

WHEREAS, the requirement for interest payment termination has not been
satisfied; and

WHEREAS, the sum of the interest payments received exceeds the projected
estimated interest for this construction; and

WHEREAS, the parties now wish to AMEND the Agreement.
TERMS

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

1. III. OBLIGATIONS OF HRSD, paragraph B. Revenue Credit to the CITY is hereby deleted in its entirety.

2. IV. OBLIGATIONS OF THE CITY, paragraph A. Payment to HRSD is hereby deleted in its entirety. Paragraph B. Identification of Accounts is hereby deleted in its entirety.

3. V. PAYMENT TERMINATION is hereby deleted in its entirety and replaced as follows:

   The parties acknowledge that this Addendum terminates any interest payment due from the CITY to HRSD after the quarter ending March 31, 2019. The parties acknowledge that the last interest payment was received on August 10, for the quarter ended June 30, 2018. Invoices for the quarter ended September 30, 2018, billed on November 16, 2018, for the quarter ended December 31, 2018, billed on March 7, 2019, and for the quarter ending March 31, 2019, which will be billed in April 2019, are the remaining invoices to be paid to HRSD. The parties further acknowledge that no further financial obligations are owed by either party to the other under this Agreement.

4. All other provisions of the Agreement and Addendum remain in full force and effect unless modified herein.

   Signature Pages Follow
IN WITNESS WHEREOF, the CITY has caused this Addendum to be signed by the City Manager in its behalf and its seal affixed and attested by its Clerk, pursuant to adopted by the City Council on April 9, 2019.

CITY OF NEWPORT NEWS

BY ____________________________
Cynthia Rohlf, City Manager

ATTEST:

______________________________
Mabel Washington Jenkins, City Clerk

STATE OF VIRGINIA
CITY/COUNTY OF ______________, to-wit:

The foregoing Addendum was acknowledged before me this _____ day of ______________, 2019, by Cynthia Rohlf, City Manager, City of Newport News.

______________________________
Notary Public

My Commission Expires:

Registration Number:
IN WITNESS WHEREOF, HRSD has caused this Addendum to be signed in its behalf by its General Manager and its seal affixed and attested by its Secretary in accordance with authorization granted at its regular meeting held on March 26, 2019.

HAMPTON ROADS SANITATION DISTRICT

BY

Edward G. Henifin, P.E.
General Manager

ATTEST:

[Signature]
Secretary

STATE OF VIRGINIA
CITY/COUNTY OF Virginia Beach, to-wit:

The foregoing Addendum was acknowledged before me this 26th day of March, 2019, by Edward G. Henifin, General Manager, HRSD.

[Signature]
Notary Public

My Commission Expires: [Stamp]
Registration Number: [Stamp]
G. Other City Council Actions

7. Motion to Approve the Designation of National League of Cities (NLC) 2019 "City Summit" Voting Delegates

ACTION: REQUEST FOR CITY COUNCIL TO DESIGNATE BY MOTION, THE CITY'S VOTING AND ALTERNATE VOTING DELEGATES FOR THE NATIONAL LEAGUE OF CITIES (NLC) ANNUAL BUSINESS MEETING BEING HELD ON NOVEMBER 20, 2019.

BACKGROUND:

• NLC will hold its 2019 Annual Conference, November 20 - November 23, 2019, in San Antonio, Texas.

• The Annual Business Meeting is scheduled at the conclusion of the conference on Saturday, November 23.

• As a direct member city, a City representative is entitled to vote at this meeting.

• A voting delegate and alternate must be officially designated by the City, as NLC bylaws prohibit voting by proxy, and the voting delegate or alternate must be present to cast the City's vote.

FISCAL IMPACT:

• N/A

ATTACHMENTS:

Description
Request for NLC Voting Credentials 10.16.19
Request for Voting Credentials

Use this form to request voting credentials for NLC's 2019 Annual Business Meeting in San Antonio, TX. If you have any questions or concerns, please contact membership@nlc.org.

Thank you.

* Required

1. City *
   
   Enter your answer

2. State *
   
   Enter your answer

3. Name of Voting Delegate *
   
   Enter your answer

4. Title of Voting Delegate *
   
   Enter your answer

https://forms.office.com/Pages/ResponsePage.aspx?id=vFSDTE28-kSeEoTSEauavBFKHYar05JjbJf6tUt2G9UNkFUSDBLOD1NVBYTkdpDVFU5VUx...
5. Email Address of Voting Delegate *

Enter your answer

6. Name of Alternate A

Enter your answer

7. Name of Alternate B

Enter your answer

8. Name of Person Submitting the Form *

Enter your answer

9. Title of Person Submitting the Form *

Enter your answer

10. Email Address of Person Submitting the Form *

Enter your answer

11. Comments

https://forms.office.com/Pages/ResponsePage.aspx?id=vFSDTE28-kSeEoTSEnuavBFKHYar05JlbJf6tUt2G9UNkFUSDBLODl1NVBYTkpDVFU5VUx...
Enter your answer

Submit

Never give out your password. Report abuse

This content is created by the owner of the form. The data you submit will be sent to the form owner.

Powered by Microsoft Forms | Privacy and cookies | Terms of use
H. Appropriations

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

1. Department of Development – Southeast Community Redevelopment Initiatives – $500,000
3. Newport News Police Department (NNPD) – FY 2020 Bond Authorization, Equipment Category: Upgrade of the 911 Computer Assisted Dispatch (CAD) System, the Police Records Management System (RMS), and the Sheriff’s Jail Management System (JMS) – $1,800,000
4. Department of Parks, Recreation, & Tourism – FY 2020 Bond Authorization: Improvement Projects – $2,603,300
6. Department of Engineering – Citywide Sanitary Sewer Rehabilitation Program – $8,039,000
7. Newport News Public Schools (NNPS) – General Obligation Bond Fund: HVAC Replacements for Woodside High School ($7,380,323) and Deer Park Elementary School ($2,619,677) – $10,000,000
8. Department of Engineering – FY 2020 Capital Improvement Plan Streets and Bridges Category: Grant Funded Projects ($13,782,508)
H. Appropriations

1. Department of Development – Southeast Community Redevelopment Initiatives – $500,000

ACTION: A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $500,000 FOR SOUTHEAST COMMUNITY REDEVELOPMENT INITIATIVES.

BACKGROUND: • An appropriation of $500,000 is being requested to support ongoing redevelopment initiatives in the Southeast Community, including strategic property acquisitions and infrastructure investments.

• Funding for these ongoing initiatives, which benefit the Southeast Community, were anticipated in the approved FY 2020 Bond Authorization.

• Specifically, the funds are to be appropriated from the Community Development category of the FY 2020 Bond Fund Authorization.

• The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Memo to HCC re Southeast Community Redevelopment Approp 10.16.19
sdm17053 Appropriation re Southeast Community Redevelopment Initiatives
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

October 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Southeast Community Redevelopment Initiatives Appropriation

An appropriation of $500,000 is being requested to support ongoing redevelopment initiatives in the Southeast Community, including strategic property acquisitions and infrastructure investments. Funding for these ongoing initiatives, which benefit the Southeast Community, were anticipated in the approved FY 2020 Bond Authorization.

I recommend approval.

Cynthia D. Rohlf

CDR:FGK:dep

cc: Lisa J. Cipriano, Director, Department of Budget and Evaluation
    Florence G. Kingston, Director, Department of Development
RESOLUTION NO. _____________

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AN UNISSUED TO SOUTHEAST COMMUNITY REDEVELOPMENT.

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

That it hereby appropriates funds from Bonds Authorized and Unissud to Southeast Community Redevelopment, as follows:

Appropriation From:

Bonds Authorized and Unissed
4104-400-70-700A-579000-000000- 2020-00000-A0000 $ 500,000.00

Appropriation To:

Southeast Community Redevelopment
4104-400-70-700A-579420-000000- 2020-00000-A1909 $ 500,000.00
H. Appropriations


**ACTION:** A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $541,660 FOR PLANNING/DESIGN SERVICES AND CONSTRUCTION COSTS FOR PROPOSED RENOVATIONS TO FACILITY SPACE OCCUPIED BY THE DEPARTMENT OF HUMAN SERVICES (DHS).

**BACKGROUND:**
- The proposed Rouse Tower renovation planning project begins an agency plan to improve the efficient use of building spaces, accommodate program adjacencies, relieve crowding, enhance safety, and foster compliance with client information security guidelines.
- Additionally, a redesigned first floor reception area with an improved layout, client-focused meeting areas, and security features will help create a more welcoming, efficient, and secure environment.
- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
- Memo to HCC re FY20 CIP Rouse Tower Renovation Project Approp 10.16.19
- sdm17055 Appropriation re DHS-FY20 RouseTower Renovation
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

October 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: FY 2020 Department of Human Services Project Appropriation: Rouse Tower Renovations

City Council is requested to approve a resolution appropriating $541,660 from the FY 2020 Bond Authorization in the Public Building category. The requested funds will provide for planning/design and construction costs for proposed renovations to facility space occupied by Newport News Department of Human Services (NNDHS) in Rouse Tower. Rouse Tower is owned by the Economic Development Authority. This project begins an agency plan to renovate Rouse Tower and use our existing building space more efficiently, to reorganize for accommodating future space needs and program adjacencies, and to be compliant with Federal/State guidelines for Information Security and State predetermined space allocations for Virginia Department of Social Service Program activities.

The Newport News Department of Human Services (NNDHS) provides critical mandated services to the citizens of Newport News as well as various prevention services. These services include but are not limited to Adult Protective Services, Child Protective Services, Foster Care and Adoption, Employment Services, Benefit Eligibility Services, and Family Services/Prevention Services. NNDHS's main office is Rouse Tower, 6060 Jefferson Avenue. The majority of the 396 full-time General Fund employees, various community partners, and our grant-funded employees are currently located at Rouse Tower. Currently, NNDHS occupies 10 floors in Rouse Tower.

The funding is available from the FY 2020 Bond Authorization in the Public Buildings category.

I recommend approval.

[Signature]
Cynthia D. Rohlf

CDR:VT:bah

cc: Alan K. Archer, Assistant City Manager
Lisa J. Cipriano, Director, Department of Budget & Evaluation
Venerria Lucas-Thomas, Director, Department of Human Services
RESOLUTION NO. ______________

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED TO ROUSE TOWERS RENOVATIONS.

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 Rouse Towers Renovations, as follows:

Appropriation From:

Bonds Authorized and Unissued
4104-100-70-700G-579000-000000-2020-00000-G0000 $ 541,660.00

Appropriation To:

Rouse Towers Renovations
4104-300-70-700G-579526-000000-2020-00000-G1708 $ 541,660.00
H. Appropriations

3. Newport News Police Department (NNPD) – FY 2020 Bond Authorization, Equipment Category: Upgrade of the 911 Computer Assisted Dispatch (CAD) System, the Police Records Management System (RMS), and the Sheriff's Jail Management System (JMS) – $1,800,000

**ACTION:** A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $1,800,000 FROM THE FY 2020 BOND AUTHORIZATION IN THE EQUIPMENT CATEGORY FOR UPGRADE OF THE 911 COMPUTER ASSISTED DISPATCH (CAD) SYSTEM, THE POLICE RECORDS MANAGEMENT SYSTEM (RMS), AND THE SHERIFF'S JAIL MANAGEMENT SYSTEM (JMS).

**BACKGROUND:**
- The requested funds will provide for the upgrade of the 911 Computer Assisted Dispatch (CAD) System, the Police Records Management System (RMS), and the Sheriff's Jail Management System (JMS) along with supporting hardware.

  - The RMS and JMS systems serve as the primary records repository for both the Police Department and the Sheriff's Office.

  - The proposed upgrades will guarantee the continued viability and support of these critical public safety systems.

  - The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memo to HCC re Police Equipment Upgrades 10.16.19</td>
</tr>
<tr>
<td>sdm17056 FY 2020 CAD/RMS/JMS Upgrade Appropriation</td>
</tr>
</tbody>
</table>
TO: The Honorable City Council

FROM: City Manager

SUBJECT: Police Department Equipment Upgrade Project Appropriation

City Council is requested to approve a resolution appropriating $1,800,000 from the FY 2020 Bond Authorization in the Equipment category. The requested funds will provide for the upgrade of the 911 Computer Assisted Dispatch (CAD) system, the Police Records Management System (RMS), and the Sheriff’s Jail Management System (JMS), along with the supporting hardware. The proposed upgrades will guarantee the continued viability and support of these critical public safety systems.

The RMS and JMS systems serve as the primary records repository for both the Police Department and the Sheriff’s Office. CAD will be upgraded to the latest release to support the upgrade of both systems. The system provides a vital link between national, state, and local agencies. CAD is also used in police, sheriff, and fire vehicles and allows for dispatching function for all three agencies. The project’s projected completion date is June 2021.

I recommend approval.

[Signature]
Cynthia D. Rohlf

cc: Alan K. Archer, Assistant City Manager
    Lisa J. Cipriano, Director, Department of Budget & Evaluation
    Steve R. Drew, Police Chief, Newport News Police Department
RESOLUTION NO. ______________

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED TO CAD/RMS/JMS UPGRADE.

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 CAD/RMS/JMS Upgrade, as follows:

Appropriation From:

| Bonds Authorized and Unissued | 4104-100-70-700E-579000-000000-2020-00000-E0000 | $ 1,800,000.00 |

Appropriation To:

| CAD/RMS/JMS Upgrade | 4104-200-70-700E-570010-000000-2020-00000-E0010 | $ 1,800,000.00 |
H. Appropriations

4. Department of Parks, Recreation, & Tourism – FY 2020 Bond Authorization:
   Improvement Projects – $2,603,300

**ACTION:** A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $2,603,300 FROM THE FY 2020 BOND AUTHORIZATION FOR SELECT IMPROVEMENTS TO PARKS AND RECREATION AREAS.

**BACKGROUND:**
- The projects identified in the FY2020 appropriation request are longstanding park and facility repair and replacement projects, being undertaken to maintain safe access to existing services.

**FISCAL IMPACT:**
- Total appropriation request from the FY2020 Bond is $2,603,300.
  - The projects funded through this request will not increase operating costs.
  - The City Manager recommends approval

**ATTACHMENTS:**
Description
- Memo to HCC re Parks & Rec FY20 CIP Improvements 10.16.19
- sdm17060 Appropriation re FY 2020 Bond Authorization PR&T Improvement Projects
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

October 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: FY 2020 CIP Appropriation – Parks & Recreation Improvements

The Department of Parks, Recreation & Tourism is requesting that City Council approve a resolution appropriating Capital Improvements Project (CIP) funding to accomplish major park and facility repairs and replacement projects. These projects need to be undertaken to address public safety, usability and access issues at various sites. The proposed CIP projects include:

- Removal of aged, unused light poles and non-functioning apparatus from locations that are no longer used for evening sports activities – $54,300.

- Replacement of lights at Huntington Park Tennis Center, as recommended in the 2016 The Sports Lighting Audit. Replacement of this lighting will maintain functionality, the current system is failing and can no longer be repaired – $370,000.

- Replacement of lighting at Sanford Elementary school fields. Currently, Sanford Elementary has a youth baseball field and a soccer field. New lighting will allow for two (2) full size soccer/multi-purpose fields and a smaller practice field, increasing use for youth athletic programs – $383,000.

- Resurface of select tennis courts at Huntington Park Tennis Center; eight (8) courts – $125,000.

- Replacement of the pool cover at Doris Miller Pool. The cover needs to be replaced for safety reasons. The pool has been open 12 years, and the existing pool cover is beyond repair. – $36,000.
• Replacement of a 40-year old irrigation system at the Cardinal Course of Newport News Golf Course at Deer Run. Replacing the existing system will significantly decrease expense and staff time used to make frequent repairs to the existing system, as well as repairing water damage caused by waterline breaks – $950,000.

• Repair of select sections of Constitution Avenue, Stable Road, and a safety pull-off area of Jefferson Avenue along the boundary of Newport News Park – $200,000.

• Replacement of community playgrounds at 29th Street and Oak Street and Municipal Lane mini-parks. The two (2) playgrounds have surpassed their 20-year lifespan – $100,000.

• Replacement of three (3) aged pavilions in Newport News Park. The pavilions, located in picnic area 1, are in poor condition and have surpassed their 50-year lifespan – $220,000.

• Replacement of the wooden bridge in Deer Park. The previous bridge was closed due to safety issues. The bridge provides park visitors access to trails throughout 13 acres of park land – $165,000.

In order to maintain safe access and services, the total funding of $2,603,300 is requested for long-standing parks and facility repairs and replacement projects.

I recommend approval.

[Signature]
Cynthia Rohlf

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

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED TO ATHLETIC FIELD LIGHTING, RECREATION FACILITIES, GOLF COURSE RENOVATION, PARK ROADWAY PAVING AND IMPROVEMENTS AND PARK FACILITIES.

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 Athletic Field Lighting, Recreation Facilities, Golf Course Renovation, Park Roadway Paving and Improvements and Park Facilities, as follows:

Appropriation From:

Bonds Authorized and Unissued
4104-350-70-700F-579000-000000-2020-00000-F0000 $ 2,618,300.00

Appropriation To:

Athletic Field Lighting
4104-350-70-700F-579420-000000-2020-00000-F1408 $ 807,300.00

Recreation Facilities
4104-350-70-700F-579420-000000-2020-00000-F2809 $ 161,000.00

Golf Course Renovation
4104-350-70-700F-579420-000000-2020-00000-F0001 $ 950,000.00
<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park Roadway Paving and Improvements</td>
<td>4104-350-70-700F-579420-000000-2020-00000-F0009</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>Park Facilities</td>
<td>4104-350-70-700F-579420-000000-2020-00000-F2709</td>
<td>$500,000.00</td>
</tr>
</tbody>
</table>
H. Appropriations


**ACTIONS:**

A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $3,104,000 FROM THE FY 2020 BOND AUTHORIZATION PUBLIC BUILDINGS CATEGORY.

**BACKGROUND:**

- The Building Services Division is responsible for the maintenance and repairs of City-owned buildings.

- This appropriation will allow for major renovations and repairs to City-owned buildings, purchase emergency generators, and the fuel tank replacement at City Hall.

- The City Manager recommends approval.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

- Description
  - sdm17058 Appropriation re Public Buildings-Major Renovations and Repairs
  - Memo to HCC re FY20 Approp - Bldg Srvcs Renovations 10.16.19
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

October 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Public Buildings – Major Renovations and Repairs

The Building Services Division is responsible for the maintenance and repairs of City-owned buildings. The Building Services Division maintains a prioritized list of major renovations and repair projects to help replace important building components based on known lifecycles.

City Council is requested to approve a resolution appropriating $3,104,000 from the FY 2020 Bond Authorization Public Buildings category. The funds will be used for the following projects:

- Major renovations and repairs projects: building exterior repairs ($1,100,000), elevator replacements ($600,000), and phase 1 of the Public Safety Building sanitary sewer pipe replacement ($600,000) – $2,300,000
- Emergency generators – $334,000
- City Hall fuel tank replacement project – $470,000

I recommend approval.

Cynthia D. Rohlf

CDR: crp

cc: Ralph L. Clayton, Assistant City Manager
    James R. McElheney, Director, Department of Vehicle & Equipment Services
RESOLUTION NO. ______________

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED TO PUBLIC BUILDINGS RENOVATIONS AND REPAIRS, EMERGENCY GENERATORS AND CITY HALL FUEL TANK REPLACEMENT.

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 Public Buildings Renovations and Repairs, Emergency Generators and City Hall Fuel Tank Replacement, as follows:

Appropriation From:

Bonds Authorized and Unissued
4104-100-70-700G-579000-000000-2020-00000-G0000
$3,104,000.00

Appropriation To:

Public Buildings Renovations and Repairs
4104-250-70-700G-579526-000000-2020-00000-G3009
$2,300,000.00

Emergency Generators
4104-250-70-700G-579401-000000-2020-00000-G2408
$334,000.00

City Hall Fuel Tank Replacement
4104-100-70-700G-579421-000000-2020-00000-G1109
$470,000.00
H. Appropriations

6. Department of Engineering – Citywide Sanitary Sewer Rehabilitation Program – $8,039,000

ACTIONS: A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $8,039,000.00 FROM THE FY 2020 BOND AUTHORIZATION SEWER REHABILITATION CATEGORY FOR THE CITYWIDE SANITARY SEWER REHABILITATION PROGRAM.

BACKGROUND: • The improvements will reduce storm and ground water infiltration into the City’s sanitary sewer system, correct known sanitary sewer defects, and provide reliable sanitary sewer service to project area residents.

• The improvements include replacement of Pump Station 002 at Oak Avenue and 18th Street; Warwick Boulevard and Ridgeway Place; Oak Avenue, Parish Avenue, and Huxley Place Sewer Rehabilitation, Pump Station 49 Force Main re-routing, sewer rehabilitation in PS 004 Basin, citywide upgrade of pump stations for resilience, citywide improvements at pump stations for control and ventilation, and citywide manhole rehabilitation.

• This funding will also address small localized problems and/or emergency repair projects.

• The funding source for the program will be $8,039,000 from the FY2020 Bond Authorization Sewer Rehabilitation Category.

• The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description
Memo to HCC re Citywide Sanitary Sewer Rehab Program 10.16.19
Location Map
sdm17054 Appropriation re Citywide SS Rehabilitation Program
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

October 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Appropriation of Citywide Sanitary Sewer Rehabilitation Program

City Council is requested to approve a resolution appropriating $8,039,000 for the annual Citywide Sanitary Sewer Rehabilitation program. This sanitary sewer program initiative provides City staff the ability to address specific conditions found during field work associated with the Sanitary Sewer Consent Order or subsequent Maintenance, Operations and Management program investigations.

The sanitary sewer infrastructure within the City is aging. Rehabilitation of aging and failing sanitary sewer pipes, manholes, and pump station upgrades is required at various locations in the City. The improvements include replacement of Pump Station 002 at Oak Avenue and 18th Street; Warwick Boulevard and Ridgeway Place Oak Avenue, Parish Avenue, and Huxley Place Sewer Rehabilitation; Pump Station 49 Force Main re-routing; sewer rehabilitation in PS 004 Basin; citywide upgrade of pump stations for resilience; citywide improvements at pump stations for control and ventilation; and citywide manhole rehabilitation. This funding will also address small localized and/or emergency repair projects.

The improvements will reduce storm and ground water infiltration into the City’s sanitary sewer system, correct known sanitary sewer defects, and provide reliable sanitary sewer service to project area residents.

The required budget for this effort is $8,039,000. Funding is available from the FY2020 Bond Authorization Sewer Rehabilitation Category.

I recommend approval.

Cynthia D. Rohlf

CDR:LWC:mjd

Attachment

cc: Everett P. Skipper, Director, Department of Engineering
CITY WIDE PROJECTS:
- PUMP STATION RESILIENCE
- PUMP STATION REHABILITATION
- MANHOLE & SEWER REHABILITATION

- PUMP STATION 49 FORCE MAIN REROUTING
- HUXLEY PLACE SEWER REHABILITATION
- SEWER REHABILITATION IN PS 4 BASIN
- PARISH AVE SEWER REHAB
- OAK AVE SEWER REHABILITATION
- WARWICK BLVD FORCE MAIN
- PUMP STATION 2 REPLACEMENT AT OAK AVENUE & 18TH STREET

CITY OF NEWPORT NEWS, VIRGINIA
CITYWIDE SANITARY SEWER REHABILITATION PROGRAM - FY20
RESOLUTION NO. _______________

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED TO CITYWIDE SANITARY SEWER REHABILITATION PROGRAM.

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

That it hereby appropriates funds from Bonds Authorized and Unissued to Citywide Sanitary Sewer Rehabilitation Program, as follows:

Appropriation From:

Bonds Authorized and Unissued
4104-250-70-700L-579000-000000-2020-00000-L0000  $ 8,039,000.00

Appropriation To:

Citywide Sanitary Sewer Rehabilitation Program
4104-250-70-700L-579420-000000-2020-00000-L4010  $ 8,039,000.00
H. Appropriations

7. Newport News Public Schools (NNPS) - General Obligation Bond Fund: HVAC Replacements for Woodside High School ($7,380,323) and Deer Park Elementary School ($2,619,677) - $10,000,000

**ACTION:** A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $10,000,000 FROM THE GENERAL OBLIGATION BOND FUND TO NEWPORT NEWS PUBLIC SCHOOLS (NNPS) FOR HVAC REPLACEMENTS AT WOODSIDE HIGH SCHOOL AND DEER PARK ELEMENTARY SCHOOL.

**BACKGROUND:**
- The appropriation will fund two HVAC replacement projects: Woodside High School - $7,380,323 and Deer Park Elementary School - $2,619,677.
- This will complete the Schools appropriation for the FY 2020 Capital Improvements Plan.
- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
- Memo to HCC re Schools CIP Approp Request HVAC 10.16.19
- sdm17057 Appropriation re FY20 NNPS Capital
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

October 16, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: FY 2020 Schools CIP Appropriation – HVAC Replacements

Through this action, City Council is requested to appropriate $10,000,000 for Newport News Public Schools (NNPS) from General Obligation Bond Funds. The funds will be used for HVAC replacements for Woodside High School ($7,380,323) and Deer Park Elementary School ($2,619,677).

This appropriation will complete the FY 2020 Capital Improvement Plan for Newport News Public Schools.

I recommend approval.

[Signature]

Cynthia D. Rohlf

CDR:GP:ctc

cc: George Parker III, Superintendent, Newport News Public Schools
    Lisa J. Cipriano, Director, Department of Budget & Evaluation
RESOLUTION NO. ______________

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED TO WOODSIDE HIGH SCHOOL HVAC REPLACEMENT AND DEER PARK ELEMENTARY SCHOOL HVAC REPLACEMENT.

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 Woodside High School HVAC Replacement and Deer Park Elementary School HVAC Replacement, as follows:

Appropriation From:

Bonds Authorized and Unissued
4104-650-70-700H-579000-000000-2020-00000-H0000 $ 10,000,000.00

Appropriation To:

Woodside High School HVAC Replacement
4104-650-70-700H-579519-640008-2020-00000-H4002 $ 7,380,323.00

Deer Park Elementary School HVAC Replacement
4104-650-70-700H-579519-640009-2020-00000-H4002 $ 2,619,677.00
H. Appropriations

8. Department of Engineering – FY 2020 Capital Improvement Plan Streets and Bridges Category: Grant Funded Projects ($13,782,508)

ACTION: A REQUEST TO APPROVE A RESOLUTION APPROPRIATING $13,782,508 FROM THE FY 2020 CAPITAL IMPROVEMENT PLAN (CIP) STREETS AND BRIDGES CATEGORY FOR TRANSPORTATION PROJECTS

BACKGROUND: • The City utilizes a number of grant programs to construct and maintain its roadway network.

• Nine projects have received grant funding for FY 2019 and FY 2020, including:
  ○ Campbell Road Reconstruction
  ○ Tech Center Parkway Extension Phase II
  ○ Washington Avenue Streetscape & Pedestrian Improvements
  ○ Citywide Flashing Yellow Arrow Upgrades
  ○ Jefferson Avenue at Pavilion Place Traffic Signal
  ○ Rock Landing Drive at Omni Boulevard Traffic Signal
  ○ Oyster Point Access Improvements – I-64 Ramp Widening
  ○ J. Clyde Morris Boulevard Paving – Warwick Boulevard to CSX
  ○ J. Clyde Morris Boulevard Paving – CSX to Jefferson Avenue

FISCAL IMPACT: • Total funding appropriation for these projects is $13,782,508, which includes $8,782,508 in grant funding and $5,000,000 in City match.

• Funding is available from the Grant Funded and General Obligation Bond line items of the Streets and Bridges category in the FY 2020 Capital Improvement Plan.

• The City Manager recommends approval.

ATTACHMENTS:
Description
CITY OF NEWPORT NEWS
OFFICE OF THE CITY MANAGER

October 16, 2019

TO: The Honorable City Council
FROM: City Manager
SUBJECT: FY 2020 Grant Funded Projects Appropriations

City Council is requested to approve a resolution authorizing the City Manager to execute an agreement between the City and the Virginia Department of Transportation (VDOT) for nine projects listed below. City Council is also requested to approve a resolution appropriating $13,782,508 for nine projects that received grant funding for FY2019 and FY2020.

**Campbell Road Reconstruction**: Reconstruction of Campbell Road will include improvements on the north section from Bland Boulevard to Warwick Boulevard (at Tabbs Lane). Project will construct a storm sewer system, curb and gutter, sidewalk, and raised intersections for traffic calming measures. Funding is through the state Revenue Sharing program that requires a 50% local match from the City. The appropriation request for this project is $6,000,000, which includes $3,000,000 in grant funding and $3,000,000 in City match.

**Tech Center Parkway Extension Phase II (formerly known as Hogan Drive Extension)**: This project includes Tech Center Parkway from Rattley Drive near Venture apartments as well as the new Innovation Parkway connecting from Oyster Point Road at Village Green Parkway to Canon Boulevard. The project is funded through the state Revenue Sharing program that requires a 50% local match from the City. The appropriation request for this project is $2,000,000, which includes $1,000,000 in grant funding and $1,000,000 in City match.

**Washington Avenue Streetscape & Pedestrian Improvements**: The Streetscape and Pedestrian Improvement project will reconstruct the pedestrian accommodations on Washington Avenue from 28th Street to 34th Street. Funding is through the federal Transportation Alternative
program that requires a 20% local match. The appropriation request for this project is $400,000 for grant funding. The $100,000 in local match was appropriated in a previous fiscal year.

**Citywide Flashing Yellow Arrow Upgrades:** The Citywide Flashing Yellow Arrow Upgrade project is funded through the federal Highway Safety Improvement Program (HSIP) and will replace existing five-section signal displays with “flashing yellow arrow” four-section signal displays at 41 signalized intersections. The HSIP program does not require a local match. The appropriation request for this project is $775,750. Project requires a resolution authorizing the City Manager to execute an agreement between the City and VDOT.

**Jefferson Avenue at Pavilion Place Traffic Signal:** Project will install a mast arm traffic signal at the intersection of Jefferson Avenue and Pavilion Place. Accessible Pedestrian Signals (APS), Emergency Vehicle Preemption Equipment, and Video Detection will be included. Funding is through the federal Highway Safety Improvement Program (HISP). The HSIP program does not require a local match. The appropriation request for this project is $645,000. Project requires a resolution authorizing the City Manager to execute an agreement between the City and VDOT.

**Rock Landing Drive at Omni Boulevard Traffic Signal:** A mast arm traffic signal and appropriate turn-lanes will be installed at the intersection of Rock Landing Drive and Omni Boulevard. This project will include Accessible Pedestrian Signals (APS), Emergency Vehicle Preemption Equipment, and Video Detection. Funding is through the federal Highway Safety Improvement Program (HISP). The HSIP program does not require a local match. The appropriation request for this project is $1,095,000. Project requires a resolution authorizing the City Manager to execute an agreement between the City and VDOT.

**Oyster Point Access Improvements – I-64 Ramp Widening:** The Ramp Widening project will widen the J. Clyde Morris Boulevard (Route 17) on-ramp and the Oyster Point Road (Route 171) on-ramp towards I-64 East. Project will be administered by the Virginia Department of Transportation (VDOT). Funding is through the state Revenue Sharing program that requires a 50% local match from the City. The appropriation request for this project is $2,000,000, which includes $1,000,000 in grant funding and $1,000,000 in City match.
The Honorable City Council
Page 3
FY20 Grant Funded Projects Appropriations
October 16, 2019

J. Clyde Morris Boulevard Paving – Warwick Boulevard to CSX: Project will resurface J. Clyde Morris Boulevard from Warwick Boulevard to CSX. The resurfacing project is funded through State of Good Repair (SGR). The SGR program does not require a local match and the appropriation request for this project is $433,379. Project requires a resolution authorizing the City Manager to execute an agreement between the City and VDOT.

J. Clyde Morris Boulevard Paving – CSX to Jefferson Avenue: Project will resurface J. Clyde Morris Boulevard from CSX to Jefferson Avenue. The resurfacing project is funded through State of Good Repair (SGR). The SGR program does not require a local match. The appropriation request for this project is $433,379. Project requires a resolution authorizing the City Manager to execute an agreement between the City and VDOT.

I recommend approval.

_________________________________
Cynthia D. Rohlf

CDR:BJP:wjr

Attachment

cc: Everett P. Skipper, Director, Department of Engineering
RESOLUTION NO. ______________

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED, FEDERAL REVENUE AND STATE REVENUE TO CAMPBELL ROAD RECONSTRUCTION UPC 105625, TECH CENTER PARKWAY EXTENSION PHASE II (FORMERLY HOGAN DRIVE EXTENSION) UPC 108722, WASHINGTON AVENUE STREETCAPE AND PEDESTRIAN IMPROVEMENTS UPC 109059, CITYWIDE FLASHING YELLOW ARROW UPGRADES UPC111034, JEFFERSON AVENUE AT PAVILION PLACE TRAFFIC SIGNAL UPC 111035, ROCK LANDING DRIVE AT OMNI BOULEVARD TRAFFIC SIGNAL UPC 111065, OYSTER POINT ACCESS IMPROVEMENTS - I-64 RAMP WIDENING UPC 113259, J. CLYDE MORRIS BOULEVARD PVAVING - WARWICK BOULEVARD TO CSX UPC 115732 AND J. CLYDE MORRIS BOULEVARD PVAVING - CSX TO JEFFERSON AVENUE UPC 115368.

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

That it hereby appropriates funds from Bonds Authorized and Unissued, Federal Revenue and State Revenue to Campbell Road Reconstruction UPC 105625, Tech Center Parkway Extension Phase II (Formerly Hogan Drive Extension) UPC 108722, Washington Avenue Streetcape and Pedestrian Improvements UPC 109059, Citywide Flashing Yellow Arrow Upgrades UPC111034, Jefferson Avenue at Pavilion Place Traffic Signal UPC 111035, Rock Landing Drive at Omni Boulevard Traffic Signal UPC 111065, Oyster Point Access Improvements - I-64 Ramp Widening UPC 113259, J. Clyde Morris Boulevard Paving - Warwick Boulevard to CSX UPC 115732 and J. Clyde Morris Boulevard Paving - CSX to Jefferson Avenue UPC 115368, as follows:

Appropriation From:

Bonds Authorized and Unissued
4104-250-70-700J-579000-000000-2020-00000-J0000 $ 5,000,000.00

Federal Revenue
4300-000-00-0000-483000-000000-0000-00000-00000 $ 2,915,750.00

State Revenue
4300-000-00-0000-482000-000000-0000-00000-00000 $ 5,866,758.00
Appropriation To:

Campbell Road Reconstruction
UPC 105625
4104-250-70-700J-579420-000000-2020-00000-J3040 $ 3,000,000.00
4300-250-70-700J-579420-000000-0000-J3040-J3040 $ 3,000,000.00

Tech Center Parkway Extension Phase II (formerly known as Hogan Drive Extension) UPC 108722
4104-250-70-700A-579420-108722-2020-00000-A6427 $ 1,000,000.00
4300-250-70-700A-579420-108722-0000-A6427-A6427 $ 1,000,000.00

Washington Avenue Streetscape and Pedestrian Improvements UPC 109059
4300-250-70-700J-579420-000000-0000-J3052-J3052 $ 400,000.00

Citywide Flashing Yellow Arrow Upgrades UPC 111034
4300-250-70-700J-579420-000000-0000-J3061-J3061 $ 775,750.00

Jefferson Avenue at Pavilion Place Traffic Signal UPC 111035
4300-250-70-700J-579420-000000-0000-J3059-J3059 $ 645,000.00

Rock Landing Drive at Omni Boulevard Traffic Signal UPC 111065
4300-250-70-700J-579420-000000-0000-J3060-J3060 $ 1,095,000.00

Oyster Point Access Improvements - I-64 Ramp Widening UPC 113259
4104-250-70-700J-579420-000000-2020-00000-J3058 $ 1,000,000.00
4300-250-70-700J-579420-000000-0000-J3058-J3058 $ 1,000,000.00
J. Clyde Morris Boulevard Paving -
Warwick Boulevard to CSX UPC 115732
4300-250-70-700J-579420-000000-
0000-J3062-J3062 $ 433,379.00

J. Clyde Morris Boulevard Paving -
CSX to Jefferson Avenue UPC 115368
4300-250-70-700J-579420-000000-
0000-J3063-J3063 $ 433,379.00
*I. Citizen Comments on Matters Germene to the Business of City Council

J. Old Business, New Business and Councilmember Comments

City Manager
City Attorney
City Clerk

Scott
Vick
Woodbury
Cherry
Harris
Jenkins
Price

K. Adjourn

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