

# Agenda

City Council Regular Meeting  
Denbigh Community Center  
15198 Warwick Blvd  
Tuesday, December 12, 2023, 7:00 PM



	Page
<b>A. Call to Order</b>	
<b>B. Invocation</b>	
<b>C. Pledge of Allegiance to the Flag of the United States of America</b>	
<b>D. Presentations</b>	
<b>E. Public Hearings</b>	
1. A Resolution Authorizing and Directing the City Manager to Execute a First Amendment to Land Lease Between the City of Newport News, Virginia, and Cellco Partnership d/b/a Verizon Wireless for the Use of a Portion of Real Property Located at 185 Enterprise Drive for Maintenance and Installation of Communications Equipment on a Transmission Pole <a href="#">Agenda Item #23-185 - Pdf</a>	4 - 11
2. Ordinance Authorizing and Directing the City Manager to Execute Amendment No. 29 to the Deed of Lease By and Between the City of Newport News, Virginia and Huntington Ingalls Incorporated for a Portion of City-Owned Property Located at 4600 Huntington Avenue <a href="#">Agenda Item #23-183 - Pdf</a>	12 - 17
3. Ordinance Authorizing and Directing the City Manager to Execute a Deed of Lease By and Between the City of Newport News, Virginia and James River Fishing Pier, Inc. for 7601 River Road and the James River Fishing Pier <a href="#">Agenda Item #23-182 - Pdf</a>	18 - 50
<b>F. Consent Agenda</b>	
1. Minutes of the Work Session of November 28, 2023 <a href="#">City Council Work Session - Nov 28 2023 - Minutes - Pdf</a> <a href="#">Closed Meeting - Nov 28 2023 - Minutes - Pdf</a>	51 - 185
2. Minutes of the Regular Meeting of November 28, 2023 <a href="#">City Council Regular Meeting - Nov 28 2023 - Minutes - Pdf</a>	186 - 203
<b>G. Other City Council Actions</b>	
1. Receipt of Bids for an Easement Across City-Owned Property Located at 1001 Baptist Road in York County, Virginia <a href="#">Agenda Item #23-178 - Pdf</a>	204 - 214

- |    |  |           |
|----|--|-----------|
| 2. | Resolution Authorizing and Directing the City Manager to Execute a License Agreement By and Between the City of Newport News, Virginia, and the Bethea Family Foundation, Inc. for a Facility Located at 429 Thorncliff Drive<br><a href="#">Agenda Item #23-121 - Pdf</a>   | 215 - 233 |
| 3. | Resolution Authorizing and Directing the City Manager to Execute an Agreement of Lease By and Between the Economic Development Authority of the City of Newport News, Virginia and the City of Newport News, Virginia for the 75,708-Square-Foot Building and Real Property Located at 13785 Warwick Boulevard in Support of the North Police Precinct and Newport News Police Training Academy<br><a href="#">Agenda Item #23-184 - Pdf</a> | 234 - 254 |
| 4. | Resolution to Approve and Adopt the Newport News City Council Handbook<br><a href="#">Agenda Item #23-186 - Pdf</a>  | 255 - 301 |

## **H. Appropriations**

- |    |   |           |
|----|---|-----------|
| 1. | Newport News Commonwealth's Attorney's Office – Asset Forfeiture Request: Victim Services Unit Community Outreach Events – \$10,000<br><a href="#">Agenda Item #23-180 - Pdf</a>                | 302 - 304 |
| 2. | Newport News Fire Department – Community Project Funding/Congressionally Directed Spending – \$650,000<br><a href="#">Agenda Item #23-179 - Pdf</a>   | 305 - 310 |
| 3. | Department of Engineering – Fiscal Year 2024 Bond Authorization, Stormwater Drainage Category: Citywide Stormwater Drainage Projects – \$6,000,000<br><a href="#">Agenda Item #23-169 - Pdf</a> | 311 - 316 |

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

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

1. City Manager
2. City Attorney
3. City Clerk
4. Vick
5. Woodbury
6. Eley
7. Harris
8. Long
9. Bethany
10. Jones



## **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."

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**Agenda Item Summary**

City Council Regular Meeting  
December 12, 2023







**SECTION:** Public Hearings

**ITEM:** A Resolution Authorizing and Directing the City Manager to Execute a First Amendment to Land Lease Between the City of Newport News, Virginia, and Cellco Partnership d/b/a Verizon Wireless for the Use of a Portion of Real Property Located at 185 Enterprise Drive for Maintenance and Installation of Communications Equipment on a Transmission Pole

**DEPARTMENT:** Development

**STRATEGIC PRIORITIES ALIGNMENT:**

						
Health, Safety & Well-being	Education & Learning	Opportunity & Economic Prosperity	Fun, Entertainment & Culture	Welcoming Communities & Connected Neighborhoods	Quality Government & Innovation	Environmental Stewardship & Sustainability

**ACTION:**

A Request to Approve a Resolution Authorizing and Directing the City Manager to Execute a First Amendment to Land Lease Between the City of Newport News, Virginia and Cellco Partnership d/b/a Verizon Wireless for the Use of a Portion of Real Property Located at 185 Enterprise Drive for Maintenance and Installation of Communications Equipment on a Transmission Pole.

**BACKGROUND INFORMATION:**

The proposed First Amendment to Land Lease continues the use of space by Cellco Partnership, d/b/a Verizon Wireless, on the Virginia Electric and Power Company (VEPCO)-owned transmission pole at 185 Enterprise Drive (formerly a portion of 161 Picketts Line).

The proposed terms and pricing have been negotiated by the City Attorney’s Office and the City’s cell tower management consultant. The First Amendment will extend the lease for a five-year period, effective as of June 1, 2023, through May 31, 2028. Rent will begin at \$11,824.60 per year and will continue to be increased annually by an amount equal to three percent (3%) of the rent for the prior year. All other terms and conditions of the original lease shall remain in full force and effect.

**FISCAL IMPACT SUMMARY:**

The proposed Amendment will extend the lease for a five-year period through May 31, 2028. Rent will begin at \$11,824.60 for year one, with a three percent (3%) annual escalation thereafter.

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval.

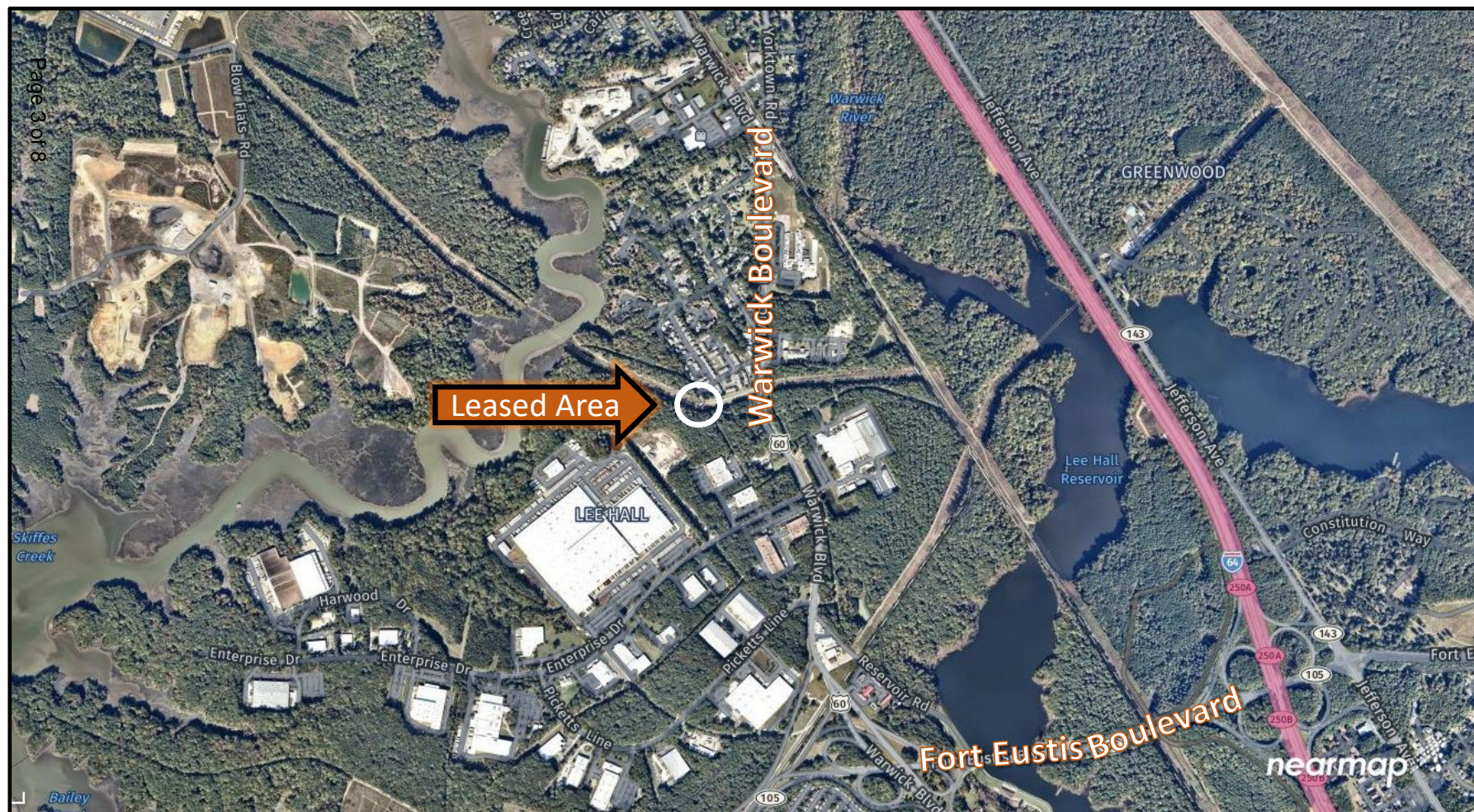
**ATTACHMENTS:**

[Land Lease Area- 185 Enterprise Drive – 12-12-2023 – Aerials](#)

[First Amendment to Land Lease \(185 Enterprise Drive\) – Cellco d/b/a Verizon – 12-12-2023 – Ordinance](#)



## Page 3 of 8





## First Amendment to Land Lease with Verizon Wireless at 185 Enterprise Drive



rag5188

**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 FIRST AMENDMENT TO LAND LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS, DATED THE 1<sup>ST</sup> DAY OF JUNE, 2023.

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 First Amendment to Land Lease by and between the City of Newport News, Virginia, and Cellco Partnership d/b/a Verizon Wireless, dated the 1<sup>st</sup> day of June, 2023.
2. That a copy of the said First Amendment to Land Lease is attached hereto and made a part hereof.



Lessee Site Name: Boxwood  
Lessee MDG Location: 5000115561

### FIRST AMENDMENT TO LAND LEASE

This First Amendment to Land Lease (this "Amendment"), effective the 1<sup>st</sup> day of June, 2023, is by and between the **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation in the Commonwealth of Virginia, hereinafter "Lessor", and **CELLCO PARTNERSHIP d/b/a Verizon Wireless**, a Delaware general partnership, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (Telephone number: 866-862-4404), hereinafter "Lessee".

**WHEREAS**, Lessor and Lessee entered into a Land Lease dated November 28, 2017 (the "Lease"), whereby Lessee leased from Lessor a portion of that certain parcel at or near 185 Enterprise Drive (formerly a portion of 161 Picketts Line), Newport News, Virginia ("Lessor's Property") as more fully described in the Lease; and

**WHEREAS**, the Term of the Lease expired on May 31, 2023, and Lessor and Lessee desire to amend the Lease to extend Lessee's presence at the Premises.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. **Ratification and Term Extension.** Lessor and Lessee hereby restate, ratify and incorporate the Lease as if set forth herein in full, and agree to renew the Lease for a term commencing on June 1, 2023 and expiring on May 31, 2028, which is five (5) years from the rent increase commencement date set forth herein.
2. **Rent.** Commencing June 1, 2023, the current rent paid to the Lessor by Lessee shall be increased by 3% to \$11,824.60 annually. Thereafter, the annual rent shall increase in accordance with the terms of the Lease.
3. **One-Time Renewal Fee.** Lessee shall pay Lessor a one-time renewal fee of \$2,500.00 due at time of signing which shall be considered as additional rent.
4. **Execution.** Lessor and Lessee each hereby warrant to the other that the person executing this Amendment on behalf of the warranting party has the full right, power, and authority to enter and execute this Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
5. **Notice. Paragraph 19 of the Lease is hereby amended to include a Lessee "Copy to" address as follows:**

**"To the Lessee:**

Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

With a Copy to:      Basking Ridge Mail Hub  
                                 Attn: Legal Intake  
                                 One Verizon Way  
                                 Basking Ridge, NJ 07920

6.    **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect as to all other terms and conditions. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
7.    **Entire Agreement and Enforceability.** The Lease and this Amendment contain all agreements, promises or understandings between Lessor and Lessee, and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation, or modification to the Lease and/or this Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Lease and/or this Amendment is found to be invalid, or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Lease and/or this Amendment.

*(SIGNATURE PAGE FOLLOWS)*



IN WITNESS WHEREOF, the parties hereby set forth their hand and seal.

Lessor:

**CITY OF NEWPORT NEWS, VIRGINIA**

Attest:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Alan K. Archer, Acting City Manager

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Lessee:

**CELLCO PARTNERSHIP  
D/B/A VERIZON WIRELESS**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agenda Item Summary**

City Council Regular Meeting  
December 12, 2023



**SECTION:** Public Hearings


**ITEM:** Ordinance Authorizing and Directing the City Manager to Execute Amendment No. 29 to the Deed of Lease By and Between the City of Newport News, Virginia and Huntington Ingalls Incorporated for a Portion of City-Owned Property Located at 4600 Huntington Avenue

**DEPARTMENT:** Development


**STRATEGIC PRIORITIES ALIGNMENT:**




Health, Safety & Well-being



Education & Learning




Opportunity & Economic Prosperity



Fun, Entertainment & Culture



Welcoming Communities & Connected Neighborhoods



Quality Government & Innovation



Environmental Stewardship & Sustainability

**ACTION:**

A Request to Adopt an Ordinance Authorizing and Directing the City Manager to Execute Amendment No. 29 to the Deed of Lease By and Between the City of Newport News, Virginia and Huntington Ingalls Incorporated for a Portion of City-Owned Property Located at 4600 Huntington Avenue for Parking Purposes.

**BACKGROUND INFORMATION:**

The City has leased to Huntington Ingalls Incorporated (HII), and its predecessors, the area known as the Jackson School Parking Site at 4600 Huntington Avenue for many years. The current lease is set to expire December 31, 2023.

In order to accommodate its ongoing parking needs, HII wishes to extend the term of its lease for an additional one-year period commencing on January 1, 2024, and terminating on December 31, 2024. The lease extension incorporates an adjustment of three percent (3%) above the current rental rate, raising the annual rate to \$188,525.74.

**FISCAL IMPACT SUMMARY:**

The three percent (3%) annual adjustment included in the one-year lease extension represents a \$5,491.04 increase above the previous rental rate of \$183,034.70, raising the annual rate to \$188,525.74.

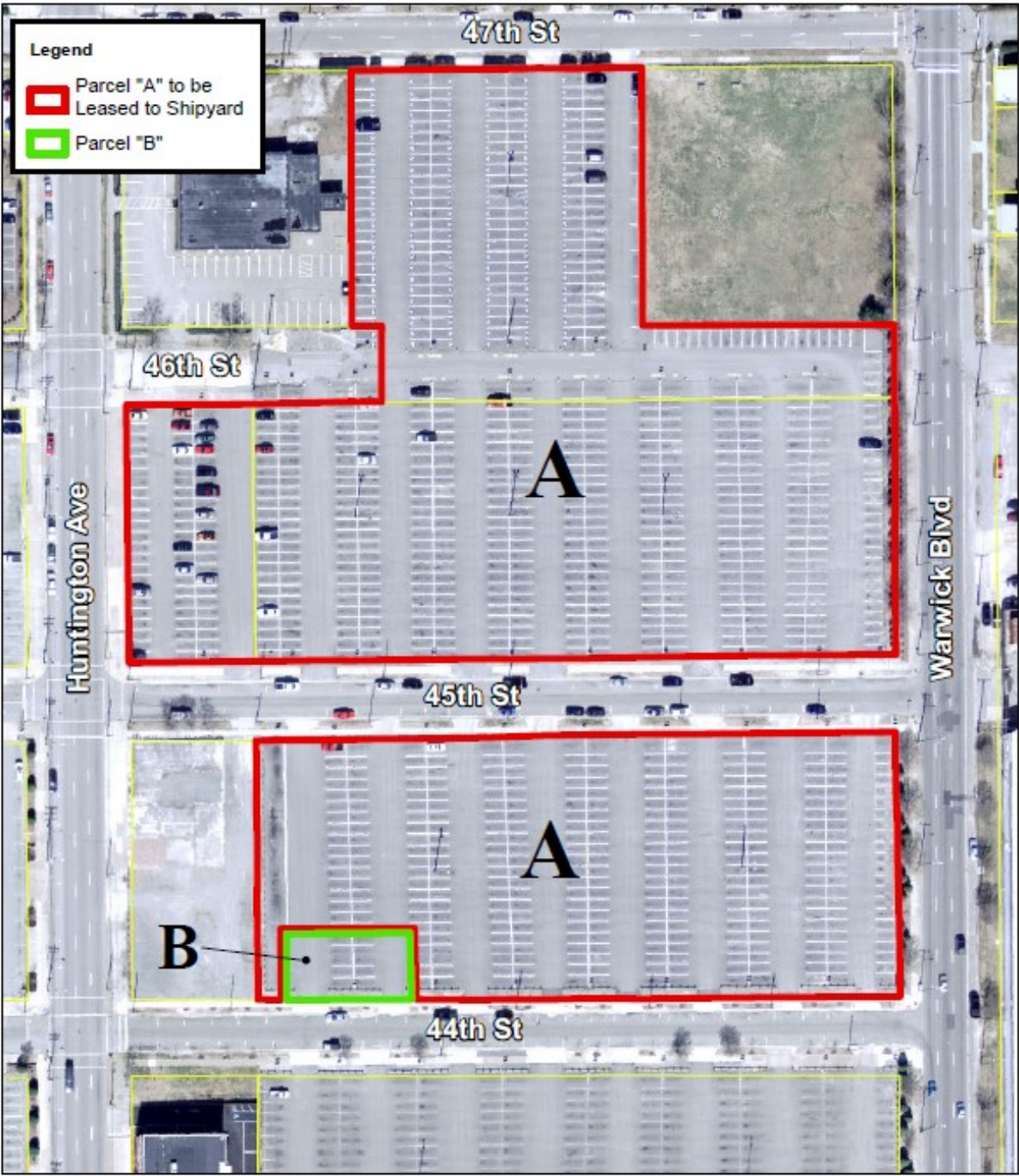
**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval.

**ATTACHMENTS:**

[Jackson School Site – 12-12-2023 – Parking Site Map](#)

[Amendment No. 29 to Lease-Jackson School Site – Huntington Ingalls Inc – 12-12-2023 – Ordinance](#)



**Jackson School Site Property Leased  
for Parking Purposes**



rag5172

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN AMENDMENT NO. 29, DATED THE 12<sup>TH</sup> DAY OF DECEMBER, 2023, TO A LEASE FOR A PORTION OF THE FORMER JACKSON SCHOOL SITE, BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND HUNTINGTON INGALLS INCORPORATED, F/K/A NEWPORT NEWS SHIPBUILDING AND DRYDOCK COMPANY.

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

- 1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Amendment No. 29, dated the 12th day of December, 2023, to a Lease for a portion of the former Jackson School Site, by and between the City of Newport News, Virginia, and Huntington Ingalls Incorporated, f/k/a Newport News Shipbuilding and Dry Dock Company.
- 2. That a copy of the said Amendment is attached hereto and made a part hereof.

**AMENDMENT NO. 29**

**THIS AMENDMENT NO. 29**, dated December 12, 2023, is made to that certain Lease dated December 13, 1994 (the “Lease”), by and between **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, hereinafter called “City” and **HUNTINGTON INGALLS INCORPORATED, f/k/a NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY**, hereinafter called “Lessee.”

**WHEREAS**, the parties to this Amendment No. 29 have heretofore entered into the Lease for a portion of the former Jackson School site; and

**WHEREAS**, the parties desire to extend the term of the said Lease for one year and to increase the amount of the rent.

**NOW, THEREFORE**, it is understood and agreed by the parties hereto that the Lease shall be amended as follows:

1. The term of the Lease between the parties for a portion of the former Jackson School site, dated December 13, 1994, and previously extended and amended by Amendments Nos. 1 through 28 to said Lease, is hereby extended for one year which will commence on January 1, 2024.
2. Effective January 1, 2024, the Lessee shall pay to the City for the use and occupancy of the leased premises an annual rent of One Hundred Eighty-Eight Thousand Five Hundred Twenty-Five and 74/100 Dollars (\$188,525.74).
3. All other terms and conditions of said Lease, except as herein specifically amended, shall remain in full force and effect.

WITNESS the following signatures and seals:

CITY OF NEWPORT NEWS, VIRGINIA

By: \_\_\_\_\_  
Alan K. Archer  
Acting City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

HUNTINGTON INGALLS  
INCORPORATED, f/k/a NEWPORT  
NEWS SHIPBUILDING AND DRY  
DOCK COMPANY

By: \_\_\_\_\_  
Its President/Vice President

rag5173

**Agenda Item Summary**

City Council Regular Meeting  
December 12, 2023



**SECTION:** Public Hearings

**ITEM:** Ordinance Authorizing and Directing the City Manager to Execute a Deed of Lease By and Between the City of Newport News, Virginia and James River Fishing Pier, Inc. for 7601 River Road and the James River Fishing Pier

**DEPARTMENT:** Development

**STRATEGIC PRIORITIES ALIGNMENT:**



Health, Safety & Well-being



Education & Learning



Opportunity & Economic Prosperity



Fun, Entertainment & Culture



Welcoming Communities & Connected Neighborhoods



Quality Government & Innovation



Environmental Stewardship & Sustainability

**ACTION:**

A Request to Adopt an Ordinance Authorizing and Directing the City Manager to Execute a Deed of Lease By and Between the City of Newport News, Virginia and James River Fishing Pier, Inc. for 7601 River Road and the James River Fishing Pier.

**BACKGROUND INFORMATION:**

Following a solicitation for proposals for the lease of 7601 River Road, to include the approximately 4,000 square foot full-service restaurant, as well as the James River Fishing Pier, the City has worked with James River Fishing Pier, Inc. (JRFP) to negotiate a new five-year agreement for its lease and operation of the restaurant and pier. Under the new lease, JRFP will continue its operation of the pier, as well as the Crab Shack on the James restaurant.

JRFP has agreed to pay \$36,000 annually as Fixed Rent, and 8.5% of all gross receipts generated by the restaurant and fishing pier as Additional Rent. In addition, the Deed of Lease provides for a \$300,000 Tenant Improvement Allowance, which will be utilized by the tenant to install roll-down doors and expand outdoor seating, improving the building and the experience for customers. The term of the lease will be for 5 years, beginning January 1, 2024, and ending December 31, 2028.

**FISCAL IMPACT SUMMARY:**

The Deed of Lease with JRFP provides for a 5-year term beginning January 1, 2024. JRFP will



pay \$36,000 annually to the City as Fixed Rent and 8.5% of all gross receipts generated as Additional Rent. A \$300,000 Tenant Improvement Allowance will be provided to JRFP to complete agreed upon building improvements.

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval.

**ATTACHMENTS:**

[Lease of James River Fishing Pier – 12-12-2023 – Aerial](#)

[Lease to James River Fishing Pier Inc – 12-12-2023 – Ordinance](#)

## Lease of James River Fishing Pier



Page 3 of 33

rag5193

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND JAMES RIVER FISHING PIER, INC., DATED THE 12<sup>TH</sup> DAY OF DECEMBER, 2023.

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

- 1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Deed of Lease by and between the City of Newport News, Virginia, and James River Fishing Pier, Inc., dated the 12<sup>th</sup> day of December, 2023.
- 2. That a copy of the said Deed of Lease is attached hereto and made a part hereof.

DEED OF LEASE

BETWEEN

**CITY OF NEWPORT NEWS, VIRGINIA,**  
Landlord

AND

**JAMES RIVER FISHING PIER, INC.**  
Tenant

Dated: December 12, 2023.

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For Premises Located At:

James River Bridge, Route 17  
7601 River Road  
Newport News, Virginia 23607

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1: GENERAL LEASE CONSIDERATIONS.....	1
ARTICLE 2: DEFINITIONS .....	1
ARTICLE 3: THE PREMISES .....	4
ARTICLE 4: TERM .....	5
ARTICLE 5: RENT .....	5
ARTICLE 6: FINANCIAL STATEMENTS.....	6
ARTICLE 7: TAXES .....	6
ARTICLE 8: PARKING.....	7
ARTICLE 9: USE.....	7
ARTICLE 10: ASSIGNMENT AND SUBLETTING .....	7
ARTICLE 11: MAINTENANCE AND REPAIR .....	8
ARTICLE 12: ALTERATIONS.....	9
ARTICLE 13: SIGNS.....	10
ARTICLE 14: TENANT'S EQUIPMENT AND PROPERTY .....	10
ARTICLE 15: RIGHT OF ENTRY.....	11
ARTICLE 16: INSURANCE .....	11
ARTICLE 17: SERVICES AND UTILITIES.....	12
ARTICLE 18: LIABILITY OF LANDLORD .....	12
ARTICLE 19: DAMAGE; CONDEMNATION .....	13
ARTICLE 20: DEFAULT .....	14

ARTICLE 21: SURRENDER; HOLDING OVER ..... 16

ARTICLE 22: QUIET ENJOYMENT ..... 16

ARTICLE 23: TENANT'S COVENANTS RE: HAZARDOUS MATERIALS ..... 17

ARTICLE 24: MISCELLANEOUS ..... 18

ARTICLE 25: SPECIAL PROVISIONS..... 20

LIST OF EXHIBITS

- Exhibit A      Exhibit Showing The Premises - Not to Scale
- Exhibit B      Exhibit Showing Additional Parking Areas

## DEED OF LEASE

**THIS DEED OF LEASE** ("Lease"), dated the 12<sup>th</sup> day of December, 2023 ("Date of Lease"), is by and between the **CITY OF NEWPORT NEWS, VIRGINIA** ("Landlord"), a municipal corporation in the Commonwealth of Virginia, and **JAMES RIVER FISHING PIER, INC.**, a Virginia corporation ("Tenant").

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

### ARTICLE 1: GENERAL LEASE CONSIDERATIONS

Landlord, City of Newport News, Virginia, a municipal corporation in the Commonwealth of Virginia, is the fee simple owner of a tract of land and section of bridge located on the north side of the southern approach to the James River Bridge and fronting on a body of water commonly known as the James River. This tract of land and bridge was deeded to Landlord by the Commonwealth of Virginia after the construction of the new James River Bridge in 1975. The old James River Bridge site is considered by Landlord as a valuable resource, not only because of its frontage on one of the world's greatest rivers, but because it is the westerly entrance to Newport News, Virginia. The restaurant facility and the James River Fishing pier have provided a critical quality of life amenity to Newport News residents and visitors through the provision of both a waterfront seafood restaurant and recreational fishing/crabbing at the pier, and through this Lease, Landlord desires to continue the provision of this resource and amenity.

### ARTICLE 2: DEFINITIONS

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

2.1 Additional Rent. 8.5% of all gross receipts from all operations on the Premises.

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

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

2.4 Assignment. A transfer of this Deed of Lease by Tenant to a third party during a term thereof. For purposes of this Deed of Lease, a transfer at any one time or from time to time of fifty percent (50%) or more of an interest in Tenant (whether stock, partnership interest or other form of ownership or control) by any person(s) or entity(ies) having an interest in ownership or control of Tenant at the Date of Lease shall be deemed to be an assignment of this Lease, except that the transfer of such an interest from an existing owner of Tenant to another existing owner of Tenant shall not be deemed an assignment.

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

2.6 Calendar Quarter. A period of three (3) months. The three month period from January through March of each Calendar Year shall constitute the first calendar quarter; April through June the second calendar quarter; July through September the third calendar quarter; and October through December the fourth and last calendar quarter of each Calendar Year.

2.7 City Manager. The City Manager for the City of Newport News, Virginia or their designee.

2.8 Commencement Date. January 1, 2024.

2.9 Expiration Date. December 31, 2028.

2.10 Event of Default. As defined in Article 10, 16, and 20, as well as any intentional violation of any provision of this Lease.

2.11 Fixed Rent. The Fixed Rent shall be THIRTY SIX THOUSAND AND 00/100 DOLLARS (\$36,000) per year.

2.12 Gross receipts. The term "gross receipts" includes all receipts (revenue) generated from operations on the Premises without any deductions. Sales taxes collected and held in trust by Tenant on behalf of the City of Newport News and the Commonwealth of Virginia are not included within the definition of "gross receipts."

2.13 Herein, hereafter, hereunder and hereof. These four terms refer to this Deed of Lease, including, without limitation, all exhibits, riders and amendments.

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

2.15 Improvements. The old James River Bridge and all other improvements located on the Premises and all alterations, additions, restorations or replacements now or hereafter made thereto.



2.16 Interest Rate. Ten percent (10%) annually from the first day following the date an amount is due.

2.17 Landlord. Includes the named Landlord as well as any Agent of Landlord.

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

2.19 Late Payment Charge. A one-time charge of 10% of each delinquent payment for rent, fees or other charges, but not including taxes which are subject to a delinquent payment charge.

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

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

2.22 Mortgage. Any mortgage, deed of trust, security interest financing statement, lien, encumbrance or other similar security interest or financing vehicle or title retention interest affecting the Premises of the Improvements.

2.23 Parking Facilities. All parking areas now or hereafter required by Landlord, or made available or used by Tenant, including, without limitation, open-air parking, and parking areas under or within a structure, whether reserved, exclusive, non-exclusive or otherwise.

2.24 Permitted Use. Sale of fishing tackle and fishing supplies; sale of prepared and prepackaged food and beverages; rental of fishing supplies and equipment; sale of fishing pier permits; operation of a restaurant and fishing pier concession; and other sales and rentals related to the fishing and food service functions; and for no other purpose. Mooring of vessels at the premises is strictly prohibited unless first approved by the City Manager in writing.

2.25 Premises. Land owned by Landlord designated as the old James River Bridge site located on the north side of the southern approach to the James River Bridge and fronting on a body of water commonly known as the James River including all Improvements thereon, as shown on Exhibit A attached hereto and made a part hereof.

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

2.27 Security Deposit. Not applicable.

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

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

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

2.31 Tenant's Address. Before occupancy: 7601 River Road  
Newport News, Virginia 23607  
After Occupancy: 7601 River Road  
Newport News, Virginia 23607

2.32 Tenant's Trade Names. JAMES RIVER FISHING PIER and CRAB SHACK ON THE JAMES

2.33 Term. 5 years.

### ARTICLE 3: THE PREMISES

3.1 Lease of Premises. In consideration of the agreements contained herein, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for a term of five (5) years (the “Term”), upon the terms and conditions hereinafter provided. The Premises are leased subject to, and Tenant agrees not to violate, all present and future covenants, conditions and restrictions of record which affect the Premises.

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

Tenant's use or occupancy of the Premises.

3.3 Removal, Alteration or Modifications of Improvements. In no event and at no time shall the Tenant have the right to remove, alter or modify any of the Improvements without prior written permission from the City Manager.

#### **ARTICLE 4: TERM**

4.1 The Term shall commence on the Commencement Date and expire at midnight on the Expiration Date.

#### **ARTICLE 5: RENT**

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

5.2 Payment of Fixed Rent. Fixed Rent for each Lease Year shall be payable each calendar quarter in equal installments, in advance, without demand, notice, deduction, offset or counterclaim, on or before the first day of each and every calendar quarter during the Term; provided, however, that the installment of the Fixed Rent payable for the first full calendar quarter of the Term shall be due and payable on January 1, 2024. Tenant shall pay the Fixed Rent and all Additional Rent, by good check or in lawful currency of the United States of America, to Landlord at Landlord's Address, or to such other address or in such other manner as Landlord from time to time specifies by written notice to Tenant. Any payment made by Tenant to Landlord on account of Fixed Rent may be credited by Landlord to the payment of any late charges then due and payable and to any Fixed Rent or Additional Rent then past due before being credited to Fixed Rent currently due.

5.3 Additional Rent. All sums payable by Tenant under this Lease as Additional Rent shall be payable in the amount specified in Article 2.

5.4 Payment of Additional Rent. Additional Rent, if due under the formula specified in Article 2, shall be payable by Tenant to Landlord, without demand, notice, deduction, offset or counterclaim, on or before February 1<sup>st</sup> of each year based upon the gross receipts of the previous calendar year. The first annual Additional Rent payment shall be due on February 1, 2025, based upon the Gross Receipts generated from the Premises during the calendar year 2024.

5.5 Adjustment of Insurance. From time to time during the Term of this Lease, and during any renewal period, the insurance coverage required by this Lease shall be reviewed. The first review shall take place on July 1, 2026, and review thereafter shall take place every three (3) years, on July 1st during the initial Term of the Lease or renewal thereof. The insurance coverage required by this Lease shall be reviewed at each review date, taking into consideration the use of the Premises, the prevailing coverages for like uses within the insurance industry, the Landlord's potential for exposure and the experience associated with the Premises. If it is determined in the sole discretion of the Landlord, that the above considerations warrant an increase in insurance

coverage, Tenant shall forthwith provide such increased coverage. In the event the revised insurance coverage is not agreed to by Tenant within sixty (60) days of the review date, this Lease shall be terminated and the Premises shall be immediately vacated by Tenant.

5.6 Late Payment Charge. Tenant shall pay to Landlord the Late Payment Charge (i) for failure of Tenant to pay the quarterly Fixed Rent installment to Landlord by close of Landlord's business on the 10th day of the first month of each Calendar Quarter, or Landlord's next business day in the event the 10th of the first month of a Calendar Quarter is a weekend or holiday for Landlord, and (ii) for failure to pay the Additional Rent installment to Landlord by the 10th day of February of each year, or Landlord's next business day in the event the 10th day of February is a weekend or holiday for Landlord. The Late Payment Charge shall be immediately due and payable. All unpaid rents and sums due under this Lease, including Late Payment Charges, shall bear interest from the date such sums become due and payable to the date of payment thereof, at the Interest Rate.

#### **ARTICLE 6: FINANCIAL STATEMENTS**

Tenant shall deliver to Landlord Tenant's compiled financial statements for its most recently ended fiscal year within 90 days after the end of Tenant's fiscal year, and interim unaudited financial statements for its most recently ended quarter with 60 days after the end of each calendar quarter. Tenant shall deliver to Landlord Tenant's audited financial statements within 120 days after the end of Tenant's fiscal year that ends during the calendar year 2026. Should this Lease be renewed, the timing for submitting subsequent audited financial statements will be specified in the renewal document. Tenant shall also provide the City Manager with access to Tenant's state and federal tax returns for the operations at the Premises for auditing purposes. It is understood and agreed that Tenant's tax returns are confidential information for the use of Landlord's auditors and shall not be open for public inspection except as required by an order of a court of competent jurisdiction. Landlord shall have the right to inspect and audit Tenant's books during Landlord's business hours upon twenty-four hours' notice to Tenant.

#### **ARTICLE 7: TAXES**

7.1 Tenant's Taxes. Tenant shall pay to Landlord, throughout the Term, Taxes as defined in Article 2.29. In the event that the Commencement Date or the Expiration Date are other than the first day of a Calendar Year, then Tenant's real estate and Leasehold Taxes shall be adjusted to reflect the actual period of occupancy during the Calendar Year. All Tenant's property located at the Premises shall be registered in the City of Newport News, Virginia, for property tax assessment purposes.

7.2 Reports. Tenant shall submit to the Commissioner of the Revenue, on an annual basis, a list of all property which is owned or rented by the Tenant and which was located at the Premises during any part of the previous calendar year.

## **ARTICLE 8: PARKING**

Parking Facilities. Tenant shall provide required Parking Facilities on the Premises and shall maintain the parking facilities in a safe condition for use by pedestrians as well as vehicles, except to the extent Landlord is required to maintain the same pursuant to Section 11.1. Tenant may use the adjacent beach parking area as delineated on Exhibit "B" as overflow parking during Park hours. Tenant may also use such other parking areas in Huntington Park upon prior receipt of a written permit from the City Manager under the conditions stated in such permit. The Parking Facilities, including adjacent parking areas, are intended for use by customers of the fishing pier and restaurant, and to that end, the Parking Facilities and areas shall not be utilized for the storage of boats, trailers or any other type of vehicle, water craft or personal property.

## **ARTICLE 9: USE**

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

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

## **ARTICLE 10: ASSIGNMENT AND SUBLETTING**

10.1 Consent. Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent (or permit a third party to occupy or use) the Premises, or any part thereof, nor shall any assignment or transfer of this Lease or the right of occupancy hereunder be effected by operation of law or otherwise, without the prior written consent of Landlord which shall not be unreasonably withheld or delayed. If Landlord consents to the proposed assignment or subletting, the initial Tenant and any Guarantor shall remain liable under this Lease. Any assignment, encumbrance, or sublease without Landlord's written consent shall be voidable by Landlord and, at Landlord's election, constitute an Event of Default hereunder. Neither the consent by Landlord to any assignment, transfer, encumbrance or subletting nor the collection or acceptance by Landlord of rent from any assignee, subtenant or occupant shall be construed as a waiver or release of the initial Tenant from the terms and conditions of this Lease or relieve Tenant or any subtenant, assignee or other party from obtaining the consent in writing of Landlord to any further assignment, transfer, encumbrance or subletting. Tenant hereby assigns to Landlord the rent and other sums

due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such rent or other sums directly to Landlord; provided, however, that until the occurrence of an Event of Default, Tenant shall have the license to continue collecting such rent and other sums.

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

#### **ARTICLE 11: MAINTENANCE AND REPAIR**

11.1 Landlord's Obligation. Landlord shall be responsible for structural maintenance and repairs to the restaurant building, decks, and fishing pier structure on the Premises, as well as for maintenance and repairs to the light fixtures and handrails on the fishing pier. Landlord shall be responsible for maintenance of the roof of the restaurant building and electrical, mechanical, and plumbing systems servicing the Premises, excluding Tenant-provided business personal property, trade fixtures, and kitchen equipment. Landlord shall be responsible for upkeep and maintenance of the fence adjacent to the Premises. Landlord shall maintain the parking lot serving the Premises, to include snow and ice removal in the parking lot and at the entrance to the park property leading to the parking lot, in accordance with Landlord's standard maintenance practices. Snow and ice removal will be performed in accordance with Landlord's plowing plan for its park property, and not upon demand. Landlord intends to repave and restripe the parking lot serving the Premises during the Term. Landlord shall not be responsible for, nor required to repair, any damage caused by Tenant or Tenant's Agents, contractors or subcontractors to of the Premises. Except as set forth herein, Landlord shall have neither responsibility for nor shall it assume responsibility for any maintenance or repairs to the Premises.

11.2 Tenant's Obligation. Except as set forth in Article 11.1 and herein, Tenant shall, at its own expense, have sole responsibility for maintenance of the Premises and shall keep the Premises in good condition, promptly making all necessary repairs and replacements. Tenant shall repair, at its sole expense, any and all damage caused by Tenant or Tenant's Agents, contractors or subcontractors to the Premises, including equipment within the Improvements or on the Premises, ordinary wear and tear excepted. Tenant shall be responsible for all required pump outs and maintenance of any onsite grease trap servicing the Premises. Tenant shall be responsible for lawn care and trash removal on the Premises. Tenant shall maintain the Premises and the unpaved portion of Route 17 adjacent to the Premises free and clear of weeds, brush, refuse, litter and debris. Tenant shall not be responsible for lawn care for the unpaved area outside of the fence (between the fence and Route 17) adjacent to the Premises. It is also Tenant's responsibility to ensure that no refuse, litter or debris is deposited into the James River from the Premises by the Tenant, Tenant's Agents, guests, permittees and invitees. In the event refuse, litter or debris is so deposited it shall be the Tenant's responsibility to immediately remove same. Notwithstanding the foregoing provisions of this sub-paragraph, Landlord and Tenant agree that the obligation of Tenant for maintenance and repair of the Premises shall not include damage to

the steel beams and underwater pilings which support the bridge structure unless such damage is caused by Tenant or Tenant's Agents.

11.3 Landlord's Right to Maintain or Repair. Landlord shall have the right to enter the Premises to make any and all repairs for which Landlord is responsible pursuant to Article 11.1. If, within 15 days written notice to Tenant, Tenant fails to commence to repair or replace any damage to the Premises, adjacent right-of-way landscaping or Improvements which is Tenant's obligation to perform, and diligently pursue timely completion of such repair and replacement, Landlord may, at its option, cause all required maintenance, repairs or replacements to be made at Tenant's expense. Tenant shall promptly pay Landlord all costs incurred in connection therewith, together with interest thereon at the Interest Rate from the due date until paid.

## ARTICLE 12: ALTERATIONS

12.1 Alterations. Tenant shall not make or permit any Alterations without the prior written consent of Landlord. Landlord may impose any reasonable conditions to its consent, including, without limitation, (i) delivery to Landlord of written and unconditional waivers of mechanic's and materialmen's liens as to the Improvements to the Premises for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the Alterations, (ii) prior approval of the plans and specifications with respect to the Alterations, (iii) if required by Landlord, supervision by Landlord's representative, and (iv) delivery to Landlord of payment and performance bonds naming Landlord as obligee. The Alterations shall conform to the requirements of Landlord, Tenant's insurers, the federal and state governments, and agencies having jurisdiction over the Premises, shall be performed in accordance with the terms and provisions of this Lease in a good and workmanlike manner and shall not adversely affect the value, utility or character of the Premises. If the Alterations are not performed as herein required, Landlord shall have the right, at Landlord's option, to halt any further Alterations, or to require Tenant to perform the Alterations as herein required or to require Tenant to return the Premises to its condition before such Alterations. Subject to Section 12.2 herein, all Alterations and fixtures, whether temporary or permanent in character, made in or upon the Premises either by Tenant or Landlord, will immediately become Landlord's property and, at the end of the Term will remain on the Premises without compensation to Tenant. Notwithstanding the foregoing, if any mechanic's or materialmen's lien is filed against the Improvements to the Premises for work claimed to have been done for, or materials claimed to have been furnished to or for the benefit of, Tenant, such lien shall be discharged of record by Tenant within 45 days by the payment thereof or the filing of any bond required by law. If Tenant shall fail to discharge any such lien, Landlord may (but shall not be obligated to) discharge the same, the cost of which shall be paid by Tenant within three (3) days of demand by Tenant. Such discharge by Landlord shall not be deemed to waive or release the default of Tenant in not discharging the same. Neither Landlord's consent to the Alterations nor anything contained in this Lease shall be deemed to be the agreement or consent of Landlord to subject Landlord's interest in the Premises to any mechanic's or materialmen's liens which may be filed in respect of the Alterations.

12.2 Removal of Alterations. All or any part of the Alterations, whether made with or

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

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

### **ARTICLE 13: SIGNS**

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

### **ARTICLE 14: TENANT'S EQUIPMENT AND PROPERTY**

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

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



#### **ARTICLE 15: RIGHT OF ENTRY**

15.1 Landlord's Right of Entry. Tenant shall permit Landlord or its Agents, upon 24 hours' notice, to enter the Premises, without charge therefor to Landlord and without diminution of Rent, (i) to examine, inspect and protect the Premises, (ii) to make such reasonable alterations and repairs or perform such maintenance which may be deemed necessary or desirable, or (iii) to exhibit the same to prospective tenants during the last eighteen (18) months of the Term or any renewal period.

15.2 Law Enforcement. Tenant agrees to and specifically requests law enforcement personnel to enter upon the Premises at such times as the Premises is closed for the purpose of enforcing all criminal laws or investigating any potential violation of same.

#### **ARTICLE 16: INSURANCE**

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

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

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

16.4 Requirements of Insurance Coverage. All such insurance required to be carried by Tenant herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and approved by the Newport News City Attorney's Office. Such insurance (i) shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss;

(ii) shall name Landlord as an additional insured party; and (iii) shall provide that the policy shall not be canceled, failed to be renewed or materially amended without at least forty-five (45) days prior written notice [fifteen (15) days if due to non-payment of premium] to Landlord. On or before the Commencement Date and, thereafter, not less than thirty (30) days before the expiration date of the insurance policy, an original of the policy (including any renewal or replacement policy) or a certified copy thereof, together with evidence satisfactory to the Newport News City Attorney's Office of the payment of all premiums for such policy, shall be delivered to the Newport News City Attorney's Office for review. Failure to procure and keep continuously in force the required insurance coverage shall constitute an Event of Default.

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

#### **ARTICLE 17: SERVICES AND UTILITIES**

17.1 Utility Services to the Premises. Landlord does not and will not provide any utility services to the Premises. Any utility services desired by Tenant shall be obtained by the Tenant and paid for by the Tenant, but only after written permission from the Landlord is first provided. Tenant shall make provisions, in its name, for heat, water, sewer and electricity during all times that the pier or restaurant is in operation. Only city water and sewer are allowed; wells, septic tanks and alternate sewer disposal systems are not allowed at the Premises unless approved in writing by the City Manager. During non-operational periods, Tenant shall either maintain heat to or winterize the Premises so that no damage is occasioned by freezing of water on the Premises.

17.2 Solid Waste Services. Tenant shall make provisions, in its name, for private or public commercial solid waste pickup services at sufficient intervals to prohibit the storage of solid waste from becoming a nuisance to the adjacent recreational facilities or the residential community across Route 17. All solid waste containers shall be placed at a location mutually agreeable to Landlord and Tenant and enclosed behind a visual barrier unless otherwise permitted by the City Manager, except those solid waste containers located on the pier.

#### **ARTICLE 18: LIABILITY OF LANDLORD**

18.1 No Liability. Landlord and its Agents shall not be liable to Tenant or its Agents for; and Tenant, for itself and its Agents, does hereby release Landlord and its Agents from;

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

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

#### **ARTICLE 19: DAMAGE; CONDEMNATION**

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

herein to the contrary, Landlord shall not be required to rebuild, replace or repair any non-standard tenant improvements, tenant extras or Alterations or any personal property of Tenant.

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

## **ARTICLE 20: DEFAULT**

20.1 Events of Default. Each of the following shall constitute an Event of Default: (i) Tenant fails to pay Rent or the Late Payment Charge within the time prescribed in Article 5; (ii) Tenant fails to observe or perform any other term, condition or covenant herein within thirty (30) days after written notice from Landlord; (iii) Tenant abandons or vacates the Premises; (iv) Tenant or any Guarantor makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises or all or substantially all of Tenant's or Guarantor's assets is appointed; or (v) Tenant or Guarantor files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant or Guarantor and is not discharged by Tenant or Guarantor within sixty (60) days.

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

(i) Terminate this Lease and Tenant's right of possession of the Premises, and recover all damages to which Landlord is entitled under law, specifically including but without limitation, all of Landlord's expenses of reletting (including, without limitation, rental concessions to new tenants, repairs, Alterations, reasonable legal fees and Brokers' commissions). If Landlord

elects to terminate this Lease, every obligation of the parties shall cease as of the date of such termination, except that Tenant shall remain liable for payment of Rent and performance of all other terms and conditions of this Lease to the date of termination.

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

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

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

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

Tenant, shall be considered an acceptance of a surrender of the Lease, unless Landlord, in its sole discretion, deems it to be so.

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

## **ARTICLE 21: SURRENDER; HOLDING OVER**

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

21.2 Holding Over. In the event that Tenant shall not immediately surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, Tenant shall be deemed to be a month to month tenant upon all of the terms and provisions of this Lease, except the Rent shall be twice the Fixed Rent and Additional Rent in effect during the last quarter of the Term, and such holdover rent shall be prorated on a monthly basis and due and payable monthly in advance on the first day of each month during the holdover period, or until such time as Landlord evicts Tenant from the Premises. Notwithstanding the foregoing, if Tenant shall hold over after the Expiration Date or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises without legal or judicial process, or by any legal process in force in the Commonwealth of Virginia. Tenant shall indemnify Landlord against all liabilities and damages sustained by Landlord by reason of such retention of possession.

## **ARTICLE 22: QUIET ENJOYMENT**

Landlord's Covenant of Quiet Enjoyment. Except as otherwise provided in this Deed of Lease, Landlord covenants that if Tenant shall pay Rent and perform all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall during the Term peaceably and quietly occupy and enjoy possession of the Premises without molestation or hindrance by Landlord or any

party claiming through or under Landlord, subject to the provisions of this Lease and any Mortgage to which this Lease is subordinate and easements, conditions and restrictions of record affecting the Land.

#### **ARTICLE 23: TENANT'S COVENANTS RE: HAZARDOUS MATERIALS**

23.1 General Prohibition. Except as otherwise provided in this article, Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under, over or about the Premises by Tenant or its Agents, sublessees or assignees. Tenant shall indemnify, defend at the sole option of Landlord and hold Landlord harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant, its Agents or subtenants or assignees.

23.2 Use of Hazardous Materials. Notwithstanding the provisions of Section 23.1, Tenant may utilize, store and possess Hazardous Materials generally acceptable to and used by restaurants such as gas and oil for cooking, and solvents for cleaning; and supplies for use by and sale to the pier customers, so long as they are lawful to be used for such purposes on the fishing pier or in the restaurant, and only so long as they are used in accordance with the manufacturer's directions and are disposed of in a proper and lawful manner.

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

sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use or occupancy thereof.

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

#### **ARTICLE 24: MISCELLANEOUS**

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

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

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

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



24.5 Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly served if delivered in person or upon receipt if mailed to Landlord to Landlord's Address, or if to Tenant to Tenant's Address. Delivery in person to Landlord means delivered to the City Manager, or Landlord's Assistant City Manager or Director of the Department of Parks and Recreation. Delivery in person to Tenant means delivered to Tenant at Tenant's place of business at the Premises. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices. Fax or other modes of service not provided for in this section are deemed not to be acceptable methods of service.

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

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

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

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

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

24.11 Attorneys' Fees. If, as a result of any default of Landlord or Tenant in its performance of any of the provisions of this Lease, the other party uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, the non-prevailing party shall reimburse the prevailing party upon demand for reasonable and customary attorneys' fees and expenses so incurred by the prevailing party.

24.12 Interpretation. This Lease is governed by the laws of the Commonwealth of

Virginia.

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

24.14 Time of the Essence. Time is of the essence as to Tenant's obligations contained in this Lease.

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

24.16 Headings. Captions and headings are for convenience of reference only.

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

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

## ARTICLE 25. SPECIAL PROVISIONS

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

25.1 Except as otherwise provided in this subsection, no alcoholic beverages shall be served on the premises except on the pier and in the restaurant and attached deck. Alcoholic beverages may be served on the Premises in the parking area adjacent to the pier upon prior written permission of the City Manager.

25.2 At a minimum, the Tenant is required to have the restaurant open for lunch and dinner service, six (6) days a week.

25.3 Tenant is required to have the James River Fishing Pier open seven days a week, from at least April 1<sup>st</sup> through November 30<sup>th</sup> of each year, for at least 12 hours per day.

Additionally, from Memorial Day through Labor Day the pier shall be open for business 24 hours per day from Wednesday through Saturday of each week. Tenant will make food available for purchase on the James River Fishing Pier during all hours that the pier is open, which may include the use of vending machines.

25.4 Tenant and Landlord agree and acknowledge that the operating hours set forth in in Section 25.2 and 25.3 may be subject to change in the event of emergency weather conditions posing a danger to the health, safety, and welfare of patrons and/or employees at the Premises.

25.5 Landlord, at its sole cost and expenses, shall make the following improvements at the Premises during the Term: (i) upgrade to the electrical panel in the restaurant building; (ii) a mutually agreed upon solution to improve water pressure to the Premises; and (iii) remove existing plywood siding from the exterior of the building and replace with a product better designed to handle the humidity and moisture present at the Premises, and install a rear overhang in conjunction with the rear wall repairs. Landlord shall commence work on these items during the first year of the term and work diligently to complete the repairs by December 31, 2024.

25.6 Tenant Improvement Allowance. Landlord agrees to provide a tenant improvement allowance in the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000) (the "Tenant Improvement Allowance"), to be disbursed as set forth herein for tenant improvements made to the Premises. Tenant, with prior approval by the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, shall cause the following Alterations to be made to the Premises, and upon delivery of receipts, evidence of payment, and evidence of completed work (the "Conditions Precedent to Landlord Payment"), Landlord shall process a reimbursement to Tenant within forty five (45) days of Landlord's receipt of all Conditions Precedent to Landlord Payment:

- a. Removal of existing deck screening and replacement with roll-down doors.
- b. Repair and expansion of existing outdoor rear seating.
- c. Other improvements with the prior written approval of Landlord.

In no event will Landlord's obligation to reimburse Tenant for approved Alterations exceed the Tenant Improvement Allowance.

25.7 Rent Credit or Reimbursement for Alterations. Prior to making Alterations to the Premises in accordance with Article 12, Tenant may apply to Landlord for a rent credit or reimbursement for Alterations (an "Alteration Allowance"). Landlord, in Landlord's sole discretion, may choose to provide an Alteration Allowance to Tenant, in an amount determined by Landlord, and allow Tenant to either (i) deduct a portion or all of the cost of such Alterations, up to the Alteration Allowance, from the Fixed Rent or Additional Rent, or (ii) receive reimbursement from Landlord for the Alterations, up to the Alteration Allowance. Landlord shall notify Tenant in writing of the amount any Alteration Allowance and whether Tenant will be permitted to deduct the Alteration Allowance from Rent or submit a reimbursement request. Upon delivery of the applicable Conditions Precedent to Landlord Payment for any Alterations for which Landlord has agreed in writing to provide an Alteration Allowance, as directed by Landlord, either (i) Tenant shall deduct the cost of such Alterations, up to the Alteration Allowance, from the Fixed Rent or Additional Rent, or (ii) Landlord shall process a reimbursement to Tenant for the cost of such Alterations, up to the Alteration Allowance, within forty five (45) days of Landlord's receipt of all

Conditions Precedent to Landlord Payment. Nothing herein shall preclude Tenant from self-funding Alterations approved pursuant to Article 12, should Landlord not provide an Alteration Allowance.

25.8 Both parties acknowledge that there have been no brokers involved in this Deed of Lease for which any commissions are or may be due.

----- END OF SUBSTANTIVE PROVISIONS -----

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed by their respective officers after having first been duly authorized to do so.

LANDLORD:

CITY OF NEWPORT NEWS, VIRGINIA

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Acting City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

COMMONWEALTH OF VIRGINIA  
City of Newport News, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Alan K. Archer, Acting City Manager, and Mabel Washington Jenkins, City Clerk, respectively, of the City of Newport News, Virginia, on behalf of the City.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

TENANT:  
JAMES RIVER FISHING PIER, INC.

By: \_\_\_\_\_  
James R. Wharton, President

STATE OF \_\_\_\_\_

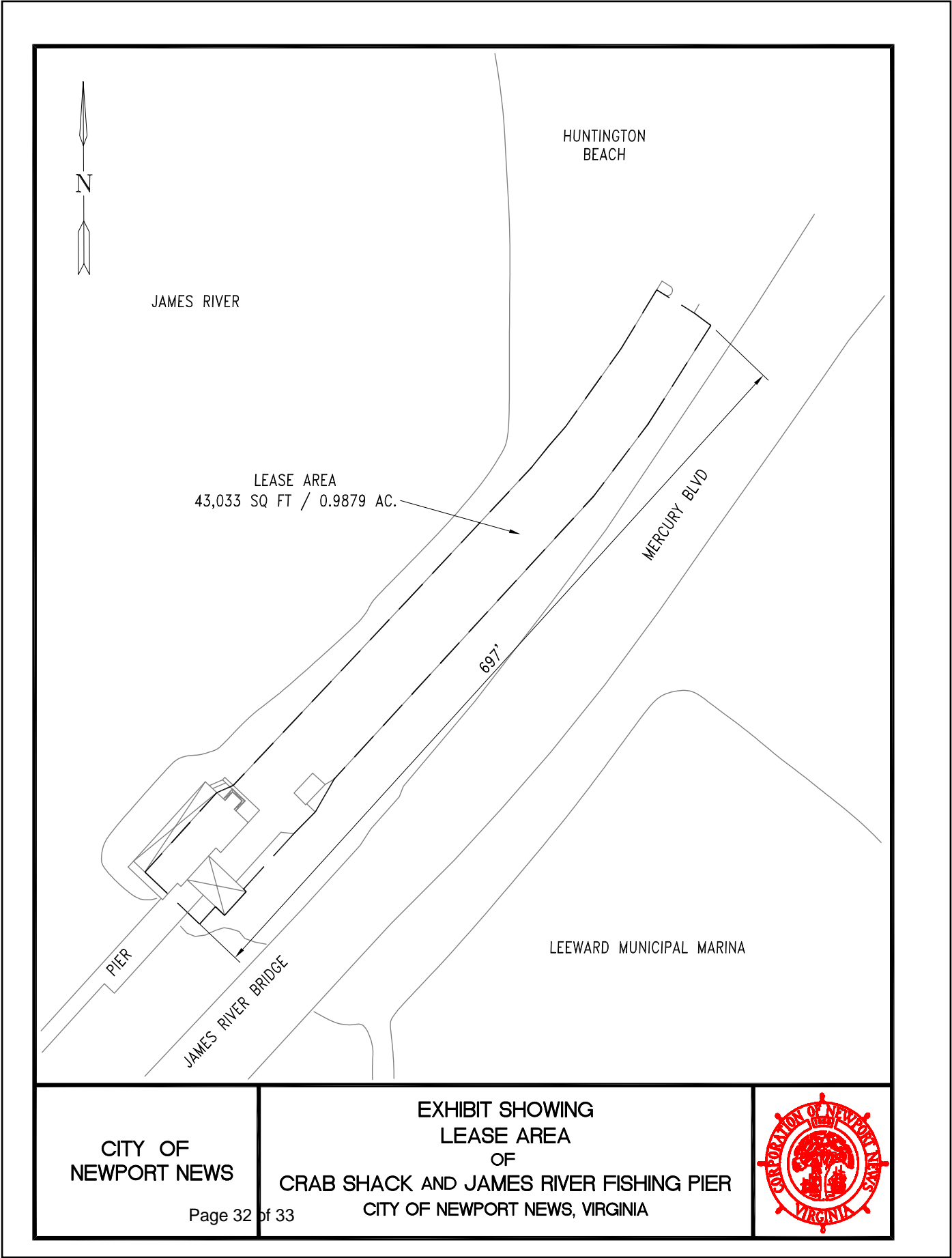
City/County of \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2023, by James R. Wharton, as President of James River Fishing Pier, Inc., a Virginia corporation,  
on behalf of the company.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

rag5195



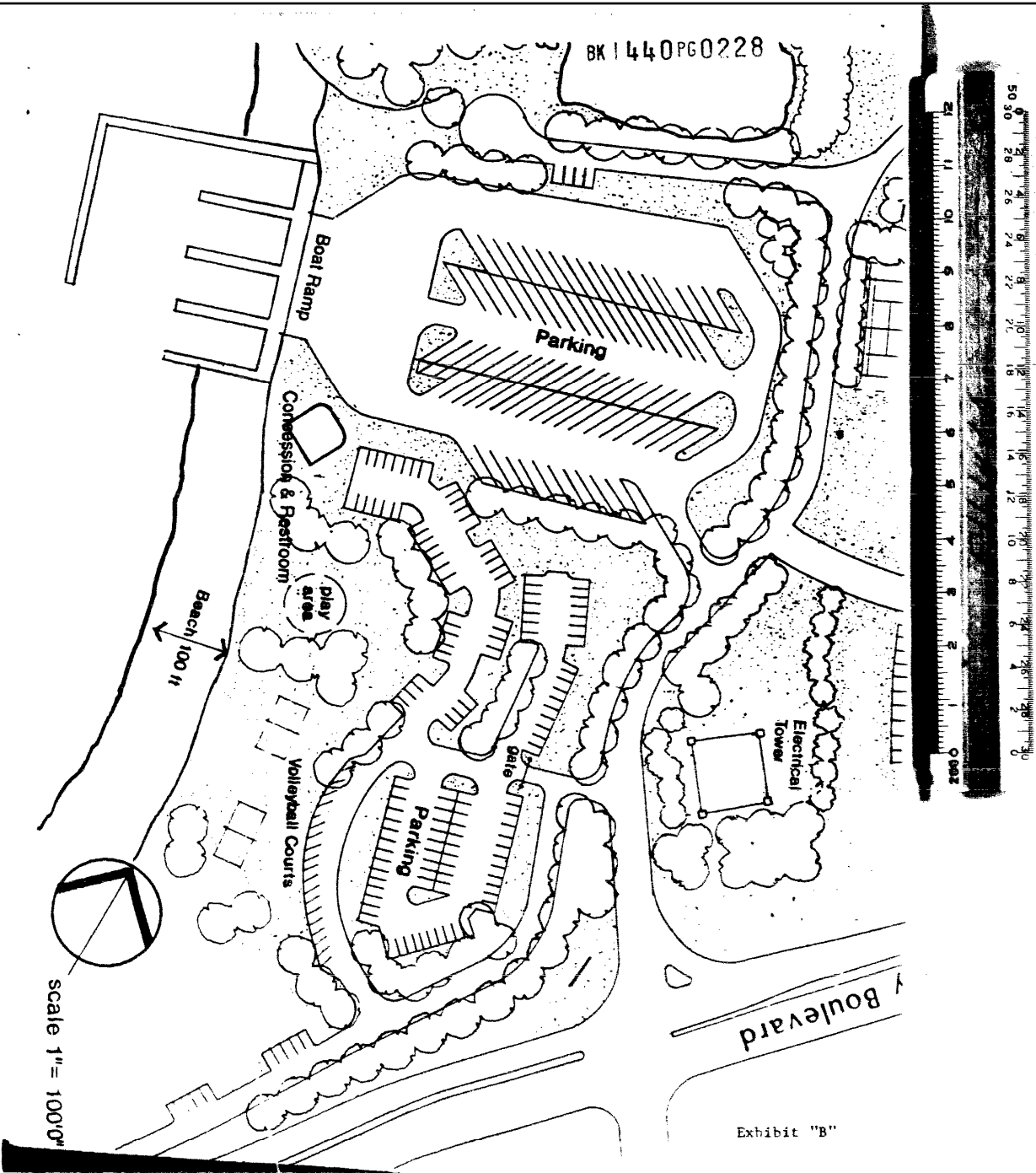


Exhibit "B"



**Draft**

**MINUTES OF WORK SESSION  
OF THE NEWPORT NEWS CITY COUNCIL  
HELD IN THE 10<sup>TH</sup> FLOOR CONFERENCE ROOM  
2400 WASHINGTON AVENUE  
TUESDAY, NOVEMBER 28, 2023, 4:30 P.M.**



**MEMBERS PRESENT:** Vice Mayor Curtis D. Bethany, III; Councilman John R. Eley, III; Councilman Marcellus L. Harris III, D. Div.; Mayor Phillip D. Jones; Councilman Cleon M. Long, P.E.; and Councilwoman Tina L. Vick

**MEMBERS ABSENT:** Councilwoman Dr. Patricia P. Woodbury

**OTHERS PRESENT:** Alan Archer, Collins L. Owens, Jr., Mabel Washington Jenkins, Darlene Bradberry, Robert Pealo, Lisa Cipriano, Cory Cloud, Constantinos Velissarios, Michael Humenik, Scarlet Stiteler, Susan Goodwin, Virginia Lovell, Sheila McAllister, Flora Chioros, Allison Dichoso, Virginia Blount-Moore, Florence Kingston, Derek Perry, Christopher Morello, Mallory Butler, Larry Brunson, Karen Sanzo, Terrance Johnson, Sr., Frank James, Craig Galant, Jerri Wilson, Police Chief Steve Drew, Interim Fire Chief Wesley Rogers, James McElheney, Lisa Wornom-Zahraiddin, Jered Grimes, Cleder Jones, Kimberly Bracy, J. B. Crawley, Ralph "Bo" Clayton, David Freeman, Eoghan "Owen" Miller, Tiffany Conatser, Gee Eley, Kameron Smith, Dorothy Andrews, Kristin Chhim, Josh Janney, and Zina F. Middleton

**I. Fiscal Year 2024 General Fund Forecast**

Acting City Manager Archer introduced Ms. Lisa Cipriano, Director, Department of Budget and Evaluation to provide an overview of the FY 2024 General Fund Forecast and the first quarter FY 2024 financial overview (a copy of the presentation "Fiscal Year 2024 General Fund Forecast – Based on First Quarter Results" November 28, 2023 is attached and made a part of these minutes.)

Ms. Cipriano shared that the first quarter of any fiscal year for the City was the most difficult to project. She indicated the City had not begun to collect major tax groups of real estate, personal property, and machinery and tools until November 2023. The best projections were based only on the general fund, which looked at the trends from the prior fiscal year. She shared, at this particular point, FY 2022 was closed and was looking to match the trends at the last three months of the previous fiscal year.

Ms. Cipriano shared the Fiscal Year 2024 General Fund Forecast - First Quarter Review as of September 30, 2023 as follows:

**Budget - \$606 million**

- Major taxes collected in 2<sup>nd</sup> Quarter, begin November 2023

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- Revenue projections for major taxes based on receipts to-date, prior years’ collection patterns, and year-end results

Ms. Cipriano shared that the major drivers were being collected for the December 5<sup>th</sup> tax due date estimated that all were on target. There was no reason to believe that there was anything amiss or had any impacts. The two major groups of tax revenue projected to go on the consumer sensitive taxes were driven by where or if a recession was to begin. She shared there were two separate projections - one from the Federal Reserve and one from the pension. She indicated those projections two weeks prior showed a recession beginning. With any economic forecast, timing was everything. The budget in the general fund was built for a recession, even though the City had very strong performing revenues in FY 2023. She shared the projections were lowered for FY 2024, while anticipating a recession early in FY 2024 or the second-half of FY 2024. Ms. Cipriano summarized the Major General Fund Revenue Performance as follows:

	Budget	Variance
Real Estate Tax*	\$263.9 million	On Target
Personal Property Tax*	\$ 67.7 million	On Target
Machinery and Tools	\$ 28.8 million	On Target
*Current, Delinquent, Tax Relief, Public Service Corporations		

Ms. Cipriano indicated that the revenue for sales and meals taxes were highly consumer sensitive and was projected to be on schedule for the first quarter as planned. The sales taxes collected were only for three months’ (July, August, and September). She indicated the average collected was \$2.9 million for each of those months, \$85,000 more than last year when a recession happened. She shared that consumer sensitive taxes were on target, as the deeds taxes were based on the value of the mortgage when the deed was entered into the Clerk of Court's system. She advised mortgages were at an 8% average compared to the traditional mortgage rate, so it was anticipated deeds would be a little low. The City’s Business Professional and Occupational Licenses (BPOL) would not be collected until March 2024 and had been very strong in the past. Ms. Cipriano summarized the major general fund revenues as follows:

	Budget	Variance
Sales Tax*	\$32.0 million	On Target
Meals Tax*	\$32.0 million	On Target
Tax on Deeds	\$ 2.2 million	(\$400,000)
BPOL**	\$20.6 million	TBD
*Performance anticipating potential Recession		
**Calendar Year 2023 BPOL due in March 2024		

Ms. Cipriano advised that within the Projected FY 2024 General Fund – First Quarter Revenues, had a projected revenue shortfall – (\$2.1 million) or (0.4%). She indicated that came from the grantor tax and the cigarette tax, which came in lower than it had on average every month in the prior fiscal year. She advised that the Department of Human Services revenue had a balance and reimbursement fund that came to the City with the use of services. They projected to be approximately \$1 million less from

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Human Services, which meant the services were not being consumed at the level that they had been in the past.

Ms. Cipriano shared that on the expenditure side, the City projected approximately \$6 million in savings due to vacancies. The City continued to have hard-to-fill positions. She shared, in contractual services, the City projected approximately a \$1 million loss as there had been several contracts that had come in higher, notably on security services. She shared that materials and supplies were something that the City could control, and that was where restrictions could be placed. Ms. Cipriano advised that all of the expenditures, which included grants, payments to schools, and debt service, were projected at approximately \$238,000 in savings. Ms. Cipriano summarized the Major General Fund Expenditures as follows:

	Budget	Variance
Salaries and Benefits	\$280.6 million	+\$5.7 million
Contractual Services	\$ 26.2 million	(\$1.2 million)
Materials and Supplies	\$ 42.2 million	+\$175,000
All Other Expenses*	\$258.9 million	+\$238,000
*Included Transfer to Schools, Debt Service, Community Support, Fuel, Federal and State Grants		

Ms. Cipriano advised the FY 2024 General Fund Projected Expenditure Savings was \$4.8 million or +0.8%.

Ms. Cipriano indicated the First Quarter Combined Projected Surplus was \$2.7 million or +0.5%. She advised that restrictions could be placed while monitoring City spending. She shared the following details:

- Prepare for potential recession – timing was everything
- Most revenues anticipated to be collected as estimated, some minor fluctuations
- Expenditures would be monitored closely over next quarter to ensure the City remain within budget; impact of inflationary activity was closely watched

[Fiscal Year 2024 General Fund Forecast - 11.28.2023 - Presentation](#)

## II. The Brooks Crossing Innovation and Opportunity Center

Acting City Manager Archer introduced Mr. Larry Brunson, Executive Director, Brooks Crossing Innovation and Opportunity Center (BCIOC), and Ms. Karen Sanzo, Director, Brooks Crossing Innovation Lab, to provide an overview of the BCIOC (a copy of the presentation “Brooks Crossing Innovation and Opportunity Center,” November 28, 2023 is attached and made a part of these minutes.)

Acting City Manager Archer advised that a short video would be shared to about BCIOC which could found at <https://vimeo.com/889113709/2cfa12eedd?share=copy>.

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Mr. Brunson advised that BCIOC was a Workforce Development Center in the City of Newport News. The BCIOC was a One-Stop Business Model organization that offered multiple services and products to customers. The business strategy behind the one-stop shop was to provide convenience and efficiency to clients, gaining loyalty as a recognizable value.

Mr. Brunson shared the BCIOC philosophy as follows:

**Lower stakeholder costs, better communication, quick turnaround, and better service fit.**

- Bring together services in one location to benefit citizens and families in accessing employment, education and training, credentialing, transportation, referrals, and other needed services.

Mr. Brunson indicated the BCIOC recognized core problems and provided solutions to those core problems as follows:

- **Core Problems**
  - Underemployed Citizens
  - Unskilled Job Seekers
  - Local Industry Skill Gaps
- **Solution: BCIOC Services**
  - Career Coaching and Job Placement
  - Industry Training Resource and Touch Points
  - STEM Related Resources and Exploration
  - Hiring Events

Mr. Brunson shared the BCIOC vision as follows:

*"We strive to be the leading career center for delivering comprehensive, innovative, and inclusive career and employment services in Newport News and beyond."*

Mr. Brunson shared the mission as it related to the Core Services and reiterated the BCIOC Core Services which included:

- Career Coaching
- Skill Assessments and Job Matching
- Career Development and Training
- Professional Development
- Business Development

Regarding skill assessments, Mr. Brunson advised that BCOIC was recognized as a key site, which meant that BCOIC was able to provide the Work-Keys Assessment like Huntington Ingalls. He shared with Huntington Ingalls, one could have little or no experience, and had to pass the assessment in order gain employment. He indicated that BCOIC could provide skill assessment to residents if needed,

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and had the ability to retest, not only for Huntington Ingalls, but for other companies. Mr. Brunson advised that the same skill assessment could be presented to high school students, as well other BCOIC partners. In 2019 BCOIC began with three vested partners: the City of Newport News, Huntington Ingalls (Newport News Shipyard), and ODU. He shared since 2019, the partnerships had grown, which was a part of the vision.

Mr. Brunson emphasized the working community relationships as well as the great collaboration with many local business to include the following:

City of Newport News

What's Next

AARP Foundation

An Achievable Dream Academy

Bay Electric Company, Incorporated

Bridge 757

Four Oaks Day Service Center

Hampton Roads Workforce Council

Ketchmore Kids

New Horizons Regional Education Centers

Newport News Public Schools

Newport News Shipbuilding (A Division of Huntington Ingalls)

Hampton University

Newport News Youthbuild

Newport News Public Works

Newport News Development Department

Newport News Human Resources Department

Newport News Human Services Department

Old Dominion University

Sister to Sister

Urban League of Hampton Roads, Incorporated

Volunteers of America (VOA)

Virginia Career Works – Hampton Roads Region

Virginia Employment Commission

Virginia Department of Veteran Services

Virginia Department of Corrections

Virginia Peninsula Community College (VPCC)

Mr. Brunson shared that the new Workforce Development coach began November 28, 2023, to work with partners and deliver available services to the citizens of Newport News.

Mr. Brunson advised that What's Next, BCOIC, and VPCC hosted a Career Fair on Friday, October 27, 2023 at the Hampton Roads Convention Center (1610 Coliseum Drive). He indicated that What's Next was a recruitment organization in the Hampton Roads region to get the message out about available employment opportunities. He shared that the Career Fair served over 700 students in a Workforce

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environment, and served over 400 job seekers that day, with 67 jobs seekers acquired employment. He also shared BCIOC worked with Hampton Roads Workforce Council, Newport News Shipyard (a division of Huntington Ingalls Industries) and other onsite career workers to ensure needs were being met.

Mr. Brunson shared other operational highlights and detail of navigating wealth building as follows:

- Successfully completed 20 Cohorts
- 400 people received services in 2022
- 108 program completers
- 133 received credentials
- 81% job placement rate
- Cohort 21 completed September 2023
- Cohort 22 complete November 30, 2023
- Success rate was meeting and exceeding

Mr. Brunson advised that Councilwoman Vick was the scheduled guest speaker at Cohort 22 on November 30, 2023, and invited City Council to attend.

Mr. Brunson advised of the following successful hiring events:

- **Year-To-Date Job Offers = 192**
- **3 onsite events since the First Quarter**
- **5 more scheduled through 2024**
- **Some of our Employers:**
  - Huntington Ingalls Industries
  - Virginia Department of Corrections
  - Newport News Public Schools
  - Newport News Redevelopment and Housing Authority
  - Newport News Public Works
  - Newport News Human Resources
  - Amazon

Mr. Brunson indicated the BCIOC hosted its 3<sup>rd</sup> Annual STEM Exploration event which involved 45 exhibitors and over 722 visitors who enjoyed hands-on STEM activities and engagement. The participation numbers showed a 52% increase over 2022 and a 260% increase over 2021.

Mr. Brunson shared that the City of Newport News and BCIOC received applause for the great work being done in the City with employment initiatives, Workforce Council, What's Next, VPCC, ODU, gun violence reduction, and public safety. He indicated the City and BCIOC received national attention from the Department of Labor (DOL) for great collaborations, and citizen and wealth building initiatives.

Mr. Brunson shared that 4,627 visitors had received services from BCIOC to-date and they were greater growth was expected with the expansion of services and more outreach in community sectors.

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There were discussions with faith-based organizations to get involved beginning in the Southeast Community and continuing work throughout the City. He shared that BCIOC would collaborate with VPCC, who had a grant to address the needs in the community, in terms of faith-based organizations and Workforce Development. BCIOC had planned visits to go out to faith-based organizations and listen and learn of the needs in the communities. He indicated that BCIOC listened to what the congregations had to say and would assist with those needs. He summarized the growth strategies and initiatives which included community outreach and marketing as follows:

- Plan visits to faith-based organizations
- Southeast Community first and continue to expand to other parts of the City
- Joint marketing ventures with VPCC and select partners
- Plan visits to non-profits and third sector organizations

Mr. Brunson advised of new programs and expansions at BCIOC as follows:

- AARP Senior Employment Services
  - December 2023
    - Program at BCIOC under the guidance of AARP would be a collaborative effort for Newport News senior citizens to learn more about upskilled health education and learn of other pertinent services for seniors
- Expanding Hampton University Osher Life Learning
  - January 2024
    - Would bring culture learning and group experiences to the citizens in Newport News with activities at Brooks Crossing and on the Hampton University campus with transportation provided
- BCIOC Virtual Welding Workshops
  - Begin January 2024
    - A digital machine would provide a digital learning experience. Employers were interested in the virtual workshops. The first class would consist of four individuals, for four weeks, for 30 hours

Mr. Brunson advised that he grew up in the Southeast Community on 33<sup>rd</sup> Street and was proud of what was being done at BCOIC. He hoped to see its continue to growth.

Mr. Brunson thanked Acting City Manager Archer, City Council, and staff for its commitment and hard work. He advised that Brooks Crossing was eagerly committed to play a valued part in that process, with workforce/career development, and wealth building being the central and essential key.

Councilman Long inquired about the partnership with the Four Oaks Day Services Center and the statistics on the number of clients assisted with workforce training and job placement. Mr. Brunson replied he did not have the statistics available; however, BCIOC had collaborated with Four Oaks Day Service Center. BCIOC and Four Oaks had participated in hiring events, transportation was provided for participants, and assisted individuals with preparing resumés. Mr. Brunson indicated that there was good communication but it was a tough market with many barriers, and it would take more time.

7

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He indicated that coaches were needed in order to meet and talk with people to understand their needs.

Councilman Eley questioned whether the BCIOC closed at 5:00 p.m. Mr. Brunson replied that the hours of operation was currently 8:00 a.m. – 5:00 p.m. with many evening/learning events. He advised that a graduation of the entrepreneur class would be held from 6:00 p.m. – 8:00 p.m. for eight residents. Councilman Eley advised that he would like to see the hours of operation expand beyond 5:00 p.m., because the targeted community was unable to participate in programming or utilize the available services during the day. He indicated the students should be at the ODU iLab Center until 8:00 p.m., learning hands-on activities, and the STEM programing should be a transition for after school to take advantage of all opportunities. He indicated that closing at 5:00 p.m. was not a benefit for the students. He realized that there were staffing concerns, but questioned whether the hours could be expanded. He thanked Mr. Brunson for the informative presentation. Acting City Manager Archer indicated that the City was working with Mr. Brunson on the staffing concerns and expansion of operating hours.

Councilwoman Vick inquired about the Hampton University Osher Life Learning program, plans for expansion, and whether certifications would be awarded. Mr. Brunson replied there would be training opportunities, for example learning foreign languages or other life learning experiences to enhance a person's life. He indicated that Hampton University had a list of programs on their campus and other programs would be held at Brooks Crossing.

Councilman Harris inquired about the skills assessments and whether that was for high school students in need of writing or reading Standards of Learning (SOL) because students had trouble passing that assessment. Mr. Brunson replied yes, there were two upcoming assessments for job seekers the week of December 4<sup>th</sup> and were excited to be expanding the assessments to high school students with the ACT beyond Work Keys Assessment. He hoped for further conversations with the school leaders, in order to include that in their programs.

Mr. Brunson introduced Ms. Karen Sanzo, Professor of Educational Leadership and Director of the Innovation Lab for Old Dominion University, to provide an overview of the Brooks Crossing Innovation iLab.

Ms. Sanzo advised that the Brooks Crossing Innovation Lab (iLab) was an instructional hub for STEM learning driven by team building and collaboration allowing opportunities for students and people of all ages, abilities, and disciplines to learn by designing creative solutions to real-world problems.

Ms. Sanzo shared details and participation for the iLab as follows:

- iLab hosted 455 youths and 327 adults through camps, educator supported events, and other initiatives – Summer 2023
- 150 Attendees at 5 community events
- Design Thinking Workshops and outreach
- Summer iLab partnerships included:
  - Newport News Shipyard
  - New Horizons



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- City of Newport News
- Virginia Peninsula Community College
- Newport News Public Schools
- Hampton City Schools

Ms. Sanzo advised of Fall 2023 iLab programming as follows:

- Robust series of Fall workshops, field trips, and camps
- 17 Field trips – 415 students
- Family/community/teen events/outreach:
  - Youth Innovators; Open Makerspace; DJing Basics; Music Makers; CyberCode Academy; Coding Camp; Family Makerspace Series; COVA STEM; Virginia Air and Space; and School Open Houses

Ms. Sanzo advised of two upcoming events and invited City Council to the following:

- Winter Fest to be held December 14, 2023 from 6:00 p.m. to 8:00 p.m. for grades 6 – 8
- Family Maker Space Series to be held December 21, 2023 from 5:00 p.m. to 7:00 p.m. - partnering Choice Neighborhood Initiative (CNI) community

Ms. Sanzo indicated as the iLab programming continued to grow, there would be an additional 2024 Plans as follows:

**Great Opportunities in Technology and Emerging Careers**

- Lab anticipated to be ready January 2024
- 8 School divisions participating with the iLab GO TEC Initiative
- Maritime infusion in the curriculum
- K-12 Camps, community workshops

**Spring 2024 Makerspace Series**

- Sponsored by Verizon
- K-12 and community programming

**Newport News Public Schools (NNPS) Partnership**

- STEM field trips ongoing
- Teacher professional development
- STEM Nights at the iLab

Acting City Manager Archer shared that Brooks Crossing Innovation and Opportunity Center (BCIOC) was a City-initiated effort with proven success. BCIOC had been transformative in many ways and raised the bar for future generations in the City of Newport News. He indicated that BCIOC programming was impactful through education, training, and STEM, and the City could see the long-term results in helping the residents see a better future. Acting City Manager Archer shared he could not emphasize enough on how important the work was at BCIOC, and why the City needed to continue to evolve and close the gap whenever possible.

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[Brooks Crossing Innovation and Opportunity Center - 11.28.2023 - Presentation](#)

**III. Greater Hilton Area Plan**

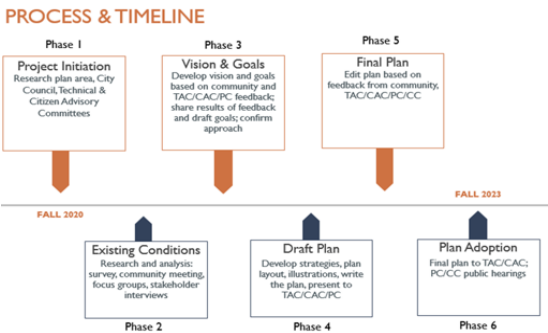
Acting City Manager Archer introduced Ms. Shelia McAllister, Director, Department of Planning, to provide an update of the Greater Hilton Area Plan (a copy of the presentation “Greater Hilton Area Plan” November 28, 2023 is attached and made a part of these minutes.)

Ms. McAllister shared that Ms. Toluwalase Ibikunle, former Senior Planner, who was no longer with the City; however, she had done a great deal of work on the plan. Ms. Carolyn Poissant, Senior Planner, continued the work on the Greater Hilton Area Plan but was unable to provide the presentation.

Ms. McAllister shared the following details of the Greater Hilton Area Plan:

- Total of 2.8 square miles (1,790 acres)
- Boundaries: J. Clyde Morris Boulevard, James River, Government Ditch, and CSX Railroad
- Expansion of 1998 plan boundary in order to capture the broader range of land uses that affect the community and represent the identity of Greater Hilton

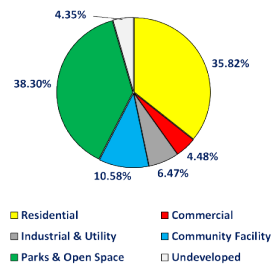
Ms. McAllister indicated the planning process included six phases, having been initiated in Fall 2020, with most of the public input being held during the challenges of the pandemic. The draft plan would be reviewed by the Technical Advisory Committee (TAC), and Citizen Advisory Committee (CAC). A City Council Work Session presentation was held on November 28, 2023. Ms. McAllister shared the planning process and timeline as follows:



Ms. McAllister advised that a very robust community engagement process had occurred over the span of the first two years of the project, which included a community-wide meeting as well as a series of meetings with focus groups, as well as a youth group, and interviews with business and property owners. There were also approximately ten meetings of the Citizen Advisory Committee and Technical Advisory Committee.

Ms. McAllister indicated in terms of land use acreages, Parks and Open Space and Residential were the two largest land use types, with each comprising over one-third of the plan area.

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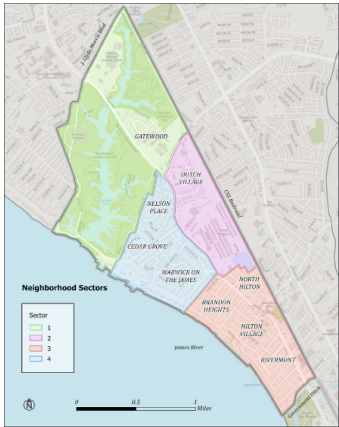


Ms. McAllister shared the Greater Hilton Area Plan (Plan) vision as follows:

*“Greater Hilton is a community where everyone is welcome to live, work and play. It is connected by green spaces and common areas; it holds immense historical and cultural significance; and is anchored by neighborhoods and thriving businesses.”*

Ms. McAllister advised that issues and opportunities within the Plan area were discussed. The four neighborhood sectors as shown on the map below, which included:

- Sector 1 – Gatewood
- Sector 2 – Dutch Village
- Sector 3 – Hilton Village, North Hilton, Brandon Heights, and Rivermont
- Sector 4 – Nelson Place, Cedar Grove, and Warwick on the James



Ms. McAllister shared the four planning themes that emerged from the process as follows:

- 1) Character Preservation and Enhancement
- 2) Economic Empowerment
- 3) Safe Environment and Accessibility
- 4) Community Connections

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Ms. McAllister indicated that overarching themes guided the development of goals and strategies that were the substance of the Greater Hilton Area Plan.

Ms. McAllister shared the concept of outdoor activity areas in front of the former UPS call center and outdoor seating area behind the firehouse (shown on slides 11 and 12 on the presentation attached to these minutes).

Ms. McAllister advised that one of the Plan goals was to establish Warwick Boulevard as a safe multimodal transportation corridor with the theme of Safe Environment and Accessibility. The Plan would create safe, functional places for people to walk and bike that would have a profound impact on the health and well-being of Greater Hilton residents. She shared that the plan would strive to create a transportation network designed to maximize the use of transit, pedestrian, and bicycle amenities, shifting to more sustainable modes of transportation.

Ms. McAllister advised that one of the Plan goals was to expand and enhance community and cultural facilities with the theme of Community Connection. This goal focused on enhancing cultural and recreational facilities for both the local community and visitors to enjoy. She indicated under each of the Plan's goals was a set of specific strategies, which outlined action-oriented recommendations that were then incorporated into an Implementation Plan.

Ms. McAllister shared the concept of the Museum Parkway boardwalk (shown on slides 15 attached to these minutes).

Ms. McAllister indicated there were several recommendations for the Comprehensive Plan Future Land Use Map. The proposed future land use recommendations related the vision to the physical form of the Greater Hilton Plan Area. She shared that the land use recommendations were broken down by sector to support the goals of the plan (shown on slide 17 attached to these minutes).

Councilman Long indicated that in previous years, there were plans to create more parking spaces in the Hilton area. He questioned whether that was a part of the plan as presented or whether the City had moved away from that plan. Ms. McAllister replied that was discussed, not necessarily in historic Hilton, but along Rivermont and street scraping was discussed.

Vice Mayor Bethany recalled that there had been a collaborative session. Ms. McAllister replied it was Virginia Main Street who presented the Fundamentals of Hilton Village Main Street 101 on October 25, 2023.

[Greater Hilton Area Plan - 11.28.2023 - Presentation](#)

#### **IV. Virginia Enterprise Zone Program**

Acting City Manager Archer introduced Ms. Mallory Butler, Economic Development Manager, Department of Development, to provide an overview of the Virginia Enterprise Zone Program (a copy of the presentation "Virginia Enterprise Zone Program" November 28, 2023 is attached and made a part of these minutes.)

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Ms. Butler introduced Ms. Kathrina Turner, Economic Analyst II, who would serve as the new Enterprise Zone Administrator for the City.

Ms. Butler shared details of the Virginia Enterprise Zone Program (VEZ) as follows:

- Established by the Virginia General Assembly in 1982
- A partnership between state and local government for designated areas
  - Promotes development and redevelopment in economically distressed areas
  - Leverages private sector investment when combined with other programs
- Managed by Virginia Department of Housing and Community Development (DHCD)

Ms. Butler advised of the requirements to receive and maintain a VEZ as follows:

- Localities must submit a comprehensive and detailed application to include:
  - Overall economic restructuring strategy for the locality and proposed zone
  - Local incentives to help stimulate real property improvements and job creation
- Localities must promote and market the VEZ program
  - Companies must utilize both state and local incentives
- Localities must complete annual reports for VEZs
- Localities must update and/or amend local components to conform to state changes
  - Example: Residential properties are no longer eligible

Ms. Butler shared the application/amendment process for a VEZ as follows:

- The application was:
  - Presented in a series of Public Hearings
  - Endorsed by City Council with support of the Economic Development Authority (EDA)
  - Reviewed and recommended by DHCD
- Designated by the Governor of Virginia
- Codified by City Code

Ms. Butler advised of where the VEZs were located in the City of Newport News shown on the map below:



13

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- **VEZ #3**
  - Designated in 2004 for 20 years
  - Expires December 31, 2023
  - Eligible for 1, 5-year renewal
    - Renewal application submitted Oct. 6, 2023
- **VEZ #31**
  - Designated in 2015 for 10 years
  - Expires December 31, 2024
  - Eligible for 3, 5-year renewals
    - First renewal application due Fall 2024

Ms. Butler advised that the Newport News VEZs offer the following:

- **State incentives**
  - Job Creation Grant (JCG)
  - Real Property Investment Grant (RPIG)
- **Local incentives**
  - Expansion/Relocation Cost Reduction Incentive (ERCR) Grant
  - Partial refund of:
    - Business, Professional and Occupational License (BPOL) Fee
    - Local Utility (Gas and Electric) Taxes
  - Waiver of Building Permit and Development Fees for certain redevelopments
- **Other incentives with reduced qualifying thresholds or added benefits**
  - Commercial Rehabilitation Property Tax Abatement (CRPTA)
  - Façade Improvement Grant (FIG)

Ms. Butler shared how Newport News marketed the VEZs as follows:

- **Website developed in 2021**
- **Direct mail campaigns**
- **Workshops and webinars**
  - “How to Qualify/Apply”
- **One-on-one meetings**
  - Existing businesses
  - Prospective companies
- **Community Partners**
  - Certified Public Accountants
  - Bankers
  - Commercial Realtors

Ms. Butler advised of the next steps to updating VEZ boundaries as follows:

- **Staff**
  - Evaluation underway
- **City Council**
  - Approval in 2024
- **DHCD**

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- Review and recommend
- **Governor's office**
  - Approval
- **City Code**
  - Staff to initiative applicable update(s)

Ms. Butler summarized the VEZ Program by sharing the following:

- A partnership between state and local governments.
- A tool to facilitate development and redevelopment.
- An effective way to stimulate job creation and investment.

Councilwoman Vick inquired whether the VEZ program would create a connection for the Main Street designation for Hilton, if it was combined in any way or if it was separate. Ms. Butler replied it was the same state agency that administers the two programs in that area of Hilton. It was currently in the zone and she would check to see as the City modified these boundaries that all of Hilton's commercial area remained in the zone, so nothing was missed in the area plan.

[Virginia Enterprise Zone Program - 11.28.2023 - Presentation](#)

## **V. City Council Handbook**

Acting City Manager Archer indicated a draft of the City of Newport News City Council Handbook was available for City Council review. He believed a good job had been done with the collaboration of many City staff who used model documents from other communities. The commitment to present City Council with a handbook that this Council and future Councilmembers could use as a guide for general understanding of roles and responsibilities, as well as setting some parameters. The expectations that Council had ranging from a public facing role, ethics, to terminology that was frequently used in adopting the budget, and even guidelines around the Constituent Service Representatives (CSR) and routine expenditures. He believed the draft information compiled was near completion, and this work session presented an opportunity to highlight a several areas that had been focused.

Mayor Jones thanked the City staff for creating the draft handbook on a tight timeline. He advised that the intent was to have the draft City Council handbook fully revised by the end of the year for City Council adoption in January 2024. He further advised that the handbook would be revised every two years, giving new Councils the ability to update or modify. He believed that the draft was at 98%, but wanted to discuss four or five items.

- 1) **Electronic meetings** – should a Council member be unable to attend a City Council meeting, they had the option to participate via Zoom and/or vote virtually. He advised there was nothing on the books regarding electronic meetings and wanted to include a provision for electronic meetings. Should a Councilmember be sick they could participate via Zoom no more than two meetings in a year.

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Councilman Long questioned whether the electronic meetings would be for the Work Session and/or Regular meeting. City Attorney Owens replied that under the State Code there had to be a quorum present in-person, but one or two members could participate electronically, and a limit could be placed in order for no one to take advantage of the procedure. The idea to have people at the meetings in-person.

Councilman Harris questioned the process during the COVID pandemic, because City Council held virtual meetings. City Attorney Owens replied there was a State Code provision that allowed localities to do virtual meetings under an emergency basis, because of the declaration of emergency that the Governor declared during the pandemic. He indicated this provision was different.

Councilman Long shared that he liked the idea of an electronic meeting to allow a City Councilmember to vote at the regular meetings. He believed it would be difficult to have an interactive discussion during a work session. City Attorney Owens replied that both meetings were televised and Councilmembers could watch but could not participate in the work session.

Councilman Eley shared, while on the Newport News School Board, a member would be excused from work session, which happened twice during the year. Mayor Jones suggested including language that Councilmembers participated via an electronic meeting two times per year. He advised that the handbook was 99% complete, and the updated language would be completed for discussion at the December 12, 2023 Regular City Council meeting.

Councilwoman Vick shared the reality of life was people did get sick and maybe they were too sick to come out, but could participate in a virtual meeting, particularly since the City had the capability in place. She indicated that she would like to see at least two meetings allowed.

Councilman Harris indicated there could be a time when a Councilmember was attending a conference. He suggested that the language not only mention being sick.

- 2) **Statement of Economic Interest (SOEI)** – City Council would receive the SOEI package the first week of January 2024 and would be required to complete the SOEI and submit the package to the Office of the City Clerk by February 2024.

Mayor Jones reminded Council that every elected official would receive the Statement of Economic Interest package to be completed. He indicated there should not be an issue as this was a requirement. He shared that City Attorney Owens and City Clerk Jenkins would review and verify the SOEI package and would be kept on file for the required time period.

Councilman Long questioned whether all the Councilmembers responses were standardized. Mayor Jones replied in other cities, different people reported different expenditures, but it was not codified. He indicated he would like someone to review the completed SOEI package to ensure that Council was on the same page.



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- 3) **Business Meals** – For an individual member of Council and accompanying city employees or employees of other governmental agencies (identification of the business purpose of the meeting, the topic(s) discussed, the person(s) participating in the meeting, etc.)

Mayor Jones indicated the City was attempting to avoid situations where one could pay for a meal in business setting, but not in another, which was too confusing. He shared that Council did not need to get into legal opinion, but rather review and revise the policy on business meals, and the business of the City were viewed. He advised Acting City Manager Archer and City Attorney Owens would return with suggested language regarding intergovernmental agencies which had not been updated in a while. Mayor Jones shared that a quarterly meeting with all the base commanders and business meals were in a gray zone, and suggested removal any gray zones or ambiguity, etc. for local business meals. The policy should be updated.

Acting City Manager Archer believed, at a very high level, what the City was seeking with this handbook was to provide Council with clarity. As the City worked through various versions of the draft, staff wanted to make sure that common language was being used and was easily interpretable. He indicated that there were references to Virginia Code Section 15.2-953 for good reason, to actually be able to refer to that specific Code Section and review the language, but he believed clarity could be added to help navigate roles in a public setting by providing examples. He indicated what the City should avoid was improprieties as it related to Council failing to recognize when one may be in a position of paying for a meal and the actual definition of that payment for the meal was interpreted as a gift. He advised that City Attorney Owens and his staff were working hard to ensure that Councilmembers were safe from making that mistake when it was a legitimate business expenditure, and was supported a governmental purpose. He believed there was room to build out that definition, so that examples could be provided to make sure that it was clear. Mayor Jones indicated the handbook was a work in progress, but needed to be updated.

Councilman Long recalled being told that only City employees could use the City card for business with other city employees. He questioned whether a meeting with the President of the Virginia Peninsula Community College to discuss Workforce Development would qualify. Would the handbook expand to include a similar meeting as a part of City business? Mayor Jones replied yes, he indicated he read language in the Code multiple times and it was too gray. He indicated new language should not restrict Council for doing City business and actually provide more parameters and more guidance.

#### **4) Table Budget**

Mayor Jones advised that Councilwoman Vick had been on City Council for numerous years and had seen the table budget used in multiple ways. The table budget would be brought back to the City Council budget from the Office of the City Manager. He indicated that currently there would be an event, the City would purchase a table and then try to fill that table. He had attended to a few events and there had been a table oversubscribed and Councilmembers stood, or there was only one person at the table. The City needed to do better job, particularly if the City invested in an expensive table, it was important to have the right people invited, additionally which nonprofits were being sponsored. He recalled that each Councilmember got their own table budget in the past and inquired about the pros and cons.

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Councilwoman Vick advised that since she was elected to Council in 2008, current Councilmembers were being invited to more events. She believed because of the diversity of the Council many people were emerging with different non-profit organizations with two or three galas each weekend. Those non-profit organizations were expecting City Councilmembers to attend, but the galas costs had increased. She added in the past years, some of the organizations were heavily endowed enough to gift tickets to the City Council. She shared that some organizations wanted Council to attend events/galas for publicity, in order to help them attract people, because people wanted to come and see the City Council. She believed that it was important to remember that times had changed, and the arena of politics had changed. Councilwoman Vick recalled that each Councilmember had a \$2,000 budget and had decided what events they would attend. She indicated there was not a lot of confusion and Councilmembers could view their own budget and determine to what they could spend or not spend. Council did not have to purchase an entire table. Individual tickets could be purchased and she believed that was a good policy. City Attorney Owens advised that the City could give money to nonprofit organizations that were located in Newport News or provided services for Newport News citizens. He indicated that some of the invitations for Councilmembers were from organizations that did not qualify; it would need to be vetted before tickets were purchased. Councilwoman Vick questioned whether Council could attend Hampton events. City Attorney Owens replied, it depended on whether the organization provided services for Newport News citizens; if the organization provided services, the City could donate money.

Vice Mayor Bethany questioned whether the goal was to have the table budget included in the handbook with some kind of explanation. Mayor Jones replied yes, the plan was to include the guidelines for the table budget in the handbook, but it was a work in progress. He reiterated that the table budget would be moved from the Office of the City Manager to the City Council or Office of the City Clerk where it could have its own line item in the budget. He preferred line items in the budget, because it was visible and easier to track. Mayor Jones believed the City had done a good job cutting back on last minute requests. The City Council needed to continue to have more visibility and save more money moving forward. He advised that Acting City Manager Archer would return with appropriate language. Vice Mayor Bethany inquired whether or not this policy was for all throughout the City, because different departments could potentially purchase a table. If this was to be included in the handbook, he believed it should be clear to everyone. Acting City Manager Archer shared that staff was compiling background information to help develop the proper language with the help of the Department of Budget and Department of Finance. He advised that staff was gathering two years' worth of data to gain a better understanding of how the sponsorships had been secured and those events that Council could anticipate which were routine and attended annually. He believed the decisions should be made around would be qualified charitable gifts to those nonprofit organizations. He advised for an example, that table sponsorships, could be the Hampton-Newport News Community Services Board (HNNCSB), which was a state sponsored and local government supported agency that provided services to Newport News citizens such as HNNCSB. He shared that HNNCSB typically hosted a Thanksgiving Dinner and a number of City staff members served on that board, whether it was governmental employees or Councilmembers for support. Also, the participation in the Chamber of Commerce's State of the City address which was routine where Council and key staff provided support to neighboring municipalities.

Councilman Long shared that he liked the idea of the table budget and bringing it under the City Council, but questioned the effect on the single ticket items. As mentioned by Councilwoman Vick,

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Council was invited to many different functions and were not all attending every function at the same time. Mayor Jones replied that ideally he would like to see that in the next budget with its own line item.

#### **5) Travel**

Mayor Jones shared that four Councilmembers and Acting City Manager Archer had attended the National League of Cities (NLC) City Summit in Atlanta, Georgia November 15 – 18, 2023. He received several telephone calls and was advised of some difficulties with the credit cards not working at the hotel. He believed that in order to make the travel process more efficient, that the City would outsource to a more neutral party. Mayor Jones advised after discussions with Acting City Manager Archer it was decided that a third-party travel agent could provide the necessary service. Acting City Manager Archer shared there were some efficiencies discussion with Council and he was working with the Finance Department to include an approved third-party vendor for airline reservations and lodging in an effort to streamline the process. He indicated this was a process that took place in many other government agencies to utilize that type of service and secondly, to have a point person. Acting City Manager Archer indicated he would borrow a term from a colleague in local government who had been in the local government a long time, naming a “Czar.” He indicated that the City needed a travel Czar, someone that was on point for ensuring that paperwork was appropriate and in place. The City had individuals who were doing that now, but believed it could be improved, to enable a friendlier and easier process to navigate.

Mayor Jones advised that the idea was for all five of the items discussed to be cleared up and made easier for everyone involved. He reiterated the handbook would be updated to include the language on the electronic meetings, Statement of Economic Interests, expanding language about business meals, Budget/Finance adding a line item for a table budget, and to include a third party vendor for travel. If there was consensus on the handbook updates as discussed, the handbook was done and Council would be ready to adopt the handbook at the December 12, 2023 Regular City Council meeting.

Councilman Eley believed it was a great idea have a handbook which included a lot of good information. He appreciated all of the hard work. Acting City Manager Archer also thanked staff who helped develop the document. He advised that the discussed items would be updated to include appropriate language and reiterated that the handbook would be on the December 12, 2023 Regular City Council meeting for adoption.

[City Council Handbook Draft - 11.28.2023 - Pdf](#)

#### **VI. Comments/Ideas/Suggestions**

Vice Mayor Bethany advised that he had a great experience at the National League of Cities (NLC) City Summit held in Atlanta, Georgia November 15 – 18, 2023. He learned a great deal and was able to collaborate with peers from across the country and address similar issues that were unique to different localities. He indicated it was a great experience and a great opportunity for Council to continue to bond together as a team. He shared that he would provide an email regarding the different sessions he attended. There was a plethora of knowledge shared. Vice Mayor Bethany gave a huge shout out

**Draft**

to the Newport News Youth Delegation; who also attended and did a phenomenal job representing the City. He looked forward to hearing their feedback.

Councilman Long shared that he also enjoyed the NLC City Summit. There were two topics he heard over and over again, Artificial Intelligence (AI) and housing. He advised that he would send a report. He believed AI should be use to fill hard-to-fill jobs in the City. Additionally, AI could be used to make sure our strategic priorities were in-line with the City's Codes. He reiterated that a great deal of good information was provided at the NLC City Summit.

Councilwoman Vick indicated that NLC was a great experience and one of the big items was Mental Health. She shared that NLC offered an array of good workshops on different subject matters.

Acting City Manager Archer advised that he also enjoyed the NLC City Summit. He indicated he tried to blend in with other elected officials. NLC was very good. He had attended many sessions. He shared that he focused on the public safety tracks and sent Chief Drew dozens of emails. He was particularly interested in building what was generally coined as "Integrated Public Safety Solutions" to understand the root cause of violence. There were numerous cities that provided examples about how they were taking data from across the organization to understand the root cause of crime, in order to build widespread community support and diminish the demands that many of our police officers have every time they respond to a call for service. He shared that he took away some great ideas from a number of sessions and looked forward to having more conversations with staff and Council.

Mayor Jones shared that the Consultant Team of the Bloomberg Harvard City Leadership Initiative would meet in Newport News on Monday, December 4, 2023 and invited City Councilmembers to participate. He advised that 15 community members were selected, to participate, to include faith-based leaders, developers, schools, etc. He indicated that every single metric had been hit. He shared that ideally they were going to have a team of 15, and try to mold a team of 8 that would travel to New York City to represent the City.

Mayor Jones thanked Acting City Manager Archer and City staff for working on the City Council Handbook under a tight timeline with multiple revisions.

Mayor Jones advised that he traveled to Washington, DC on November 13 – 14, 2023, to lock down the funding for Jefferson Lab. He shared that he was not able to schedule time with Ms. Jennifer Granholm, Secretary of Energy, but was able to talk to representatives of the Department of Energy (DOE). Everyone talked about Jefferson Lab as a \$300 to \$500 million investment. He inquired how the City could make sure that it maximized the full half a billion dollars. Mayor Jones indicated that DOE Representatives wanted to visit Newport News to see how STEM was connected to Jefferson Lab. He believed it was important that the City talked about Brooks Crossing which was going to be a part of connecting the entire ecosystem. He shared that they were interested and excited and he wanted to ensure that Newport News received the full abatement for Jefferson Lab.

Mayor Jones advised that he met with Senator Kaine about National Defense Authorization Act (NDAA) funding. He shared that when we talk to the military base commanders, they voiced concern about child care. He indicated that the Cities of Norfolk and Virginia Beach requested to be included next

**Draft**

time in the federal budget for more funding for military child care, which he wanted for the City of Newport News. He shared that Senator Kaine offered to carry the requested legislation. Additional discussions were held about the Defense Community Infrastructure Pilot Program. He indicated they discussed resiliency in housing. Senator Kaine was committee chair, and would be able to carry that federal legislation.

Councilman Long questioned when the City's Resilience Consultant Team would return with findings, because he believed some of the information the City received from that team should be in the Defense Community Infrastructure Pilot Program. Acting Assistant City Manager Eoghan Miller was invited to provide information.

Acting Assistant City Manager Miller referred to the Bloomberg American Sustainability Cities Program; advised that the City submitted the proposal before Thanksgiving and was hoping to hear whether the City would be invited to participate in that cohort in 2024. He indicated the City would like to look at environmental piece. Councilman Long advised that he was referring to Resilience Town Hall Meeting that dealt with the flooding and storm water resilience. Acting Assistant City Manager Miller advised that additional input from engineering and others involved would be forthcoming. Mayor Jones shared that Council made the decision earlier to bring on a Federal Lobbyist and the City wanted to ensure that return on investment could be made. He indicated that the City spent money and now needed to get that back in grants. He believed this was the opportunity to have a junior Senator who would carry legislation for the City. It was important that the City applied for those grants.

Mayor Jones shared this was going to be the last time in a while that there was a surplus in the state budget. He believed there would be approximately \$1 billion in surplus and he would like the City to investigate the capital projects for Jefferson Lab. He indicated that Newport News should receive a portion of that surplus to go all in on Jefferson Lab and further believed some of the funding should be used for capital projects. He requested that Ms. Jerri Wilson, Intergovernmental Affairs Manager, talk to our legislative Delegation.

Mayor Jones advised that President Joe Biden and the Environmental Protection Agency (EPA) made an announcement that \$2 billion in grant funding would be available for Environmental Justice. He believed the City would be the perfect candidate for the Environmental Justice funding when discussing climate resiliency and the coal concern in the Southeast. The \$2 billion grant would be flagged by the City's Federal Lobbyist, and he would talk to the EPA in January 2024 during his next visit to Washington, DC. He advised that the City would submit the grant application. The \$2 billion would be a great help to address the coal concerns in the Southeast Community.

Councilman Long inquired about the air quality study and when the City could see the results. He recalled there were monitors placed throughout the City to determine the air quality. Mr. Craig Galant, Director, Department of Engineering, shared that currently the air quality study would go through the Department of Environmental Quality (DEQ). He advised that DEQ had not secured where the location of the sites, and the process for air quality monitoring was not up and running to-date. Mayor Jones believed with the \$2 billion from the EPA, the City could mitigate the coal concerns for the Southeast Community.

***Draft***

**VII. Closed Meeting**

**(6:10 p.m. – 6:50 p.m.)**

**VIII. Adjourn**

THERE BEING NO FURTHER BUSINESS  
ON MOTION, COUNCIL ADJOURNED AT 6:50 P.M.

Zina F. Middleton, MMC  
Chief Deputy City Clerk

Phillip D. Jones  
Mayor  
Presiding Officer

A true copy, teste:

City Clerk

# FY 2024 General Fund Forecast

BASED ON FIRST QUARTER RESULTS

City Council Work Session

November 28, 2023



# Overview

Page 24 of 132



Fiscal Year 2024 General Fund Forecast  
**First Quarter Review**  
*as of September 30, 2023*

# Budget - \$606 million

- **Major Taxes collected in 2<sup>nd</sup> Quarter, beginning in November 2023**
- **Revenue projections for major taxes based on receipts to date, prior years collection patterns, and year-end results**

# REVENUE Performance

Page 26 of 132

# Major General Fund Revenues

	<u>Budget</u>	<u>Variance</u>
<b>Real Estate Tax*</b>	<b>\$263.9m</b>	<b>On Target</b>
<b>Personal Prprty*</b>	<b>\$ 67.7m</b>	<b>On Target</b>
<b>Machinery &amp; Tools</b>	<b>\$ 28.8m</b>	<b>On Target</b>

# Major General Fund Revenues

	<u>Budget</u>	<u>Variance</u>
<b>Sales Tax*</b>	<b>\$32.0m</b>	<b>On Target</b>
<b>Meals Tax*</b>	<b>\$32.0m</b>	<b>On Target</b>
<b>Tax on Deeds</b>	<b>\$ 2.2m</b>	<b>(\$400k)</b>
<b>BPOL**</b>	<b>\$20.6m</b>	<b>TBD</b>

## Projected FY 2024 General Fund 1st Quarter Revenues

# Projected Revenue Shortfall

(\$2.1 million)

or (0.4%)

Page 29 of 132

# EXPENDITURE Activity

Page 30 of 132

# Major General Fund Expenditures

	<u>Budget</u>	<u>Variance</u>
<b>Salaries &amp; Benefits</b>	<b>\$280.6m</b>	<b>+\$5.7m</b>
<b>Contractual Svcs</b>	<b>\$ 26.2m</b>	<b>(\$1.2m)</b>
<b>Materials &amp; Supplies</b>	<b>\$ 42.2m</b>	<b>+\$175k</b>
<b>All Other Expenses*</b>	<b>\$258.9m</b>	<b>+\$238k</b>

# Projected FY 2024 General Fund 1st Quarter Expenditures

## Projected Expenditure Savings

**\$4.8 million**

**or + 0.8%**

Page 32 of 132



# Combined Balance

Page 33 of 132

Fiscal Year 2024 General Fund Forecast  
**First Quarter *Review***  
*as of September 30, 2023*

# 1st Quarter Projection Combined Projected Surplus –

**\$2.7 million**  
**or + 0.5%**

- Preparing for potential Recession – timing is everything
- Most Revenues anticipated to be collected as estimated, some minor fluctuations
- Will monitor Expenditures closely over next quarter to ensure remain with budget; impact of inflationary activity is closely watched

# Questions?



# Brooks Crossing Innovation & Opportunity Center

City Council Work Session

November 28, 2023



# Opportunity Center Overview

# BCIOC

## One Stop Business Model

- A one-stop shop is an organization that offers multiple services or products to customers. The business strategy behind the one-stop shop is to provide convenience and efficiency to clients, gaining loyalty as a recognizable value.

Page 38 of 132

# Our Service Philosophy

**Lower stakeholder cost, better communication, quick turn around, and better service fit.**

- Bringing together services in one location can benefit citizens- families in accessing employment, education and training, credentialing, transportation, referrals, and other needed services.

Page 39 of 132

# Solving the Core Problem

- **Core Problem**
  - Under Employed Citizens
  - Unskilled Job Seekers
  - Local Industry Skill Gaps
- **Solution: BCIOC Services**
  - Career Coaching & Job Placement
  - Industry Training Resource & Touch Points
  - STEM Related Resources & Exploration
  - Hiring Events





# Our Vision

A large, stylized orange handprint graphic is centered on the page. The handprint is composed of several thick, curved orange lines that form the fingers and palm. The background is a solid orange color.

# Our Vision

*We strive to be the leading career center for delivering comprehensive, innovative, and inclusive career and employment services in Newport News and beyond.*



# Our Core Services Include...

- Career Coaching
- Skill Assessments & Job Matching
- Career Development & Training
- Professional Development
- Business Development



# Our Partners



# Operational Highlights

## Navigating Wealth Building

- Successfully completed 20 cohorts
- 108 program completers
- 133 received credentials
- 81% job placement rate
- Cohort 21 completed September 2023
- Cohort 22 ends November 30th
- Success rate is meeting or exceeding





## Successful Hiring Events

- YTD Job Offers = 192
- 3 onsite events since Quarter 1
- 5 more scheduled thru 2024
- **Some of our Employers:**
  - Huntington Ingalls Industries
  - Virginia Department of Corrections
  - Newport News Public Schools
  - Newport News Redevelopment and Housing Authority
  - Newport News Public Works
  - Newport News Human Resources
  - Amazon



## BCIOC Hosted 3<sup>rd</sup> Annual STEM

BCIOC has hosted the last three Annual STEM Exploration events. This year's recent event involved 45 exhibitors and over 722 visitors who enjoyed hands-on STEM activities and engagement. This number shows a 52% increase over 2022 and a 260% increase over 2021.

COASTAL VIRGINIA  
**STEM**  
ecosystem





Hosted: Virginia Secretary of Commerce & Trade, Karen Merrick



Hosted: Acting U.S. Secretary of Labor, Julie Su



# Growth Strategies & Initiatives

## Community Outreach & Marketing

- ☐ Plan visits to faith-based organizations
- ☐ Southeast Community First - then expand to other parts of the city
- ☐ Joint marketing ventures with VPCC and select partners
- ☐ Plan visits to non-profits and third sector organizations



# BCIOC New Programs & Expansions

- AARP Senior Employment Services

December 2023

- Expanding Hampton University Osher Life Learning

January 2024

- BCIOC Virtual Welding Workshops

Begin January 2024



Questions?



# Brooks Crossing iLab

Page 55 of 132

## Innovation iLab

Brooks Crossing Innovation Lab (iLab) is an instructional hub for STEM learning driven by team building and collaboration allowing opportunities for students and people of all ages, abilities, and disciplines to learn by designing creative solutions to real-world problems.

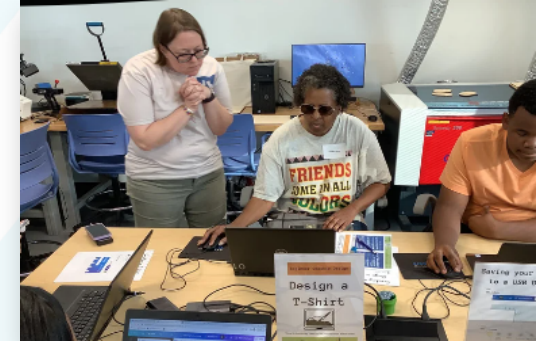
Page 56 of 132





## Innovation iLab

- Summer 2023 hosted **455** youths and **327** adults through camps, educator support events & other initiatives
- **150** attendees at **5** community events
- Design Thinking workshops and outreach
- Summer iLab partnerships include:
  - NNS, New Horizons, City of Newport News, VPCC, Newport News Public Schools, Hampton City Schools, and more



## Fall Programming

- **Robust series of fall workshops, field trips, & camps**
  - 17 field trips – 415 students
- **Family/community/teen events/outreach:**
  - Youth Innovators; Open Makerspace; DJing Basics; Music Makers; CyberCode Academy; Coding Camp; Family Makerspace Series; COVA STEM; Virginia Air & Space; School Open Houses

Page 58 of 132

# 2024 Plans

## Great Opportunities in Technology and Emerging Careers

- Lab anticipated to be ready January 2024
- 8 school divisions participating with the iLab GO TEC initiative
- Maritime infusion in the curriculum
- K-12 camps, community workshops

## Spring 2024 Makerspace Series

- Sponsored by Verizon
- K-12 & Community programming

## NNPS Partnership

- STEM field trips ongoing
- Teacher professional development
- STEM Nights at the iLab



Questions?

# Greater Hilton Area Plan

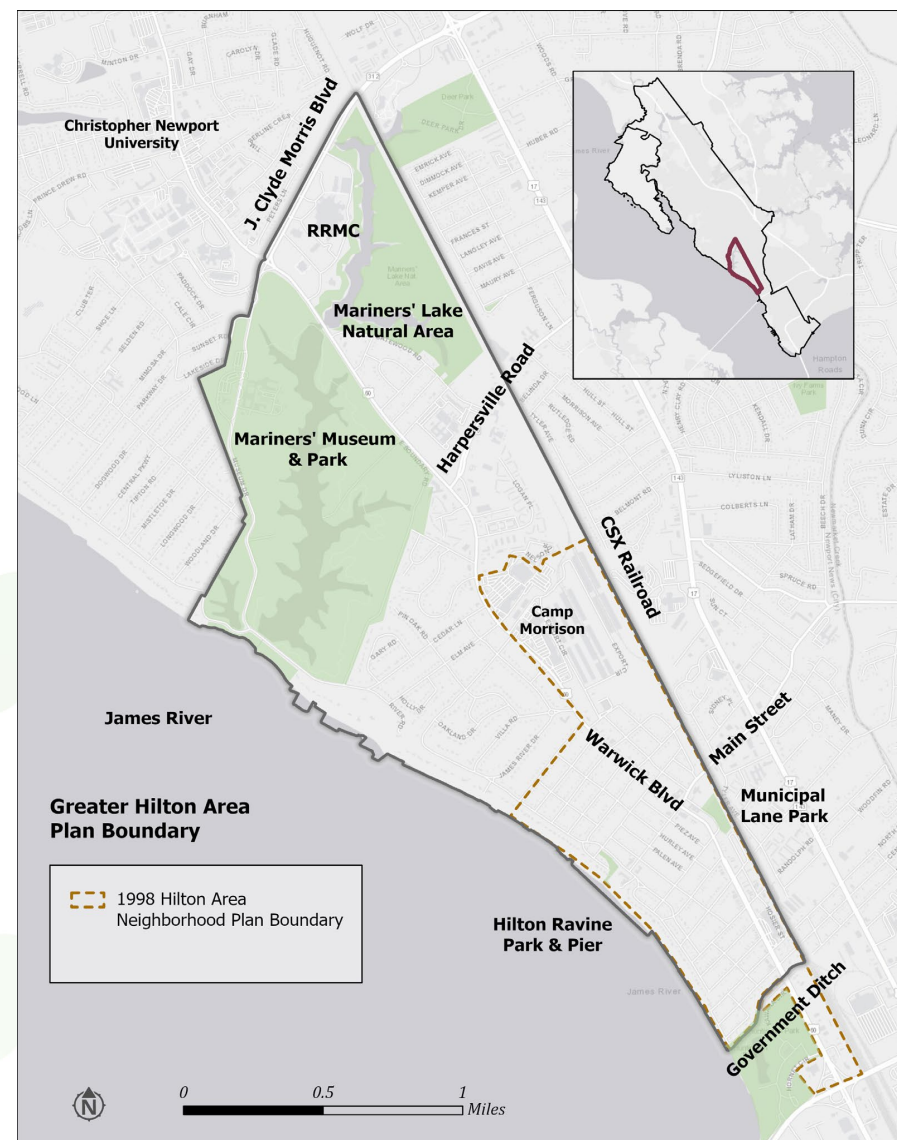
City Council Work Session  
November 28, 2023





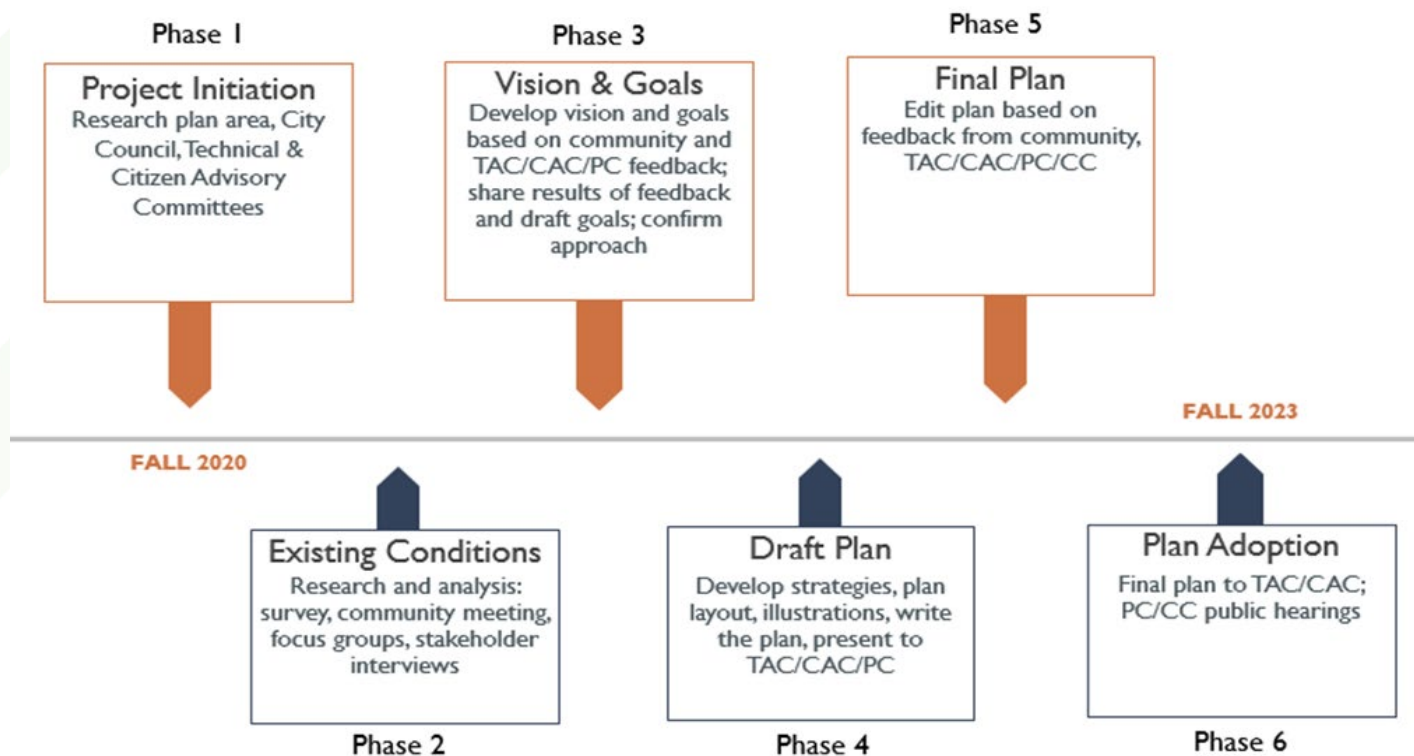
# Plan Area

- Total of 2.8 square miles (1,790 acres)
- Boundaries: J. Clyde Morris Blvd., James River, Government Ditch, and CSX railroad
- Expansion of 1998 plan boundary



# Planning Process

## PROCESS & TIMELINE



# Community Engagement

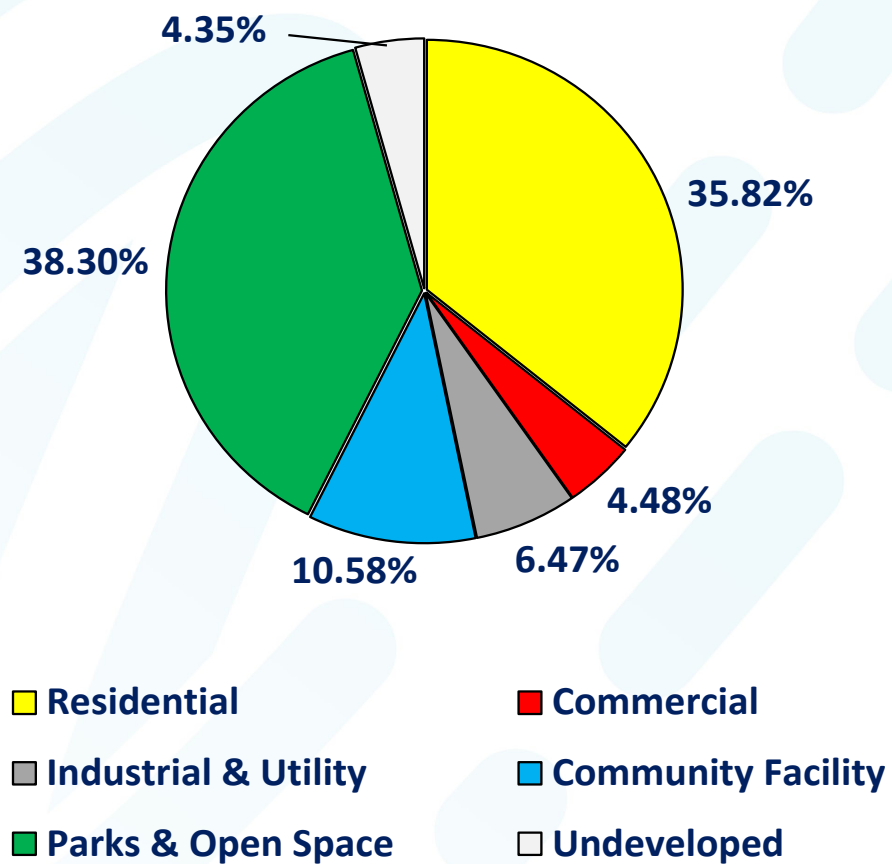
- **Citizen Advisory Committee**
- **Technical Advisory Committee**
- **Community Meeting**
- **Public Engagement Survey**
- **Focus Groups**
- **Stakeholder Interviews**

*(10+ meetings total 2020-2022)*





# Existing Land Use



# Vision

***Greater Hilton is a community where everyone is welcome to live, work and play. It is connected by green spaces and common areas; it holds immense historical and cultural significance; and is anchored by neighborhoods and thriving businesses.***

Page 66 of 132

# Neighborhood Sectors

Page 67 of 132



# Planning Themes

- 1) Character Preservation & Enhancement
- 2) Economic Empowerment
- 3) Safe Environment & Accessibility
- 4) Community Connections



*Historic architecture*



*Redevelopment potential*



*Pedestrian safety*



*Community assets*



# Plan Goals

## Theme: Character Preservation and Enhancement

**Goal: Preserve historic fabric and neighborhood character**

- **Promote use of Façade Improvement grants and Residential Rehabilitation Property Tax Abatement**

**Goal: Enhance streetscape elements along the Warwick Boulevard corridor**

- **Improve alleyways and maintain urban tree plantings**



*Historic commercial buildings and streetscape of Hilton Village*

# Plan Goals

## Theme: Economic Empowerment

Goal: Improve Rivermont commercial area.

- Arts District Overlay
- Architectural and signage guidelines

Goal: Explore redevelopment opportunities.

- UPS Call Center
- Other vacant buildings



*Vacant bank with drive-through*



*Contemporary Arts Network murals*



*Mid-Century Modern architecture & signage*





*Concept drawing of outdoor activity areas in front of former UPS call center*



*Concept drawing of outdoor seating area behind firehouse*



# Plan Goals

## Theme: Safe Environment & Accessibility

**Goal: Establish Warwick Boulevard as a safe multimodal transportation corridor.**

- Reduce pedestrian-vehicular conflicts.
- Enhance bicycle and pedestrian connectivity, safety, and accessibility.

Page 73 of 132



*Bike-friendly setting*



*Existing Warwick Blvd.*



*Buffered bike lane option*

# Plan Goals

## Theme: Community Connections

**Goal: Expand and enhance community & cultural facilities.**

- Improve access to and visibility of recreational areas and natural features.
- Explore opportunities for developing additional public parks and recreational facilities targeted at young adults



*Newport News Police Museum*

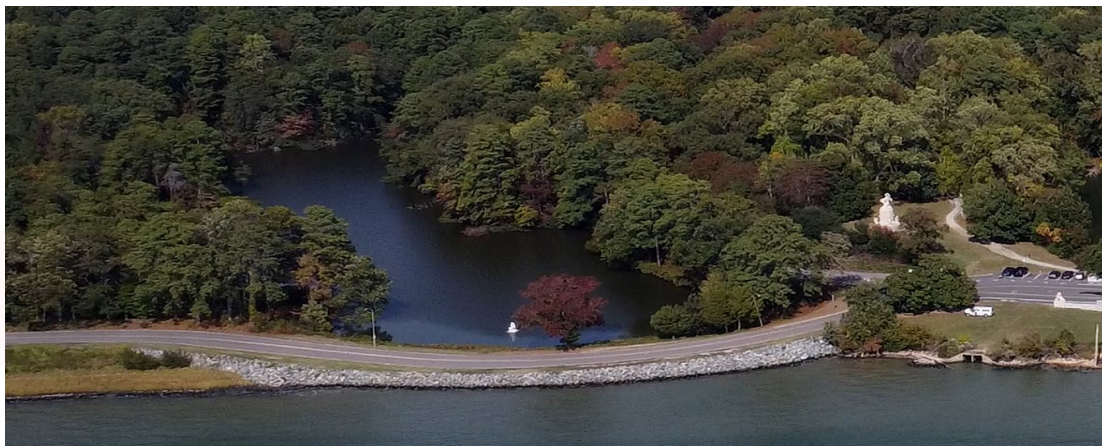


*Unused parking lot (redevelopment potential)*



*Space for amenities in Municipal Lane Park*





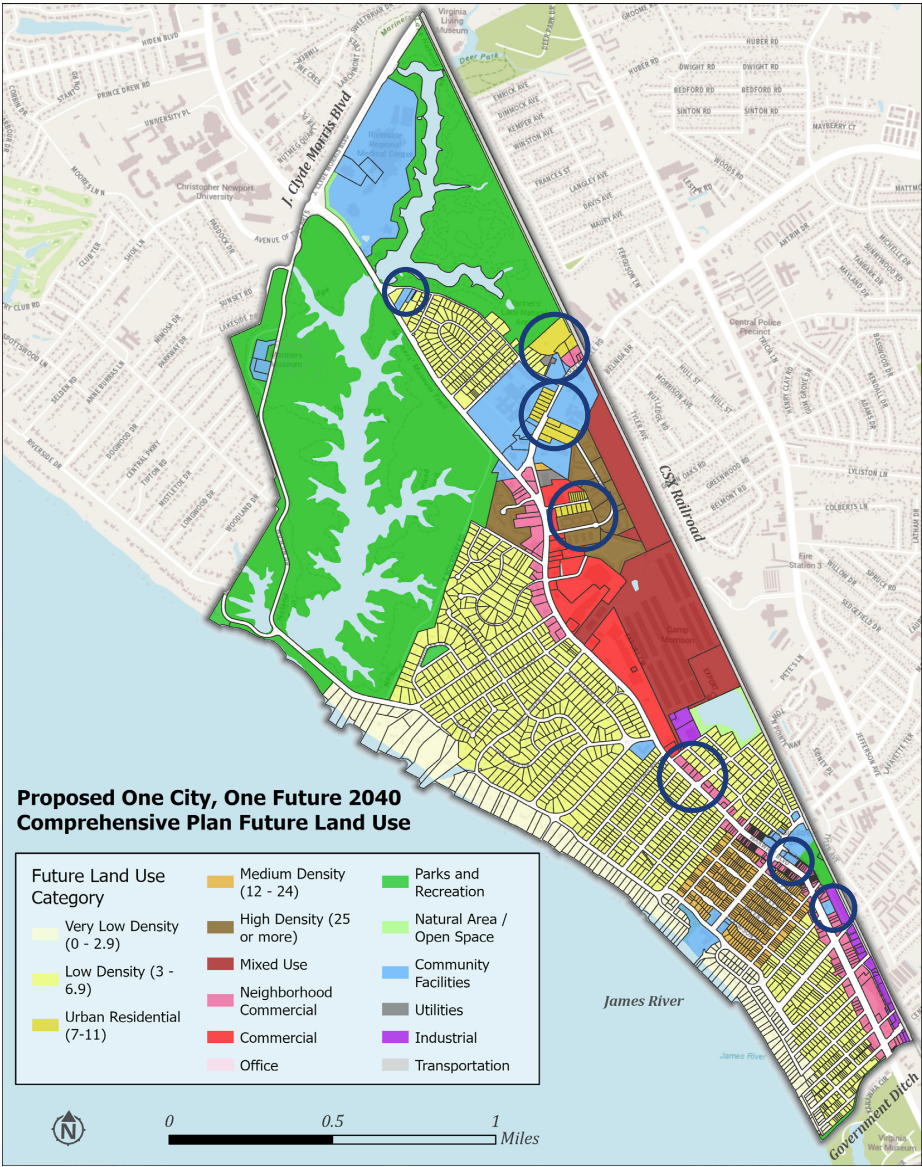
Concept drawing of Museum Parkway boardwalk

# Future Land Use Map Recommendations

Page 76 of 132

# Proposed Future Land Use Map

Page 77 of 132



# Questions?

# Virginia Enterprise Zone Program

City Council Work Session

November 28, 2023

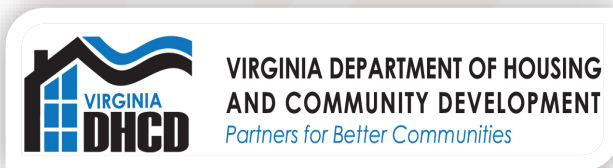




# What is the Virginia Enterprise Zone Program (VEZ)?

- Established by the Virginia General Assembly in 1982
- A partnership between state & local government for designated areas
  - Promotes development & redevelopment in economically distressed areas
  - Leverages private sector investment when combined with other programs
- Managed by Virginia Dept. of Housing & Community Development (DHCD)

Page 80 of 132





# What are requirements to receive/maintain a VEZ?

- Localities must submit thorough application to include:
  - Overall economic restructuring strategy for the locality & proposed zone
  - Local incentives to help stimulate real property improvements & job creation
- Localities must promote & market the VEZ program
  - Companies must utilize both state & local incentives
- Localities must complete annual reports for VEZs
- Localities must update and/or amend local components to conform to state changes
  - Ex., Residential properties are no longer eligible

# What is the application/amendment process for a VEZ?

- The application is...
  - Presented in a series of **Public Hearings**
  - Endorsed by **City Council** with support of the EDA
  - Reviewed and **recommended** by DHCD
- **Designated** by the Governor of Virginia
- Codified by **City Code**

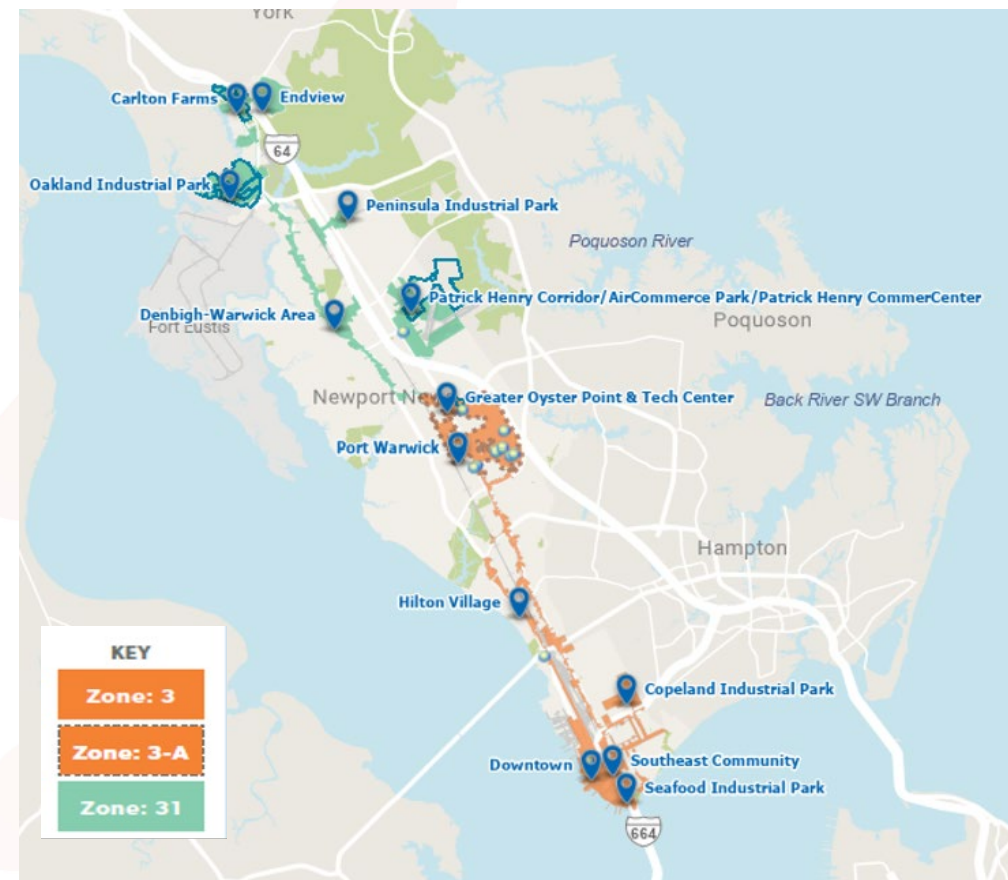


# Where are Newport News' VEZs ?

- **VEZ #3**
  - Designated in 2004 for 20 years
  - Expires December 31, 2023
  - Eligible for 1, 5-year renewal
    - Renewal application submitted Oct. 6<sup>th</sup>

## VEZ #31

- Designated in 2015 for 10 years
- Expires December 31, 2024
- Eligible for 3, 5-year renewals
  - First renewal application due Fall 2024



# What do Newport News' VEZs offer?

- **State incentives**

- Job Creation Grant (JCG)
- Real Property Investment Grant (RPIG)

- **Local incentives**

- Expansion/Relocation Cost Reduction Incentive (ERCR) Grant
- Partial Refund of:
  - Business, Professional & Occupational License (BPOL) Fee
  - Local Utility (Gas & Electric) Taxes
- Waiver of Building Permit & Development Fees for certain redevelopments


- **Other Incentives with reduced qualifying thresholds or added benefits.**

- Commercial Rehabilitation Property Tax Abatement (CRPTA)
- Façade Improvement Grant (FIG)

# How does Newport News market the VEZs?

- **Website**
- **Direct mail campaigns**
- **Workshops & webinars**
  - “How to Qualify/Apply”
- **One-on-one meetings**
  - Existing businesses
  - Prospective companies
- **Community Partners**
  - CPAs
  - Bankers
  - Commercial Realtors






You may be eligible for the state's Job Creation Grant.

If you added four or more new jobs to your payroll in 2022 and are a for-profit business, visit:  
[www.InvestNewportNewsEnterpriseZone.com](http://www.InvestNewportNewsEnterpriseZone.com).

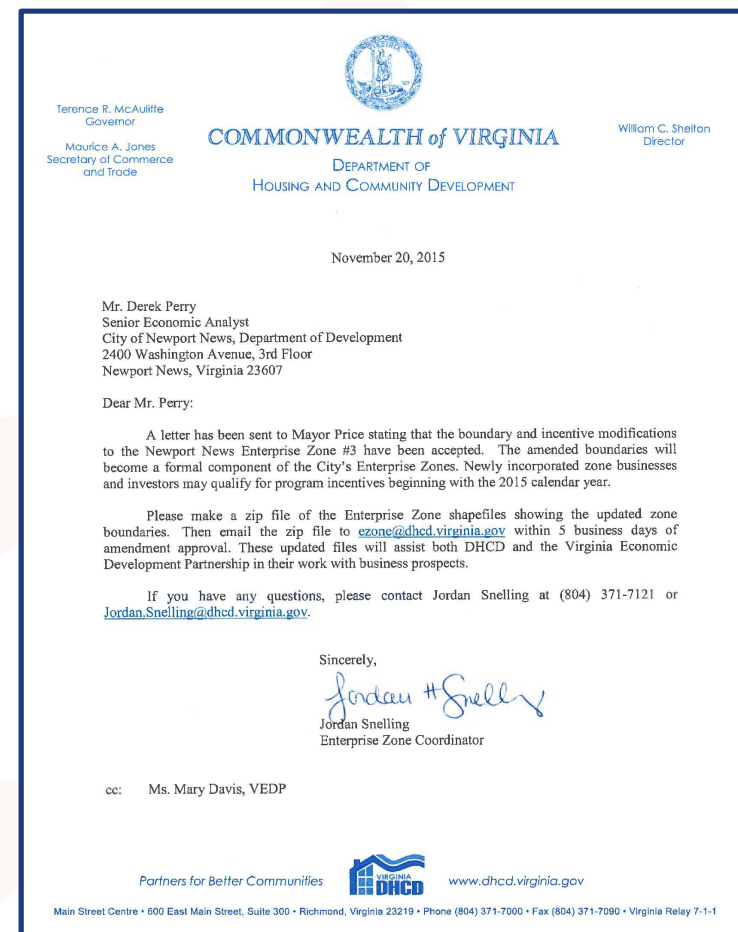
Applications are due  
April 3, 2023



# What are next steps to updating VEZ boundaries?

- **Staff**
  - Evaluation underway
- **City Council**
  - Approval in 2024
- **DHCD**
  - Review & recommend
- **Governor's office**
  - Approval
- **City Code**
  - Staff to initiative applicable update(s)

Page 86 of 132





## In summary, the VEZ Program is...

- A **partnership between state and local governments.**
- A **tool to facilitate development & redevelopment.**
- An effective **way to stimulate job creation & investment.**

Page 87 of 132

# Questions?





DRAFT 11.21.23

CITY OF NEWPORT NEWS  
CITY COUNCIL  
HANDBOOK



Adopted January XX, 2024  
Revised every two years  
Latest Revision DATE, YEAR

**DRAFT 11.21.23**

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FOREWORD

DRAFT 11.21.23

Serving on a city council is one of the most demanding tasks a citizen can perform, especially in a city as large, as diverse, and as complex as the City of Newport News. Council members are pulled in many directions, are often called upon, and (due to the very nature of decision-making) are often subject to criticism. Serving on a city council, however, is also one of the most rewarding tasks a citizen can perform.

Compared to the federal, and even state level, municipal decisions most directly affect people in the community. Decisions made about local infrastructure, education, zoning, housing, public safety, development, transportation and taxation directly affect each of your fellow citizens, your neighbors.

We hope this handbook will offer information, and perhaps a few suggestions, that will make your decision-making job easier. Obviously, no handbook can possibly touch upon every relevant subject, as the real world is a dynamic, nuanced and complex place. But it does include a good overview of what we think are the most important subjects, to include, Council structure, meeting procedures, strategic priorities, and a budgeting overview in addition to other topics that may come up from time to time.

Of course, if you don't find what you need within these pages, or if you need clarification of what information is provided, we are ready to assist you in any way we can.

Working for your success,

**Alan Archer**  
Acting City Manager

CONTENTS

DRAFT 11.21.23

**FOREWORD ..... 1**

**TABLE OF CONTENTS ..... 2**

**INTRODUCTION ..... 4**

    City Council Oath of Office ..... 4

    Organization Chart ..... 5

    Voting District Map ..... 6

**PART ONE: CITY COUNCIL STRUCTURE AND FUNCTIONS ..... 7**

    Powers of City Council ..... 7

    Mayor and Vice Mayor Duties ..... 8

    Council-Manager Government ..... 8

    Strategic Plan ..... 9

    The City Manager’s Role in City Government ..... 10

    The City Clerk’s Role in City Government ..... 10

    The City Attorney’s Role in City Government ..... 11

    Council/Staff Relationship and Communications ..... 11

**PART TWO: CITY COUNCIL MEETINGS ..... 13**

    Regular Council Meetings ..... 13

    Work Sessions ..... 13

    Organizational Meeting ..... 13

    Special Meetings ..... 14

    Closed Session ..... 14

    Public Participation in Council Meetings ..... 15

    Meeting Procedures ..... 15

    Open Meeting Law ..... 19

    Electronic Participation ..... 20

DRAFT 11.21.23

**PART THREE: STANDARDS OF CONDUCT ..... 21**

Code of Ethics ..... 21

Conflict of Interest Rules ..... 22

Electronic Communications ..... 22

Financial Disclosure ..... 23

**PART FOUR: BUDGET ..... 24**

Purpose of a Budget ..... 24

Budgeting Principles ..... 25

Operating Budget ..... 25

Capital Budget ..... 27

Financial Policies ..... 30

City Council Expenditures ..... 31

**PART FIVE: CONSTITUENT SERVICE REPRESENTATIVES ..... 36**

Administrative Matters ..... 36

Prohibited Activities ..... 37

**PART SIX: APPOINTMENT PROCESS FOR  
BOARDS AND COMMISSIONS ..... 38**

Background ..... 38

Objectives ..... 38

Procedures ..... 38

List of City Boards, Committees and Commissions ..... 39

**APPENDIX ONE ..... 40**

INTRODUCTION

DRAFT 11.21.23

The Newport News City Council Handbook has been prepared to help elected officials of the City of Newport News carry out the duties and responsibilities of public office. The manual is intended to be used as a reference and includes excerpts from the Charter and Code of the City of Newport News, the Code of the Commonwealth of Virginia, City policies and materials provided to elected officials by the Virginia Municipal League.

Key sources referenced throughout include:

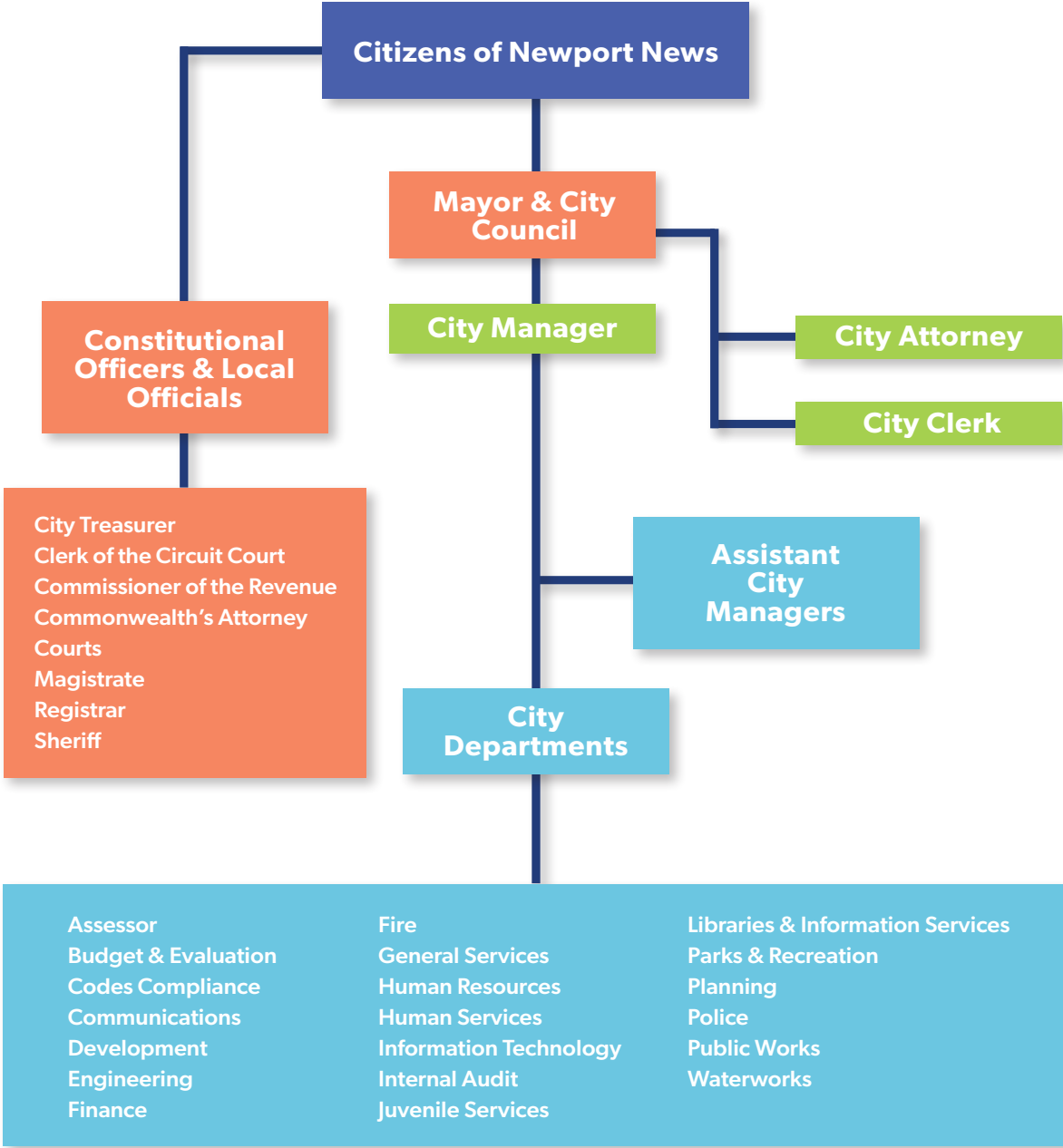
- **Charter of the City of Newport News (Charter)**  
[https://library.municode.com/va/newport\\_news/codes/code\\_of\\_ordinances](https://library.municode.com/va/newport_news/codes/code_of_ordinances)
- **Code of the City of Newport News (City Code)**  
[https://library.municode.com/va/newport\\_news/codes/code\\_of\\_ordinances](https://library.municode.com/va/newport_news/codes/code_of_ordinances)
- **Code of Virginia (Va. Code)**  
<https://law.lis.virginia.gov/vacode/>
- **Virginia Freedom of Information Act (FOIA)**  
<https://law.lis.virginia.gov/vacodepopularnames/virginia-freedom-of-information-act/>
- **Virginia State and Local Government Conflict of Interests Act (COIA)**  
<https://law.lis.virginia.gov/vacodepopularnames/state-and-local-government-conflict-of-interests-act/>
- **Robert’s Rules of Order (Robert’s Rules)**  
<https://robertsrules.com/>
- **Virginia Municipal League’s Elected Official Materials (VML)**  
<https://www.vml.org/Publications/Handbooks-Guides-Reports>

The City Council Handbook is to be adopted biennially by the City Council at its organizational meeting in January and thereafter can be amended by a majority vote of the elected members of Council, with the exception of those rules which are required by law. Once adopted, this manual constitutes Council policies and procedures in addition to those established by law.

CITY COUNCIL  
Oath of Office

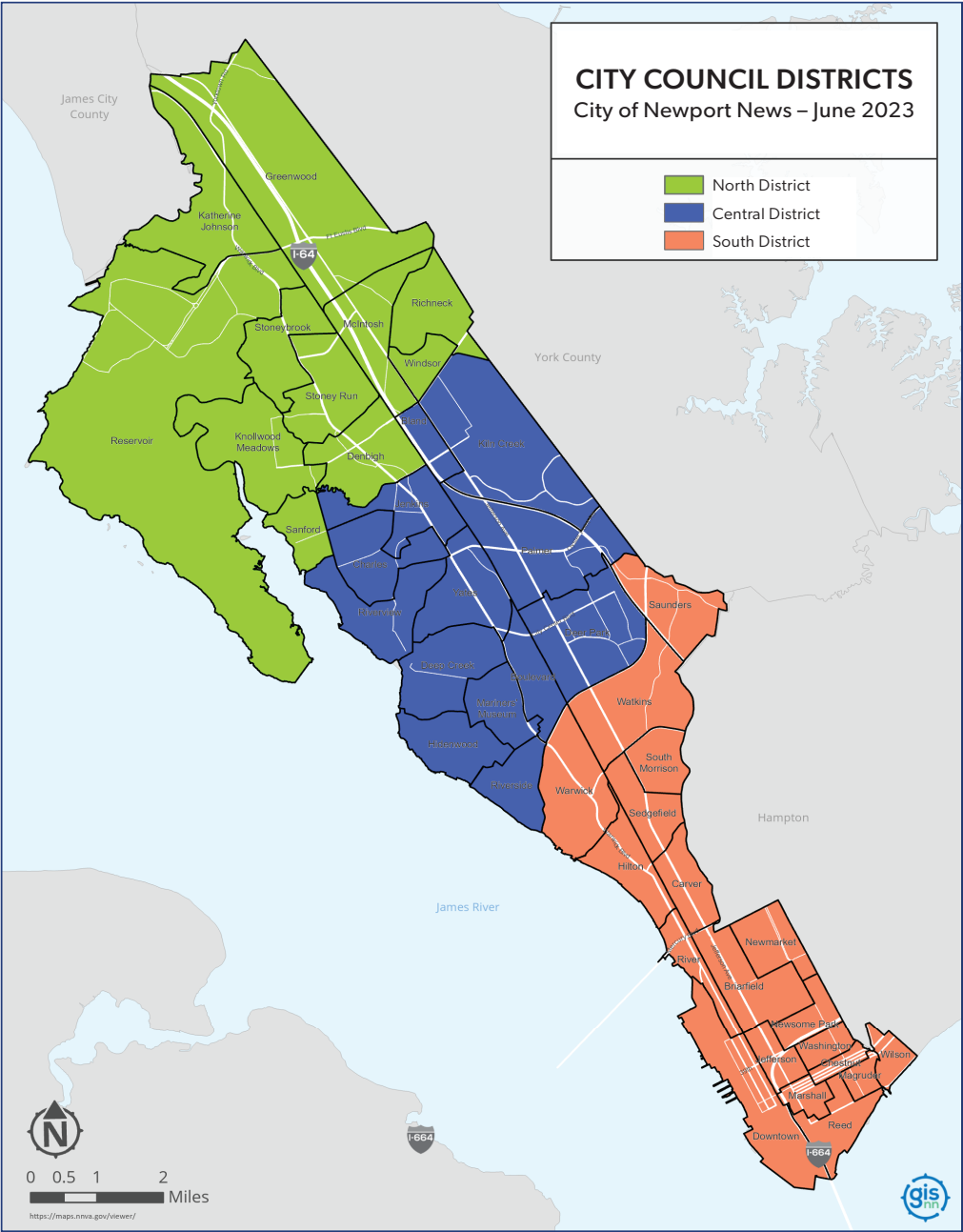
“I do solemnly swear (affirm) that I will support the Constitution of the United States, and the Constitution of the Commonwealth of Virginia, and that I will faithfully discharge and perform all duties incumbent upon me as a City Council member of the City of Newport News according to the best of my ability. So help me God.”

**ORGANIZATION CHART** 11.21.23





DRAFT 11.21.23  
VOTING DISTRICT MAP



DRAFT 11.21.23

CITY COUNCIL STRUCTURE AND FUNCTIONS

PART ONE 1

POWERS OF CITY COUNCIL

Local Government powers are conferred on the elected City Council by the Commonwealth of Virginia and the people of Newport News. Such powers are defined by the Charter of the City of Newport News, the Code of Virginia, and the Virginia Constitution. As interpreted by the Dillon Rule, localities are “tenants at will” of the state legislature, and depend on the Virginia General Assembly for their operating authority.

CITY CHARTER

Section 4.02: “The council shall be the policy determining body of the city and shall be vested with all the rights and powers conferred on councils of cities of the first class...”

In addition to the rights and powers conferred on “councils of cities of the first class” by the Code of Virginia, the Council has several powers enumerated in its Charter.

These powers include the ability to:

- Pass ordinances and resolutions that appropriate money, levy taxes, and require licenses
- Adopt an annual operating budget
- Pass emergency measures to preserve public peace, property, health and safety
- Choose the Vice Mayor from among Council members
- Fill vacant Council seats
- Appoint/remove the City Clerk, City Manager, and City Attorney
- Adopt Council meeting rules, set times, appoint Council officers and committees, compel member attendance
- Appoint/remove members and chairs of boards and commissions
- Inquire into the official conduct of any City office or officer under its control
- Create, abolish, reassign, transfer, or combine City functions, activities, or departments
- Order an independent audit of accounts, books, records, and other financial transactions of the City
- Fix the schedule of compensation for City officers and employees
- Prescribe the amount and condition of surety bonds required of City officers and employees
- Dedicate new public streets
- Prescribe some of the duties of the Treasurer and Commissioner of the Revenue
- Require the sale of delinquent real estate tax property
- Issue negotiable bonds and notes
- Pass zoning ordinances<sup>1</sup>

<sup>1</sup> Charter Secs. 2.06, 3.04, 4.02, 4.04, 4.05, 4.06, 4.08, 4.13, 4.14, 6.12, 5.01, 7.01, 7.02, 8.03, 8.14, 8.15, 10.02  
City Code Secs. 2-6, 2-11.1, 2-21.1, 40-202, 40-202.1

# CITY COUNCIL STRUCTURE AND FUNCTIONS

DRAFT 11.21.23

## MAYOR AND VICE MAYOR DUTIES

### Mayor

According to Section 3.01 of the Charter, the Mayor shall be elected at large by the qualified voters of the City. The Mayor shall preside over meetings of Council and be recognized as the head of the government for:

- All ceremonial purposes
- Purposes of military law
- Recognition by the Governor for military purposes<sup>2</sup>

### Vice Mayor

The Vice Mayor is chosen by Council peers at the first meeting of a newly elected Council to perform official duties in the absence or disability of the Mayor.<sup>3</sup>

## COUNCIL-MANAGER GOVERNMENT

The council-manager form is the most popular structure of government in the United States among municipalities with populations of 2,500 or more. Under this form, residents elect a governing body—including a Mayor—to adopt legislation and set policy. The governing body then hires a manager with broad executive authority to carry out those policies and oversee the local government's day-to-day operations. The City of Newport News has operated under the Council-Manager plan since 1920.



The council-manager form of government recognizes the critical role of elected officials as policy makers, who focus on mapping out a collective vision for the community and establishing the policies that govern it. This form also recognizes the need for a highly-qualified individual who is devoted exclusively to the delivery of services to residents. The structure is similar to that used by many corporations, in which the board of directors hires an experienced CEO, who is granted broad, executive authority to run the organization. These boards establish the company's overall policy direction, while the CEO oversees implementation of that policy.<sup>4</sup>

<sup>2</sup> City Code Sec 2-20

<sup>3</sup> Charter Sec. 4.03 & 4.05

<sup>4</sup> ICMA Council-Manager Form of Government <https://icma.org/sites/default/files/Council-Manager%20Form%20Brochure%20%28FINAL%29%2010-2019.pdf>

STRATEGIC PLAN

City Council provides a collective vision for the City through its Strategic Plan. Strategic planning provides a high-level roadmap for elected officials and city governments and presents a vision for the city, the mission of city government and high-level strategic priorities, goals and objectives to guide the use of city resources. The City of Newport News Strategic Plan includes three strategic priorities - People, Places and Government - and seven subordinate goals. Each of the seven goals has supporting strategic objectives with strategies and measures of effectiveness to track progress on achieving the strategic objectives.

The Comprehensive Plan, which is adopted every five years <sup>5</sup>, and the supporting neighborhood and area plans are more detailed companion documents that serve as primary tools to guide future investment in and development of the City for the next 20 years. The development, implementation and update of the goals in the Strategic Plan provide a means of sorting out priorities and is a major determinant and driver of the City’s budgeting process.

Updates to the strategic plan are typically done through a goal setting process every two years, with City Council’s adopted goals then becoming a guide for the two succeeding budgets. Newly elected Council members inherit a strategic plan, giving them time to become familiar with the workings of City government before charting the City’s Course.

NEWPORT NEWS VISION STATEMENT

“A diverse and prosperous waterfront city of science, technology, innovation and art where people come together as a vibrant, inclusive community.

Newport News Strategic Priorities and Goals

 	PEOPLE	<ul style="list-style-type: none"><li>1. Health, Safety &amp; Well-Being</li><li>2. Education &amp; Learning</li><li>3. Opportunity &amp; Economic Prosperity</li><li>4. Fun, Entertainment &amp; Culture</li></ul>
 	PLACES	<ul style="list-style-type: none"><li>5. Welcoming Communities with Connected Neighborhoods</li></ul>
 	GOVERNMENT	<ul style="list-style-type: none"><li>6. Quality Government &amp; Innovation</li><li>7. Environmental Stewardship &amp; Sustainability</li></ul>

<sup>5</sup> Va. Code Sec. 15.2-2230

# CITY COUNCIL STRUCTURE AND FUNCTIONS

DRAFT 11.21.23

## THE CITY MANAGER'S ROLE IN CITY GOVERNMENT

### CITY CHARTER

**"There shall be a city manager who shall be the chief administrative officer of the city and shall be responsible to the Council for the proper administration of the city government." Charter Sec. 5.01**

**"He shall be appointed solely on the basis of his executive and administrative qualifications, with special reference to his actual experience in or knowledge of accepted practice in respect to the duties of his office. The City Manager shall be responsible to the Council for the proper administration of all affairs of the city placed in his charge..." Charter Sec. 5.01**

The City Charter is an enactment of the Virginia General Assembly and is, therefore, state law specifically applicable to the City of Newport News. The City Charter delegates broad administrative power to the City Manager subject to Council's continuing review. Qualifications, powers, and duties of the City Manager are provided for in Chapter 5 of the Charter. Enumerated duties include the ability to:

- Have direction of and control over all departments of the City except as otherwise provided in the Charter
- See to the enforcement of City ordinances and state laws
- Execute, under the direction of Council, all contracts, deeds, and other papers
- Make policy recommendations to Council
- Keep Council advised on financial condition and future needs
- Prepare and submit an annual budget
- Prepare and submit a comprehensive financial report of activities of the City during the fiscal year ending on the preceding June 30
- Prepare and submit requested reports

## THE CITY CLERK'S ROLE IN CITY GOVERNMENT

The governing body of every locality in this Commonwealth shall appoint a qualified person, who shall not be a member of the governing body, to record the official actions of such governing body. The person so appointed shall be called clerk for the board of supervisors or council, as the case may be.<sup>6</sup>

The City Clerk is the clerk of the Council. Duties of the City Clerk are provided for in Chapter 4 of the Charter and in City Code. Duties include:

- Recording the proceedings of all meetings of the Council
- Acting as the custodian of all official records of the City

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<sup>6</sup> Va. Code Sec. 15.2-1538

- Acting as the custodian of the corporate seal of the City
- Coordinating Council travel, to include travel advances, ticket acquisitions, reservations, etc.
- Performing such clerical duties on behalf of the Council or its members as the Council may, by ordinance or resolution, prescribe
- Publishing such reports and ordinances as the Council is required by law to publish and such other reports and ordinances as it may direct

### THE CITY ATTORNEY'S ROLE IN CITY GOVERNMENT

The City Attorney is the legal advisor of the Council, the City Manager, and of all departments, boards, commissions and agencies of the City, including the School Board, in all matters affecting the interests of the City. The City Attorney shall be an attorney-at-law licensed to practice law in the Commonwealth and shall not engage in the private practice of law. Powers and duties of the City Attorney are provided for in Chapter 10 of the Charter. Duties include:

- Providing written opinions on questions of law
- Preparing ordinances for introduction
- Drawing or approving all bonds, deeds, leases, contracts or other instruments to which the City is a party or in which it has an interest
- Representing the City as counsel in any civil case in which it is interested and in criminal cases in which the constitutionality or validity of any ordinance is brought in issue
- Instituting and prosecuting all legal proceedings he shall deem necessary or proper to protect the interests of the City

### COUNCIL/STAFF RELATIONSHIP AND COMMUNICATIONS

While the City Manager, City Clerk and City Attorney serve at the pleasure of the Council, all other City staff are employees of the City Manager, City Clerk, or City Attorney. Neither the Council nor any of its members are permitted to direct or request the appointment or removal of officers and employees in the administrative service of the City.<sup>7</sup>

Except for the purpose of inquiry, the Council and its members shall deal with the administrative services solely through the City Manager, and neither the Council nor any member thereof shall give orders either publicly or privately to any subordinate of the City Manager. Any Council member violating the provisions of this section or voting for a motion, resolution or ordinance in violation of this section shall be guilty of a Class 4 misdemeanor, and upon conviction thereof, shall cease to be a Council member.<sup>8</sup> Any violation by a member of the Council should be brought to the immediate attention of the City Attorney.

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<sup>7 8</sup> Charter Sec. 5.03



## CITY COUNCIL STRUCTURE AND FUNCTIONS

DRAFT 11.21.23

While it is inappropriate for any Council member to instruct a City employee, it is entirely appropriate to inquire since information is the basis for understanding and action. Information that would be difficult or time-consuming to produce, however, or that relates to a current or future agenda item should be formally requested of the City Manager, preferably during a City Council meeting, rather than requested of an individual staff member. Council members' requests generally fall into one of following categories:

1. Requests for information readily available
2. Follow-up for a constituent relative to a municipal problem or question
3. Requests for information not readily available and requiring significant staff time and research effort
4. Initiation of a new priority or program

Normally, items 1 and 2 can be handled directly between the Council member and the City staff. Items 3 and 4 should be requested of the City Manager. If a Council member is not satisfied with the information received, he or she should approach the City Manager who will work to improve the flow of information to and from key staff members.





# CITY COUNCIL MEETINGS

PART TWO

2

## REGULAR COUNCIL MEETINGS

City Council primarily exercises its powers through public meetings.

Regular City Council meetings commence at 7 p.m. on the second and fourth Tuesday of each month, except there shall be no meeting on the fourth Tuesday of July, August and December. Should the day established by the governing body as the regular meeting day fall on any legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the governing body.<sup>9</sup>

Regular meetings typically have on the agenda only those items ready for a Council decision. Activities of key importance during regular City Council meetings may include:

- Public Hearings as required by law or Council policy. Public hearings may cover subjects such as proposed budgets, proposed Comprehensive Plan amendments, rezoning land, special use permits, and street closing requests
- Reports and Recommendations from the City Manager and City Attorney
- Reports and Recommendations from the Planning Commission and other advisory boards
- Ordinances and Resolutions which are legal instruments whereby Council establishes public policy either in the form of local laws (ordinances) or formal statements of fact and intent (resolutions)
- Appropriations of funds

## WORK SESSIONS

Work Sessions are typically held prior to the regular Council meetings.<sup>10</sup> Work sessions facilitate Council discussion in a more informal setting. Items for which action may be taken at a later regular meeting typically appear on the work session agenda. Work sessions may also be used on an ad hoc basis to delve deeper into complex issues, such as the budget.

## ORGANIZATIONAL MEETING

The first meeting of a newly elected Council shall take place on the date of the first regularly scheduled meeting of City Council in the month of January following the election. At or before this meeting, the oath of office shall be administered to the duly elected members.

The first order of business is for members to elect the Vice Mayor.

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<sup>9</sup> Va. Code 15.2-1416

<sup>10</sup> City Code 2-21.1

# CITY COUNCIL MEETINGS

DRAFT 11.21.23

## SPECIAL MEETINGS

Special meetings of the City Council may be called at the request of the Mayor, City Manager, or any three members of the Council.<sup>11</sup>

When called, the Clerk notifies Council in writing of the meeting. All notices of special meetings to Council members shall state the subjects for which the meeting is being called.<sup>12</sup>

Electronic Mail or facsimile transmissions may serve as written notice. Phone calls may be used as needed to supplement other special meeting notices.

Unless the Council votes unanimously, no business except the items on the special meeting agenda can be transacted. Meetings must be open to the public unless members vote to convene a Closed Session.

## CLOSED SESSION

According to the Charter, meetings of the Council shall be open to the public except when the public welfare requires Closed Sessions. A City Council or committee may go into Closed Session and exclude the public for certain stated reasons. In accordance with FOIA, more than 20 items relevant to various aspects of City business may be discussed in a closed session. Closed Session issues typically involve:

- Personnel VA Code § 2.2-3711.1
- Acquisition of property VA Code § 2.2-3711.3
- Legal briefings VA Code § 2.2-3711.7 and 2.2-3711.8

The procedure for convening a Closed Session is as follows:

1. While in public session, a majority of Council members must approve a motion to go into Closed Session. The motion must include the subject and a citation for the specific code section containing the FOIA exemption allowing the Closed Session. Allowances for Closed Sessions are located in Section 2.2-3711 of the Virginia Code.
2. While in the Closed Session, Council members may discuss only the subject mentioned in the motion.
3. Certify by recorded vote, after Council completes the Closed Session and returns to public session, that the discussion in closed session was restricted to only those matters identified in the motion to go into Closed Session.

No closed meeting shall be held unless the above-mentioned procedures are followed.

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<sup>11</sup> Charter Sec. 2.21

<sup>12</sup> FOIA 2.2-3707

## **PUBLIC PARTICIPATION IN COUNCIL MEETINGS**

The City Code permits the public to speak during a Public Hearing on matters germane to the business of the Council. Members of the public shall register to speak by providing the City Clerk with their name and residential address and indicating the item on which they wish to speak. Speakers shall confine their remarks to no more than three minutes and should confine their remarks to matters germane to the agenda item on which they are speaking or, if made during citizen comments, to matters germane to the business of Council.<sup>13</sup> To encourage public involvement, regular work sessions and Council meetings are televised.

## **MEETING PROCEDURES**

### **Setting the Meeting Agenda**

All meeting agenda items which require formal Council action are placed on the agenda for consideration. The agenda of the regular meeting is typically finalized on the Thursday prior to the Tuesday Council meeting. Consequently, all items should be submitted in time for distribution to Council on the Thursday of the week before the regular monthly Council meetings. If an item involves a legal matter, it should be submitted in sufficient time to allow a review by the City Attorney.

Items originating from Council members should be shared with the City Manager or the Mayor by the established deadline. Department directors normally submit agenda items to the City Manager three weeks prior to a regular Council meeting. The City Manager generally meets with the Mayor, City Attorney, and City Clerk on the week prior to the Council meeting to review and finalize the agenda.

The City Manager is responsible for preparing and distributing the agenda.

### **Mayor as Presiding Officer**

The Mayor presides at every meeting of the Council and at the hour appointed, calls the Council to order, provided a quorum is present. The Mayor signs all ordinances and resolutions on behalf of the Council.

The Mayor preserves order and, with the assistance of the City Attorney, speaks to and decides all points of order. The Mayor has control of the Council Chamber and the connecting halls and corridors. In case of a disturbance or disorderly conduct, the Mayor may order the same to be cleared.

The Vice Mayor presides in the Mayor's absence.<sup>14</sup>

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<sup>13</sup> City Code Sec. 2.36

<sup>14</sup> Charter Sec. 4.03

# CITY COUNCIL MEETINGS **DRAFT 11.21.23**

## Attendance

Attendance of members is an important and necessary component of service on City Council. Failure of a Council member to attend Council meetings affects the ability of City Council to conduct its public business. A Council member who is unable to attend a meeting shall notify the Mayor of that impending absence prior to the date of the meeting.

## Order of Business<sup>15</sup>

1. Roll Call
2. Invocation
3. Pledge of Allegiance
4. Presentations
5. Public Hearings
6. Consent Agenda
7. Other City Council Actions
8. Appropriations
9. Citizen comments on matters germane to the business of City Council.
10. Old Business, New Business and Council member Comments
11. Adjournment

The City Manager, who is entitled by the Charter to a non-voting seat on the Council, may include a report or recommendation under any item of business. The City Attorney and department directors participate in discussions as their respective issues are discussed.<sup>16</sup>

The order of business at regular or special council meetings shall not be departed from except by the consent of four (4) members of the council.<sup>17</sup>

## CITY CHARTER

**Section 5 "It shall be the duty of the city manager to attend all meetings of the Council with the right to speak but not vote ..."**

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<sup>15</sup> City Code Sec. 2-36

<sup>16</sup> Charter Sec. 5.05

<sup>17</sup> City Code Sec. 2-38

### Rules of Procedure During Council Meetings

Familiarity with and use of rules of procedure provide the means whereby the affairs of the Council can be controlled by the general will of the members. Council meetings proceed in a controlled and predictable manner, allowing the business of the citizens of Newport News to be handled in a direct, constructive, and democratic manner. Rules of Procedure for Council meetings are set out in Chapter 2 of City Code and summarized below:

- **Obtaining the floor:** A member desiring to speak at a meeting may, from his accustomed seat, obtain the floor by addressing the presiding officer by his official title thusly: "Mr. Mayor," or if a woman, "Madam Mayor" and, if the member is entitled to the floor, the presiding officer assigns the member the floor by announcing the member's name.
- **Manner of speaking:** No member shall speak on pending motions until he has been recognized by the mayor and, during the time allowed him, he shall confine himself strictly to the question before the Council. No member shall, in debate, use any language or gesture calculated to wound, offend or insult another member. No member, while speaking, shall be disturbed in any manner by private conversation or otherwise.
- **Violations of order:** For any willful transgression of the rules or for any repetition of a transgression, the mayor shall or any member may call the offender to order, in which case the member so called to order shall immediately yield the floor unless permitted to explain. For flagrant or repeated violations of order, especially if persisted in after the admonition of the presiding officer, a member shall be liable to the censure of the Council and may, in addition thereto, be removed from the Council chamber by order of the mayor.
- **Order of questions:** The mayor shall propound all questions in the order in which they are moved, unless the subsequent motion shall be previous in its nature.
- **Motions under debate:** When a question is under debate, the mayor shall receive no other motion than to adjourn, to lay on the table, for the previous question, for the pending question, to postpone to a certain day, to amend or to postpone indefinitely, which several motions shall have precedence in the order in which they stand arranged.
- **Division and Amendment:** If the question for decision includes several definite propositions, the same may be divided upon demand of any one (1) Council member, but a motion to strike out and insert shall not be divided, nor shall a motion to strike out, being lost, preclude either an amendment or a motion to strike out and insert. No motion or proposition on the subject different from that under consideration shall be admitted under color of amendment.
- **Form of question:** The mayor shall put a question, and questions shall be distinctly put and the following form may be used: "As many as agree that, etc. (as the question may be) say 'Aye'" and, after the affirmative vote is given, "Those opposed, 'No'"

## CITY COUNCIL MEETINGS **DRAFT 11.21.23**

- **Points of order:** The mayor may speak on points of order in preference to other members, and shall decide questions of order without debate, subject to an appeal to the Council. On every appeal, the mayor shall have the right to assign reasons for his decision, and such decision shall be final unless reversed by a majority vote of all the other members present.
- **Adjournment:** A motion to adjourn shall be in order at any time except on an immediate repetition or when, on the call of the previous question or the pending question, the same shall have been ordered or when a member shall have the floor or pending the verification of a vote and such motion to adjourn shall be decided without debate.
- **Reconsideration of motions:** No motion for reconsideration of an ordinance or resolution shall be in order: (1) unless made at the same meeting at which such ordinance or resolution was considered, and such motion shall be proposed by one (1) of the members of the prevailing side and shall require the consent of four-sevenths ( 4/7 ) of the entire Council; or (2) a written notice at least twenty-four (24) hours in advance has been given to each Council member that such motion shall be proposed at the next regular Council meeting by one (1) of the members of the prevailing side and shall require the consent of four-sevenths ( 4/7 ) of the entire Council.
- **Amendment, suspension or repeal:** No ordinance shall be amended, suspended or repealed except by ordinance regularly introduced and passed, nor shall any section of an ordinance be amended unless the whole section of the ordinance be reordained.
- **Robert's Rules:** The rules of parliamentary practice comprised in "Robert's Rules of Order, Newly Revised," 12th Edition, 2020 Copyright, shall be parliamentary authority in the Council except as otherwise provided.

### Council Voting

Every member who shall be present when any question is put, including the presiding officer, shall vote unless excused by the Council; provided, however, that no member of the Council shall participate in the vote on any ordinance, resolution, motion or vote in which such member has a personal interest, as defined by the State and Local Government Conflict of Interests Act (COIA), unless an exception under COIA applies.<sup>18</sup>

No ordinance, resolution, motion or vote shall be adopted by the Council except at a meeting open to the public and, except motions to adjourn, to fix the time and place of adjournment and other motions of a purely procedural nature, unless it shall have received the affirmative votes of at least four (4) members. All voting, except on procedural motions, shall have the ayes and nays recorded in the journal.

No ordinance can be passed or resolution adopted that appropriates money or creates indebtedness or directs the payment of any sum of money, except by concurrence of four-sevenths of all members elected to Council.<sup>19</sup>

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<sup>18</sup> City Code Sec. 2-53, Va. Code Secs. 2.2-3112, 2.2-3101

<sup>19</sup> City Code Sec. 2-55

After a vote is announced, no member shall change his vote without the consent of the Council. The right to change a vote shall be limited to the current meeting and not continue for any subsequent meeting.

### **Ordinances and Resolutions**

A copy of each ordinance or resolution, legibly written or printed, will be furnished to each Council member when introduced unless there is unanimous consent to waive the requirement.

All ordinances and resolutions passed by Council take effect on the tenth day following their passage, unless another date is specified therein and except as otherwise provided in the City Charter.<sup>20</sup>

### **OPEN MEETING LAW**

FOIA generally requires that all meetings of the Council as well as most other public bodies, such as Planning Commissions, Boards of Zoning Appeals, School Boards, Redevelopment and Housing Authorities, be open to the public. It is important to note that committees appointed by Council or any other public body subject to the FOIA must also be open to the public. Therefore, all committees appointed by Council, whether composed of selected members of Council or of non-council persons or a mixture, and regardless of number are subject to the FOIA's public meeting requirements.

FOIA provides that in order to constitute a "meeting" a quorum must be present. Therefore, FOIA applies to regular meetings as well as gatherings of three or more Council members where City business is discussed.

FOIA requires that Council and committees and subcommittees appointed by Council give advance written notice of every meeting to every citizen, including news media, who has requested to receive such notice. Council may require that the requests for notice be renewed annually. In addition, copies of agendas and materials distributed to Council must be simultaneously made available for public inspection unless a FOIA exemption applies. The City Clerk and the City Attorney typically handle the notice requirement to media for Council.

Information packets are typically posted electronically on the Thursday before a regular Council meeting to Council members and are made available to the public and press. Minutes must be kept of all meetings of Council, including work sessions and informal meetings at which no official action is taken. Vote is by roll call and the ayes and nays of any question are recorded in the minutes of the meeting. Secret ballots are prohibited by Section 2-30 of the City Code and by the Code of Virginia.

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<sup>20</sup> City Code Sec. 2-57



# CITY COUNCIL MEETINGS DRAFT 11.21.23

Section 2.2-3704.3 of the Code of Virginia requires local officials to participate in training within 2 months after assuming the office and thereafter biennially, for as long as they hold such office so they can be familiar with these and other provisions of FOIA.

## ELECTRONIC PARTICIPATION

The Council may meet by electronic means without a quorum physically assembled at one location when either the Governor or the City has declared a state of emergency, provided that the nature of the declared emergency makes it impracticable or unsafe to physically assemble at one location and the purpose of the meeting is to provide for the continuity of government operations. Regarding such meetings, FOIA requires notice to the public, electronic access by the public, and an opportunity for the public to comment.



# STANDARDS OF CONDUCT

## PART THREE 3

### CODE OF ETHICS

The City Council shall hereby adopt a Code of Ethics by which it shall be governed. The purpose and intent of this Code of Ethics is to prescribe a high standard of conduct for members of the Newport News City Council. in order to promote public confidence in the integrity of local government as well as its fair and effective operation. Achieving this requires that Council members:

1. Obey all applicable laws regarding official actions taken as a Council member.
  - a. Support the Constitution of the United States and the Constitution of Virginia.
  - b. Administer the laws of the Nation, Commonwealth, and City fairly and impartially.
  - c. Abide by the spirit and the letter of the laws of the United States, Virginia and City.
  - d. Carry out all lawful orders and policies, including this Code of Ethics, of the City Council.
2. Act with Integrity and Independence.
  - a. Grant no special treatment or advantage to any citizen beyond that which is available to every other citizen except by due process of law.
  - b. Grant to every citizen a fair and impartial hearing on any matter which may be heard before the public official.
  - c. Avoid the appearance of impropriety.
3. Abstain from voting upon a matter in which the public official has a personal interest, except as permitted by law after full disclosure of such interest.
4. Refuse to offer or accept personal gifts, favors, or special privileges in every instance where there is a reasonable likelihood that the gift, favor or special privilege is being afforded or if received would influence him or her in the performance of official duties.
5. Not use information that is unavailable to the general public for his or her personal or financial advantage.
6. Faithfully perform the duties of office.
  - a. Council members shall faithfully attend all relevant public meetings whenever possible.
  - b. Council members shall endeavor to be prepared in advance of public meetings in order to effectively participate in such meetings.
  - c. Council members shall refrain from engaging in conversations outside of formal quasi-judicial hearings over which they will preside.
7. Conduct official business in an open and public manner.
  - a. Council members shall comply with all applicable laws related to open meetings and public records.
  - b. Council members shall foster an atmosphere of transparency and candor in conducting public business.

# STANDARDS OF CONDUCT

## CONFLICT OF INTEREST RULES

To ensure citizens that the judgment of public officers and employees is not compromised or affected by inappropriate conflicts, the Virginia General Assembly adopted the Virginia State and Local Government Conflict of Interests Act (COIA). The law requires all Council members to:

- Disclose financial interests once each year.
- Refrain from contracting for business with the local government, except under limited and defined circumstances.
- Abstain from voting on items of personal interest that apply solely to the Council member or that prevent impartial voting, except when defined exceptions apply and upon advice of the City Attorney.
- Refuse to accept any gift from person whose interests may be substantially affected by performance of the Council members official duties and in any event, refuse to receive any combination of gifts with an aggregate value in excess of \$100 within any calendar year.
- Refrain from use of confidential information required as a Council member, and not available to the public, for the member's personal economic benefit.
- Refrain from offering or accepting money or anything of value to obtain a contract for any person or business with the City.

The City Attorney and the local Commonwealth's Attorney are the proper persons to turn to for competent legal advice concerning conflict of interest questions. As a member of a local governing body, Council members are entitled by statute to obtain a formal opinion from the local Commonwealth's Attorney. Violation of COIA is a criminal offense, however a Council member cannot be prosecuted for such violation the Act if he acts based on a written opinion of the Commonwealth's Attorney or based on written informal advice of the Virginia Conflict of Interests and Ethics Advisory Council (assuming full disclosure of all the relevant facts).

## ELECTRONIC COMMUNICATIONS

Council members should be mindful of law, policy, and procedures when using electronic mail. All email communications among Council members should be considered open to Freedom of Information Act (FOIA) inquiries. Contemporaneous email communication between three (3) or more Council members regarding City business constitutes an unlawful meeting under the provisions of FOIA, and is, therefore, improper. All email communications to and from staff members should be in accordance with established guidelines for staff inquiries.

At the start of a City Council member's term and at the request of the City Council member, the Information Technology Department will provide a laptop/tablet for the member to use at home for the purpose of conducting City business. In addition to this device, the City will also establish an email address at the City and Internet access if necessary. This will allow the Council member to communicate with City employees as well as

with citizens. Requirements for Council's use of information technology, social media, and use of city equipment and property shall be the same as established by the City Manager for City employees as outlined in Personnel Administrative Policy 1403 – Use of Information Technology, 1410 – Social Media Policy and 1412 – Use of City Property and Equipment.

At the end of the City Council member's term, the member may elect to keep the laptop/tablet provided to them. Based on experience, a four-year-old device has reached its useful life and will therefore be deemed fully depreciated. If the member elects not to keep the device, the member will contact the Information Technology Department and schedule a time for the device to be returned to the City for inventory purposes.

### FINANCIAL DISCLOSURE

Provisions of COIA concerning financial disclosure apply to Council members of all cities and towns with populations greater than 3,500.

In January of each year, the City Clerk will supply appropriate disclosure statements to Council members and the applicable members of Boards and Commissions that must be filed by February 1. The Real Estate Holdings and Financial Disclosure Forms will be submitted to members of boards, commissions, and authorities as required by State Code. The City Clerk and City Attorney shall assist all members with filing appropriate forms prior to their start of term. Additionally, local elected officials are required to complete an online Conflict of Interest training module every two years. The module can be accessed through the Virginia Conflict of Interest and Ethics Advisory Council website.



## BUDGET

# DRAFT 11.21.23

Sound financial management and budgeting are essential for the effective delivery of government services. A government that shows it is thinking strategically, planning for the future, basing its spending decisions on citizen input, and managing its financial resources wisely can develop and retain the confidence of its citizens.<sup>21</sup>

Council's primary responsibility for budget development is to give general policy direction to the City Manager, through the long range goals identified in its strategic plan.

### PURPOSE OF A BUDGET

The primary purposes of a governmental budget are to account for and control the use of public resources and to provide a legitimate process for the expenditure of public funds. However, budgeting is more than just a device to authorize and control revenue raising and spending. It is the principal vehicle for setting fiscal and program policy. Budgets are also used to:

- Establish priorities for the local government
- Plan for the rational distribution of resources
- Establish performance objectives and desired outcomes and relate them to expenditures
- Evaluate the performance of departments and programs
- Explain to citizens the types and levels of services funded with their tax dollars
- Ensure that funds are expended in a way that meets the planned budget objectives

The City prepares two types of budgets each year:

**1. Operating Budget.** Applies to the recurring or one-time activities that are financed through current revenues. Major revenues estimated in the operating budget include general property taxes and other local taxes and fees. Major expenditures include staff salaries & benefits, debt service, materials, and services to support City services and facilities. By law, revenues and expenditures must be equal in the Annual Operating Budget, commonly referred to as a balanced budget. The Operating Budget appropriates funds for one fiscal year (July 1 – June 30) and appropriations cease on the last day of the fiscal year.

**2. Capital Budget.** Addresses long-term physical improvements that involve longer life spans, long-range returns, and relatively high costs. Capital budgets typically appropriate funds through the life of the project. The Capital Budget includes new construction or renovations to existing school buildings and other city structures, major street, bridge, and sewer repair projects, and upgrades to existing park facilities or new park structures.

These budgets are closely related, and each one contributes to the sound fiscal management of the community.<sup>22</sup>

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<sup>21</sup> <sup>22</sup> VML

## BUDGETING PRINCIPLES

The budget process is by its nature an exercise in conflict resolution and compromise. This is not bad. It reflects the fact that all players involved – elected officials, managers, department heads, budget analysts, and citizens – have a different perspective on the budget process. A natural tension exists between the desire to provide services to citizens and the need to be fiscally prudent. As such, negotiation and compromise will always be hallmarks of the budget process.<sup>23</sup>

The community's long-term solvency is a key factor for the governing body to consider as it maps out a course for the future. Sometimes the City Manager and the budget staff may have to interject a cautionary note in this effort. For example, the desire to fund major improvements or new programs should be tempered by a realistic assessment of future revenue growth. Similarly, one-time revenues or other windfalls should not be used to build an operating budget that cannot be sustained over time.<sup>24</sup>

Maintaining an appropriate level of fund balance is also a priority of the City when developing budgets. City staff consult with a professional financial advisor on the appropriate level of fund balance. The City has adopted fund balance policies to ensure cash flow stability, to maintain or increase the City's bond credit rating and to support unpredictable revenue shortfalls. Use of fund balance to finance operations should be resisted unless the balance has grown beyond an appropriate level. In this circumstance, fund balance usage should be matched with non-recurring expenditures (capital projects, one-time expenses) and not be used to fund personnel or recurring expenditures.<sup>25</sup>

## OPERATING BUDGET

The City's annual operating budget process is a complex undertaking involving the entire government. The City is required by its Charter to adopt a final budget by June 15.<sup>26</sup>

### City Manager's Recommended Budget

The City Manager submits a recommended operating budget to City Council on or before April 1st. The Manager's recommended budget includes a budget message explaining the proposed financial policies of the City for the budget year and describing the important features of the budget plan. The Manager's budget message also sets forth the reasons for salient changes from the previous year in cost and revenue items and explains any major changes in financial policy. For each line item, the Manager will also provide:

- Amounts appropriated and expended during the preceding fiscal year
- Current fiscal year's appropriations
- An estimate of revenues for the upcoming fiscal year
- Proposed expenditures for the upcoming fiscal year and any increases or decreases proposed<sup>27</sup>

<sup>23</sup> <sup>24</sup> <sup>25</sup> VML

<sup>26</sup> Charter Sec. 6.12 Should the council take no final action on or prior to such day, the budget, as submitted, shall be deemed to have been finally adopted by the council.

<sup>27</sup> VML



BUDGET

DRAFT 11.21.23

Budget Adoption Timeline

City Council must approve the budget and fix a tax rate by June 15. The budget calendar below provides a timeline of the budget process.

Operating Budget Calendar

Date	Action
July 1	Beginning of Fiscal Year
October	Budget preparation instructions distributed to departments and agencies
November – January	Departments and agencies develop budget requests
February – March	Budget Hearings conducted by City Manager with Department of Budget & Evaluation
Late March	City Manager submits proposed budget to City Council
April - May	City Council work sessions on budget and budget public hearings
May 15	Date by which schools budget must be approved
June 15	Date by which City Operating Budget must be approved
June 30	End of Fiscal Year

Work Sessions

After the manager has submitted a proposed budget to the Council but before any public hearing is held, City Council has one or more work sessions with the manager and staff. Work sessions can give the members of City Council a better understanding of the key issues in the budget and the rationale behind the manager’s strategy. They also give the members of City Council the opportunity to ask questions, identify significant concerns, and suggest other issues they would like to see explored before the budget is adopted.<sup>28</sup>

Public Hearing

Before adopting the budget, City Council must hold at least one public hearing to give citizens an opportunity to voice their support or objections to items recommended in the manager’s budget.

<sup>28</sup> VML



### **Tax Rates**

Any proposal for a tax increase must be published in a newspaper at least seven days before adoption, and a public hearing must be held before adopting the tax increase. When the reassessment of real property results in the total real property tax levies increasing by more than 1 percent, a locality must first publish a notice of its intent in the newspaper seven days prior to a public hearing on the proposed tax rate. The public hearing may not be held at the same time as the budget hearing.<sup>29</sup>

### **Action by Council on the Budget**

After the conclusion of the public hearing, Council may insert new items of expenditures or may increase, decrease or strike out items of expenditure in the budget, except that no item of expenditure for debt service as required by law shall be reduced or stricken out. The Council shall in no event adopt a general budget in which the total expenditures exceed the revenues, estimated as hereinbefore provided, unless at the same time it adopts measures for providing additional revenue in the ensuing fiscal year sufficient to make up the difference.

### **Appropriations Ordinance**

The local budget is for “informative and fiscal planning purposes only.” Therefore, the adoption of the budget is accompanied by passage of an appropriations ordinance. The appropriations ordinance is the legal instrument that distributes funds for the fiscal year.<sup>30</sup> The City Manager has the authority to transfer budgeted amounts among departments within any fund; however any revisions altering the total appropriations of any fund must be approved by City Council. The budget may also be accompanied by ordinances altering the tax rate on real estate and personal property or levying a new tax or altering the rate of other taxes necessary to balance the budget.

### **Budget Monitoring**

Once the budget is approved, there is significant focus on the control of expenditures and monitoring revenues. Ongoing monitoring of revenues and expenditures throughout the year is a responsibility shared by department directors, the Department of Budget and Evaluation and the City Manager. The City Manager keeps City Council apprised of the ongoing financial condition of the City through quarterly financial reports.

## **CAPITAL BUDGET**

The Capital Improvements Plan (CIP) is a multi-year planning document. In its most basic form, the CIP is a five-year schedule of capital improvements and includes new construction or renovations to existing school buildings and other city structures, major street, bridge, and sewer repair projects, and upgrades to existing park facilities or new park structures, among other planned capital expenditures. The CIP lists each capital item approved by

<sup>29</sup> VML

<sup>30</sup> VML; Va. Code 58.1-3321

## BUDGET

# DRAFT 11.21.23

the governing body, the year in which it will be purchased or started, the amount to be spent in each year, and the proposed method of financing. The CIP includes future projects for which financing has not been secured or legally authorized. As a result, the “out-years” (future years) of the CIP are subject to change.

Like the operating budget, City Council’s strategic priorities guide the CIP process. The City Manager must submit to Council a multi-year Capital Improvements Plan that is consistent with the policies established by the Council for such programs by November 1 each year.

By approving the multi-year CIP, Council authorizes the first year of the plan to be implemented. Appropriations are then made on a project-by-project basis.

### Capital Project Financing

Financing strategies for capital projects differ from those of ongoing operating expenses because of the sizable one-time costs and prolonged life cycles typical of capital projects. Accordingly, the capital budget cannot be fully funded with current revenues. A key element of the capital budget is a financing plan that spells out how the projects will be funded.

Most projects in the CIP are funded by 20-year General Obligation (GO) Bonds issued by the City with level annual principal payments. Debt financing is typically used for expensive capital facilities with long, useful lives, so that bond repayment occurs over the period during which the facility will be used.<sup>31</sup> The annual principal and interest payments (debt service) are included in the City’s annual operating budget. The General, Wastewater, Stormwater, and Solid Waste funds each pay for a proportionate share of principal and interest payments. The Waterworks Fund pays all of the debt service related to its capital projects. Capital projects may also be funded using current resources (cash capital) or through Federal or State grant funds.

The types of debt commonly issued by the City include the following:

### General Obligation Bonds

These bonds are instruments of indebtedness issued by the City and secured by the full faith and credit and general taxing power of the issuer. They are frequently used to finance the costs of non-revenue-producing projects, such as schools, courthouses, government office buildings, jails, libraries, parks, and roads. The City is required by law to levy taxes on all property of the locality subject to taxation sufficient to pay the principal and interest on general obligation bonds.

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<sup>31</sup> VML

Revenue Bonds

Revenue bonds are debt instruments issued by local governments and secured by the pledge of a specific source of revenues. The City typically issues revenue bonds to finance Waterworks projects. The issuance of revenue bonds does not count against a locality’s debt limit.

Before the city can borrow the funds or even commit to begin a project, State law requires adherence to several steps. State law requires that a public hearing be conducted on a bond authorization by the City Council. A bond authorization indicates an amount of funds that the city intends to borrow (at some time in the future) to pay for capital projects. A notice (advertisement) that the public hearing will be held by the City Council must be advertised in the newspaper twice during the two-week time period before the public hearing is actually held. The advertisement lists the amount of funds that the city intends to borrow (at some time in the future) and provides an estimate of the amount of money by category that it intends to spend on capital projects. The public hearing gives citizens an opportunity to express their views about the city’s intention to incur additional debt for capital projects.

When the bond authorization is approved by the City Council, it signifies that the city will use bonds as the funding source to pay for projects up to the amount of the bond authorization. It does not mean that the city intends to sell bonds immediately or even in the very near future. Generally, the city only sells bonds when the cash is needed and when market conditions are the most favorable (lowest interest rates) for the city to borrow the money.



BUDGET

DRAFT 11.21.23

FINANCIAL POLICIES

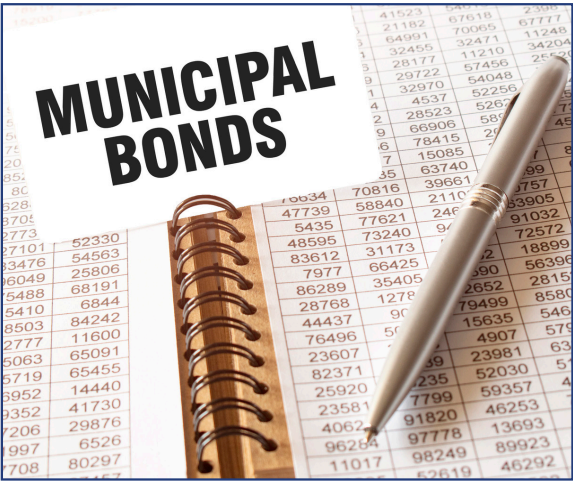
The City has adopted policies which guide its capital improvement planning and its issuance of long-term debt. These policies are intended to help the City maintain or improve its bond rating, help the City manage its capital investments in a manner which does not create an undue financial burden on its citizens and taxpayers, and keep changes in debt service obligations at levels that do not reduce the City’s ability to provide acceptable municipal and educational services to its citizens.

The following are the City’s Capital Financing Debt Management Policies:

Debt Indicator	Established Policy
Outstanding General Obligation to Taxable Real and Personal Property Value	No greater than 3.0%
General Fund Debt Service to General Service Fund Revenue	No greater than 9.5%
Proportion of Capital Improvement Plan spending with Cash Capital	No less than 20%
Outstanding General Obligation Debt Scheduled to be repaid within 5 years	No less than 30%
Outstanding General Obligation Debt Scheduled to be repaid within 10 years	No less than 60%

A copy of the City’s financial policies can be found in the appendix of this handbook.

In addition to debt management policies, the City has adopted a Fund Balance Policy, which sets minimum guidelines for the General Fund unassigned fund balance to ensure the City maintains sufficient working capital and has the ability to address emergencies without borrowing, and a Pension Funding Policy, which guides the City’s pension funding activities. Together, these policies ensure the City’s long term fiscal stability.



The City and City’s Waterworks Department maintain strong credit ratings with the financial ratings agencies Standard & Poor’s (S&P) and Moody’s. These credit ratings allow the City to gain access to capital at lower interest rates.<sup>32</sup>

Rating Agency	Standard & Poor’s (S&P)	Moody’s
City	AA+	Aa1
City Water Works	AAA	Aa1

CITY COUNCIL EXPENDITURES

Use of City Council Funds

Each fiscal year, as part of Council’s approval of the annual operating budget for the City, or as amended during the year, Council appropriates a certain amount of public funds for expenditure by “City Council” and for “City Council Contingency”. These funds are taxpayer dollars that the City has collected from the public to provide vital local services. As such, it is City Council’s ongoing responsibility to consider the highest and best use of these limited public resources. Council’s expenditure of these funds is also governed by Federal and State law.

To ensure all use serves the community’s interest and adheres to applicable law, public funds appropriated for expenditure by “City Council” and for “City Council Contingency” may be expended by City Council in accordance with this Council Procedure document, as follows:

Routine Administrative Costs Paid by Clerk or Manager

Funds may be expended (without a vote of City Council) for routine, ongoing costs necessary for the day-to-day business of City Council, to include:

1. Purchase of office supplies, books, newspaper subscriptions, and other professional publications, membership dues in organizations related to City Council’s duties (VML, Virginia First Cities, NLC, etc.), printing and copying costs, postage, professional headshots, and City logo attire related to the business of City Council or for the use of individual Council members or Constituent Service Representatives (CSRs) for official City business;
2. Cost of technology provided to individual Council members and CSRs for official City business, including computers, tablets, cellular phones, internet hotspot devices, printers, webcams, other peripherals and accessories, cases, carrying bags, and fees for service and data storage associated with such devices;
3. Purchases of goods and services, including catering and meals, for City Council Work Sessions and/or City Council Meetings, functions, or retreats (for example: a facilitator for a Council workshop; facility rental, catering for a City Council meeting or retreat);

<sup>32</sup> Credit ratings reaffirmed in 2023

## BUDGET

# DRAFT 11.21.23

4. Costs related to attendance at official functions within the United States to which City Council, or an individual Council member or their staff, are invited or are required to attend, including registration, transportation, lodging, other incidental travel and meeting expenses, banquet costs and business meals (when a per diem allowance is not provided) in accordance with the City's Travel and Meeting Expense Policy ("travel policy"). The City Clerk is responsible for determining that such expenditures are appropriately justified; ensuring compliance with the City's travel policy; and when required, completing travel forms on behalf of City Council members or their staff within the times specified within the City's travel policy.
5. Tokens of sympathy or appreciation purchased on behalf of City Council to recognize career milestones, retirement, sympathy for the loss of a family member, and similar circumstances for the City Clerk, City Manager, City Attorney, other current and former City elected officials, officers, staff, members of Boards and Commissions, and officials of other governmental agencies.

Payment for the expenditures listed above shall be arranged by the City Clerk or City Manager, on behalf of City Council, using a credit card (p-card) issued by the City or by another form of payment used by the City in the normal course of business. Individual Council member credit cards (p-cards) shall not be used to pay for these expenditures, except as otherwise allowed below.

### **Costs Paid Directly by City Council Members**

Funds may be used to reimburse individual members of Council and/or their staff for expenses incurred by such individuals for official City business provided that the expenses are itemized and documented to the extent feasible. In lieu of incurring a reimbursable expense and then submitting a reimbursement request to the City, any individual member of Council or Council staff may use a City credit card (p-card) issued to such Council member/staff person to purchase eligible goods and/or services.

Goods and services purchases which may be reimbursed to individual members of Council and/or their staff, or which may be purchased on a City credit card (p-card) by members of Council and/or their staff are limited to:

1. Costs related to attendance at official functions within the United States to which City Council, or an individual Council member or their staff, are invited or are required to attend, only when such expense cannot reasonably be arranged by the City Clerk in advance (for example: taxicabs at the travel destination, parking fees, road tolls, internet connection charges at a conference, etc.). Travel costs shall be limited to only those expenses that are allowed under the City's travel policy. The use of City funds to accommodate personal comfort, convenience, and taste is not permitted.



2. Meals or refreshments for an individual member of Council himself/herself/themselves, while meeting with one or more constituents, if receipts are supported by documentation meeting IRS standards for allowable business expenses (identification of the business purpose of the meeting, the topic(s) discussed, the person(s) participating in the meeting, etc.) Expenditures for business meals shall be limited to the amount allowed under the City's travel policy;
3. Business meals or refreshments for an individual member of Council and accompanying City employees or employees of other governmental agencies, if receipts are supported by documentation meeting IRS standards for allowable business expenses (identification of the business purpose of the meeting, the topic(s) discussed, the person(s) participating in the meeting, etc.). Expenditures for business meals shall be limited to the amount allowed under the City's travel policy. Council members and/or their staff may not purchase business meals for individuals who are not governmental agency employees, in accordance with Va. Code Section 15.2-953.
4. Mileage, at the standard mileage rate set forth by the IRS, for use of a personal vehicle to conduct official City business (reimbursement only).
5. Home office supplies for individual Council members or staff of Council such as copier paper, pens, notepads, etc. not to exceed \$25 per item. Other office supplies shall be purchased by the City Clerk.
6. Tokens of sympathy or appreciation for the City Clerk and his/her/their staff, the City Manager and his/her/their deputies and assistants, and the City Attorney and his/her/their staff to recognize career milestones, sympathy for the loss of a family member, and similar circumstances. The value of a transaction for any such purchase shall not exceed \$50.
7. Goods, services, or items approved by City Council, as a body, to be purchased with an individual Council member's credit card (p-card)

In accordance with Resolution 12637-14, each member of City Council shall adhere to the City employee Travel and Meeting Expense Policy ("travel policy"). Each member shall read and become familiar with the provisions of the travel policy and adhere to such provisions while conducting City business. Cost limitations and requirements for documentation of purchases made with a City-issued credit card (p-card), as well as travel advance (per diems) and mileage reimbursement requests, shall be the same as outlined in the City's Travel and p-card policies.

Travel reports shall be filed with the City Clerk within fifteen (15) days after a member's return from travel. In addition, travel shall not be authorized unless and until outstanding travel reports, if any, have been completed and submitted.<sup>33</sup>

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<sup>33</sup> City Code Sec. 2-30



## BUDGET

# DRAFT 11.21.23

### Costs Requiring Approval of Council as a Body

Funds may be expended for any other lawful purpose when approved by a majority vote of City Council, including, without limitation:

1. Charitable donations authorized by state statute, including table sponsorships exceeding \$1,000;
2. Contractual services related to the business of City Council (for example: consulting services for a City Council initiative);
3. Travel costs for a Council member or their staff for attendance at official functions outside the United States, and other travel costs, including any policy exceptions, which otherwise would require approval by the City Manager under the City's travel policy

### Prohibited Expenditures

The following expenditures of City funds are PROHIBITED and are UNAUTHORIZED as to every individual member of Council and each member of their staff:

No City funds shall be used to obtain, purchase, or pay for any of the following—whether the purchase or payment is made or obtained by means of a City-issued credit card (p-card), expense reimbursement request, City-issued check, cash or cash equivalent (gift card) or otherwise:

1. Alcoholic beverages and tobacco products and paraphernalia
2. Personal entertainment not related to business such as movie rentals, premium cable fees, gym access fees, spa services, personal sight-seeing or shopping, night clubs, bowling, or similar recreational activities
3. Personal clothing, toiletries, medicines, reading materials, barber or salon services, or other personal items or services
4. Passports and other identification required to travel
5. Money orders, traveler's checks, ATM or banking service fees, except reasonable foreign transaction fees when on international travel
6. Non-business telephone call charges and personal postage
7. Childcare, eldercare, babysitting, or pet care costs
8. Personal vehicle repairs or towing, parking or moving violation fines, bail, or legal fees
9. Loss of funds or loss/damage to personal belongings
10. Gifts or donations to any individual(s)



11. Personal vehicle fuel (Reimbursement for use of a personal vehicle to conduct official City business is at the Standard Mileage Rate set forth by the Internal Revenue Service)
12. Meals for which a per diem advance or reimbursement was otherwise provided or requested
13. Medical expenses (Human Resources will need to be contacted if a work related injury occurs)
14. Any purchase or expenditure that exceeds funding that is available within City Council's fiscal year budget at the time of the purchase or obligation of City funds
15. Any purchase or expenditure not specifically authorized within these Council Rules and Procedures.

If any individual member desires to use a City credit card (p-card) that is issued to the individual but is not sure whether or not a particular purchase is allowable, it shall be the responsibility of the member of Council to seek guidance from the City Clerk, the Finance Director, or the City Attorney's Office prior to use of the credit card (p-card) for the contemplated purchase. Inquiry shall be made regardless of whether similar purchase(s) have previously been made prior to the adoption of these Council Rules and Procedures.

#### Oversight of Council Expenditures

1. The City Clerk shall send quarterly budget-to-actual expenditure reports to City Council, reporting all expenditures from City Council's budget for the preceding quarter (inclusive of p-card purchases), as well as the total amount of funds remaining to be spent during the fiscal year. It shall be the responsibility of City Council, as a body, to review the budget-to-actual expenditure reports and to address any apparent concerns as a group, with Council staff and each other.
2. If any member of Council or their staff has a question about whether any credit card (p-card) purchase or other expenditure complies with this Council Procedure, the question should first be presented to the City Clerk, and assistance from the Finance Director or City Attorney may be requested, as needed.
3. Any member of City Council who uses a credit card (p-card), or otherwise obligates City funds to be expended, for purposes not authorized by this Council Procedure may be subject to civil fines, reimbursement to the City, and/or criminal prosecution<sup>34</sup>

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<sup>34</sup> Va. Code §18.2-112

## CONSTITUENT SERVICE REPRESENTATIVES

DRAFT 11.21.23

City Council's annual operating budget includes funding for part-time Council Constituent Service Representatives (CSRs). In their capacity as part-time employees, CSRs serve as liaisons between members of City Council and the community for the purpose of responding to constituent inquiries; helping maintain the calendars of individual City Council members; representing members of the City Council at special events in times of a Council member's absence; and working directly with members of City Council on projects of concern, among other job duties.

### Administrative Matters

1. Council members may hire more than one part-time CSR, provided that the total hours between an individual Council member's CSRs do not exceed 29 hours per week.
2. No member of the immediate family of any member of City Council shall be eligible for appointment as CSR.
3. CSRs shall receive as compensation such salary as the City Council may from time to time establish in adopting the City's annual budget. The salary for all representatives shall be uniform.
4. Hours of work will be established between each CSR and his or her member of City Council, provided the hours do not exceed the average of 29 hours per week. CSRs will submit a weekly timesheet to the Special Assistant to the Mayor who is responsible for approving the timesheet in accordance with City payroll deadlines.
5. All expenditures by CSRs will be paid or reimbursed on an actual expense basis. No cash advances for anticipated expenditures will be made except as it relates to approved travel per diems per the City's travel policy. All documents requesting payment will require the signature of the member of the City Clerk, Special Assistant to the Mayor, or designee and must be in accordance with the City's procurement procedures and limitations outlined in Part Four – Budget; City Council Expenditures.
6. CSRs must review and acknowledge receipt of the City Attorney's guidelines on CSR activity.
7. CSRs shall follow all City policies and procedures, including but not limited to, Personnel Administrative Manual Sections 1401, 1403, 1405, 1410 and 1412.
8. Travel in the Commonwealth of Virginia only will be authorized for CSRs for attendance at meetings, conferences, and seminars and for other assigned work directly related to their Council responsibilities. Travel outside of Virginia will be undertaken only in accordance with an affirmative vote of City Council in a public session.
  - a. All such official travel by CSRs will be subject to the provisions of the City's Section 1405 Travel & Meeting Expense Policy
  - b. Only mileage which is incurred as a result of travel on City business is to be shown on the travel record; mileage for transportation to and from the CSR's home to City Hall/City Center is not reimbursable

### Prohibited Activities

1. While CSRs are permitted to participate in political activities while off duty, out of uniform, and not on the premises of their employment with the locality, CSRs are prohibited from:
  - a. using their official authority to coerce a subordinate employee to pay, lend or contribute anything of value to a political campaign or to discriminate against any employee or applicant for employment because of that person's political affiliations or activities;
  - b. discriminating in the provision of public services or responding to requests for such services on the basis of political affiliations or the political activities of the person or organization requesting the service; and
  - c. suggesting or implying that the locality has officially endorsed a political party, candidate or campaign.
  - d. attending political campaign functions with or on behalf of any City Council member during their compensable employment hours. CSRs will not be paid for time spent participating in or attending political activities.
2. No member of City Council may delegate his/her authority to vote on any matter to a CSR. Further, No CSR shall serve as a member of any City advisory board, commission or committee that is charged with making recommendations upon which his or her member of City Council will or may be voting.
3. The CSRs will have a similar relationship to the City staff responsible to the City Manager as members of City Council as is defined in Section 5.03 of the City Charter. Specifically, members of City Council are prohibited from directing or requesting the appointment of any person to, or his removal from, any office or employment by the City Manager or by any of the Manager's subordinates and prohibits members of Council from in any way taking part in the appointment of or removal of officers and employees of the City except as specifically provided in the Charter. This section further prohibits any member of Council from giving orders or direction either publicly or privately to any subordinate of the City Manager. Accordingly, CSRs are not permitted to do, on behalf of their assigned Council member, that which the Council member is otherwise, prohibited from doing. As such:
  - a. The primary points of contact in the City Manager's office for the CSRs will be the City Manager on matters of major importance and the City's Legislative Liaison or Assistant City Manager's within their assignments. However, all members of the City Manager's Office function as a unit and are available to assist the CSRs.
  - b. The City Manager's office shall provide or arrange for such clerical services for the members of City Council and CSRs as cannot be provided by either the City Clerk or the CSRs themselves.

# DRAFT 11.21.23

## APPOINTMENT PROCESS FOR BOARDS AND COMMISSIONS

### Background

One of the City Council's most important responsibilities is that of appointing citizens to serve on various boards and commissions. Boards and commissions exercise a number of advisory, administrative, and quasi-judicial powers and functions essential or useful to the operation of city government. They also provide an opportunity for citizen involvement in local government.

Boards and Commissions are created and enabled in different ways. Some are creations of the General Assembly, some are creations of the City Council. Terms of office and qualifications for office vary as well. Most terms, however, begin and expire either at the beginning of the calendar year (January 1) or the beginning of the fiscal year (July 1). In making appointments, the City Council will be assisted by the City Clerk to administer the process.

### Objectives

It is the City Council's objective to manage the appointment process so that:

1. Boards and Commissions are composed of capable, dependable, and effective members
2. Citizens are encouraged to apply for board appointments. Council desires that boards reflect the diversity of the community
3. To encourage maximum participation, Council gives consideration to new appointees while balancing the importance of institutional knowledge and experience of incumbents
4. Appointments are made on time
5. New members are oriented and prepared for their roles
6. Retiring members are recognized and thanked

### Procedures

The City Clerk will administer the appointment process per the quarterly cycle and as follows:

### Applications

The City invites citizens to apply for board appointments on forms provided for that purpose. Applications may be submitted at any time and will be retained for two years for use when vacancies occur. Invitations to apply will be made periodically (at least once per year) via social media outlets and the City's website. Applicants may apply for more than one board but must indicate a priority. Associated Departments may interview candidates and provide a recommendation to the City Council for an appointment.

### City Council Action

City Council will normally receive and discuss the recommendations in Closed Session, prior to voting on appointments in Open Session.

Notification and Orientation of Appointees

The City Clerk will notify appointees in writing of their appointment by City Council, with copies to the board chairman and/or staff member on the board. The appointee will be sworn in at the office of the City Clerk or Clerk of Courts.

The board chair or staff member on the board is responsible for informing the new member about meetings, the attendance policy, and orienting the new member to their duties.

Attendance Requirement—Members of Boards and Commissions

Anyone appointed by City Council to a Board or Commission as listed below who fails to attend meetings consistently, who has irregular attendance, or unexcused absences, as defined in City Code Section 2-11.1, shall be considered after the steps mentioned therein have been taken to have voluntarily resigned. The Chairperson of the board/commission shall notify the City Clerk of attendance concerns so that Council is aware when it considers an individual for removal, appointment, or reappointment to an appointed body.

This policy shall apply to all boards/commissions listed below, provided however, that if State law or City Ordinance addresses attendance requirements in an alternative manner, such law shall prevail over this policy.

List of City Boards, Committees and Commissions

The following is a list of boards/commissions/authorities/committees that shall be subject to this policy (and in the case of regional boards, shall apply to the City’s appointed members):

- Board of Appeals
  - Board of Trustees - Pensions & Retirement
  - Commemoration Advisory Commission
  - Committee on Investments
  - Downing-Gross Cultural Arts Center Board
  - Eastern Virginia Medical School Board of Visitors
  - Hampton Newport News Community Criminal Justice Board
  - Hampton-Newport News Community Services Board
  - Hilton Village Architectural Review Board
  - Human Services Advisory Board
  - Industrial Development Authority
  - Law Library Advisory Committee
  - Insight Enterprises, Inc. Board of Directors
  - Newport News Arts Commission
  - Newport News Community Policy & Management Team
- Newport News Human Rights Commission
  - Newport News Occasions
  - Newport News Planning Commission
  - Newport News Public Library - Board of Trustees
  - Newport News Redevelopment & Housing Authority
  - Newport News Wetlands Board
  - Newsome House Museum & Cultural Center Foundation, Inc. Board of Directors
  - North End/Huntington Heights Architectural Review Board
  - Peninsula Agency on Aging
  - Peninsula Airport Commission
  - Reservoir Protection Appeals Committee
  - Southeastern Virginia Health System
  - Thomas Nelson Community College Board of Directors
  - Towing Advisory Board
  - USS Newport News Liaison Committee

## APPENDIX ONE

# DRAFT 11.21.23

### CITY PLANS AND POLICIES REFERENCED IN THE COUNCIL HANDBOOK

#### **Strategic Plan**

<https://www.nnva.gov/440/Strategic-Priorities>

#### **Comprehensive Plan**

<https://www.nnva.gov/1763/Comprehensive-Plan>

#### **Fund Balance Policy – City Council Resolution 12365-12**

<https://docs.nnlocal.org/WebLink/DocView.aspx?id=47024&dbid=0&repo=CityClerk&searchid=1910cf30-32af-453e-bf98-7241a80334f4>

#### **Capital Financing and Debt Management Policy – City Council Resolution 11349-07**

<https://docs.nnlocal.org/WebLink/DocView.aspx?id=20118&dbid=0&repo=CityClerk>

#### **Pension Funding Policy – City Council Resolution 13526-22**

<https://docs.nnlocal.org/WebLink/DocView.aspx?id=55126&dbid=0&repo=CityClerk&searchid=e5705cfa-f365-45f9-b61b-e2da91ceae62>

#### **Personnel Administrative Manual**

<https://www.nnva.gov/200/Administrative-Manual>

- 1401: Vehicle Use
- 1403: Use of Information Technology
- 1405: Travel and Meeting Expense Policy
- 1410: Social Media
- 1412: Use of City Property & Equipment

#### **Adherence to Travel and Meeting Expense Policy – Council Resolution 12637-14**

<https://docs.nnlocal.org/WebLink/DocView.aspx?id=48171&dbid=0&repo=CityClerk&searchid=18540c93-ad9e-4b07-908a-d92ec33ea4fe>

#### **P-Card Policy**

<https://portal.nngov.com/dept/purchasing/public/PCard%20Downloads/2023%20PCard%20Policy%20and%20Procedures-9-23.pdf>



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**DRAFT 11.21.23**



City of Newport News  
2400 Washington Avenue  
Newport News, VA 23607

Page 132 of 132

**MINUTES OF CLOSED MEETING  
OF THE NEWPORT NEWS CITY COUNCIL  
HELD IN THE 10<sup>TH</sup> FLOOR CONFERENCE ROOM  
2400 WASHINGTON AVENUE  
TUESDAY, NOVEMBER 28, 2023, 6:10 P.M.**



**MEMBERS PRESENT:** Vice Mayor Curtis D. Bethany, III; Councilman John R. Eley, III; Councilman Marcellus L. Harris III, D. Div.; Mayor Phillip D. Jones; Councilman Cleon M. Long, P.E.; and Councilwoman Tina L. Vick

**MEMBERS ABSENT:** Councilwoman Dr. Patricia P. Woodbury

**OTHERS PRESENT:** Alan K. Archer; Collins Owens; Mabel Washington Jenkins; Darlene Bradberry; Ralph "Bo" Clayton; Allison Dichoso; Robert Pealo; Tiffany Conatser; and Zina F. Middleton

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

- (1) To call a closed meeting pursuant to Section 2.2-3711(A) of the Code of Virginia, 1950, as amended, subsections: (1) a discussion, consideration or interview of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, the subjects of which are a discussion or consideration of prospective candidates for the City Manager position; 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 subject of which is a potential case involving tort claim.

Councilman Long moved for a closed meeting under sections and reasons cited above; seconded by Councilwoman Vick.

Vote on Roll Call:

Ayes: Bethany, Eley, Harris, Jones, Long, Vick

Nays: None

Absent During Vote: Woodbury

(Closed Session 6:10 p.m. – 6:50 p.m.)

After reconvening in open session, Councilman Long 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 Vick.

Vote on Roll Call:

Ayes: Bethany, Eley, Harris, Jones, Long, Vick

Nays: None

Absent During Vote: Woodbury

THERE BEING NO FURTHER BUSINESS  
ON MOTION, COUNCIL ADJOURNED AT 6:50 P.M.

Mabel Washington Jenkins, MMC  
City Clerk

Phillip D. Jones  
Mayor  
Presiding Officer

A true copy, teste:

City Clerk

**CERTIFICATE OF CLOSED MEETING**

**MEETING DATE:** November 28, 2023

**MOTION:** Councilman Cleon M. Long, P.E.

**SECOND:** Councilwoman 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: Bethany, Eley, Harris, Jones, Long, Vick

NAYS: None

ABSTENTION: None

ABSENT DURING VOTE: Woodbury

ABSENT DURING MEETING: Woodbury

ATTEST:

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Mabel Washington Jenkins, MMC  
City Clerk

**MINUTES OF REGULAR MEETING  
OF THE NEWPORT NEWS CITY COUNCIL  
HELD IN THE CITY COUNCIL CHAMBERS  
2400 WASHINGTON AVENUE  
TUESDAY, NOVEMBER 28, 2023, 7:00 P.M.**



**MEMBERS PRESENT:**

Vice Mayor Curtis D. Bethany, III; Councilman John R. Eley, III; Councilman Marcellus L. Harris III, D. Div.; Mayor Phillip D. Jones; Councilman Cleon M. Long, P.E.; and Councilwoman Tina L. Vick

**MEMBERS ABSENT:**

Councilwoman Dr. Patricia P. Woodbury

**A. Call to Order**

Mayor Jones called the meeting to order and extended a welcome to all.

Mayor Jones stated the City Code 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 and were advised to register in the foyer. 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, including campaign information. He pointed out copies of the ordinance highlighting citizen participation and encouraged citizens to review the document.

Mayor Jones requested that cell phones and electronic devices be silenced or turned off.

**B. Invocation**

Mayor Jones advised that it was the practice of the Newport News City Councilmembers to stand for the invocation and pledge. He welcomed all in attendance to also stand but indicated they were under no obligation to do so.

The invocation was rendered by Pastor Tina Melusky, Trinity Lutheran School.

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

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

*MOTION MADE BY COUNCILWOMAN VICK; SECONDED BY COUNCILMAN LONG; AND CARRIED UNANIMOUSLY TO EXCUSE COUNCILWOMAN WOODBURY FROM THIS MEETING.*

**Draft**

**D. Presentations**

None

**E. Public Hearings**

1. Ordinance Authorizing Change of Zoning No. Z-2023-0001 to Phillips Housing and Development, LLC, from C1 Retail Commercial to R4 Single-Family Dwelling, Located at 2505 Roanoke Avenue

AN ORDINANCE TO AMEND AND REORDAIN ORDINANCE NO. 5028-97 BY AMENDING THAT CERTAIN MAP ENTITLED, "ZONING DISTRICT MAP" (CONSISTING OF REAL ESTATE TAX ASSESSMENT MAPS 001 THROUGH 322 AND KEPT ON FILE IN THE OFFICE OF THE DEPARTMENT OF PLANNING) DATED THE 10<sup>TH</sup> DAY OF JUNE, 1997, WHICH SAID MAP IS MADE A PART OF THE SAID ORDINANCE NO. 5028-97. This ordinance authorized Change of Zoning No. Z-2023-0001 to Phillip Housing and Development, LLC from C1 Retail Commercial to R4 Single-Family Dwelling, located at 2505 Roanoke Avenue.

The proposed change of zoning from C1 Retail Commercial to R4 Single-Family Dwelling would bring the property into conformance with the land use recommendations of the One City, One Future 2040 Comprehensive Plan. The change to single-family zoning would allow for the development of the property in a residential manner that was consistent with most blocks facing Roanoke Avenue.

On November 1, 2023, the City Planning Commission voted unanimously (9:0) to recommend approval of Change of Zoning No. Z-2023-0001.

The City Manager recommended approval.

(No registered speakers)

Moved by Councilwoman Tina L. Vick, seconded by Councilman Marcellus L. Harris III, D. Div., to close the public hearing.

Carried by the following votes:

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

Moved by Councilwoman Tina L. Vick, seconded by Councilman Cleon M. Long, P.E., adoption of the ordinance.

Carried by the following votes:



**Draft**

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

2. Ordinance Granting Conditional Use Permit No. CU-2023-0009 to First Baptist Church Morrison to Allow for the Operation of a Child Care Center in a 12,500 Square Foot Area of the Facility on a 7.51 Acre Parcel, Located at 12720 Patrick Henry Drive, Zoned O1 Office

AN ORDINANCE GRANTING CONDITIONAL USE PERMIT NUMBER CU-2023-0009 FOR THE HEREINAFTER DESCRIBED PROPERTY FOR THE PURPOSE OF ALLOWING THE OPERATION OF A CHILD CARE CENTER ON A SITE ZONED O1 OFFICE DISTRICT. This ordinance granted Conditional Use Permit No. CU-2023-0009 to First Baptist Church Morrison to allow for the operation of a childcare center in a 12,500 square foot area of the facility located at 12720 Patrick Henry Drive, zoned O1 Office.

First Baptist Church Morrison proposed to expand its ministry to provide before and after school childcare for a maximum of 115 children between the ages of 5 to 12 years of age. The ordinance before City Council stated the before and after school childcare would be available only on days when Newport News Public Schools were in session within a portion of the existing building.

The proposed before and after school childcare program was well-suited to provide an increasingly needed service to the surrounding residential neighborhoods and employment centers. It was consistent with the One City, One Future 2040 Comprehensive Plan land use map designation of community facilities and should not adversely impact the surrounding properties.

On November 1, 2023, the City Planning Commission voted unanimously (9:0) to recommend approval of Conditional Use Permit No. CU-2023-0009, with conditions.

The City Manager recommended approval.

Moved by Councilwoman Tina L. Vick, seconded by Councilman Marcellus L. Harris III, D. Div., to close the public hearing.

Carried by the following votes:

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

Moved by Councilman Cleon M. Long, P.E., seconded by Councilwoman Tina L. Vick, adoption of the ordinance.

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Councilman Long questioned Condition #3, specifically whether the Childcare facility would be closed when schools were closed, and whether the facility would be open during holidays and teacher workdays which was when childcare was needed.

Vice Mayor Bethany shared that the Pastor of First Baptist Church Morrison was present and asked that he address the matter.

Pastor Spencer responded that it had always been the desire for the church to have the childcare facility open when school was open, as well as when closed. The issue with the City's Planning Department surrounded a playground, who advised a playground was needed as required by the Department of Education. The church learned that a playground was not a requirement. First Baptist Church Morrison acquiesced in an effort to move the project forward. He reiterated that the church wanted the childcare facility open when school was open, as well as when closed. City Attorney Owens advised that City Council could amend the conditions in the ordinance.

Ms. Flora Chioros, Assistant Director, Department of Planning, shared there was a condition in the Conditional Use Permit that stated the church must maintain a license or acquire an exemption from the Department of Education. It was the Planning Department's understanding from the Department of Education that while the church may have a religious exemption, outdoor recreation needed to be provided with all day childcare, which was when the church decided they should offer care before school and after school, rather than during the day. She added, the church could amend that, but would need to meet the Department of Education's requirements.

City Attorney Owens advised the motion could be amended to say that the childcare facility would be open during the day on Monday through Friday; but not if they did not meet the licensing requirements. Pastor Spencer indicated there was a difference between licensing and a religious exemption. The church received confirmation from the Department of Education, that under a religious exemption regulation, there was no requirement for a playground. City Attorney Owens advised that the motion could be adopted as written, or the motion could be rescinded by the Councilmember making the original motion, allowing a substitute motion that would amend Condition #3 to allow the childcare facility to operate Monday through Friday from 6:00 a.m. to 6:00 p.m.

Councilman Long did not want to amend the motion without hearing from the Pastor. Pastor Spencer indicated it was the church's desire to operate a childcare facility on a regular basis during before and after school hours, but operate during a full day when school was closed. Councilman Cleon M. Long, P.E. rescinded the original motion and moved to grant Conditional Use Permit Number CU-2023-0009 for the hereinafter described property for the operation of a child care center Monday through Friday, 6:00 a.m. – 6:00 p.m., seconded by Councilwoman Tina L. Vick.

Carried by the following votes:

**Draft**

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

3. Ordinance Authorizing and Directing the City Manager to Take Action to Sell Certain Surplus City-Owned Real Property, and Authorizing and Directing the City Manager to Execute Any and All Documents, Including Deeds, Necessary to Effectuate the Conveyances

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE ACTION TO SELL CERTAIN SURPLUS CITY-OWNED REAL PROPERTY, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, ANY AND ALL DOCUMENTS, INCLUDING DEEDS, NECESSARY TO EFFECTUATE THE CONVEYANCES. This ordinance authorized and directed the City Manager to take action to sell certain surplus City-Owned real property, and authorized and directed the City Manager to execute any and all documents, including deeds, necessary to effectuate the conveyances.

Consistent with the City's Strategic Plan, Objective 5.2, Quality Housing, and ongoing efforts to encourage single-family residential development, it was recommended that City Council grant the authority to the City Manager to convey the below eleven (11) City-owned vacant lots.

As with other similar transfers, these parcels would be required to adhere to certain design criteria. The design requirements ensure the development fits the character of the existing neighborhood, as well as quality construction.

Following City Council action, the Department of Development would oversee a process that would allow the public an opportunity to purchase the available parcels for at least the minimum amount authorized by City Council. When appropriate, the City would utilize a public and competitive procurement process with parcels displayed on the City's website.

The eleven City-owned vacant lots are listed below:

<u>Parcel ID</u>	<u>Address</u>	<u>Legal Description</u>
307.0102-58	2605 Orcutt Avenue	Lots 6 through 8 & Pt. Alley, Block 16D
302.0305-01	1324 25th Street	Lot 48 & Pt. Lot 47 & Pt. Alley, Block 44C
307.0104-48	1132 26th Street	Lot 50-A, Block 14C
307.0104-51	1136 26th Street	Lot 52-A, Block 14C
308.0202-27	37 Buxton Avenue	Lots 9, 10, & Pt. Alley, Block 11
302.0305-19	1343 24th Street	Lot 14 & Pt. Lot 15 & Pt. Alley, Block 44C
302.0305-02	1330 25th Street	Lots 49, 50, & Pt. Alley, Block 44C
300.0303-03	650 35th Street	Lots 61 & 62, Block 247

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301.0103-27	1140 33rd Street	Lot 56 & Pt. Alley, Block 5D
301.0103-28	1142 33rd Street	Lot 57 & Pt. Alley, Block 5D
313.0008-52	959 16th Street	Lot 208, Section A, Stuart Gardens

Moved by Councilwoman Tina L. Vick, seconded by Councilman Marcellus L. Harris III, D. Div., to close the public hearing.

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

Moved by Councilwoman Tina L. Vick, seconded by Vice Mayor Curtis D. Bethany, III, adoption of the ordinance.

Councilman Long asked for an explanation of how the lots would be developed into single-family lots.

Acting City Manager Archer asked Acting Assistant City Manager (AACM) Eoghan Miller to address the matter. He indicated that AACM Miller had been leading the discussion as administration looked comprehensively at strategies to increase home ownership.

AACM Miller advised that this was the third time requesting City Council authorization of the sale of surplus City properties. These were suitable build by-right properties in furtherance of a goal to create single family home ownership. The intent of the developers was to build single-family owner-occupied homes that were generally sold at market rate. The properties also included design-requirements, with approval by the Department of Planning on any plans, plus the ability of the City to repurchase the lot if no suitable progress was made within a two-year period. Miller indicated that Council approval was sought on 11 parcels to eventually be sold for 10 buildable lots.

Carried by the following votes:

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

4. Ordinance Authorizing and Directing the City Manager to Execute a Deed of Easement By and Between the City of Newport News, Virginia and Cox Communications Hampton Roads, L.L.C., for an Easement Across City-Owned Property, Located at 1001 Baptist Road in York County

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF EASEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND COX COMMUNICATIONS HAMPTON ROADS, L.L.C., DATED THE 28<sup>TH</sup> DAY

6

**Draft**

OF NOVEMBER, 2023, FOR AN EASEMENT ACROSS CITY-OWNED PROPERTY LOCATED AT 1001 BAPTIST ROAD, YORK COUNTY, VIRGINIA. This ordinance authorized and directed the City Manager to execute a Deed of Easement by and between the City of Newport News, Virginia and Cox Communications Hampton Roads, L.L.C., for an easement across City-owned property at 1001 Baptist Road in York County.

At its November 14, 2023 meeting, City Council received one bid in response to a request to receive bids to grant a utility easement over City-owned property located at 1001 Baptist Road in York County, Virginia. This easement was needed to locate cable service lines to a new subdivision in York County known as Rose Hill.

The Waterworks Department determined the value of the easement based on the tax assessment of the parcel. The parcel was .052 acres in size, with an easement value of \$776.25. Cox Communications was the successful bidder, and agreed to a consideration of \$776.25 for the easement.

Proceeds from the sale would be deposited in the Waterworks Land Fund for use in future land purchases.

A Notice of Public Hearing was properly advertised in the legal section of the *Daily Press* on October 30, 2023 and November 6, 2023.

The City Manager recommended approval.  
(No registered speakers)

Moved by Councilwoman Tina L. Vick, seconded by Councilman Marcellus L. Harris III, D. Div., to close the public hearing.

Carried by the following votes:

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

Moved by Councilwoman Tina L. Vick, seconded by Councilman Marcellus L. Harris III, D. Div., adoption of the ordinance.

Carried by the following votes:

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

## **F. Consent Agenda**

**Draft**

Moved by Vice Mayor Curtis D. Bethany, III, seconded by Councilwoman Tina L. Vick, adoption of the Consent Agenda, Items F1 and F2, as shown below.

**1. Minutes of the Work Session of November 14, 2023**

(No registered speakers)

Carried by the following votes:

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

**2. Minutes of the Regular Meeting of November 14, 2023**

(No registered speakers)

Carried by the following votes:

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

**G. Other City Council Actions**

**1. Resolution Authorizing and Directing the City Manager to Execute Addendum Seven 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 for the Department of Human Services Space in Rouse Tower**

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 ADDENDUM SEVEN 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 28<sup>TH</sup> DAY OF NOVEMBER, 2023. This resolution authorized and directed the City Manager to execute Addendum Seven to the Agreement of Lease by and between the Economic Development Authority of the City of Newport News, Virginia and the City of Newport News for the Department of Human Services space in Rouse Tower.

The City had leased office space for the Department of Human Services in the Rouse Tower building since December 2007. The Economic Development Authority (EDA) was

**Draft**

the owner of the building. The original lease was followed up by six subsequent addenda extending the lease, which was due to be renewed.

The City and the EDA sought to extend the existing lease for an additional five-year term, to commence on December 1, 2023, and terminate November 30, 2028. During this five-year lease extension the initial rental rate would increase by 2% to \$21.08 per square foot, as consistent with previous addenda, and included a 2% annual escalation thereafter. The leased square footage would remain the same. Additionally, all other terms and conditions of the original lease, as amended, would remain in effect.

The City Manager recommended approval.

(No registered speakers)

Moved by Councilman Cleon M. Long, P.E., seconded by Vice Mayor Curtis D. Bethany, III, approval of the resolution.

Carried by the following votes:

Ayes: Councilwoman Dr. Patricia P. Woodbury, Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

2. Ordinance Authorizing and Directing the City Manager to Execute a Deed of Lease By and Between the City of Newport News, Virginia and the Commonwealth of Virginia, Department of General Services, for Virginia Department of Health Peninsula Health District Space at 836 J. Clyde Morris Boulevard

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, A DEED OF LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES, FOR THE OPERATION OF A PUBLIC HEALTH CENTER AT 836 J. CLYDE MORRIS BOULEVARD. This ordinance authorized and directed the City Manager to execute a Deed of Lease by and between the City of Newport News and the Commonwealth of Virginia, Department of General Services for Virginia Department of Health Peninsula Health District space at 836 J. Clyde Morris Boulevard.

As part of the exchange of real estate with Riverside Health System (Riverside), the City of Newport News (City) owned the property located at 836 J. Clyde Morris Boulevard. The City coordinated with Riverside to complete a phased buildout at 836 J. Clyde Morris Boulevard to relocate the Peninsula Health District (PHD) function from 416 J. Clyde Morris Boulevard. The first phase was completed in September 2023, with the second phase expected to be completed by the end of 2023, which would allow full utilization of the space by PHD.



**Draft**

To facilitate PHD's utilization of the space, the City and Commonwealth of Virginia, Department of General Services (DGS) desired to enter into a lease for approximately 63,020 square feet of space at 836 J. Clyde Morris Boulevard. DGS agreed to pay a rental rate of \$10.32 per square foot, which would cover the City's operating costs for the property and provide for the establishment of a building repair reserve. The initial term was 10 years, with the lease providing for and additional five-year option term.

As part of the lease, the City agreed to amortize \$1,401,100 of construction costs, representing the funding of Phase II renovation work. This cost would be amortized over the initial 10-year term at an interest rate of 5.25%, paid by DGS as additional rent.

The City Manager recommended approval.

(No registered speakers)

Moved by Councilwoman Tina L. Vick, seconded by Vice Mayor Curtis D. Bethany, III, adoption of the ordinance.

Carried by the following votes:

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

## **H. Appropriations**

Moved by Councilman Cleon M. Long, P.E., seconded by Vice Mayor Curtis D. Bethany, III, approval of Appropriations, Items H1- H4, all inclusive, as shown below.

1. Newport News Police Department – State Grant Funds for the Public Safety Answering Point (PSAP) Staffing Recognition Program – \$157,500

A RESOLUTION APPROPRIATING STATE GRANT FUNDS (\$157,500.00) FOR THE PUBLIC SAFETY ANSWERING POINT (PSAP) STAFFING RECOGNITION PROGRAM (\$157,500.00) TO PROVIDE A ONE-TIME RECOGNITION AND RETENTION PAYMENT FOR NEWPORT NEWS POLICE 9-1-1 DISPATCHERS. This resolution appropriated \$157,500.00 in State Grant funds to provide a one-time recognition and retention payment for Newport News Police 9-1-1 Dispatchers.

The Newport News Police Department received a grant award from the Virginia Department of Emergency Management Public Safety Access Point Grant (PSAP) Funding Program in the amount of \$157,500.

**Draft**

Dispatchers dealt with intense, life-and-death situations and served on the front lines of emergencies in a critical role between the emergency and first responders. As such, statewide PSAP's were experiencing a staffing crisis. The Virginia PSAP Service Board wanted to demonstrate its support for the 9-1-1 Dispatcher community and profession. The Virginia PSAP provided one-time grant funding to allow each certified 9-1-1 Dispatcher to receive recognition.

The Newport News Police Department had 52 full-time positions, with 41 positions filled, along with two part-time positions. The grant funding provided each qualified full-time Dispatcher recognition and appreciation for their dedicated service to the citizens of Newport News, with a one-time payment of \$2,500. Each Part-time Dispatcher would receive a one-time payment of \$1,250.

These funds were only to be used in accordance with the guidelines of the grant. The City and the employee were both responsible for their respective shares of the appropriate FICA costs.

No local match was required.

The City Manager recommended approval.

(No registered speakers)

Carried by the following votes:

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

2. Department of Engineering – Fiscal Year 2024 Federal Highway Administration Safe Streets for All Grant Program Plan Funds \$200,000; and Fiscal Year 2024 Local Match Funds for the Citywide Safety Action Plan \$50,000 – \$250,000

A RESOLUTION APPROPRIATING FISCAL YEAR (FY) 2024 FEDERAL HIGHWAY ADMINISTRATION SAFE STREETS FOR ALL GRANT PROGRAM PLAN FUNDS (\$200,000.00) AND LOCAL MATCH FUNDS (\$50,000.00) FOR THE FY 2024 CITYWIDE SAFETY ACTION PLAN. This resolution appropriated \$200,000.00 of FY 2024 Federal Highway Administration Safe Streets for All Grant Program Plan Funds and \$50,000.00 Local Match Funds for the FY 2024 Citywide Safety Action Plan.

City Council was requested to appropriate \$200,000 of Federal Highway Administration (FHWA) Safe Streets for All (SS4A) grant funds and \$50,000 Local Match funds of FY 2024 for the Citywide Safety Action Plan. The City competed for and successfully secured SS4A Grant funds for the Citywide Safety Action Plan.

**Draft**

The Citywide Safety Action Plan would focus on road safety and preventing roadway fatalities and serious injuries in a locality, and included projects and strategies to address the safety problems identified. The plan would include the following:

- Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across the City;
- Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types;
- Analysis of systemic and specific safety needs is performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users;
- A geospatial identification (geographic or locational data using maps) of higher risk locations; and
- Engagement with relevant stakeholders and the public, and incorporation of information received into the Plan as appropriate.

Resolution #13567-22 was passed by City Council on September 23, 2022, committing to the 20% local share of \$50,000 of the \$250,000 total cost estimate to complete this plan.

FHWA required the City submit a signed grant agreement for use of the funding.

The SS4A Grant was 80% federally funded at \$200,000, and 20% locally funded at \$50,000, for a total of \$250,000. All FHWA grant programs were on a reimbursement basis of eligible project expenses. The City's local grant match funds would come from the FY 2024 Cash Capital Fund.

The City Manager recommended approval.

(No registered speakers)

Carried by the following votes:

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

**3. Department of Development – Economic Development Projects – \$3,000,000**

A RESOLUTION APPROPRIATING FUNDS FROM THE FISCAL YEAR (FY) 2022 BOND AUTHORIZATION, COMMUNITY DEVELOPMENT CATEGORY (\$1,000,000.00) AND THE FY 2023 BOND AUTHORIZATION, COMMUNITY DEVELOPMENT CATEGORY (\$2,000,000.00) IN SUPPORT OF ECONOMIC DEVELOPMENT PROJECTS (\$3,000,000.00). This resolution appropriated \$3,000,000.00 to support the implementation of economic development initiatives and projects Citywide.

**Draft**

This funding would be used to support the City's participation in the development of the Virginia Peninsula Community College (VPCC) Workforce Center, which would be established on property owned by the Newport News Economic Development Authority (EDA) at 520-21<sup>st</sup> Street. This project allowed VPCC to receive a \$3.5 million funding commitment from the BlueForge Alliance, on behalf of the U. S. Navy's submarine Industrial Base Directorate. The funding would be used to establish an approximately 15,000 square foot marine trade training facility, focusing on the marine structural fitting, electrical, and welding trades. Once complete, the facility was expected to serve 200 welding students, 120 electrical students, and 60 structural fitting students per year.

In addition, appropriation of these bond funds would be leveraged to support pre-development costs and costs to position properties, including the Carleton Tract located at 185 and 165 Yorktown Road, to a business-ready state, supporting and encouraging business expansion and job creation within the City.

Other uses of the bond funds include strategic property acquisition, property cleanup and blight removal, as well as other activities supporting the implementation of economic development projects and strategies Citywide.

The \$3,000,000 appropriation was comprised of \$1,000,000 from the Community Development Category of the FY 2022 Bond Authorization and \$2,000,000 from the Community Development Category of the FY 2023 Bond Authorization.

The City Manager recommended approval.

(No registered speakers)

Carried by the following votes:

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

4. Department of Engineering – Fiscal Year 2024, Virginia Department of Transportation Revenue Sharing Grant Program \$4,745,429; and Fiscal Year 2024 Local Project Funds \$5,048,301 For Six (6) Projects – \$9,793,730

A RESOLUTION APPROPRIATING FUNDS FROM THE FISCAL YEAR (FY) 2024 VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) REVENUE SHARING GRANT PROGRAM AND LOCAL PROJECT FUNDS FOR SIX (6) PROJECTS. This resolution appropriated \$4,745,429.00 from FY 2024 Virginia Department of Transportation (VDOT) Revenue Sharing Grant Program; and \$5,048,301 of Local Project Funds for Six (6) Projects.

City Council was requested to approve \$4,745,429 of FY 2024 VDOT Revenue Sharing Grant Program funds, and \$5,048,301 of FY 2024 Local Project funds as a match for six

**Draft**

projects. The City competed for and successfully secured Revenue Sharing Grant funds for the following six projects:

- Downtown Pedestrian Improvements, VDOT UPC 117130, state grant approved request to date is \$98,564 with an equal City match plus an additional \$52,872 Local funds for a total project allocation to appropriate in FY 2024 of \$250,000.
- Jefferson Avenue Pedestrian Improvements (Green Grove Lane to Industrial Park Drive), VDOT UPC 117132, state grant of \$788,511 with an equal City match for a total project allocation to appropriate in FY 2024 of \$1,577,022.
- Campbell Road Pedestrian Improvements (Bland Boulevard, south to Warwick Boulevard), VDOT UPC 117133, state grant of \$1,103,916 with an equal City match for a total project allocation to appropriate in FY 2024 of \$2,207,832.
- Citywide Pedestrian Improvements, VDOT UPC 117134, state grant of \$98,564 with an equal City match plus and additional \$52,872 Local funds for a total project allocation to appropriate in FY 2024 of \$250,000.
- Complete Street 16th Street Phase I (Jefferson Avenue to Marshall Avenue), VDOT UPC 117136, state grant approved request to date is \$2,655,874 with an equal City match for a total project allocation to appropriate in FY 24 of \$5,311,748.
- Jefferson & Wilcox Master Arm Conversion, VDOT UPC 117135, City match of \$197,128 for a total project allocation to appropriate in FY 24 of \$197,128. An equal state grant amount was previously appropriated.

VDOT requires the City to submit a signed grant agreement for use of the funding.

The Revenue Sharing Grant was 0% Federal, 50% State at \$4,745,429, and 50% locally funded at \$4,745,429. An additional City contribution of \$302,872 was included to address inflationary costs of projects due to timing of the application process. All VDOT grant programs were on a reimbursement basis of eligible project expenses.

The City Manager recommended approval.

(No registered speakers)

Carried by the following votes:

Ayes: Vice Mayor Curtis D. Bethany, III, Councilman John R. Eley, III, Councilman Marcellus L. Harris III, D. Div., Mayor Phillip D. Jones, Councilman Cleon M. Long, P.E., and Councilwoman Tina L. Vick

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

Mr. Ephraim Ragasa, 883 Colleen Drive, Newport News, indicated the City of Newport News had released a survey about a change in parking regulations. He encouraged everyone to complete the survey which ended on Sunday December 4, 2023. Mr. Ragasa shared that the

14

**Draft**

City had an extensive rules and requirements regarding off-street parking to include the following: (1) manufactured homes, beds and breakfasts, hotels, bingo halls, miniature golf courses, furniture stores, propane stores, shooting ranges, animal shelters, restaurants, and cafeterias. He indicated there was only one parking space for every 100 square feet of total floor area. The restaurant Kissmet in the Hilton area, had 240 square feet, and following the minimum parking requirements would mean the owner of Kissmet would have to purchase three or four surrounding properties, demolish the houses, and building, and pave a parking lot to accommodate 24 parking spaces. Mr. Ragasa questioned who made the rules because there seemed to be no scientific or economic basis for the requirements. The parking minimum mandates had no foundation behind them. He felt the end result of the parking minimum mandates would be many empty, ugly parking lots that would not generate anything for the City's economy. He shared that his idea of a good quality of life were the residents, seniors, retirees, places where children could walk, skate, bike, and play on the streets without fear of being run over by a vehicle. Mr. Ragasa questioned whether eliminating minimum parking mandates solve the issue, but felt it was a first step. He urged members of City Council to be the third city in the Commonwealth of Virginia, and the first in Hampton Roads, to eliminate the minimum parking mandates citywide.

Mayor Jones commended Councilman Long who had spearheaded eliminating minimum parking mandates, but advised the idea and intent to reduce parking minimums throughout the City. He indicated that all of Council agreed that reducing parking minimums would be good for the City of Newport News.

Mr. Chris Fryman, Kiln Creek, Newport News, commented on billing for emergency medical services (EMS). If one were to call 9-1-1, dispatchers would send an emergency squad out, and if required to be transported to the hospital, a \$600+ invoice would be sent out. The insurance would be processed, with a remainder left. Mr. Fryman explained that he was on Tri-Care, but the City did not participate in the Tri-Care network, and there would be an offset of funds that could not be recouped by the City, at approximately \$25 per call which could not be recovered by not being in the Tri-Care network. He advised that what was not included in his invoice was a "Transportation Waiver Fee." If one made 200% above the poverty level for the household, the transportation fee could be waived.

Mr. Fryman inquired about an addendum to Ordinance 26-9.2 regarding the school bus stop camera system. He referenced "hop spot areas." When bus drivers with a CDL are driving, they must adhere to the rules. Mr. Fryman observed one video where a bus came to a stop - the stop arm was deployed as a vehicle was in line with the bumper of the bus and the citation was signed off. Section 10.2.1 dealing with CDL which stated the bus was to activate alternating red lights when traffic is a safe distance from the school bus and ensure the stop arm is extended, which meant the bus driver should ensure traffic was free and clear prior to deploying the stop arm. One of the citations was not only a civil penalty, but required traffic court, risk added points on the driver's license, \$90 court costs, and potentially an increase in one's insurance. Mr. Fryman shared that it was less of a hassle to pay for the citation than to contest the citation. He further referenced section 46.2-917 which said if a road had five lanes and the center lane was dedicated, that the school have no children crossing, it was a class one misdemeanor for the school or the driver, but vehicles were expected to stop.

**Draft**

Councilwoman Vick advised that she had received complaints about the school bus camera systems which were for the safety of the drivers and the children, because the tickets were received 1-2 weeks after the alleged infraction. Mr. Fryman stated that he did not have the money to fight the infractions legislatively, but felt the videos were edited. Parameters, perception, reactions to stopping distances which were ignored when one was within a certain proximity of the buses.

Ms. Frepa Listin, 105 Sallys Way, Yorktown, commented regarding the ongoing genocide against the people of Gaza. Over 14,000 innocent, men, women, children, and babies were murdered by the Israeli defense forces within the past 52 days using American weapons and billions of taxpayer dollars. Virginia gave a huge amount to Israel annually. She felt it was an absolute abomination that taxpayer dollars were used to aid in the killing of innocent Palestinians; when at the same time, at the local level, the percentage of food insecurity for K-12 students was over 19.8 percent. She added that Newport News Public Schools were unable to accommodate teacher salaries that offset the current inflation rate, and there was a homeless population on the streets of Newport News. Ms. Listin requested that the Newport News City Council pass a resolution calling for an immediate permanent ceasefire in Gaza, support United Congress Resolution 786, put an end to all trading partnerships with the Israeli military and police, and that a resolution be passed affirming the value and dignity of Palestinian lives. The residents of Newport News demand a ceasefire and a free Palestine.

Mr. Clayton Tye, 12733 Sandpebble Circle, Newport News, asked City Council to lobby congressional representatives for permanent ceasefire in Gaza. He shared his belief that violence begets violence, which had been a principle of Islam, Judaism, and Christianity for thousands of years. He indicated that the siege had morphed into indifference and collective punishment for the sake of revenge. He further stated that the use of force had gotten out of hand. Approximately 15,000 people had been killed in 50 days, approximately 50,000 tons of bombs provided by the United States government had been dropped indiscriminately since October 7, 2023 and international organizations and human rights groups had demanded a ceasefire. Mr. Tye shared that people opposed to the war have no recourse but to appeal to local leaders in an effort to support the practice of peace, love and joy (a copy of Mr. Tye's remarks are attached and made a part of these minutes).

Mayor Jones advised that things occurred at the international level and thought it was important that local officials address the matter. He advised that a delegation of local leaders was being established to send to Ramallah in January 2024. Mayor Jones was expected to participate in the delegation to bear witness to what was happening.

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

Councilman Long extended thanks to everyone for their attendance and participation, and sharing their concerns.

**Draft**

Councilman Long extended thanks to THRIVE Peninsula, a 501(c)(3) non-profit organization, committed to assisting Virginia Peninsula individuals and families through difficult times. THRIVE Peninsula, in collaboration with Food Lion, opened a free grocery store on Nettles Drive, with a focus on fresh and healthy foods. THRIVE Peninsula also offers financial assistance, and financial coaching.

Regarding the PSAP State grant funds to provide one-time payment to 9-1-1 dispatchers, Councilman Long suggested that these employees be paid at a level comparable to other cities.

Acting City Manager Archer thanked Councilman Long for mentioning the vital role that 9-1-1 dispatchers play. He announced that the salaries for the dispatchers were adjusted, and as a result, he felt they were now appropriately compensated.

Councilman Harris extended thanks to everyone for their attendance and participation, and sharing their concerns, as well as those citizens watching online. He encouraged citizens to continue sharing feedback with the City Council.

Councilman Harris extended thanks to Newport News Police Chief Steve Drew, and Lieutenant Cornelius Webster, Newport News Police Department, North Precinct, for their attendance and addressing public safety in the North District. Councilman Harris extended thanks to members of the Newport News Fire Department who also attended the Councilman's Corner to collaborate with the Police Department regarding public safety. Councilman Harris also extended thanks and appreciation to Mayor Jones and Vice Mayor Bethany for stopping in and being a part of the Councilman's Corner.

Vice Mayor Bethany announced that the City would host a Tree Lighting ceremony on Saturday, December 2, 2023, 5:00 p.m., at City Center.

Mayor Jones extended special thanks to Police Chief Steve Drew for his compassion and everything he provided to the first responders during Thanksgiving. He and the Chief spoke with the dispatchers in the 9-1-1 call center. Mayor Jones asked that thought be given to classify 9-1-1 dispatchers as first responders and perhaps include it in the City's 2025 legislative priorities. Acting City Manager Archer shared that a number of Hampton Roads municipalities supported a legislative request to classify their dispatchers as first responders.

Mayor Jones shared that City Councilmembers attended the NLC City Summit in Atlanta, Georgia, November 15-19, 2023. He expressed thanks for those that attended and looked forward to reading about the "after actions" in Councilmembers' reports. Mayor Jones advised that he had the pleasure of speaking with NLC President, Clarence Anthony, who shared that Newport News was well represented by Vice Mayor Bethany, Councilmembers Eley, Long, and Vick; as well as the Mayor's Youth Commission who also attended.



***Draft***

**K. Adjourn**

THERE BEING NO FURTHER BUSINESS  
ON MOTION, COUNCIL ADJOURNED AT 7:42 P.M.

Mabel Washington Jenkins, MMC  
City Clerk

Phillip D. Jones  
Mayor  
Presiding Officer

A true copy, teste:

City Clerk

Shown Live On  
Newport News Television  
Cox Channel 48, Verizon Channel 19  
[www.nnva.gov/nntv](http://www.nnva.gov/nntv)


**Agenda Item Summary**


City Council Regular Meeting  
December 12, 2023





**SECTION:** Other City Council Actions  
**ITEM:** Receipt of Bids for an Easement Across City-Owned Property  
Located at 1001 Baptist Road in York County, Virginia  
**DEPARTMENT:** Waterworks


**STRATEGIC PRIORITIES ALIGNMENT:**


  
Health, Safety & Well-being


  
Education & Learning

  
Opportunity & Economic Prosperity

  
Fun, Entertainment & Culture

  
Welcoming Communities & Connected Neighborhoods

  
Quality Government & Innovation

  
Environmental Stewardship & Sustainability

**ACTION:**

A Request for City Council to Receive and Open Bids for Granting a Deed of Easement Over City-Owned Property Located at 1001 Baptist Road In York County, Virginia.

**BACKGROUND INFORMATION:**

City Council is asked to grant an easement approximately 15-feet wide and 150-feet long over City-owned property, located at 1001 Baptist Road in York County, Virginia to supply utilities to a new development more fully described on the plat attached to the deed.

The Waterworks Department has determined the value of the easement based on the tax assessment of the parcel. The parcel is .052 acres in size, with an easement value of \$776.25.

Proceeds from the sale will be deposited in the Waterworks Land Fund for use in future land purchases.

A request to receive bids was properly advertised in the legal section of the Daily Press on November 27, 2023 and December 4, 2023.

Formal action to grant the Deed of Easement to the successful bidder is anticipated to be placed on the January 9, 2024 Regular Meeting Agenda.

**FISCAL IMPACT SUMMARY:**

There is no fiscal impact.

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval.

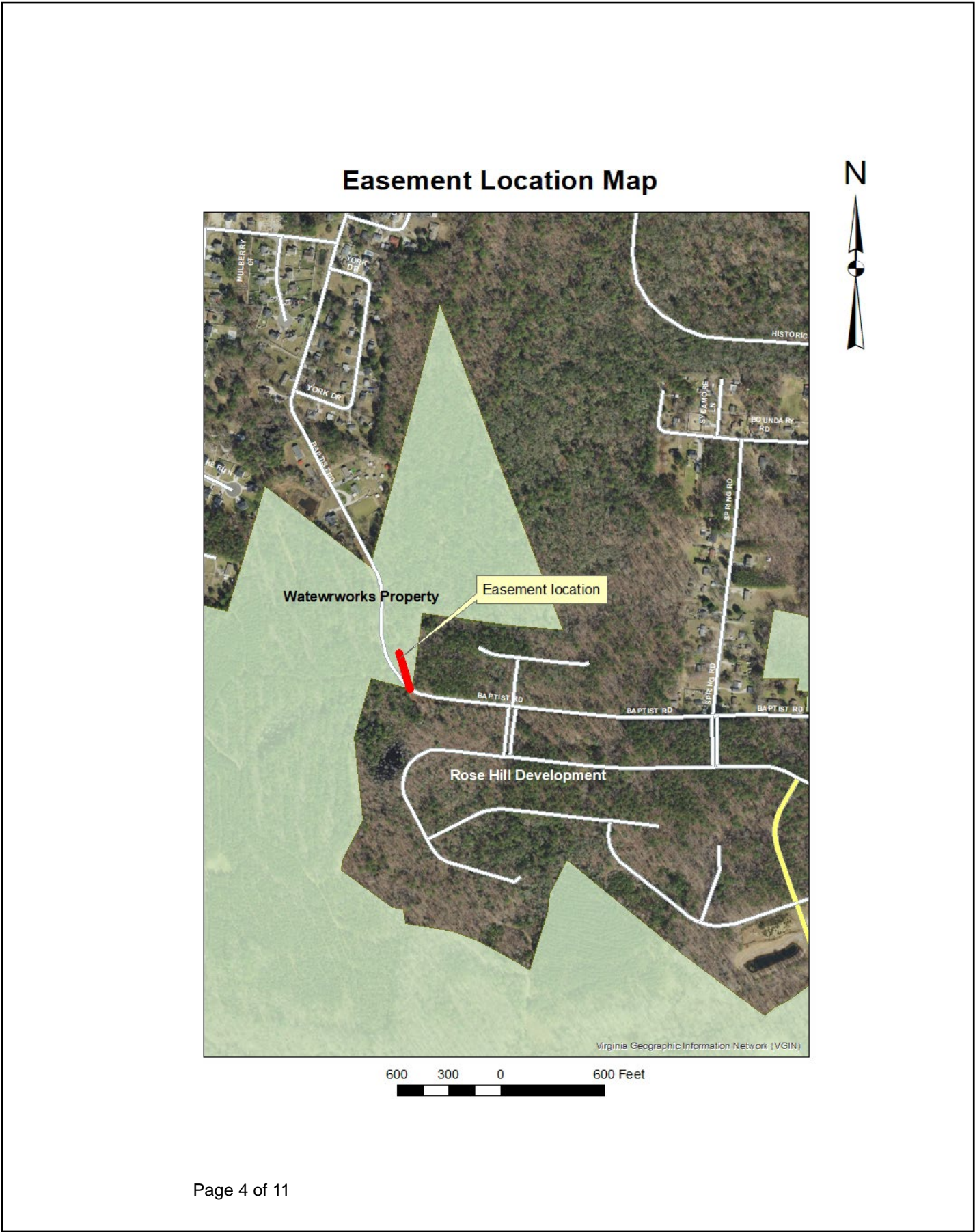
**ATTACHMENTS:**

[1001 Baptist Road York County VA – 12-12-2023 – Easement Location Map](#)

[1001 Baptist Road York County VA – 12-12-2023 – Easement Location Map 2](#)

[Utility Easement - 1001 Baptist Road York County VA – 12-12-2023 – Proposed Ordinance](#)





rag5159

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF EASEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND \_\_\_\_\_, DATED THE 9<sup>TH</sup> DAY OF JANUARY, 2024, FOR AN EASEMENT ACROSS CITY-OWNED PROPERTY LOCATED AT 1001 BAPTIST ROAD, YORK COUNTY, VIRGINIA.

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

- 1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Deed of Easement by and between the City of Newport News, Virginia, and \_\_\_\_\_ dated the 9<sup>th</sup> day of January, 2024, for an easement across City-owned property located at 1001 Baptist Road, York County, Virginia.
- 2. That a copy of the said Deed of Easement is attached hereto and made a part hereof.

Easement Across Portion of  
GPIN: N11c-1432-0614  
1001 Baptist Road

Consideration: \$ \_\_\_\_\_

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

Exemption Claimed Under Section  
58.1-811.C.4. For Taxes Imposed by  
Section 58.1-802 on a Conveyance by  
a Virginia City.

Title Insurance: Unknown

**THIS DEED OF EASEMENT**, made this 9<sup>th</sup> day of January, 2024, between the **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, hereinafter called "GRANTOR" and \_\_\_\_\_, hereinafter called "GRANTEE," whose mailing address is \_\_\_\_\_.

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

**WITNESSETH:**

That for the sum of One Dollar (\$1.00), cash in hand paid, and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR grants unto GRANTEE, its successors and assigns, for a period of forty (40) years from the date of recordation of this deed of easement, the non-exclusive right, privilege and easement, approximately fifteen (15) feet in width and one hundred fifty (150) feet in length, as shown on the drawing referenced below and attached hereto, to install, construct, operate, maintain, inspect, improve, relocate, alter, replace and remove a communication system consisting of such buried cable, buried wires, vault, conduits, manholes, handholes, and related above-ground facilities (hereinafter referred to as "facilities") as

GRANTEE may from time to time deem expedient or advisable, located on the easement hereinafter described, for telecommunication purposes.

The said rights, privilege and easement extends over, under, through and across certain lands of GRANTOR, situated in the York County, Virginia, as shown on drawing numbered BC-340634-R, attached hereto as Exhibit A.

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

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

For the purpose of constructing, inspecting, maintaining or operating its facilities on the easement on the property of GRANTOR or on its easement on any other property, GRANTEE shall have the right of ingress and egress over, upon and along such easement. If GRANTEE is unable reasonably to exercise the right of ingress and egress over, upon and along the easement on the property of GRANTOR, GRANTEE shall have such right of ingress and egress over the



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

GRANTEE shall not install any above-ground facilities within roads or trails on the property of GRANTOR, and will repair damage to roads, fences or other improvements and shall pay GRANTOR for other damage done in the process of the construction, inspection, or maintenance of GRANTEE's facilities, or in the exercise of its right of ingress and egress; GRANTEE shall be liable for all damages resulting from its exercise of the right of ingress and egress across such adjacent lands, provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after any property damage occurs.

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

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

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

GRANTEE's rights herein are expressly subject to any and all easements, restrictions, encumbrances, and other matters of record affecting the said property.

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

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

[SIGNATURE PAGE FOLLOWS]

CITY OF NEWPORT NEWS, VIRGINIA

By: \_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk City Attorney

COMMONWEALTH OF VIRGINIA  
City of Newport News, to wit:

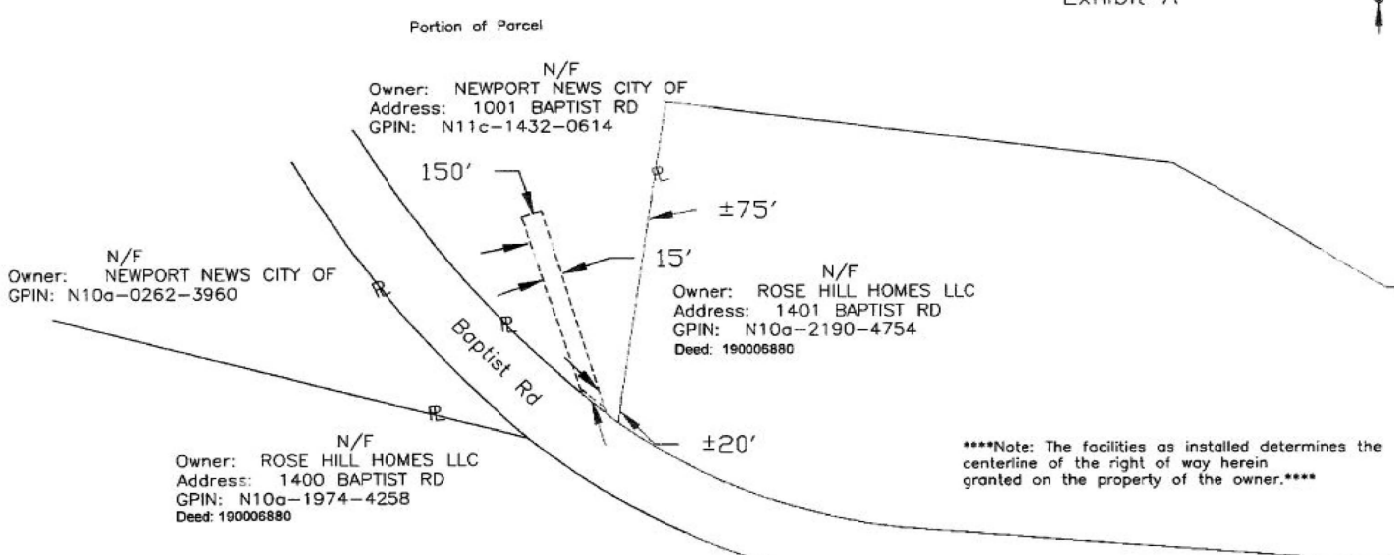
I, \_\_\_\_\_, a Notary Public in and for the City and Commonwealth aforesaid, whose commission expires on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, do hereby certify that the CITY OF NEWPORT NEWS, VIRGINIA, by \_\_\_\_\_, its City Manager, and attested by Mabel Washington Jenkins, its City Clerk,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

GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
Registration No.: \_\_\_\_\_

rag5160

Page 11 of 11

<p>Exhibit A</p> 		<p><b>EXHIBIT "A"</b> BC-340634-R</p>				
		<p>DENOTES PROPERTY LINE / PL</p>				
		<p>E.A: JASON STRADNER PHONE NO.: 757-897-4204</p>				
		<p><b>OWNER:</b></p> <p><b>NEWPORT NEWS, CITY OF</b> 2400 WASHINGTON AVE NEWPORT NEWS, VA 23607</p> <p>C/O NN WATERWORKS</p>				
		<p>SITE PLAN REFERENCE: <b>1001 BAPTIST RD</b></p>				
		<p>GRANTOR: <b>CITY OF NEWPORT NEWS, VA</b></p>				
		<p>GRANTEE:</p>				
		<p>CENTRAL OFFICE: <b>YORKTOWN</b></p>				
		<p>CITY/COUNTY <b>YORK COUNTY</b></p>				
		<p><b>PIN/LRSN/PC</b> <b>GPIN: N11c-1432-0614</b></p>				
		<p>MAGISTERIAL DISTRICT <b>YORK COUNTY, VA</b></p>				
		<p>NVSM/ LCSM</p>	<p>SH</p>	<p>E-W</p>	<p>N-S</p>	<p>PG. 4 OF 4.</p>
		<p>FILE NO. <b>BC-340634-R</b></p>				

**Agenda Item Summary**

City Council Regular Meeting  
December 12, 2023



**SECTION:** Other City Council Actions

**ITEM:** Resolution Authorizing and Directing the City Manager to Execute a License Agreement By and Between the City of Newport News, Virginia, and the Bethea Family Foundation, Inc. for a Facility Located at 429 Thorncliff Drive

**DEPARTMENT:** General Services

**STRATEGIC PRIORITIES ALIGNMENT:**

						
Health, Safety & Well-being	Education & Learning	Opportunity & Economic Prosperity	Fun, Entertainment & Culture	Welcoming Communities & Connected Neighborhoods	Quality Government & Innovation	Environmental Stewardship & Sustainability

**ACTION:**

A Request to Approve a Resolution Authorizing and Directing the City Manager to Execute a License Agreement By and Between the City of Newport News, Virginia, and the Bethea Family Foundation, Inc. for a Facility, Located at 429 Thorncliff Drive.

**BACKGROUND INFORMATION:**

The City of Newport News, Virginia (City) owns and is in the process of making improvements to a 6.03-acre recreational property including a 28,485 SF facility located at 429 Thorncliff Drive, formerly known as the Boys and Girls Club.

The proposed License Agreement between the City and the Bethea Family Foundation, Inc., (BFF) will allow the Foundation to operate the facility to include programming to engage youth in the use of technology and to curate initiatives that will provide alternatives for youth using S.T.E.A.M. (Science, Technology, Engineering, Art, and Mathematics), recreation, and to provide resources for family assistance.

The proposed License agreement will begin July 1, 2024 for a period of one (1) year with four (4) successive, discretionary one (1)-year terms. The License Agreement defines the terms of the use of the building for use, maintenance, cost sharing, and utilities.

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval.

**ATTACHMENTS:**

[429 Thorncliff Drive – 12-12-2023 – Aerial](#)

[License Agreement-Bethea Family Foundation \(429 Thorncliff Drive\) – 12-12-2023 – Resolution](#)



rag5071

**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, A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE BETHEA FAMILY FOUNDATION, INC., FOR THE USE OF CITY-OWNED PROPERTY AT 429 THORNCLIFF DRIVE, NEWPORT NEWS, VIRGINIA.

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 License Agreement by and between the City of Newport News, Virginia, and Bethea Family Foundation, Inc., for the use of City-owned property at 429 Thorncliff Drive, Newport News, Virginia, a copy of which is attached hereto and made a part hereof.
2. That this resolution shall be in effect on and after the date of its adoption, December 12, 2023.



**BETHEA FAMILY FOUNDATION, INC.  
429 THORNCLIFF DRIVE**

**LICENSE AGREEMENT**

THIS AGREEMENT is made this 12<sup>th</sup> day of December, 2023, by and between the **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation in the Commonwealth of Virginia, (“City”), and **THE BETHEA FAMILY FOUNDATION, INC.**, a Florida not-for-profit corporation (“BFF”) (each a “Party” and collectively “the Parties”).

**RECITALS**

**WHEREAS**, the City owns certain land described as Tax Parcel # 071.0003-01, 429 Thorncliff Drive, Newport News, Virginia 23608; and

**WHEREAS**, the City intends to restore the facility and grounds for use as a recreational facility and community center for the benefit of the citizens of the City of Newport News; and

**WHEREAS**, Antoine Bethea is a veteran professional football player, philanthropist, and author who graduated from Denbigh High School in the City and founded The Bethea Family Foundation, Inc.; and

**WHEREAS**, BFF would like to institute programming at the Thorncliff Drive property to engage youth in the use of technology and to curate initiatives that will provide alternatives for youth using S.T.E.A.M. (Science, Technology, Engineering, Art, and Mathematics) and provide resources for families in need.

**WITNESSETH**

1. **LICENSED PREMISES:** For and in consideration of the terms, conditions, covenants, promises and agreements herein made, the City hereby grants unto BFF the non-exclusive right to have primary use of the City-owned building and grounds located at 429 Thorncliff Drive, Newport News, Virginia, 23608, as shown on the attached Exhibit A (“the licensed premises”). BFF agrees that City will reserve office space within the building for a City-staff member who will oversee facility maintenance and serve as a liaison between BFF and the City.

2. **TERM:** The initial term of this License shall be for a period of one (1) year, commencing on July 1, 2024 (the “Commencement Date”) and ending on June 30, 2025. At the termination of the initial term of this License, and any renewal term, the Newport News City Manager (hereinafter referred to as City Manager), in his or her sole discretion, may renew this License at the request of BFF for successive additional one (1) year terms, but the total number of renewals shall not exceed four (4). In no event shall this License extend beyond June 30, 2029.

3. **COST SHARING COMPONENT:**

A. **AMOUNT:** City agrees to bear the cost of basic utilities for the licensed premises to include gas, electricity, water, sewage, and solid waste. BFF agrees to reimburse City for all basic utility bills incurred for the licensed premises. Payment for other utilities as may be agreed upon by BFF and City pursuant to section 11 hereof will be the responsibility of BFF. The City will invoice BFF quarterly and payment will be due within thirty (30) days after receipt of invoice. Failure of BFF to submit prompt payment for utility costs will be considered breach of contract.

B. **PAYMENT:** All reimbursement payments shall be made payable to the "City of Newport News, Virginia," and sent to: Department of Finance 7<sup>th</sup> Floor City Hall Building 2400 Washington Avenue Newport News Va. 23607 or to such other party and such other place as the City may, from time to time, designate in writing as provided herein.

4. **TERMINATION:** During any term, for any or no reason, City or BFF may terminate this Agreement by giving written notice of termination to the other party at least 180 days prior to the effective date of said termination.

5. **PURPOSE AND USE OF LICENSED PREMISES:**

A. All property and facilities at 429 Thorncliff Drive are property of the City of Newport News, Virginia. The property and facilities are intended primarily for use as a recreational facility and community center for the benefit of the citizens of Newport News. BFF is authorized and intends to use the licensed premises to provide athletic, cultural, recreational, and educational opportunities to citizens and youth, including providing opportunities for youth to engage with Science, Technology, Engineering, Art, and Mathematics (S.T.E.A.M.). BFF may also use the licensed premises to provide resources for families in need, including a food pantry and/or clothes pantry so long as all such activities are in compliance with all applicable federal, state, and local rules and regulations, including, but not limited to, those pertaining to land use, health, and safety. The facility will be operated during hours to be agreed upon by BFF and City. Upon signature of this agreement, BFF will provide a detailed, phased plan of operation that outlines all intended services and proposed timeframe for implementation.

B. The City reserves the right to utilize the licensed premises to conduct City events and provide City services. The City will coordinate any such use with BFF in order to minimize scheduling conflicts. The City will not permit a third-party to utilize the licensed premises without consulting BFF to ensure that the third-party use does not conflict with BFF's use of the licensed premises and BFF's existing programming. It being the intent of the City and BFF that the licensed premises be used as a recreational facility and community center, BFF will facilitate, coordinate, and schedule community use of the licensed premises.

C. In administering its use of the licensed premises, BFF shall:

- i. Schedule and administer athletic, educational, and cultural opportunities and programming for City citizens, including but not limited to before and after school programs for school-aged children, of a type and volume designed to meet the purposes set out herein and to maximize the use of the licensed premises and benefit to the community.
  - ii. Provide an appropriate number of trained staff, which may include volunteers, necessary to operate and support the programs offered by BFF. BFF shall ensure that all staff, including volunteers, submit to criminal background investigations and complete safety, operations, and customer relations training, including certification in cardiopulmonary resuscitation (CPR). At least one (1) staff member trained in first aid and CPR shall be present during all programs and activities provided at the licensed premises.
  - iii. Perform day-to-day upkeep of the licensed premises to include maintaining the appearance of the building and its entrance areas, including but not limited to monitoring thermostats and water consumption to ensure efficient use and minimize costs.
  - iv. Perform maintenance and mowing of fields and exterior areas, and schedule and coordinate the use of the same by the public.
  - v. Abide by all applicable federal, state, and local laws in its use of the licensed premises, including obtaining any and all necessary certifications and permits.
- D. BFF expressly represents that it is a non-stock corporation that (i) is in good standing with the Commonwealth of Virginia, (ii) is registered to transact business in the Commonwealth of Virginia, if so required by Title 13.1 or Title 50 of the Code of Virginia, 1950, as amended, and (iii) will remain in good standing and so registered through the term of this agreement. BFF further represents that it is recognized by the United States Internal Revenue Service as a 501(c)(3) tax-exempt charitable entity, and will maintain this status throughout the term of this Agreement.
- E. BFF represents that all staff, volunteers, and others engaged by BFF to perform services at the licensed premises who will be in the presence of or have direct contact with minors: (i) have not been convicted of a felony or any offense involving the sexual molestation, rape, or physical or sexual abuse of a child, and (ii) are not registered or required to register as a sex offender under any state or federal law, and have not been convicted of any crime which would require such registration under current laws.
- F. BFF agrees not to bring, or allow to be brought, onto the licensed premises any material, substances, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the licensed premises or which is likely to constitute a hazard to property thereon without the prior approval of the City. The City shall have the right to

refuse to allow any such material, substances, equipment, or object to be brought onto the property and the licensed premises and the further right to require its immediate removal if found thereon. Alcohol shall not be permitted on the licensed premises without the express written permission of the City.

- G. BFF agrees that at all times it will conduct its activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with the City to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and ways of access to public utilities of the premises shall be kept unobstructed by BFF and shall not be used for any purpose other than ingress or egress to and from the licensed premises by the public.
  - H. Any special events involving sales and/or exhibitors offering goods for sale, bands, amplified sound, additional parking, or extension of operating hours, shall not be permitted on the licensed premises without the written consent of the City.
  - I. It is understood that should a dispute develop concerning the use of the licensed premises, BFF shall first seek resolution with representatives of the Newport News Department of General Services. If the problem cannot be resolved at that level, the next step would be to request resolution by a representative of the City Manager's Office.
6. **MODIFICATION OF USE/LICENSED PREMISES:** BFF and City agree that the City Manager is authorized to modify the permitted use(s) of the licensed premises and to modify the portion of the licensed premises that BFF may occupy and use. Notice of any such modification shall be provided to BFF in writing no less than ninety (90) days prior to the effective date of such modification. The aforementioned modification shall be attached as an Addendum to this Agreement.
7. **PARKING:** The grounds and parking lot on the licensed premises shall remain open for use by members of the public utilizing the licensed premises. BFF will be permitted up to five (5) parking spaces for staff parking in the parking lot. BFF shall not store vehicles or any personal property in the public parking area. The use of the parking area for special events or others uses shall be coordinated with the City's Department of General Services.
8. **LIENS OR ENCUMBRANCES:** BFF shall not suffer the licensed premises or any improvements thereon to become subject to any lien, charge or encumbrance, and shall defend, indemnify, and hold harmless the City against all such liens, charges or encumbrances. BFF shall, within thirty (30) days after written notice thereof from the City, discharge or bond any mechanic's lien or other lien, charge, or order for the payment of money filed against the licensed premises as the result of the act or omission of BFF.
9. **CONDITION OF PREMISES:** The City shall deliver the use of the licensed premises to BFF on the Commencement Date of this Agreement in "As Is" condition.

10. **SERVICE AND MAINTENANCE:**

- A. The City shall maintain the major systems and building structure to include heating, air conditioning, plumbing, etc. BFF shall monitor thermostats and water consumption to control costs. The City shall maintain the building structure to include exterior windows, walls and roofing. The City shall provide maintenance for the parking lot. The City shall provide a dumpster for trash collection. The City shall provide exterior trash containers located on the property.
- B. City will provide janitorial and maintenance services for the Premises. BFF will perform a day-to-day upkeep and appearance of the facility and entrance areas to include picking up paper and debris originating from their programs, mopping up spills, sweeping floors, and placing trash in the dumpster.
- C. BFF must provide storage for its programs within the space on the Premises designated for BFF use.
- D. BFF shall provide maintenance and upkeep for the grounds, to include any necessary mowing, edging and removal of litter and fallen tree branches necessary to maintain the overall cleanliness of the parking lot and grounds. BFF shall be responsible for lining exterior trash cans and emptying into the dumpster.
- E. BFF shall make requests for service and repair of building systems through the Department of General Services. The City will not be responsible for services initiated through or contracted for by BFF.
- F. BFF will provide and maintain all tables, chairs, desks, audio-visual equipment, blackboards, instructional material, supplies, appliances, technology access, telephone service, etc. necessary to operate its programs. All furniture and equipment on the licensed premises as of the Commencement Date shall be available for BFF use. City intends to purchase a refrigerator for use on the licensed premises, which will be available for BFF use during the term, but will remain the property of the City after the expiration or termination of this Agreement.
- G. Maintenance and use of the pool on the Premises will be in accordance with Section 13, below.

11. **UTILITIES:** Subject to quarterly reimbursement, the City shall be responsible for payment of basic utility expenses, including but not limited to gas, electricity, water, sewage, solid waste to and for the licensed premises during the initial term and any additional term. City and BFF agree to cooperate and coordinate on any additional utility needs such as telephone and internet that may be necessary for BFF's use of the facility.

12. **ALTERATIONS:**

- A. BFF may make such alterations, modifications, additions and/or improvements upon or to the licensed premises and may install or remove such fixtures and partitions as BFF may deem proper; provided, however, that any structural alterations or penetrations of the roof, foundation, ceiling or interior or exterior walls shall require the prior written consent of the City. The City may request copies of plans and construction documents related thereto which will be provided by BFF and subject to City approval prior to commencement of any such activities. BFF will be permitted to install a sign or signage identifying its service organization. BFF intends to have the sign titled "Safe Haven Empowerment Center powered by the Bethea Family Foundation." The sign will be subject to all rules, regulations and laws typically associated with building signage and related codes.
- B. Upon termination of this Agreement, BFF shall, at BFF's expense, restore the licensed premises to its original condition, normal wear and tear excepted. All partitions, equipment and furniture that are not affixed to the building, and were installed by BFF, shall remain the property of BFF and, upon termination of this Agreement be removed by BFF unless otherwise agreed in writing by the parties.

13. **POOL USE AND MAINTENANCE:**

- A. City intends to make certain repairs and improvements to the pool on the licensed premises, at City's own expense, after the Commencement Date. City shall have access to the licensed premises as necessary to make said repairs and improvements, and BFF acknowledges that said repairs may be disruptive to BFF activities. BFF shall not have access to the pool, and shall not use or allow the pool to be used, until City provides BFF with notice, in writing, that the pool is available for use.
- B. BFF will be responsible for day-to-day maintenance of the pool, including, but not limited to: (i) regular cleaning (such as vacuuming and surface skimming); (ii) cleaning filters and any pump baskets; (iii) inspecting pool equipment to ensure proper operation; (iv) cleaning and brushing pool walls, floor, and/or tiles as needed; (v) testing, treating, and balancing the water to ensure water quality standards are met; (vi) posting daily water quality test results and water quality standards so that users are informed of pool conditions; and (vii) any other services as shall be necessary to operate the pool in a safe manner in accordance with all applicable laws, rules, and regulations. BFF represents that it will engage an experienced and qualified pool service provider/technician to provide these services. BFF will consult with and receive the approval of the City regarding the qualifications of any such vendor or experienced and qualified pool service provider/technician, which such approval will not be unreasonably withheld or delayed.
- C. BFF will be responsible for hiring properly trained and certified lifeguards to be present whenever the pool is in use. BFF will establish and enforce rules for pool usage to ensure the safety of those utilizing the pool facilities. Under no circumstances will BFF permit

individuals to use the pool without an adequate number of lifeguards being present.

- D. BFF will coordinate and schedule use of the pool by community groups and organizations, as well as maintaining regular hours during which the pool is open for public use.
  - E. City, as the owner of the licensed premises, shall maintain the structural, mechanical, plumbing, and electrical elements of the pool. City shall not be required to make any repairs for which City funds have not been budgeted and appropriated. BFF shall promptly report any maintenance issues it observes to the City.
  - F. City shall retain the right to order the pool to be closed for use should BFF fail to properly maintain the pool or should the use of the pool present any risk to the health, safety, and wellbeing of any person.
14. **SIGNS:** Except as expressly authorized herein, BFF will not erect signs on the interior or exterior walls of the building or elsewhere on the licensed premises without prior written permission from the City.
15. **DAMAGE OR DESTRUCTION OF LICENSED PREMISES:**
- A. If the licensed premises are damaged by fire or other casualty so as to render the same, in the opinion of BFF, untenable for the purpose or use for which BFF has utilized same, this Agreement, and all obligations hereunder, shall immediately terminate upon BFF's giving notice of that fact to the City by certified or registered mail, return receipt requested, as hereinafter provided. The City's obligations under the Agreement shall end upon termination.
  - B. If the licensed premises are damaged by fire or other casualty, but not so as to render same reasonably untenable, in the opinion of BFF, for the purpose or use for which BFF has utilized the same, upon being notified by BFF by certified or registered mail, return receipt requested, the City may repair and restore within a reasonable time, at the City's sole option, the licensed premises to its former condition. If the City decides not to repair and restore the licensed premises, the City shall notify BFF by certified or registered mail, return receipt requested, and this Agreement shall terminate, and the City's obligations under the Agreement shall end.
  - C. If the City fails to make or fails to complete repair and restoration of the licensed premises within a reasonable time after BFF provides notice pursuant to sub-paragraph B, then BFF, at its option, may either (a) immediately terminate this Agreement and all obligations of both parties hereunder, or (b) proceed to make, or cause to be made, such repair and restoration, at BFF's sole expense.
  - D. Notwithstanding anything in this Agreement to the contrary, any damage to the licensed premises caused by BFF, its agents, invitees, program participants, or assigns, will be

promptly repaired to City's reasonable satisfaction at BFF's sole cost and expense. Should BFF not promptly make such repairs, City may provide for the same and BFF will reimburse City for all of City costs in making such repairs, within 30 days of receipt of an invoice from the City.

16. **CONDEMNATION:** If the licensed premises, or such portion thereof as will make the licensed premises unusable for the purpose and use contemplated in this Agreement, is condemned or sold under threat of condemnation, then this Agreement will terminate as of the date of the vesting of title in the public condemning authority.
17. **INSURANCE:**
  - A. BFF shall procure and maintain, at its sole cost and expense, and for the mutual benefit of BFF and the City, comprehensive general liability insurance, including property damage, insuring against liability for injury to persons or property occurring in or about the licensed premises or arising out of the entry or use thereof during the course of this Agreement. The liability coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) combined single limit for any one occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate, as well as Five Million Dollars (\$5,000,000) in excess general liability coverage. Additionally, BFF will ensure that all contractors and/or subcontractors performing working at the licensed premises on its behalf maintain comprehensive general liability insurance providing the same coverage and limits, as well as builder's risk and such other insurance coverages as City may reasonably require. All such policies of insurance shall provide by endorsement that the City of Newport News is an additional insured thereon, and shall be primary to, and receive no contribution from, any other insurance or self-insurance programs maintained by or on behalf of or benefiting City. BFF shall procure and provide a specific endorsement providing a minimum amount of coverage applicable to the licensed premises equal to or greater than the amounts required above (e.g., a "per location" endorsement).
  - B. BFF will maintain such workers' compensation insurance coverage as may be required by the laws of the Commonwealth of Virginia. BFF will ensure that, prior to commencing any work on the licensed premises, its contractors provide proof of and maintain workers' compensation insurance as required by law.
  - C. Evidence of policies of insurance affording the above coverage shall be submitted to the City Attorney's Office and shall be subject to the review and approval by the City upon the commencement of this Agreement. Renewals of such insurance during the term of this Agreement shall also be subject to review and approval by the City.
  - D. All policies of insurance required herein must be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City. If at any time any insurance policy is cancelled or modified, BFF must inform the City within 5 days of receiving notification of the same. Failure to provide such notice may be deemed a breach



of contract.

- E. Should the licensed premises be destroyed by fire or act of God, the City is not obligated to repair, rebuild, or reopen the licensed premises. BFF shall maintain adequate insurance to cover losses of equipment and other BFF owned contents in the event of such an occurrence.

18. **NO LIABILITY OF THE CITY:** The City and its agents shall not be liable to BFF or its agents for; and BFF, for itself and its agents, does hereby release the City and its agents from; liability for any damage, compensation or claim arising from (i) the necessity of repairing or maintaining any portion of the licensed premises or any structural defects thereto, (ii) any interruption in the use of the licensed premises for any reason including any interruption or suspension of utility service, (iii) fire or other casualty or personal or property injury, damage or loss resulting from the use or operation (by the City, BFF, or any other person whomsoever) of the licensed premises or the property, (iv) the termination of this Agreement, (v) any crime committed on the licensed premises, or (vi) any leakage or flooding in or on the licensed premises from water, rain, snow, other Acts of God or other cause whatsoever. Any goods, automobiles, equipment, records, personal property or personal effects stored or placed by BFF and its agents in or about the licensed premises shall be at the sole risk of BFF, and the City and its agents shall not in any manner be held responsible thereof. Except to the extent expressly prohibited by law, BFF hereby waives any claim it might have against the City or its agents for any consequential damages sustained by BFF arising out of the loss or damage to any person or property of BFF.

19. **LIABILITY; INDEMNITY:** BFF hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of BFF, its staff, volunteers, subcontractors, agents or employees under or in connection with this Agreement or the performance or failure to perform any action required by this Agreement. BFF agrees to defend, as determined in the sole discretion of the City, indemnify and hold the City, and its agents, volunteers, servants, employees and officials harmless from and against any and all damage, claim, liability, cost or expense (including, without limitation, court costs, reasonable attorneys' or other professionals' fees and other litigation expenses) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the City or its agents, directly or indirectly, as a result of, arising from or in connection with: (i) BFF's use and occupancy of the licensed premises, including but not limited to those arising from any service or program BFF provides at the licensed premises; (ii) the violation of any law applicable to this Agreement by BFF, its staff, volunteers, subcontractors, agents or employees; (iii) the actions or omissions of BFF and its staff, volunteers, subcontractors, agents or employees.

20. **SURRENDER OF LICENSED PREMISES:** At the expiration or termination of this License Agreement, BFF will surrender the licensed premises to the City, and remove within sixty (60) days of expiration or termination from the licensed premises all of the equipment erected or installed by BFF on the licensed premises during the term of this License Agreement, unless otherwise agreed in writing. Except as provided in paragraph 12, BFF shall restore the licensed

premises to its original condition, normal wear and tear excepted.

21. **REPRESENTATIVES BOUND:** The covenants, stipulations and conditions herein contained shall inure to the benefit of and shall be binding upon the successors and assigns of the City and the successors and assigns of BFF.

22. **ASSIGNMENT AND SUBLICENSING:** City acknowledges that BFF may, from time to time, partner with outside organizations in the provision of BFF's programming at the licensed premises. Nonetheless, BFF shall not, without the prior written consent of the City, assign or sublicense all or any part of the licensed premises to any other person or entity. Regardless of the City's consent, no assignment or sublicensing will release BFF of its obligations under the Agreement, and BFF will remain primarily liable hereunder.

23. **COMPLIANCE WITH LAWS AND RULES:**

- A. BFF will comply with all (i) federal, state and local laws, ordinances, and regulations, including, without limitation, all environmental laws, rules, and regulations (collectively, the "environmental laws"), relating to the licensed premises or the activities conducted therein, and (ii) any building rules and regulations promulgated by the City from time to time. The licensed premises will not be used for the treatment, storage, use or disposal of toxic and hazardous wastes or substances, or any other substance, exposure to which is prohibited, limited or regulated by a governmental or quasi-governmental authority or which, even if not so regulated, could or does pose a hazard to the health and safety of the occupants of the building or surrounding property unless authorized by and in accordance with law. BFF will indemnify and hold the City harmless to the extent allowed by law, from and against any expense or liability caused by BFF's negligence or misconduct arising under the environmental laws resulting from BFF's use of the licensed premises or any acts and/or omissions of BFF. This paragraph shall survive termination of the Agreement.
- B. BFF, during the term of this License Agreement, agrees not to use or keep or allow the licensed premises, or any portion thereof, to be used or occupied for any unlawful or immoral purposes or in violation of any certificate of occupancy or certificate of compliance covering or affecting the use of the licensed premises, or any portion thereof, and will not suffer any act to be done or any condition to exist on the licensed premises or any portion thereof, or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force on the licensed premises.
- C. BFF will comply, and will require that its agents, employees, and volunteers comply, with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted in its use of and provision of services at the licensed premises, including, but not limited to: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and all applicable regulations, amendments, and supplements thereto. BFF represents and

warrants that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses, permits, and approvals necessary for performance of its services pursuant to this Agreement prior to the initiation of services, including any such licenses, permits, or registrations as may be required by the City.

24. **GOVERNING LAW; COURTS:** This Agreement shall be governed, construed, and enforced by and in accordance with the laws of the Commonwealth of Virginia. For the purpose of any suit or proceeding brought in connection with or arising out of this Agreement, venue shall be in a state court of competent jurisdiction in the City of Newport News, Virginia, or the United States District court for the Eastern District of Virginia, as appropriate.

25. **AMENDMENTS:** This Agreement may be amended or modified only by a writing signed by authorized agents of both the City and BFF. The City Manager is authorized, subject to review and approval by the City Attorney, to approve and sign the amendments to this Agreement on behalf of the City.

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

27. **DEFAULT:**

A. The following shall be considered events of default or breach by BFF:

- i. The failure of BFF to reimburse City for invoiced utility expenses;
- ii. The failure of BFF to cure, within thirty (30) days after the City gives written notice of any breach of any covenant, undertaking, term or provision of this Agreement; or
- iii. Abandonment of the licensed premises by BFF. Failure of BFF to use the licensed premises for sixty (60) days may be considered abandonment.

B. In the event of such default or breach, the City shall be entitled, at the City's option, to remove all property and equipment of BFF from the licensed premises, without notice and without being guilty or liable in any manner for trespass, thereby terminating this Agreement. Cumulatively and in addition to the foregoing, the City shall be entitled to enforce all other remedies provided at law or in equity.

28. **RIGHT OF ENTRY:** The City and its duly authorized agents and representatives shall have the right to enter into and upon the licensed premises, or any part thereof, at any time for any reason, including for the purpose of examinations, repairs, or to ensure the safety of the licensed premises.

29. **DAMAGES, ATTORNEYS FEES:** If suit shall be brought by the City for recovery of possession of the licensed premises, for the recovery of any amount due under this Agreement, or because of the breach of any other covenant by BFF, or because of BFF's default, and the City prevails in such action or a portion thereof, then BFF shall pay the City all reasonable expenses

incurred therefor, including reasonable attorney's fees.

30. **NOTICE:**

Any notice or other communication to the City or BFF pursuant hereto shall be deemed validly given, served or delivered if sent by the United States Mail, certified and postage prepaid, addressed as follows:

To BFF:       The Bethea Family Foundation, Inc.  
                  1802 N. Howard Avenue 4882  
                  Tampa, FL 23607

To the City:   City of Newport News, Virginia  
                  City Manager  
                  2400 Washington Avenue, 10<sup>th</sup> Floor  
                  Newport News, VA 23607

With Copy to: City of Newport News, Virginia  
                  City Attorney  
                  2400 Washington Avenue, 9<sup>th</sup> Floor  
                  Newport News, VA 23607

and:  
                  City of Newport News, Virginia  
                  Director – Department of General Services  
                  525 Operations Drive  
                  Newport News, VA 23602

Or to such other addresses as the parties may designate in writing delivered in accordance with the provisions hereof.

BFF shall also provide a contact(s) person's name, address, and telephone number to the Newport News Department of General Services and the Newport News Fire Department in case of an emergency on an annual basis or when the designated contacts are no longer valid. It shall be the responsibility of these contacts to respond to emergency situations at the facility as required at all times of operation and during periods when the center is closed.

31. **EMPLOYMENT; LIABILITY:** It is expressly agreed and understood by the Parties that this Agreement does not create an employment relationship between the Parties. Personnel acting for any Party shall not be considered employees of any other Party while performing this Agreement. BFF shall be responsible for the acts and omissions of its employees, agents, and volunteers.

32. **INVALIDITY:** If any provision of this Agreement shall be held by a court of competent

jurisdiction to be invalid, whether generally or as to specific facts or circumstances, the same shall not affect in any respect whatsoever the validity of the remainder of this License Agreement, which shall continue in full force and effect. Any provision held invalid as to any particular facts and circumstances shall remain in full force and effect as to all other facts and circumstances.

33. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein.

34. **NO THIRD PARTY BENEFIT:** Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party hereto.

35. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute on and the same instrument.

[Signature Page Follows]

The undersigned are duly authorized to execute this agreement for the City and BFF.

**CITY OF NEWPORT NEWS, VIRGINIA**

By: \_\_\_\_\_  
Alan K. Archer, Acting City Manager

Approved as to Content:

\_\_\_\_\_  
David S. Freeman,  
Acting Assistant City Manager

ATTEST:

APPROVED AS TO FORM:

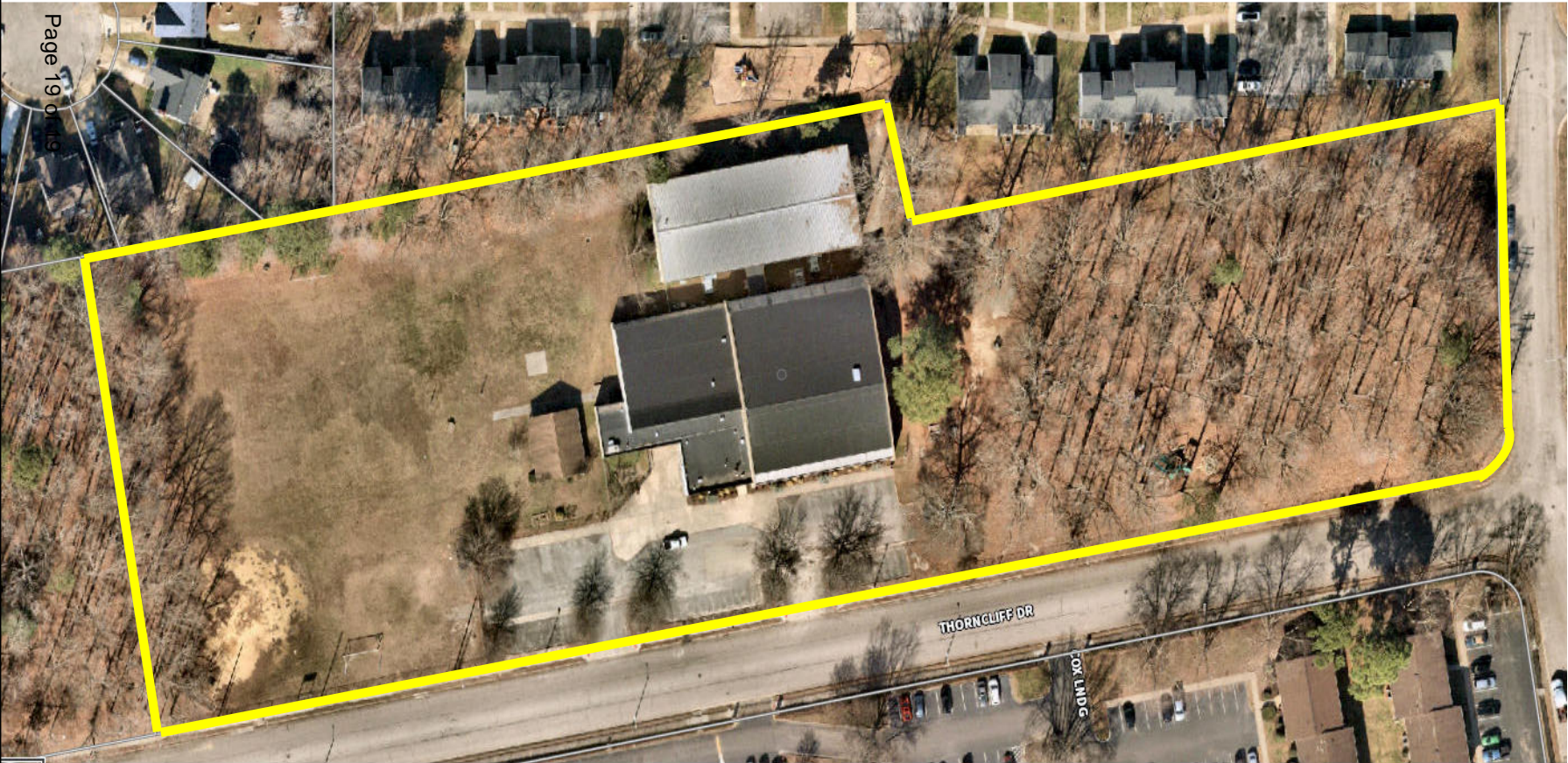
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**THE BETHEA FAMILY FOUNDATION, INC.**

By: \_\_\_\_\_  
Antoine Bethea, President

**EXHIBIT A**



**429 THORNCLIFF DRIVE**



**Agenda Item Summary**

City Council Regular Meeting  
December 12, 2023




**SECTION:** Other City Council Actions


**ITEM:** Resolution Authorizing and Directing the City Manager to Execute an Agreement of Lease By and Between the Economic Development Authority of the City of Newport News, Virginia and the City of Newport News, Virginia for the 75,708-Square-Foot Building and Real Property Located at 13785 Warwick Boulevard in Support of the North Police Precinct and Newport News Police Training Academy

**DEPARTMENT:** Development


**STRATEGIC PRIORITIES ALIGNMENT:**




Health, Safety & Well-being




Education & Learning




Opportunity & Economic Prosperity




Fun, Entertainment & Culture



Welcoming Communities & Connected Neighborhoods



Quality Government & Innovation



Environmental Stewardship & Sustainability

**ACTION:**

A Request to Approve a Resolution Authorizing and Directing the City Manager to Execute an Agreement of Lease By and Between the Economic Development Authority of the City of Newport News, Virginia and the City of Newport News, Virginia for the 75,708-Square-Foot Building and Real Property Located at 13785 Warwick Boulevard in Support of the North Police Precinct and Newport News Police Training Academy.

**BACKGROUND INFORMATION:**

The existing North Police Precinct is outdated and generates significant recurring maintenance expenses. In addition, the Newport News Police Training Academy at 5851 Jefferson Avenue has space constraints that require the City to rent additional space for many of the recruit training programs. This has led to the need to evaluate potential relocation options.

After evaluation of alternate locations, it has been determined that the Economic Development Authority (EDA)-owned, former Lowe’s building and parking lot at 13785 Warwick Boulevard is an ideal space for both the North Police Precinct and the Newport News Police Training Academy.



The City has coordinated with the EDA to make improvements to accommodate the North Police Precinct and Newport News Police Training Academy, as well as the location of 311 Call Center.

To memorialize the occupancy of the space, the City and EDA desire to enter into a lease for the 75,708 square-foot building and real estate at 13785 Warwick Boulevard. The Lease Agreement is for a period of five years, with five one-year renewal options, at a rental rate of \$1.00 per year, with the City funding all required tenant improvements. The City will be responsible for the required maintenance and repairs/upkeep of the premises.

**FISCAL IMPACT SUMMARY:**

Co-location of the North Police Precinct, Newport News Police Training Academy and 311 will create operational efficiencies for the City of Newport News, while providing a modern facility supporting these important City functions.

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval.

**ATTACHMENTS:**

[13785 Warwick Blvd – 12-12-2023 – Aerial](#)

[Deed of Lease \(13785 Warwick Blvd\) – Economic Development Authority – 12-12-2023 – Resolution](#)

## Lease of 13785 Warwick Boulevard for North Police Precinct – Aerial



Page 3 of 21

rag5186

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF LEASE BY AND BETWEEN THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED THE 12<sup>TH</sup> DAY OF DECEMBER, 2023, FOR 13785 WARWICK BOULEVARD, NEWPORT NEWS, VIRGINIA

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

- 1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Deed of Lease by and between the Economic Development Authority of the City of Newport News, Virginia, and the City of Newport News, Virginia, dated the 12<sup>th</sup> day of December, 2023.
- 2. That a copy of the said Deed 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, December 12, 2023.

**DEED OF LEASE**

THIS DEED OF LEASE, hereinafter referred to as “this Lease,” dated this 12<sup>th</sup> day of December, 2023, is made by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as “Landlord” and the **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as “Tenant.”

**WITNESSETH**

**1. LEASED PREMISES**

Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, the “Leased Premises,” consisting of a building containing approximately 75,708 rentable square feet of space, and the real property upon which it is situated, consisting of approximately 9.0648 acres of land located at 13785 Warwick Boulevard, Newport News, Virginia, 23602, as shown on the attached Exhibit A. Landlord and Tenant acknowledge that the parking lot area of the Leased Premises is subject to access and ingress and egress easements as detailed in that certain Declaration of Reciprocal Easements and Covenants Running With the Land recorded in the Clerk’s Office for the Circuit Court of the City of Newport News, Virginia, in Deed Book 792, page 636.

**2. TERM**

2.1 **Term.** The initial term of this Lease shall be for a period of five (5) years, commencing on January 1, 2024 (“Commencement Date”) and expiring on December 31, 2028. The Lease shall automatically renew for up to five (5) additional one (1) year terms thereafter,



unless either party delivers written notice to the other of its desire for the Lease to expire at least 90 days prior to expiration date of the then current lease term. In no event shall this Lease extend beyond December 31, 2033, unless otherwise agreed to by the parties.

2.2 **Termination.** Tenant may terminate this Lease at any time by delivering written notice to Landlord at least 90 days' prior to the proposed termination date.

2.3 **Subject to Appropriation.** It is understood and agreed between the parties hereto with respect to all payment obligations hereunder, including the payment of rent, late charges, and insurance premiums, that Tenant shall be bound and obligated hereunder only to the extent that funds therefore shall have been budgeted and appropriated in any fiscal year of Tenant by the City Council of the City of Newport News.

### 3. **RENT & UTILITIES**

3.1 **Rent.** Tenant shall pay to Landlord annual rent in the amount of ONE DOLLAR (\$1.00).

3.2 **Utilities.** Tenant agrees to contract for electricity, fuel, water, sewer, gas and all other utility charges as may be necessary in its own name, and to pay directly to the utility company the costs for such utilities.

3.3 **Property Taxes.** Tenant shall reimburse Landlord for the payment of all real estate taxes, stormwater fees, special assessments, and similar charges levied against the Leased Premises during the term of this Lease by any authority having the power to tax or assess the Leased Premises.

**4. ALTERATIONS AND ADDITIONS**

4.1 **Tenant Improvements.** Tenant shall be permitted to perform an initial build-out of the Leased Premises to facilitate the Use specified in Article 5 hereof. Except as set forth herein, all alterations, installations, additions or improvements permanently affixed to the Leased Premises shall become the property of Landlord and shall remain upon, and be surrendered with, the Leased Premises upon expiration or termination of this Lease. Any and all equipment or trade fixtures which Tenant installs or causes to be installed shall remain the property of the Tenant and Tenant shall have the right to remove the same at Tenant's expense, provided that Tenant restores the Leased Premises to the condition existing immediately prior to the installation of the same. Tenant shall not without Landlord's prior written consent, which consent shall not be unreasonably withheld, make any additional material structural alterations, improvements, or additions to the Leased Premises. If Tenant makes any alterations, improvements, or additions to the Leased Premises without the prior written consent of Landlord as set forth herein, Landlord may require that Tenant, at Tenant's expense, remove any or all of the same. Tenant shall not, in any event, lose its right, title, or interest in any equipment or trade fixtures. Tenant further agrees to timely provide Landlord with plans and drawings for any improvements made by Tenant.

4.2 **Liens.** Landlord and Tenant both agree to bond, remove, or have removed any mechanic's, materialmen's, or other lien filed or claimed against any or all of the Leased Premises by reason of labor or materials provided for or at the request of Landlord or Tenant, respectively, or any of their respective contractors or subcontractors.

**5. USE OF PREMISES**

5.1 **Use.** Tenant shall use the Leased Premises as a police precinct and for other municipal and governmental purposes including, but not limited to, the 311 telephone information/operator department; provided, however, that Landlord may, in its sole discretion, approve other uses upon written request of the Tenant.

5.2 **Compliance with Law.** Tenant shall, at Tenant's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use of the Leased Premises. Tenant shall neither use nor permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance.

5.3 **Condition of Premises.** Tenant accepts the Leased Premises in "as is" condition.

5.4 **Surrender.** Upon the expiration of this Lease, or on any sooner termination, Tenant shall surrender the Leased Premises to Landlord in the same condition as when received, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the Leased Premises occasioned by the removal of Tenant's fixtures, furnishings, and equipment.

**6. ENCUMBRANCES; ASSIGNMENT AND SUBLETTING**

6.1 Tenant shall not mortgage, pledge or encumber this Lease without first obtaining Landlord's written consent, which Landlord shall not unreasonably withhold.

6.2 Tenant shall not assign this Lease, or sublet or underlet any or all of the Premises, without first obtaining Landlord's written consent, which Landlord shall not unreasonably withhold. This shall not be construed to prohibit the use authorized in Section 5.1.

**7. MAINTENANCE AND REPAIRS**

Tenant agrees during the term of this Lease, at its own expense, to provide for all necessary maintenance and repairs to the interior of the Leased Premises, and agrees to keep the interior of the Leased Premises in good condition. Tenant will provide for all necessary maintenance, repairs and/or replacement of the heating, ventilation, air conditioning, plumbing, electrical, mechanical, utility and safety systems, including any fire suppression system and generator system. Additionally, Tenant will provide for all necessary maintenance and repairs to exterior doors and windows, the exterior of the building and facade, and to the roof of the Leased Premises. Tenant shall be responsible for installation and maintenance of any signage related to its use of the Leased Premises. Tenant shall be responsible for the repair and maintenance of the parking lot including exterior and parking lot lights, trash removal and snow removal, landscaping, and any other related maintenance/repair.

**8. WAIVER OF SUBROGATION**

Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is covered by any insurance policy in effect at the time of such loss or damage. Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation endorsements to all policies of insurance carried in connection with the Leased Premises and the contents thereof.



**9. INSURANCE**

9.1 **Liability Insurance.** Tenant agrees that it shall at all times during the term hereof, at its sole cost and expense, carry and maintain comprehensive general liability insurance against claims for personal injury, including death and property damage, in, on or about the Leased Premises, such insurance to afford protection in the amount of not less than Ten Million Dollars (\$10,000,000) in the aggregate in respect to any one occurrence causing bodily injury, personal injury or death, and in the amount of Two Million Dollars (\$2,000,000) in respect to property damage. Landlord understands and agrees that Tenant may self-insure in lieu of procuring the insurance cited in this paragraph.

9.2 **Hazard Insurance.** At all times during the term hereof, Tenant shall, at Tenant's expense, procure and continue in force "all risk" fire and extended coverage insurance on the Leased Premises at the full replacement cost thereof, unless Tenant self-insures this risk, which self-insurance Landlord hereby consents to.

9.3 **Failure of Insurance Requirements.** If Tenant fails to provide any of the insurance required herein, Landlord may purchase the policies and all premiums shall be paid by Tenant to Landlord as additional rent, unless Tenant has self-insured the risks to be covered and provided Landlord with a statement of same.

**10. CASUALTY**

10.1 **Notice.** In case of any material damage to or destruction of all or any part of the Leased Premises, Tenant shall give prompt notice thereof to Landlord. Each such notice shall describe generally the nature and extent of such damage, destruction, or loss.

10.2 **Damage and Destruction.** If all or any of the Leased Premises is destroyed or damaged by fire or other casualty without the fault of Tenant, Tenant's servants, employees or agents, the damages shall be repaired by and at the expense of Landlord, and the rent, until such repairs shall be made, shall be apportioned according to the part of the Leased Premises which is usable by Tenant. If such partial damage is due to the fault of Tenant, Tenant's servants, employees or agents, without prejudice to any other rights and remedies of Landlord the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of abatement of insurance on the part of Landlord or Tenant or any other cause beyond Landlord's control. If the Leased Premises are totally damaged or are rendered wholly untenable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it, Landlord may, within ninety (90) days after such fire or other cause, give Tenant written notice of such decision, and thereupon the terms of this Lease shall expire upon the third day after such notice is given and Tenant shall vacate the Leased Premises and surrender the same to Landlord. If Tenant shall not be in default under this Lease, then upon termination of this Lease upon the conditions provided for in this section, Tenant's liability for rent shall cease as of the day following the casualty.

## 11. CONDEMNATION

If the Leased Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If less than the full amount of the Leased

Premises is taken by condemnation, Tenant may, at Tenant's option, to be exercised in writing within thirty (30) days after Tenant has received written notice of such taking or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken title or possession, terminate this Lease as of the date the condemning authority takes title or possession.

If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Leased Premises remaining.

Tenant shall be entitled to exercise its statutory rights to participate in the condemnation litigation. Tenant shall be entitled to any award for loss of or damage to Tenant's fixtures, improvements, removable personal property and any other interest Tenant has in or on the Leased Premises.

## **12. DEFAULT AND REMEDIES**

**12.1 Default by Tenant.** The occurrence of any of the follow events shall constitute a material default and breach of this Lease by Tenant:

- (a) The abandonment of the Leased Premises by Tenant without payment of rent;
- (b) The failure of Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due where such failure shall continue for a period of ten (10) days;
- (c) The breach of any other covenant, condition, or agreement by Tenant under this Lease, when such breach continues uncorrected for a period of fifteen (15) days after notice thereof in writing from Landlord to Tenant, except with regard to matters for which compliance cannot be completed within

fifteen (15) days, provided Tenant promptly commences, and pursues diligently and in good faith, actions required for compliance.

12.2 **Remedies of Landlord.** In the event of any such default or Breach by Tenant, Landlord may, at its option, in addition to any other remedy available to Landlord under the law, give notice to Tenant that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than fifteen (15) days after the giving of such notice, and upon the date specified in such notice, this Lease shall terminate.

12.3 **Default by Landlord.**

- (a) Landlord shall be in default if Landlord fails to substantially observe or perform Landlord's covenants, conditions, agreements or obligations contained in this Lease and such failure continues uncorrected for a period of fifteen (15) days after notice thereof in writing from Tenant to Landlord, except with regard to matters for which compliance cannot be completed within such fifteen (15) days, provided Landlord promptly commences, and pursues diligently and in good faith, actions required for compliance.
- (b) In the event Landlord mortgages, refinances, encumbers or otherwise finances its interest, and is in default of any payment to a third party thereunder, including any tax payments, Landlord shall timely notify Tenant of such status, and Tenant, in order to avoid a default, shall then have the right, but not the obligation, to make Landlord's payment and to cure Landlord's default, and to recover such amount from Landlord.

12.4 **Remedies of Tenant.** In the event of any such default or breach by Landlord, Tenant may, in addition to any other remedy available to Tenant under the law, give notice to Landlord that this

Lease shall terminate upon the date specified in the notice, which date shall not be earlier than fifteen (15) days after the giving of such notice, and upon the date specified in such notice, this Lease shall terminate.

**13. BROKERS**

Tenant and Landlord each warrant and represent to the other that they have not engaged or dealt with a broker in connection with the consummation of this Lease.

**14. LANDLORD'S RIGHT OF ENTRY**

Landlord and Landlord's agents shall have the right to enter the Leased Premises during the term of this Lease by appointment scheduled with Tenant, for purposes of (1) inspecting the Leased Premises; (2) showing the premises to prospective lenders, tenants, or purchasers; and (3) for purposes of maintenance, repairs, or additions to the Leased Premises. During any entry by Landlord to the Leased Premises, Landlord or Landlord's agents shall accord reasonable care to Tenant's property.

**15. QUIET ENJOYMENT AND NON-DISTURBANCE**

Tenant's right to quiet enjoyment of the Leased Premises during the entire tenancy shall not be disturbed in any respect by Landlord or its successors, transferees, mortgagees, and assigns if Tenant is not in default, and so long as Tenant shall pay the Rent and observe and perform all of the covenants and provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event Landlord shall assign, sell, transfer, encumber all or any portion of the Leased Premises or its leasehold interest, by operation of law, foreclosure or otherwise, or if the

Leased Premises become subject to the jurisdiction of the U.S. Bankruptcy Court, then it shall be deemed and construed without further agreement, in such event, that Tenant shall be promptly notified, and that any assignee, transferee, mortgagee, successor, buyer, or third party, including any person appointed by a U.S. Bankruptcy Court, hereinafter "Successor Landlord," has reaffirmed the Lease, attorned Tenant, and assumed and agreed to take subject to this Lease and Successor Landlord has agreed to carry out all covenants, terms and conditions of this Lease. In no event shall Landlord or Successor Landlord extinguish Tenant's interest by foreclosure.

#### **16. NOTICES**

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be in writing, and deemed to have been provided after being sent as certified or registered mail in the United States mails to the following:

If to Tenant: City of Newport News, Virginia  
c/o City Manager  
2400 Washington Avenue  
Newport News, VA 23607

w/ a copy to: City Attorney  
2400 Washington Avenue, 9<sup>th</sup> Floor  
Newport News, VA 23607

If to Landlord: Economic Development Authority of the City of Newport News, Virginia  
c/o Department of Development  
2400 Washington Avenue, 3<sup>rd</sup> Floor  
Newport News, Virginia 23607

w/ a copy to: Raymond H. Suttle, Jr., Esquire  
Kaufman & Canoles, P.C.  
11815 Fountain Way, Suite 400  
Newport News, VA 23606

**17. GENERAL PROVISIONS**

17.1 **Complete Understanding; Previous Agreement Superseded.** This Lease represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, statements or agreements, either written or oral, between the parties hereto as to the same. Landlord and Tenant agree that this Lease supersedes and replaces that certain Deed of Lease, dated February 14, 2022, by and between Landlord and Tenant for approximately 6,100 rentable square feet of space within the Leased Premises, and that said prior Deed of Lease is hereby terminated.

17.2 **Amendment.** This Lease may be amended by and only by an instrument executed and delivered by each party hereto.

17.3 **Binding Effect; Choice of Law.** This Lease shall bind the parties, their personal representatives, agents, successors in title, transferees, successors and permitted assigns. This Lease shall be given effect and construed by application of the law of the Commonwealth of Virginia and any action to enforce any provision of this Lease shall be brought and maintained in the Circuit Court for the City of Newport News, Virginia.

17.4 **Time of Essence.** Time shall be of the essence of this Lease.

17.5 **Headings.** The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

17.6 **Exhibits.** Each writing or plat referred to and attached as an exhibit hereto is made a part hereof.

17.7 **Severability.** No determination by any court or governmental body that any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall

affect the validity or enforceability of any other provision thereof. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with applicable law.

17.8 **Authority.** Landlord and Tenant and each individual executing this Lease on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity and that this Lease is binding upon said entity in accordance with its terms.

17.9 **Consents.** Wherever in this Lease the consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld or delayed.

17.10 **Force Majeure.** If Landlord or Tenant shall be delayed, hindered or prevented from the performance of any act required of it under this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, the act, failure to act, or default of the other party, war or any other reason beyond the reasonable control of the party which is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of such delay. The commencement date and/or the expiration date for any term of this Lease shall be adjusted so as to move either or both forward, as the case may be, for the number of days of the excused delay.

17.11 **Jointly Drafted.** No party or parties to this Lease shall be deemed to be the drafter of this Lease, and if this Lease shall be construed by a court of law, such court shall not construe any portion of this Lease deemed ambiguous against any party as the drafter.

[SIGNATURE PAGES FOLLOW]



WITNESS the following signatures and seals:

TENANT:  
  
**CITY OF NEWPORT NEWS, VIRGINIA**

BY: \_\_\_\_\_  
Alan K. Archer, Acting City Manager

ATTEST: APPROVED AS TO FORM:

\_\_\_\_\_  
Mabel Washington Jenkins, City Clerk City Attorney

COMMONWEALTH OF VIRGINIA  
City of Newport News, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Alan K. Archer, Acting City Manager, and Mabel Washington Jenkins, City Clerk, respectively, of the City of Newport News, Virginia on behalf of the City.

\_\_\_\_\_  
Notary Public  
  
Registration No. \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

LANDLORD:

**ECONOMIC DEVELOPMENT AUTHORITY OF THE  
CITY OF NEWPORT NEWS, VIRGINIA**

BY: \_\_\_\_\_  
Howard H. Hoege III, Chair

ATTEST:

\_\_\_\_\_  
Florence G. Kingston  
Secretary/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Raymond H. Suttle, Jr.  
Counsel for EDA

COMMONWEALTH OF VIRGINIA  
City of Newport News, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Howard H. Hoege III, Chair, and Florence G. Kingston, Secretary/Treasurer of the Economic Development Authority of the City of Newport News, Virginia on behalf of the Authority.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**

## Lease of 13785 Warwick Boulevard for North Police Precinct



## Agenda Item Summary

City Council Regular Meeting  
December 12, 2023



**SECTION:** Other City Council Actions

**ITEM:** Resolution to Approve and Adopt the Newport News City Council Handbook

**DEPARTMENT:** City Manager

### STRATEGIC PRIORITIES ALIGNMENT:



Health, Safety  
& Well-being



Education &  
Learning



Opportunity &  
Economic  
Prosperity



Fun,  
Entertainment  
& Culture



Welcoming  
Communities &  
Connected  
Neighborhoods



Quality  
Government &  
Innovation



Environmental  
Stewardship &  
Sustainability

### ACTION:

A Request to Approve a Resolution to Approve and Adopt the Newport News City Council Handbook.

### BACKGROUND INFORMATION:

The Newport News City Council Handbook ("Handbook") has been prepared to help elected officials of the City of Newport News carry out the duties and responsibilities of public office. The Handbook is intended to be used as a reference and includes excerpts from the Charter and Code of the City of Newport News, the Code of the Commonwealth of Virginia, City policies and material provided to elected officials by the Virginia Municipal League.

The Handbook is to be adopted biennially by the City Council at its organizational meeting in January following Council elections and thereafter can be amended by a majority vote of the elected members of Council, with the exception of those rules which are required by law. Once adopted, the Handbook constitutes Council policies and procedures in addition to those established by law.

### CITY MANAGER RECOMMENDATION:

The City Manager recommends approval.

### ATTACHMENTS:

[Approving and Adopting the NN City Council Handbook – 12-12-2023 – Resolution](#)





rag5204

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION TO APPROVE AND ADOPT THE NEWPORT NEWS CITY COUNCIL HANDBOOK.

WHEREAS, the Newport News City Council Handbook (the “Handbook”) has been prepared to help elected officials of the City of Newport News carry out the duties and responsibilities of public office; and

WHEREAS, the Handbook is intended to be used as a reference and includes excerpts from the Charter and Code of the City of Newport News, the Code of the Commonwealth of Virginia, City policies and material provided to elected officials by the Virginia Municipal League; and

WHEREAS, the Handbook is to be adopted biennially by the City Council at its organizational meeting in January after Council elections and thereafter can be amended by a majority vote of the elected members of Council, with the exception of those rules which are required by law; and

WHEREAS, once adopted, this Handbook constitutes Council policies and procedures in addition to those established by law.

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

- 1. That it hereby approves and adopts the Newport News City Council Handbook, a copy of which is attached hereto and made a part hereof.
- 2. That this resolution shall be in effect on and after the date of its adoption, December 12, 2023.



# CITY OF NEWPORT NEWS CITY COUNCIL HANDBOOK



**Adopted January XX, 2024**  
**Revised every two years**  
**Latest Revision DATE, YEAR**



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## FOREWORD

Serving on a city council is one of the most demanding tasks a citizen can perform, especially in a city as large, as diverse, and as complex as the City of Newport News. Council members are pulled in many directions, are often called upon, and (due to the very nature of decision-making) are often subject to criticism. Serving on a city council, however, is also one of the most rewarding tasks a citizen can perform.

Compared to the federal, and even state level, municipal decisions most directly affect people in the community. Decisions made about local infrastructure, education, zoning, housing, public safety, development, transportation and taxation directly affect each of your fellow citizens, your neighbors.

We hope this handbook will offer information, and perhaps a few suggestions, that will make your decision-making job easier. Obviously, no handbook can possibly touch upon every relevant subject, as the real world is a dynamic, nuanced and complex place. But it does include a good overview of what we think are the most important subjects, to include, Council structure, meeting procedures, strategic priorities, and a budgeting overview in addition to other topics that may come up from time to time.

Of course, if you don't find what you need within these pages, or if you need clarification of what information is provided, we are ready to assist you in any way we can.

Working for your success,

**Alan Archer**

Acting City Manager

# CONTENTS

**FOREWORD ..... 1**

**TABLE OF CONTENTS ..... 2**

**INTRODUCTION ..... 4**

    City Council Oath of Office ..... 4

    Organization Chart ..... 5

    Voting District Map ..... 6

**PART ONE: CITY COUNCIL STRUCTURE AND FUNCTIONS ..... 7**

    Powers of City Council ..... 7

    Mayor and Vice Mayor Duties ..... 8

    Council-Manager Government ..... 8

    Strategic Plan ..... 9

    The City Manager’s Role in City Government ..... 10

    The City Clerk’s Role in City Government ..... 10

    The City Attorney’s Role in City Government ..... 11

    Council/Staff Relationship and Communications ..... 11

**PART TWO: CITY COUNCIL MEETINGS ..... 13**

    Regular Council Meetings ..... 13

    Work Sessions ..... 13

    Organizational Meeting ..... 13

    Special Meetings ..... 14

    Closed Session ..... 14

    Public Participation in Council Meetings ..... 15

    Meeting Procedures ..... 15

    Open Meeting Law ..... 19

    Electronic Participation ..... 20

**PART THREE: STANDARDS OF CONDUCT ..... 21**

Code of Ethics ..... 21

Conflict of Interest Rules ..... 22

Electronic Communications ..... 22

Financial Disclosure ..... 23

**PART FOUR: BUDGET ..... 24**

Purpose of a Budget ..... 24

Budgeting Principles ..... 25

Operating Budget ..... 25

Capital Budget ..... 27

Financial Policies ..... 30

City Council Expenditures ..... 31

**PART FIVE: CONSTITUENT SERVICE REPRESENTATIVES ..... 36**

Administrative Matters ..... 36

Prohibited Activities ..... 37

**PART SIX: APPOINTMENT PROCESS FOR  
BOARDS AND COMMISSIONS ..... 38**

Background ..... 38

Objectives ..... 38

Procedures ..... 38

List of City Boards, Committees and Commissions ..... 39

**APPENDIX ONE ..... 40**

# INTRODUCTION

The Newport News City Council Handbook has been prepared to help elected officials of the City of Newport News carry out the duties and responsibilities of public office. The manual is intended to be used as a reference and includes excerpts from the Charter and Code of the City of Newport News, the Code of the Commonwealth of Virginia, City policies and materials provided to elected officials by the Virginia Municipal League.

**Key sources referenced throughout include:**

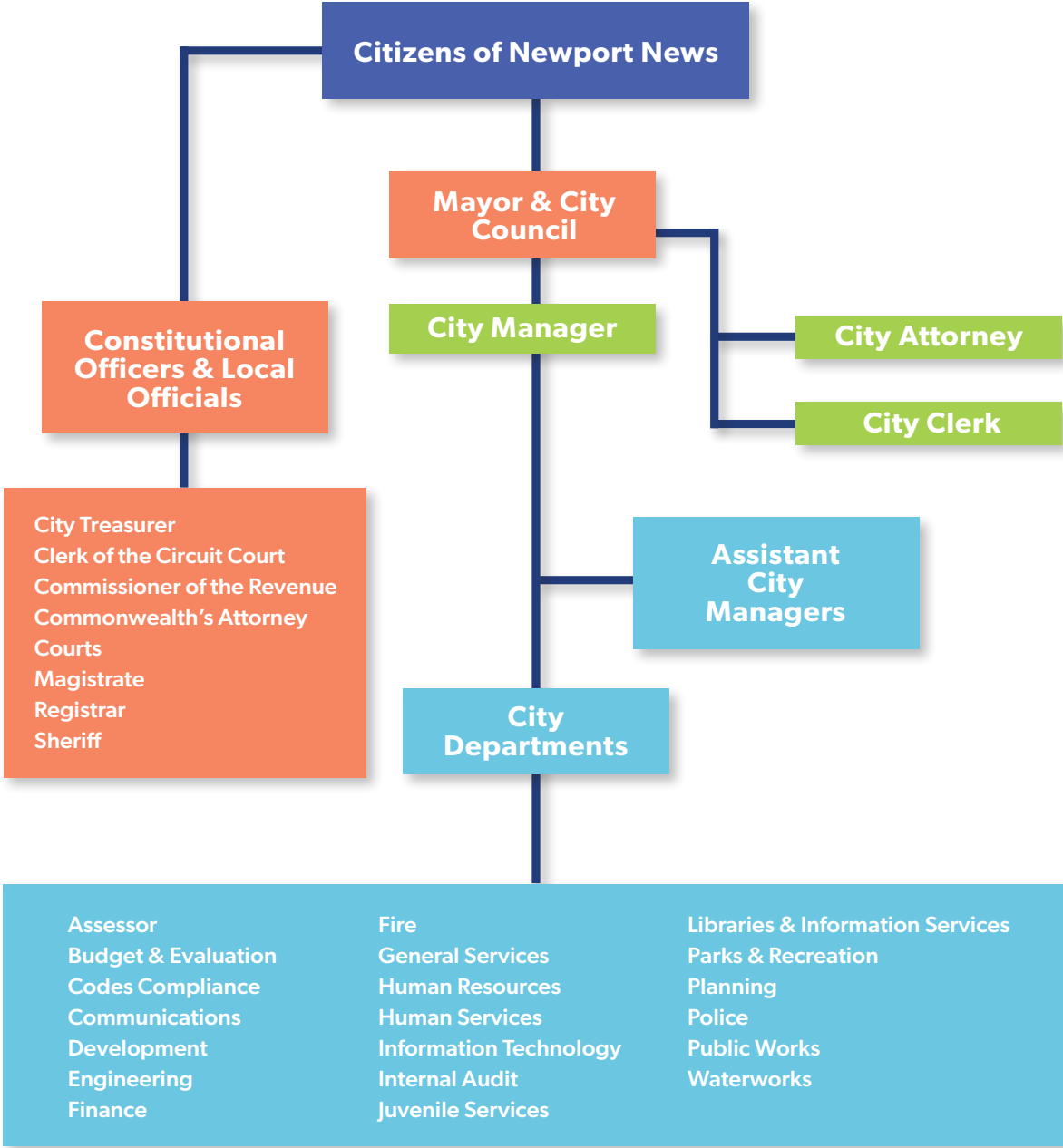
- **Charter of the City of Newport News (Charter)**  
[https://library.municode.com/va/newport\\_news/codes/code\\_of\\_ordinances](https://library.municode.com/va/newport_news/codes/code_of_ordinances)
- **Code of the City of Newport News (City Code)**  
[https://library.municode.com/va/newport\\_news/codes/code\\_of\\_ordinances](https://library.municode.com/va/newport_news/codes/code_of_ordinances)
- **Code of Virginia (Va. Code)**  
<https://law.lis.virginia.gov/vacode/>
- **Virginia Freedom of Information Act (FOIA)**  
<https://law.lis.virginia.gov/vacodepopularnames/virginia-freedom-of-information-act/>
- **Virginia State and Local Government Conflict of Interests Act (COIA)**  
<https://law.lis.virginia.gov/vacodepopularnames/state-and-local-government-conflict-of-interests-act/>
- **Robert’s Rules of Order (Robert’s Rules)**  
<https://robertsrules.com/>
- **Virginia Municipal League’s Elected Official Materials (VML)**  
<https://www.vml.org/Publications/Handbooks-Guides-Reports>

The City Council Handbook is to be adopted biennially by the City Council at its organizational meeting in January and thereafter can be amended by a majority vote of the elected members of Council, with the exception of those rules which are required by law. Once adopted, this manual constitutes Council policies and procedures in addition to those established by law.

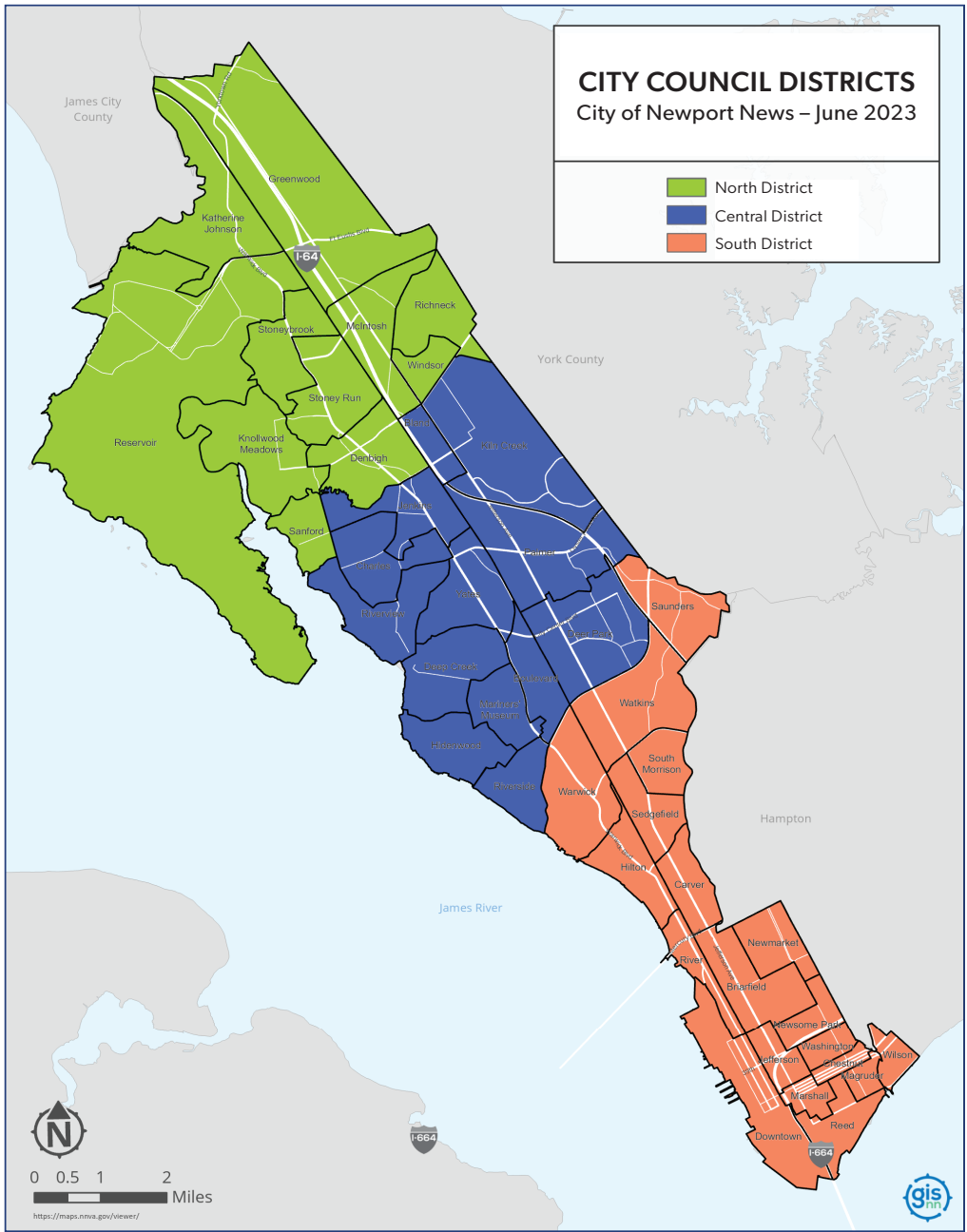
## CITY COUNCIL Oath of Office

**“I do solemnly swear (affirm) that I will support the Constitution of the United States, and the Constitution of the Commonwealth of Virginia, and that I will faithfully discharge and perform all duties incumbent upon me as a City Council member of the City of Newport News according to the best of my ability. So help me God.”**

# ORGANIZATION CHART



# VOTING DISTRICT MAP



# CITY COUNCIL STRUCTURE AND FUNCTIONS

PART ONE1

## POWERS OF CITY COUNCIL

Local Government powers are conferred on the elected City Council by the Commonwealth of Virginia and the people of Newport News. Such powers are defined by the Charter of the City of Newport News, the Code of Virginia, and the Virginia Constitution. As interpreted by the Dillon Rule, localities are “tenants at will” of the state legislature, and depend on the Virginia General Assembly for their operating authority.

CITY CHARTER

Section 4.02: “The council shall be the policy determining body of the city and shall be vested with all the rights and powers conferred on councils of cities of the first class...”

In addition to the rights and powers conferred on “councils of cities of the first class” by the Code of Virginia, the Council has several powers enumerated in its Charter.

These powers include the ability to:

- Pass ordinances and resolutions that appropriate money, levy taxes, and require licenses
- Adopt an annual operating budget
- Pass emergency measures to preserve public peace, property, health and safety
- Choose the Vice Mayor from among Council members
- Fill vacant Council seats
- Appoint/remove the City Clerk, City Manager, and City Attorney
- Adopt Council meeting rules, set times, appoint Council officers and committees, compel member attendance
- Appoint/remove members and chairs of boards and commissions
- Inquire into the official conduct of any City office or officer under its control
- Create, abolish, reassign, transfer, or combine City functions, activities, or departments
- Order an independent audit of accounts, books, records, and other financial transactions of the City
- Fix the schedule of compensation for City officers and employees
- Prescribe the amount and condition of surety bonds required of City officers and employees
- Dedicate new public streets
- Prescribe some of the duties of the Treasurer and Commissioner of the Revenue
- Require the sale of delinquent real estate tax property
- Issue negotiable bonds and notes
- Pass zoning ordinances<sup>1</sup>

<sup>1</sup> Charter Secs. 2.06, 3.04, 4.02, 4.04, 4.05, 4.06, 4.08, 4.13, 4.14, 6.12, 5.01, 7.01, 7.02, 8.03, 8.14, 8.15, 10.02  
City Code Secs. 2-6, 2-11.1, 2-21.1, 40-202, 40-202.1



# CITY COUNCIL STRUCTURE AND FUNCTIONS

## MAYOR AND VICE MAYOR DUTIES

### Mayor

According to Section 3.01 of the Charter, the Mayor shall be elected at large by the qualified voters of the City. The Mayor shall preside over meetings of Council and be recognized as the head of the government for:

- All ceremonial purposes
- Purposes of military law
- Recognition by the Governor for military purposes<sup>2</sup>

### Vice Mayor

The Vice Mayor is chosen by Council peers at the first meeting of a newly elected Council to perform official duties in the absence or disability of the Mayor.<sup>3</sup>

## COUNCIL-MANAGER GOVERNMENT

The council-manager form is the most popular structure of government in the United States among municipalities with populations of 2,500 or more. Under this form, residents elect a governing body—including a Mayor—to adopt legislation and set policy. The governing body then hires a manager with broad executive authority to carry out those policies and oversee the local government's day-to-day operations. The City of Newport News has operated under the council-manager plan since 1920.



The council-manager form of government recognizes the critical role of elected officials as policy makers, who focus on mapping out a collective vision for the community and establishing the policies that govern it. This form also recognizes the need for a highly-qualified individual who is devoted exclusively to the delivery of services to residents. The structure is similar to that used by many corporations, in which the board of directors hires an experienced CEO, who is granted broad, executive authority to run the organization. These boards establish the company's overall policy direction, while the CEO oversees implementation of that policy.<sup>4</sup>

<sup>2</sup> City Code Sec 2-20

<sup>3</sup> Charter Sec. 4.03 & 4.05

<sup>4</sup> ICMA Council-Manager Form of Government <https://icma.org/sites/default/files/Council-Manager%20Form%20Brochure%20%28FINAL%29%2010-2019.pdf>

STRATEGIC PLAN

City Council provides a collective vision for the City through its Strategic Plan. Strategic planning provides a high-level roadmap for elected officials and city governments and presents a vision for the city, the mission of city government and high-level strategic priorities, goals and objectives to guide the use of city resources. The City of Newport News Strategic Plan includes three strategic priorities - People, Places and Government - and seven subordinate goals. Each of the seven goals has supporting strategic objectives with strategies and measures of effectiveness to track progress on achieving the strategic objectives.

The Comprehensive Plan, which is adopted every five years <sup>5</sup>, and the supporting neighborhood and area plans are more detailed companion documents that serve as primary tools to guide future investment in and development of the City for the next 20 years. The development, implementation and update of the goals in the Strategic Plan provide a means of sorting out priorities and is a major determinant and driver of the City’s budgeting process.

Updates to the Strategic Plan are typically done through a goal setting process every two years, with City Council’s adopted goals then becoming a guide for the two succeeding budgets. Newly elected Council members inherit a Strategic Plan, giving them time to become familiar with the workings of City government before charting the City’s Course.

NEWPORT NEWS VISION STATEMENT

“A diverse and prosperous waterfront city of science, technology, innovation and art where people come together as a vibrant, inclusive community.

Newport News Strategic Priorities and Goals

	<p>PEOPLE</p> <ul style="list-style-type: none"><li>1. Health, Safety &amp; Well-Being</li><li>2. Education &amp; Learning</li><li>3. Opportunity &amp; Economic Prosperity</li><li>4. Fun, Entertainment &amp; Culture</li></ul>
	<p>PLACES</p> <ul style="list-style-type: none"><li>5. Welcoming Communities with Connected Neighborhoods</li></ul>
	<p>GOVERNMENT</p> <ul style="list-style-type: none"><li>6. Quality Government &amp; Innovation</li><li>7. Environmental Stewardship &amp; Sustainability</li></ul>

<sup>5</sup> Va. Code Sec. 15.2-2230

# CITY COUNCIL STRUCTURE AND FUNCTIONS

## THE CITY MANAGER’S ROLE IN CITY GOVERNMENT

**CITY CHARTER**

**“There shall be a city manager who shall be the chief administrative officer of the city and shall be responsible to the Council for the proper administration of the city government.” Charter Sec. 5.01**

**“He shall be appointed solely on the basis of his executive and administrative qualifications, with special reference to his actual experience in or knowledge of accepted practice in respect to the duties of his office. The City Manager shall be responsible to the Council for the proper administration of all affairs of the city placed in his charge...” Charter Sec. 5.01**

The City Charter is an enactment of the Virginia General Assembly and is, therefore, state law specifically applicable to the City of Newport News. The City Charter delegates broad administrative power to the City Manager subject to Council’s continuing review. Qualifications, powers, and duties of the City Manager are provided for in Chapter 5 of the Charter. Enumerated duties include the ability to:

- Have direction of and control over all departments of the City except as otherwise provided in the Charter
- See to the enforcement of City ordinances and state laws
- Execute, under the direction of Council, all contracts, deeds, and other papers
- Make policy recommendations to Council
- Keep Council advised on financial condition and future needs
- Prepare and submit an annual budget
- Prepare and submit a comprehensive financial report of activities of the City during the fiscal year ending on the preceding June 30
- Prepare and submit requested reports

## THE CITY CLERK’S ROLE IN CITY GOVERNMENT

The governing body of every locality in this Commonwealth shall appoint a qualified person, who shall not be a member of the governing body, to record the official actions of such governing body. The person so appointed shall be called clerk for the board of supervisors or council, as the case may be.<sup>6</sup>

The City Clerk is the clerk of the Council. Duties of the City Clerk are provided for in Chapter 4 of the Charter and in City Code. Duties include:

- Recording the proceedings of all meetings of the Council
- Acting as the custodian of all official records of the City

<sup>6</sup> Va. Code Sec. 15.2-1538

- Acting as the custodian of the corporate seal of the City
- Coordinating Council travel, to include travel advances, ticket acquisitions, reservations, etc.
- Performing such clerical duties on behalf of the Council or its members as the Council may, by ordinance or resolution, prescribe
- Publishing such reports and ordinances as the Council is required by law to publish and such other reports and ordinances as it may direct

### THE CITY ATTORNEY'S ROLE IN CITY GOVERNMENT

The City Attorney is the legal advisor of the Council, the City Manager, and of all departments, boards, commissions and agencies of the City, including the School Board, in all matters affecting the interests of the City. The City Attorney shall be an attorney-at-law licensed to practice law in the Commonwealth and shall not engage in the private practice of law. Powers and duties of the City Attorney are provided for in Chapter 10 of the Charter. Duties include:

- Providing written opinions on questions of law
- Preparing ordinances for introduction
- Drawing or approving all bonds, deeds, leases, contracts or other instruments to which the City is a party or in which it has an interest
- Representing the City as counsel in any civil case in which it is interested and in criminal cases in which the constitutionality or validity of any ordinance is brought in issue
- Instituting and prosecuting all legal proceedings he shall deem necessary or proper to protect the interests of the City

### COUNCIL/STAFF RELATIONSHIP AND COMMUNICATIONS

While the City Manager, City Clerk and City Attorney serve at the pleasure of the Council, all other City staff are employees of the City Manager, City Clerk, or City Attorney. Neither the Council nor any of its members are permitted to direct or request the appointment or removal of officers and employees in the administrative service of the City.<sup>7</sup>

Except for the purpose of inquiry, the Council and its members shall deal with the administrative services solely through the City Manager, and neither the Council nor any member thereof shall give orders either publicly or privately to any subordinate of the City Manager. Any Council member violating the provisions of this section or voting for a motion, resolution or ordinance in violation of this section shall be guilty of a Class 4 misdemeanor, and upon conviction thereof, shall cease to be a Council member.<sup>8</sup> Any violation by a member of the Council should be brought to the immediate attention of the City Attorney.

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<sup>7 8</sup> Charter Sec. 5.03

## CITY COUNCIL STRUCTURE AND FUNCTIONS

While it is inappropriate for any Council member to instruct a City employee, it is entirely appropriate to inquire since information is the basis for understanding and action. Information that would be difficult or time-consuming to produce, however, or that relates to a current or future agenda item should be formally requested of the City Manager, preferably during a City Council meeting, rather than requested of an individual staff member. Council members' requests generally fall into one of the following categories:

1. Requests for information readily available
2. Follow-up for a constituent relative to a municipal problem or question
3. Requests for information not readily available and requiring significant staff time and research effort
4. Initiation of a new priority or program

Normally, items 1 and 2 can be handled directly between the Council member and the City staff. Items 3 and 4 should be requested of the City Manager. If a Council member is not satisfied with the information received, he or she should approach the City Manager who will work to improve the flow of information to and from key staff members.



## CITY COUNCIL MEETINGS

### PART TWO 2

#### REGULAR COUNCIL MEETINGS

City Council primarily exercises its powers through public meetings.

Regular City Council meetings commence at 7 p.m. on the second and fourth Tuesday of each month, except there shall be no meeting on the fourth Tuesday of July, August and December. Should the day established by the governing body as the regular meeting day fall on any legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the governing body.<sup>9</sup>

Regular meetings typically have on the agenda only those items ready for a Council decision. Activities of key importance during regular City Council meetings may include:

- Public Hearings as required by law or Council policy. Public hearings may cover subjects such as proposed budgets, proposed Comprehensive Plan amendments, rezoning land, special use permits, and street closing requests
- Reports and Recommendations from the City Manager and City Attorney
- Reports and Recommendations from the Planning Commission and other advisory boards
- Ordinances and Resolutions which are legal instruments whereby Council establishes public policy either in the form of local laws (ordinances) or formal statements of fact and intent (resolutions)
- Appropriations of funds

#### WORK SESSIONS

Work Sessions are typically held prior to the regular Council meetings.<sup>10</sup> Work sessions facilitate Council discussion in a more informal setting. Items for which action may be taken at a later regular meeting typically appear on the work session agenda. Work sessions may also be used on an ad hoc basis to delve deeper into complex issues, such as the budget.

#### ORGANIZATIONAL MEETING

The first meeting of a newly elected Council shall take place on the date of the first regularly scheduled meeting of City Council in the month of January following the election. At or before this meeting, the oath of office shall be administered to the duly elected members.

The first order of business is for members to elect the Vice Mayor.

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<sup>9</sup> Va. Code 15.2-1416

<sup>10</sup> City Code 2-21.1

## CITY COUNCIL MEETINGS

### SPECIAL MEETINGS

Special meetings of the City Council may be called at the request of the Mayor, City Manager, or any three members of the Council.<sup>11</sup>

When called, the Clerk notifies Council in writing of the meeting. All notices of special meetings to Council members shall state the subjects for which the meeting is being called.<sup>12</sup>

Electronic Mail or facsimile transmissions may serve as written notice. Phone calls may be used as needed to supplement other special meeting notices.

Unless the Council votes unanimously, no business except the items on the special meeting agenda can be transacted. Meetings must be open to the public unless members vote to convene a Closed Session.

### CLOSED SESSION

According to the Charter, meetings of the Council shall be open to the public except when the public welfare requires Closed Sessions. A City Council or committee may go into Closed Session and exclude the public for certain stated reasons. In accordance with FOIA, more than 20 items relevant to various aspects of City business may be discussed in a closed session. Closed Session issues typically involve:

- Personnel VA Code § 2.2-3711.1
- Acquisition of property VA Code § 2.2-3711.3
- Legal briefings VA Code § 2.2-3711.7 and 2.2-3711.8

The procedure for convening a Closed Session is as follows:

1. While in public session, a majority of Council members must approve a motion to go into Closed Session. The motion must include the subject and a citation for the specific code section containing the FOIA exemption allowing the Closed Session. Allowances for Closed Sessions are located in Section 2.2-3711 of the Virginia Code.
2. While in the Closed Session, Council members may discuss only the subject mentioned in the motion.
3. Certify by recorded vote, after Council completes the Closed Session and returns to public session, that the discussion in closed session was restricted to only those matters identified in the motion to go into Closed Session.

No closed meeting shall be held unless the above-mentioned procedures are followed.

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<sup>11</sup> Charter Sec. 2.21

<sup>12</sup> FOIA 2.2-3707



## PART TWO 2

### PUBLIC PARTICIPATION IN COUNCIL MEETINGS

The City Code permits the public to speak during a Public Hearing on matters germane to the business of the Council. Members of the public shall register to speak by providing the City Clerk with their name and residential address and indicating the item on which they wish to speak. Speakers shall confine their remarks to no more than three minutes and should confine their remarks to matters germane to the agenda item on which they are speaking or, if made during citizen comments, to matters germane to the business of Council.<sup>13</sup> To encourage public involvement, regular work sessions and Council meetings are televised.

### MEETING PROCEDURES

#### Setting the Meeting Agenda

All meeting agenda items which require formal Council action are placed on the agenda for consideration. The agenda of the regular meeting is typically finalized on the Thursday prior to the Tuesday Council meeting. Consequently, all items should be submitted in time for distribution to Council on the Thursday of the week before the regular monthly Council meetings. If an item involves a legal matter, it should be submitted in sufficient time to allow a review by the City Attorney.

Items originating from Council members should be shared with the City Manager or the Mayor by the established deadline. Department directors normally submit agenda items to the City Manager three weeks prior to a regular Council meeting. The City Manager generally meets with the Mayor, City Attorney, and City Clerk on the week prior to the Council meeting to review and finalize the agenda.

The City Manager is responsible for preparing and distributing the agenda.

#### Mayor as Presiding Officer

The Mayor presides at every meeting of the Council and at the hour appointed, calls the Council to order, provided a quorum is present. The Mayor signs all ordinances and resolutions on behalf of the Council.

The Mayor preserves order and, with the assistance of the City Attorney, speaks to and decides all points of order. The Mayor has control of the Council Chamber and the connecting halls and corridors. In case of a disturbance or disorderly conduct, the Mayor may order the same to be cleared.

The Vice Mayor presides in the Mayor's absence.<sup>14</sup>

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<sup>13</sup> City Code Sec. 2.36

<sup>14</sup> Charter Sec. 4.03



# CITY COUNCIL MEETINGS

### Attendance

Attendance of members is an important and necessary component of service on City Council. Failure of a Council member to attend Council meetings affects the ability of City Council to conduct its public business. A Council member who is unable to attend a meeting shall notify the Mayor of that impending absence prior to the date of the meeting.

### Order of Business <sup>15</sup>

- 1. Roll Call
- 2. Invocation
- 3. Pledge of Allegiance
- 4. Presentations
- 5. Public Hearings
- 6. Consent Agenda
- 7. Other City Council Actions
- 8. Appropriations
- 9. Citizen comments on matters germane to the business of City Council
- 10. Old Business, New Business and Council member Comments
- 11. Adjournment

The City Manager, who is entitled by the Charter to a non-voting seat on the Council, may include a report or recommendation under any item of business. The City Attorney and department directors participate in discussions as their respective issues are discussed.<sup>16</sup>

The order of business at regular or special council meetings shall not be departed from except by the consent of four (4) members of the council.<sup>17</sup>

**CITY CHARTER**  
**Section 5 “It shall be the duty of the city manager to attend all meetings of the Council with the right to speak but not vote ...”**

<sup>15</sup> City Code Sec. 2-36  
<sup>16</sup> Charter Sec. 5.05  
<sup>17</sup> City Code Sec. 2-38

**Rules of Procedure During Council Meetings**

Familiarity with and use of rules of procedure provide the means whereby the affairs of the Council can be controlled by the general will of the members. Council meetings proceed in a controlled and predictable manner, allowing the business of the citizens of Newport News to be handled in a direct, constructive, and democratic manner. Rules of Procedure for Council meetings are set out in Chapter 2 of City Code and summarized below:

- **Obtaining the floor:** A member desiring to speak at a meeting may, from his accustomed seat, obtain the floor by addressing the presiding officer by his official title thusly: "Mr. Mayor," or if a woman, "Madam Mayor" and, if the member is entitled to the floor, the presiding officer assigns the member the floor by announcing the member's name.
- **Manner of speaking:** No member shall speak on pending motions until he has been recognized by the Mayor and, during the time allowed him, he shall confine himself strictly to the question before the Council. No member shall, in debate, use any language or gesture calculated to wound, offend or insult another member. No member, while speaking, shall be disturbed in any manner by private conversation or otherwise.
- **Violations of order:** For any willful transgression of the rules or for any repetition of a transgression, the Mayor shall or any member may call the offender to order, in which case the member so called to order shall immediately yield the floor unless permitted to explain. For flagrant or repeated violations of order, especially if persisted in after the admonition of the presiding officer, a member shall be liable to the censure of the Council and may, in addition thereto, be removed from the Council chamber by order of the Mayor.
- **Order of questions:** The Mayor shall propound all questions in the order in which they are moved, unless the subsequent motion shall be previous in its nature.
- **Motions under debate:** When a question is under debate, the Mayor shall receive no other motion than to adjourn, to lay on the table, for the previous question, for the pending question, to postpone to a certain day, to amend or to postpone indefinitely, which several motions shall have precedence in the order in which they stand arranged.
- **Division and Amendment:** If the question for decision includes several definite propositions, the same may be divided upon demand of any one (1) Council member, but a motion to strike out and insert shall not be divided, nor shall a motion to strike out, being lost, preclude either an amendment or a motion to strike out and insert. No motion or proposition on the subject different from that under consideration shall be admitted under color of amendment.
- **Form of question:** The Mayor shall put a question, and questions shall be distinctly put and the following form may be used: "As many as agree that, etc. (as the question may be) say 'Aye'" and, after the affirmative vote is given, "Those opposed, 'No'"

## CITY COUNCIL MEETINGS

- **Points of order:** The Mayor may speak on points of order in preference to other members, and shall decide questions of order without debate, subject to an appeal to the Council. On every appeal, the Mayor shall have the right to assign reasons for his decision, and such decision shall be final unless reversed by a majority vote of all the other members present.
- **Adjournment:** A motion to adjourn shall be in order at any time except on an immediate repetition or when, on the call of the previous question or the pending question, the same shall have been ordered or when a member shall have the floor or pending the verification of a vote and such motion to adjourn shall be decided without debate.
- **Reconsideration of motions:** No motion for reconsideration of an ordinance or resolution shall be in order: (1) unless made at the same meeting at which such ordinance or resolution was considered, and such motion shall be proposed by one (1) of the members of the prevailing side and shall require the consent of four-sevenths ( 4/7 ) of the entire Council; or (2) a written notice at least twenty-four (24) hours in advance has been given to each Council member that such motion shall be proposed at the next regular Council meeting by one (1) of the members of the prevailing side and shall require the consent of four-sevenths ( 4/7 ) of the entire Council.
- **Amendment, suspension or repeal:** No ordinance shall be amended, suspended or repealed except by ordinance regularly introduced and passed, nor shall any section of an ordinance be amended unless the whole section of the ordinance be reordained.
- **Robert's Rules:** The rules of parliamentary practice comprised in "Robert's Rules of Order, Newly Revised," 12th Edition, 2020 Copyright, shall be parliamentary authority in the Council except as otherwise provided.

### Council Voting

Every member who shall be present when any question is put, including the presiding officer, shall vote unless excused by the Council; provided, however, that no member of the Council shall participate in the vote on any ordinance, resolution, motion or vote in which such member has a personal interest, as defined by the State and Local Government Conflict of Interests Act (COIA), unless an exception under COIA applies.<sup>18</sup>

No ordinance, resolution, motion or vote shall be adopted by the Council except at a meeting open to the public and, except motions to adjourn, to fix the time and place of adjournment and other motions of a purely procedural nature, unless it shall have received the affirmative votes of at least four (4) members. All voting, except on procedural motions, shall have the ayes and nays recorded in the journal.

No ordinance can be passed or resolution adopted that appropriates money or creates indebtedness or directs the payment of any sum of money, except by concurrence of four-sevenths of all members elected to Council.<sup>19</sup>

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<sup>18</sup> City Code Sec. 2-53, Va. Code Secs. 2.2-3112, 2.2-3101

<sup>19</sup> City Code Sec. 2-55

## PART TWO 2

After a vote is announced, no member shall change his vote without the consent of the Council. The right to change a vote shall be limited to the current meeting and not continue for any subsequent meeting.

### **Ordinances and Resolutions**

A copy of each ordinance or resolution, legibly written or printed, will be furnished to each Council member when introduced unless there is unanimous consent to waive the requirement.

All ordinances and resolutions passed by Council take effect on the tenth day following their passage, unless another date is specified therein and except as otherwise provided in the City Charter.<sup>20</sup>

### **OPEN MEETING LAW**

FOIA generally requires that all meetings of the Council as well as most other public bodies, such as Planning Commissions, Boards of Zoning Appeals, School Boards, Redevelopment and Housing Authorities, be open to the public. It is important to note that committees appointed by Council or any other public body subject to the FOIA must also be open to the public. Therefore, all committees appointed by Council, whether composed of selected members of Council or of non-council persons or a mixture, and regardless of number are subject to the FOIA's public meeting requirements.

FOIA provides that in order to constitute a "meeting" a quorum must be present. Therefore, FOIA applies to regular meetings as well as gatherings of three or more Council members where City business is discussed.

FOIA requires that Council and committees and subcommittees appointed by Council give advance written notice of every meeting to every citizen, including news media, who has requested to receive such notice. Council may require that the requests for notice be renewed annually. In addition, copies of agendas and materials distributed to Council must be simultaneously made available for public inspection unless a FOIA exemption applies. The City Clerk and the City Attorney typically handle the notice requirement to media for Council.

Information packets are typically posted electronically on the Thursday before a regular Council meeting to Council members and are made available to the public and press. Minutes must be kept of all meetings of Council, including work sessions and informal meetings at which no official action is taken. Vote is by roll call and the ayes and nays of any question are recorded in the minutes of the meeting. Secret ballots are prohibited by Section 2-30 of the City Code and by the Code of Virginia.

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<sup>20</sup> City Code Sec. 2-57

## CITY COUNCIL MEETINGS

Section 2.2-3704.3 of the Code of Virginia requires local officials to participate in training within 2 months after assuming the office and thereafter biennially, for as long as they hold such office so they can be familiar with these and other provisions of FOIA.

### ELECTRONIC PARTICIPATION

The Council may meet by electronic means without a quorum physically assembled at one location when either the Governor or the City has declared a state of emergency, provided that the nature of the declared emergency makes it impracticable or unsafe to physically assemble at one location and the purpose of the meeting is to provide for the continuity of government operations. Regarding such meetings, FOIA requires notice to the public, electronic access by the public, and an opportunity for the public to comment.

In accordance with adopted policy, individual Council members may participate electronically in two regular meetings per year provided a quorum is present in the physical meeting location.



## STANDARDS OF CONDUCT

### PART THREE 3

#### CODE OF ETHICS

The City Council shall hereby adopt a Code of Ethics by which it shall be governed. The purpose and intent of this Code of Ethics is to prescribe a high standard of conduct for members of the Newport News City Council. in order to promote public confidence in the integrity of local government as well as its fair and effective operation. Achieving this requires that Council members:

1. Obey all applicable laws regarding official actions taken as a Council member.
  - a. Support the Constitution of the United States and the Constitution of Virginia.
  - b. Administer the laws of the Nation, Commonwealth, and City fairly and impartially.
  - c. Abide by the spirit and the letter of the laws of the United States, Virginia and City.
  - d. Carry out all lawful orders and policies, including this Code of Ethics, of the City Council.
2. Act with Integrity and Independence.
  - a. Grant no special treatment or advantage to any citizen beyond that which is available to every other citizen except by due process of law.
  - b. Grant to every citizen a fair and impartial hearing on any matter which may be heard before the public official.
  - c. Avoid the appearance of impropriety.
3. Abstain from voting upon a matter in which the public official has a personal interest, except as permitted by law after full disclosure of such interest.
4. Refuse to offer or accept personal gifts, favors, or special privileges in every instance where there is a reasonable likelihood that the gift, favor or special privilege is being afforded or if received would influence him or her in the performance of official duties.
5. Not use information that is unavailable to the general public for his or her personal or financial advantage.
6. Faithfully perform the duties of office.
  - a. Council members shall faithfully attend all relevant public meetings whenever possible.
  - b. Council members shall endeavor to be prepared in advance of public meetings in order to effectively participate in such meetings.
  - c. Council members shall refrain from engaging in conversations outside of formal quasi-judicial hearings over which they will preside.
7. Conduct official business in an open and public manner.
  - a. Council members shall comply with all applicable laws related to open meetings and public records.
  - b. Council members shall foster an atmosphere of transparency and candor in conducting public business.

## STANDARDS OF CONDUCT

### CONFLICT OF INTEREST RULES

To ensure citizens that the judgment of public officers and employees is not compromised or affected by inappropriate conflicts, the Virginia General Assembly adopted the Virginia State and Local Government Conflict of Interests Act (COIA). The law requires all Council members to:

- Disclose financial interests once each year.
- Refrain from contracting for business with the local government, except under limited and defined circumstances.
- Abstain from voting on items of personal interest that apply solely to the Council member or that prevent impartial voting, except when defined exceptions apply and upon advice of the City Attorney.
- Refuse to accept any gift from person whose interests may be substantially affected by performance of the Council members official duties and in any event, refuse to receive any combination of gifts with an aggregate value in excess of \$100 within any calendar year.
- Refrain from use of confidential information required as a Council member, and not available to the public, for the member's personal economic benefit.
- Refrain from offering or accepting money or anything of value to obtain a contract for any person or business with the City.

The City Attorney and the local Commonwealth's Attorney are the proper persons to turn to for competent legal advice concerning conflict of interest questions. As a member of a local governing body, Council members are entitled by statute to obtain a formal opinion from the local Commonwealth's Attorney. Violation of COIA is a criminal offense, however a Council member cannot be prosecuted for such violation the Act if he acts based on a written opinion of the Commonwealth's Attorney or based on written informal advice of the Virginia Conflict of Interests and Ethics Advisory Council (assuming full disclosure of all the relevant facts).

### ELECTRONIC COMMUNICATIONS

Council members should be mindful of law, policy, and procedures when using electronic mail. All email communications among Council members should be considered open to Freedom of Information Act (FOIA) inquiries. Contemporaneous email communication between three (3) or more Council members regarding City business constitutes an unlawful meeting under the provisions of FOIA, and is, therefore, improper. All email communications to and from staff members should be in accordance with established guidelines for staff inquiries.

At the start of a City Council member's term and at the request of the City Council member, the Information Technology Department will provide a laptop/tablet for the member to use at home for the purpose of conducting City business. In addition to this device, the City will also establish an email address at the City and Internet access if necessary. This will allow the Council member to communicate with City employees as well as



## PART THREE 3

with citizens. Requirements for Council's use of information technology, social media, and use of city equipment and property shall be the same as established by the City Manager for City employees as outlined in Personnel Administrative Policy 1403 – Use of Information Technology, 1410 – Social Media Policy and 1412 – Use of City Property and Equipment.

At the end of the City Council member's term, the member may elect to keep the laptop/tablet provided to them. Based on experience, a four-year-old device has reached its useful life and will therefore be deemed fully depreciated. If the member elects not to keep the device, the member will contact the Information Technology Department and schedule a time for the device to be returned to the City for inventory purposes.

### FINANCIAL DISCLOSURE

Provisions of COIA concerning financial disclosure apply to Council members of all cities and towns with populations greater than 3,500.

In January of each year, the City Clerk will supply appropriate disclosure statements to Council members and the applicable members of Boards and Commissions that must be filed by February 1. The Real Estate Holdings and Financial Disclosure Forms will be submitted to members of boards, commissions, and authorities as required by State Code. The City Clerk and City Attorney shall assist all members with filing appropriate forms prior to their start of term. Additionally, local elected officials are required to complete an online Conflict of Interest training module every two years. The module can be accessed through the Virginia Conflict of Interest and Ethics Advisory Council website.





## BUDGET

Sound financial management and budgeting are essential for the effective delivery of government services. A government that shows it is thinking strategically, planning for the future, basing its spending decisions on citizen input, and managing its financial resources wisely can develop and retain the confidence of its citizens.<sup>21</sup>

Council's primary responsibility for budget development is to give general policy direction to the City Manager, through the long range goals identified in its Strategic Plan.

### PURPOSE OF A BUDGET

The primary purposes of a governmental budget are to account for and control the use of public resources and to provide a legitimate process for the expenditure of public funds. However, budgeting is more than just a device to authorize and control revenue raising and spending. It is the principal vehicle for setting fiscal and program policy. Budgets are also used to:

- Establish priorities for the local government
- Plan for the rational distribution of resources
- Establish performance objectives and desired outcomes and relate them to expenditures
- Evaluate the performance of departments and programs
- Explain to citizens the types and levels of services funded with their tax dollars
- Ensure that funds are expended in a way that meets the planned budget objectives

The City prepares two types of budgets each year:

**1. Operating Budget.** Applies to the recurring or one-time activities that are financed through current revenues. Major revenues estimated in the operating budget include general property taxes and other local taxes and fees. Major expenditures include staff salaries and benefits, debt service, materials, and services to support City services and facilities. By law, revenues and expenditures must be equal in the Annual Operating Budget, commonly referred to as a balanced budget. The Operating Budget appropriates funds for one fiscal year (July 1 – June 30) and appropriations cease on the last day of the fiscal year.

**2. Capital Budget.** Addresses long-term physical improvements that involve longer life spans, long-range returns, and relatively high costs. Capital budgets typically appropriate funds through the life of the project. The Capital Budget includes new construction or renovations to existing school buildings and other city structures, major street, bridge, and sewer repair projects, and upgrades to existing park facilities or new park structures.

These budgets are closely related, and each one contributes to the sound fiscal management of the community.<sup>22</sup>

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<sup>21</sup> <sup>22</sup> VML

## PART FOUR 4

### BUDGETING PRINCIPLES

The budget process is by its nature an exercise in conflict resolution and compromise. This is not bad. It reflects the fact that all players involved – elected officials, managers, department heads, budget analysts, and citizens – have a different perspective on the budget process. A natural tension exists between the desire to provide services to citizens and the need to be fiscally prudent. As such, negotiation and compromise will always be hallmarks of the budget process.<sup>23</sup>

The community's long-term solvency is a key factor for the governing body to consider as it maps out a course for the future. Sometimes the City Manager and the budget staff may have to interject a cautionary note in this effort. For example, the desire to fund major improvements or new programs should be tempered by a realistic assessment of future revenue growth. Similarly, one-time revenues or other windfalls should not be used to build an operating budget that cannot be sustained over time.<sup>24</sup>

Maintaining an appropriate level of fund balance is also a priority of the City when developing budgets. City staff consult with a professional financial advisor on the appropriate level of fund balance. The City has adopted fund balance policies to ensure cash flow stability, to maintain or increase the City's bond credit rating and to support unpredictable revenue shortfalls. Use of fund balance to finance operations should be resisted unless the balance has grown beyond an appropriate level. In this circumstance, fund balance usage should be matched with non-recurring expenditures (capital projects, one-time expenses) and not be used to fund personnel or recurring expenditures.<sup>25</sup>

### OPERATING BUDGET

The City's annual operating budget process is a complex undertaking involving the entire government. The City is required by its Charter to adopt a final budget by June 15.<sup>26</sup>

#### City Manager's Recommended Budget

The City Manager submits a recommended operating budget to City Council on or before April 1st. The Manager's recommended budget includes a budget message explaining the proposed financial policies of the City for the budget year and describing the important features of the budget plan. The Manager's budget message also sets forth the reasons for salient changes from the previous year in cost and revenue items and explains any major changes in financial policy. For each line item, the Manager will also provide:

- Amounts appropriated and expended during the preceding fiscal year
- Current fiscal year's appropriations
- An estimate of revenues for the upcoming fiscal year
- Proposed expenditures for the upcoming fiscal year and any increases or decreases proposed<sup>27</sup>

<sup>23</sup> <sup>24</sup> <sup>25</sup> VML

<sup>26</sup> Charter Sec. 6.12 Should the council take no final action on or prior to such day, the budget, as submitted, shall be deemed to have been finally adopted by the council.

<sup>27</sup> VML

# BUDGET

## Budget Adoption Timeline

City Council must approve the budget and fix a Real Estate tax rate by June 15. The budget calendar below provides a timeline of the budget process.

## Operating Budget Calendar

Date	Action
July 1	Beginning of Fiscal Year
October	Budget preparation instructions distributed to departments and agencies
November – January	Departments and agencies develop budget requests
February – March	Budget Hearings conducted by City Manager with Department of Budget & Evaluation
Late March	City Manager submits proposed budget to City Council
April - May	City Council work sessions on budget and budget public hearings
May 15	Date by which schools budget must be approved
June 15	Date by which City Operating Budget must be approved
June 30	End of Fiscal Year

## Work Sessions

After the City Manager has submitted a proposed budget to the Council but before any public hearing is held, City Council has one or more work sessions with the City Manager and staff. Work sessions can give the members of City Council a better understanding of the key issues in the budget and the rationale behind the City Manager’s strategy. They also give the members of City Council the opportunity to ask questions, identify significant concerns, and suggest other issues they would like to see explored before the budget is adopted.<sup>28</sup>

## Public Hearing

Before adopting the budget, City Council must hold at least one public hearing to give citizens an opportunity to voice their support or objections to items recommended in the City Manager’s budget.

<sup>28</sup> VML

## PART FOUR 4

### Tax Rates

Any proposal for a tax increase must be published in a newspaper at least seven days before adoption, and a public hearing must be held before adopting the tax increase. When the reassessment of real property results in the total real property tax levies increasing by more than 1 percent, a locality must first publish a notice of its intent in the newspaper seven days prior to a public hearing on the proposed tax rate. The public hearing may not be held at the same time as the budget hearing.<sup>29</sup>

### Action by Council on the Budget

After the conclusion of the public hearing, Council may insert new items of expenditures or may increase, decrease or strike out items of expenditure in the budget, except that no item of expenditure for debt service as required by law shall be reduced or stricken out. The Council shall in no event adopt a general budget in which the total expenditures exceed the revenues, estimated as hereinbefore provided, unless at the same time it adopts measures for providing additional revenue in the ensuing fiscal year sufficient to make up the difference.

### Appropriations Ordinance

The local budget is for “informative and fiscal planning purposes only.” Therefore, the adoption of the budget is accompanied by passage of an appropriations ordinance. The appropriations ordinance is the legal instrument that distributes funds for the fiscal year.<sup>30</sup> The City Manager has the authority to transfer budgeted amounts among departments within any fund; however any revisions altering the total appropriations of any fund must be approved by City Council. The budget may also be accompanied by ordinances altering the tax rate on real estate and personal property or levying a new tax or altering the rate of other taxes necessary to balance the budget.

### Budget Monitoring

Once the budget is approved, there is significant focus on the control of expenditures and monitoring revenues. Ongoing monitoring of revenues and expenditures throughout the year is a responsibility shared by department directors, the Department of Budget and Evaluation and the City Manager. The City Manager keeps City Council apprised of the ongoing financial condition of the City through quarterly financial reports.

### CAPITAL BUDGET

The Capital Improvements Plan (CIP) is a multi-year planning document. In its most basic form, the CIP is a five-year schedule of capital improvements and includes new construction or renovations to existing school buildings and other city structures, major street, bridge, and sewer repair projects, and upgrades to existing park facilities or new park structures, among other planned capital expenditures. The CIP lists each capital item approved by

<sup>29</sup> VML

<sup>30</sup> VML; Va. Code 58.1-3321

## BUDGET

the governing body, the year in which it will be purchased or started, the amount to be spent in each year, and the proposed method of financing. The CIP includes future projects for which financing has not been secured or legally authorized. As a result, the “out-years” (future years) of the CIP are subject to change.

Like the operating budget, City Council’s strategic priorities guide the CIP process. The City Manager must submit to Council a multi-year Capital Improvements Plan that is consistent with the policies established by the Council for such programs by November 1 each year.<sup>31</sup>

By approving the multi-year CIP, Council authorizes the first year of the plan to be implemented. Appropriations are then made on a project-by-project basis.

### Capital Project Financing

Financing strategies for capital projects differ from those of ongoing operating expenses because of the sizable one-time costs and prolonged life cycles typical of capital projects. Accordingly, the capital budget cannot be fully funded with current revenues. A key element of the capital budget is a financing plan that spells out how the projects will be funded.

Most projects in the CIP are funded by 20-year General Obligation (GO) Bonds issued by the City with level annual principal payments. Debt financing is typically used for expensive capital facilities with long, useful lives, so that bond repayment occurs over the period during which the facility will be used.<sup>32</sup> The annual principal and interest payments (debt service) are included in the City’s annual operating budget. The General, Wastewater, Stormwater, and Solid Waste funds each pay for a proportionate share of principal and interest payments. The Waterworks Fund pays all of the debt service related to its capital projects. Capital projects may also be funded using current resources (cash capital) or through Federal or State grant funds.

The types of debt commonly issued by the City include the following:

### General Obligation Bonds

These bonds are instruments of indebtedness issued by the City and secured by the full faith and credit and general taxing power of the issuer. They are frequently used to finance the costs of non-revenue-producing projects, such as schools, courthouses, government office buildings, jails, libraries, parks, and roads. The City is required by law to levy taxes on all property of the locality subject to taxation sufficient to pay the principal and interest on general obligation bonds.

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<sup>31</sup> City Code Sec. 2-16

<sup>32</sup> VML

PART FOUR 4

Revenue Bonds

Revenue bonds are debt instruments issued by local governments and secured by the pledge of a specific source of revenues. The City typically issues revenue bonds to finance Waterworks projects. The issuance of revenue bonds does not count against a locality’s debt limit.

Before the city can borrow the funds or even commit to begin a project, State law requires adherence to several steps. State law requires that a public hearing be conducted on a bond authorization by the City Council. A bond authorization indicates an amount of funds that the city intends to borrow (at some time in the future) to pay for capital projects. A notice (advertisement) that the public hearing will be held by the City Council must be advertised in the newspaper twice during the two-week time period before the public hearing is actually held. The advertisement lists the amount of funds that the city intends to borrow (at some time in the future) and provides an estimate of the amount of money by category that it intends to spend on capital projects. The public hearing gives citizens an opportunity to express their views about the city’s intention to incur additional debt for capital projects.

When the bond authorization is approved by the City Council, it signifies that the City will use bonds as the funding source to pay for projects up to the amount of the bond authorization. It does not mean that the City intends to sell bonds immediately or even in the very near future. Generally, the city only sells bonds when the cash is needed and when market conditions are the most favorable (lowest interest rates) for the City to borrow the money.



# BUDGET

## FINANCIAL POLICIES

The City has adopted policies which guide its capital improvement planning and its issuance of long-term debt. These policies are intended to help the City maintain or improve its bond rating, help the City manage its capital investments in a manner which does not create an undue financial burden on its citizens and taxpayers, and keep changes in debt service obligations at levels that do not reduce the City’s ability to provide acceptable municipal and educational services to its citizens.

The following are the City’s Capital Financing Debt Management Policies:

Debt Indicator	Established Policy
Outstanding General Obligation to Taxable Real and Personal Property Value	No greater than 3.0%
General Fund Debt Service to General Service Fund Revenue	No greater than 9.5%
Proportion of Capital Improvement Plan spending with Cash Capital	No less than 20%
Outstanding General Obligation Debt Scheduled to be repaid within 5 years	No less than 30%
Outstanding General Obligation Debt Scheduled to be repaid within 10 years	No less than 60%

A copy of the City’s financial policies can be found in the appendix of this handbook.

In addition to debt management policies, the City has adopted a Fund Balance Policy, which sets minimum guidelines for the General Fund unassigned fund balance to ensure the City maintains sufficient working capital and has the ability to address emergencies without borrowing, and a Pension Funding Policy, which guides the City’s pension funding activities. Together, these policies ensure the City’s long term fiscal stability.





PART FOUR 4

The City and City’s Waterworks Department maintain strong credit ratings with the financial ratings agencies Standard & Poor’s (S&P) and Moody’s. These credit ratings allow the City to gain access to capital at lower interest rates.<sup>33</sup>

Rating Agency	Standard & Poor’s (S&P)	Moody’s
City	AA+	Aa1
City Water Works	AAA	Aa1

CITY COUNCIL EXPENDITURES

Use of City Council Funds

Each fiscal year, as part of Council’s approval of the annual operating budget for the City, or as amended during the year, Council appropriates a certain amount of public funds for expenditure by “City Council” and for “City Council Contingency”. These funds are taxpayer dollars that the City has collected from the public to provide vital local services. As such, it is City Council’s ongoing responsibility to consider the highest and best use of these limited public resources. Council’s expenditure of these funds is also governed by Federal and State law.

To ensure all use serves the community’s interest and adheres to applicable law, public funds appropriated for expenditure by “City Council” and for “City Council Contingency” may be expended by City Council in accordance with this Council Procedure document, as follows:

Routine Administrative Costs Paid by Clerk or Manager

Funds may be expended (without a vote of City Council) for routine, ongoing costs necessary for the day-to-day business of City Council, to include:

1. Purchase of office supplies, books, newspaper subscriptions, and other professional publications, membership dues in organizations related to City Council’s duties (VML, Virginia First Cities, NLC, etc.), printing and copying costs, postage, professional headshots, and City logo attire related to the business of City Council or for the use of individual Council members or Constituent Service Representatives (CSRs) for official City business;
2. Cost of technology provided to individual Council members and CSRs for official City business, including computers, tablets, cellular phones, internet hotspot devices, printers, webcams, other peripherals and accessories, cases, carrying bags, and fees for service and data storage associated with such devices;
3. Purchases of goods and services, including catering and meals, for City Council Work Sessions and/or City Council Meetings, functions, or retreats (for example: a facilitator for a Council workshop; facility rental, catering for a City Council meeting or retreat);

<sup>33</sup> Credit ratings reaffirmed in 2023



## BUDGET

4. Costs related to attendance at official functions within the United States to which City Council, or an individual Council member or their staff, are invited or are required to attend, including registration, transportation, lodging, other incidental travel and meeting expenses, banquet costs and business meals (when a per diem allowance is not provided) in accordance with the City's Travel and Meeting Expense Policy ("travel policy") and this Handbook. With respect to airline travel, members of Council may book any fare class, with the exception of business/first class, and may incur additional airline charges for seat selection of any economy or premium economy seat and up to 2 checked bags. The City Clerk is responsible for determining that such expenditures are appropriately justified; ensuring compliance with the City's travel policy and this Handbook; and when required, completing travel forms on behalf of City Council members or their staff within the times specified within the City's travel policy.
5. Charitable institution's event table sponsorships or individual seats, provided that the charity is located in the City of Newport News, serves Newport News citizens, the purpose of the event is non-sectarian, and funds are available within the City Council budget line item for Table/Seat sponsorships.
6. Tokens of sympathy or appreciation purchased on behalf of City Council to recognize career milestones, retirement, sympathy for the loss of a family member, and similar circumstances for the City Clerk, City Manager, City Attorney, other current and former City elected officials, officers, staff, members of Boards and Commissions, and officials of other governmental agencies.

Payment for the expenditures listed above shall be arranged by the City Clerk or City Manager, on behalf of City Council, using a credit card (p-card) issued by the City or by another form of payment used by the City in the normal course of business. Individual Council member credit cards (p-cards) shall not be used to pay for these expenditures, except as otherwise allowed below.

### **Costs Paid Directly by City Council Members**

Funds may be used to reimburse individual members of Council and/or their staff for expenses incurred by such individuals for official City business provided that the expenses are itemized and documented to the extent feasible. In lieu of incurring a reimbursable expense and then submitting a reimbursement request to the City, any individual member of Council or Council staff may use a City credit card (p-card) issued to such Council member/staff person to purchase eligible goods and/or services.

Goods and services purchases which may be reimbursed to individual members of Council and/or their staff, or which may be purchased on a City credit card (p-card) by members of Council and/or their staff are limited to:

1. Costs related to attendance at official functions within the United States to which City Council, or an individual Council member or their staff, are invited or are required to attend, only when such expense cannot reasonably be arranged by the City Clerk in advance (for example: taxicabs at the travel destination, parking fees, road tolls, internet connection charges at a conference, etc.). Travel costs shall be limited to only those expenses that are allowed under the City's travel policy. The use of City funds to accommodate personal comfort, convenience, and taste is not permitted.

## PART FOUR 4

2. Meals or refreshments for an individual member of Council himself/herself/themselves, while meeting with one or more constituents, if receipts are supported by documentation meeting IRS standards for allowable business expenses (identification of the business purpose of the meeting, the topic(s) discussed, the person(s) participating in the meeting, etc.) Expenditures for business meals shall be limited to the amount allowed under the City's travel policy;
3. Business meals or refreshments for an individual member of Council and accompanying City employees, employees of other governmental agencies or employees of charitable institutions (charitable institution must be located within the City of Newport News or if located outside the City, provide services to Newport News residents). Business meals must be supported by documentation meeting IRS standards for allowable business expenses (identification of the business purpose of the meeting, the topic(s) discussed, the person(s) participating in the meeting, etc.). Expenditures for business meals shall be limited to the amount allowed under the City's travel policy. Other governmental agencies and charitable institutions include, but are not limited to, the following organizations:
  - Federal Departments, Agencies and Elected Officials, including Jefferson Lab, Joint Base Langley Eustis and US Navy
  - State Departments, Agencies and Elected Officials including VDEM, VDEQ, VDH and VDOT
  - Public Colleges & Universities including CNU, HU, ODU, VPCC and W&M
  - Local & Regional Governmental Agencies including CSB, HRPDC, HRT, HRWC, NNPS, NNRHA, and PAC
  - Local and Regional Chambers of Commerce
4. Mileage, at the standard mileage rate set forth by the IRS, for use of a personal vehicle to conduct official City business (reimbursement only).
5. Home office supplies for individual Council members or staff of Council such as copier paper, pens, notepads, etc. not to exceed \$25 per item. Other office supplies shall be purchased by the City Clerk.
6. Tokens of sympathy or appreciation for the City Clerk and his/her/their staff, the City Manager and his/her/their deputies and assistants, and the City Attorney and his/her/their staff to recognize career milestones, sympathy for the loss of a family member, and similar circumstances. The value of a transaction for any such purchase shall not exceed \$50.
7. Goods, services, or items approved by City Council, as a body, to be purchased with an individual Council member's credit card (p-card).

In accordance with Resolution 12637-14, each member of City Council shall adhere to the City employee Travel and Meeting Expense Policy ("travel policy") except as otherwise provided in this Handbook. Each member shall read and become familiar with all applicable provisions of the travel policy and adhere to such provisions while conducting City business. Cost limitations and requirements for documentation of purchases made with a City-issued credit card (p-card), as well as travel advance (per diems) and mileage reimbursement requests, shall be the same as outlined in the City's Travel and p-card policies.

## BUDGET

Travel reports shall be filed with the City Clerk within fifteen (15) days after a member's return from travel. In addition, travel shall not be authorized unless and until outstanding travel reports, if any, have been completed and submitted.<sup>34</sup>

### Costs Requiring Approval of Council as a Body

Funds may be expended for any other lawful purpose when approved by a majority vote of City Council, including, without limitation:

1. Charitable donations authorized by state statute;
2. Contractual services related to the business of City Council (for example: consulting services for a City Council initiative);
3. Travel costs for a Council member or their staff for attendance at official functions outside the United States, and other travel costs, including any policy exceptions, which otherwise would require approval by the City Manager under the City's travel policy

### Prohibited Expenditures

The following expenditures of City funds are PROHIBITED and are UNAUTHORIZED as to every individual member of Council and each member of their staff:

No City funds shall be used to obtain, purchase, or pay for any of the following—whether the purchase or payment is made or obtained by means of a City-issued credit card (p-card), expense reimbursement request, City-issued check, cash or cash equivalent (gift card) or otherwise:

1. Alcoholic beverages and tobacco products and paraphernalia
2. Personal entertainment not related to business such as movie rentals, premium cable fees, gym access fees, spa services, personal sight-seeing or shopping, night clubs, bowling, or similar recreational activities
3. Personal clothing, toiletries, medicines, reading materials, barber or salon services, or other personal items or services
4. Passports and other identification required to travel
5. Money orders, traveler's checks, ATM or banking service fees, except reasonable foreign transaction fees when on international travel



<sup>34</sup> City Code Sec. 2-30

## PART FOUR 4

6. Non-business telephone call charges and personal postage
7. Childcare, eldercare, babysitting, or pet care costs
8. Personal vehicle repairs or towing, parking or moving violation fines, bail, or legal fees
9. Loss of funds or loss/damage to personal belongings
10. Gifts or donations to any individual(s)
11. Personal vehicle fuel (Reimbursement for use of a personal vehicle to conduct official City business is at the Standard Mileage Rate set forth by the Internal Revenue Service)
12. Meals for which a per diem advance or reimbursement was otherwise provided or requested
13. Medical expenses (Human Resources will need to be contacted if a work related injury occurs)
14. Any purchase or expenditure that exceeds funding that is available within City Council's fiscal year budget at the time of the purchase or obligation of City funds
15. Any purchase or expenditure not specifically authorized within these Council Rules and Procedures

If any individual member desires to use a City credit card (p-card) that is issued to the individual but is not sure whether or not a particular purchase is allowable, it shall be the responsibility of the member of Council to seek guidance from the City Clerk, the Finance Director, or the City Attorney's Office prior to use of the credit card (p-card) for the contemplated purchase. Inquiry shall be made regardless of whether similar purchase(s) have previously been made prior to the adoption of the City Council Handbook.

### Oversight of Council Expenditures

1. The City Clerk shall send quarterly budget-to-actual expenditure reports to City Council, reporting all expenditures from City Council's budget for the preceding quarter (inclusive of p-card purchases), as well as the total amount of funds remaining to be spent during the fiscal year. It shall be the responsibility of City Council, as a body, to review the budget-to-actual expenditure reports and to address any apparent concerns as a group, with Council staff and each other.
2. If any member of Council or their staff has a question about whether any credit card (p-card) purchase or other expenditure complies with the procedures set forth in the City Council Handbook, the question should first be presented to the City Clerk, and assistance from the Finance Director or City Attorney may be requested, as needed.
3. Any member of City Council who uses a credit card (p-card), or otherwise obligates City funds to be expended, for purposes not authorized by the City Council Handbook may be subject to civil fines, reimbursement to the City, and/or criminal prosecution.<sup>35</sup>

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<sup>35</sup> Va. Code §18.2-112

## CONSTITUENT SERVICE REPRESENTATIVES

City Council's annual operating budget includes funding for part-time Council Constituent Service Representatives (CSRs). In their capacity as part-time employees, CSRs serve as liaisons between members of City Council and the community for the purpose of responding to constituent inquiries; helping maintain the calendars of individual City Council members; representing members of the City Council at special events in times of a Council member's absence; and working directly with members of City Council on projects of concern, among other job duties.

### Administrative Matters

1. Council members may hire more than one part-time CSR, provided that the total hours between an individual Council member's CSRs do not exceed 29 hours per week.
2. No member of the immediate family of any member of City Council shall be eligible for appointment as CSR.
3. CSRs shall receive as compensation such salary as the City Council may from time to time establish in adopting the City's annual budget. The salary for all representatives shall be uniform.
4. Hours of work will be established between each CSR and his or her member of City Council, provided the hours do not exceed the average of 29 hours per week. CSRs will submit a weekly timesheet to the Special Assistant to the Mayor who is responsible for approving the timesheet in accordance with City payroll deadlines.
5. All expenditures by CSRs will be paid or reimbursed on an actual expense basis. No cash advances for anticipated expenditures will be made except as it relates to approved travel per diems per the City's travel policy. All documents requesting payment will require the signature of the member of the City Clerk, Special Assistant to the Mayor, or designee and must be in accordance with the City's procurement procedures and limitations outlined in Part Four – Budget; City Council Expenditures.
6. CSRs must review and acknowledge receipt of the City Attorney's guidelines on CSR activity.
7. CSRs shall follow all City policies and procedures, including but not limited to, Personnel Administrative Manual Sections 1401, 1403, 1405, 1410 and 1412.
8. Travel in the Commonwealth of Virginia only will be authorized for CSRs for attendance at meetings, conferences, and seminars and for other assigned work directly related to their Council responsibilities. Travel outside of Virginia will be undertaken only in accordance with an affirmative vote of City Council in a public session.
  - a. All such official travel by CSRs will be subject to the provisions of the City's Section 1405 Travel & Meeting Expense Policy
  - b. Only mileage which is incurred as a result of travel on City business is to be shown on the travel record; mileage for transportation to and from the CSR's home to City Hall/City Center is not reimbursable

**Prohibited Activities**

1. While CSRs are permitted to participate in political activities while off duty, out of uniform, and not on the premises of their employment with the locality, CSRs are prohibited from:
  - a. using their official authority to coerce a subordinate employee to pay, lend or contribute anything of value to a political campaign or to discriminate against any employee or applicant for employment because of that person's political affiliations or activities;
  - b. discriminating in the provision of public services or responding to requests for such services on the basis of political affiliations or the political activities of the person or organization requesting the service;
  - c. suggesting or implying that the locality has officially endorsed a political party, candidate or campaign.
  - d. attending political campaign functions with or on behalf of any City Council member during their compensable employment hours. CSRs will not be paid for time spent participating in or attending political activities.
2. No member of City Council may delegate his/her authority to vote on any matter to a CSR. Further, No CSR shall serve as a member of any City advisory board, commission or committee that is charged with making recommendations upon which his or her member of City Council will or may be voting.
3. The CSRs will have a similar relationship to City staff as members of City Council have to such staff, as is defined in Section 5.03 of the City Charter. Specifically, members of City Council are prohibited from directing or requesting the appointment of any person to, or his removal from, any office or employment by the City Manager or by any of the Manager's subordinates and prohibits members of Council from in any way taking part in the appointment of or removal of officers and employees of the City except as specifically provided in the Charter. This section further prohibits any member of Council from giving orders or direction either publicly or privately to any subordinate of the City Manager. Accordingly, CSRs are not permitted to do, on behalf of their assigned Council member, that which the Council member is otherwise, prohibited from doing. As such:
  - a. The primary points of contact in the City Manager's office for the CSRs will be the City Manager on matters of major importance and the City's Legislative Liaison or Assistant City Managers within their assignments. However, all members of the City Managers Office function as a unit and are available to assist the CSRs.
  - b. The City Manager's office shall provide or arrange for such clerical services for the members of City Council and CSRs as cannot be provided by either the City Clerk or the CSRs themselves.

## APPOINTMENT PROCESS FOR BOARDS AND COMMISSIONS

### Background

One of the City Council's most important responsibilities is that of appointing citizens to serve on various boards and commissions. Boards and commissions exercise a number of advisory, administrative, and quasi-judicial powers and functions essential or useful to the operation of city government. They also provide an opportunity for citizen involvement in local government.

Boards and Commissions are created and enabled in different ways. Some are creations of the General Assembly, some are creations of the City Council. Terms of office and qualifications for office vary as well. Most terms, however, begin and expire either at the beginning of the calendar year (January 1) or the beginning of the fiscal year (July 1). In making appointments, the City Council will be assisted by the City Clerk to administer the process.

### Objectives

It is the City Council's objective to manage the appointment process so that:

1. Boards and Commissions are composed of capable, dependable, and effective members
2. Citizens are encouraged to apply for board appointments. Council desires that boards reflect the diversity of the community
3. To encourage maximum participation, Council gives consideration to new appointees while balancing the importance of institutional knowledge and experience of incumbents
4. Appointments are made on time
5. New members are oriented and prepared for their roles
6. Retiring members are recognized and thanked

### Procedures

The City Clerk will administer the appointment process per the quarterly cycle and as follows:

### Applications

The City invites citizens to apply for board appointments on forms provided for that purpose. Applications may be submitted at any time and will be retained for two years for use when vacancies occur. Invitations to apply will be made periodically (at least once per year) via social media outlets and the City's website. Applicants may apply for more than one board but must indicate a priority. Associated Departments may interview candidates and provide a recommendation to the City Council for an appointment.

### City Council Action

City Council will normally receive and discuss the recommendations in Closed Session, prior to voting on appointments in Open Session.

**Notification and Orientation of Appointees**

The City Clerk will notify appointees in writing of their appointment by City Council, with copies to the board chairman and/or staff member on the board. The appointee will be sworn in at the office of the City Clerk or Clerk of Courts.

The board chair or staff member on the board is responsible for informing the new member about meetings, the attendance policy, and orienting the new member to their duties.

**Attendance Requirement—Members of Boards and Commissions**

Anyone appointed by City Council to a Board or Commission as listed below who fails to attend meetings consistently, who has irregular attendance, or unexcused absences, as defined in City Code Section 2-11.1, shall be considered after the steps mentioned therein have been taken to have voluntarily resigned. The Chairperson of the board/commission shall notify the City Clerk of attendance concerns so that Council is aware when it considers an individual for removal, appointment, or reappointment to an appointed body.

This policy shall apply to all boards/commissions listed below, provided however, that if State law or City Ordinance addresses attendance requirements in an alternative manner, such law shall prevail over this policy.

**List of City Boards, Committees and Commissions**

The following is a list of boards/commissions/authorities/committees that shall be subject to this policy (and in the case of regional boards, shall apply to the City’s appointed members):

- Board of Appeals
- Board of Trustees - Pensions & Retirement
- Commemoration Advisory Commission
- Committee on Investments
- Downing-Gross Cultural Arts Center Board
- Eastern Virginia Medical School Board of Visitors
- Hampton Newport News Community Criminal Justice Board
- Hampton-Newport News Community Services Board
- Hilton Village Architectural Review Board
- Human Services Advisory Board
- Industrial Development Authority
- Law Library Advisory Committee
- Insight Enterprises, Inc. Board of Directors
- Newport News Arts Commission
- Newport News Community Policy & Management Team
- Newport News Human Rights Commission
- Newport News Occasions
- Newport News Planning Commission
- Newport News Public Library - Board of Trustees
- Newport News Redevelopment & Housing Authority
- Newport News Wetlands Board
- Newsome House Museum & Cultural Center Foundation, Inc. Board of Directors
- North End/Huntington Heights Architectural Review Board
- Peninsula Agency on Aging
- Peninsula Airport Commission
- Reservoir Protection Appeals Committee
- Southeastern Virginia Health System
- Virginia Peninsula Community College Board of Directors
- Towing Advisory Board
- USS Newport News Liaison Committee



# APPENDIX ONE

## CITY PLANS AND POLICIES REFERENCED IN THE COUNCIL HANDBOOK

### Strategic Plan

<https://www.nnva.gov/440/Strategic-Priorities>

### Comprehensive Plan

<https://www.nnva.gov/1763/Comprehensive-Plan>

### Fund Balance Policy – City Council Resolution 12365-12

<https://docs.nnlocal.org/WebLink/DocView.aspx?id=47024&dbid=0&repo=CityClerk&searchid=1910cf30-32af-453e-bf98-7241a80334f4>

### Capital Financing and Debt Management Policy – City Council Resolution 11349-07

<https://docs.nnlocal.org/WebLink/DocView.aspx?id=20118&dbid=0&repo=CityClerk>

### Pension Funding Policy – City Council Resolution 13526-22

<https://docs.nnlocal.org/WebLink/DocView.aspx?id=55126&dbid=0&repo=CityClerk&searchid=e5705cfa-f365-45f9-b61b-e2da91ceae62>

### Personnel Administrative Manual

<https://www.nnva.gov/200/Administrative-Manual>

- 1401: Vehicle Use
- 1403: Use of Information Technology
- 1405: Travel and Meeting Expense Policy
- 1410: Social Media
- 1412: Use of City Property & Equipment

### Adherence to Travel and Meeting Expense Policy – Council Resolution 12637-14

<https://docs.nnlocal.org/WebLink/DocView.aspx?id=48171&dbid=0&repo=CityClerk&searchid=18540c93-ad9e-4b07-908a-d92ec33ea4fe>

### P-Card Policy

<https://portal.nngov.com/dept/purchasing/public/PCard%20Downloads/2023%20PCard%20Policy%20and%20Procedures-9-23.pdf>

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City of Newport News  
2400 Washington Avenue  
Newport News, VA 23607


**Agenda Item Summary**

City Council Regular Meeting  
December 12, 2023




**SECTION:** Appropriations  
**ITEM:** Newport News Commonwealth's Attorney's Office – Asset Forfeiture Request: Victim Services Unit Community Outreach Events – \$10,000  
**DEPARTMENT:** Commonwealth Attorney


**STRATEGIC PRIORITIES ALIGNMENT:**




Health, Safety & Well-being




Education & Learning




Opportunity & Economic Prosperity




Fun, Entertainment & Culture



Welcoming Communities & Connected Neighborhoods



Quality Government & Innovation



Environmental Stewardship & Sustainability

**ACTION:**

A Request to Approve a Resolution Appropriating Funds in the Amount of \$10,000 from the Commonwealth's Attorney Asset Forfeiture Fund for Projects and Events Initiated by the Victim Services Unit and Community Outreach Coordinator.

**BACKGROUND INFORMATION:**

Narcotics investigations are conducted and when items are seized for forfeiture, the participating agencies will share in the proceeds that are released by the Virginia Department of Criminal Justice Services (DCJS). The Office of the Newport News Commonwealth's Attorney receives Asset Forfeiture funds.

The Office of the Newport News Commonwealth's Attorney is requesting the appropriation of \$10,000 from the Asset Forfeiture funds for events and projects within the community initiated by the Victim Services Unit. Ongoing and future events include:

- Gun Violence Prevention Initiative
- Victim Awareness and Outreach at Patrick Henry Mall two/three times annually
- Participation in holiday basket distribution in partnership with NNPD and faith-based community partners
- Human trafficking education - ongoing events
- Domestic Violence Awareness programs and training
- Annual National Crime Victims' Rights Week

- Sexual Violence Awareness programs and training
- Elder abuse awareness programs and training
- Teen violence awareness programs and training

Expenditures related to these events and projects include expenses associated with youth activities and programs, outreach materials, print media, training, and promotional items.

**FISCAL IMPACT SUMMARY:**

The current unappropriated asset forfeiture balance for the Office of the Commonwealth's Attorney is approximately \$76,179.38. Appropriation of \$10,000 will reduce the unappropriated asset forfeiture balance to \$66,179.38.

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval.

**ATTACHMENTS:**

[Commonwealth's Attorney – Asset Forfeiture Funds: Victim Services Outreach Events Appropriation \(\\$10,000\) – 12-12-2023 – Resolution](#)

rag5201

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROPRIATING ASSET FORFEITURE FUNDS FOR USE BY THE COMMONWEALTH’S ATTORNEY FOR VICTIM SERVICES UNIT COMMUNITY OUTREACH EVENTS.

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

That it hereby appropriates funds from Commonwealth Attorney Asset Forfeiture – Fund Balance to Travel/Training, as follows:

Appropriate From:		
Commonwealth Attorney Asset Forfeiture		
- Fund Balance		
2631-000-22-0000-452000-000000-		
0000-22F24-22F24	\$	10,000
Appropriate To:		
Travel/Training		
2631-000-22-0000-555040-000000-		
0000-22F24-22F24	\$	10,000








**Agenda Item Summary**

City Council Regular Meeting  
December 12, 2023



**SECTION:** Appropriations  
**ITEM:** Newport News Fire Department – Community Project  
Funding/Congressionally Directed Spending – \$650,000  
**DEPARTMENT:** Fire

**STRATEGIC PRIORITIES ALIGNMENT:**

						
Health, Safety & Well-being	Education & Learning	Opportunity & Economic Prosperity	Fun, Entertainment & Culture	Welcoming Communities & Connected Neighborhoods	Quality Government & Innovation	Environmental Stewardship & Sustainability

**ACTION:**

A Request to Approve a Resolution Appropriating \$650,000 Awarded by the Health Resources and Services Administration (HRSA) for Community Program/Funding/Congressionally Directed Spending.

**BACKGROUND INFORMATION:**

The City was awarded \$650,000 in Community Project Funding/Congressionally Directed spending from the Health Resources and Services Administration to expand the City's Telemedicine Initiative. Funds will be used to procure and outfit a Mobile Health Care Unit.

The Mobile Health Care Unit and Telemedicine Initiative builds on critical investments in the City of Newport News to address healthcare equity through a community paramedicine program. This initiative builds on the existing community paramedicine program identified in the City Council adopted 2020-2025 Strategic Plan, Objective 1.2, to foster a healthy environment with equitable outcomes by increasing access to a more excellent range of medical services, fresh food, and more active lifestyles.

The Newport News Fire Department's Community Health Division will be responsible for managing the overall operations of the vehicle. The Mobile Health Care Unit, staffed with trained healthcare providers, will provide a wide range of services to the communities that need it most. Using local and federal dollars to enhance already successful programs will have a synergistic impact that will ultimately benefit the individuals within the community and the community as a whole.

The Fire Department will ensure the unit has all the equipment and supplies needed to bring advanced medical care and telemedicine technology to the citizens of Newport News, as the continued costs to operate and maintain the Mobile Health Unit will be the responsibility of the City. In addition, the City of Newport News will develop performance measures to address the outcomes anticipated by the direct impact on the citizens.

**FISCAL IMPACT SUMMARY:**

City Council is requested to approve of this resolution, that will allow for the acceptance and expenditure of \$650,000 in Federal Grant funds. While there is no local grant match required for the purchase of the unit, the costs to operate and maintain the Mobile Health Unit will be the responsibility of the City.

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval.

**ATTACHMENTS:**

[US Department of Health and Human Services Notice of Grant Award](#)

[Fire Dept - Federal Revenue-Community Project Funding Appropriation \(\\$650,000\) – 12-12-2023 – Resolution](#)





**Department of Health and Human Services**  
Health Resources and Services Administration

**Notice of Award**

FAIN# CE152213

Federal Award Date: 11/08/2023

**Recipient Information**

1. Recipient Name  
CITY OF NEWPORT NEWS  
2400 Washington Ave  
Newport News, VA 23607-4301
2. Congressional District of Recipient  
03
3. Payment System Identifier (ID)  
1546022059A6
4. Employer Identification Number (EIN)  
546022059
5. Data Universal Numbering System (DUNS)
6. Recipient's Unique Entity Identifier  
QR2GA81MJNF3
7. Project Director or Principal Investigator  
Alan Archer  
Assistant City Manager  
archerak@nnva.gov  
(757)926-3680
8. Authorized Official  
Holly Payne  
Financial Services Administrator  
paynehb@nnva.gov  
(757)272-7393

**Federal Agency Information**

9. Awarding Agency Contact Information  
Kenya Myers  
Office of Federal Assistance Management (OFAM)  
Division of Grants Management Office (DGMO)  
kmyers@hrsa.gov  
(301) 443-4903
10. Program Official Contact Information  
Maritere Mulero Hernandez  
Project Officer  
Healthcare Systems Bureau (HSB)  
mmulerohernandez@hrsa.gov  
(301) 443-0236

**Federal Award Information**

11. Award Number  
6 CE1HS52213-01-03
12. Unique Federal Award Identification Number (FAIN)  
CE152213
13. Statutory Authority  
Consolidated Appropriations Act, 2022, (PL 117-103)  
Consolidated Appropriations Act, 2023, (PL 117-328)
14. Federal Award Project Title  
Community Project Funding/Congressionally Directed Spending - Construction
15. Assistance Listing Number  
93.493
16. Assistance Listing Program Title  
Congressional Directives
17. Award Action Type  
Administrative
18. Is the Award R&D?  
No

**Summary Federal Award Financial Information**

19. Budget Period Start Date 09/30/2023 - End Date 09/29/2026
20. Total Amount of Federal Funds Obligated by this Action \$0.00
  - 20a. Direct Cost Amount
  - 20b. Indirect Cost Amount \$0.00
21. Authorized Carryover \$0.00
22. Offset \$0.00
23. Total Amount of Federal Funds Obligated this budget period \$650,000.00
24. Total Approved Cost Sharing or Matching, where applicable \$0.00
25. Total Federal and Non-Federal Approved this Budget Period \$650,000.00
26. Project Period Start Date 09/30/2023 - End Date 09/29/2026
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period \$650,000.00

28. Authorized Treatment of Program Income  
Addition

29. Grants Management Officer – Signature  
William Davis on 11/08/2023

**30. Remarks**

GA Admin Batch Tracking Number 000190. This revised Notice of Award is issued to administratively correct the statutory authority listed in Block 13. No action is required by the recipient.



Notice of Award  
Award Number: 6 CE1HS52213-01-03  
Federal Award Date: 11/08/2023

Healthcare Systems Bureau (HSB)

<b>31. APPROVED BUDGET: (Excludes Direct Assistance)</b> <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation	<b>33. RECOMMENDED FUTURE SUPPORT:</b> (Subject to the availability of funds and satisfactory progress of project)														
a. Salaries and Wages: \$0.00 b. Fringe Benefits: \$0.00 c. Total Personnel Costs: \$0.00 d. Consultant Costs: \$0.00 e. Equipment: \$0.00 f. Supplies: \$0.00 g. Travel: \$0.00 h. Construction/Alteration and Renovation: \$0.00 i. Other: \$650,000.00 j. Consortium/Contractual Costs: \$0.00 k. Trainee Related Expenses: \$0.00 l. Trainee Stipends: \$0.00 m. Trainee Tuition and Fees: \$0.00 n. Trainee Travel: \$0.00 o. TOTAL DIRECT COSTS: \$650,000.00 p. INDIRECT COSTS (Rate: % of S&W/TADC): \$0.00 i. Indirect Cost Federal Share: \$0.00 ii. Indirect Cost Non-Federal Share: \$0.00 q. TOTAL APPROVED BUDGET: \$650,000.00 i. Less Non-Federal Share: \$0.00 ii. Federal Share: \$650,000.00	<table><tr><th>YEAR</th><th>TOTAL COSTS</th></tr><tr><td colspan="2">Not applicable</td></tr></table> <b>34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)</b> a. Amount of Direct Assistance \$0.00 b. Less Unawarded Balance of Current Year's Funds \$0.00 c. Less Cumulative Prior Award(s) This Budget Period \$0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00	YEAR	TOTAL COSTS	Not applicable											
YEAR	TOTAL COSTS														
Not applicable															
<b>35. FORMER GRANT NUMBER</b>															
<b>36. OBJECT CLASS</b> 41.11															
<b>37. BHCNIS#</b>															
<b>32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:</b> a. Authorized Financial Assistance This Period \$650,000.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$0.00 ii. Offset \$0.00 c. Unawarded Balance of Current Year's Funds \$0.00 d. Less Cumulative Prior Award(s) This Budget Period \$650,000.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$0.00															
<b>38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:</b> a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.															
<b>39. ACCOUNTING CLASSIFICATION CODES</b>															
<table><tr><th>FY-CAN</th><th>CFDA</th><th>DOCUMENT NUMBER</th><th>AMT. FIN. ASST.</th><th>AMT. DIR. ASST.</th><th>SUB PROGRAM CODE</th><th>SUB ACCOUNT CODE</th></tr><tr><td>23 - 370CONS</td><td>93.493</td><td>23CE1HS52213</td><td>\$0.00</td><td>\$0.00</td><td>N/A</td><td>23CE1HS52213</td></tr></table>		FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE	23 - 370CONS	93.493	23CE1HS52213	\$0.00	\$0.00	N/A	23CE1HS52213
FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE									
23 - 370CONS	93.493	23CE1HS52213	\$0.00	\$0.00	N/A	23CE1HS52213									

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.  
All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Holly Payne	Authorizing Official	paynehb@nnva.gov
Alan Archer	Program Director	archerak@nnva.gov

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

rag5202

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROPRIATING FUNDS FROM THE HEALTH RESOURCES AND SERVICES ADMINISTRATION FOR COMMUNITY PROJECTS AND CONGRESSIONALLY DIRECTED SPENDING BY THE NEWPORT NEWS FIRE DEPARTMENT.

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

That it hereby appropriates funds from Community Project Funding – Federal Revenue to Community Project Funding - Equipment, as follows:

Appropriate From:

Community Project Funding - Federal Revenue	
2610-000-25-2599-483000-000000-	
0000-25J24-25J24	\$ 650,000

Appropriate To:

Community Project Funding - Equipment	
2610-000-25-2599-570070-000000-	
0000-25J24-25J24	\$ 650,000


Agenda Item Summary

City Council Regular Meeting  
December 12, 2023




**SECTION:** Appropriations  
**ITEM:** Department of Engineering – Fiscal Year 2024 Bond Authorization, Stormwater Drainage Category: Citywide Stormwater Drainage Projects – \$6,000,000  
**DEPARTMENT:** Engineering

STRATEGIC PRIORITIES ALIGNMENT:




Health, Safety & Well-being




Education & Learning




Opportunity & Economic Prosperity




Fun, Entertainment & Culture



Welcoming Communities & Connected Neighborhoods



Quality Government & Innovation



Environmental Stewardship & Sustainability

ACTION:

A Request to Approve a Resolution Appropriating \$6,000,000 from the Fiscal Year (FY) 2024 Bond Authorization, Stormwater Drainage Category, for Multiple Citywide Stormwater Drainage Projects.

BACKGROUND INFORMATION:

City Council is requested to approve a resolution appropriating \$6,000,000 from the FY 2024 Bond Authorization, Stormwater Drainage Category, for specific citywide stormwater drainage projects.

Much of the stormwater infrastructure within the City is aging and was installed to less stringent standards than those in place today. Repairs and improvements are required at multiple locations throughout the City. The planned projects will provide improvements to stormwater infrastructure, alleviate flooding, and improve water quality.

The requested funding for the planned projects includes rehabilitating and improving the storm sewer system, stormwater outfalls, and other stormwater facilities within the City:

- **32nd Street Drainage Improvements:** The request includes \$1,200,000 to provide drainage improvements to the failing storm sewer system between Roanoke Ave and the Salters Creek tributary. The trunk line pipeline is a major drainage system for the area.

- **Christopher Shores Drainage:** The request includes \$600,000 to upgrade the aged drainage system and bring it into compliance. The work involves pipe replacements and the improvement of two outfalls that discharge into the Newport News channel and ultimately into the Chesapeake Bay.
- **CNI/Marshall Ridley Drainage Infrastructure:** The request includes \$400,000 to provide drainage improvements to the storm sewer system to accommodate the Marshall-Ridley redevelopment project.
- **CNI/Seafood Industrial Park Stormwater Outfall Trash Gate:** The request includes \$550,000 to reduce trash and debris into the Seafood Industrial Park waterway. Measures to capture trash and debris will be installed as part of the Marshall-Ridley redevelopment project.
- **Colberts Lane Drainage Improvements:** The request includes \$350,000 to provide drainage improvements to the outfall of the drainage system on Colberts Lane.
- **Governor Drive Channel Stabilization:** The request includes \$600,000 to provide for the restoration of about 770 linear feet of the Flaxmill Creek stream restoration and a stormwater management facility to control and remove pollutants from runoff from Riverview Farm Park.
- **Hilton South Drainage Improvements:** The request includes \$250,000 for improvements of the Hilton South drainage system from Hopkins St to Hilton Elementary School.
- **Salters Creek Drainage Improvements:** The request includes \$700,000 for drainage improvement projects identified in the study in the watershed to address increased flooding due to sea level rise.
- **Stoney Run Drainage Improvements:** The request includes \$500,000 for several drainage improvement projects identified by the Stoney Run Analysis study to improve the storm sewer system in the Colony Pines, Windsor Great Park, and surrounding area to address recurring flooding issues.
- **Warwick Landing Channel Improvements:** The request includes \$150,000 for the design of channel improvements for an unnamed tributary of the Warwick River that is eroding behind several homes on Warwick Landing Parkway.
- **Sluice Mill Dam Improvements:** The request includes \$700,000 to provide the necessary improvements to bring the dam into DCR compliance.

#### **FISCAL IMPACT SUMMARY:**

Funding is from the Fiscal Year (FY) 2024 Bond Authorization, Stormwater Drainage Category in the amount of \$6,000,000.

#### **CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval.

#### **ATTACHMENTS:**

[FY 2024 Stormwater Projects – 12-12-2023 – Aerial](#)

[Engineering - FY24 Bond Authorization-Citywide Stormwater Drainage Projects  
Appropriation \(\\$6,000,000\) – 12-12-2023 – Resolution](#)





rag5210

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROPRIATING FUNDS FROM THE FISCAL YEAR 2024 BOND AUTHORIZATION, STORMWATER DRAINAGE CATEGORY FOR CITYWIDE STORMWATER DRAINAGE PROJECTS.

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

That it hereby appropriates funds from Bonds Authorized and Unissued – Stormwater Category to 32<sup>nd</sup> Street Drainage Improvements, Christopher Shores Drainage Improvements, CNI-Marshall Ridley Drainage Infrastructure, CNI-Seafood Industrial Park SW Outfall Trash Gate, Colberts Lane Drainage Improvements, Governor’s Drive Stream Restoration, Hilton South Drainage Improvements, Salters Creek Drainage Improvements, Stoney Run Drainage Improvements, Warwick Landing Channel Improvements, and Sluice Mill Dam Improvements, as follows:

Appropriate From:	
Bonds Authorized and Unissued – Stormwater Category	
4104-250-70-700N-579000-000000-2024-00000-N0000	\$ 6,000,000
Appropriate To:	
32nd Street Drainage Improvements	
4104-250-70-700N-579420-000000-2024-00000-N5062	\$ 1,200,000
Christopher Shores Drainage Improvements	
4104-250-70-700N-579420-000000-2024-00000-N5025	\$ 600,000
CNI - Marshall Ridley Drainage Infrastructure	
4104-250-70-700N-579420-000000-2024-00000-N5057	\$ 400,000
CNI - Seafood Industrial Park SW Outfall Trash Gate	
4104-250-70-700N-579420-000000-2024-00000-N5050	\$ 550,000
Colberts Lane Drainage Improvements	
4104-250-70-700N-579420-000000-2024-00000-N5051	\$ 350,000

Governor's Drive Stream Restoration 4104-250-70-700N-579420-000000- 2022-00000-N5047	\$	600,000
Hilton South Drainage Improvements 4104-250-70-700N-579420-000000- 2024-00000-N5064	\$	250,000
Salters Creek Drainage Improvements 4104-250-70-700N-579420-000000- 2024-00000-N5065	\$	700,000
Stoney Run Drainage Improvements 4104-250-70-700N-579420-000000- 2024-00000-N3008	\$	500,000
Warwick Landing Channel Improvements 4104-250-70-700N-579420-000000- 2024-00000-N5046	\$	150,000
Sluice Mill Dam Improvements 4104-250-70-700N-579420-000000- 2023-00000-N5052	\$	700,000