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AGENDA

NEWPORT NEWS CITY COUNCIL REGULAR CITY COUNCIL MEETING

NOVEMBER 12, 2019

City Council Chambers

7:00 p.m.

A. Call to Order

B. Invocation

- Reverend Emerson Boyer, Ivy Baptist Church

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

D. Presentations - None

E. Public Hearings

1. Ordinance Authorizing and Directing the City Manager to Execute That Certain Deed of Lease By and Between the City of Newport News, Virginia, and B & C Shoreside, LLC, for Parcel 10 in the Seafood Industrial Park

F. Consent Agenda

1. Minutes of the Work Session of October 22, 2019
2. Minutes of the Regular Meeting of October 22, 2019
3. Resolution Adopting an Updated Emergency Operations Plan (EOP) and Directing the City Manager, as the City's Director of Emergency Management, to Take Actions Necessary to Implement Said Plan
4. Ordinance Amending and Reordaining City Code Chapter 2, Administration; Article II., City Council; Division 2., Rules of Procedure; Section 2-36, Order of Business Prescribed-Regular Meetings
5. Ordinance Amending and Reordaining City Code Chapter 26, Motor Vehicles and Traffic, Article IX, Residential Parking Permit Program

(RPPP); Section 26-226., Designated Residential Permit Parking Areas; for Villages at Woodside

G. Other City Council Actions

1. Receipt of Bids Granting a Utility Easement Across a Portion of City Right-of-Way Designated as Canon Boulevard
2. Resolution Approving and Adopting the City of Newport News' Legislative Program for the 2020 Virginia General Assembly
3. Resolution Approving the Donation of Two (2) City-Owned Vehicles to Hampton Roads Community Action Program (HRCAP)
4. Resolution Approving the Donation of One (1) City-Owned Vehicle to Newport News Redevelopment and Housing Authority (NNRHA)
5. Resolution On the Issuance of Up to \$52,000,000 of Revenue Bonds By the Industrial Development Authority (IDA) of the City of Newport News, Virginia For the Benefit of Christopher Newport University Real Estate Foundation
6. Item 1 of 2: Department of Engineering – Additional Funding for Traffic Signal Improvements on Warwick Boulevard – \$325,000
7. Item 2 of 2: Resolution Granting Authority to the City Manager to Execute the Newport News Shipbuilding Traffic Improvements Agreement Between the City of Newport News, Virginia and Huntington Ingalls, Incorporated

H. Appropriations

1. Office of the Commonwealth's Attorney – Asset Forfeiture Fund: Technology Equipment Supplies – \$15,000
2. Department of Parks, Recreation and Tourism – Petco Foundation Grant: Peninsula Regional Animal Shelter – \$100,000

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

J. *New Business and Councilmember Comments

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

10. Scott

K. Adjourn

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

A. Call to Order

K. B. Invocation - Reverend Emerson Boyer, Ivy Baptist Church

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

D. Presentations

E. Public Hearings

1. Ordinance Authorizing and Directing the City Manager to Execute That Certain Deed of Lease By and Between the City of Newport News, Virginia, and B & C Shoreside, LLC, for Parcel 10 in the Seafood Industrial Park

ACTION: A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THAT CERTAIN DEED OF LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND B & C SHORESIDE, LLC FOR PARCEL 10 IN THE SEAFOOD INDUSTRIAL PARK.

BACKGROUND:

- B & C Shoreside, LLC D.B.A. B & C Seafood (B & C) is the current Lessee of Parcel 10 and adjoining Parcel 11 in the Seafood Industrial Park (SIP). The current lease between the City and B & C for Parcel 10 will expire November 30, 2019.
- B & C has requested a five (5) year lease of Parcel 10 to continue its seafood operations in Newport News.
- B & C owns and operates eight (8) ocean trawlers for scallops and several smaller commercial fishing vessels. In addition, B & C unloads and packs scallops for four (4) independent vessels homeported at the SIP. B & C's operations account for 40 jobs at the SIP.
- B & C has been an exemplary tenant and is in compliance with its existing Seafood Industrial Park Leases.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Memo to HCC re SIP Lease Parcel 11.6.19

Attachment 1: Aerial Photo SIP Parcel 10

rag2078 Authorizing re Deed of Lease - B & C Shoreside, LLC (NNSIP Parcel 10)

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

November 6, 2019

TO: The Honorable City Council

FROM: City Manager

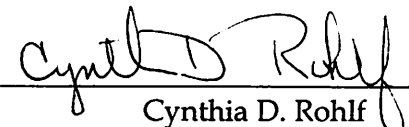
SUBJECT: Lease of City-owned Parcel 10 Located at Seafood Industrial Park

B&C Shoreside, LLC D.B.A. B&C Seafood, Inc. (B&C) is the current Lessee of Seafood Industrial Park (SIP) Parcel 10. The Parcel 10 Lease between the City of Newport News (City) and B&C expires November 30, 2019. B&C is seeking City Council approval of a five (5) year lease for Parcel 10 beginning December 1, 2019 and expiring November 30, 2024. For your reference, SIP Parcel 10 is a City-owned parcel addressed as 207 Jefferson Avenue, as outlined in yellow on the attached map.

B&C was assigned the lease of SIP Parcel 10 on October 1, 2001. B&C is also the current Lessee of the adjoining SIP Parcel 11. Since 2001, B&C has added several ocean trawlers to its fleet, for a total of eight (8) large scallop vessels in addition to several smaller vessels. B&C also handles seafood from four (4) independent ocean trawlers homeported at the SIP. In addition to shipping wholesale scallops up and down the East Coast, B&C offers retail sales of fresh frozen scallops, fish, shrimp, lobster tails, and snow crabs. B&C's presence here at SIP accounts for 40 current jobs and over \$10 million in seafood products to date in calendar year 2019.

B&C has complied with all the terms and conditions of the expiring Lease, is current on all taxes due the City, and has no outstanding code violations.

I recommend that City Council adopt the ordinance authorizing the lease of SIP Parcel 10 to B&C and authorize me to execute any documents necessary to effectuate the transaction.


Cynthia D. Rohlf

CDR:FGK:dpg

Attachment

cc: Florence G. Kingston, Director, Department of Development

SIP - Parcel 10



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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 B & C SHORESIDE, LLC, DATED THE 12TH DAY OF NOVEMBER, 2019, FOR PARCEL 10 OF THE NEWPORT NEWS SEAFOOD INDUSTRIAL PARK.

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

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Deed of Lease by and between the City of Newport News, Virginia, and B & C Shoreside, LLC, dated the 12th day of November, 2019, for Parcel 10 of the Newport News Seafood Industrial Park.

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

DEED OF LEASE

BETWEEN

CITY OF NEWPORT NEWS, VIRGINIA

Landlord

AND

B & C SHORESIDE, LLC

Tenant

Dated: November 12, 2019

PARCEL 10

NEWPORT NEWS SEAFOOD INDUSTRIAL PARK

Newport News, Virginia 23607

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Exhibit "A" - Plat of Premises Attached

DEED OF LEASE

THIS DEED OF LEASE ("Lease") is made as of the 12th day of November, 2019 ("Date of Lease"), by and between the **CITY OF NEWPORT NEWS, VIRGINIA** ("Landlord"), and **B & C SHORESIDE, LLC**, a Virginia limited liability company ("Tenant").

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

ARTICLE 1: GENERAL LEASE CONSIDERATIONS.

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

ARTICLE 2: DEFINITIONS.

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

2.1 Additional Rent. As defined in Section 5.3.

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

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

2.4 Assignment. A transfer of this Deed of Lease by Tenant to a third party during a Term thereof. For purposes of this Deed of Lease, a transfer at any one time or from time-to-time of twenty percent (20%) or more of an interest in Tenant (whether stock, partnership interest or other form of ownership or control) by any person(s) or entity(ies) having an interest in ownership or control of Tenant at the Date of Lease shall be deemed to be an Assignment of this Lease.

2.5 Broker(s). Landlord's: Not applicable.
 Tenant's: Not applicable.

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

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

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

2.9 Commencement Date. December 1, 2019.

2.10 Expiration Date. November 30, 2024.

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

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

2.13 Guarantor and Guarantor's Address:

Not applicable.

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

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

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

2.17 Hazardous Material. Any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as, or included in, the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any

federal, state or local laws, regulations or ordinances including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse affects on the environment or the health and safety of persons.

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

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

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

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

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

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

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

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

2.26 Parking Facilities. All parking areas now or hereafter made available by Landlord for use by tenants, including, without limitation, open-air parking, and parking areas under or within a structure, whether reserved, exclusive, nonexclusive or otherwise.

2.27 Parking Space Allocation. There shall be no parking spaces which shall be

unreserved, nonexclusive parking spaces available in the Parking Facilities.

2.28 Permitted Use. Processing, packing, and sale of seafood; operation of fishing vessels including the management, routine maintenance, and repair of fishing vessels and equipment; and other maritime activities necessarily implied by and in direct support of the specifically authorized activities, and for no other purpose.

2.29 Premises. Land owned or leased by Landlord designated as Parcel 10 located at the Newport News Seafood Industrial Park as shown on Exhibit A attached hereto and made a part hereof, specifically excluding any part of the Bulkhead adjacent to the parcel.

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

2.31 Security Deposit. Not applicable.

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

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

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

2.35 Tenant's Address.

207 Jefferson Avenue
Newport News, Virginia 23607

2.36 Term. Five (5) years.

ARTICLE 3: THE PREMISES.

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

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

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

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

ARTICLE 4: TERM.

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

ARTICLE 5: RENT.

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

5.2 Payment of Fixed Rent. Fixed Rent for each Lease Year shall be payable in equal monthly installments, in advance, without demand, notice, deduction, offset or counterclaim, on or

before the first (1st) day of each and every calendar month during the Term; provided, however, that the installment of the Fixed Rent payable for the first full calendar month of the Term shall be due and payable on the full execution and delivery of this Lease. If the Commencement Date occurs on a date other than on the first day of a calendar month, Fixed Rent shall be prorated from such date until the first day of the following month. Tenant shall pay the Fixed Rent and all Additional Rent, by good check or in lawful currency of the United States of America, to Landlord at Landlord's Address, or to such other address or in such other manner as Landlord from time-to-time specifies by written notice to Tenant. Any payment made by Tenant to Landlord on account of Fixed Rent may be credited by Landlord to the payment of any late charges then due and payable and to any Fixed Rent or Additional Rent then past due before being credited to Fixed Rent currently due.

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

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

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

ARTICLE 6: SECURITY DEPOSIT.

6.1 General. Simultaneously with the execution of this Lease, Tenant shall deposit in the form of cash the Security Deposit with Landlord, if so provided in Article 2, which shall be held by Landlord, without obligation for interest, as security, for the performance of Tenant's obligations and

covenants under this Lease. It is expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of an Event of Default.

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

ARTICLE 7: TAXES.

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

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

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

ARTICLE 8: PARKING.

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

ARTICLE 9: BULKHEAD.

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

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

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

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

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

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

ARTICLE 10: USE.

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

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

ARTICLE 11: ASSIGNMENT AND SUBLETTING.

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

11.2 Surrender. Notwithstanding the foregoing, in the event of a proposed Assignment or Subletting, Landlord shall have the right, by notice to Tenant, to terminate this Lease in the event of an Assignment as to all of the Premises and, in the event of a sublease, as to the subleased portion

of the Premises, and to require that all or part, as the case may be, of the Premises be surrendered to Landlord for the balance of the Term.

ARTICLE 12: MAINTENANCE AND REPAIR.

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

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

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

ARTICLE 13: ALTERATIONS.

13.1 Alterations. Tenant shall not make or permit any Alterations without the prior written consent of Landlord. Landlord may impose any reasonable conditions to its consent, including, without limitation, (i) delivery to Landlord of written and unconditional waivers of mechanic's and materialmen's liens as to the Improvements to the Premises for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the Alterations, (ii) prior approval of the plans and specifications with respect to the Alterations, (iii) if required by Landlord, supervision by Landlord's representative at Tenant's expense of the Alterations and (iv) delivery to Landlord of payment and performance bonds naming Landlord as obligee. The Alterations shall conform to the requirements of Landlord's and

Tenant's insurers and of the federal, state and local governments and agencies having jurisdiction over the Premises, shall be performed in accordance with the terms and provisions of this Lease in a good and workmanlike manner and shall not adversely affect the value, utility or character of the Premises. If the Alterations are not performed as herein required, Landlord shall have the right, at Landlord's option, to halt any further Alterations, or to require Tenant to perform the Alterations as herein required or to require Tenant to return the Premises to its condition before such Alterations. Subject to Section 13.3 herein, all Alterations and fixtures, whether temporary or permanent in character, made in or upon the Premises either by Tenant or Landlord, will immediately become Landlord's property and, at the end of the Term, will remain on the Premises without compensation to Tenant. Notwithstanding the foregoing, if any mechanic's or materialmen's lien is filed against the Improvements to the Premises for work claimed to have been done for, or materials claimed to have been furnished to or for the benefit of Tenant, such lien shall be discharged of record by Tenant within ten (10) days by the payment thereof or the filing of any bond required by law. If Tenant shall fail to discharge any such lien, Landlord may (but shall not be obligated to) discharge the same, the cost of which shall be paid by Tenant within three (3) days of demand by Tenant. Such discharge by Landlord shall not be deemed to waive or release the default of Tenant in not discharging the same. Neither Landlord's consent to the Alterations nor anything contained in this Lease shall be deemed to be the agreement or consent of Landlord to subject Landlord's interest in the Premises or Improvements to any mechanic's or materialmen's liens which may be filed in respect of the Alterations.

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

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

ARTICLE 14: SIGNS.

Except as approved in writing by Landlord's City Manager, no sign, advertisement or notice shall be inscribed, painted, affixed, placed or otherwise displayed by Tenant on any part of the Premises or on the outside or in the windows of any Improvements on the Premises. Any permitted signs shall be installed and maintained by Tenant at Tenant's sole expense. If any prohibited sign,

advertisement or notice is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same, and Tenant shall pay any and all expenses incurred by Landlord in such removal, together with interest thereon at the Interest Rate, upon demand.

ARTICLE 15: TENANT'S EQUIPMENT AND PROPERTY.

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

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

ARTICLE 16: RIGHT-OF-ENTRY.

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

ARTICLE 17: INSURANCE.

17.1 Insurance Rating. Tenant shall not conduct or permit any activity, or place any equipment or material, in or about the Premises or the Improvements which will increase the rate of fire or other insurance on the Premises or insurance benefitting any other tenant of the Newport

News Seafood Industrial Park; and if any increase in the rate of insurance is stated by any insurance company or by the applicable insurance rating bureau to be due to any activity, equipment or material of Tenant in or about the Premises, such statement shall be conclusive evidence that the increase in such rate is due to the same and, as a result thereof, Tenant shall pay such increase to Landlord upon demand.

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

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

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

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

party hereto shall use reasonable efforts to have a clause to such effect included in its said policies, and shall promptly notify the other in writing if such clause cannot be included in any such policy.

ARTICLE 18: LANDLORD SERVICES AND UTILITIES.

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

ARTICLE 19: LIABILITY OF LANDLORD.

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

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

ARTICLE 20: RULES AND REGULATIONS.

Tenant's Compliance. Tenant and its Agents shall at all times abide by and observe the Newport News Seafood Industrial Park Rules and Regulations and any amendments thereto that may

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

ARTICLE 21: DAMAGE; CONDEMNATION.

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

21.2 Condemnation. If the whole or a Substantial Part of the Premises or the Improvements shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking), then the Term shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority, and Rent shall be prorated to the date when title vests in such other governmental or quasi-governmental authority. If less than a Substantial Part of the

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

ARTICLE 22: DEFAULT.

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

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

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

(ii) Terminate Tenant's right of possession of the Premises without terminating

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

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

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

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

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

22.4 No Waiver. If Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any other covenant, condition or agreement herein contained, nor of any of Landlord's rights hereunder. No waiver by Landlord of any breach shall operate as a waiver of such covenant, condition or agreement, or operate as a waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof. No payment of Rent by Tenant or acceptance of Rent by Landlord shall operate as a waiver of any breach or default by Tenant under this Lease. No payment by Tenant or receipt of Landlord of a lesser amount than the monthly installment of Rent herein stipulated shall be deemed to be other than a payment on account of the earliest unpaid Rent, nor shall any endorsement or statement on

any check or communication accompanying a check for the payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

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

ARTICLE 23: SURRENDER; HOLDING OVER.

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

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

ARTICLE 24: QUIET ENJOYMENT.

Landlord's Covenant of Quiet Enjoyment. Except as otherwise provided in this Deed of

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

ARTICLE 25: TENANT’S COVENANTS REGARDING HAZARDOUS MATERIALS.

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

25.2 Notice. In the event that Hazardous Materials are discovered upon, in, or under the Premises, the Improvements, or the Bulkhead if the Bulkhead is utilized by Tenant, and any governmental agency or entity having jurisdiction over the Premises, Improvements or Bulkhead requires the removal of such Hazardous Materials, Tenant shall be responsible for removing those Hazardous Materials arising out of or related to the use or occupancy of the Premises by Tenant or its Agents, affiliates, subtenants or assignees but not those of its predecessors. Notwithstanding the foregoing, Tenant shall not take any remedial action in or about the Premises of the Improvements, without first notifying Landlord of Tenant’s intention to do so and affording Landlord the opportunity to protect Landlord interest with respect thereto. Tenant immediately shall notify Landlord in writing of: (i) any spill, release, discharge or disposal of any Hazardous Material in, on, over or under the Premises, Improvements, Bulkhead or any portions thereof; (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated, or threatened (if Tenant has notice thereof) pursuant to any Hazardous Materials Laws; (iii) any claim made or

threatened by any person against Tenant, the Premises, the Improvements or the Bulkhead relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iv) any reports made to any governmental agency or entity arising out of or in connection with any Hazardous Materials in, on, under or about or removed from the Premises, the Improvements or the Bulkhead, including any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant also shall supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises, Improvements, Bulkhead or Tenant's use or occupancy thereof.

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

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

ARTICLE 26: MISCELLANEOUS.

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

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

26.3 Estoppel Certificate. Tenant shall, without charge, at any time and from time-to-time, within five (5) days after request therefor by Landlord, Mortgagee, any purchaser of the Premises, Improvements or Bulkhead, or any other interested person, execute, acknowledge and deliver to such requesting party a written estoppel certificate certifying, as of the date of such estoppel certificate, the following: (i) that this Lease is unmodified and in full force and effect (or if modified, that the Lease is in full force and effect as modified and setting forth such modifications); (ii) that the Term has commenced (and setting forth the Commencement Date and Expiration Date); (iii) that Tenant is presently occupying the Premises; (iv) the amounts of Base

Rent and Additional Rent currently due and payable by Tenant; (v) that any Alterations required by the Lease to have been made by Landlord have been made to the satisfaction of Tenant; (vi) that there are no existing set-offs, charges, liens, claims or defenses against the enforcement of any right hereunder, including, without limitation, Fixed Rent or Additional Rent (or, if alleged, specifying the same in detail); (vii) that no Fixed Rent (except the first installment thereof) has been paid more than thirty (30) days in advance of its due date; (viii) that Tenant has no knowledge of any then uncured default by Landlord of its obligations under this Lease (or, if Tenant has such knowledge, specifying the same in detail); (ix) that Tenant is not in default; (x) that the address to which notices to Tenant should be sent is as set forth in the Lease (or, if not, specifying the correct address); and (xi) any other certifications requested by Landlord. In addition, within five (5) days after request by Landlord, Tenant shall deliver to Landlord audited financial statements of Tenant for its most recently ended fiscal year and interim unaudited financial statements for its most recently ended quarter.

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

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

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

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

26.8 Benefit and Burden. Subject to the provisions of and except as otherwise expressly provided, the provisions of this Lease shall be binding upon, and shall inure to the benefit of, the

parties hereto and each of their respective representatives, heirs, successors and assigns. Landlord may freely and full assign its interest hereunder.

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

26.10 Authority.

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

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

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

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

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

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

26.15 Force Majeure. Except for Tenant's obligations to pay Rent under this Lease, neither Landlord nor Tenant shall be required to perform any of its obligations under this Lease, nor shall such party be liable for loss or damage for failure to do so, nor shall the other party thereby be released from any of its obligations under this Lease, where such failure by the nonperforming party arises from or through acts of God, strikes, lockouts, labor difficulties, explosions, sabotage,

accidents, riots, civil commotions, acts of war, results of any warfare or warlike conditions in this or any foreign country, fire or casualty, legal requirements, energy shortage or other causes beyond the reasonable control of the nonperforming party, unless such loss or damage results from the willful misconduct or gross negligence of the nonprevailing party.

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

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

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

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

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

ARTICLE 27: SPECIAL PROVISIONS.

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

27.1 Tenant agrees to rent the 125.04 feet of adjacent bulkhead and to execute a Mooring Agreement for the same.

27.2 Tenant shall not allow “stern to” or nested vessels at the Parcel 10 bulkhead to extend more than 60 feet into the harbor.

27.3 Should this Lease be extended or renewed, the environmental survey(s) required by Article 25.3 of this Lease shall not be due until the termination or cancellation date of any renewal or extension period.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal as of the Date of Lease.

LANDLORD:

CITY OF NEWPORT NEWS, VIRGINIA

By: _____
City Manager

ATTEST:

City Clerk

Reviewed by:

Approved as to form:

Deputy City Attorney

City Attorney

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

The undersigned Notary Public, whose commission expires on the _____ day of _____, _____, in and for the jurisdiction aforesaid, hereby certifies that City of Newport News, Virginia, by Cynthia D. Rohlf, as City Manager and Mabel Washington Jenkins, as City Clerk, respectively, whose names are signed to the foregoing Lease bearing date on the 12th day of November, 2019, acknowledged the same before me in my jurisdiction aforesaid.

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

Notary Public

Registration No.: _____

TENANT:

B & C SHORESIDE, LLC

By: _____
William Mullis, Manager

COMMONWEALTH OF MASSACHUSETTS

City/County of _____, to wit:

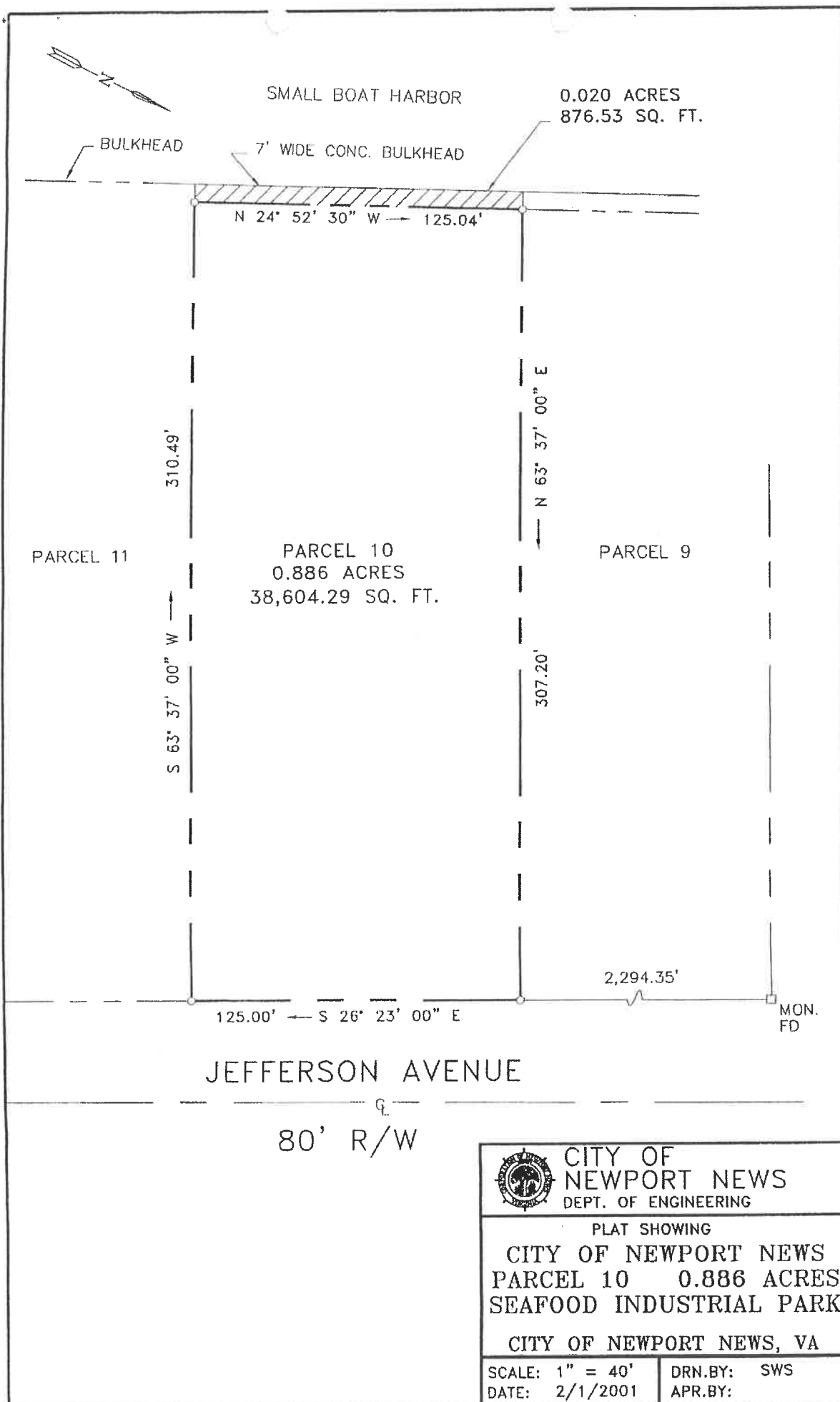
The undersigned Notary Public, whose commission expires on the _____ day of _____, _____, in and for the jurisdiction aforesaid, hereby certifies that **B & C Shoreside, LLC**, a Virginia limited liability company, by William Mullis, whose name appears as Manager, is signed to the foregoing Lease bearing date on the 12th day of November, 2019, acknowledged the same before me in my jurisdiction aforesaid.

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

Notary Public

Registration No.: _____

rag2079



F. Consent Agenda

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

ACTION: • N/A

BACKGROUND: • N/A

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Minutes of Work Session for October 22, 2019

**MINUTES OF WORK SESSION
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE 10TH FLOOR CONFERENCE ROOM
2400 WASHINGTON AVENUE**

October 22, 2019

3:30 p.m.

PRESENT: Sharon P. Scott, MPA; Tina L. Vick; Dr. Patricia P. Woodbury; Sandra N. Cherry, D. Min.; Marcellus L. Harris III; David H. Jenkins; and McKinley L. Price, DDS -
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ABSENT: None-----0

OTHERS PRESENT: Cynthia D. Rohlf; Collins L. Owens; Mabel Washington Jenkins; Joye Thompkins; Darlene Bradberry; Patrick Murphy; Lisa Cipriano; Cory Cloud; Constantinos Velissarios; Keith Ferguson; Police Chief Steve Drew; Fire Chief Jeffrey Johnson; Shelia McAllister; Flora Chioros; Susan Goodwin; Karen Witherspoon; Virginia Lovell; Venerria Thomas; Sonia Alcantara-Antoine; Louis Martinez; Frank James; Craig Galant; Everett Skipper; Jared Grimes; Alan Archer; David Freeman; Eoghan Miller; Jerri Wilson; Zina Middleton and Josh Reyes

I. Fiscal Year 2019 Fourth Quarter Report

City Manager Rohlf noted the budgetary projections, based on actual performance for the first nine-months of the fiscal year and a projection of financial activities for the remaining three months. She introduced Ms. Lisa Cipriano, Director, Department of Budget and Evaluation, to provide the presentation (a copy of the presentation, “FY 2019 General Fund Forecast – Based on Fourth Quarter Results, October 22, 2019,” is attached and made a part of these minutes).

Ms. Cipriano shared the third quarter review as of September 30, 2019, as follows:

Budget - \$487.4 million

- No use of Fund Balance estimated as revenue source
- All other revenue anticipated to receive as estimated

Ms. Cipriano indicated revenue results from the fourth quarter FY 2019 had improved from the third quarter projections. Primarily, local taxes on personal property and machinery and tools demonstrated stronger activity than the second quarter collections, as well as the prior fiscal year.

Major Revenues

	<u>Estimate</u>	<u>Collected</u>
Real Estate Taxes*	\$ 193.0 million	(\$2.7 million)
Personal Property*	\$ 54.8 million	+\$1.9 million
Machinery & Tools*	\$ 23.0 million	+\$2.5 million
Sales Tax	\$ 24.8 million	+\$1.1 million
Meals Tax	\$ 25.9 million	+\$1.4 million
BPOL Tax	\$ 17.0 million	+\$920,000

**Current, Delinquent, PSC, Tax Relief*

Councilwoman Cherry questioned whether something was done differently to cause an increase in revenue in the Business Professional and Occupational Licenses (BPOL) Tax category. Ms. Cipriano replied it was growth producing and signaled stabilization in the local economy. She also indicated there was an increase in lodging taxes. It was a combination of a number of things, such as lower fuel prices, lower consumer debt or paid-off consumer debt, greater consumer comfort with job and wage stabilization in the City. She indicated that a lot of the numbers were built into 2020. While seeing the 2nd and 3rd Quarters come in and building the operating budget, some of the trends were already built into the current operating budget; so this type of growth to happen in the current fiscal year would be a surprise.

Ms. Cipriano advised that management of positions and associated fringe benefits experience resulted in savings and continued optimization of City services which led to a combined saving of \$4 million in the Contractual Services and Operating Material/Supplies/Equipment. Ms. Cipriano shared the Department of Human Services (DHS) Program Expenses were off-set by \$1.6 million in DHS revenue that came in to support the programs.

Major Expenditures

	<u>Budget</u>	<u>Balance</u>
Salaries & Benefits	\$223.9 million	+\$3.4 million
Contractual Services	\$ 21.0 million	+\$1.0 million
Material/Supplies/Equipment	\$ 24.0 million	+\$3.0 million
Department of Human Service Program Expenses	\$ 8.8 million	(\$441,000)

Ms. Cipriano advised that the remainder of the fiscal year showed improvement in local revenue sources. During the final quarter, total revenue resulted in exceeding the projected

budget, and when combined with expenditures, resulted in a net project year-end surplus of \$3.2 million.

Ms. Cipriano shared the **Year-End Adjustment** as follows:

- Contribution of \$2.6 million to Cash Capital
- Established \$1.4 million Debt Services Reserve
- Combined General Fund Year-End Balance estimated at \$1.3 million. Balance would go to Reserves, increasing reserves balance from 12.1% to 14%

Councilwoman Woodbury questioned whether this included the City and Newport News Public Schools. Ms. Cipriano replied no, that the NNPS debt was the City's debt.

II. E-Scooters Ordinance Briefing

Ms. Cynthia Rohlf, City Manager, introduced Mr. David Freeman, Assistant to the City Manager, Office of the City Manager, to provide the E-Scooters Ordinance Briefing (a copy of the presentation "Shared Mobility Device Ordinance, Ordinance 22, 2019" is attached and made a part of these minutes).

Mr. Freeman shared an overview on the Shared Mobility Device Ordinance.

- Proposed ordinance based on new State Law's enabling language
- What is a Shared Mobility Device (SMD)?
- What is a Motorized Skateboard or Scooter?
- Background & Recent VML efforts
- Proposed ordinance highlights
- License process

Mr. Freeman advised that the New State Law (*State Code Section 46.2-1315*) enabled localities with the means to regulate or license Shared Mobility Devices (SMD) to include Motorized Skateboard or Scooter Companies' operation. He noted that the following was needed:

- Local ordinance
- Administrative regulation
- Must be adopted by January 1, 2020
- Cannot be prohibited

Mr. Freeman shared the definition of Shared Mobility Device (SMD) as a Motorized skateboard, motorized scooter, bicycle, or electric power-assisted bicycle, which is offered by the owner thereof, *for hire to the public*.

Councilwoman Cherry inquired about the meaning of for hire to the public. Mr. Freeman replied that “for hire” meant with the E-Scooter of choice; an individual account would be established, and based on that account, where there was a QR Code to be scanned on the scooter. The account set-up would be charged to the credit card associated with the individual’s account. That was a transaction between the E-Scooter company and rider, and had nothing to do with the City.

Mr. Freeman shared that *Virginia State Code 46.2-100* – definition of "Motorized skateboard or scooter" meant every vehicle, regardless of the number of its wheels in contact with the ground, that (i) is designed to allow an operator to sit or stand, (ii) has no manufacturer-issued vehicle identification number, (iii) is powered in whole or in part by an electric motor, (iv) weighs less than 100 pounds, and (v) has a speed of no more than 20 miles per hour on a paved level surface when powered solely by the electric motor. "Motorized skateboard or scooter" includes vehicles with or without handlebars but does not include "electric personal assistive mobility devices".

Mr. Freeman shared the background on the Shared Mobility Device Ordinance.

- City was approached by an E-Scooter company about 9 months prior; however, they had not performed any market research on Newport News (merely to determine the City’s receptiveness)
- Localities/VML were tracking legislation making its way through the General Assembly over the past year – HB2752
- Signed into law by Governor on March 22, 2019, took effect July 1, 2019
- Christopher Newport University (CNU) had been approached by major E-Scooter companies over the past few months

Mr. Freeman advised that the proposed Shared Mobility Device Ordinance were:

- Stakeholder team comprised of
 - City Departments
 - City Attorney’s Office
 - Christopher Newport University (CNU)
- Received information from a number of localities
- Virginia Municipal League (VML)

- Would enable the City with the means to regulate E-Scooter companies in accordance with State law
- Ordinance was modeled after Richmond's ordinance (adopted January 2019)
- Authorizes the City Manager or designee
 - To implement/enforce various aspects of the license program
 - To take necessary steps to preserve the safety, health and welfare of the general public
- Does not change an individual's use of their own personal device

Councilwoman Scott inquired whether there was a limit to the number of E-Scooters. Mr. Freeman replied that the number was market driven and believed the limit was 200 E-Scooters for one company to start. The City would monitor how that company was managing the program, and they could increase the number. Councilwoman Scott questioned whether 200 was per company. City Manager Rohlf indicated without knowing what the interest may or may not be in the City, would be a determining factor.

Councilman Harris questioned where the E-Scooters would be housed. Mr. Freeman replied that E-Scooter companies would set-up shop where it was economically feasible. He shared that on the West Coast E-Scooter Companies employed people called "bird hunters" or "chargers" to share where the center of activity was located. At the end of each day the "bird hunters" or "chargers" would pick-up the E-Scooters. Other E-Scooter Companies employed staff to pick-up and charge-up the scooters (E-Scooter Company LIME in Virginia Beach employed staff to carry out those duties and maintenance). City Manager Rohlf indicated that E-Scooter could be left wherever, like in other localities.

Councilwoman Scott indicated that if E-Scooters were left on sidewalks it would be dangerous. City Manager Rohlf replied that was a concern that would have to be addressed through the regulations and ordinance to manage the use of the E-Scooters in the City.

Councilwoman Scott questioned what if the E-Scooters were left on someone's property. Vice Mayor Vick shared that there had been conversation at the Virginia Municipal League (VML) about the enforcement of problematic issues that the police would have to handle, with all of the other duties of the police. City Manager Rohlf replied that concern would have to be addressed, and there were revisions to recoup the cost to enforce.

Councilwoman Scott inquired how the City benefits from E-Scooter Companies. Mr. Freeman replied that information would be given further in the presentation.

Mr. Freeman advised that Program Implementation/License was as follows:

- License would be issued in accordance with guidelines
 - Review and approval (rights-of-way)– Engineering
 - Processing and issuance (license) – Planning
- May not be operated at speeds higher than 15mph and must have geofencing (a virtual perimeter surrounding a geographic area) and GPS capabilities
- Treat similar to a bicycle:
 - May not be operated on City sidewalks and may not block sidewalks, including ADA ramps at any time
 - May be operated on multi-use paths (sidewalks 8' or wider)
 - May be operated on streets where speed limit is 25mph or less (see attached map)
- Must have a representative(s) to handle complaints/resolve issues
- E-Scooter Company must indemnify the City and carry appropriate insurance
- Must abide by City prohibition of unauthorized placement of devices
- Must abide by all applicable rules, regulations and laws
- License will limit devices to not more than 200 per company within the City
- E-Scooter company's license may be subject to revocation for violation(s)
- Fee would be charged for license processing
- City may seek to recoup expenditures associated with non-compliance by E-Scooter Company
- For violations, the City may revoke the license and/or other remedies allowable by law
- City share per trip = 5¢ (proposed)
- Data sharing requirement – number of trips, centers of activities, staging areas and sites

Councilwoman Scott inquired how the violations would be addressed with the riders. Mr. Freeman replied, if there was a habitual violator, the QR Code that was scanned would lead back to the rider, and the E-Scooter Company could delete the account. City Manager Rohlf advised, if it was an accident or safety concern, it would be handled by the Police Department.

Councilwoman Scott questioned the age limit. Mr. Freeman replied 18 years old. City Manager Rohlf shared if a parent had a 16 year old son and chose to allow that child to rent and ride the E-Scooter, it would be at their own risk. Councilwoman Scott inquired about a parent allowing a 13 year old to rent. City Manager Rohlf indicated a parent could purchase an E-Scooter for a 13 year old child.

Councilwoman Woodbury questioned which City department would the E-Scooter program go under. Mr. Freeman replied that a number of City Departments had assisted with input, but for the permits and guidelines, that would fall under the Department of Engineering; and for the actual permit itself, that would fall under the Department of Planning.

Councilwoman Scott advised that the Department of Public Works would have to be involved, due to the E-Scooters needing to be picked up or collected when the scooters were left somewhere they should not be. City Manager Rohlf replied that the intent would be to contact the E-Scooter Company, but if the scooter was not removed within a specific timeframe, the City would pick-up/remove the scooter, and charge the company.

Councilwoman Woodbury inquired about the liability, if a senior citizen was hit on the sidewalk while walking, and questioned who would be responsible. Mr. Freeman replied there was language in the ordinance to address that concern; the company was required to carry commercial general liability insurance in the amount of \$3 million per occurrence and \$5 million in aggregate. City Attorney Owens indicated that the company may attempt to pass off the liability to the users in the agreement when the account was opened, to hold the company harmless. City Manager Rohlf advised that the City could be pulled into litigation; however, the City Attorney would defend the City.

Mr. Freeman advised of the benefits and challenges of the Shared Mobility Device (SMD) as follows:

- **Potential Benefits**
 - Mobility enhancement
 - Opportunity to engage in evolving transportation platform
 - Attractive to tourists, college students, those who want an alternative to a car
 - Potential dedicated revenue source for bike and pedestrian improvements
- **Potential Challenges**
 - Aesthetics
 - Potential for accidents
 - Increased enforcement demands
 - Required resources to administer

Councilwoman Scott shared that she could see E-Scooter uses at Port Warwick and City Center and to be a big asset.

Mr. Freeman advised that information was provided during the Virginia Municipal League (VML) Annual Conference on October 7, 2019. He further advised **if no action was taken by January 1, 2020:**

- Companies can distribute as many scooters as they choose, to any location in the locality;
- Scooters can operate on sidewalks and all areas of the locality;
- Scooters can operate at any speeds less than 20 mph, even on sidewalks;
- Parked scooters can block sidewalks, crosswalks, building entrances;
- Companies would not be required to pick up such scooters within a set timeframe; and
- Localities would not collect fees to defray administrative costs of regulation or traffic enforcement.

Councilwoman Woodbury inquired what would happen if the City did not adopt an E-Scooter ordinance. Mr. Owens advised that if localities did not adopt an ordinance by January 1, 2020, it would fall under the State regulations and guidelines. He shared it would be best for the City to adopt an ordinance and have regulations in place to have control.

Mr. Freeman shared staff's recommendation on the Shared Mobility Device Ordinance as follows:

- Adopt ordinance that would enable the City of Newport News to regulate Shared Mobility Devices operation within the City of Newport News.

Mr. Freeman shared the **next steps** on the Shared Mobility Device Ordinance as follows:

- Presentation - Work Session – October 22, 2019
- Ordinance - Formal Session – November 12, 2019
- Implementation - December 2019

Mr. Freeman thanked all of the City Departments. He believed that the regulations and proposed guidelines put the City in a good position.

Councilwoman Cherry expressed concerns about the rider(s) and where the E-Scooters would be left. City Manager Rohlf reminded that the E-Scooters had GPS and could be located at all time. Councilwoman Cherry questioned whether the GPS could be removed from the E-Scooters. Mr. Freeman replied an individual would have to be very creative to attempt to

remove the GPS. City Manager Rohlf advised that the language in the regulation and ordinance would keep everything between the E-Scooter Company and user.

Councilwoman Cherry questioned whether there was an agreement between the E-Scooter Company and the City. City Attorney Owen replied yes, a license agreement. Councilwoman Cherry indicated the user should be 18 years old, but questioned what would happen if the user did not meet the age requirement. City Manager Rohlf replied that would be between the user and the E-Scooter Company. Councilwoman Cherry inquired, how it would work if the Police was involved. City Attorney Owens replied that would be a violation and would be grounds for revoking the licenses. City Manager Rohlf indicated that the City could not enforce whether the user was 18 years of age or older.

Councilwoman Cherry shared a concern about someone on an E-Scooter on the Chesapeake Trail traveling as fast as they could. City Manager Rohlf reminded that E-Scooters would not be allowed in every part of the City.

Mayor Price inquired whether it was an electric recharge. He wanted to ensure that this does not violate or threaten the City's CMAQ funds, which the purpose was to lower emissions. If the company was recharging using combustion which created more emissions, this could threaten the City's CMAQ funds. City Manager Rohlf replied the recharge was electrical and no combustion should be caused. She reminded that people were hired to round-up the E-Scooters, to take them home and/or to a charging station, charge the scooter and return to the main station.

Councilwoman Cherry questioned whether the 0.05¢ was the only money that was being collected. City Attorney Owens replied no; there was a licensing fee, operating a business in the City and would be subject to BPOL taxes.

Councilwoman Cherry shared that she could see the use at CNU. City Attorney Owens observed E-Scooters all over the UVA campus. City Manager Rohlf advised that Shipyard employees came to work as early as 6:00 a.m. or earlier to secure a parking space, but still had to walk a distance to get to the gate. The E-Scooter could be of benefit and a nightmare with leaving the scooters just laying around or in the streets during rush hour.

Councilwoman Scott questioned whether a student could ride an E-Scooter to Menchville High School and leave the scooter on school property. City Manager Rohlf replied the schools would regulate its own property.

Councilman Jenkins shared, in Arlington there had been cases of more than one person on a scooter and someone was on the handlebars. He inquired whether that would be a Police matter or would it be reported to the company? Police Chief Steve Drew replied that the Officer would stop the individuals and talk to them but would not charge the individuals with a violation. He shared it would be similar to someone riding a bike, no charges but would speak with the individual(s). Chief Drew advised that if the GPS was tampered with, it would send a signal to the company with a location and the account holder that last rented the scooter. City Manager Rohlf shared that the E-Scooter Company could remotely shut the scooter off; so it could not be used.

Councilman Jenkins shared an experience and indicated that scooters were left on the sidewalks and imagined the same would happen here in the City of Newport News. Vice Mayor Vick advised that scooters were on the campus of ODU and were being used to get to and from the stadium the garages.

City Manager Rohlf thanked Mr. Freeman and City Department staff for the hard work put into researching and compiling data to create an E-Scooter ordinance. The E-Scooter ordinance would be back on the Regular City Council agenda for consideration at the December 10, 2019, meeting in order to meet the January 1, 2020, deadline.

III. LED Lighting Upgrade Update

Ms. Cynthia Rohlf, City Manager, introduced Mr. Everett Skipper, Director, Department of Engineering, to provide the LED Lighting Upgrade Update (a copy of the presentation "Citywide Lighting Initiative, October 22, 2019" is attached and made a part of these minutes).

Mr. Skipper shared an overview of the Citywide Lighting Initiative:

- Presented originally Fall 2018
- Better lighting – improves public safety (new standard is 150w equivalent, 3000 K color)
- Comprehensive approach - public property and rights-of-way, and community outreach component (rental property)
- Commitment - Light-Emitting Diode (LED) lighting upgrades on public property and rights-of-way

Mr. Skipper advised of the background on the Citywide Lighting Initiative:

- Applies only to public lights maintained by Dominion, private lights (apartments, private roads, schools) by their owners
- LED conversions will typically replace existing fixtures without altering the pole. Cost was about \$150 per pole
- A small percentage of new poles or new fixtures on existing poles will be added to improve dark areas, cost about \$6,000 per pole
- About 20,000 total existing lights will be converted as funding becomes available

Mr. Skipper indicated that the Citywide Lighting Initiative priorities were based on the crime data and efficiency savings.

Mr. Skipper advised of the Path Forward and Status of the Citywide Lighting Initiative:

- FY 2019 Funding completed the two “Red (Very High)” areas and some orange, about 2,000 fixtures
- FY 2020 Funding will complete all Orange (High) and concentrated Yellow (Moderate) areas
- FY 2022 and 2023 Funding will complete all yellow and green areas, further detailed planning not yet prepared
- Total City conversion (just under 20,000 lights) would cost about \$3 to \$4 million

Councilwoman Cherry indicated the lighting was a big discussion at the South District “Your Voice Matters” Town Hall meeting in September 2019. The question was when lighting would be installed. City Manager Rohlf replied that Mr. Skipper could come to South District “Your Voice Matters” Town Hall meeting with the big map, explain the details and answer questions.

City Manager Rohlf requested that Mr. Skipper shared the savings made after the transition. Mr. Skipper advised for the LED conversion from decorative light to a standard light the savings were \$100 per month per light. The LED were rated for 7 – 10 years but were more expensive.

Councilwoman Cherry inquired about the difference between decorative and standard lighting. Mr. Skipper replied the lights with the acorn shaped and colonial style. Councilwoman Cherry questioned where the acorn shaped and colonial style lights were located. Mr. Skipper replied he could research and provide City Council with that information. Mayor

Price advised that the acorn shaped lighting could be found at the Mariners' Museum, Huntington Heights, Hilton and older sections of the City.

City Attorney Owens stated there were 20,000 lights to be replaced, and Dominion owned 18,000. He inquired about the 2,000 lights that belonged to the City and not Dominion. What was the schedule for those lights to be replaced? Mr. Skipper replied those City owned lights were on the same schedule; however, were a little more costly to replace because the City had to absorb the cost of the LED which was \$700 per fixture; whereas Dominion charged \$150 because they were recovering accounting costs to pay-out over time. The City would see a saving in power cost.

Vice Mayor Vick advised that it was dark, and no lights were installed when Dickerson and Harbor Apartments were demolished. She inquired about Ridley Circle – Marshall Court Apartments, and the lighting once those apartments were demolished because the individual properties would not have adequate lighting. Mr. Skipper replied that the street lighting in there had been upgraded and/or would be upgraded. He indicated he was not certain on the lighting within the site itself. Ms. McAllister replied there would be lighting within the site itself.

IV. Newport News Transportation Center Project Status Report

Ms. Cynthia Rohlf, City Manager, introduced Mr. Everett Skipper, Director, Department of Engineering, to provide the Newport News Transportation Center Project Update (a copy of the presentation “Newport News Transportation Center Project Update, October 22, 2019” is attached and made a part of these minutes).

Mr. Skipper shared the Newport News Transportation Center background:

- Replaces old AMTRAK/Bus station off Warwick near War Memorial Museum
- Includes new multi-modal (train, regional bus, local bus, taxi, shuttle to airport and pedestrian/bike features) station; turning wye, storage tracks, local service (cleaning, restocking, light maintenance) facility
- Total Project estimate \$47 million (mostly State and Federal funds)
- Last item before bid: Long eared bats final DEQ approval, expected by the week of October 28, 2019

Mr. Skipper indicated there were some wetlands within the project area and that the sites were almost ready.

Mr. Skipper shared the area where work would be done (see map attached and made a part of these minutes). There was a turning wye and the purpose of a wye was to reverse the direction of travel of trains approaching the wye from at least two different tracks and off the main line track on site of the facility; which was important to the project, since the turning wye was four (4) miles from the station. There would also be a servicing facility near the Oyster Point section of the project, to restock the train, clean it, light maintenance, and storage where trains could be brought in and run trains back out, which would assist with increasing the number of trains in the future. Mayor Price inquired about the number of cars on a train that would be on the turning wye. Mr. Skipper replied that the turning wye had more cars available to it than the number of cars used to-date. The turning wye was intended for one or two additional cars, but there would be further discussion on additional scheduled trains which would add to the capacity. Councilwoman Cherry questioned the train schedule change made earlier in 2019, in order, to get more ridership. Mr. Skipper replied that was true, the schedule was changed which pushed departure times earlier and arrivals later. This allowed riders to get into Washington D.C. and have most of day and return on the same day on the same trains. Councilwoman Cherry questioned how that would work with the turning wye. Mr. Skipper replied when all the train came in, those trains would have to be turned.

Councilman Jenkins inquired about citizen concerns about the increase in traffic once the multi-modal station opened. Mr. Skipper replied a train would carry approximately 100 riders. During peak hours there were approximately 2,000 vehicles, and trains did not normally run during peaks. There would be a few more train cars but would not significantly impact traffic.

Councilwoman Cherry inquired whether the construction would impact traffic, and how this project compared to the Campbell Road project. Mr. Skipper replied that the Campbell Road project would be out for bid November 2019, with construction expected to begin in January 2020. Phase 1 of the Multi-Modal Transportation Center would be out for bid November 2019, and there could be some construction traffic impact in both directions on both projects. Mr. Skipper shared that traffic would not be impacted on Campbell Road north side to Warwick Boulevard. Councilwoman Cherry inquired about north side of Campbell Road, as she had concerns about traffic. Mr. Skipper replied there would be no new construction on south side of Campbell Road.

Councilwoman Scott indicated she met with a contingent who had interest in the Campbell Road project. The community of Windy Knolls and multi-modal shared an entrance. Mr. Skipper replied yes, that Windy Knolls and the multi-modal station would share a road before the cul-de-sac. Councilwoman Scott questioned whether there would be an additional ingress and egress from the multi-modal station, other than the one at Windy Knolls. Mr. Skipper replied no. Councilwoman Scott questioned if something happened on that section of the shared road, there would be no way for anyone to get in or out of the multi-modal station. Mr. Skipper replied that

was true. Councilwoman Scott advised that there had been discussion about projects where there would be no way to get out. She questioned whether there was an emergency exit. Ms. McAllister replied there was an emergency exit at the backside of Windy Knolls but entrance to the multi-modal station was before the Windy Knolls cul-de-sac; so if the entrance to the multi-modal station was blocked, you would be blocked.

Councilwoman Cherry inquired for a better understanding of the work that would be done on the multi-modal station and the impact on the Campbell Road sidewalk project. Councilwoman Scott replied the Campbell Road sidewalk project was between Bland Boulevard and Warwick Boulevard going north.

Mr. Skipper advised of the Newport News Transportation Center Construction Contract Schedules:

- **NNTC-2 Site Grading, Drainage and Utilities**
 - Advertise November 2019 – January 2020
 - Bid January 2020
 - Construction April 2020 – March 2021
- **NNTC-3 Trackwork and Service Facility**
 - Advertise December 2020 – February 2020
 - Bid February 2020
 - Construction May 2020 – October 2021
- **NNTC-4 Station, Platform and Site Finishes**
 - Advertise January 2020 – March 2020
 - Bid March 2020
 - Construction June 2020 – November 2021

V. State Delegation Legislative: 2020 Session – Virginia General Assembly

Ms. Cynthia Rohlf, City Manager, introduced Ms. Jerri Wilson, Legislative Liaison, Office of the City Manager, to provide the State Delegation Legislative: 2020 Session – Virginia General Assembly Briefing (a copy of the presentation “State Delegation Legislative: 2020 Session – Virginia General Assembly, October 22, 2019” is attached and made a part of these minutes).

Ms. Wilson reported that the 2020 General Assembly Session was scheduled to begin January 2020. The City’s local delegation was in transition, and November elections could

impact the session as all 140 seats were up for re-election. There were 11 uncontested Senate seats (Senator Monty Mason and Senator Mamie Locke) with 31 uncontested House seats (Delegate Marcia Price). She advised that the 2020 General Assembly priorities were hard to predict, as it would depend on the outcome of elections, and major budget drivers including K-12 re-benchmarking and Medicaid forecast.

Ms. Wilson advised of the 2020 Legislative Priorities:

1. Brooks Crossing Innovation and Opportunity Center

The City of Newport News respectfully requests that the General Assembly provide:

- \$200,000 of one-time funding in FY 20 or FY 21 to complete the outfitting of the Brooks Crossing Innovation and Opportunity Center (BCIOC). These startup funds will allow for additional industry-related equipment, computers, software and training simulators for both the Opportunity Center and the STEM Digital Innovation and Fabrication Lab (BCiLab) and would be used to leverage additional private investment from targeted donors.
- \$400,000 in both FY 21 and FY 22 for annual BCIOC operating expenses, including personnel and equipment costs. It will also allow for specialized data capture and tracking for both the Opportunity Center and the BCiLab to measure the return on investment and provide guidance for other communities interested in replicating this model elsewhere in Virginia.

The Brooks Crossing Innovation and Opportunity Center (BCIOC) is an innovative collaboration between the City of Newport News, Old Dominion University, and Newport News Shipbuilding to address the needs of a historically underserved community. The Opportunity Center offers a flexible space that will bring together community partners such as the Newport News Redevelopment and Housing Authority, Department of Social Services, Hampton Roads Community Action Program, and the Goodwill Community Employment Center to focus on job and career training, wealth-building and individual casework. Its flexible layout with classrooms, office space and meeting rooms would accommodate an array of programs that correspond to the community's changing needs as individuals' transition to self-sustainability.

The STEM Digital Innovation and Fabrication Lab offers students and community members access to cutting-edge technology such as 3-D printing and digital design. It would offer programs designed in collaboration with local public schools that target students of all ages, pre-K through adult, as well as teachers and community members. Digital fabrication labs, or fab labs, are often located in schools or universities and target students and researchers on site. The

BCiLab's location in the Southeast community will remove traditional barriers that limit minority and underserved communities from accessing such state-of-the-art facilities. The BCiLab's membership in the National Fab Lab Foundation network means that visitors can be instantly connected to a global network of innovators, allowing for unique collaboration in learning, education and workforce development.

The location of these two unique facilities in one building operated by Virginia's largest industrial employer, Newport News Shipbuilding, brings unique resources to bear. The shipyard is a partner in Newport News' Choice Neighborhood Initiative grant; and are committed to supporting the needs of the Southeast community in a major way. The shipyard would provide training and employment workshops in the Opportunity Center and conduct on-site interviews and employment fairs. Their employee volunteers will provide mentorship and serve as role models to the students using the facility.

The BCIOC holds great potential for breaking barriers to employment and developing critical skills in the 21st century talent pool. For BCIOC to realize its full potential, additional resources are necessary to completely outfit the facility and provide for its on-going operations. Given the unique collaboration model and its location in a historically underserved community, we believe this is an important opportunity for the Commonwealth, as well as Newport News' Southeast Community.

2. Fort Eustis Main Gate Compatible Land Use

The City of Newport News asks that the General Assembly provide \$375,000, subject to a 1:1 local match, to acquire approximately 30 acres of land to ensure compatible land use adjacent to the Fort Eustis Main Gate.

A Joint Land Use Study of Fort Eustis identified the Main Gate as a high priority issue. As currently designed, the Main Gate does not meet the Army's anti-terrorism and force protection standards.

- The Army has allocated \$15 million in its 2021 MILCON budget for gate construction and has designed the project to rest entirely on land owned by the City.
- There are approximately 30 acres adjacent to the new gate that are privately held.
- The current assessed value of the parcels is approximately \$750,000. Acquisition of the adjacent parcels will prevent encroachment or incompatible use of the property.

3. Witness Resource Program

The City of Newport News respectfully requests that the General Assembly provide \$1 million in funding to the Virginia State Police to support the Witness Protection Program established in the Code of Virginia § 52-35.

As stated in the Code, the Superintendent may make the services of this program available to local law enforcement. Both scholarly and anecdotal research support the assertion that witness intimidation adversely impacts investigator's ability to charge violent perpetrators. The Newport News Police Department and its local government partners have taken steps to protect witnesses and their families through relocation and directed patrol checks. However, these efforts are expensive and pull money away from other needs. In building a coalition of support, the City learned that many other law enforcement and criminal justice agencies face similar issues and although the Code of Virginia allows the State Police to develop and support such programs, no funds were allocated to do so. Funding of \$1 million would allow the Virginia State Police to activate and administer this much-needed program.

4. Costs Associated With Body Worn Cameras

The City of Newport News strongly encourages the General Assembly to minimally (1) provide sufficient funding for existing staffing standards for Commonwealth's Attorneys offices as established by the Compensation Board, and (2) establish a dedicated funding source to address the needs of other impacted agencies such as public defenders.

Local governments across Virginia had committed significant resources to implementing body-worn camera programs in an effort to meet community expectations of transparency. Body-worn camera programs enjoyed broad public support and helped to preserve trust in the justice system overall, by documenting law enforcement officers' encounters with members of the public and providing clear evidence for use by prosecutors and defense attorneys. Concerns about body-worn camera programs in Virginia have largely centered on the need for resources to address the time required for prosecutors, and defense attorneys to meet their ethical obligations to review footage generated by the cameras. *Language passed in the FY 2020 State budget, required localities to provide for additional Commonwealth's Attorney positions at a ratio of one Assistant Commonwealth's Attorney or up to 75 body worn cameras employed for use by local law enforcement officers, and the Assistant Commonwealth's Attorney for every 75 body worn cameras employed for use by local law enforcement officers, thereafter.* This creates a substantial burden for localities that already heavily subsidize the operation of their Commonwealth Attorney. In FY 2020, the Compensation Board authorized 35 positions for the Newport News Commonwealth Attorney, but funds only 32. The total number of positions for the office was 56; the City supported the additional 24 positions and provided over 60% of the offices' operating budget.

City Attorney Owens advised 24 of the 56 positions were funded by the City. When this issue came through the legislation in 2018 and based on the number of body cameras worn by the Newport News Police Department and Newport News Sheriff's Department, the City would be required to pay for an additional eight (8) Assistant Commonwealth Attorneys. The City was able to work out an agreement with Mr. Howard Gwynn, Commonwealth Attorney, to fund on a year-to-year basis and phase in and hire paralegals, rather than Assistant Commonwealth Attorneys. After reviewing the agreement and budget it was determined that the City was already funding over 50% of the Commonwealth Attorney's budget and was hoping this issue would be addressed fairly.

Councilwoman Cherry questioned the meaning of the language "*for existing staffing standards*". Ms. Wilson replied that was the one Assistant Commonwealth Attorney for every 75 body worn cameras by local law enforcement. She shared that the City had approximately 400 body worn cameras by local law enforcement which would equate to several Assistant Commonwealth Attorney positions to fund, in addition, to the funding that the City was putting into their operating budget. She reminded that the Compensation Board authorized 35 positions for the Commonwealth Attorney's office, however only funded 32 of those positions and that was statewide. The Compensation Board determines what the staffing level should be for the office of Constitutional Officers but does not always fund the staffing level that was set. Each of the locality statewide had to make up the difference or be without staff. When the Compensation Board set a staffing level, the Compensation Board should fund at the staffing level. City Manager Rohlf noted that over the years the City of Newport News had stepped-up and filled that gap.

Councilwoman Cherry inquired whether the formula was based on population. City Attorney Owens replied the formula was based on population and the number of criminal cases in the locality. Councilwoman Cherry questioned if a locality had more criminal cases, would that mean more funding. City Attorney Owens replied the Compensation Board may have indicated that more positions were needed; however, that did not necessarily mean more funding would follow. Mayor Price indicated that would be an unfunded mandate. City Attorney Owens shared that the City had done well with supplementing the offices of the Constitutional Officers beyond what the Compensation Board paid.

5. Commonwealth Support for Jefferson Lab

The City of Newport News strongly supports the Commonwealth's investment in Jefferson Lab. Specifically, the City asks that the General Assembly fund 2 budget requests supporting Virginia's and the Lab's competition to win the Electron Ion Collider (EIC). The federal government will invest more than \$1.5 billion to construct an EIC, the nation's next major research facility, and it will be located in either New York State or the Commonwealth. Requests: (1) \$750,000 in each year of the biennium to fund Virginia-university research projects in the

Center for Nuclear Femtography, and (2) \$8.3 million each year for three years to accomplish two critical research projects necessary to advance Jefferson Lab's competitive position for the EIC.

Two years ago, the Commonwealth of Virginia seized a unique opportunity to make Virginia an international center in the emerging field of Nuclear Femtography. Thanks to Commonwealth support, Jefferson Lab successfully established a Center for Nuclear Femtography (CNF), with multidisciplinary participation by research personnel from 8 Virginia universities. The degree of interest in this multidisciplinary program is very strong and Jefferson Lab requested additional funding to build on this initiative. The science of Nuclear Femtography will, in the coming decades, grow into a major thrust of science and technology, both nationally and internationally.

Establishing the CNF strengthened Jefferson Lab's competitive position as the Department of Energy (DOE) enters the site-selection phase of the E project. However, there are two critical activities needed to further advance Jefferson Lab as the clear choice for the EIC: 1) research to advance the design to maximize scientific output, and 2) preparation of a proposal for DOE evaluation. To advance the design, experiments will be built and operated to strengthen critical aspects of the Jefferson Lab design and reduce the risk associated with them: the interaction of the two beams in collision, and the method for cooling the beams to maximize the physics output of the collider. By building a beam-beam interaction experiment (COMBINE) at ODU's Center for Accelerator Science (CAS), and a test facility for the beam cooling components (JEDI) at Jefferson Lab's Low Energy Recirculation Facility (LERF), we can address these two key items. COMBINE, which would be the first facility in the world dedicated to measurements of the beam-beam interaction, will cost approximately \$9 million, including infrastructure improvements at CAS. It would have wide applications beyond the EIC, even including the Large Hadron Collider in Europe. The JEDI project is somewhat larger at \$16 million, and would provide a test-bed for all of the EIC cooling component prototypes, ending in a full-scale prototype of the entire cooling facility. By completing the JEDI project, the world's first circulator ring will be built at LERF, and its beam performance measured and quantified. Because the proposal development effort is not part of Jefferson Lab's funded research program, DOE funds cannot be used to support it; so Commonwealth support is required to help with this final step of the competition.

6. HB599 Public Safety Funding

The City of Newport News asks that the General Assembly increase HB599 Public Safety funding in the FY 2021 State budget to a baseline that is equal to the amount of the actual revenue growth between FY 2018 and FY 2019, and then that sum should be increased by the official forecast growth figures for FY 2020 and 2021.

The Code of Virginia (§9.1-165, et seq.) provides for financial assistance to localities with police departments through the "599" program. When passed in 1979, the so-called

House Bill 599 was intended to help equalize State funding between jurisdictions with Police Departments and those with Sheriff's Offices who engaged in law enforcement. At the time of the adoption, the Commonwealth pledged to grant localities with Police Departments a sum equal to 30% of their department's costs. This was also funded as a way to discourage annexation of county land by cities, which was previously legal. Although the Code of Virginia sets out a distribution formula for calculating the amounts for eligible localities, in recent years the General Assembly has instead specified in the Appropriations Act that localities' allocations in a given fiscal year are to be based on a standard, across-the-board percentage increase or decrease from the previous fiscal year's allocations. The distribution formula has been superseded by the instructions in the Appropriations Act, resulting in funding levels far below what would occur from calculating HB 599 funds on even the anticipated revenue growth since 2000.

Councilwoman Cherry inquired about the funding amount. Ms. Wilson replied it was \$191.7 million, but that was statewide to be shared by all Police Departments in FY 2020.

7. Fund Stormwater Local Assistance Fund

The City of Newport News supports an allocation of State funding of \$50 million annually for the Stormwater Local Assistance Fund (SLAF). Stormwater management is one of local government's most pressing infrastructure challenges. The SLAF, managed by the Department of Environmental Quality, supports the efforts of local jurisdictions to reduce polluted runoff by providing funding for matching grants. It also provides an effective path forward to improve water quality by maintaining a strong partnership between the Commonwealth and local governments. The SLAF prioritizes cost-effective, low-impact practices and projects which are structured, when possible, to attract additional private investments. From 2014 to 2019, the City of Newport News received SLAF grants totaling almost \$4 million to fund 10 projects. Continued investment in SLAF is needed to assist localities in developing effective stormwater controls on urban lands to reduce the flow of excess nutrients and sediments to local streams, rivers and the Chesapeake Bay.

8. Military Community Partnership Grant Fund

The City of Newport News supports the creation in the State budget of a grant program to fund local infrastructure projects deemed to have a positive impact on the military value of installations within the Commonwealth. This funding, along with a percentage match from the requesting municipality, will support local infrastructure projects that improve the readiness and value of military installations in Virginia and benefit the communities that host them.

In 2016, 13 states, including Florida and Texas, had programs to fund or finance projects that improved the military value of their installations. The creation of a Community Military Partnership Fund sends a clear signal that Virginia values its strong relationship with the

military and is willing to support off-base infrastructure improvements that offer “win-win” solutions to both local host communities and military installations. The communities of Hampton Roads collectively support 18 military installations (including two joint bases and the world’s largest Navy base), all 5 branches of the military services, approximately 120,000 active duty, reserve and civilian personnel, over 125,000 military dependents, and over 230,000 veterans. In FY2017 alone, the Department of Defense spent \$46.1 billion in Virginia and directly employed 193,589 people. A vital existing economic driver like the military should be a priority for the Commonwealth’s financial support.

9. Oppose Legislation That Preempts Local Authority

The City of Newport News urges the General Assembly to oppose legislation that preempts the authority of localities to determine the regulatory framework that best serves their community. Although Virginia adheres to the Dillon Rule which gives localities only those powers expressly granted by the Commonwealth, it is a generally accepted principle that “what works” in one City or area of Virginia may not work in others. However, there is a persistent trend in recent legislation to remove or restrict local government authority, particularly in the realm of zoning and land use decisions. Such bills are typically drawn without regard for the local impact or unintended consequences that can occur to the health, welfare, and safety of the community. In some cases, compromises have been reached to balance the interests of all concerned. In other cases, the outcry of multiple stakeholders has been insufficient to prevent the blanket application of one-size-fits-all legislation. Newport News welcomes new and innovative technologies and businesses and tries to do so in a way that best serves the community as a whole. The General Assembly should support localities by not enacting legislation that erodes local authority.

10. Oppose Elimination Of And Exemptions From Local Revenue Streams

The City of Newport News urges the General Assembly to reject any legislation that will negatively impact local government revenue streams and/or cause the tax burden to be shifted to the citizens. This includes proposals that exempt developing technologies from current and/or future taxation.

Every year Virginia lawmakers consider the supposed benefits of eliminating business taxes such as BPOL and Machinery and Tool tax. However, these are sources of LOCAL revenue; in Newport News, these two generate approximately 8.5 percent of the City’s General Fund. In FY19 the City collected approximately \$27.6 million in Machinery & Tools taxes and \$18 million in BPOL. However, the burden to most businesses is relatively small: two-thirds of Newport News businesses pay a flat fee of either \$30 or \$50, based on their annual gross receipts. Only one-third of the City’s businesses pay a tax based on their business activity and the tax rate for that activity. To offset the loss of BPOL and Machinery & Tools tax revenue, the City would have to increase the real estate tax rate by a minimum of \$0.30. So, in order to compensate for the

loss of local business taxes, which cost most businesses \$30 to \$50 annually, a homeowner in the City's median home value range of \$173,800 would see increased real estate taxes of about \$500 annually. City residents should not be expected to bear the full burden for the cost of City services, such as public safety and education, which equally benefit residents and businesses. Additionally, legislation that is designed to encourage developing technologies or industries should not include blanket exemptions from local taxation. Lessons learned from previous industries show that the developing science of today can become routine tomorrow. Exemptions erode the future tax base by shifting the burden to what becomes declining revenue streams.

11. Support Local Authority To Prohibit Firearms In Public Buildings

The City of Newport News supports legislation that will allow, but not require, localities to prohibit firearms in public buildings. All State office buildings prohibit guns and even the General Assembly allows only those with concealed carry permits to bring firearms into the Capitol. Virginia Code section 18.2-283.1 bans firearms and other dangerous weapons in any Courthouse. There are also Federal laws that ban the carrying of firearms on most Federal properties including any building owned, leased or rented by the Federal government. Seemingly, all of these provisions were put in place to protect people from harm. If both the State and Federal government feel that it is prudent and acceptable to prohibit firearms in some public spaces, the standard for Local government should be the same.

12. Support Legislation Authorizing Extreme Risk Protection Orders

The City of Newport News urges the General Assembly to enact legislation that will prevent an individual who is in crisis from possessing or purchasing firearms. Extreme Risk Protection Orders (ERPO) allow families and law enforcement to petition a court to suspend access to firearms if there is documented evidence that an individual is threatening to harm themselves or others. However, before an ERPO may be issued, the person is entitled to a full legal hearing. Persons subject to such an order are required to surrender their guns to police and may be barred from buying, selling or possessing firearms for up to one year. Extreme Risk Protection Orders may prevent tragedies such as mass shootings, domestic and family violence, and suicide by allowing those closest to an individual in crisis to take proactive steps to protect them or others. Temporarily limiting access to firearms in times of crisis is a common sense measure that will improve public safety.

13. Modernize Communications Sales and Use Tax

The City of Newport News supports amending the Communications Sales and Use Tax (CSUT) to allow taxation of streaming and post-paid calling services. The City also supports increasing the CSUT to the prevailing State tax rate of 5.3 percent. The CSUT was implemented in 2007 and replaced most of the previous State and local taxes and fees on communications

services. The 5% tax is generally collected from consumers by their service providers and remitted each month to the Virginia Department of Taxation who then distributes it to localities. The City of Newport News receives approximately \$11 million annually from the CSUT. Since its implementation, revenue each year has generally decreased. The decline may be attributed to the growing popularity of streaming services, which are not subject to the tax, and the exemption for pre-paid calling services. Eliminating these exemptions would not only increase the revenue generated by the tax but would also level the playing field for cable and cell phone service providers. The General Assembly should also consider aligning the CSUT rate, currently 5%, with the State's tax rate of 5.3% - a change which would generate an estimated \$24 million in additional revenue annually.

14. Fund Economic Development Incentive And Grant Programs

The City of Newport News asks that the General Assembly increase funding for existing economic development/redevelopment incentive funds such as the Commonwealth's Opportunity Fund, Aid to Local Ports Grant Program, Transportation Partnership Opportunity Fund, and the Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund. These incentives and grant programs play a pivotal role in business attraction, retention, and expansion.

Two programs in particular that have been used frequently and with great success in Newport News are the Enterprise Zone Program and the Virginia Jobs Investment Program (VJIP).

Enterprise Zones—The General Assembly should provide sum-sufficient funding for the Enterprise Zone program. This program creates an improved climate for private sector investment, development and expansion in targeted areas by providing State grants and local tax relief. Two grant-based incentives are available: Job Creation Grants and Real Property Investment Grants. Newport News consistently ranks as one of top Enterprise Zones in the State, regularly placing at or near the top in grant dollars leveraged and total number of qualifying businesses. In the most recent grant year, Newport News businesses received 17 Real Property Improvement Grants totaling approximately \$964,000, which generated over \$18 million in private capital investment in real estate. When the General Assembly fails to provide sufficient program funding, grants are then prorated across the board. In the most recent grant year, grants were funded at 74.5% of the original commitment. This proration significantly impacts the effectiveness of the program. The City of Newport News urged the General Assembly to provide the amount of funding needed to fully honor grant awards and maintain the effectiveness of this important economic development tool.

Virginia Jobs Investment Program (VJIP) – The General Assembly should provide funding of \$5 million for VJIP in each year of the biennium. VJIP provides services and

funding to companies creating new jobs or experiencing technological change to reduce the human resource development costs for new companies, expanding companies, and companies retraining their employees. VJIP provides valuable assistance supporting workforce development at the local level and allows flexibility to meet specific needs of businesses. In Newport News alone, companies such as Huntington-Ingalls, Canon Virginia, Continental Automotive Systems, Liebherr, Printpack, Muhlbauer, Fairlead Boat Works, and Target Flavors have all utilized the program to help meet their workforce needs and facilitate their expansion and growth. Given the competitive labor market in Virginia, it is vitally important that the General Assembly fully fund this program.

15. Support K-12 Education Funding

Re-benchmarking - Of special interest during this 60-day session, the General Assembly is scheduled to approve a new, two-year budget that will include “re-benchmarking” of public education costs. The re-benchmarked budget represents the State’s cost of continuing the current Direct Aid programs into the next biennium, with updates to the input data used in the funding formulas that determine the cost of the programs. Input data used in the formulas are updated every two years to recognize changes in costs that have occurred over the preceding biennium. The Newport News City Council encourages the General Assembly to fully fund the cost of re-benchmarking.

Teacher Pay Raises - Last year (2018) the General Assembly approved a \$72.8 million from the General Fund to increase the FY 2020 teacher salary increase funding by 2 percent to a revised 5 percent increase over two years. The State share equals about half of what it costs to provide a pay raise for all NNPS employees, with the rest of the funding made available primarily by reducing funding to other NNPS programs. Despite the increase, salaries of Virginia teachers still lag behind many other states. According to the National Education Association, Virginia ranks 32nd in teacher pay in the nation. And, teachers are paid 21.4% percent less than similarly educated and experienced professionals, according to a recent Economic Policy Institute (EPI) report. In 2017 the General Assembly voted for legislation that established a goal for Virginia teachers to be paid at or above the national average. The Newport News City Council encourages the State to provide additional pay increases and to develop a timeline for reaching the national average on teacher pay.

School Construction Funding - According to a 2018 report by the General Assembly Subcommittee on School Facility Modernization, it would cost \$3 billion to \$4 billion to modernize the State’s schools. With many localities unable to provide adequate school construction funding, school divisions struggling to maintain facilities have been forced to divert money that could be used for student instruction to repairing aging roofs, windows, HVAC systems and more. The addition of \$80 million to the Literary Fund in 2019 for school facilities may erase

a backlog of funding requests, but would do little for the vast majority of school construction needs. The General Assembly must establish a funding stream for school maintenance and construction in addition to the Literary Fund that will alleviate the burden on localities.

16. Restore Community Services Board Base Budgets

The City of Newport News asks that the General Assembly restore to Community Services Board base budgets of \$34 million in State general fund dollars taken from CSBs as a result of Medicaid expansion. This includes a total of \$1.8 million reduced from Hampton-Newport News CSB's State General Grant Funds. The Department of Behavioral Health and Disability Services reduced funds across the 40 community services boards with the expectation that CSBs would generate additional revenue from Medicaid billing due to serving more insured clients; therefore, all CSBs' State general grant funds were reduced to equate to the amount that was predicted to be generated from Medicaid expansion. To date, only a small portion of the additional revenue has been collected, leaving the CSB's with significant budget challenges.

17. Hampton Roads Regional Jail

As a member jurisdiction of the Hampton Roads Regional Jail, the City of Newport News supports a request for increased funding for healthcare and mental health care in regional jails. Additionally, the City supports HRRJ's request for 20 additional jail officer positions each year for the next 4 years. Both of these requests come in response to negotiations following an investigation of the HRRJ by the US Department of Justice.

Councilwoman Scott advised that the Hampton Roads Regional Jail was a very important component in the legislative package because if HRRJ did not get the additional funding, the cost would be passed on to localities. The mandates from the Department of Corrections passed down to the HRRJ were to have coverage and during discussions it was \$4.00 per day per inmate. Ms. Wilson replied that the Cities of Chesapeake and Portsmouth included HRRJ funding in their legislative package.

18. Support Transportation Safety Initiatives

The Newport News City Council places a high priority on the safety of its residents and visitors. Given the vast network of roadways in our City and our region, transportation safety initiatives can have a significant positive impact on the overall well-being of the community. The City of Newport News supports these initiatives: (1) enacting a primary enforcement safety belt law by all occupants to include back seat passengers, (2) banning the use of hand held technology while operating a motor vehicle, (3) enhancing penalties for violations of Texting While Driving laws when committed in a school zone or school crossing. The City opposes legislation to allow vehicle loads to exceed the maximum axle weight limit by 5 percent on locally maintained roads

without requiring a super load permit. These positions support the Virginia Department of Transportation's five strategic goals and the U.S. Department of Transportation's six principles for roadway safety.

19. Support Dedicated Funding For Transit

In order to be competitive in the global marketplace, Hampton Roads needs a fully integrated and optimized regional transit system supported by an adequate, sustainable and dedicated revenue stream. The City of Newport News supports the collaborative development of a viable new regional funding model to support priority regional public transit projects. The localities served by Hampton Roads Transit currently fund more than 40% of its cost. Relying on local general fund revenue puts public transit in competition with education and public safety for limited local dollars and makes it difficult to transcend the existing structure of what are often disjointed localized routes. This has resulted in a collection of individual city transit systems rather than a fully integrated regional transit system capable of connecting major employment, retail, education, medical, and tourism destinations seamlessly.

The City of Newport News is a voting member of the Hampton Roads Planning District Commission, the Hampton Roads Transportation Planning Organization, and the Hampton Roads Transportation Accountability Commission. Unless otherwise stated, the City of Newport News supports the legislative agendas of these organizations.

Ms. Wilson advised that she could be reached at 757-968-2452 or via email at wilonjg@nnva.gov, if City Council had questions. She shared that additional resources were available at:

- General Assembly Website at viriniageneralassembly.gov
- Virginia State Budget Website at budget.lis.virginia.gov
- Lobbyist In A Box (LIAB) at <https://www.virginia.gov/services/lobbyist-in-a-box-liab/>
- Virginia Public Access Project at VPAP.org
- Professional Associations (Virginia Municipal League)
- Weekly Reports
- Division of Legislative Services
- Division of Legislative Automated Systems

VI. Comments / Ideas / Suggestions

City Clerk Mabel Washington Jenkins reminded City Council of the following:

1. Open Enrollment for Optima Health ran from October 14 – 28, 2019 and they must enroll by 5:00 p.m. on October 28, 2019
2. Whittaker Place Apartments - Grand Opening Celebration (1003 – 28th Street) would be held on October 31, 2019 at 11:00 a.m.
3. Employee Game Night would be held on Friday, November 8, 2019 from 6:00 – 9:00 p.m. at the Denbigh Community Center (15198 Warwick Boulevard)

Councilwoman Cherry questioned whether the Whittaker Apartment Place Grand Opening Celebration was open to the public and advised there was no contact information listed for the Whittaker Apartment Place Grand Opening Celebration for the public to RSVP. City Manager Rohlf replied that the City was not involved in planning the grand opening, and the event was open to the public. Vice Mayor Vick noted that the invitation indicated do not forward. City Clerk Jenkins advised that she would get additional information on the event and forward it to City Council.

Councilman Jenkins inquired whether other City Council members had received a letter from Mr. David Easter regarding rental inspections. He could see expanding that service/program in other areas of the City. Mayor Price indicated he was under the impression that was the plan, and it would start in certain areas. City Manager Rohlf replied that the rental property inspections program would start in certain targeted areas of the City, as some areas of the City had more rental properties than other areas. She noted that she was aware of the letter from Mr. Easter, and staff would look into the matter.

Councilwoman Cherry requested a report on the Four Oak Day Service Center because a letter was shared at the South District Town Hall meeting that was not favorable of the way someone was treated at the location. City Manager Rohlf replied that she received the letter, and Mr. Alan Archer, Assistant City Manager, shared that letter with the Four Oak Day Service Center staff. Mr. Archer advised that the letter had been shared with the Senior Executive Leadership Team with Volunteers of America and were looking into the matter; they were onsite October 22, 2019. Volunteers of America indicated they would share their findings. The response would be shared with City Council.

Councilwoman Scott advised that a citizen reached out to her regarding Southeast community street sweeping days and vehicles being towed. She inquired about the process. City Manager Rohlf replied that street sweeping concerns had been discussed over the years. She indicated that the Southeast presented a different problem because of the urban nature and how tight the streets were. Mayor Price indicated that vehicles were not towed. Councilwoman Cherry noted signs were posted with street sweeping days, and vehicles were not being towed, but would be ticketed. Councilman Jenkins questioned whether street sweeping information could go out on

an App. City Manager Rohlf shared that parking in the Southeast was another concern; there could possibly be no other place near the residence to park. Councilwoman Scott questioned whether street sweeping occurred once a month. Councilwoman Cherry replied yes, once a month from April through October. Councilwoman Scott questioned whether an announcement could be put in Newport News Now. City Manager Rohlf shared that the Southeast had a unique design and the function of that neighborhood. Vice Mayor Vick indicated most people parked on the opposite side of the street on street sweeping days. City Manager Rohlf would inquire about additional notifications and share the findings with City Council.

Councilwoman Woodbury inquired whether City Council had considered her request to provide Virginia Air and Space Museum Capital Campaign support of \$50,000 between the two contingency funds as discussed at the September 24, 2019 City Council Work Session. She shared that the City of Hampton would match the \$50,000; it was a real incentive for growth in Downtown Hampton. Councilwoman Scott inquired whether the City of Hampton invested in any of the Newport News museums. Ms. Cipriano advised that she would review records and provide City Council with that information. Councilwoman Woodbury replied funding for the expansion and operation of the STEM Program. She reiterated the Virginia Air and Space Museum provided services for Newport News Public Schools. Mayor Price advised that he had concerns and needed to assured that the City of Hampton would match the funds. He shared the City of Newport News provided the lawn company with \$5,000 for maintenance at a Pleasant Shade Cemetery and the City of Hampton did not match the \$5,000, and the cemetery was located in Hampton. City Manager Rohlf replied that she would check with the City of Hampton, Office of the City Manager, and verify that the funds would be matched. Councilwoman Woodbury stated it was time sensitive and would only be matched within a certain window of time.

Councilwoman Woodbury, again, questioned whether City Council had considered her request to provide Virginia Air and Space Museum Capital Campaign support of \$50,000 between the two contingency funds, with \$25,000 for each contingency fund. By consensus, there was no support from City Council for the request.

Councilman Harris advised he would consider the contribution pending the match from the City of Hampton, but not \$50,000.

Councilwoman Cherry indicated that the City of Hampton would not fund or assist with funding a State marker for Pleasant Shade Cemetery which was less than \$25,000, to honor African-Americans.

Vice Mayor Vick indicated when NNPS students went on a field trip to the Virginia Air & Space Museum, those students had to pay. Mayor Price noted that Riverside Regional

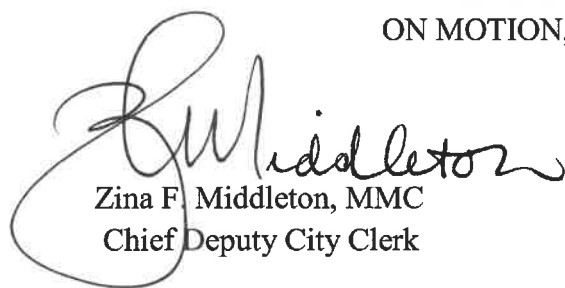
Medical Center gave \$100,000 for the theater at the Virginia Air and Space Museum when he served on the Board. Councilwoman Woodbury shared that the Virginia Air and Space Museum had to be significantly upgraded over the years which was the reason she encouraged City Council to take a tour of the facility. Councilwoman Cherry advised if the City of Hampton could not support Newport News, she did not believe the City of Newport News should provide support, and she also reminded of the contribution made to the lawn company for maintenance at the Hampton Cemetery to which the City of Hampton did not contribute.

Mayor Price advised that he would support \$10,000. Councilwoman Cherry questioned would that be \$10,000 from the two contingency funds. Mayor Price replied yes. Councilman Harris indicated he could support the \$10,000 contribution pending the match from the City of Hampton.

Mayor Price reminded of his disappointment in the City of Hampton during the maintenance and community clean-up of the Pleasant Shade Cemetery. He advised that a new lawn mower was needed. The City of Newport News had volunteers and made a financial contribution of \$5,000 for the Hampton cemetery, and the City of Hampton did not contribute.

Vice Mayor Vick stated that the City of Newport News had so many needs and did not understand why a contribution was being considered to support the Virginia Air and Space Museum in the City of Hampton.

THERE BEING NO FURTHER BUSINESS
ON MOTION, COUNCIL ADJOURNED 5:45 P.M.



Zina F. Middleton, MMC
Chief Deputy City Clerk

McKinley L. Price
Mayor
Presiding Officer

A true copy, teste:

City Clerk

F. Consent Agenda

2. Minutes of the Regular Meeting of October 22, 2019

ACTION: • N/A

BACKGROUND: • N/A

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Minutes of Regular Meeting for October 22, 2019

**MINUTES OF REGULAR MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE CITY COUNCIL CHAMBERS
2400 WASHINGTON AVENUE
OCTOBER 22, 2019
7:00 P.M.**

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

ABSENT: None-----0

A. Call to Order

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

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

B. Invocation

The invocation was rendered by Reverend Anne Kirchmier, St. Andrew's Episcopal Church.

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

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

D. Presentations

None

E. Public Hearings

1. Ordinance Granting Conditional Use Permit No. CU-2019-0007, to Charles E. Falk & Kathryn Falk, to Allow for the Operation of an Automobile Body & Paint Shop on Property Located at 11602 and 11604 Jefferson Avenue, Zoned C2 General Commercial

AN ORDINANCE GRANTING CONDITIONAL USE PERMIT
NUMBER CU-2019-0007 FOR THE HEREINAFTER DESCRIBED PROPERTY FOR THE
PURPOSE OF ALLOWING THE OPERATION OF AN AUTOMOBILE BODY AND PAINT

E. Public Hearings Continued

1. Ordinance Granting Conditional Use Permit No. CU-2019-0007, to Charles E. Falk & Kathryn Falk, to Allow for the Operation of an Automobile Body & Paint Shop on Property Located at 11602 and 11604 Jefferson Avenue, Zoned C2 General Commercial Continued

SHOP ON A SITE ZONED C2 GENERAL COMMERCIAL. This ordinance granted Conditional Use Permit No. CU-2019-0007, to Charles E. Falk and Kathryn L. Falk, for the operation of an automobile body and paint shop at 11602 and 11604 Jefferson Avenue and Zoned C2 General Commercial. The proposed automobile body and paint shop would be newly constructed on a site that had automotive uses since being developed. The new building and site met all current city codes and would enhance the visual appearance of the property. The request was consistent with the One City, One Future Comprehensive Plans 2040 Land Use Map. On October 2, 2019, the City Planning Commission voted unanimously 9:0 to recommend approval of the request with conditions. The City Manager recommended approval.

Mr. Sam Baraki, 800 Juniper Crescent, Chesapeake, Engineer for the applicant, requested that City Council follow the recommendation of the Planning Department, and staff, by voting favorably to allow the operation of automobile body and paint shop at 11602 and 11604 Jefferson Avenue.

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

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

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

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

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

A RESOLUTION APPROVING PLN-2019-0005, WHICH ADOPTS THE DENBIGH-WARWICK AREA PLAN AS AN AMENDMENT TO THE COMPREHENSIVE PLAN, *ONE CITY, ONE FUTURE 2040 COMPREHENSIVE PLAN*, FOR THE CITY OF NEWPORT NEWS. This resolution authorized Plan Amendment PLN-2019-0005, the *Denbigh-Warwick Area Plan (the Plan)*, as an amendment to the One City, One Future Comprehensive

E. Public Hearings Continued

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

Plan 2040, for the City of Newport News, Virginia. The *Denbigh-Warwick Area Plan* provided a detailed study of the opportunity area as identified and recommended in the comprehensive plan. The Plan's boundaries were the CSX railroad to the east, Warwick River to the west, Oyster Point Road/Deep Creek to the south, and Oakland Industrial Park to the north. The Plan identified a vision for the area, identified challenges, made recommendations, and served as a guide for redevelopment within the Denbigh area. On October 2, 2019, the Planning Commission voted 7:1, with one abstention, to recommend adoption of the Denbigh-Warwick Area Plan to City Council. The City Manager recommended approval.

(No registered speakers)

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

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

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

Councilwoman Woodbury observed a number of options available in the Plan. She inquired whether an explanation of the options would be provided if the plan were adopted. City Manager Rohlf responded that this was only a plan. She advised there would be an opportunity for additional input.

Vice Mayor Vick extended thanks to Ms. Sheila McAllister, Director, Department of Planning, and staff, for their hard work on the Denbigh-Warwick Area Plan.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

F. Consent Agenda

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

F. Consent Agenda Continued

1. Minutes of the Joint City Council and Newport News School Board Work Session of September 10, 2019

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

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

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

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

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

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

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

5. Resolution Expressing Approval of the Hampton-Newport News Community Services Board (H-NNCSB) State Fiscal Year (SFY) 2019 and 2020 Performance Contract Renewal and Revisions

A RESOLUTION EXPRESSING THE APPROVAL OF THE NEWPORT NEWS CITY COUNCIL FOR THE STATE FISCAL YEAR 2019 AND STATE FISCAL YEAR 2020 COMMUNITY SERVICES BOARD PERFORMANCE CONTRACT RENEWAL AND REVISIONS. This resolution expressed approval of the Hampton-Newport News Community Services Board (H-NNCSB) State Fiscal Year (SFY) 2020 Budget and Fiscal Years 2019 and 2020 Performance Contract Renewal and Revisions. The Code of Virginia required that a performance contract negotiated between the Department of Behavioral Health and Development

F. Consent Agenda Continued

5. Resolution Expressing Approval of the Hampton-Newport News Community Services Board (H-NNCSB) State Fiscal Year (SFY) 2019 and 2020 Performance Contract Renewal and Revisions Continued

Services (DBHDS) and the H-NNCSB, and approved by the H-NNCSB, be submitted for approval by formal vote of the governing body of each political subdivision that established the CSB. The Budget and Performance Contracts served as a performance and accountability document between the DBHDS and the CSBs for the localities served. By Resolution No. 13160-18, adopted on September 11, 2019, City Council approved the biennial FY 2019 and FY 2020 CSB Performance Contract. A mid-cycle approval is required to approve revisions in the Performance Contract for FY 2020. The H-NNCSB approved the Performance Contract on September 26, 2019. The City Manager recommended approval.

(No registered speakers)

Ms. Natale Christian, Executive Director, Hampton-Newport News Community Services Board, 300 Medical Drive, Hampton, was available for any questions.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

G. Other City Council Actions

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

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN STANDARD PROJECT ADMINISTRATION AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF J. CLYDE MORRIS BOULEVARD FROM WARWICK BOULEVARD TO THE CSX TRACKS PROJECT (UPC #115732) AND THE RESURFACING OF J. CLYDE MORRIS BOULEVARD FROM CSX TRACKS TO JEFFERSON AVENUE PROJECT (UPC #115368). This resolution authorized the City Manager to execute a Project Administration Agreement (PAA) by and between the City of Newport News, Virginia and the Virginia Department of Transportation (VDOT) for UPC 115732: J. Clyde Morris Boulevard Paving – Warwick Boulevard to CSX; and UPC 115368: J. Clyde Morris Boulevard Paving – CSX to Jefferson Avenue. The City had competed for, and successfully secured State of Good Repair (SGR) funds to support paving projects on J. Clyde

G. Other City Council Actions Continued

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

Morris Boulevard. The two paving projects included resurfacing of existing roadways. The Virginia Department of Transportation required the City to submit a signed grant agreement for use of the funding. The City Manager recommended approval.

(No registered speakers)

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

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

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

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN STANDARD PROJECT ADMINISTRATION AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION FOR THE CITY-WIDE FLASHING YELLOW ARROW UPGRADE PROJECT (UPC #111034). This resolution authorized the City Manager to execute a Project Administration Agreement by and between the City of Newport News, Virginia (City) and the Virginia Department of Transportation (VDOT) for UPC 111034 – Citywide Flashing Yellow Arrow Upgrades. The City had competed for, and successfully secured, Highway Safety Improvement Program (HSIP) funds to support a project that would improve signalized intersections. These improvements included traffic signal modification at 41 signalized intersections. VDOT required the City to submit a signed grant agreement for use of the funding. The City Manager recommended approval.

(No registered speakers)

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

G. Other City Council Actions Continued

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

Councilwoman Cherry commented about, and made inquiries about, the new bridge on Warwick Boulevard, which included flashing lights, across from Warwick High School in the vicinity of Lake Maury on Copeland Lane. There was a flashing yellow light and crosswalk at the new intersection, but when the button was depressed, it was difficult to cross. She advised that vehicles did not stop. One had to wait for the nearest stop light to turn red in order to cross. Something needed to be added to allow pedestrians to cross the street. City Manager Rohlf understood there would be a flashing yellow light to allow pedestrians to move forward. She promised to have the matter reviewed and would provide a report.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

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

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN STANDARD PROJECT ADMINISTRATION AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A MAST ARM TRAFFIC SIGNAL AT THE INTERSECTION OF JEFFERSON AVENUE AND PAVILION PLACE, INCLUDING ACCESSIBLE PEDESTRIAN SIGNALS, EMERGENCY VEHICLE PREEMPTION EQUIPMENT, AND VIDEO DETECTION EQUIPMENT PROJECT (UPC #111035). This resolution authorized the City Manager to execute a Project Administration Agreement (PAA) by and between the City of Newport News, Virginia (City) and the Virginia Department of Transportation (VDOT) for UPC #111035 – Jefferson Avenue and Pavilion Place Traffic Signal. The City competed for, and successfully secured, Highway Safety Improvement Program (HSIP) funds to support one intersection improvement project. These improvements included traffic signal installation, handicap ramps, crosswalks, and pedestrian signals. The Virginia Department of Transportation required the City to submit a signed grant agreement for use of the funding. The City Manager recommended approval.

(No registered speakers)

G. Other City Council Actions Continued

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

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

Councilwoman Cherry was pleased that the City competed, and successfully secured the funds, but commented that this was the installation of another traffic light, and questioned what prompted this action. City Manager Rohlf concurred this action called for the installation of a mast arm traffic light, which would direct pedestrians to another light. There had been issues with pedestrian crossings at the intersection of Pilot House and Jefferson Avenue.

Mr. Everett Skipper responded there was no light at the intersection of Pilot House and Jefferson Avenue. The action was prompted by a combination of measures, such as the level of pedestrian traffic at the intersection. Councilwoman Cherry questioned whether other intersections were being looked at that may have similar conflicts and may need an additional mast arm traffic light. Mr. Skipper responded that the Department of Engineering continued to monitor and evaluate intersections, measured traffic speeds, tracked accident history, and prioritized where the greatest benefit would be.

Councilwoman Cherry inquired whether this was based on traffic accidents. Mr. Skipper replied that yes, this action was based on the number of traffic accidents, pedestrian counts, and vehicle speed.

Regarding flashing yellow lights, Mayor Price recalled this action was originally started at a citizen's request. Mr. Skipper advised that VDOT had adopted a federal standard which allowed the City to move forward with flashing yellow lights. The program would continue as the City acquired additional funding through grants. City Manager Rohlf concurred with Mayor Price, this did originate from a citizen's request.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

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

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE

G. Other City Council Actions Continued

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

CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN STANDARD PROJECT ADMINISTRATION AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A MAST ARM TRAFFIC SIGNAL AND APPROPRIATE TURN-LANES AT THE INTERSECTION OF ROCK LANDING DRIVE AND OMNI BOULEVARD IN THE CITY OF NEWPORT NEWS, INCLUDING ACCESSIBLE PEDESTRIAN SIGNALS, EMERGENCY VEHICLE PREEMPTION EQUIPMENT, AND VIDEO DETECTION EQUIPMENT PROJECT (UPC #111065). This resolution authorized the City Manager to execute a Project Administration Agreement (PAA) by and between the City of Newport News, Virginia (City) and the Virginia Department of Transportation (VDOT) for UPC 111065 – Rock Landing Drive and Omni Boulevard Traffic Signal. The City competed for, and successfully secured, Highway Safety Improvement Program (HSIP) funds to support one intersection improvement project. These improvements included traffic signal installation, handicap ramps, crosswalks, and pedestrian signals. VDOT required the City to submit a signed grant agreement for use of the funding. The City Manager recommended approval.

(No registered speakers)

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

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

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

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 FIVE TO AGREEMENT OF LEASE BY AND BETWEEN THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED THE 22ND DAY OF OCTOBER, 2019. This resolution

G. Other City Council Actions Continued

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

authorized the City Manager to execute Lease Addendum No. 5, by an between the City of Newport News, Virginia (City) and the Economic Development Authority (EDA) for the Department of Human Services (DHS) space in Rouse Tower and authorize the City Manager to execute any documents necessary to effectuate the transaction. The City of Newport News, for DHS, leased from the EDA, 118,058 square feet of space in Rouse Tower via a Lease dated December 1, 2007, and four subsequent addendums. The Lease was for a five (5) year term with three (3) additional five-year renewal terms, and the current renewal term set to expire November 30, 2022. DHS asked to lease additional space in Rouse Tower encompassing 3,762 square feet on portion of the 9th and 11th floors, and the proposed Lease Addendum adjusted the rentable square footage for a total of 121,820 square feet. All other terms and conditions of the original Lease were to remain in full force and effect, other than allowing DHS to vacate the particular space prior to lease expiration, with notice, should the need arise. Consistent with the original Lease terms, DHS paid an annual base rent of \$19.09 per square foot, with the Lease providing for an annual base rent escalation of two percent (2%). Beginning December 1, 2019, the base rental rate, per square foot, would be \$19.47. The EDA Board took action to approve the proposed Lease Addendum and approved the build-out costs for the additional space at its October 22, 2019 Board of Directors Meeting. The City Manager recommended approval.

(No registered speakers)

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

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

6. Resolution Authorizing the City Manager to Execute Lease Agreement Amendment No. 3, By and Between the City of Newport News and the Hampton Roads Sanitation District (HRSD) for the Lackey Interceptor Force Main, Part I

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN AMENDMENT NO. 3 TO THE AGREEMENT FOR CONSTRUCTION OF THE LACKEY INTERCEPTOR FORCE MAIN PART I, CITY OF NEWPORT NEWS, VIRGINIA, DATED MARCH 26, 2019. This resolution

G. Other City Council Actions Continued

6. Resolution Authorizing the City Manager to Execute Lease Agreement Amendment No. 3, By and Between the City of Newport News and the Hampton Roads Sanitation District (HRSD) for the Lackey Interceptor Force Main, Part I Continued

authorized the City Manager to execute Lease Agreement Amendment No. 3, by and between the City of Newport News, Virginia (City) and the Hampton Roads Sanitation District (HRSD) for the Lackey Interceptor Force Main Part I to attest payments had been satisfied. The HRSD Lackey Interceptor Force Main Extension project included the installation of 9,900 linear feet of 24-inch force main near the intersection of Yorktown Road and Crafford Road. The City, under the original Agreement, was required to make payments to HRSD quarterly until the obligated cost was satisfied. HRSD notified the City, as of March 31, 2019, that the City had paid all of its obligation, and no further payments would be accruing. HRSD requested an Amendment to acknowledge the ending of the Agreement. The City Manager recommended approval.

(No registered speakers)

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

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

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

City Council was requested to designate, by motion, the City's Voting and Alternate Voting Delegates, for the National League of Cities (NLC) Annual Business Meeting during the Annual Business Meeting held in San Antonio, Texas, November 20-23, 2019. The Annual Business Meeting was scheduled at the conclusion of the conference on Saturday, November 23, 2019. As a direct member City, Newport News was entitled to four votes at the meeting based on population. A voting delegate must be officially designated by the City as NLC Bylaws prohibited voting by proxy, and the voting delegate or alternate must be present to cast the City's votes.

(No registered speakers)

Vice Mayor Vick volunteered to be the City's Voting Delegate. Councilman Jenkins volunteered to be the City's Alternate Delegate.

G. Other City Council Actions Continued

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

Councilwoman Cherry moved to designate Vice Mayor Vick as the City's Voting Delegate, and Councilman Jenkins as the Alternate, at the NLC Annual Conference Business Meeting; seconded by Councilwoman Scott.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

H. Appropriations

Councilwoman Scott moved adoption of Appropriations, Items 1 through 8, all inclusive, as shown below; seconded by Vice Mayor Vick.

1. Department of Development–Southeast Community Redevelopment Initiatives

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED (\$500,000.00) TO SOUTHEAST COMMUNITY REDEVELOPMENT (\$500,000.00). This resolution appropriated \$500,000.00 for Southeast Community Redevelopment Initiatives. An appropriation of \$500,000.00 was requested to support ongoing redevelopment initiatives in the Southeast Community, including strategic acquisition and infrastructure investments. Funding for these ongoing initiatives, which would benefit the Southeast Community, were anticipated in the approved FY 2020 Bond Authorization. Specifically the funds were to be appropriated from the Community Development category of the FY 2020 Bond Fund Authorization. The City Manager recommended approval.

(No registered speakers)

Councilwoman Woodbury inquired whether the funds were from a grant, or whether it was something separate. City Manager Rohlf responded that these funds were not a part of the CNI grant, but were separate and would support the general community.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

H. Appropriations Continued

2. Department of Human Services (DHS) – FY 2020 Bond Authorization, Public Buildings Category: Rouse Tower Building Renovation Project

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED (\$541,660.00) TO ROUSE TOWERS RENOVATIONS (\$541,660.00). This resolution appropriated \$541,660.00 for planning/design services and construction costs for proposed renovations to facility space occupied by the Department of Human Services (DHS). The proposed Rouse Tower renovation planning project would begin an agency plan to improve the efficient use of building spaces, accommodate program adjacencies, relieve crowding, enhance safety, and foster compliance with client information security guidelines. Additionally, a redesigned first floor reception area, with an improved layout, client focused meeting areas, and security features, would help create a more welcoming, efficient, and secure environment. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

3. Newport News Police Department (NNPD) – FY 2020 Bond Authorization, Equipment Category: Upgrade of the 911 Computer Assisted Dispatch (CAD) System, the Police Records Management System (RMS), and the Sheriff's Jail Management System (JMS)

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED (\$1,800,000.00) TO CAD/RMS/JMS UPGRADE (\$1,800,000.00). This resolution appropriated \$1,800,000.00 from the FY 2020 Bond Authorization in the Equipment category for upgrade of the 911 Computer Assisted Dispatch (CAD) System, the Police Records Management System (RMS), and the Sheriff's Jail Management System (JMS). The requested funds would provide for the upgrade of the 911 Computer Assisted Dispatch (CAD) System, the Police Records Management System (RMS), and the Sheriff's Jail Management System (JMS) along with supporting hardware. The RMS and JMS systems served as the primary records repository for both the Police Department and the Sheriff's Office. The proposed upgrades would guarantee the continued viability and support of these critical public safety systems. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

H. Appropriations Continued

4. Department of Parks, Recreation, & Tourism – FY 2020 Bond
Authorization: Improvement Projects

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED (\$2,618,300.00) TO ATHLETIC FIELD LIGHTING (\$807,300.00), RECREATION FACILITIES (\$161,000.00), GOLF COURSE RENOVATION (\$950,000.00), PARK ROADWAY PAVING (\$200,000.00) AND IMPROVEMENTS AND PARK FACILITIES (\$500,000.00). This resolution appropriated \$2,603,300.00 from the FY 2020 Bond Authorization for select improvements to parks and recreation areas. The projects identified in the FY 2020 appropriation request were longstanding park and facility repair and replacement projects being undertaken to maintain safe access to existing services. The total appropriation request from the FY 2020 Bond Authorization was \$2,603,300. The projects that were funded through this request would not increase operating costs. The City Manager recommended approval.

(No registered speakers)

Councilwoman Cherry observed that lights were being replaced for several locations. Citizens had expressed concerns regarding lights at the Doris Miller Community Center. She requested an update on what was happening with the lighting at the Doris Miller Center. City Manager Rohlf asked Mr. William Roche, Assistant Director, Department of Parks, Recreation and Tourism, Parks Division, to respond. Mr. Roche replied that Ms. Tammie Jordan, Assistant Director, Department of Parks, Recreation and Tourism, Recreation Division, headed up the project, with the guidance of Mr. Michael Poplawski, Director, Department of Parks, Recreation and Tourism. He advised that the items being funded with this request were those that posed a significant safety hazard. He advised that there were two or three of the light poles that would fail and would cause disruption in the ability to serve the public. The entire study totaled \$5 million to improve lighting. Although the Doris Miller Community Center was being studied, it was not a part of the item before City Council.

Councilwoman Cherry noticed there was discussion about the pool cover at the Doris Miller Community Center. She recalled older poles being removed due to safety. She inquired whether there would be lighting replaced at the Doris Miller Community Center.

City Manager Rohlf indicated there was a study done that identified priority projects, primarily based on public safety. Additional funding was included in the CIP for lighting across the City. The most needed projects would be targeted in an effort to provide additional use for the citizens.

Councilwoman Cherry inquired whether the City would be able to accommodate citizens at other sites that were unable to use the Doris Miller Community Center because of the lighting issue. City Manager Rohlf indicated that she would have staff prepare a report and present it to City Council on the timing of lights.

H. Appropriations Continued

4. Department of Parks, Recreation, & Tourism – FY 2020 Bond Authorization: Improvement Projects Continued

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

5. Department of Public Works – FY 2020 Bond Authorization: Public Buildings

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED (\$3,104,000.00) TO PUBLIC BUILDINGS RENOVATIONS AND REPAIRS (\$2,300,000.00), EMERGENCY GENERATORS (\$334,000.00) AND CITY HALL FUEL TANK REPLACEMENT (\$470,000.00). This resolution appropriated \$3,104,000.00 from the FY 2020 Bond Authorization Public Buildings category. The Building Services Division was responsible for the maintenance and repairs of City-owned buildings. This appropriation would allow for major renovations and repairs to City-owned buildings, purchase emergency generators, and the fuel tank replacement at City Hall. The City Manager recommended approval.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

6. Department of Engineering – Citywide Sanitary Sewer Rehabilitation Program

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED (\$8,039,000.00) TO CITYWIDE SANITARY SEWER REHABILITATION PROGRAM (\$8,039,000.00). This resolution appropriated \$8,039,000.00 from the FY 2020 Bond Authorization Sewer Rehabilitation category for the Citywide Sanitary Sewer Rehabilitation Program. The improvements would reduce storm and ground water infiltration into the City's sanitary sewer system, correct known sanitary sewer defects, and provide reliable sanitary sewer service to project area residents. The improvements include replacement of Pump Station 001 at Oak Avenue and 18th Street; Warwick Boulevard and Ridgeway Place; Oak Avenue, Parish Avenue, and Huxley Place Sewer Rehabilitation, Pump Station 49 Force Main re-routing, sewer rehabilitation in PS 004 Basin, Citywide upgrade of pump stations for resilience, Citywide improvements at pump stations for control and ventilation, and Citywide manhole rehabilitation. The funding would also address small localized problems and/or emergency repair projects. The funding source for the program would be \$8,039,000 from the FY 2020 Bond Authorization Sewer Rehabilitation Category. The City Manager recommended approval.

H. Appropriations Continued

6. Department of Engineering – Citywide Sanitary Sewer Rehabilitation Program Continued

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

7. Newport News Public School (NNPS) – General Obligation Bond Fund: HVAC Replacements for Woodside High School and Deer Park Elementary School

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED (10,000,000.00) TO WOODSIDE HIGH SCHOOL HVAC REPLACEMENT (\$7,380,323.00) AND DEER PARK ELEMENTARY SCHOOL HVAC REPLACEMENT (\$2,619,677.00). This resolution appropriated \$10,000,000.00 from the General Obligation Bond Fund to Newport News Public Schools (NNPS) for HVAC replacements at Woodside High School and Deer Park Elementary School. The appropriation would fund two HVAC replacement projects – (1) \$7,380,323.00 at Woodside High School and (2) \$2,619,677.00 at Deer Park Elementary School. This appropriation would complete the appropriation to the NNPS for the FY 2020 Capital Improvement Plan. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

8. Department of Engineering – FY 2020 Capital Improvement Plan Streets and Bridges Category: Grant Funded Projects

A RESOLUTION APPROPRIATING FUNDS FROM BONDS AUTHORIZED AND UNISSUED (\$5,000,000.00), FEDERAL REVENUE (\$2,915,750.00) AND STATE REVENUE (\$5,866,758.00) TO CAMPBELL ROAD RECONSTRUCTION UPC 105625 (\$6,000,000.00), TECH CENTER PARKWAY EXTENSION PHASE II (FORMERLY HOGAN DRIVE EXTENSION) UPC 108722 (2,000,000.00), WASHINGTON AVENUE STREETScape AND PEDESTRIAN IMPROVEMENTS UPC 109059 (\$400,000.00), CITYWIDE FLASHING YELLOW ARROW UPGRADES UPC 111034 (\$775,750.00), JEFFERSON AVENUE AT PAVILION PLACE TRAFFIC SIGNAL UPC 111035 (\$645,000.00), ROCK LANDING DRIVE AT OMNI BOULEVARD TRAFFIC SIGNAL UPC 111065 (\$1,095,000.00), OYSTER POINT ACCESS IMPROVEMENTS – I-64 RAMP WIDEN-

H. Appropriations Continued

8. Department of Engineering – FY 2020 Capital Improvement Plan Streets and Bridges Category: Grant Funded Projects Continued

ING UPC 113259 (\$2,000,000.00), J. CLYDE MORRIS BOULEVARD PAVING –WARWICK BOULEVARD TO CSX UPC 115732 (\$433,379.00), J. CLYDE MORRIS BOULEVARD PAVING – CSX TO JEFFERSON AVENUE UPC 115368 (\$433,379.00). This resolution appropriated \$13,782,508.00 from the FY 2019 and FY 2020 Capital Improvement Plan Streets and Bridges category for transportation projects. The City utilized a number of grant programs to construct and maintain its roadway network. Nine (9) projects received grant funding for FY 2019 and FY 2020, including the following: (1) Campbell Road Reconstruction; (2) Tech Center Parkway Extension Phase II; (3) Washington Avenue Streetscape and Pedestrian Improvements; (4) Citywide Flashing Yellow Arrow Upgrades; (5) Jefferson Avenue at Pavilion Place Traffic Signal; (6) Rock Landing Drive at Omni Boulevard Traffic Signal; (7) Oyster Point Access Improvements – I-64 Ramp Widening; (8) J. Clyde Morris Boulevard Paving – Warwick Boulevard to CSX; and (9) J. Clyde Morris Boulevard Paving – CSX to Jefferson Avenue. Total funding appropriation for these projects was \$13,782,508.00, which included \$8,782,508.00 in grant funding, and \$5,000,000.00 in City matching funds. Funding was available from the Grant Fund and General Obligation Bond line items of the Streets and Bridges category in the FY 2020 CIP. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Harris, Jenkins, Price

Nays: None

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

Dr. Robin Van Tine, 105 Cannon Drive, Newport News, extended thanks to the City Council for the \$300,000.00 line item in the CIP for the City Farm Park. He urged them to continue that line item in subsequent years in an effort to make the Park available to the citizens.

Dr. Van Tine extended thanks to City Manager Rohlf for allowing the free public tours to explore Warwicktowne archaeology, on Saturday, October 26, 2019, 9:00 a.m. and 11:00 a.m. at the City Farm Park. The tours were hosted by the City's Historic Services Division. There was no cost to attend the tours; however, participants were required to make an appointment by calling the Newport News Park Campsite Office at (757) 888-3333. Space was limited to 15 individuals per tour, first-come, first served.

Dr. Van Tine also urged the City to begin work on a proposed trail to run by the James River and Deep Creek.

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

Dr. Van Tine expressed support for the creation of a Citizens' Advisory Committee to be led by Mr. Michael Poplawski, Director, Department of Parks, Recreation and Tourism. Dr. Van Tine indicated that members of the Citizens to Save Riverview Farm Park would be happy to assist.

Dr. Van Tine expressed support for Virginia Organizing, particularly for the transit dependent (Virginia Organizing was a non-partisan statewide grassroots organization dedicated to challenging injustice by empowering people in local communities to address issues that affect the quality of their lives. The Newport News Chapter, led by Ms. Jackie McIntyre and Ms. Jay Johnson, was present to address City Council regarding bus concerns with Hampton Roads Transit and requesting better service.) Dr. Van Tine indicated there was talk that some had lost their job due to poor service. This was a serious issue that public transportation in Newport News was not what it should be for the amount paid. He urged City Council to give thought to what could be done to improve transit in Newport News.

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

Ms. Shawna Lawson, 631-31st Street, Newport News, a member of Virginia Organizing, a non-partisan statewide grassroots organization dedicated to challenging injustice by empowering people in local communities to address issues that affect the quality of their lives. Ms. Lawson referenced a list of demands/requests sent to members of City Council regarding public transportation (a copy of the list is attached and made a copy of these minutes). She reiterated the requests, which included the following: (1) Bus routes to connect to Jefferson Avenue and Warwick Boulevard on Denbigh Boulevard, Oyster Point Road, Main Street, and Harpersville Road; (2) An expansion of service hours, especially during the weekends and holidays where transit services are available through 1:00 a.m.; (3) Increased retention of bus operators so that promised services are actually fulfilled; (4) An improved system for monitoring where buses are in their route that is streamlined and accessible for all consumers; (5) The reduction of missed and delayed trips; and (6) All bus routes to run at least every 30 minutes. Ms. Lawson understood that HRT would propose a regional funding system. Members of Virginia Organizing questioned how this system would affect City services.

Mr. Albert Williams, 125 Linbrook Drive, Newport News, a member of Virginia Organizing, a non-partisan statewide grassroots organization dedicated to challenging injustice by empowering people in local communities to address issues that affect the quality of their lives. He urged members of City Council to intervene and help with the public transportation problem.

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

Mr. Williams shared that he personally relied on HRT to get to and from Thomas Nelson Community College on a daily basis. His route included the 108 and 111 routes. When he missed one of them, he was put behind and may lose a class credit(s). He believed that HRT should be held accountable for the interruptions in service. He believed that a relay system be installed in order that people could be alerted when their bus would be delayed, allowing time to make other transportation arrangements. Mr. Williams referenced the list of demands/requests sent to members of City Council regarding public transportation as shared earlier by Ms. Shawna Lawson. They believed that 30-minute routes would help solve the problem. He further believed that a communication system be installed on each bus.

Ms. Roya Garcia, 1037-23rd Street, Newport News, commented that youth had nothing to do in the Southeast Community. She indicated there was too much gun violence. She further indicated that everything was closed once school was out for the day. It seemed as though City Council funded organizations and activities, but did not fund activities that aided the youth in the Southeast Community. She reminded that the youth were also citizens that mattered.

Ms. Chyna Hodges, 750-20th Street, Newport News, a 21-year old student at Thomas Nelson Community College shared that her 18-year-old brother was killed due to senseless gun violence. She was lost as a result, and affected emotionally by her brother's death. Ms. Hodges believed that more funding, support, and resources must be poured into the grass-roots organizations that worked with youth on a daily basis. She urged City Council to support those individuals and organization doing the work, such as Us4Us and Empower All, who worked directly with children that were overlooked by Guidance Counselors, teachers, and the community.

Ms. Clarissa Jones, 562 Blue Point Terrace, Newport News, shared that she was a single mother of two teenage boys. She shared that one of her sons had been shot on two separate occasions. She further shared that her son was not interested in spending time at Community Centers, or playing sports, because most allowed the younger kids to intermingle with the older teenage youth. Ms. Jones requested funding for Us4Us, who worked with and helped teenagers in the community.

Mr. Donavon Barnett Wright, 1037-23rd Street, Newport News, shared that he was a business owner in Newport News. He also requested funding for grass-root organizations that cared and worked with children to prevent them from going from the street to prison. He observed that City Council cared about various issues, such as traffic, but he was concerned with a different type of traffic; i.e. youth going from the streets, and traffic between guns into the youth's hands. He suggested that a "Stop Sign" be installed to cease those aforementioned activities. Mr. Wright advised there were no programs put in place that were created to help the

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

youth prior to them getting into serious trouble. Grass-root organizations, such as Us4Us, also known as the “Good Dad Gang,” worked with teens. The teens advised of their needs and Us4Us developed the programs which helped them, and kept them from going to prison, dropping out of school, or killing one another. The City continued to fund organizations that did not work. He reiterated that funds should be allocated for grass-root organizations such as Good Dad Gang and Empower All.

Captain Patrick Wright, 942 Shore Drive, Newport News, extended thanks to City Council for including a \$300,000 line-item in the 2020 CIP for the City Farm Park.

Captain Wright also extended thanks to City Council for their interest and assistance extended to Virginia Organizing, in their efforts to improve bus service in the City and region. In successive CIPs, there was a stated goal of the cultivation and promotion of a positive image of the City, particularly among millennial workers. Millennials, when polled about issues that mattered the most, put the environment at the top of the list. To the City’s credit, there had been a robust recycling effort, but there needed to be more.

Captain Wright challenged the City Council, and the citizens, to commit to the ban of single-use plastics; i.e. grocery bags, straws, foam cups, etc. These items littered the City streets, parks, and waterways; clogged storm drains, and filled up the landfill. These threaten one of the City’s oldest industries – the seafood industry. No one wants to live in a trashy City. He suggested claiming the mantle of “the Green City”.

Captain Wright urged City Council to encourage the State government to follow the lead of ten other states and pass the container deposit law, also known as the “Bottle Bill,” or container deposit legislation. He urged citizens to think globally and act locally.

Ms. Lucy Van Tine, 105 Cannon Drive, Newport News, extended thanks to the City Council for the \$300,000.00 line item in the CIP for the Riverview Farm Park/City Farm Park. This would make a start in getting City Farm ready for the public to enjoy.

Ms. Van Tine extended thanks to City Council opening City Farm property up for free public tours on Saturday, October 26, 2019, 9:00 a.m. and 11:00 a.m. at the City Farm Park. The tours were hosted by the City’s Historic Services Division. There was no cost to attend the tours; however, participants were required to make an appointment by calling the Newport News Park Campsite Office at (757) 888-3333. Space was limited to 15 individuals per tour, first-come, first-served. Newport News citizens would enjoy getting a view of their fabulous riverfront land and looking out at the Warwick and James Rivers and Deep Creek.

Ms. Van Tine called attention to problems with the Hampton Roads transportation City bus service. She suggested having Riverview Farm Park and Grissom Library added to the bus routes. She believed that all of the City’s parks, especially the riverfront parks, and all libraries should be assessable to all Newport News citizens.

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

Mr. Adrian Cook, 750-20th Street, Newport News, addressed City Council on behalf of United Soldiers for United Streets. He shared that September 19, 2019 marked the one-year anniversary of his release from federal prison after serving nearly ten years for selling drugs in the Southeast Community. He realized that he had never imagined living to the age of 18. Mr. Cook, at 39-years of age, realized that the youth of the City were in the same situation, with many not making it to the age of 18 years. He committed himself, if he could put his life on the line to destroy the community, he could do the same to build up the community. He urged City Council to assist him in building the community by allocating resources and funds to the programs, to grass root organizations, such as Us4Us and Empower All, who were speaking with the youth daily, embracing them, and letting them know that they were loved. Mr. Cook asked City Council to provide resources to assist in providing the children hope, love, and to teach financial literacy, and show that opportunity was available. He was saddened that many youth graduated but died prior to attending college. He indicated now was the time for action and reiterated the request to allocate funds to programs.

Mr. David G. Wilson, 550 Pavilion Place, #3, Newport News, advised that he was the founder of the organization, Good Dad Gang, and a member of Us4Us. He shared that he served 19 years in prison, with 10 spent in solitary confinement. He had destroyed his community and was willing to buckle down and do what was required. He concurred with Mr. Cook, advising that once the community was destroyed, it was destroyed for the youth that followed. He indicated that he had not previously attended a City Council Meeting, and he listened intently on what was being said and done, referencing the word “for” with millions being allocated for various projects. Mr. Wilson shared that he spent a great deal of his time in the streets where children were dying. He further shared that he was from the Marshall Courts community, with the Doris Miller Community Center being in the 800 block; and while Assistant Parks Director, Mr. Roche, advised that the lights were not operable in front of the Doris Miller Community Center, but there was no safety hazard. He knew that many children died daily on the corner that was not considered a “safety hazard” due to the dark areas. He was saddened that \$1.8 million was allocated to fix a project other than the lighting.

Mr. Malik Jones, 750-29th Street, Newport News, shared that building a personal relationship with youth could bring a major change in a community. Many young men and women would blame the City officials, not taking personal responsibility for a particular situation. Citizens failed to realize that listening was the key – youth failed to listen to leadership, and leadership failed to listen to the youth. Mr. Jones suggested leadership should begin by building a personal relationship with the youth and incorporate their thoughts into the agenda regarding what was occurring in the community – youth would begin to make a major change.

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

Ms. Jannie Bazemore, 1004 Hampton Avenue, Newport News, suggested members of City Council, stop and take time to observe what was happening to the Southeast Community. The youth were suffering from a lack of revitalization and programs. Huntington was a place for the youth in the past. Ms. Bazemore extended thanks to the City Council for including Huntington Middle School in the CIP. She advised they needed to speed up the funding for Huntington Middle School. Funding for the plan and design of the school should be appropriated immediately. Ms. Bazemore inquired whether the funding should continue to be delayed while more and more of the Newport News Public Schools (NNPS) would need to be repaired and/or rebuilt. They would need more than roofs and HVAC systems. Rumor was spreading that Warwick High School needed to be rebuilt. She questioned whether Warwick High School would take priority over Huntington Middle School. Many of the NNPS were 50 years in age or older. No other school project should take funding over Huntington Middle School which had been neglected for years – some of which was due to completely closing the school and erecting an alternative site with no school and giving it a Huntington name, which was unacceptable. Ms. Bazemore asked members of City Council to keep in mind every day that Huntington Middle School was closed, the City and the School Board was in violation of the court-ordered busing plan, which remained in effect. That plan provided for neighborhood schools for middle school students in Newport News. No action was pursued on that plan as it would hold up progress. She advised that progress was being held up anyway. In June 2020, Huntington Middle School would become a school on paper with no students, meaning the community and the children were failed. Ms. Bazemore indicated, between the City and the School Board, past and present, the demise of Huntington Middle School should never have happened. She advised the only way to reconcile with the Southeast Community was for the immediate reopening of Huntington Middle School. On behalf of the Huntington High School Alumni Association, Ms. Bazemore urged that City Council speed up the funding for Huntington Middle School to proceed with the education of the students and keeping the students in the downtown area. Ms. Bazemore concluded with her signature phrase, “Huntington shall rise again.”

Mr. Adrian Whitcomb, 316-54th Street, Newport News, distributed a flyer about the Washington-Rochambeau Revolutionary Route (a copy is attached and made a part of these minutes). He referenced a historical presentation by Mr. J. Michael Moore, Historic Sites Curator, Division of Museums and Historic Services, at an event Unveiling the Deep Creek and American Revolution Interpretive Marker, on Saturday, October 19, 2019, 3:00 p.m., at the Menchville Marina (494 Menchville Road South). The marker honored the contributions of a forgotten French hero of the American Revolution. For further details, citizens were invited to go to YouTube and search “Washington-Rochambeau Deep Creek,” as well as the link at the website, www.saveriverviewfarmpark.com.

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

Ms. Pam Hall, Newport News, a resident of the Southeast Community, spoke on behalf of Huntington Middle School. She read excerpts from Mary McLeod Bethune's Last Will & Testament, written more than 50 years prior (a copy of Ms. Hall's remarks are attached in full and made a part of these minutes). She left the following in her will: (1) the challenge of developing confidence in one another; (2) a thirst for education; (3) respect for the uses of power; (4) faith; and (5) a responsibility to young people.

Mr. William Harrell, President and CEO, Hampton Roads Transit (HRT), advised that HRT desired to work closely with the members of Virginia Organizing. HRT had met with the group. He agreed that there was room for change to improve public transportation. He advised that HRT was working closely with the City of Newport News. Ms. Lisa Cipriano, Director, Department of Budget and Evaluation, was the Chair of the Financial and Management Committee. They had worked carefully on their financial numbers and projections. He advised that the issues that occurred in FY 2016 had not re-occurred. He shared that some funds had been returned to the localities. Mr. Harrell advised the funding model was their challenge. HRT celebrated there was \$5 billion worth of construction in the region; i.e. roads, bridges, and tunnels, to include the I-64 Widening Project, the HRBT Project, and the High Rise Bridge. He advised the project had been on the books for 30 years, only in FY 2013 when the General Assembly created the Hampton Roads Transportation Fund, they created funds for roads, bridges, and tunnels, but excluded public transportation. Mr. Harrell advised that HRT had undertaken a project called Transform Transit, where a Strategic Plan was in the works to come up with Regional Standards so not to solely rely on General Fund sources. He understood that services were not optimized in the region. HRT recognized forty-five percent (45%) of the operating budget came from the General Fund of localities. He advised that transportation competed with the many needs amongst localities – schools, parks, public safety, lighting, helping the youth, etc. He advised that there was a structural problem with how public transit was funded. HRT was committed to improving public transit. He asked the members of Virginia Organizing to assist during the General Assembly Session so that leaders understood that part of the quality of life needed for the community was good bus transportation. Mr. Harrell stated that HRT was committed to addressing the issues expressed by Virginia Organizing in collaboration with the City of Newport News.

Vice Mayor Vick expressed support for Bus Rapid Transit. Mr. Harrell envisioned connecting Jefferson Avenue and Mercury Boulevard. They were doing environmental work on the issue and looked forward to updating City Council on the matter of Bus Rapid Transit.

J. Old Business, New Business and Councilmember Comments

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

J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Scott thanked Ms. Chyna Hodges and Ms. Roya Garcia, for their attendance and doing their first public speaking position in front of City Council and invited them to come again.

Councilwoman Scott thanked Mr. Harrell for his attendance and personally speaking to the Newport News community. It was important for citizens to see that he was engaged directly with his organization and worked with HRT in the best interest of the citizens.

Councilwoman Scott shared that she participated in the 100 Moms March, held on Saturday, October 19, 2019 to bring awareness to domestic violence in the community. There was a great turnout, to include Mayor Price, Congressman Bobby Scott, members of the NNPD Young Commissioners, members of the NNPD Homicide Support Group, Transitions Family Violence Services, The Catalyst Effect, GROW Foundation, Inc. (Girls Recognizing Our Worth), Boys and Girls Club of the Virginia Peninsula, Newport News Commonwealth's Attorney's Office, and many young attendees. Councilwoman Scott advised that she was feeling optimistic about the way the community was engaged in the perils that impacted the citizens and the community. It was good to see the outpouring of love by the citizens and the youth who participated in the event.

Councilwoman Scott congratulated the Newport News Sheriff's Office (NNSO) for the 6th Annual Project Lifesaver Motorcycle Ride, on Saturday, October 12, 2019. Home Safe/Project Lifesaver provided rapid response to save lives and reduce the potential for serious injury to adults and children who wandered due to Alzheimer's, Dementia, Autism, Down Syndrome, traumatic brain injury and related disorders.

Councilwoman Scott also applauded the NNSO for the many volunteers that helped take care of some of the City's disadvantaged citizens. She and her colleagues attended the NNSO 14th Annual Volunteer Appreciation Dinner, held Thursday, October 17, 2019, at the Holiday Inn Newport News - City Center (980 Omni Boulevard).

Councilwoman Scott and her colleagues attended the Community and Consumer Awards Recognition Luncheon on Tuesday, October 15, 2019, at the Hampton Marina Hotel (700 Settlers Landing Road, Hampton). This organization, Insight Enterprises, Inc. Peninsula Center for Independent Living, headed by Executive Director, Mr. Ralph Shelman, assisted individuals with disabilities on the Virginia Peninsula and Middle Peninsula to live independently. Councilwoman Scott advised that these individuals did more as a disabled community than some in the abled community. She applauded Mr. Shelman and his staff for their hard work.

Councilwoman Scott reported to the residents of the Warwick Lawn community that the Campbell Road project was slated to begin its upgrade in January 2022.

J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Scott announced the next North District Town Hall Meeting would be held on Monday, October 28, 2019, 7:00 p.m., at the Denbigh Community Center (15198 Warwick Boulevard). There would be Open Discussion. All citizens were welcome to attend to share their ideas.

Councilwoman Scott extended condolences to Mrs. Beverly Diamonstein and family on the passing of former Delegate Alan Diamonstein. Delegate Diamonstein, a devoted public servant and beloved community leader, died on October 17, 2019. Councilwoman Scott indicated that his death was a great loss to the City of Newport News and the Commonwealth of Virginia. It was difficult to measure all that he had done to impact the City and State. She had watched him as he worked in collaboration with different businesses and leaders throughout the Commonwealth to make the City and State a better place to live.

Vice Mayor Vick thanked the citizens for their attendance and participation and voicing their opinions and concerns, particularly the members of Virginia Organizing, with whom she had met about their transportation concerns. Vice Mayor Vick shared that many issues to which City Council could have an impact, relied on funding. She shared their concerns regarding transportation and advised that she was determined to make Bus Rapid Transit a reality, especially on Jefferson Avenue.

Regarding comments from Us4Us, Vice Mayor Vick advised that she was also concerned about the youth in the community and the violence everywhere nationwide. She explained that the City of Newport News had a summer jobs program for the past five (5) years that employed youth, which was a pivotal project in the City. The original focus was in the South District, which had the highest crime rate, because they knew if individuals attained an education, and a strong work ethic, the pace would be set for a better life. She urged those in attendance to be aware of what was available in the City. Vice Mayor Vick commented about the Brooks Crossing Innovation and Opportunity Center Ribbon Cutting, on Saturday, August 24, 2019, at 550-30th Street, with STEM classes and various trainings that would help, urging all to be connected. She shared that she personally was enlightened in her youth with a summer job knowing it could help her get out of poverty and build a better life because of a strong work ethic. Vice Mayor Vick urged families to bring the youth out – there was the Downing-Gross Cultural Arts Center; Hampton Roads Community Action Program (HRCAP); all of which could assist the youth and get them on a path to work to better their lives.

Vice Mayor Vick extended condolences to the King family, on the passing of their mother, Ms. Pearl King.

Vice Mayor Vick extended condolences to Mrs. Beverly Diamonstein and family on the passing of former Delegate Alan Diamonstein.

J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Woodbury advised that she also attended the NNSO 14th Annual Volunteer Appreciation Dinner, held Thursday, October 17, 2019, at the Holiday Inn Newport News - City Center (980 Omni Boulevard). She was amazed by the number of volunteers that help in the City of Newport News to make it a better place.

Councilwoman Woodbury advised that she also attended the Community and Consumer Awards Recognition Luncheon on Tuesday, October 15, 2019, at the Hampton Marina Hotel (700 Settlers Landing Road, Hampton). She commended Mr. Ralph Shelman, Executive Director, Insight Enterprises, Inc. Peninsula Center for Independent Living, for all of his hard work to assist individuals with disabilities on the Virginia Peninsula and Middle Peninsula to live independently.

Councilwoman Woodbury advised that she attended the Washington-Rochambeau Revolutionary Route event at the Unveiling of the Deep Creek and American Revolution Interpretive Marker, on Saturday, October 19, 2019, 3:00 p.m., at the Menchville Marina (494 Menchville Road South). She encouraged citizens to visit YouTube and search "Washington-Rochambeau Deep Creek," as well as the link at the website, www.saveriverviewfarmpark.com. She was grieved that the NNPS did not teach history anymore. She referenced a historical presentation by Mr. J. Michael Moore, Historic Sites Curator, Division of Museums and Historic Services, who provided the best history lesson.

Councilwoman Woodbury advised that she served on the Board of Directors of Hampton Roads Transit (HRT). She further advised that she was interviewed by WAVY-TV10. There was a 10-year strategic plan being worked on in an effort to make things better. She consistently reminded the Board that the Peninsula was treated as a stepchild and did not receive services that Norfolk and other cities on the Southside received. Councilwoman Woodbury assured members of Virginia Organizing that their list of demands/requests were articulated. Their goals were well represented and were being worked on.

Councilwoman Woodbury thanked members of Us4Us for their attendance and participation, and for using their life experiences to help others and would help save the City's youth. She wished Us4Us well and offered her assistance. She concurred that relationships with youth would help guide and save them.

Councilwoman Woodbury shared that City Council received a presentation on E-scooters at its earlier Work Session of October 22, 2019. She indicated that scooters could also help with transportation.

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

J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Cherry extended condolences extended condolences to Mrs. Beverly Diamonstein and family on the passing of former Delegate Alan Diamonstein. Delegate Diamonstein was a true friend and mentor and would be sorely missed. Councilwoman Cherry indicated Delegate Diamonstein was a “quiet giant,” but very thoughtful and helpful in her career.

Councilwoman Cherry extended condolences to the family of Apostle Garna Renauld Trafton, Pastor of Bread of Life New Creation Community Church, Newport News, who transitioned on Monday, October 21, 2019. The family would be kept in prayer.

Councilwoman Cherry extended thanks to the City’s Department of Libraries and Information Services, for the Salute to the Heroes of the Southeast Community Exhibit, held Saturday, October 12, 2019, at the Main Street Library (110 Main Street). She was humbled as her late husband, Mr. Gregory Cherry, was one of the heroes honored. Councilwoman Cherry encouraged everyone to stop by the Virginiana Room at the Main Street Library. The exhibit was free and very inspiring.

Councilwoman Cherry advised that the NNPS was celebrating Red Ribbon Week, October 22-26, 2019, which focused on alcohol, tobacco, and other drugs, as well as violence prevention awareness events. She extended thanks to Ms. Christina Buckingham, School Counselor at Newsome Park Elementary School, who extended an invitation to Councilwoman Cherry to participate in the program on Monday, October 21, 2019. The children did a great job and creating and innovating their own rap songs, and shared them with stellar performances. Councilwoman Cherry extended kudos to Ms. Fulp’s and Ms. Womack’s classes, who were the winners. She further congratulated Master Police Officer Brandon Maynard, who showed his talent by doing the dance, Cupid Shuffle. She shared the takeaway from the program was to “Say No to Drugs”.

Councilwoman Cherry celebrated and extended thanks to the vision impaired community with Insight Enterprises who had a “Walk with the Blind”. The walk was held on Saturday, October 12, 2019, in Williamsburg. She was humbled to be able to walk with them, down the Duke of Gloucester Street, and past the Capitol, helping her to appreciate their ability as opposed to their disability. Councilwoman Cherry reminded that the blind also desired to live full lives.

Councilwoman Cherry announced that the National Prescription Drug Take Back Day was scheduled for Saturday, October 26, 2019, 10:00 a.m. – 2:00 p.m. Drop-off locations would be provided at the three Newport News Police Precincts, (South – 5849 Jefferson Avenue; Central – 9710 Jefferson Avenue; and North – 368 DeShazor Drive). This was a safe way to discard un-used and expired medications. She reminded that these medications should not be flushed down the toilet or discarded in the City’s waterways.

J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Cherry announced that the Community Fall Festival would be held on Saturday, October 26, 2019, 1:00 p.m. – 3:00 p.m., at 617-27th Street, for children, ages 2 – 17 years. Free pony rides would be available, as well as games and prizes. All children must be accompanied by an adult. Children were encouraged to dress in costumes to receive a prize. The event was sponsored by the Downtown Newport News Merchants and Neighbors Association, Inc., in partnership with the James A. Fields House, Inc.

Councilwoman Cherry advised that a great time was had at the Pumpkin Paint and Carve, on Saturday, October 19, 2019, 12:00 noon – 2:00 p.m., at 617-27th Street.

Councilwoman Cherry announced that the South District “Your Voice Matters” Town Hall Meeting, scheduled for Thursday, November 21, 2019, would be cancelled. The South District “Your Voice Matters” Town Hall Meeting, scheduled for November 14, 2019, would be combined, and held at the Brittingham-Midtown Community Center (570 McLawhorne Drive), 6:00 p.m. – 7:30 p.m. This would be a follow-up focus on traffic calming measures for the Huntington Heights community. The “Your Voice Matters” meetings would be held on its regular schedule during the month of December.

Councilwoman Cherry thanked members of the Us4Us organization for their attendance and participation, and for sharing their thoughts, concerns, and ideas. She advised that there were many activities that occurred in the City for youth, and most were free of charge, especially through the Downing-Gross Cultural Arts Center. She explained that the City Council could not do it all, nor could one organization do it all; but if they collaborated, the masses could be reached. Councilwoman Cherry advised that it would have been nice to receive information about the organization – who they were, what they did, and what their plans were, but she encouraged them to continue their work. If there was a gap in services, City Council could offer the services of Us4Us. There were multiple groups and organizations throughout the City, and everyone may not be reached, but together a larger impact could be made. She suggested Us4Us to get connected with the Department of Parks, Recreation and Tourism. Everyone must work together, and stop the blaming and shaming. Find out what the City was doing prior to pointing a finger and saying what the City was not doing.

Councilwoman Cherry thanked and commended members of Virginia Organizing for their attendance and participation, and for sharing their thoughts and concerns. She concurred with Vice Mayor Vick regarding Bus Rapid Transit. City Council had discussed the matter in the past, but was aware that it was a cost issue. City Council would continue to work with HRT to obtain the services needed in the community.

Councilman Harris thanked the citizens for their attendance and participation, and for sharing their thoughts, concerns, and ideas.

J. Old Business, New Business and Councilmember Comments Continued

Councilman Harris extended condolences to Mrs. Beverly Diamonstein and family on the passing of former Delegate Alan Diamonstein. Delegate Diamonstein was a “powerhouse” in politics in both the City and the State, with many mentorships throughout the course of his political career.

Councilman Harris reminded about his comments regarding Mr. David Wilson, Founder of the Good Dad Gang, who brought together a group of young people on Monday, September 23, 2019, at the Pearl Bailey Library (2510 Wickham Avenue). This group of teenagers spoke passionately about their experiences. It was easy for City leaders to suggest what they thought the youth needed, but no one knew like the youth. Councilman Harris encouraged the Good Dad Gang to speak with Chief Steve Drew, NNPD, and Mr. Alan Archer, Assistant City Manager, about how to receive additional information and get the Good Dad Gang added to the list of organizations that request funding from the City. He realized that things needed to be done differently. Looking at some of the grass root organizations in the City, he believed that the Good Dad Gang brought a different dynamic to the table. He advised that he would attempt to help them during budget time in an effort to reach the demographic with the most need.

Councilman Harris shared that he participated in an Student Council Association Leadership program at Crittenden Middle School, and commended Ms. Teri Jones, Principal, at Crittenden Middle School. There was brief discussion about the number of students being impacted and how they were bursting at the seams with students in the building. City Council would work to rectify an issue that continued to grow. Councilman Harris reminded that Mayor Price continued to meet about Huntington Middle School. He assured the public the project had not been pushed to the side, but worked to get the best plan in place. It would come down to the youth being educated, safety, and maximizing their potential.

Councilman Jenkins extended thanks to the members of the Good Dad Gang for the forums they sponsored and the worthwhile discussions. He looked forward to future meetings and hoped that other members of the community would join in.

Councilman Jenkins extended thanks to the members of Virginia Organizing for their attendance and participation. He indicated that mass transit was an issue for which he was very concerned.

Councilman Jenkins extended thanks to members of the Huntington Alumni Association for their attendance and participation, to remind City Council that the rebuilding of Huntington Middle School should be a priority.

Councilman Jenkins extended thanks to members of the Save Riverview Farm Park for their attendance and participation, talking about the plans for Riverview Farm Park and keeping the issues in the forefront.

J. Old Business, New Business and Councilmember Comments Continued

Mayor Price extended condolences to Mrs. Beverly Diamonstein and family on the passing of former Delegate Alan Diamonstein. Recalling the “E.F. Hutton commercial,” he advised when Alan Diamonstein spoke, people listened. He was a quiet leader in the community and did a great job for the Commonwealth. Governor Northam had instructed that flags be at half-mast in honor of Former Delegate Alan Diamonstein.

Mayor Price announced that the Newport News Oyster Roast was scheduled for Friday, October 25, 2019, 6:00 p.m. – 9:00 p.m., at City Center (701 Town Center Drive). Admission was free. The public was invited to enjoy roasted oysters, seafood, food trucks, and live music by the band Slap Nation.

Mayor Price announced that the 2019 Newport News State of the City was scheduled for Tuesday, October 29, 2019, 11:30 a.m. – 1:30 p.m., at the Newport News Marriott at City Center (740 Town Center Drive). The event was sold out, but citizens would be able to view it on Newport News TV, Channel 48.

Mayor Price announced the Whittaker Place Apartments Grand Opening Celebration, scheduled for Thursday, October 31, 2019, 11:00 a.m. – 1:00 p.m., at 1003-28th Street. He encouraged residents to visit and view the transformation of former Whittaker Hospital.

Mayor Price reminded that Election Day was Tuesday, November 5, 2019, for the State Senate, House of Delegates, and the Newport News Clerk of the Circuit Court. He encouraged everyone to be a part in the government, and exercise their civic duty.

Mayor Price announced that Monday, November 11, 2019 was Veterans Day. The City of Newport News would have its first Veteran’s Day parade. The parade would begin at the Newport News City Hall (2400 Washington Avenue), 10:00 a.m., and proceed to the Victory Arch, for the traditional Veterans Day service at 11:00 a.m.

Councilwoman Cherry extended kudos to the Newport News Department of Parks, Recreation and Tourism, for a great Fall Festival, held on Saturday and Sunday, October 5-6, 2019. She extended thanks to Mr. Michael Poplawski, Director, and staff, for making it a fun event for the community.

K. Adjourn

THERE BEING NO FURTHER BUSINESS,
ON MOTION, COUNCIL ADJOURNED AT 8:45 P.M.

Page 31
Minutes of Regular Meeting
October 22, 2019

Mabel Washington Jenkins
Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, teste:

City Clerk

F. Consent Agenda

3. Resolution Adopting an Updated Emergency Operations Plan (EOP) and Directing the City Manager, as the City's Director of Emergency Management, to Take Actions Necessary to Implement Said Plan

ACTION: A REQUEST TO APPROVE A RESOLUTION ADOPTING AN UPDATED EMERGENCY OPERATIONS PLAN (EOP) AND DIRECTING THE CITY MANAGER, AS THE CITY'S DIRECTOR OF EMERGENCY MANAGEMENT TO TAKE ACTIONS NECESSARY TO IMPLEMENT SAID PLAN.

BACKGROUND:

- The Emergency Operations Plan (EOP) has been developed in accordance with the requirements for local established emergency planning.
- The EOP provides a framework for the coordinated response to the types of emergencies and disaster events most likely to occur in Newport News.
- The original EOP was adapted by City Council in 1997.
- Updates and revisions were made in 2000, 2005, 2006, 2011 and 2015.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Memo to HCC re Emergency Operations Plan Adoption 2019-2023 11.6.19

Emergency Operations Plan for Newport News

rag2055 Adopting an Updated Emergency Operations Plan

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

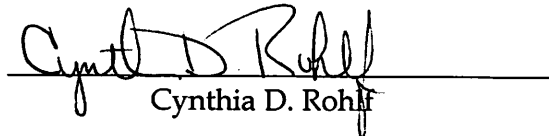
November 6, 2019

TO: The Honorable City Council
FROM: City Manager
SUBJECT: Emergency Operations Plan Adoption 2019-2023

The Newport News Emergency Operations Plan (EOP) has been developed in accordance with the requirements for local emergency planning per the Commonwealth of Virginia Emergency Services and Disaster Law of 2000 (Code of Virginia, § 44-146.13 to 44-146.28:1), where State and local governments are charged with developing and maintaining current Emergency Operations Plans (EOP) in order to be prepared for such events. The EOP establishes the structure for a coordinated response to various types of natural, technological, and manmade emergencies, disasters, or terrorist attacks.

The Newport News Division of Emergency Management (DEM) is responsible for required periodic updates and revisions to this document. The DEM will develop training and exercise programs to familiarize city personnel, emergency officials, volunteer organizations, and other appropriate private sector organizations with the provisions of the EOP. It is also responsible for the dissemination of emergency planning and response information to the citizens of Newport News. All participating agencies, departments, and enterprises are responsible for understanding their roles within the Newport News EOP.

I recommend approval.



Cynthia D. Rohlf

CDR:JSJ:dph

cc: Alan K. Archer, Assistant City Manager
Jeffrey S. Johnson, Fire Chief, Newport News Fire Department
George T. Glazner, Deputy Coordinator, Emergency Management



Comprehensive Emergency Management Framework

Emergency Operations Plan

Volume 4, Response Framework

Prepared by:
Division of Emergency Management

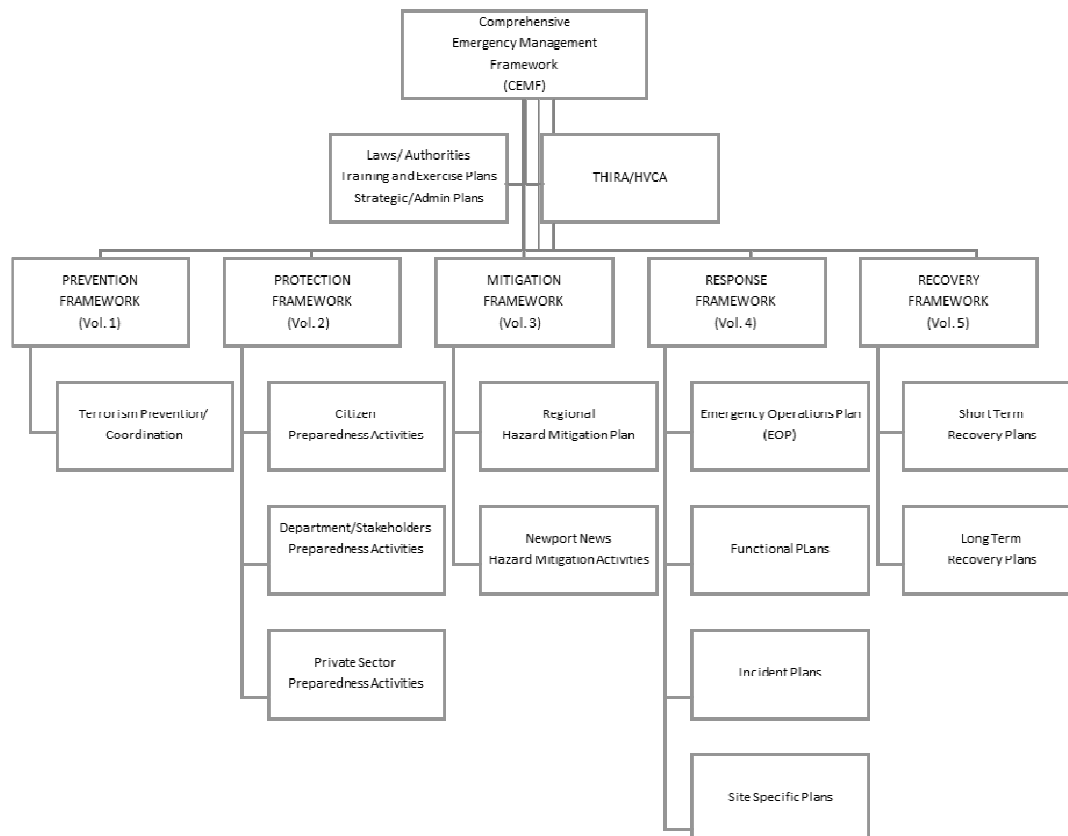
Effective for
2019 – 2023

*Approved
Date TBD
City Council Resolution # TBD*

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Executive Summary

- A. This Response Framework is comprised of the Emergency Operations Plan (EOP) as well as technical support documents such as functional plans, incident/event specific plans and site plans. This is a component of the proposed Comprehensive Emergency Management Framework (CEMF) which, when implemented, will cover all aspects for the emergency management planning program. The following indicates the CEMF and the relationship of the Response Framework to the other elements of the framework.



- B. In accordance with the National Preparedness Goal, this framework addresses the current thirty-two capabilities as listed in the Federal Emergency Management Agency's Core Capabilities documents.

Planning				
Public Information and Warning				
Operational Coordination				
Intelligence and Information Sharing		Community Resilience	Infrastructure Systems	
Interdiction and Disruption		Long-Term Vulnerability Reduction	Critical Transportation	Economic Recovery
Screening, Search, and Detection		Risk and Disaster Resilience Assessment	Environmental Response/Health and Safety	Health and Social Services
		Threats and Hazards Identification	Fatality Management Services	Housing
Forensics and Attribution	Access Control and Identity Verification		Fire Management and Suppression	Natural and Cultural Resources
	Cybersecurity		Logistics and Supply Chain Management	
	Physical Protective Measures		Mass Care Services	
	Risk Management for Protection Programs and Activities		Mass Search and Rescue Operations	
	Supply Chain Integrity and Security		On-Scene Security, Protection, and Law Enforcement	
			Operational Communications	
			Public Health, Healthcare, and Emergency Medical Services	
			Situational Assessment	

- C. It is the intent of all components of the CEMP to ensure an inclusive relationship with all departments, commissions, agencies as well as participating private and non-governmental organizations (NGOs). The City of Newport News also cooperates with state and federal partners (hereafter collectively referred to as "stakeholders"). It is understood that all of the participating stakeholder organizations have independent authorities and responsibilities and that they have agreed to cooperate under this common response framework.
- D. The primary goal of this framework is to respond to the consequences of a disaster agent such as blocked roadways, power outages, displaced persons, etc. utilizing a tiered series of guidelines and plans with each level becoming more specific to response tasks. This EOP is appropriate for public dissemination, however, the technical supporting documents referenced typically contain sensitive information and are continually updated to adapt to changing conditions and capabilities. For this reason they are designated for official use only (FOUO). DEM welcomes questions and discussions with interested citizens about the city's plans, however copies will only be provided following a legal review of a Freedom of Information Act (FOIA) request.

- E. This plan is part of a larger system of inter-related plans at the local, state and federal levels. They are developed in accordance with the National Response Framework (NRF) and the principles of the National Incident Management System (NIMS). The inter-related nature of the plans and incident management are designed to allow maximum coordination and cooperation between responders from all levels of government.
- F. The process conforms to the principle that local government is primarily responsible for management of the response to the consequences of most incidents. Unless otherwise specified under the law, state and federal resources are provided to support, not supplant the efforts of the local government. In accordance with this principle, the local and mutual aid resources are expended first, and if the resources are insufficient in any way, the Newport News Director of Emergency Management or designee, requests assistance from the state. This assistance may be provided peer-to-peer from state agencies, or specifically under the direction of the governor. In the event of a major emergency or disaster, federal assistance is requested by the city, through the governor to the president, via the Department of Homeland Security, specifically FEMA. FEMA coordinates the response and resources from the federal government.
- G. The City of Newport News has officially adopted the NIMS Incident Command System (ICS) for on-scene incident management. In the event of large scale and/or multiple incidents requiring support, a Multi-Agency Coordination System (MAC) may be activated at the NN Emergency Operations Center (EOC) or alternative location. As the title implies, this MAC will serve as the conduit for resource requests, information and will provide policy guidance to the field incident commander(s) as needed.
- F. The decision to activate the Newport News EOC is made by the Newport News Director of Emergency Management or designee, Emergency Management Coordinator or by the Deputy Coordinator of Emergency Management. Activation is based on a request from an incident commander or department head, the actual or expected impact from an event such as an approaching storm, or to provide support to neighboring jurisdictions.
- G. The personnel assigned to the EOC are expected to have decision-making authority to negotiate and coordinate their respective organization's response and recovery activities with the other organizations in order to accomplish common goals and objectives.

Having key personnel co-located in the EOC for the duration of the emergency expedites decisions and promotes face-to-face coordination. Redundant systems are available within the EOC to provide communications between the EOC representatives and their respective field personnel and division staff, as well as higher levels of government.

- H. Most incidents that occur in the City of Newport News are handled by field incident command and there is no need for the EOC to be activated. There are other incidents where EOC activation is appropriate, for the purpose of support in the form of multi-agency coordination (MAC), policy and/or area command in the event of multiple incidents. Significant events will likely require both field incident command and EOC activation.
- I. Staffing in the EOC will vary depending on the dynamic needs presented by the disaster agent. Some functions such as evacuation or sheltering may be needed immediately and others such as damage assessment may not come into play until later. EOC staffing will be determined by the complexity and nature of the incident and may range from virtual, with the purpose of collecting data about the incident to partial, with select personnel based on need, to a full activation of all team members.
- J. Emergency management activities occur in a cyclical pattern and include many transitional activities as shown in the following diagram. This illustrates examples of activities, where they fall within the cycle and their relationship with the response phase addressed in this plan.



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Promulgation

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

October 1, 2019

TO: All City of Newport News Departments
All Participating organizations, agencies, and jurisdictions

FROM: City Manager

SUBJECT: Emergency Operations Plan (EOP)

The attached emergency operations plan was approved by city council (DATE and Resolution #). The EOP is for use in responding to and recovering from major incidents and disasters within the City of Newport News. All organizations participating in emergency response and recovery activities are to follow the concepts and coordination systems specified in the plan and the applicable technical and supporting plans and procedures.

The EOP has been designed to provide guidance in coordinating the activities of various departments and organizations that may not interact on a daily basis while recognizing the normal mission of the organization. Nothing in the EOP is intended to interfere with the delivery of any organization's primary services; although during a crisis, resources may have to be temporarily redirected to accomplish critical missions. If necessary, a local disaster declaration will be issued to address those issues.

While the EOP serves as a policy level and guidance document, it is recognized that each incident is unique and may require some variations in implementation. Should issues arise, they are to be addressed through the emergency management coordinator who will seek appropriate policy and/or legal advice to meet the specific needs of the emergency.

Cynthia D. Rohlf

Administrative Handling Instructions

This plan should be safeguarded, handled, transmitted, and stored in accordance with appropriate security directives from the Newport News Division of Emergency Management. While the Emergency Operations Plan is suitable for public distribution, the associated technical support documents including functional, incident and site specific plans and procedures are for official use only (FOUO). They typically contain sensitive information which may be withheld from the public because disclosure would cause a foreseeable harm to an interest protected by one or more Freedom of Information Act (FOIA) exemptions. Public inquiries may be discussed with the deputy coordinator of emergency management during normal business hours. As with any governmental document, if additional details are requested, then a request may be submitted for legal review.

Planning Contact Information

For all information pertaining to this plan, contact:

Division of Emergency Management

Emergency Management Planner

Newport News Fire Department

513 Oyster Point Road

Newport News, VA 23602

Phone: (757)-269-2903

Record of Changes

All changes are to be annotated on the master copy of the Newport News Emergency Operations Plan. Should the change be significant in nature, updates shall be made to applicable web pages. If not, changes will be reviewed and incorporated into the Plan during the next scheduled update.

DATE REVISED	PAGES REVISED	REVISED BY
1997	Adopted by City Council	
2000	Annexes and Support Functions Updated	Theresa J. Lazar Emergency Operations

		Planner
2004	Basic Plan, Annexes, and Support Functions Update	Emily A. Seward Emergency Operations Planner
September 26, 2006	Adopted by City Council	Carl Jackson Emergency Operations Planner
December 13, 2011	Revision of 2006 Plan	Doreen McAndrews Deputy Coordinator
2015	Entire Document	Jay Bowden, CEM Emergency Operations Planner
2019	Basic Plan Update	George Glazner

I. Introduction

- A. The Newport News Emergency Operations Plan (EOP) has been developed in accordance with the requirements for local emergency planning per the *Commonwealth of Virginia Emergency Services and Disaster Law of 2000* (Code of Virginia, § 44-146.13 to 44-146.28:1), where State and local governments are charged with developing and maintaining current Emergency Operations Plans (EOP) in order to be prepared for such events. The EOP establishes the structure for a coordinated response to various types of natural, technological, and manmade emergencies, disasters or terrorist attacks.
- B. The EOP provides a framework for the coordinated response to the types of emergencies and disaster events most likely to occur in Newport News. All participating agencies, departments and enterprises tasked in this plan are responsible for developing and maintaining the standard operating procedures and training necessary for implementing the assigned duties and functions described herein. Technical supporting documents such as functional plans, incident/event plans, site specific plans and procedures are to be consistent with this EOP and are to provide additional guidance relative their respective subject. The EOP is not meant to replace department or agency standard operating procedures. It is to be used when a situation calls for multiple departments and agencies to integrate into a single command structure, or when an incident escalates beyond the capabilities of the city and it is necessary to go outside the city for additional resources.
- C. Response includes activities to address the immediate and short-term actions to preserve life, property, environment and the social, economic and political structure of the community. Response activities include:
 - 1. Search and rescue;
 - 2. Emergency shelter, housing, food and water;
 - 3. Emergency medical and mortuary services;
 - 4. Public health and safety;

5. Decontamination following a chemical, biological or radiological incident;
 6. Removal of threats to the environment;
 7. Emergency restoration of critical services (electric and gas services, water, sewer, telephone);
 8. Transportation, logistics and other emergency services;
 9. Debris removal from rights of way;
 10. Private sector provision of needed goods and services through contracts or donations;
 11. Crime scene security, investigation, evidence collection;
 12. Damage assessment;
 13. Evacuation of threatened or devastated areas;
 14. Any other action deemed necessary to respond to and resolve immediate threats to the public or the environment.
- D. The Newport News Division of Emergency Management (DEM) is responsible for required periodic updates and revisions to this document. The DEM will develop training and exercise programs to familiarize city personnel, emergency officials, volunteer organizations, and other appropriate private sector organizations with the provisions of the EOP. It is also responsible for the dissemination of emergency planning and response information to the citizens of Newport News. All participating agencies, departments and enterprises are responsible for understanding their roles within the Newport News EOP.

II. Purpose

- A. The purpose of this plan is to provide the executive framework for the response to major emergencies and disasters. Specifically it addresses the coordination of response efforts for incidents requiring multi-agency coordination and those incidents which have community impact. The primary goal is to provide a framework for the expansion of normal incident response and to provide policy guidance and support to on-scene incident commanders.
1. Identify the roles, responsibilities and actions required of participating agencies, departments and enterprises in preparing for and responding to emergencies and disasters;
 2. Ensure an appropriate response by the city, in coordination with state and federal governments in managing emergencies or disasters, saving lives, preventing injuries, protecting property and protecting the environment;
 3. Provide for the integration and coordination of volunteer agencies and private organizations involved in emergency response and relief efforts;
 4. Provide a framework for maximizing delivery of essential services during adverse conditions, to the public, especially those most vulnerable;
 5. Establish the framework for all plans developed and used by participating agencies, departments and enterprises.

III. Legal Authority

A. Newport News Codes and Ordinances

1. Chapter 16 Article VII: Emergency Management (see Appendix A)
2. Charter of the City of Newport News, Chapter 4, Section 4.14; Emergency Ordinances
3. Chapter 2, Article XX, Division 1, Sec. 2-555: Emergency Purchases
4. Chapter 42: Emergency Water Conservation
5. Chapter 37.1 Article IV Sec.37.1-34: Stormwater Management Plan Requirements
6. Chapter 28 Sec 28-4.1 Curfews After Declarations of Emergency
7. For latest updates go to:
https://www.municode.com/library/#!/va/newport_news/codes/code_of_ordinances

B. Newport News Resolutions

1. Resolution [REDACTED]-19: A Resolution Adopting the Emergency Operations Plan [REDACTED], 2019
2. Resolution 10927-05: A Resolution Adopting the National Incident Management System in Newport News Virginia. July 12, 2005
3. Resolution 6534-90: A Resolution regarding the appointment of Applicant Agent. August 28, 1990

C. Federal Statutes

1. Code of Virginia Title 44 Chapter 3.2 -The Emergency Services and Disaster Law of 2000, as Amended in 2008
2. Robert T. Stafford Disaster Relief and Emergency Assistance Act and Amendments (Volume VI Public Law 93-288 as amended by Public Law 100-707)

IV. Scope

- A. The Newport News EOP uses the all-hazard approach that addresses a full range of complex and constantly changing requirements in anticipation of or in response to threats or acts of major disasters (natural or technological), terrorism and other emergencies. The EOP does not specifically address long-term reconstruction, redevelopment and mitigation measures as these are covered in separate documents. The EOP details the specific incident management roles and responsibilities of city departments and participating organizations involved in emergency management.
- B. It is the intent of this plan and the DEM to have an inclusive, rather than exclusive, relationship with the other jurisdictions in the Hampton Roads Region as well as state and federal departments which have a presence in and around Newport News. All are invited and encouraged to participate. Furthermore, DEM desires to include any private and/or non-profit organization that wants to contribute as a stakeholder to the development of this framework and its implementation during an expected, actual or training event.
- C. It is understood that all of the participating organizations have the authority to create their own plans and to not participate in this plan. It is also understood that should any jurisdiction outside of the City of Newport News need the support that this plan could provide, that resources will be made available under normal mutual aid agreements, memorandums of agreement, and memorandums of understanding.

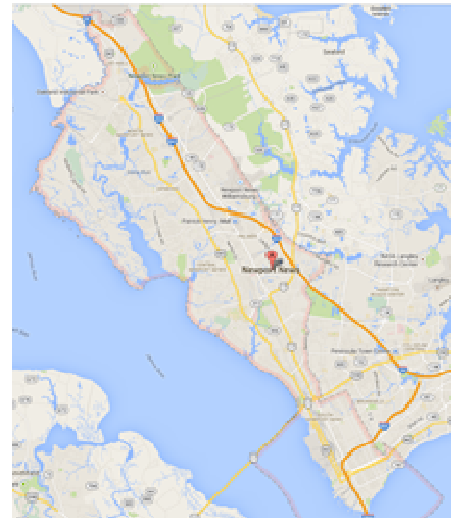
V. Situation Overview

A. Community Profile

As Virginia's fourth largest independent city, Newport News is managed by a council-manager form of government in which seven persons are elected to serve on the city council. The city manager (who also serves as the director of emergency management) is appointed by the city council. The city council also appoints the city attorney and the city clerk.

The city of Newport News, Virginia has a land area of 70 square miles, and a population of 178,626 (2018 American Community Survey, 5-Year Estimates).

The City of Newport News is located in the coastal plain of southeastern Virginia. The terrain is flat to rolling. Most of the city's land area drains into the James River and Hampton Roads. The city has 244 miles of shoreline (including inland areas and Fort Eustis).



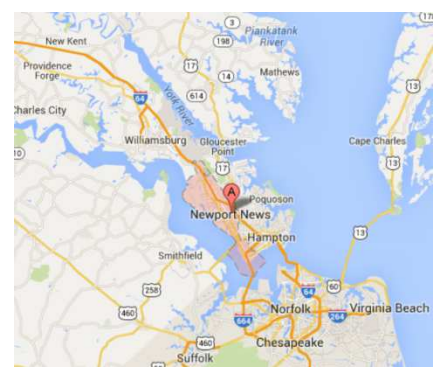
B. Environment

Weather is generally temperate and mild. Newport News has an average January temperature of 30 to 46 degrees, and an average July temperature range of 71 degrees to 85 degrees. The average annual precipitation is 46.4 inches of rainfall. The prevailing wind direction is from west to east.

C. Metropolitan

The city is part of the Hampton Roads Region, which has a population of over 1.6 million people.

The city is located on the Virginia Peninsula. Peninsula cities and counties bordering Newport News are the City of



Hampton and York County to the east, and James City County to the north.

The city is bounded on the west by the James River and on the south by the Hampton Roads. It is connected to the Southside Hampton Roads by the James River Bridge (US-17, which links the city to Isle of Wight County), by the Hampton Roads Bridge Tunnel (I-64, which connects the city to Norfolk), and by the Monitor-Merrimac Bridge Tunnel (I-664, which connects the city to Suffolk). The city's water front is part of the greater Port of Hampton Roads; the second largest port on the east coast.

The city's land area is 90 percent developed. The city is generally urban in character, but developed on lower-density suburban growth patterns. The south side of Newport News, the original city, was laid out in a grid system and features higher density development on smaller lots and multi-story buildings. Development north of Mercury Boulevard is in a lower-density pattern that led to the cluster and strip commercial development along the city's two arterials.

Interstates 64, a heavily traveled thoroughfare connecting the northeast to Hampton Roads, traverses the eastern part of the city. I-64 is a main route for commodities entering and exiting the port, and experiences a significant increase in traffic during the summer vacation months. Interstate 664 connects I-64 in Hampton to the Monitor Merrimac Bridge Tunnel in the southeast end of the city. The city also contains one commercial rail line, CSX, which carries a variety of bulk cargo, with an emphasis on the transport of coal. The Newport News Williamsburg International Airport is located near the center of the city.

D. Local Institutions

Christopher Newport University (CNU) is located on 260 acres in Newport News. CNU is a Virginia public institution offering 80 areas of study. CNU has an enrollment of approximately 5,000 students, with on-campus housing for over 3,000 residents.

Fort Eustis is located in north east Newport News and is part of the Joint Base Langley-Eustis. Fort Eustis is home to the U.S. Army Training and Doctrine Command (TRADOC) and the 128th Aviation Brigade.

Thomas Jefferson National Accelerator Facility (Jefferson Lab) is one of 17 national laboratories funded by the U.S. Department of Energy. The

lab's primary mission is to conduct basic research of the atom's nucleus using the lab's particle accelerator.

Newport News Shipbuilding (Division of Huntington Ingalls Industries) is a private corporation located in historic downtown Newport News for well over 100 years. They build and service the U.S. Navy's aircraft carriers and submarines.

E. Historic Disaster Declarations

Since 1972, the City of Newport News has had 15 disasters of such magnitude that a presidential declaration was made to provide federal disaster assistance. There were three additional "near misses" that included neighboring jurisdictions on the peninsula.

Year	Declaration Type	Disaster Number	Incident Type	Title
1972	DR	339	Flood	TROPICAL STORM AGNES
1977	DR	525	Freezing	ICE CONDITIONS
1993	EM	3112	Snow	SEVERE WINTER STORM
1996	DR	1135	Hurricane	HURRICANE FRAN AND ASSOCIATED SEVERE STORM COND...
1996	DR	1086	Snow	BLIZZARD OF 96 (SEVERE SNOW STORM)
1999	EM	3147	Hurricane	HURRICANE FLOYD EMERGENCY DECLARATIONS
1999	DR	1293	Hurricane	HURRICANE FLOYD MAJOR DISASTER DECLARATIONS
2000	DR	1318	Severe Storm	SEVERE WINTER STORMS
2003	DR	1491	Hurricane	HURRICANE ISABEL
2005	EM	3240	Hurricane	HURRICANE KATRINA EVACUATION
2006	DR	1661	Severe Storm	TROPICAL DEPRESSION ERNESTO, SEVERE STORMS AND FLOODING
2009	DR	1862	Severe Storm	SEVERE STORMS AND FLOODING ASSOCIATED WITH TROPICAL DEPRESSION IDA AND A NOR'EASTER...
2011	DR	4024	Hurricane	HURRICANE IRENE
2011	EM	3329	Hurricane	HURRICANE IRENE
2012	EM	3359	Hurricane	HURRICANE SANDY
2016	EM	4283	Hurricane	HURRICANE MATTHEW

F. Hazard Analysis Summary

HAZARD	FREQUENCY	IMPACT	EXPECTED EFFECTS	WARNING
Biological/Disease	Possible	Limited	Health, travel restrictions, reduced workforce	No Warning
Civil Unrest	Possible	Limited	Property damage, personal injury, loss of life	24 Hour
Dam Failure	Possible	Limited	Property damage, water disruption, loss of life	No Warning
Drought	Possible	Limited	Water shortages, civil unrest	Long-Term
Earthquakes	Unlikely	Negligible	Property damage	No Warning
Extreme Heat/Cold	Likely	Limited	Water shortage, power outages, loss of life	24 Hrs
Fire/Explosion	Likely	Limited	Property damage, personal injury	No Warning
Flood/Flash Flood	Highly Likely	Critical	Property damage, power outages, loss of life	No Warning
Hurricanes/Storms	Highly Likely	Catastrophic	Property damage, power outages, loss of life	24-72 Hrs
Rad/HazMat	Likely	Limited	Air/ground/water contamination, public safety	No Warning
Svr Thunderstorms	Highly Likely	Critical	Property damage, power outages	24 Hrs
Special Events	Likely	Limited	Disruption of traffic, public safety	24 Hour
Terrorism	Likely	Critical	Public safety, property damage, power outages, water contamination, loss of life	No warning
Tornadoes/Winds	Likely	Limited	Property damage, power outages, loss of life	No Warning
Transportation	Likely	Limited	Property damage, loss of life	No Warning
Winter Weather	Likely	Critical	Power outages, travel restrictions	24-48 Hrs

The identification and evaluation of threats is an ongoing process. There are periods when some threats are higher than others and new threats emerge. Since the last update to this plan, for example, there has been the addition of new chemical threats from rail shipments of Bakken crude oil through the northern part of the city, increasing cyber-attacks, and emerging diseases as well as evolving threats from both coordinated and single acts of terrorism which have an impact on response planning.

G. Capabilities Summary:

Newport News has a number of specialized capabilities which may be beneficial in response to a major incident or disaster. The following are just illustrative with additional details found in the CEMF as part of the Threat and Hazard Identification and Risk Assessment (THIRA):

Mobile Command Vehicle	Volunteer management system	CERT
Regional HazMat Team	Medical Reserve Corp	Debris Management
Marine Incident Response	Citizen alerting systems	ARES/RACES
Technical Rescue/USAR	Extensive traffic camera system	Bomb Squad
High water monitoring	Generators for all critical	SWAT

sensors	city facilities	
3 hospital emergency rooms	Accredited Trauma Center	Medical shelter supplies
NWS Storm Ready designation	Warning sensors on reservoirs	EOC & 911 Backup sites

Several departments have achieved accreditations in their respective areas including Fire, Police, Public Works, and 911. In addition, the Fire Department has achieved a Class 1 Public Protection Classification. The City also participates in the National Flood Insurance Program (NFIP).

VI. Planning Assumptions

- A. The City of Newport News must continue to function under all threat, emergency and disaster conditions. Continuity of government/continuity of operations plans must be developed in accordance with this Plan and the National Response Framework.
- B. Incidents are typically managed at the local government level. Local jurisdictions should not plan on the arrival of State response assets until approximately 24 hours after the incident while Federal response assets may not arrive for 72 hours or more.
- C. While citizens expect government to aid and assist them during disasters, personal preparedness and self-help are paramount.
- D. Government must be prepared to assist those who are most vulnerable to the threatening situation such as the elderly, very young, those with access and functional needs, as well as those who need assistance caring for themselves.
- E. An emergency or disaster can occur at any time and any location. It may create significant degrees of human suffering, property damage and economic hardship to individuals, governments, the environment and the business community.
- F. Information sharing occurs across multiple levels of government, the response community and the private sector.
- G. Citizens expect government to keep them informed and to provide guidance and assistance in the threat of or an actual emergency or disaster. Furthermore, they can be expected to make sound personal decisions when presented with information in a clear and concise manner.
- H. The premise of the National Response Framework, the State EOP and the Newport News EOP is that all levels of government share responsibility for working together in preventing, preparing for, responding to and recovering from the effects of an emergency or disaster event.

- I. Stakeholder organizations will respond to an incident to the extent of available resources. Once these resources have been exhausted, mutual aid will be requested. If these efforts are determined to be insufficient, requests will be made from the local to state and state to federal government.
- J. With the increased possibility of terrorism and employment of weapons of mass destruction, any biological or technological incident must be approached as if it could be an act of terrorism.
- K. Modern technological systems and controls may become inoperable as a result of an event and even fall under the control of cyber-terrorists either causing and/or complicating the response to an event.
- L. The National Incident Management System (NIMS) will be utilized in the implementation of this plan. Specifically, the Incident Command System (ICS) will be utilized for all levels of response to control operations at the site of an incident of significance, emergency or disaster through a standard command and control system that unifies rapid and effective interagency response within the perimeter of the incident.
- M. Private and volunteer organizations will provide immediate life-sustaining relief which is not normally available from government resources to individuals and families. Local and/or state governmental agencies will assist these organizations by providing information, guidance and coordination of their relief efforts.

VII. Potential Disaster Impacts

- A. Disasters can trigger many problems to our society directly or indirectly. The direct effects, such as structural damages, are obvious. Others may be less obvious or may result from cascading effects such as the loss of potable water due to pump failures caused by broken power lines. Long term economic disruptions have the potential to last for months or even years after a disaster. The following list depicts some examples of these types of impacts.
1. Structural Damages/Loss
 - a. Housing
 - b. Businesses
 - c. Manufacturing
 2. Health
 - a. Injuries/Disease
 - b. Overloaded Medical Facilities
 - c. Fatalities
 - d. Mental Health/Moral (individual and community)
 3. Economic
 - a. Loss of Jobs (temporary or permanent)
 - b. Loss of Individual Income
 - c. Loss of Business Income
 - d. Loss of Tax Revenue
 - e. Lower Bond Ratings
 - f. Higher Individual and Business Insurance Rates
 4. Damaged Reputation
 - a. Residents Leave
 - b. Businesses Leave
 - c. New Businesses Don't Come
 - d. New Residents Don't Come

5. Utilities/Fuels
 - a. Electricity
 - b. Gas (Natural/LPG)
 - c. Water/Sewerage
 - d. Telephone (hardline/cellular)
 - e. Data Networks (internet/cable)
 - f. Fuels (gasoline, diesel, kerosene, etc.)
6. Transportation
 - a. Roadways (damaged/loss of use)
 - b. Rail (passenger and freight)
 - c. Air
 - d. Water/Sewerage
7. Cultural/Historical
 - a. Damages/loss of cultural/historical locations/communities
 - b. Displaced residents/loss of neighborhood character
8. Environmental
 - a. Loss of Trees
 - b. Landscape Change (landslides, erosion, etc.)
 - c. Chemicals/Hazardous Substance Contamination
 - d. Changes to Habitat
 - e. Debris Disposal

VIII. Incident Management

A. Priorities

The following are examples of incident management priorities and are listed as guiding principles only. Field supervisors/personnel are to employ discretion based on actual threats and available resources at any specific time.

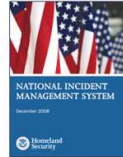
1. Save Lives
2. Treat the injured
3. Warn the public to avoid further casualties
4. Shelter persons-in-place from the effects of the incident
5. Evacuate people from the effects of the incident
6. Shelter and care for those evacuated
7. Save Animals
 - a. Domestic pets
 - b. Livestock
8. Protect Property
 - a. Save property from harm/destruction
 - b. Take action to prevent further harm/loss
 - c. Provide security for property, especially in evacuated areas
9. Protect the Environment
 - a. Confine hazardous chemical releases to the smallest possible area
 - b. Prevent runoff from entering streams, ponds, lakes, rivers or sewers

- c. Contain the chemical release
- 10. Provide accurate and timely public messaging to keep citizens informed
- 11. Stabilize the Economy
- 12. Ensure access to businesses (such as debris clearance and road repair)
- 13. Restore essential services/utilities
- 14. Take action to prevent price gouging in the sale of essential goods, services and contracts
- 15. Establish temporary housing and transportation for employees
- 16. Restore the Community
- 17. Ensure stable utility/transportation infrastructure
- 18. Ensure access to workforce (available for work, proximity to housing, grocery stores, pharmacies and other businesses)
- 19. Ensure adequate support institutions operational (like schools, day cares, houses of worship, parks, medical care) to support workforce and families
- 20. Restore beautification programs and promote the welfare of the community

B. Management System

In compliance with Presidential Directive /HSPD-5 and the Commonwealth of Virginia Emergency Operations Plan (COVEOP), the National Incident Management System (NIMS) was adopted by the Newport News City Council by resolution 10927-05 on July 12, 2005.

National Incident Management System



- **What?** . . . NIMS provides a consistent nationwide template . . .
- **Who?** . . . to enable Federal, State, tribal, and local governments, the private sector, and nongovernmental organizations to work together . . .
- **How?** . . . to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents regardless of cause, size, location, or complexity . . .
- **Why?** . . . in order to reduce the loss of life and property, and harm to the environment.

NIMS Components



What Is ICS?

The Incident Command System:

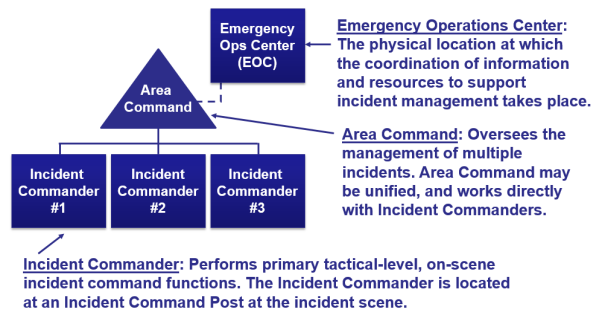
- Is a standardized, on-scene, all-hazards incident management concept.
- Allows its users to adopt an integrated organizational structure to match the complexities and demands of single or multiple incidents without being hindered by jurisdictional boundaries.

C. Large Scale or Complex Incidents

C. Large Scale or Complex Incidents

In the event of large scale and/or multiple incidents requiring support, a multi-agency coordination system (MAC) may be activated based upon the needs of the incident at the NN Emergency Operations Center (EOC) or other suitable location. As the title implies, this MAC will serve as the conduit for resource requests, information and will provide policy guidance to the field incident commander(s) as needed.

Key Terms



D. Role of the Emergency Operations Center

1. The personnel assigned to the EOC are expected to have decision-making authority to negotiate and coordinate their respective organization's response and recovery activities with the other organizations in order to accomplish common goals and objectives. Having key personnel co-located in the EOC for the duration of the emergency expedites decisions and promotes face-to-face coordination. Redundant systems are available within the EOC to provide communications between the EOC representatives and their respective field personnel and departmental staff, as well as higher levels of government.
2. Staffing in the EOC will vary depending on the dynamic needs presented by the disaster agent. Some functions such as evacuation or sheltering may be needed immediately and others such as damage assessment may not come into play until later.
3. The EOC functions as a team with the purpose of providing support to personnel that directly involved in tactical operations,

Additional details on Newport News' implementation of NIMS/ICS are found in the CEMF and the Emergency Management Functional Plan.

gathering information to develop strategic decisions that determine the overall direction for operations, collecting data to support documentation for any reports, claims, or requests for information, serving as a clearing point for public information, and preserving records of activities during the activation.

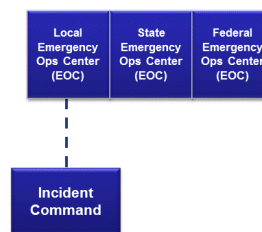
4. Most incidents that occur in the City of Newport News are handled by field incident command and there is no need for the EOC to be activated. There are other incidents where an EOC activation is appropriate, for the purpose of support in the form of Multi-Agency Coordination (MACs), policy and/or Area Command in the event of multiple incidents. Significant events will likely require both field incident command and EOC activation.

5. The EOC is equipped with a variety of

Multiagency Support and Coordination

Provide support and coordination to incident command by:

- Making policy decisions.
- Establishing priorities.
- Resolving critical resource issues.
- Facilitating logistics support and resource tracking.
- Collecting, analyzing, and disseminating information.



communications tools to maintain contact with the incident commander(s), departmental operations centers (DOC) as well as the State and others. These tools include:

NN WebEOC	VDEM WebEOC	WEA (Wireless Emergency Alerts)
IPAWS (Intergrated Public Alert and Warning System)	NNAAlert	Regional and State Radio Networks
StormSense (Stream/Flood Gauges)	NN Traffic Engineering Flood Alarms	VEMS, NOAA and USGS Gauges
VDOT Traffic Cameras	NN Traffic Engineering Traffic Cameras	NN Security Cameras
GIS (mapping)	Hurrevac HVX	SLOSH
Dominion Energy Municipal Portal	DEM SharePoint	Fiber and Cable Internet Providers
Alternate EOCs	Departmental Operation Centers	CERT (Volunteers)
ARES/RACES	City's 800 MHz Network	

Details of EOC Management are found in the Emergency Management functional plan.

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IX. Concept of Operations

A. General

IX. Concept of Operations

A. General

1. This EOP and the associated functional plans, incident plans and other technical supporting documents provide the overall framework for responding to major incidents and disasters in the City of Newport News. All Departmental plans and supporting documents should support the concepts in this framework to ensure a consistent and coordinated response.
2. All or portions of this plan may be implemented upon the request of an incident commander, a departmental director, or representative to the DEM director or designee. If not already implemented, it will be when a local state of emergency is declared.
3. If an incident is of such magnitude that significant coordination and/or resource support is required, then the EOC will be activated to the level needed to support the on-scene incident commander(s).
4. The decision to activate the EOC is made by the Newport News Emergency Management Director, Emergency Management Coordinator or by the Deputy Coordinator of Emergency Management, or their designees. Activation is based on an analysis of a widespread emergency or disaster that has or may impact all or part of the City of Newport News and/or to provide support to neighboring jurisdictions under a mutual aid request. Officials who may request the activation of the EOC include any incident commander, authorized city department representative or state agency.
5. The EOC will contact the Virginia Department of Criminal Justice Services and the Criminal Injury Compensation Fund to deploy if the event involves victims of crime as defined in § 19.2-11.01 as

pursuant to §44.146.19E.

6. Utilizing the whole community approach, partner organizations work closely with the Newport News emergency management program and are kept informed of activities affecting their organizations. In addition, they also provide mutual assistance as appropriate.
7. The Virginia Fusion Center provides a system for state and federal agencies working in conjunction with local partners to share resources, expertise, and/or information to better identify, detect, prevent, and respond to terrorist and criminal activity utilizing an all crimes/all hazards approach. The EOC, particularly the NNPD will coordinate and share incident and threat information with the Fusion Center regarding any actual or potential criminal or terrorist activities. Additional information on the coordination process is found in the Emergency Management and Law Enforcement and Security functional plans.
8. In accordance with section IV of the Newport News EOP, Annex A, *Severe Weather Plan*, the division of emergency management is responsible to monitor potentially hazardous weather conditions and to keep EOC staff and key city personnel informed of potential danger or negative impacts from severe weather.

B. Declaration of a Local Emergency

B. Declaration of a Local Emergency

1. When the threat or actual occurrence of an emergency or disaster is or threatens to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss, hardship or suffering threatened or caused thereby, a locality may declare a local emergency to exist.
2. A local emergency may be declared by the local director of emergency management (city manager) with the consent of the governing body of the political subdivision. In the event the governing body cannot convene due to the disaster or other exigent circumstances, the

director, or in his/her absence, the emergency management coordinator, or in the absence of both the director and coordinator, any member of the city council may declare the existence of a local emergency, subject to confirmation by the city council at its next regularly scheduled meeting or at a special meeting within 45 days of the declaration, whichever occurs first. The city council, when in its judgment all emergency actions have been taken, shall take appropriate action to end the declared emergency. The declaration of local emergency must be in accordance with Section 44-146.21, Chapter 3.2, and Code of Virginia. (<https://vacode.org/44-146.21/>)

3. Preceding the declaration of a local emergency, the emergency management coordinator will immediately advise VDEM of the declaration, coordinate with the city attorney in the development of the official declaration, and a copy will be sent to VDEM in the most expeditious means.

C. Potential Impediments to Rapid Response and Recovery

C. Potential Impediments to Rapid Response and Recovery

1. Every disaster is different but there are a number of problems which may arise which could adversely impact the response and recovery. The following is by no means all inclusive but if these are addressed early and effectively the response and recovery activities will go much more smoothly.
 - a. Roadway Access
 - b. Debris/Refuge Removal
 - c. Utility Restoration
 - d. Unsolicited Donations (receive, sort, store, distribute, close-out)
 - e. Protracted Recovery Planning Process
 - f. Unclear Understanding of Codes/Zoning Requirements for Repair/Reconstruction
 - g. Lengthy/Complicated Permitting and Inspections
 - h. Legal, Social and/or Political Delays
 - i. Delayed Insurance Settlements

- j. Uncoordinated Volunteer Management (over response or areas underserved)
- k. Extensive Damage to Key Infrastructure (requiring special design, parts/materials, labor)
- l. Loss of Community Services (grocers, fuel, pharmacies, housing, etc.)
- m. Workforce Shortages
- n. Protracted Business Recovery
- o. Inefficient Use of Available Resources (public, private and non-profit sources)
- p. Community Outlook and Conviction (Is it worth it? “back like it was” or “make it better”)

D. Resource Management and Finance

D. Resource Management and Finance

1. Resource management priorities are to utilize departmental assets first, followed by support from contractors or other city departmental assets, then by existing mutual aid agreements, and finally by request to the state. The only exception is when requesting assistance from the state from a peer agency such as law enforcement, transportation, etc.
2. The City of Newport News has emergency purchasing policies and procedures to support emergency response activities. The purchasing office and the finance department have personnel assigned as members of the EOC staff. Additional information regarding emergency procurement is found in the city’s purchasing regulations and in the logistics and resource management functional plan.
3. Requests, beyond those commonly performed as mentioned above, are to be routed to the EM director or designee for a formal request. That request will typically flow from the EOC, through the state EOC to the appropriate state agency. If the state cannot provide the necessary resource, they will make a request assistance through the emergency management

assistance compact (EMAC), and ultimately for federal assistance through FEMA when other agencies cannot supply the requested resources.

4. While military base commanders have certain authority to provide limited assistance in local emergencies, formal requests and notifications must be made to the state EOC and up through FEMA to ensure the assets are properly approved, tracked and funded.
5. In some cases, local jurisdictions may be required to reimburse for state and/or federal resources including use of the National Guard. It is imperative that resource requests properly identify all costs to the city and be approved for the expenditure of funds.
6. All costs related to the use of resources in support of a major incident are to be tracked for accounting purposes. This is necessary for supplemental funding requests and/or requests for reimbursement from responsible parties, insurance claims and/or state/federal assistance.
7. All response costs must be borne first by the city. Federal disaster assistance administered by FEMA are reimbursement based, with the exception of a few grant programs specifically for pre-approved mitigation and reconstruction projects.
8. Mutual aid agreements are in place between many city departments and peer departments in neighboring jurisdictions. These agreements contain provisions regarding how, when and costs related to implementation. These terms and conditions must be reviewed periodically and taken into consideration before implementation. In addition, the statewide mutual aid program, administered through VDEM, can be utilized as part of a request for State assistance. The City of Newport News participates in this system and may be called upon to provide assistance to other jurisdictions. For details: <http://www.vaemergency.gov/em-community/em-resources/sma>

E. Continuity of Operations (COOP)

E. Continuity of Operations (COOP)

1. Incidents of significance can interrupt, paralyze or destroy the ability of local and state government to carry out their executive, legislative and judicial functions. Therefore, it is important that each level of government build the capability to preserve, maintain and reconstitute its ability to function under the threat, or actual occurrence of, any major or catastrophic disaster that could disrupt governmental operations and services.
2. In order to be able to maintain critical services the departments should develop plans to ensure continuity of operations. These plans, referred to as continuity of operations plans (COOP) or business continuity plans (BCPs) provide a methodology for the department to identify vulnerabilities, capabilities, critical personnel/services/assets and identify strategies to respond to incidents in which they are essentially "victims" themselves.

Lines of succession for key department heads are found in The Succession of Authority Appendix.

F. Recovery

F. Recovery

*The following is illustrative of the transition between response and recovery activities.
Additional details will be developed in a post-disaster Recovery Plan*

1. Recovery activities overlap response activities but if one were to try to differentiate them it would likely be at the point when the incident becomes stable and all of the search and rescue activities were completed. Short term recovery deals with meeting the immediate needs of those affected while long term recovery would include the full restoration of the community. Long term recovery can take years to complete.
2. Short term recovery activities involve meeting the potential post disaster needs such as:
 - a. Food/Water
 - b. Food Storage/Cooking
 - c. Fuel (vehicle/heat/etc.)
 - d. Medicines/Supplies/Equipment
 - e. Healthcare Services
 - f. Mental Health/Support
 - g. Childcare
 - h. Household Items (non-food items)
 - i. Shelter
 - j. Furnishings
 - k. Access to Funds (cash/credit)
 - l. Legal/Claims Assistance
 - m. Electricity (for food storage/preparation, HVAC, medical equipment, communications, etc.)
 - n. Additional Security Support
 - o. Assistance with Cleanup/Debris Removal
 - p. Temporary/Permanent Repairs (workers and materials)
 - q. Transportation
3. Longer term recovery involves actions and implementation of programs needed to help individuals and communities return to normal. Recovery programs are designed to assist victims and

their families, restore institutions to sustain economic growth and confidence, rebuild destroyed property and reconstitute government operations and services. Recovery actions often extend long after the incident itself. Recovery programs include mitigation components designed to avoid damage from future incidents. Typical recovery actions may include:

- a. Repair and replacement of damaged public facilities (roads, bridges, dams/reservoirs, municipal buildings, schools, hospitals, qualified non-profits);
- b. Permanent housing and other assistance for disaster victims;
- c. Low-interest loans to help individuals and businesses with long-term rebuilding and mitigation measures;
- d. Restoration of public services (electric and gas services, water, sewer, telephone);
- e. Continued crisis counseling and mental health;
- f. Disaster unemployment;
- g. Long-term economic stabilization, community recovery and mitigation.

X. Organization and Assignment of Responsibilities

X. Organization and Assignment of Responsibilities

- A. The following illustrates the primary and support responsibilities assigned to each emergency function. It generally does not include state, federal, and other private and/or non-profit organizations which may have a role in a specific incident.

During an emergency, the primary and support organizations will not typically be assembled as a group. The primary department is responsible for the activation of their respective plans and serving as a conduit for information

B. Functional Assignments

1. Agriculture, Natural and Cultural Resources

- a. Primary Agency – Parks, Recreation & Tourism
- b. Supporting Agencies
 - i. Codes Compliance/Zoning
 - ii. Peninsula Health Department
 - iii. Planning Department
- c. Coordinating Agencies
 - i. Local Veterinarians
 - ii. Local Cultural Organizations
- d. Responsible for protection of agricultural, natural and cultural resources. Responsibilities include:
 - i. Coordinate any food safety issues with Peninsula Health
 - ii. Coordinate preservation of historic properties and cultural resources
 - iii. Animal Peninsula Health (animal disease outbreaks)
 - iv. Coordinate USDA emergency food with Mass Care & Human Services
 - v. Coordinates with VA ESF 11

2. Communications & Warning (Infrastructure and Services)

- a. Primary Agency – Information Technology
 - b. Supporting Agencies
 - i. Emergency Communications Center (911)
 - ii. 311 Communications Center
 - iii. Amateur Radio (ARES/RACES)
 - c. Coordinating Agencies -
 - i. Communications Service Providers
 - d. Responsible for coordinating actions to assure provision of required communications and telecommunication systems to support disaster personnel. Communication support includes:
 - i. Maintenance and operation of the city's radio network and dispatching services
 - ii. Maintenance and restoration of essential communication infrastructure for internet and phone services
 - iii. Communications interoperability among response units
 - iv. Primary and back-up communications systems
 - v. Communications to and from EOC
 - vi. Establish and manage amateur radio capabilities
 - vii. Coordinates with the Energy Support Function and VA ESF 2
3. Emergency Management
- a. Primary Agency – Emergency Management
 - b. Supporting Agencies
 - i. City Manager's Office
 - ii. City Attorney
 - iii. Department Heads or designees
 - c. Coordinating Agencies
 - i. Virginia Department of Emergency Management
 - ii. Newport News Fire Department
 - iii. Newport News Police Department
 - iv. Joint Base Langley/Eustis
 - v. Yorktown Naval Weapons Stations
 - vi. Regional emergency management offices
 - c. Responsible for overall direction and control of major emergencies and disasters including policy, resource and

other assistance to on-scene Incident Commanders and support operations.

- i. Provide policy and executive support to field operations
- ii. Perform the Area Command and MACS NIMS functions as required from the EOC
- iii. Provide situational awareness including forecasts, situational reports, damage assessment, etc.
- iv. In coordination with Incident Commander(s), direct public protective actions including sheltering in place and/or evacuations.
- v. Provide direction for the release of emergency public information
- vi. Prepare declarations of emergency and other directives
- vii. Coordinates with VA ESF 5

4. Emergency Public Information

- a. Primary Agency– Department of Communications
- b. Supporting Agencies –
 - i. Newport News Television (NNTV)
 - ii. Information Technology
 - iii. Emergency Management
- c. Responsible to coordinate the continuous flow of and disseminate timely information and instructions to the public using all available methods of communication before, during and after an incident.
 - i. Coordinate with news media services
 - ii. Manages flow of official information via social media outlets and the City's website
 - iii. Disseminate information via NNTV
 - iv. Conducts rumor control activities
 - v. Produces and distributes EPI via flyers, brochures, etc. as needed
 - vi. Liaises with dignitaries, community representatives and official inquires
 - vii. Coordinates with VA ESF 15

5. Energy

- a. Primary Agency - Public Works
- b. Supporting Agencies -

- i. Dominion Energy
 - ii. Virginia Natural Gas
 - iii. Colonial Pipeline
 - iv. Vehicle Services
 - c. Coordinating Agencies -
 - i. Compressed gas suppliers
 - ii. Commercial fuel suppliers
 - d. Responsible for coordination with energy providers to ensure access to products and services.
 - i. Liaison between the City and providers as to system/supply assessments, access, repair and restoration
 - ii. Energy forecasting
 - iii. Fuel supply chain monitoring, access and distribution
 - iv. Liaison with VA ESF 12
- 6. Fire Services
 - a. Primary Agency– Fire Department
 - b. Supporting Agencies –
 - i. Fort Eustis
 - ii. Newport News Shipbuilding
 - iii. Newport News-Williamsburg International Airport
 - iv. Regional Mutual Aid Agreements
 - v. Statewide Mutual Aid
 - c. Provide fire prevention and suppression, and coordinate firefighting activities.
 - i. Liaison with VA ESF 4
 - ii. Provide technical special teams for hazardous materials, bomb and explosive situations, technical rescue, radiological, and water rescue.
 - iii. Provide fire safety training
- 7. Hazardous Materials
 - a. Primary Agency– Fire Department
 - b. Supporting Agencies –
 - i. Div. of Emergency Management
 - ii. Peninsula Health
 - iii. Public Works
 - iv. VA Department of Emergency Management (VDEM)
 - c. Provide response capabilities to mitigate threats and provide for public protection to the actual or threatened

release of hazardous substances including explosive devices and radiological materials. Responsibilities include:

- i. Develop and maintain emergency response capabilities based on local threats
- ii. Participate in the PLEPC and related EPA initiatives
- iii. Coordinate with other public safety departments/divisions regarding threat, training and response protocols
- iv. Liaison with VA ESF 10

8. Infrastructure

- a. Primary Agency – Public Works
- b. Supporting Agencies –
 - i. Engineering
 - ii. Vehicle Services
 - iii. Parks and Recreation
 - iv. Waterworks
- c. Coordinating Agencies –
 - i. Dominion Energy
 - ii. Information Technology Asset Management
- d. Responsible for protection and restoration of the city's infrastructure and utility services. Responsibilities include:
 - i. Emergency roadway clearance
 - ii. Infrastructure protection and emergency restoration
 - iii. Emergency assistance and support for first responders with construction equipment
 - iv. Peninsula water system
 - v. Electrical distribution system
 - vi. Storm and waste water management
 - vii. Debris and solid waste management
 - viii. Building services and security
 - ix. City asset management
 - x. Engineering services
 - xi. Transportation infrastructure
 - xii. Environmental management
 - xiii. Coordinate with Transportation Function regarding the overall transportation infrastructure matters
 - xiv. Coordinate with Communications, Energy and Transportation Support Functions and VA ESF 1, 3 and 12

9. Law Enforcement and Security

- a. Primary Agency – Police Department
- b. Supporting Agencies –
 - i. Fire Marshall – Fire Department
 - ii. Parks, Recreation & Tourism
 - iii. Security Division
 - iv. Sheriff's Department
 - v. Newport News Security Services
- c. Responsible for maintaining public peace, enforcing laws of the jurisdiction, and providing public security functions. Responsibilities include:
 - i. Law enforcement activities
 - ii. Operational and personnel security
 - iii. Controlling ingress and egress to disaster scene(s)
 - iv. Liaison between response operations and criminal investigation activities
 - v. Coordination with State and Federal law enforcement agencies
 - vi. Liaison with VA ESF 13

10. Logistics and Resource Management

- a. Primary Agency – Purchasing
- b. Supporting Agencies –
 - i. Budget Office
 - ii. Division of Emergency Management/Community Emergency Response Teams (CERT)
 - iii. All Departments
- c. Coordinating Agencies –
 - i. VDEM
 - ii. Operation Blessing International (OBI)
 - iii. Volunteer and non-profit organizations (VOAD and NGOs)
- d. Ensure adequate resource support to ensure timely response and initial recovery activities. Responsibilities include:
 - i. Expedited response to resource requests
 - ii. Ensuring proper tracking of requests and expenditures
 - iii. Coordination with departmental procurement and warehousing personnel

- iv. Coordinate needs assessments, services being provided, volunteers and donations management
- v. Manage commodities distribution (PODS)
- vi. Coordinate mutual aid and military assistance
- vii. Ensure timely demobilization of rented, borrowed or mutual aid resources
- viii. Coordinate with VA ESF 7 and ESF 16 and ESF 17

11. Mass Care

- a. Primary Agency – Human Services
- b. Supporting Agencies –
 - i. American Red Cross
 - ii. Community Services Board
 - iii. Emergency Management
 - iv. Peninsula Health
 - v. VOAD-(Vol Orgs Active in Disasters) and other non-profit orgs
- b. Coordinating Agencies -
 - i. Division of Emergency Management
 - ii. CERT
 - iii. Public Works
 - iv. Sheriff's Office
 - v. Newport News Public Schools
- c. Coordinate all aspects of mass care including:
 - i. Establish and participate in the operation of Evacuation Assembly Centers (EAC) in the event of an evacuation due to an actual or threatened release of nuclear materials
 - ii. Establish and participate in the operation of Family Assistance Center (FAC)
 - iii. Establish and participate in the operation of Refuges of Last Resort (ROLR) for evacuees who cannot reach safety due to an approaching weather event
 - iv. Establish and operate emergency shelters.
 - v. Coordination with short term housing assistance
 - vi. Coordinate with Logistics and Resources Management regarding needs assessments, commodities distribution as well as donations and volunteer activities.

- vii. Support the administration of state and federal individual assistance programs for disaster victims
- viii. Coordinate with assistance programs offered by VOAD and other non-profit organizations
- ix. Coordinate the VA ESF 6

12. Public Health and Medical Services

- a. Primary Agency – Virginia Department of Health
- b. Supporting Agencies –
 - i. Fire (EMS)
 - ii. Bon Secours Mary Immaculate Hospital
 - iii. Riverside Regional Medical Center
 - iv. Sentara Port Warwick
- c. Coordinating Agencies –
 - i. Local peninsula healthcare providers
 - ii. Regional healthcare system
- d. Planning and response for this function is the responsibility of the State in partnership with local Peninsula Health care providers. Responsibilities include:
 - i. Surveillance and control of communicable diseases and threats to public Peninsula Health
 - ii. Coordination of Peninsula Health care providers
 - iii. Receipt and distribution of emergency medical supplies such as the Strategic National Stockpile (SNS), vaccines, Vendor Managed Inventory, etc.
 - iv. Monitoring & regulation of food establishments
 - v. Provide for vector and rodent control
 - vi. Provide technical guidance on matters affecting the public's Peninsula Health and medical protocols.
 - vii. Triage and treatment of victims on- scene
 - viii. Transport of injured victims
 - ix. Emergent, Intermediate, and Intensive care to include surgical procedures
 - x. Medical system overload/surge capacity
 - xi. Critical Incident Stress Management (CISM) for emergency workers and disaster victims
 - xii. Coordination with Fatality Management
 - xiii. Coordinate with VA ESF 8

12. Public Works and Engineering

- a. Primary Agencies –
 - i. Public Works
 - ii. Engineering
- b. Supporting Agencies –
 - i. Parks and Recreation
 - ii. Waterworks
- c. Responsible for providing technical advice and evaluations, engineering systems, construction management and inspection, and opening / maintaining roadways.
Responsibilities include:
 - i. Emergency roadway clearance
 - ii. Infrastructure protection and emergency restoration
 - iii. Emergency assistance and support for first responders with construction equipment
 - iv. Peninsula water system
 - v. Storm and waste water management
 - vi. Debris and solid waste management
 - vii. Building services and security
 - viii. City asset management
 - ix. Engineering services
 - x. Codes and permitting
 - xi. Transportation infrastructure)
 - xii. Environmental management
 - xiii. Coordinate with Transportation Function regarding the overall transportation infrastructure matters
 - xiv. Coordinate with VA ESF 3

13. Search and Rescue

- a. Primary Agencies
 - i. Police
 - ii. Fire
- b. Supporting Agencies
 - i. Division of emergency management
 - ii. Parks and recreation
 - iii. Sheriff's office
- c. Coordinating agencies
 - i. VDEM
 - ii. Regional search and rescue assets
- d. Responsible for locating and rescuing lost, missing, trapped and/or unaccounted for persons. Responsibilities include:

- i. Utilization for tracking and investigation reports of persons who may have become lost, missing or unaccounted for related to an emergency or disaster
- ii. Deploy specialized search teams and tactics to find the individual(s)
- iii. Deploy specialized rescue resources
- iv. Develop a network of external resources with applicable skills/equipment and integrate them in SAR operations as applicable
- v. Coordinate with VA ESF 9

14. Transportation (Infrastructure and Services)

- a. Primary Agency – Engineering
- b. Support Agencies –
 - i. Airport
 - ii. Public Works
 - iii. Schools
 - iv. Vehicle and Equipment Services
- c. Coordinating Agencies –
 - i. Amtrak/CSX
 - ii. Port Authority
- d. Responsible for maintaining infrastructure, delivery of services and coordinating transportation support. Tasks include:
 - i. Provide status of systems and infrastructures
 - ii. Maintain/restore systems and infrastructure
 - iii. Assist with movement of people and resources
 - iv. Prioritize transportation routes for movement of people and materials
 - v. Traffic restrictions and transportation safety
 - vi. Traffic Flow
 - vii. Coordinate with VA ESF 1

A. Functional Responsibilities

1. Agriculture, Natural and Cultural Resources
 - e. Primary Agency – Parks, Recreation & Tourism
 - f. Supporting Agencies
 - iv. Codes Compliance/Zoning
 - v. Peninsula Health Department
 - vi. Planning Department
 - g. Coordinating Agencies
 - iii. Local Veterinarians
 - iv. Local Cultural Organizations
 - h. Responsible for protection of agricultural, natural and cultural resources. Responsibilities include:
 - vi. Coordinate any food safety issues with Peninsula Health
 - vii. Coordinate preservation of historic properties and cultural resources
 - viii. Animal Peninsula Health (animal disease outbreaks)
 - ix. Coordinate USDA emergency food with Mass Care & Human Services
 - x. Coordinates with VA ESF 11
2. Communications & Warning (Infrastructure and Services)
 - e. Primary Agency – Information Technology
 - f. Supporting Agencies
 - iv. Emergency Communications Center (911)
 - v. 311 Communications Center
 - vi. Amateur Radio (ARES/RACES)
 - g. Coordinating Agencies -
 - ii. Communications Service Providers
 - h. Responsible for coordinating actions to assure provision of required communications and telecommunication systems to support disaster personnel. Communication support includes:
 - viii. Maintenance and operation of the city's radio network and dispatching services

- ix. Maintenance and restoration of essential communication infrastructure for internet and phone services
- x. Communications interoperability among response units
- xi. Primary and back-up communications systems
- xii. Communications to and from EOC
- xiii. Establish and manage amateur radio capabilities
- xiv. Coordinates with the Energy Support Function and VA ESF 2

3. Emergency Management

- a. Primary Agency – Emergency Management
- b. Supporting Agencies
 - iv. City Manager’s Office
 - v. City Attorney
 - vi. Department Heads or designees
- c. Coordinating Agencies
 - vii. Virginia Department of Emergency Management
 - viii. Newport News Fire Department
 - ix. Newport News Police Department
 - x. Joint Base Langley/Eustis
 - xi. Yorktown Naval Weapons Stations
 - xii. Regional emergency management offices
- c. Responsible for overall direction and control of major emergencies and disasters including policy, resource and other assistance to on-scene Incident Commanders and support operations.
 - viii. Provide policy and executive support to field operations
 - ix. Perform the Area Command and MACS NIMS functions as required from the EOC
 - x. Provide situational awareness including forecasts, situational reports, damage assessment, etc.
 - xi. In coordination with Incident Commander(s), direct public protective actions including sheltering in place and/or evacuations.
 - xii. Provide direction for the release of emergency public information
 - xiii. Prepare declarations of emergency and other directives

xiv. Coordinates with VA ESF 5

4. Emergency Public Information

- a. Primary Agency– Department of Communications
- b. Supporting Agencies –
 - iv. Newport News Television (NNTV)
 - v. Information Technology
 - vi. Emergency Management
- c. Responsible to coordinate the continuous flow of and disseminate timely information and instructions to the public using all available methods of communication before, during and after an incident.
 - viii. Coordinate with news media services
 - ix. Manages flow of official information via social media outlets and the City’s website
 - x. Disseminate information via NNTV
 - xi. Conducts rumor control activities
 - xii. Produces and distributes EPI via flyers, brochures, etc. as needed
 - xiii. Liaises with dignitaries, community representatives and official inquires
 - xiv. Coordinates with VA ESF 15

5. Energy

- a. Primary Agency - Public Works
- b. Supporting Agencies -
 - v. Dominion Energy
 - vi. Virginia Natural Gas
 - vii. Colonial Pipeline
 - viii. Vehicle Services
- c. Coordinating Agencies -
 - iii. Compressed gas suppliers
 - iv. Commercial fuel suppliers
- d. Responsible for coordination with energy providers to ensure access to products and services.
 - v. Liaison between the City and providers as to system/supply assessments, access, repair and restoration
 - vi. Energy forecasting
 - vii. Fuel supply chain monitoring, access and distribution
 - viii. Liaison with VA ESF 12

6. Fire Services
 - a. Primary Agency– Fire Department
 - b. Supporting Agencies –
 - vi. Fort Eustis
 - vii. Newport News Shipbuilding
 - viii. Newport News-Williamsburg International Airport
 - ix. Regional Mutual Aid Agreements
 - x. Statewide Mutual Aid
 - c. Provide fire prevention and suppression, and coordinate firefighting activities.
 - iv. Liaison with VA ESF 4
 - v. Provide technical special teams for hazardous materials, bomb and explosive situations, technical rescue, radiological, and water rescue.
 - vi. Provide fire safety training
7. Hazardous Materials
 - a. Primary Agency– Fire Department
 - b. Supporting Agencies –
 - v. Div. of Emergency Management
 - vi. Peninsula Health
 - vii. Public Works
 - viii. VA Department of Emergency Management (VDEM)
 - c. Provide response capabilities to mitigate threats and provide for public protection to the actual or threatened release of hazardous substances including explosive devices and radiological materials. Responsibilities include:
 - v. Develop and maintain emergency response capabilities based on local threats
 - vi. Participate in the PLEPC and related EPA initiatives
 - vii. Coordinate with other public safety departments/divisions regarding threat, training and response protocols
 - viii. Liaison with VA ESF 10
8. Infrastructure
 - a. Primary Agency – Public Works
 - b. Supporting Agencies –
 - v. Engineering
 - vi. Vehicle Services
 - vii. Parks and Recreation
 - viii. Waterworks

- c. Coordinating Agencies –
 - iii. Dominion Energy
 - iv. Information Technology Asset Management
 - d. Responsible for protection and restoration of the city’s infrastructure and utility services. Responsibilities include:
 - xv. Emergency roadway clearance
 - xvi. Infrastructure protection and emergency restoration
 - xvii. Emergency assistance and support for first responders with construction equipment
 - xviii. Peninsula water system
 - xix. Electrical distribution system
 - xx. Storm and waste water management
 - xxi. Debris and solid waste management
 - xxii. Building services and security
 - xxiii. City asset management
 - xxiv. Engineering services
 - xxv. Transportation infrastructure
 - xxvi. Environmental management
 - xxvii. Coordinate with Transportation Function regarding the overall transportation infrastructure matters
 - xxviii. Coordinate with Communications, Energy and Transportation Support Functions and VA ESF 1, 3 and 12
9. Law Enforcement and Security
- a. Primary Agency – Police Department
 - b. Supporting Agencies –
 - vi. Fire Marshall – Fire Department
 - vii. Parks, Recreation & Tourism
 - viii. Security Division
 - ix. Sheriff’s Department
 - x. Newport News Security Services
 - c. Responsible for maintaining public peace, enforcing laws of the jurisdiction, and providing public security functions. Responsibilities include:
 - vii. Law enforcement activities
 - viii. Operational and personnel security
 - ix. Controlling ingress and egress to disaster scene(s)
 - x. Liaison between response operations and criminal investigation activities
 - xi. Coordination with State and Federal law enforcement agencies

- xii. Liaison with VA ESF 13

10. Logistics and Resource Management

- a. Primary Agency – Purchasing
- b. Supporting Agencies –
 - iv. Budget Office
 - v. Division of Emergency Management/Community Emergency Response Teams (CERT)
 - vi. All Departments
- c. Coordinating Agencies –
 - iv. VDEM
 - v. Operation Blessing International (OBI)
 - vi. Volunteer and non-profit organizations (VOAD and NGOs)
- d. Ensure adequate resource support to ensure timely response and initial recovery activities. Responsibilities include:
 - ix. Expedited response to resource requests
 - x. Ensuring proper tracking of requests and expenditures
 - xi. Coordination with departmental procurement and warehousing personnel
 - xii. Coordinate needs assessments, services being provided, volunteers and donations management
 - xiii. Manage commodities distribution (PODS)
 - xiv. Coordinate mutual aid and military assistance
 - xv. Ensure timely demobilization of rented, borrowed or mutual aid resources
 - xvi. Coordinate with VA ESF 7 and ESF 16 and ESF 17

11. Mass Care

- a. Primary Agency – Human Services
- b. Supporting Agencies –
 - i. American Red Cross
 - ii. Community Services Board
 - iii. Emergency Management
 - iv. Peninsula Health
 - v. VOAD-(Vol Orgs Active in Disasters) and other non-profit orgs

- c. Coordinating Agencies -
 - vi. Division of Emergency Management
 - vii. CERT
 - viii. Public Works
 - ix. Sheriff's Office
 - x. Newport News Public Schools
- c. Coordinate all aspects of mass care including:
 - x. Establish and participate in the operation of Evacuation Assembly Centers (EAC) in the event of an evacuation due to an actual or threatened release of nuclear materials
 - xi. Establish and participate in the operation of Family Assistance Center (FAC)
 - xii. Establish and participate in the operation of Refuges of Last Resort (ROLR) for evacuees who cannot reach safety due to an approaching weather event
 - xiii. Establish and operate emergency shelters.
 - xiv. Coordination with short term housing assistance
 - xv. Coordinate with Logistics and Resources Management regarding needs assessments, commodities distribution as well as donations and volunteer activities.
 - xvi. Support the administration of state and federal individual assistance programs for disaster victims
 - xvii. Coordinate with assistance programs offered by VOAD and other non-profit organizations
 - xviii. Coordinate the VA ESF 6

12. Public Health and Medical Services

- a. Primary Agency – Virginia Department of Health
- b. Supporting Agencies –
 - v. Fire (EMS)
 - vi. Bon Secours Mary Immaculate Hospital
 - vii. Riverside Regional Medical Center
 - viii. Sentara Port Warwick
- c. Coordinating Agencies –
 - iii. Local peninsula healthcare providers
 - iv. Regional healthcare system

- d. Planning and response for this function is the responsibility of the State in partnership with local Peninsula Health care providers. Responsibilities include:
 - xiv. Surveillance and control of communicable diseases and threats to public Peninsula Health
 - xv. Coordination of Peninsula Health care providers
 - xvi. Receipt and distribution of emergency medical supplies such as the Strategic National Stockpile (SNS), vaccines, Vendor Managed Inventory, etc.
 - xvii. Monitoring & regulation of food establishments
 - xviii. Provide for vector and rodent control
 - xix. Provide technical guidance on matters affecting the public's Peninsula Health and medical protocols.
 - xx. Triage and treatment of victims on- scene
 - xxi. Transport of injured victims
 - xxii. Emergent, Intermediate, and Intensive care to include surgical procedures
 - xxiii. Medical system overload/surge capacity
 - xxiv. Critical Incident Stress Management (CISM) for emergency workers and disaster victims
 - xxv. Coordination with Fatality Management
 - xxvi. Coordinate with VA ESF 8

12. Public Works and Engineering

- a. Primary Agencies –
 - iii. Public Works
 - iv. Engineering
- b. Supporting Agencies –
 - iii. Parks and Recreation
 - iv. Waterworks
- c. Responsible for providing technical advice and evaluations, engineering systems, construction management and inspection, and opening / maintaining roadways. Responsibilities include:
 - xv. Emergency roadway clearance
 - xvi. Infrastructure protection and emergency restoration
 - xvii. Emergency assistance and support for first responders with construction equipment
 - xviii. Peninsula water system
 - xix. Storm and waste water management
 - xx. Debris and solid waste management

- xxi. Building services and security
- xxii. City asset management
- xxiii. Engineering services
- xxiv. Codes and permitting
- xxv. Transportation infrastructure)
- xxvi. Environmental management
- xxvii. Coordinate with Transportation Function regarding the overall transportation infrastructure matters
- xxviii. Coordinate with VA ESF 3

13. Search and Rescue

- a. Primary Agencies
 - iii. Police
 - iv. Fire
- b. Supporting Agencies
 - iv. Division of emergency management
 - v. Parks and recreation
 - vi. Sheriff's office
- c. Coordinating agencies
 - i. VDEM
 - iii. Regional search and rescue assets
- d. Responsible for locating and rescuing lost, missing, trapped and/or unaccounted for persons. Responsibilities include:
 - vi. Utilization for tracking and investigation reports of persons who may have become lost, missing or unaccounted for related to an emergency or disaster
 - vii. Deploy specialized search teams and tactics to find the individual(s)
 - viii. Deploy specialized rescue resources
 - ix. Develop a network of external resources with applicable skills/equipment and integrate them in SAR operations as applicable
 - x. Coordinate with VA ESF 9

14. Transportation (Infrastructure and Services)

- a. Primary Agency – Engineering
- b. Support Agencies –
 - v. Airport
 - vi. Public Works

- vii. Schools
- viii. Vehicle and Equipment Services
- c. Coordinating Agencies –
 - iii. Amtrak/CSX
 - iv. Port Authority
- d. Responsible for maintaining infrastructure, delivery of services and coordinating transportation support. Tasks include:
 - viii. Provide status of systems and infrastructures
 - ix. Maintain/restore systems and infrastructure
 - x. Assist with movement of people and resources
 - xi. Prioritize transportation routes for movement of people and materials
 - xii. Traffic restrictions and transportation safety
 - xiii. Traffic Flow
 - xiv. Coordinate with VA ESF 1

B. Supporting Organizations

- C. Supporting Organizations

During an emergency situation or activation of the EOC, the need for support from other agencies is critical. This is a list of some of the most common agencies that the city works closely with. This is not a comprehensive list.

 - 1. Amateur Radio Service/Radio Amateur Civil Emergency Service (ARES/RACES)
 - a. The ARES/RACES program will provide backup voice and packet emergency communications for the city EOC to the state EOC, and voice communications with shelters and critical facilities as agreed to with the DEM coordinator, within organizational capabilities as outlined in the ARES/RACES/city MOU.
 - b. The city currently provides ARES/RACES with space to operate in a separate room in the EOC. AREA/RACES operates with their own equipment.
 - 2. American Red Cross (ARC)
 - a. The American Red Cross is authorized to provide assistance in accordance with the Statement of Understanding between the Commonwealth of Virginia and the National American Red Cross.

- b. The ARC will assist with emergency and disaster mass care, and volunteer and donations management activities.
- 3. Community Services Board
 - a. The Newport-News/Hampton Community Services Board will provide crisis counseling for disaster victims in Emergency Shelters.
- 4. Living Interfaith Network (LINK)
 - a. The Living Interfaith Network (LINK) will provide emergency winter sheltering and feeding for the homeless through the PORT program, and provide general emergency sheltering for the homeless population during severe weather incidents.
 - b. The DEM maintains close situational awareness with LINK during severe weather events to provide support as needed.
- 5. National Weather Service (NWS)
 - a. The Wakefield office of the NWS provides weather information to local and state agencies.
 - b. The National Weather Service in Wakefield also provides advice and evaluation regarding local weather conditions.
- 6. Operation Blessing International (OBI)
 - a. Operation Blessing serves as the lead agency for spontaneous unaffiliated volunteers (SUVs) and manages a volunteer reception center.
 - b. The city maintains a MOU with OBI to provide volunteer management services following a major disaster.
- 7. Peninsula Agency on Aging (PAA)
 - a. The Peninsula Agency on Aging (PAA) will coordinate with emergency management and schools for transportation to assist in evacuation of the aged, and provide representatives in shelters to assist in providing special needs and services for the aged.
- 8. Salvation Army
 - a. The Salvation Army is authorized to assist state and local governments, and as such is permitted to operate in emergency and disaster situations in accordance with the statement of understanding between the Salvation Army and the Commonwealth of Virginia.
 - b. The Salvation Army can provide services to disaster workers; spiritual ministry; mass feeding; individual

- feeding; emergency shelter; distribution of clothing, food, furniture, and household supplies; and registration and identification.
9. U.S. Coast Guard (USCG)
 - a. USCG will provide warning to ships and boats in affected coastal areas, assist in coastal evacuation upon request, and are primarily responsible for coastal waterway emergency response.
 10. Organizations Active in Disaster (VOAD)
 - a. The Virginia Organizations Active in Disaster functions in times of natural or man-made emergencies in order to foster more effective service to people affected by disaster.
 11. Virginia Criminal Injuries Compensation Fund (VCICF)
 - a. VCICF operates Family Assistance Centers (FAC's) and provides financial assistance to victims of crimes under VA Code 19.2-368.1.Volunteer
 12. Virginia Department of Emergency Management (VDEM)
 - a. VDEM will operate the state warning point, transmit information via the Virginia Criminal Information Network (VCIN), receive requests for assistance, coordinate state actions, and coordinate for assistance from federal agencies.
 - b. In addition, the VDEM Regional Coordinator will act as liaison officer between local emergency management and the state coordinator and the Virginia EOC.
 - c. VDEM will also provide a regional hazardous materials officer.
 13. Virginia Department of Transportation (VDOT)
 - a. VDOT will establish and maintain the Hurricane Evacuation Transportation Plan, establish the Traffic Control Center, and coordinate emergency evacuation procedures.
 - b. In conjunction with Virginia State Police coordinates contra-flow implementation on Interstate 64.
 14. Virginia Marine Resources Commission (VMRC)
 - a. VMRC will assist in search and rescue in tidal waters, in damage assessment of marine resources, and in water transportation of individuals
 15. Virginia State Police (VSP)
 - a. VSP will provide traffic control on state highways, assist in evacuation procedures, and provide law enforcement support.

- b. In conjunctions with VDOT coordinates implementation of contra-flow on Interstate 64.

C. Role of Elected Officials

C. Role of Elected Officials

1. The executive/senior official (elected official, city/county manager, agency administrator, etc.) is responsible for the incident. In most jurisdictions, responsibility for the protection of the citizens rests with the chief elected official. Along with this responsibility, by virtue of their office, these people have the authority to make decisions, commit resources, obligate funds, and command the resources necessary to protect the population, stop the spread of damage, and protect the environment.
2. Having the responsibility does not mean that the executive/senior official assumes a command role over the on-scene incident operation. Rather, the executive/senior official:
 - a. Provides policy guidance on priorities and objectives based on situational needs and the emergency plan.
 - b. Oversees resource coordination and support to the on-scene command from the EOC or through dispatch.
3. Typically, the executive/senior official is not at the scene of the incident, but must have the ability to communicate and meet with the incident commander as necessary.
4. Executives/senior officials delegate authority to the designated incident commander for on-scene operations. The incident commander is accountable to the executive/senior official but has the complete authority to direct the operation.
5. Direct tactical and operational responsibility for conducting incident management activities rests with the incident commander, while the executive/senior official plays a vital coordination role.

ELECTED OFFICIALS CHECKLIST

Council Members, Mayor, other Elected and Appointed Officials

- ☐ Become familiar with this plan and how the city's incident management system operates.
- ☐ Follow recommendations related to forecasts and warnings and encourage employees and constituents to do so as well by implementing your personal and business/departmental emergency plans.
- ☐ Establish two way communications with the mayor/city manager while serving as a conduit between government and your constituents.
- ☐ Ask how you can best assist. Support the plans and processes in place to facilitate rapid and efficient response and recovery activities.
- ☐ If you manage an office which has responsibilities in the city's emergency plans, ensure the appropriate resources are assigned to fulfil those responsibilities. If not, be ready to volunteer assistance to other departments if needed.
- ☐ Coordinate meetings and/or press briefings to avoid conflicts and ensure the city speaks with one voice.
- ☐ Be available should an emergency meeting of the city council be needed.
- ☐ Engage with and facilitate actions requiring legislation resulting from the disaster and subsequent recovery activities.
- ☐ Immediately begin the process of identifying persons and activities to assist with community recovery and mitigation activities and communicate those with the mayor/city manager.
- ☐ Consider delaying activities which could create additional strain on security and/or create additional congestion.

D. Staff Augmentation

D. Staff Augmentation

Following a major event, additional staffing may be required to bolster existing capabilities and/or to provide relief personnel. The incident types below provides examples of when and what augmentation may be required. It correlates the NIMS/ICS Incident Types to the level of impact and the expected need for external assistance. *(Additional information is found in the Logistics and Resource Management Functional Plan.)*

1. Type III

a. Impact level – local

- i An incident affecting one or more local jurisdictions in the Hampton Roads region.**

- ii Some Hampton Roads jurisdictions are not affected and can provide mutual aid support to jurisdictions affected by the incident.

2. Type II

a. Impact level – Regional

- i An incident affecting many local jurisdictions in the Hampton Roads region.
- ii A few Hampton Roads jurisdictions may have limited or no impacts from the incident. These jurisdictions and can provide mutual aid support to several, but not all of the impacted jurisdictions.
- iii A heavy reliance on the Statewide Mutual Aid (SMA) program and limited reliance on out of state resources provided through the national Emergency Management Assistance Compact (EMAC) is expected.

3. Type I

a. Widespread catastrophic

- i An incident significantly affecting most local jurisdictions in the Hampton Roads Region, and potentially many other jurisdictions within Virginia.
- ii Statewide mutual aid (SMA) resources will be limited due to the widespread impact; heavy reliance on emergency management assistance compact (EMAC) and federal resources is expected.

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XI. Plan Development, Training and Evaluation

A. Plan Development and Maintenance

- A. The active threat action plan will be maintained, reviewed, and updated following the EOP's preparedness cycle of annual reviews and a complete overview every four years that includes planning, training, exercising/responding, evaluating and mitigating. All stakeholders should participate in each phase of this cycle to ensure that the plan reflects the current operational strategies, organizational structures, and methodologies utilized by response personnel. Following each event, training, or incident, an evaluation of all response actions and in-place mitigation measures should be performed. This will allow for the identification of areas to be sustained, improved, or added to enhance the organization or facility overall preparedness.

B. Training

- 1. The DEM is responsible for providing training on this plan to the stakeholder representatives and the EOC staff. A training plan will be available in the CEM Framework and in the Emergency Management functional plan. Typically there will be initial training for new representatives and annual refresher training. Additional training will be conducted as needed when the plan is updated and/or when job specific training is required.
- 2. EOC staff and responders will receive applicable ICS training. This training will be described in the CEM Framework – Training Plan.
- 3. During increased readiness conditions, accelerated or refresher training for emergency operations staff and emergency response

coordinators may be conducted by the DEM.

C. Evaluation

1. In addition, this plan should be tested through scheduled exercises and/or actual events at least once year. Tabletop exercises and functional exercises should be considered when full-scale exercises are not practical because of financial or operational reasons. Emergency notification lists should be verified every six (6) months.

DEM will review and revise procedures following critiques of actual emergency or disaster operations or exercises where deficiencies were noted. During each event review, DEM will submit appropriate sections to plan participants for review. Recommendations for changes, revisions or updates to the Plan and the applicable supporting plans and documents shall be forwarded to DEM for review, publication and distribution to holders of the Plan. If no changes, revisions or up-dates are required, DEM shall be notified in writing by the department head that the respective plans have been reviewed and are considered valid and current.

2. Stakeholder representatives will be notified of all applicable changes/updates to this plan.

Appendices

Glossary of Key Terms

Access and Functional Needs

Populations whose members may have additional needs before, during, and after an incident in functional areas, including but not limited to: maintaining independence, communication, transportation, supervision, and medical care. Individuals in need of additional response assistance may include those who have disabilities; who are older adults, who are children; who are from diverse cultures; who have limited English proficiency or are non-English speaking; or who are transportation dependent

Amateur Radio Emergency Services

A public service organization of licensed amateur radio operators who have voluntarily registered their qualifications and equipment to provide emergency communications for public service events as needed

Emergency

Any occurrence, or threat, whether natural or man-made, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property or natural resources and may involve governmental action beyond that authorized or contemplated by existing law because governmental inaction for the period required to amend the law to meet the exigency would work immediate and irrevocable harm upon the citizens or the environment of the City of Newport News.

Decontamination

The process of making people, objects, or areas safe by absorbing, destroying, neutralizing, making harmless, or removing the Hazardous Materials/HAZMAT.

Emergency/Disaster/Incident

An event that demands a crisis response beyond the scope of any single line agency or service and that presents a threat to a community or larger area. An emergency is usually an event that can be controlled within the scope of local capabilities; a major emergency or disaster usually requires resources beyond what is available locally.

Emergency Alert System

A network of broadcast stations interconnecting facilities authorized by the Federal Communications Commission (FCC) to operate in a controlled manner to warn and inform the public of needed protective actions in the event of a disaster or emergency situation.

Emergency Operations Center

A facility from which government directs and controls its emergency operations; where information about the status of the emergency situation is officially collected, assimilated, and reported on; where coordination among

response agencies takes place; and from which outside assistance is officially requested.

Emergency Management

The preparation for and the carrying out of functions (other than functions for which military forces are primarily responsible) to prevent, protect, mitigate, respond to and recover from natural or manmade disasters. These functions include fire-fighting, police, medical and health, rescue, warning, engineering, communications, evacuation, resource management, plant protection, restoration of public utility services, and other functions related to preserving the public health, safety, and welfare.

Exercise

An activity designed to promote emergency preparedness; test or evaluate emergency operations plans, procedures, or facilities; train personnel in emergency response duties; and demonstrate operational capability. There are three specific types of exercises: tabletop, functional, and full scale.

Evacuation

Assisting people to move from the path or threat of a disaster to an area of relative safety.

Family Assistance Center (FAC)

A centralized location where a seamless service delivery system built on multi-agency coordination will result in the effective dissemination of information and assistance to all impacted families. A FAC is the management and organizational framework to handle the victims dealing with an incident of mass casualties. The FAC offers counseling and information on the current situation in a safe and secure location.

Federal Disaster Assistance

Aid to disaster victims and/or state and local governments by federal agencies under provisions of the Robert T. Stafford Relief and Emergency Assistance Act of (PL 93-288).

Geographic Information System (GIS)

A computer system capable of assembling, storing, manipulating, and displaying geographically referenced information, i.e., data identified according to their locations.

Hazardous Materials (HazMat)

Substances or materials that may pose unreasonable risks to health, safety, property, or the environment when used, transported, stored or disposed of, which may include materials that are solid, liquid, or gas. Hazardous materials may include toxic substances, flammable and ignitable materials, explosives, or corrosive materials, and radioactive materials.

Hazardous Materials Emergency Response Plan

The plan was developed in response to the requirements of Section 303 (a) of the Emergency Planning and Community Right-to-Know Act (Title III) of Superfund Amendments and Reauthorization Act of 1986. It is intended to be a tool for our community's use in recognizing the risks of a hazardous

materials release, in evaluating our preparedness for such an event, and in planning our response and recovery actions. This plan is separate from the county's Emergency Operations Plan.

Incident Command System

A model for disaster response that uses common terminology, modular organization, integrated communications, unified command structure, action planning, manageable span of control, pre-designed facilities, and comprehensive resource management. In ICS there are five functional elements: Command, Operations, Logistics, Planning and Finance/Administration.

Incident Command

One of the five functional areas of the Incident Command System. The function of command is to direct, control, or order resources, including people and equipment, to the best possible advantage.

Incident Commander

The individual responsible for the management of all incident operations.

Initial Damage Assessment Report

A report that provides information regarding overall damage to public and private property, thereby providing a basis for emergency declaration and/or disaster assistance.

Integrated Communications Plan

This plan coordinates the use of available communications means and establishes frequency assignments for certain functions.

Joint Field Office

The central coordination point among federal, state and local agencies and voluntary organizations for delivering recovery assistance programs.

Local Emergency

The condition declared by the local governing body when, in its judgment, the threat or actual occurrence of a disaster is or threatens to be of sufficient severity and magnitude to warrant coordinated local government action to prevent, or alleviate loss of life, property damage, or hardship. Only the Governor, upon petition of a local governing body, may declare a local emergency arising wholly or substantially out of a resource shortage when he deems the situation to be of sufficient magnitude to warrant coordinated local government action to prevent or alleviate the hardship or suffering threatened or caused thereby.

Local Emergency Planning Committee

Appointed representatives of local government, private industry, business, environmental groups, and emergency response organizations responsible for ensuring that the hazardous materials planning requirements of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III) are complied with.

Mitigation

The effort to reduce loss of life and property by lessening the impact of

disasters.

Mutual Aid Agreement

A written agreement between agencies and/or jurisdictions in which they agree to assist one another, upon request, by furnishing personnel and/or equipment in an emergency situation.

National Response Framework

Is a guide to how the nation conducts all-hazard response. It is built upon scalable, flexible and adaptable coordinating structures to align key roles and responsibilities across the nation.

National Weather Service

The federal agency which provides localized weather information to the population, and during a weather-related emergency, to state and local emergency management officials.

Preparedness

The development of plans to ensure the most effective, efficient response to a disaster or emergency. Preparedness activities are designed to help save lives and minimize damage by preparing people to respond appropriately when an emergency is imminent. Preparedness also includes establishing training, exercises and resources necessary to achieve readiness for all hazards, including weapons of mass destruction incidents.

Presidential Declaration

A presidential declaration frees up various sources of assistance from the federal government based on the nature of the request from the governor.

Situation Report

A form that will highlight the City of Newport News' bi-daily incident status. A copy of each will be submitted to VDEM via fax or submitted through the Virginia Department of Emergency Management website.

State of Emergency

The condition declared by the Governor when, in his judgment, a threatened or actual disaster in any part of the state is of sufficient severity and magnitude to warrant disaster assistance by the state to supplement local efforts to prevent or alleviate loss of life and property damage.

Superfund Amendments and Reauthorization Act of 1986

Established federal regulations for the handling of hazardous materials.

Unified Command

Shared responsibility for overall incident management as a result of a multi-jurisdictional or multi-agency incident. In the event of conflicting priorities or goals, or where resources are scarce, there must be a clear line of authority for decision-making. Agencies contribute to unified command by determining overall goals and objectives, jointly planning for tactical activities, conducting integrated tactical operations and maximizing the use of all assigned resources.

Victim

A person who has suffered physical, psychological or economic harm as a

direct result of the commission of a felony, assault and battery, stalking in violation, sexual battery, attempted sexual battery, maiming or driving while intoxicated in violation (Source §19.2-11.01B).

Acronym List

Acronym	Definitions	Acronym	Definitions
AAR	After Action Report	ICS	Incident Command System
ARC	American Red Cross	IDAR	Initial Damage Assessment Report
ARES	Amateur Radio Emergency Services	IMS	Incident Management System
CADS	Computer Aided Dispatch System	INAR	Incident Needs Assessment Report
CDC	Center for Disease Control	IR	Information and Reporting
CDE	Committed Dose Equivalent	JBLE	Joint Base Langley Eustis
CSB	Community Services Board	JPIC	Joint Public Information Center
DEM	Division of Emergency Management	LAN	Local Area Network
DHS	Department of Homeland Security	LEPC	Local Emergency Planning Committee
DOD	Department of Defense	LNO	Liaison Officers
EAP	Employee Assistance Program	LINK	A non-profit agency for the homeless
EAS	Emergency Alert System	LPPA	Local Partnership & Performance Agreement
ECC	Emergency Communications Center	MMRS	Metropolitan Medical Response System
EIC	Emergency Information Center	MOA	Memorandum of Agreement
EIT	Emergency Information Team	MOU	Memorandum of Understanding
ELT	Emergency Locator Transmitters	MRC	Medical Reserve Corp
EMS	Emergency Medical Services	MSCA	Military Support to Civilian Authorities
EOC	Emergency Operations Center	NIMS	National Incident Management System
EOF	Emergency Operations Facility	NNPD	Newport News Police Department
EOP	Emergency Operations Plan	NNPS	Newport News Public Schools
EPA	Environmental Protection Agency	NRC	Nuclear Regulatory Commission
EPCRA	Emergency Planning Community Right to Know Act	NOAA	National Oceanic and Atmospheric Administration
EPZ	Emergency Planning Zone	NOB	Naval Operations Base Norfolk
ESF	Emergency Support Function	NTSB	National Transportation Safety Board

FAA	Federal Aviation Administration	NWS	National Weather Service
FBI	Federal Bureau of Investigation	NWR	National Weather Radio
FEMA	Federal Emergency Management Agency	OCME	Office of the Chief Medical Examiner
FSDO	Flight Standards District Office	ORF	Norfolk International Airport
GIS	Geographic Information System	PAA	Peninsula Agency on Aging
HREMC	Hampton Roads Emergency Management Committee	PDA	Preliminary Damage Assessment
HRMMRS	Hampton Roads Metropolitan Medical Response System	PDRTF	Peninsula Disaster Recovery Taskforce
HRPDC	Hampton Roads Planning District Commission	PEMS	Peninsula Emergency Medical Service
HRSD	Hampton Roads Sanitary District	PHC	Peninsula Health Center
HTW	Hazardous Toxic Waste	PHF	Newport News/Williamsburg Intl Airport
IAP	Incident Action Plan	PHMP	Peninsula Hazard Mitigation Plan

Acronym	Definitions	Acronym	Definitions
PIO	Public Information Officer	SRD	Self-Reading Dosimeter
PLEPC	Peninsula Local Emergency Planning Committee	STORM	Special Tool for Omni-Directional Radial Measurements
PORT	A winter shelter program for homeless.	TEDE	Total Effective Dose Equivalent
PRVOAD	Peninsula Regional Voluntary Organizations Active in Disasters	USCG	U.S. Coast Guard
PVOAD	Peninsula Virginia Organizations Active in Disasters	VCIN	Virginia Criminal Information Network
RACES	Radio Amateur Civil Emergency Service	VDEM	Virginia Department of Emergency Management
REM	Measures levels of radiation exposure	VDOT	Virginia Department of Transportation
REMTAC	Regional Emergency Management Technical Advisory Committee	VDF	Virginia Defense Force
RRF	Ready Reserve Force	VDH	Virginia Department of Health
SA	Situation Analysis Coordinator	VDP	Virginia Dominion Power
SALTT	Size, Amount, Location, Type and Time	VEOC	Virginia Emergency Operations Center
SACR	Search and Rescue	VMRC	Virginia Marine Resources Commission
SARA	Superfund Amendments and Reauthorization Act	VNG	Virginia Natural Gas
SITREP	Situation Report	VOAD	Virginia Organizations Active in Disaster

SO	Safety Officer	VSP	Virginia State Police
SOD	Special Operations Division	WHO	World Health Organization
SOP	Standard Operating Procedures	WMD	Weapons of Mass Destruction
SPS	Surry Power Station		

Local Declaration By Emergency Management Director - Template

(To be printed on official letterhead)

WHEREAS, the Director of Emergency Management of the City of Newport News does hereby find:

1. That due to threatening the area on _____ the City of Newport News is facing dangerous conditions;
2. That due to _____ beginning at or about ____ on _____, a condition of extreme peril to life and property necessitates the proclamation of the existence of a local emergency;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that an emergency does now exist throughout the City of Newport News; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said emergency, the powers, functions, and duties of the Division of Emergency Management of the City of Newport News shall be/were those prescribed by State Law and the Ordinances, Resolutions, and approved plans of the City of Newport News in order to mitigate the effects of said emergency.

Date: _____

Emergency Management Director
City of Newport News Commonwealth of Virginia

Attest: _____

City Council
City of Newport News
Commonwealth of Virginia

Local Declaration of Emergency Resolution - Template

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, CONFIRMING AND RATIFYING THE DECLARATION OF A LOCAL EMERGENCY ISSUED BY THE NEWPORT NEWS DIRECTOR OF EMERGENCY MANAGEMENT ON _____, MADE NECESSARY BY _____.

WHEREAS, Section 44-146.21 of the Code of Virginia, 1950, as amended, prescribes necessary actions precedent to a declaration of a local emergency; and

WHEREAS, Section 16-70 of the Code of the City of Newport News designates the city manager as the Director of Emergency Management; and

WHEREAS, the Section 44-146.21 prescribes two methods for declaring an emergency: the first is accomplished by the local Director of Emergency Management with the consent of the governing body; the second is accomplished by the Director of Emergency Management without the initial consent of the governing body, but such declaration must be confirmed by the governing body at a meeting within fourteen days of the emergency declaration; and

WHEREAS, it was necessary and proper for the city manager, acting in his capacity as Director of Emergency Management, on _____, to declare a local emergency in Newport News, Virginia, arising from _____, without first obtaining the consent of the Council of the City of Newport News, Virginia (the "Council") and confirmation by the Council is now required by law; and

WHEREAS, the Council is satisfied that _____ constituted a real and substantial threat to health and safety of persons and property in the City of Newport News, Virginia, and that it necessitated a declaration of local emergency.

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

1. That it hereby confirms and ratifies the Declaration of Local Emergency made on _____, by the Director of Emergency Management and such

declaration shall be effective until the emergency occasioned by _____ is declared terminated by this Council.

2. That it understands and confirms that the Declaration of Local Emergency empowered the Director of Emergency Management with special authority and duties, said authority and duties being defined by the laws, rules, regulations and plans of the United States of America, the Commonwealth of Virginia and the City of Newport News.

3. That it understands and confirms that when, in judgment of this Council, all needed emergency actions have been taken, appropriate action to end the declared local emergency will be taken.

4. That this resolution shall be in effect on and after the date of its adoption, _____.

Termination of Local Emergency - Template

RESOLUTION NO. ____

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, TERMINATING THE DECLARATION OF LOCAL EMERGENCY, MADE NECESSARY BY _____, WHICH WAS DECLARED BY THE NEWPORT NEWS DIRECTOR OF EMERGENCY MANAGEMENT ON _____, AND CONFIRMED BY CITY COUNCIL PURSUANT TO RESOLUTION NO. _____ ON _____.

WHEREAS, Section 44-146.21 of the Code of Virginia, 1950, as amended, prescribes actions necessary to issue and terminate a declaration of a local emergency; and

WHEREAS, it was necessary and proper for the Newport News Director of Emergency Management to declare a local emergency for the City of Newport News on _____, to protect the safety and health of citizens as a result of _____; and

WHEREAS, City Council confirmed the declaration of local emergency pursuant to Resolution No. _____, which was adopted on _____; and

WHEREAS, City Council is satisfied that a continuation of the declaration of local emergency is no longer warranted or necessary for the health and safety of the City's residents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia, that the declaration of local emergency in Newport News, Virginia, which was made necessary by _____, is terminated effective _____.

Succession of Authority

Continuity of Government is critical to the successful execution of emergency operations. Therefore, the following lines of succession are specified in anticipation of any contingency, which might result in the unavailability of the ranking member of the response hierarchy. The decision-making authority for each organization or service function is listed below by position in decreasing order. The department/division heads provide updated contact information to the Division of Emergency Management twice each year.

DEPARTMENT	ORDER	TITLE
City Council	1	Mayor
	2	Vice Mayor
	3	Council Member
	4	Council Member
	5	Council Member
	6	Council Member
City Manager	1	City Manager
	2	Asst City Manager
	3	Asst City Manager
Assessor	1	City Assessor
	2	Deputy Assessor
Budget & Evaluation	1	Director
City Attorney	1	City Attorney
	2	Deputy City Attorney
	3	Deputy City Attorney
City Clerk	1	City Clerk
	2	Chief Deputy City Clerk
City Sheriff	1	Sheriff
	2	Colonel
	3	Major
Codes Compliance	1	Director
	2	Assistant Director
	3	Zoning Administrator
	4	Code Enforcement Admin/Bldg. Official
Commissioner of Revenue	1	Commissioner
	2	Chief Deputy

Commonwealth's Attorney	1 Commonwealth's Attorney 2 Chief Deputy
Development, Department of	1 Director 2 Assistant Director 3 Assistant Director
Emergency Management	1 Deputy Coordinator 2 Planner Emergency Management 3 Technician 4 CERT Program Manager
Engineering	1 Director 2 Assistant Director Chief of Environmental 3 Engineering 4 Chief of Operations Engineering 5 Chief of Transportation Engineer 6 Chief of Civil Design Engineering Manager of Development Plan 7 Review 8 Manager – Technical Support Assistant Chief of Transportation 9 Engineering
Finance	1 Acting Director of Finance 2 Accounting Manager
Fire	1 Fire Chief 2 Deputy Fire Chief 3 Assistant Chief, EMS Operations 4 Battalion Chief, Special Operations Assistant Chief, Training 5 Battalion Chief, Support Services
Health Department	1 Director 2 Nurse Manager 3 District Planner
Human Resources	1 Director 2 Asst Director
Human Resources	3 Human Resources Generalist, Sr.
Human Services	1 Director 2 Deputy Director 3 Administrative Support Bureau

Sup	
Information Technology	1 Director 2 IT Project Manager C 3 IT Project Manager C
Communications & Community Relation	1 Director of Communications 2 Asst to the Communications Director 3 Coordinator of Public Information/ Media Relations
Internal Auditor	1 Internal Auditor 2 Information Tech. Auditor
Juvenile Services	1 Director
Library Services	1 Director 2 Admin of Fiscal Services

Parks, Recreation & Tourism	1 Director 2 Assistant Director-Recreation 3 Administrator of Parks
Planning, Department of	1 Director 2 Comprehensive Planning Mgr. 3 Manager of Current Planning
Police	1 Chief of Police Assistant Chief of Patrol 2 (Community Operations) 3 Assistant Chief of Investigations 4 Assistant Chief of Support
Public Works	1 Director 2 Assistant Director 3 Administrator, Solid Waste
Purchasing	1 Director 2 Deputy Director 3 Business Analyst C 4 Buyer
Schools	1 Supervisor, Security 2 Executive Director, Transportation
Risk Management	1 Risk Manager. 2 Safety Manager 3 Sr. Claims Tech/Adjuster
Treasurer	1 Treasurer 2 Admin Deputy
VA Cooperative Extension Services	1 Extension Agent 2 Extension Agent
Vehicle & Equipment Services	1 Director 2 Administrative Manager 3 Operations Superintendent
Waterworks	1 Director 2 Assistant Director 3 Facilities Manager

Adopting Resolution

RESOLUTION NO. 12855-15

A RESOLUTION ADOPTING AN UPDATED EMERGENCY OPERATIONS PLAN AND DIRECTING THE CITY MANAGER, AS THE CITY'S DIRECTOR OF EMERGENCY MANAGEMENT, TO TAKE ACTIONS NECESSARY TO IMPLEMENT SAID PLAN.

WHEREAS, the Virginia Emergency Services and Disaster Law of 2000, as amended, specifically Section 44-146.19 of the Code of Virginia, requires each locality in the state to prepare and keep current an emergency operations plan which includes at minimum: 1) the responsibilities of all local agencies; 2) an established chain of command; 3) a provision that the Department of Criminal Justice Services and the Virginia Criminal Injuries Compensation Fund shall be contacted immediately to deploy assistance in the event of an emergency as defined in the emergency response plan when there are victims as defined in § 19.2-11.01, as well as current contact information for both; and 4) since parts of the City are within 10 miles of a nuclear facility, an appropriate emergency plan for response to nuclear accidents at such facility; and

WHEREAS, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, specifically 42 U.S.C. § 5133, 42 U.S.C. § 5165, and 42 U.S.C. § 5170c, a locality must adopt an emergency mitigation plan which describes actions to mitigate hazards, risks, and vulnerabilities identified under the plan and establishes a strategy to implement those actions in order to retain the locality's eligibility to receive a full share of federal grants earmarked for emergency preparedness and mitigation of hazards; and

WHEREAS, an emergency operations plan ("the Plan") for the City of Newport News and its citizens has been developed, consistent with the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, as amended, and the Stafford Disaster Relief and Emergency Assistance Act and federal regulations adopted pursuant thereto, as amended, to be implemented in the event of an emergency or disaster; and

WHEREAS, the Plan is embodied in that certain document, with its appendices, entitled: "Comprehensive Emergency Management Framework, Emergency Operations Plan, Volume 4, Response Framework," a copy of which is on file with the Clerk of the Council.

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

1. That it hereby adopts the Plan entitled "Comprehensive Emergency Management Framework, Emergency Operations Plan, Volume 4, Response Framework."
2. That the City Manager, as the City's Director of Emergency Management, is hereby authorized and directed to develop and implement the organization and perform assigned tasks as set out in said Plan.
3. That the City Manager, as the City's Director of Emergency Management, is hereby

responsible to continually monitor the provisions of the Plan, and is empowered to coordinate with appropriate officers and departments of the City of Newport News, Virginia, and other agencies and organizations to develop recommendations to Council for amendments to the Plan.

4. That this resolution shall be in effect on and after the date of its adoption, October 27, 2015.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON OCTOBER 27, 2015

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor

A true copy, teste:

Mabel Washington Jenkins
City Clerk

RESOLUTION NO. _____

A RESOLUTION ADOPTING AN UPDATED EMERGENCY OPERATIONS PLAN AND DIRECTING THE CITY MANAGER, AS THE CITY’S DIRECTOR OF EMERGENCY MANAGEMENT, TO TAKE ACTIONS NECESSARY TO IMPLEMENT SAID PLAN.

WHEREAS, the Virginia Emergency Services and Disaster Law of 2000, as amended, specifically Section 44-146.19 of the Code of Virginia, requires each locality in the state to prepare and keep current an emergency operations plan which includes at minimum: 1) the responsibilities of all local agencies; 2) an established chain of command; 3) a provision that the Department of Criminal Justice Services and the Virginia Criminal Injuries Compensation Fund shall be contacted immediately to deploy assistance in the event of an emergency as defined in the emergency response plan when there are victims as defined in § 19.2-11.01, as well as current contact information for both; and 4) since parts of the City are within 10 miles of a nuclear facility, an appropriate emergency plan for response to nuclear accidents at such facility; and

WHEREAS, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, specifically 42 U.S.C. § 5133, 42 U.S.C. § 5165, and 42 U.S.C. § 5170c, a locality must adopt an emergency mitigation plan which describes actions to mitigate hazards, risks, and vulnerabilities identified under the plan and establishes a strategy to implement those actions in order to retain the locality’s eligibility to receive a full share of federal grants earmarked for emergency preparedness and mitigation of hazards; and

WHEREAS, an emergency operations plan (“the Plan”) for the City of Newport News and its citizens has been developed, consistent with the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, as amended, and the Stafford Disaster Relief and Emergency Assistance Act and federal regulations adopted pursuant thereto, as amended, to be implemented in the event of an emergency or disaster; and

WHEREAS, the Plan is embodied in that certain document, with its appendices, entitled: “Comprehensive Emergency Management Framework, Emergency Operations Plan, Volume 4, Response Framework,” prepared by the Division of Emergency Management, to be effective for 2019 through 2023, a copy of which is on file with the Clerk of the Council.

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

1. That it hereby adopts the Plan entitled “Comprehensive Emergency Management Framework, Emergency Operations Plan, Volume 4, Response Framework.”

2. That the City Manager, as the City’s Director of Emergency Management, is hereby authorized and directed to develop and implement the organization and perform assigned tasks as set out in said Plan.

3. That the City Manager, as the City's Director of Emergency Management, is hereby responsible to continually monitor the provisions of the Plan, and is empowered to coordinate with appropriate officers and departments of the City of Newport News, Virginia, and other agencies and organizations to develop recommendations to Council for amendments to the Plan.

4. That this resolution shall be in effect on and after the date of its adoption, November 12, 2019.

F. Consent Agenda

4. Ordinance Amending and Reordaining City Code Chapter 2, Administration; Article II., City Council; Division 2., Rules of Procedure; Section 2-36, Order of Business Prescribed-Regular Meetings

ACTION: A REQUEST TO ADOPT AN ORDINANCE AMENDING AND REORDAINING CITY CODE CHAPTER 2, ADMINISTRATION; ARTICLE II., CITY COUNCIL; DIVISION 2., RULES OF PROCEDURE; SECTION 2-36, ORDER OF BUSINESS PRESCRIBED-REGULAR MEETINGS.

BACKGROUND:

- Chapter 2, Section 2-36 establishes the order of business at Regular City Council Meetings.
- The amendment provides additional clarification regarding what does not qualify as a "matter germane to the business of City Council" for purposes of the Citizen Comments portion of the agenda.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Memo to HCC re City Code Cpt 2, Section 2-36, Order of Business Prescribed 11.6.19
sdm17049 Sec. 2-36, Order of business prescribed--Regular meetings

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

November 6, 2019

TO: The Honorable City Council


FROM: City Manager

SUBJECT: Amendment to City Code Chapter 2, Section 2-36, Order of business prescribed

City Council is requested to adopt an ordinance amending Chapter 2, Section 2-36 of the City Code establishing the order of business at regular city council meetings. Paragraph (c) provides guidance regarding citizen comments on matters germane to the business of city council.

The attached ordinance provides additional clarification regarding what does not qualify as a "matter germane to the business of city council" for purposes of the citizen comments portion of the agenda.

I recommend approval.


Cynthia D. Rohlf

CDR:CLO:sdm

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 2, ADMINISTRATION, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE II., CITY COUNCIL, DIVISION 2., RULES OF PROCEDURE, SECTION 2-36, ORDER OF BUSINESS PRESCRIBED--REGULAR MEETINGS.

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

1. That Chapter 2, Administration, of the Code of the City of Newport News, Virginia, Article II., City Council, Division 2., Rules of Procedure, Section 2-36, Order of business prescribed--Regular meetings, be, and the same hereby is, amended and reordained as follows:

CHAPTER 2

ADMINISTRATION

ARTICLE II. CITY COUNCIL

DIVISION 2. RULES OF PROCEDURE

Sec. 2-36. Order of business prescribed--Regular meetings.

- (a) At every regular meeting of the council, the order of business shall be as follows:
 - (1) Call of the roll.
 - (2) Invocation.
 - (3) Pledge of allegiance.
 - (4) Agenda to be compiled by the city manager.
 - (5) Citizen comments on matters germane to the business of city council.
 - (6) Old business.
 - (7) New business.

(b) Council appointments to boards, commissions and committees and zoning matters may be considered at any regular council meeting, or special council meeting called for that purpose.

(c) Comments on matters germane to the business of city council are those comments or statements which address issues or topics that the city council is empowered to address. Comments on matters germane to the business of city council do not include, although the following items are not all inclusive: issues or topics dealing with the hiring, firing, or disciplining of city employees other than council appointees, unless specifically authorized by the City Charter; the assessment of value for taxation on a specific parcel or parcels of property; the management or operation of the school system or any political subdivision of the Commonwealth of Virginia or the activities of a constitutional officer; the management or control of probable or actual litigation or other law business of the city; statements in support of or in opposition to any candidate for public office, with exception of offices filled by appointment of the city council; statements or announcements which call attention to or publicize the activities or events of organizations, groups or an individual, when said activity or event is not sponsored by the City of Newport News or its officers.

(d) When appropriate, the agenda to be compiled by the City Manager shall include items for the purpose of bestowing and accepting declarations, proclamations and other commemoratives.

F. Consent Agenda

5. Ordinance Amending and Reordaining City Code Chapter 26, Motor Vehicles and Traffic, Article IX, Residential Parking Permit Program (RPPP); Section 26-226., Designated Residential Permit Parking Areas; for Villages at Woodside

ACTION: A REQUEST TO ADOPT AN ORDINANCE AMENDING AND REORDAINING CITY CODE CHAPTER 26, MOTOR VEHICLES AND TRAFFIC; ARTICLE IX, RESIDENTIAL PARKING PERMIT PROGRAM (RPPP); SECTION 26-226., DESIGNATED RESIDENTIAL PERMIT PARKING AREAS; FOR THE INCLUSION OF VILLAGES AT WOODSIDE TO INCLUDE; DORENE PLACE BETWEEN SHIELDS ROAD AND RHODA DRIVE, RHODA DRIVE BETWEEN DORENE PLACE AND SHIELDS ROAD, SHIELDS ROAD BETWEEN DORENE PLACE AND RHODA DRIVE, BARBARA COURT, CYNTHIA COURT, AND TERRI SUE PLACE.

BACKGROUND:

- These streets were administratively approved for inclusion into the Residential Parking Permit Program and have been implemented with the installation of regulatory signage.
- This item is required for the adoption of the ordinance change that officially includes these streets into Section 26-226 of the Motor Vehicles and Traffic Code.

FISCAL IMPACT:

- Direct costs, for inclusion of The Villages at Woodside Streets; Barbara Court, Cynthia Court, Dorene Place, Rhoda Drive, Shields Road, and Terri Sue Place, would be the operating budget expenses associated with the cost of sign materials, installation and maintenance.
- The City Manager recommends approval

ATTACHMENTS:

Description

Memo to HCC re Ord Amnd Chpt 26 Sec 26-226 11.6.19

Location map

sdm17072 Amending Sec. 26-226, Designated residential permit parking areas

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

November 6, 2019

TO: The Honorable City Council


FROM: City Manager

SUBJECT: Ordinance Amending Chapter 26, Motor Vehicles and Traffic; Section 26-226 Villages at Woodside

City Council is hereby requested to adopt an ordinance amending City Code Section 26-226 of Chapter 26 "Motor Vehicles and Traffic," Article IX, Residential Parking Permit Program for the inclusion of the streets within Villages at Woodside; Dorene Place between Shields Road and Rhoda Drive, Rhoda Drive between Dorene Place and Shields Road, Shields Road between Dorene Place and Rhoda Drive, Barbara Court, Cynthia Court, and Terri Sue Place. These streets were administratively approved for inclusion into the Residential Parking Permit Program and have been signed.

This item is required for the adoption of the ordinance change that officially includes the streets into Section 26-226 of the Motor Vehicles and Traffic Code. Direct costs for inclusion of these six streets would be the operating budget expenses associated with the cost of sign materials, installation, and maintenance.

I recommend approval.


Cynthia D. Rohlf

CDR:DB:wjr

Attachment

cc: Ralph L. Clayton, Assistant City Manager
Everett P. Skipper, Director, Department of Engineering



CITY OF NEWPORT NEWS, VIRGINIA

RESIDENTIAL PARKING PERMIT PROGRAM - VILLAGES AT WOODSIDE



ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 26, MOTOR VEHICLES AND TRAFFIC, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE IX., RESIDENTIAL PARKING PERMIT PROGRAM, SECTION 26-226, DESIGNATED RESIDENTIAL PERMIT PARKING AREAS.

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

1. That Chapter 26, Motor Vehicles and Traffic, of the Code of the City of Newport News, Virginia, Article IX., Residential Parking Permit Program, Section 26-226, Designated residential permit parking areas, be, and the same hereby is, amended and reordained, as follows:

CHAPTER 26

MOTOR VEHICLES AND TRAFFIC

ARTICLE IX. RESIDENTIAL PARKING PERMIT PROGRAM

Sec. 26-226. Designated residential permit parking areas.

The following streets and blocks are designated to be within a residential parking permit program area:

28th Street, between West Avenue and the James River.

29th Street, between West Avenue and the James River.

30th Street, between West Avenue and the James River.

31st Street, south side, between West Avenue and the James River.

36th Street, between Huntington Avenue and Warwick Boulevard.

36th Street, between Huntington Avenue and Washington Avenue.

47th Street, between Huntington Avenue and the railroad tracks.

48th Street, between Washington Avenue and the railroad tracks.

49th Street, south side, between Washington Avenue and the railroad tracks.

50th Street, between Huntington Avenue and Warwick Boulevard.

51st Street, between Newport News Shipyard and Warwick Boulevard.

52nd Street, between Newport News Shipyard and Warwick Boulevard.

53rd Street, between Newport News Shipyard and Warwick Boulevard.

54th Street, between Newport News Shipyard and Warwick Boulevard.

55th Street, between Newport News Shipyard and Warwick Boulevard.

56th Street, between Huntington Avenue and Warwick Boulevard.

57th Street, between Huntington Avenue and Warwick Boulevard.

58th Street, between Huntington Avenue and Warwick Boulevard.

59th Street, between Huntington Avenue and Warwick Boulevard.

60th Street, between Huntington Avenue and Warwick Boulevard.

61st Street, between Huntington Avenue and Warwick Boulevard.

62nd Street, between Huntington Avenue and Warwick Boulevard.

63rd Street, between Huntington Avenue and Warwick Boulevard.

64th Street, between Huntington Avenue and Warwick Boulevard.

65th Street, between Huntington Avenue and Warwick Boulevard.

66th Street, between Huntington Avenue and Warwick Boulevard.

68th Street, between Huntington Avenue and Warwick Boulevard.

69th Street, between Huntington Avenue and Warwick Boulevard.

70th Street, between Belvedere Drive and Huntington Avenue.

71st Street, between Belvedere Drive and Warwick Boulevard.

72nd Street, between Belvedere Drive and Warwick Boulevard.

Barbara Court, from Dorene Place to the cul-de-sac.

Barron Drive, from Snidow Boulevard to Warren Drive.

Belvedere Drive, between 70th Street and 73rd Streets.

Belvedere Drive, from 70th Street to River Road.

Benton Way (west side), from Huntington Avenue to 71st Street.

Boyd Circle.

Briar Patch Place, from Shoe Lane to and including its cul-de-sac.

Buxton Avenue, east side from Salters Creek to 25th Street.

Carywood Lane, from Lucas Creek Road to Ashford Place.

Connors Drive.

Copeland Lane:

North side, from Warwick Boulevard to Gatewood Road.

Cynthia Court, from Rhoda Drive to the cul-de-sac.

Daisy Circle.

Dorene Place, from Shields Road to Rhoda Drive.

Fairway Lane, from Moores Lane North to the cul-de-sac.

Fenwood Crescent, east of Stoney Drive.

Flora Drive, between Connors Drive and Carnation Drive.

Fontaine Road, between Gatewood Road and Commodore Drive East.

Garrow Road, from Stoney Drive to the east dead end.

Hitchens Lane, from Gatewood Road to Warwick Boulevard.

Huntington Avenue:

West side, between 5407 Huntington Avenue and 5411 Huntington Avenue.

West side, from 48th Street to 50th Street.

East side, from 51st Street to 54th Street.

West side, from 69th Street to 70th Street.

Leland Place.

Lewallen Drive, from Snidow Boulevard to Lois Lane.

Lou Mac Court, from Monarch Drive to David Circle.

Lucas Creek Road:

Between Denbigh Boulevard and Carywood Lane.

Between Carywood Lane and Godfrey Drive.

Meadow Drive, from Shoe Lane to dead end.

Menchville Court, from Menchville Road to the cul-de-sac.

Monarch Drive, from Menchville Road to Lou Mac Court.

Nutmeg Quarter Place, from Sweetbriar Drive to 400' South of Sweetbriar Drive.

Paddock Drive, between Shoe Lane and Mimosa Drive.

Quince Circle.

Rhoda Drive, from Shields Road to Dorene Place.

Scott Road, from Crittenden Lane to Crittenden Lane.

Shields Road, north side from Dorene Place to Rhoda Drive.

Shoe Lane, between Paddock Drive and Moores Lane North/South.

Shoe Lane, from Moores Lane North/South to Meadow Drive.

Shoe Lane, from Meadow Drive to Bull Lane.

Snidow Boulevard, from Barron Drive to Lewallen Drive.

Spaulding Drive.

Stoney Drive.

Sweetbriar Drive, from 450' East of Warwick Boulevard to Timberline Crescent.

Terri Sue Place, from Dorene Place to the cul-de-sac.

Warwick Boulevard:

East side, from 45th Street to 50th Street.

West side service road, from 69th Street north to and including cul-de-sac.

West Avenue:

West side, from 28th Street to 29th Street and from 31st Street to 32nd Street.

East side, from 28th Street to 30th Street and from 31st Street to 32nd Street.

West side, from 30th Street to 31st Street.

East side, from 30th Street to 31st Street.

Whisperwood Drive.

2. That this ordinance shall be in effect on and after the date of its adoption, November 12, 2019.

G. Other City Council Actions

1. Receipt of Bids Granting a Utility Easement Across a Portion of City Right-of-Way Designated as Canon Boulevard

ACTION: A REQUEST TO RECEIVE AND OPEN BIDS FOR GRANTING A UTILITY EASEMENT ACROSS A PORTION OF CITY RIGHT-OF-WAY DESIGNATED AS CANON BOULEVARD FOR THE RELOCATION OF EXISTING ELECTRICAL SERVICE LINES AND EQUIPMENT TO FACILITATE CONSTRUCTION OF A NEW PUBLIC PARKING GARAGE.

BACKGROUND:

- A request has been received to grant a 10-foot-wide utility easement on a portion of City right-of-way designated as Canon Boulevard.
- The easement request will enable relocation of existing electrical service lines and equipment.
- All electrical service lines will be installed in underground conduit via trenching and horizontal directional drilling. Existing service equipment is proposed to be installed at ground level consistent with existing installation. No overhead facilities will be installed.
- The required Public Notice was properly advertised.
- The City Manager recommends that bids be received and opened, with follow-up action referred to her office.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Memo to HCC re Receipt of Bids for Utility Easement at Canon Blvd 11.6.19

Attachment 1: Plat

Attachment 2: Aerial view of Easement

rag2084 Authorizing re Deed of Easement (Canon Boulevard)

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

November 6, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Receipt of Bids for Utility Easement at Canon Boulevard

A request has been received to grant a 10-foot utility easement located on a portion of City right-of-way designated as Canon Boulevard. City Council is requested to receive and open bids for the utility easement, as shown on the attached Plat Number 22-19-0092 and attached map.

The proposed non-exclusive utility easement will enable relocation of existing electrical service lines and equipment in order to facilitate construction of a new public parking garage on the adjacent parcel. All electrical service lines are proposed to be installed in underground conduit via trenching and horizontal directional drilling, and existing service equipment is proposed to be installed at ground level consistent with existing installation. No overhead facilities will be installed. All appropriate City departments have reviewed and approved this request, and the required Public Notice was properly advertised.

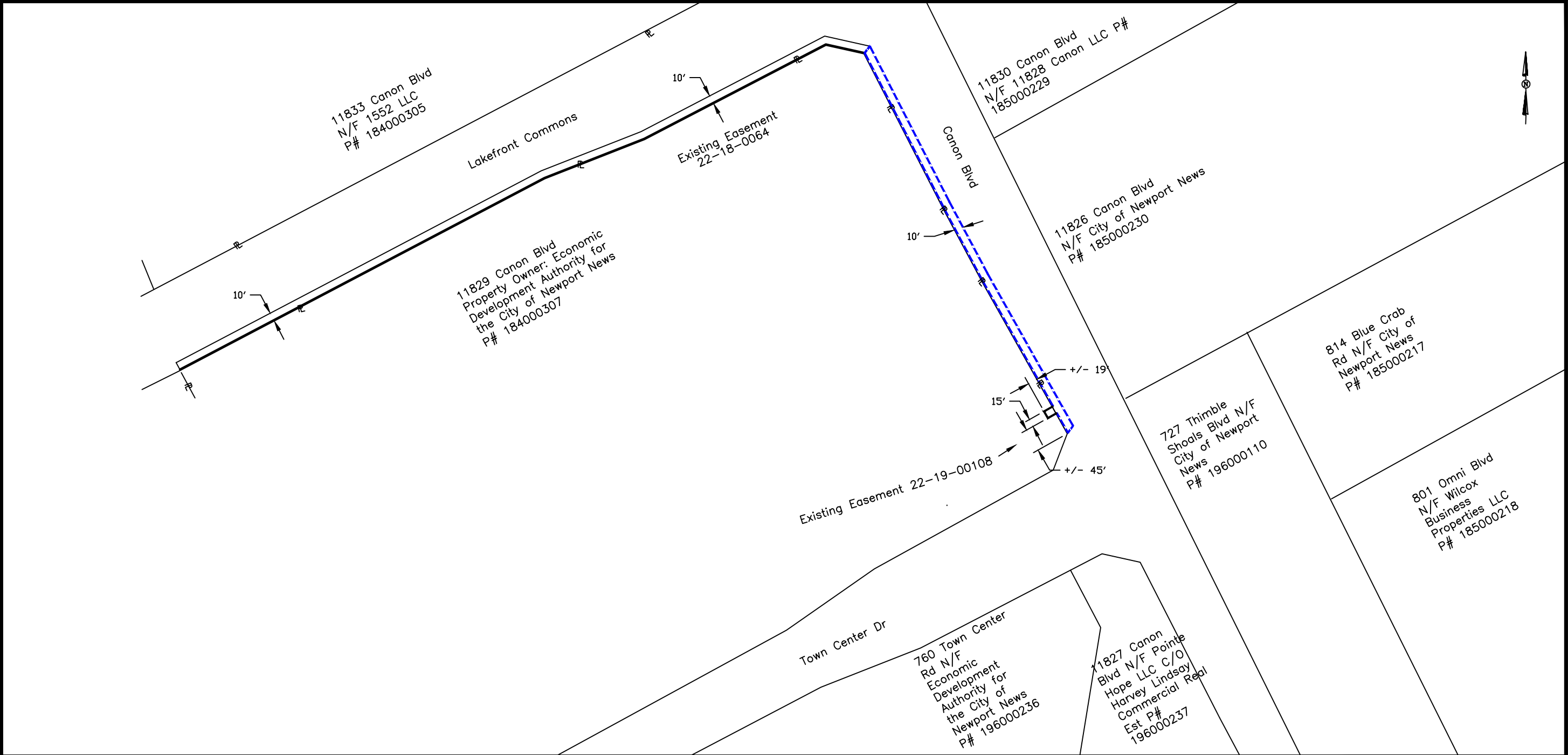
I recommend that City Council receive and open bids for the above described utility easement with follow-up action referred to my office. Formal action, to authorize the referenced easement be granted to the successful bidder, will be placed on City Council's November 26, 2019 meeting agenda.


Cynthia D. Rohlf

CDR:FGK:mej

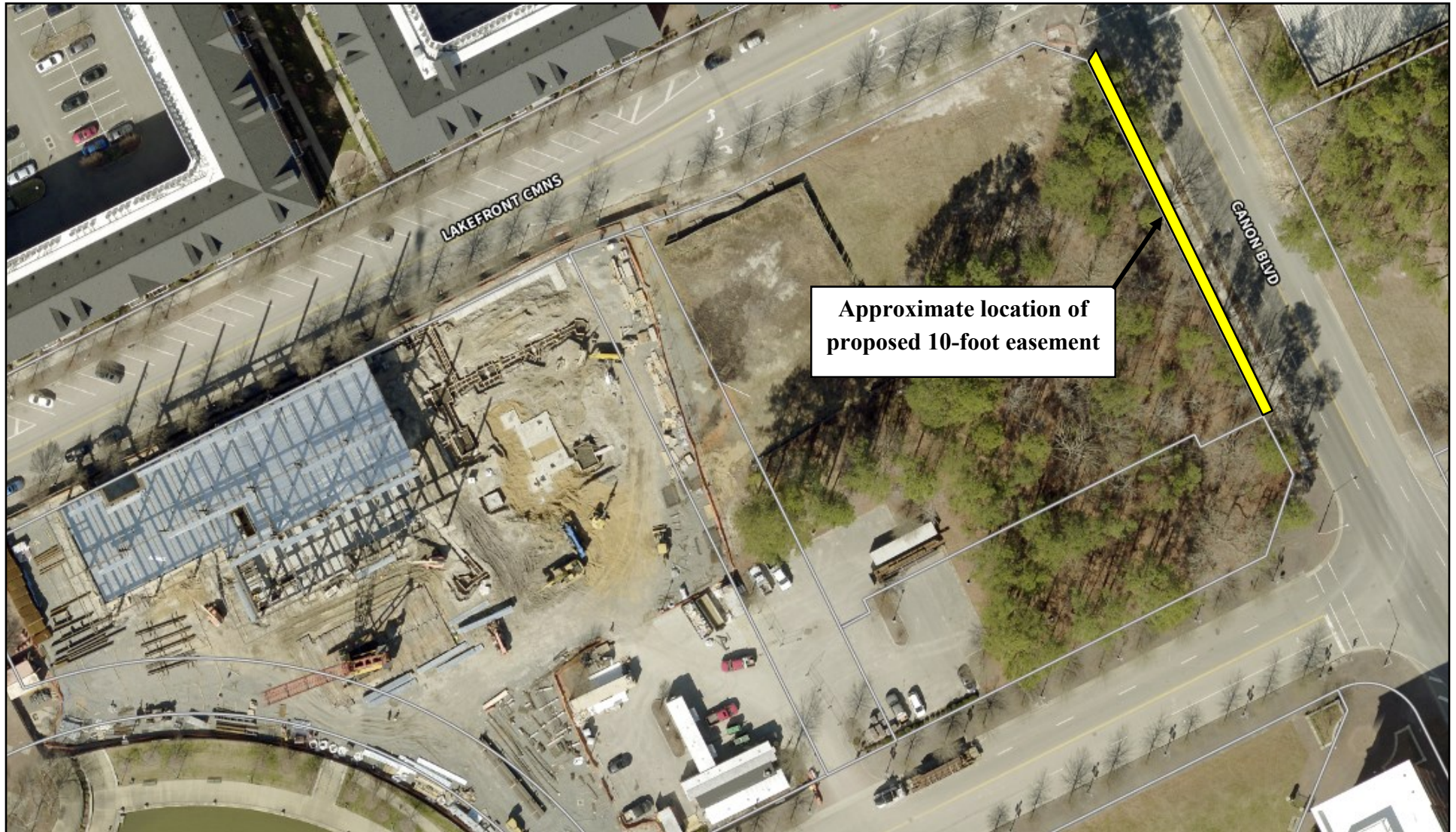
Attachments (2)

cc: Florence G. Kingston, Director, Department of Development



LEGEND	District 22 Peninsula		Scale NTS	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia OWNER INITIALS _____	UG Page 5 of 5
	District-Township-Borough City Center		State VA		
	Office Peninsula		Plat Number 22-19-0092		
	Estimate Number 10297175		Grid Number N0028		
--- Location of Boundary Lines of Right-of-Way 10 +/-					
==P== Indicates Property Line is Right-of-Way Boundary 10 +/-					
Date 10/15/2019		By Trent Wynne			

Proposed Utility Easement Along Canon Boulevard



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF EASEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND _____, DATED THE 26TH DAY OF NOVEMBER, 2019, FOR AN EASEMENT ACROSS A PORTION OF THE CANON BOULEVARD RIGHT-OF-WAY ADJACENT TO 11829 CANON BOULEVARD, NEWPORT NEWS, VIRGINIA.

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

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Deed of Easement by and between the City of Newport News, Virginia, and _____, dated the 26th day of November, 2019, for an easement across a portion of the Lakefront Commons right-of-way adjacent to 11829 Canon Boulevard, Newport News, Virginia.
2. That a copy of the said Deed of Easement is attached hereto and made a part hereof.

Easement Across Portion of
Canon Boulevard Right-of-Way
Adjacent to 11829 Canon Boulevard

Consideration: \$0.00

Tax ID: N/A

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 26th day of November, 2019, between the **CITY OF NEWPORT NEWS**, 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 ten (10) feet in width, as shown on the Plat referenced below and attached hereto, to construct, operate and maintain one or more underground lines, and one or more lighting supports and lighting fixtures, as GRANTEE may from

time to time deem expedient or advisable, located on the easement hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits, for provision of electric power to its facilities and for lighting and such other purposes as requested by GRANTOR; together with all wires, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities").

The said rights, privilege and easement extends over, under, through and across certain lands of GRANTOR, situated in the City of Newport News, Virginia, as shown on Plat No. 22-19-0092 attached hereto and made a part of this Deed of Easement; the location of said easement being shown in broken lines on said Plat, to which plat reference is made for a more particular and accurate description of the easement.

The facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, rebuild, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable; provided, however, that GRANTEE's use of the easement shall not interfere with the use of the easement property as a public street.

For the purpose of constructing, inspecting, maintaining or operating its facilities on the easement on the property of GRANTOR or on its easement on any other property, GRANTEE shall have the right of ingress and egress over, upon and along such easement. If GRANTEE is unable reasonably to exercise the right of ingress and egress over, upon and along the easement on the property of GRANTOR, GRANTEE shall have such right of ingress and egress over the property

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

GRANTEE shall repair damage to roads, fences or other improvements and shall pay GRANTOR for other damage done in the process of the construction, inspection, or maintenance of GRANTEE's facilities, or in the exercise of its right of ingress and egress; GRANTEE shall be liable for all damages resulting from its exercise of the right of ingress and egress across such adjacent lands, provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after any property damage occurs.

GRANTOR, its successors and assigns, may use the easement as a public street and for any additional purpose not inconsistent with the rights hereby granted, provided such additional use does not interfere with or endanger the construction, operation and maintenance of GRANTEE's facilities. GRANTEE acknowledges and agrees that the current and continued use of the easement as a public street does not interfere with or endanger GRANTEE'S facilities, and that GRANTEE's rights hereunder are subject to GRANTOR's right to continue using the easement as a public street.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

CITY OF NEWPORT NEWS

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

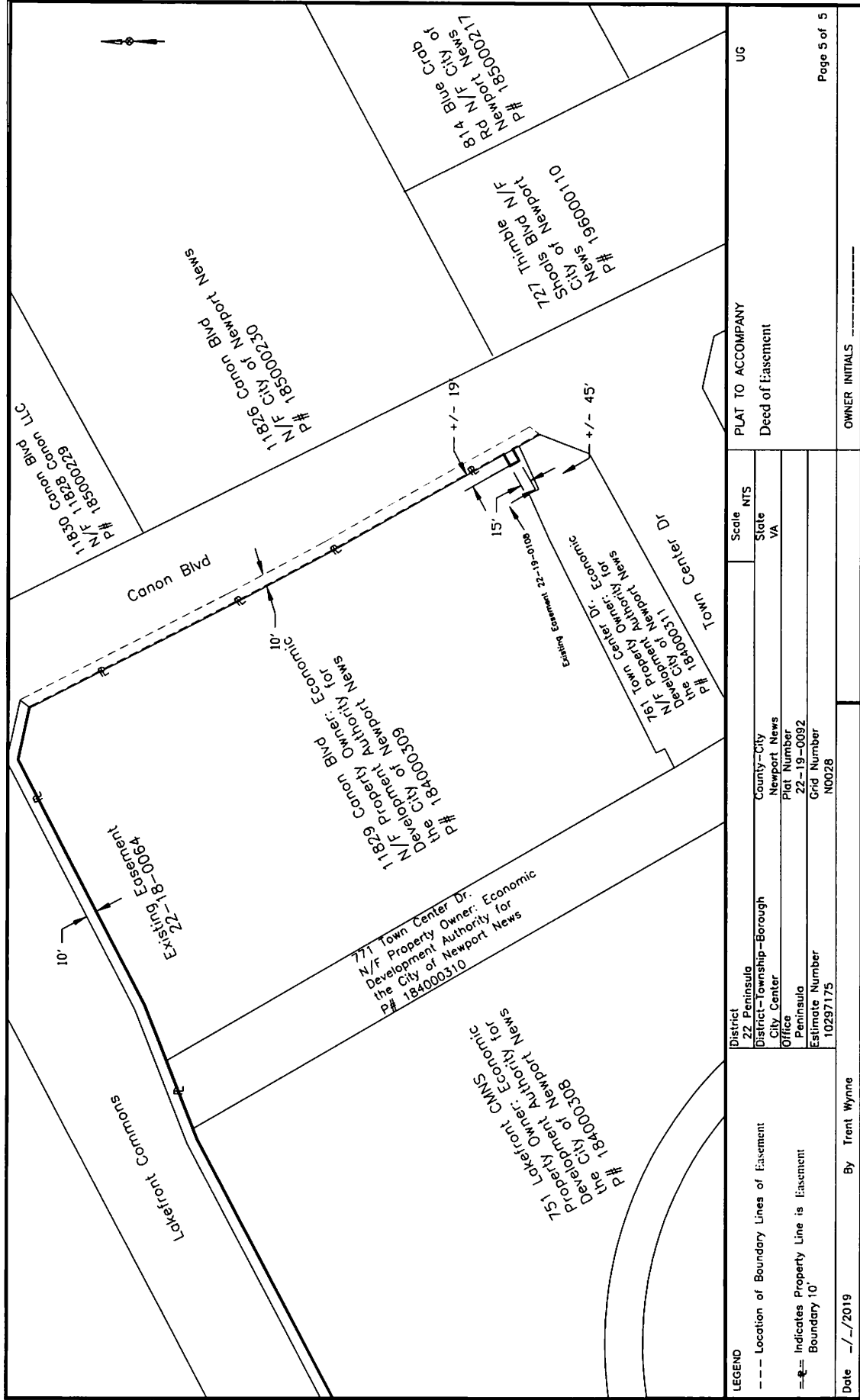
COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

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

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

Notary Public
Registration No.: _____

rag2083



LEGEND --- Location of Boundary Lines of Easement ==> Indicates Property Line is Easement Boundary 10'		District 22 Peninsula District-Township-Borough City Center Office Peninsula Estimate Number 10297175	County-City Newport News Plat Number 22-19-0092 Grid Number N0028	Scale NTS State VA	PLAT TO ACCOMPANY Deed of Easement	UG
Date <u>11/1/2019</u> By <u>Trent Wynne</u>		OWNER INITIALS _____				

G. Other City Council Actions

2. Resolution Approving and Adopting the City of Newport News' Legislative Program for the 2020 Virginia General Assembly

ACTION: A REQUEST TO APPROVE A RESOLUTION APPROVING AND ADOPTING THE CITY OF NEWPORT NEWS' LEGISLATIVE PROGRAM FOR THE 2020 VIRGINIA GENERAL ASSEMBLY .

BACKGROUND:

- The City prepares a State Legislative Package annually for presentation to the Virginia General Assembly.
- Council was presented the City's State Legislative Priorities Package for the 2020 Virginia General Assembly at its October 22, 2019 Work Session.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Memo to HCC re 2020 Legislative Priorities 11.6.19

NN 2020 State Legislative Package DRAFT w_edit 10.22.19

rag2108 Approving the City's Legislative Program for the 2020 VA General Assembly

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

November 6, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: 2020 Legislative Priorities

Please find attached a draft of the City's 2020 State Legislative Priorities for the Virginia General Assembly. The draft was presented for your review at your October 22 work session.

This year's legislative priorities package includes two specific budget requests along with support for several additional funding requests. This package continues to prioritize support for common sense firearms legislation and to oppose the erosion of local authority and local revenue. The first specific budget request asks for a total of \$1 million over the biennium for the Brooks Crossing Innovation and Opportunity Center; the second request asks for \$375,000 to acquire land adjacent to the new Fort Eustis Main Gate. Changes to the design of the new gate reduced the footprint, requiring less land for construction but increasing the potential for incompatible use on the adjoining property.

Additionally, the proposed draft includes support for:

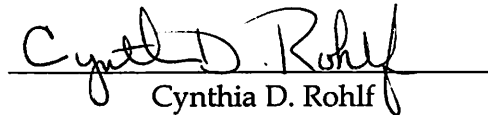
- Funding for a Witness Resource Program
- State funding for costs associated with Body Worn Cameras
- Jefferson Lab Center for Nuclear Femtography and pre-EIC activities
- Public Safety Funding (HB599)
- Stormwater Local Assistance Fund
- Military Community Partnership Grants
- Modernization of Communications Sales and Use Tax
- Increased funding for Economic Development incentive grants
- K-12 Education funding
- Base budget restoration for Community Services Boards
- Funding for Hampton Roads Regional Jail requests
- Transportation Safety initiatives
- Dedicated funding for Transit

The Honorable City Council
Page 2
2020 Legislative Priorities
November 6, 2019

As in previous years, in lieu of restating each item, the City's package includes notice that, unless otherwise stated, the City supports the legislative priorities of the Hampton Roads Planning District Commission, the Hampton Roads Transportation Planning Organization, and the Hampton Roads Transportation Accountability Commission.

Once you have approved the legislative priorities, copies of the City's legislative package will be distributed to our General Assembly delegation.

I recommend approval.


Cynthia D. Rohl

CDR:JGW:jlt

cc: Collins L. Owens III, City Attorney
Jerri G. Wilson, Intergovernmental Affairs Manager

State Legislative Priorities

2020 Session

Virginia General Assembly

DRAFT

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Committee Assignments:

- Agriculture, Conservation and Natural Resources
- General Laws and Technology
- Rehabilitation and Social Services

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In Session: 804.698.7502

Committee Assignments:

- Education and Health
- General Laws and Technology
- Rehabilitation and Social Services
- Rules

VIRGINIA HOUSE OF DELEGATES

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Committee Assignments:

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- Counties, Cities and Towns
- Courts of Justice

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- Education
- Transportation

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- General Laws
- Health, Welfare and Institutions
- Privileges and Elections

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McKinley L. Price, DDS
Mayor, At Large

Tina L. Vick
Vice-Mayor, South District

Saundra Cherry, D. Min.
South District

Marcellus L. Harris, III
North District

David H. Jenkins
Central District

Sharon P. Scott
North District

Dr. Pat Woodbury
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2020 LEGISLATIVE PRIORITIES

1. Brooks Crossing Innovation Center
2. Fort Eustis Main Gate Compatible Land Use
3. Witness Resource Program
4. Costs Associated With Body Worn Cameras
5. Commonwealth Support for Jefferson Lab
6. Public Safety Funding HB599
7. Stormwater Local Assistance Fund
8. Military Community Partnership Grant Fund
9. Oppose Legislation That Preempts Local Authority
10. Oppose Elimination Of And Exemptions From Local Revenue Streams
11. Support Local Authority To Prohibit Firearms In Public Buildings
12. Support Legislation Authorizing Extreme Risk Protection Orders
13. Modernize Communications Sales And Use Tax
14. Fund Economic Development Incentive And Grant Programs
15. Support K-12 Education Funding
16. Restore Community Services Board Base Budgets
17. Support Hampton Roads Regional Jail
18. Support Transportation Safety Initiatives
19. Support Dedicated Funding For Transit

1. BROOKS CROSSING INNOVATION AND OPPORTUNITY CENTER

The City of Newport News respectfully requests that the General Assembly provide:

- \$200,000 of one-time funding in FY 20 or FY 21 to complete the outfitting of the Brooks Crossing Innovation and Opportunity Center. These startup funds will allow for additional industry-related equipment, computers, software and training simulators for both the Opportunity Center and the STEM Digital Innovation and Fabrication Lab (BCiLab) and will be used to leverage additional private investment from targeted donors.
- \$400,000 in both FY 21 and FY 22 for annual BCIOC operating expenses, including personnel and equipment costs. It will also allow for specialized data capture and tracking for both the Opportunity Center and the BCiLab to measure the return on investment and provide guidance for other communities interested in replicating this model elsewhere in Virginia.

The Brooks Crossing Innovation and Opportunity Center (BCIOC) is an innovative collaboration between the City of Newport News, Old Dominion University, and Newport News Shipbuilding to address the needs of a historically underserved community. The Opportunity Center offers a flexible space that will bring together community partners such as the Newport News Redevelopment and Housing Authority, Department of Social Services, Hampton Roads Community Action Program, and the Goodwill Community Employment Center to focus on job and career training, wealth-building and individual casework. Its flexible layout with classrooms, office space and meeting rooms will accommodate an array of programs that correspond to the community's changing needs as individuals transition to self-sustainability.

The STEM Digital Innovation and Fabrication Lab offers students and community members access to cutting-edge technology such as 3-D printing and digital design. It will offer programs designed in collaboration with local public schools that target students of all ages, pre-K through adult, as well as teachers and community members. Digital fabrication labs, or fab labs, are often located in schools or universities and target students and researchers on site. The BCiLab's location in the Southeast community will remove traditional barriers that limit minority and underserved communities from accessing such state-of-the-art facilities. The BCiLab's membership in the National Fab Lab Foundation

network means that visitors can be instantly connected to a global network of innovators, allowing for unique collaboration in learning, education and workforce development.

The location of these two unique facilities in one building operated by Virginia's largest industrial employer, Newport News Shipbuilding, brings unique resources to bear. The shipyard is a partner in Newport News' Choice Neighborhood Initiative grant; as such, they are committed to supporting the needs of the Southeast community in a major way. The shipyard will provide training and employment workshops in the Opportunity Center and conduct on-site interviews and employment fairs. Their employee volunteers will provide mentorship and serve as role models to the students using the facility.

The BCIOC holds great potential for breaking barriers to employment and developing critical skills in the 21st century talent pool. For BCIOC to realize its full potential, additional resources are necessary to completely outfit the facility and provide for its on-going operations. Given the unique collaboration model and its location in a historically underserved community, we believe this is an important opportunity for the Commonwealth, as well as Newport News' Southeast Community.

2. FORT EUSTIS MAIN GATE COMPATIBLE LAND USE

The City of Newport News asks that the General Assembly provide \$375,000, subject to a 1:1 local match, to acquire approximately 30 acres of land to ensure compatible land use adjacent to the Fort Eustis Main Gate.

A recent Joint Land Use Study of Fort Eustis identified the Main Gate as a high priority issue. As currently designed, the Main Gate does not meet the Army's anti-terrorism and force protection standards. The Army has allocated \$15 million in its 2021 MILCON budget for gate construction and has designed the project to rest entirely on land owned by the City. However, there are approximately 30 acres adjacent to the new gate that are privately held. The current assessed value of the parcels is approximately \$750,000. Acquisition of the adjacent parcels will prevent encroachment or incompatible use of the property.

3. WITNESS RESOURCE PROGRAM

The City of Newport News respectfully requests that the General Assembly provide \$1 million in funding to the Virginia State Police to support the Witness Protection Program established in the Code of Virginia § 52-35.

As stated in the Code, the Superintendent may make the services of this program available to local law enforcement. Both scholarly and anecdotal research support the assertion that witness intimidation adversely impacts investigator's ability to charge violent perpetrators. The Newport News Police Department and its local government partners have taken steps to protect witnesses and their families through relocation and directed patrol checks. However, these efforts are expensive and pull money away from other needs. In building a coalition of support, the City learned that many other law enforcement and criminal justice agencies face similar issues and although the Code of Virginia allows the State Police to develop and support such programs, no funds have been allocated to do so. Funding of \$1 million will allow the Virginia State Police to activate and administer this much-needed program.

4. COSTS ASSOCIATED WITH BODY WORN CAMERAS

The City of Newport News strongly encourages the General Assembly to minimally (1) provide sufficient funding for existing staffing standards for Commonwealth's Attorneys offices as established by the Compensation Board, and (2) establish a dedicated funding source to address the needs of other impacted agencies such as public defenders.

Local governments across Virginia have committed significant resources to implementing body-worn camera programs in an effort to meet community expectations of transparency. Body-worn camera programs enjoy broad public support and help to preserve trust in the justice system overall, by documenting law enforcement officers' encounters with members of the public and providing clear evidence for use by prosecutors and defense attorneys. Concerns about body-worn camera programs in Virginia have largely centered around the need for resources to address the time required for prosecutors and defense attorneys to meet their ethical obligations to review footage generated by the cameras. Language passed in the FY 20 State budget, requires localities to provide for additional Commonwealth's Attorney positions at a ratio of one Assistant Commonwealth's Attorney for up to 75 body worn cameras employed for use by local law enforcement officers, and one

Assistant Commonwealth's Attorney for every 75 body worn cameras employed for use by local law enforcement officers, thereafter. This creates a substantial burden for localities that already heavily subsidize the operation of their Commonwealth Attorney. In FY 2020, the Compensation Board authorized 35 positions for the Newport News Commonwealth Attorney, but funds only 32. The total number of positions for the office is 56; the City supports the additional 24 positions and provides over 50% of the offices operating budget.

Although it would by no means be a complete fix, the State must provide sufficient funding for the existing staffing standards for Commonwealth's Attorneys' offices as established by the Compensation Board. After funding the staffing allocations needed in accordance with the existing requirements, the State should examine whether these standards should be updated to reflect existing practice, as well as to address anticipated future requirements on Commonwealth's Attorneys' offices. Future advances in digital evidence and other criminal justice sciences, while welcomed, will only exacerbate the workload issue for Commonwealth's Attorneys, Public Defenders, Court Appointed Attorneys and the Courts. The development of a funding source to address these workload impacts would position Virginia well for the future. In the absence of consistent statewide funding, the effects on the justice system of body-worn camera footage and other digital evidence will be addressed by a patchwork of local approaches, with some jurisdictions better able to provide additional resources to Constitutional officers than others.

5. COMMONWEALTH SUPPORT FOR JEFFERSON LAB

The City of Newport News strongly supports the Commonwealth's investment in Jefferson Lab. Specifically, the City asks that the General Assembly fund 2 budget requests supporting Virginia's and the Lab's competition to win the Electron Ion Collider (EIC). The federal government will invest more than \$1.5 billion to construct an EIC, the nation's next major research facility, and it will be located in either New York State or the Commonwealth. Requests: (1) \$750,000 in each year of the biennium to fund Virginia-university research projects in the Center for Nuclear Femtography, and (2) \$8.3 million each year for three years to accomplish two critical research projects necessary to advance Jefferson Lab's competitive position for the EIC.

Two years ago, the Commonwealth of Virginia seized a unique opportunity to make Virginia an international center in the emerging field of Nuclear Femtography. Thanks to Commonwealth support, Jefferson Lab successfully established a Center for Nuclear

Femtography (CNF), with multidisciplinary participation by research personnel from 8 Virginia universities. The degree of interest in this multidisciplinary program is very strong so Jefferson Lab is requesting additional funding to build on this initiative. The science of Nuclear Femtography will, in the coming decades, grow into a major thrust of science and technology, both nationally and internationally.

Establishing the CNF strengthened Jefferson Lab's competitive position as the Department of Energy (DOE) enters the site-selection phase of the E project. However, there are two critical activities needed to further advance Jefferson Lab as the clear choice for the EIC: 1) research to advance the design to maximize scientific output, and 2) preparation of a proposal for DOE evaluation. To advance the design, experiments will be built and operated to strengthen critical aspects of the Jefferson Lab design and reduce the risk associated with them: the interaction of the two beams in collision, and the method for cooling the beams to maximize the physics output of the collider. By building a beam-beam interaction experiment (COMBINE) at ODU's Center for Accelerator Science (CAS), and a test facility for the beam cooling components (JEDI) at Jefferson Lab's Low Energy Recirculation Facility (LERF) we can address these two key items. COMBINE, which would be the first facility in the world dedicated to measurements of the beam-beam interaction, will cost approximately \$9M, including infrastructure improvements at CAS. It would have wide applications beyond the EIC, even including the Large Hadron Collider in Europe. The JEDI project is somewhat larger at \$16M, and would provide a test-bed for all of the EIC cooling component prototypes, ending in a full-scale prototype of the entire cooling facility. By completing the JEDI project, the world's first circulator ring will be built at LERF and its beam performance measured and quantified. Because the proposal development effort is not part of Jefferson Lab's funded research program, DOE funds cannot be used to support it, so Commonwealth support is required to help with this final step of the competition.

6. HB599 PUBLIC SAFETY FUNDING

The City of Newport News asks that the General Assembly increase HB599 Public Safety funding in the FY 2021 State budget to a baseline that is equal to the amount of the actual revenue growth between FY 2018 and FY 2019, and then that sum should be increased by the official forecast growth figures for FY 2020 and 2021.

The Code of Virginia (§9.1-165, et seq.) provides for financial assistance to localities with

police departments through the "599" program. When passed in 1979, the so-called House Bill 599 was intended to help equalize State funding between jurisdictions with Police Departments and those with Sheriff's Offices who engaged in law enforcement. At the time of the adoption, the Commonwealth pledged to grant localities with Police Departments a sum equal to 30% of their department's costs. This was also funded as a way to discourage annexation of county land by cities, which was previously legal. Although the Code of Virginia sets out a distribution formula for calculating the amounts for eligible localities, in recent years the General Assembly has instead specified in the Appropriations Act that localities' allocations in a given fiscal year are to be based on a standard, across-the-board percentage increase or decrease from the previous fiscal year's allocations. The distribution formula has been superseded by the instructions in the Appropriations Act, resulting in funding levels far below what would occur from calculating HB 599 funds on even the anticipated revenue growth since 2000.

7. FUND STORMWATER LOCAL ASSISTANCE FUND

The City of Newport News supports an allocation of State funding of \$50 million annually for the Stormwater Local Assistance Fund (SLAF). Stormwater management is one of local government's most pressing infrastructure challenges. The SLAF, managed by the Department of Environmental Quality, supports the efforts of local jurisdictions to reduce polluted runoff by providing funding for matching grants. It also provides an effective path forward to improve water quality by maintaining a strong partnership between the Commonwealth and local governments. The SLAF prioritizes cost-effective, low-impact practices and projects which are structured, when possible, to attract additional private investments. From 2014 to 2019, the City of Newport News received SLAF grants totaling almost \$4 million to fund 10 projects. Continued investment in SLAF is needed to assist localities in developing effective stormwater controls on urban lands to reduce the flow of excess nutrients and sediments to local streams, rivers and the Chesapeake Bay.

8. MILITARY COMMUNITY PARTNERSHIP GRANT FUND

The City of Newport News supports the creation in the State budget of a grant program to fund local infrastructure projects deemed to have a positive impact on the military value of installations within the Commonwealth. This funding, along with a percentage match from the requesting municipality, will support local infrastructure projects that improve the

readiness and value of military installations in Virginia and benefit the communities that host them.

In 2016, 13 states, including Florida and Texas, had programs to fund or finance projects that improved the military value of their installations. The creation of a Community Military Partnership Fund sends a clear signal that Virginia values its strong relationship with the military and is willing to support off-base infrastructure improvements that offer “win-win” solutions to both local host communities and military installations. The communities of Hampton Roads collectively support 18 military installations (including two joint bases and the world’s largest Navy base), all 5 branches of the military services, approximately 120,000 active duty, reserve and civilian personnel, over 125,000 military dependents, and over 230,000 veterans. In FY2017 alone, the Department of Defense spent \$46.1 billion in Virginia and directly employed 193,589 people. A vital existing economic driver like the military should be a priority for the Commonwealth’s financial support.

9. OPPOSE LEGISLATION THAT PREEMPTS LOCAL AUTHORITY

The City of Newport News urges the General Assembly to oppose legislation that preempts the authority of localities to determine the regulatory framework that best serves their community. Although Virginia adheres to the Dillon Rule which gives localities only those powers expressly granted by the Commonwealth, it is a generally accepted principle that “what works” in one City or area of Virginia may not work in others. However, there is a persistent trend in recent legislation to remove or restrict local government authority, particularly in the realm of zoning and land use decisions. Such bills are typically drawn without regard for the local impact or unintended consequences that can occur to the health, welfare, and safety of the community. In some cases, compromises have been reached to balance the interests of all concerned. In other cases, the outcry of multiple stakeholders has been insufficient to prevent the blanket application of one-size-fits-all legislation. Newport News welcomes new and innovative technologies and businesses and tries to do so in a way that best serves the community as a whole. The General Assembly should support localities by not enacting legislation that erodes local authority.

10. OPPOSE ELIMINATION OF AND EXEMPTIONS FROM LOCAL REVENUE STREAMS

The City of Newport News urges the General Assembly to reject any legislation that will negatively impact local government revenue streams and/or cause the tax burden to be shifted to the citizens. This includes proposals that exempt developing technologies from current and/or future taxation.

Every year Virginia lawmakers consider the supposed benefits of eliminating business taxes such as BPOL and Machinery and Tool tax. However, these are sources of LOCAL revenue; in Newport News, these two generate approximately 8.5 percent of the City's General Fund. In FY19 the City collected approximately \$27.6 million in Machinery & Tools taxes and \$18 million in BPOL. However, the burden to most businesses is relatively small: two-thirds of Newport News businesses pay a flat fee of either \$30 or \$50, based on their annual gross receipts. Only one-third of the City's businesses pay a tax based on their business activity and the tax rate for that activity. To offset the loss of BPOL and M&T revenue, the City would have to increase the real estate tax rate by a minimum of \$0.30. So, in order to compensate for the loss of local business taxes, which cost most businesses \$30 to \$50 annually, a home owner in the City's median home value range of \$173,800 would see increased real estate taxes of about \$500 annually. City residents should not be expected to bear the full burden for the cost of City services, such as public safety and education, which equally benefit residents and businesses. Additionally, legislation that is designed to encourage developing technologies or industries should not include blanket exemptions from local taxation. Lessons learned from previous industries show that the developing science of today can become routine tomorrow. Exemptions erode the future tax base by shifting the burden to what become declining revenue streams.

11. SUPPORT LOCAL AUTHORITY TO PROHIBIT FIREARMS IN PUBLIC BUILDINGS

The City of Newport News supports legislation that will allow, but not require, localities to prohibit firearms in public buildings. All State office buildings prohibit guns and even the General Assembly allows only those with concealed carry permits to bring firearms into the Capitol. Virginia Code section 18.2-283.1 bans firearms and other dangerous weapons in any Courthouse. There are also Federal laws that ban the carrying of firearms on most Federal properties including any building owned, leased or rented by the Federal government. Seemingly, all of these provisions were put in place to protect people from harm. If both

the State and Federal government feel that it is prudent and acceptable to prohibit firearms in some public spaces, the standard for Local government should be the same.

12. SUPPORT LEGISLATION AUTHORIZING EXTREME RISK PROTECTION ORDERS

The City of Newport News urges the General Assembly to enact legislation that will prevent an individual who is in crisis from possessing or purchasing firearms. Extreme Risk Protection Orders allow families and law enforcement to petition a court to suspend access to firearms if there is documented evidence that an individual is threatening to harm themselves or others. However, before an ERPO may be issued, the person is entitled to a full legal hearing. Persons subject to such an order are required to surrender their guns to police and may be barred from buying, selling or possessing firearms for up to one year. Extreme Risk Protection Orders may prevent tragedies such as mass shootings, domestic and family violence, and suicide by allowing those closest to an individual in crisis to take proactive steps to protect them or others. Temporarily limiting access to firearms in times of crisis is a common sense measure that will improve public safety.

13. MODERNIZE COMMUNICATIONS SALES AND USE TAX

The City of Newport News supports amending the Communications Sales and Use Tax (CSUT) to allow taxation of streaming and post-paid calling services. The City also supports increasing the CSUT to the prevailing State tax rate of 5.3 percent. The CSUT was implemented in 2007 and replaced most of the previous State and local taxes and fees on communications services. The 5% tax is generally collected from consumers by their service providers and remitted each month to the Virginia Department of Taxation who then distributes it to localities. The City of Newport News receives approximately \$11 million annually from the CSUT. Since its implementation, revenue each year has generally decreased. The decline may be attributed to the growing popularity of streaming services, which are not subject to the tax, and the exemption for pre-paid calling services. Eliminating these exemptions would not only increase the revenue generated by the tax but would also level the playing field for cable and cell phone service providers. The General Assembly should also consider aligning the CSUT rate, currently 5%, with the State's tax rate of 5.3% - a change which would generate an estimated \$24 million in additional revenue annually.

14. FUND ECONOMIC DEVELOPMENT INCENTIVE AND GRANT PROGRAMS

The City of Newport News asks that the General Assembly increase funding for existing economic development/redevelopment incentive funds such as the Commonwealth's Opportunity Fund, Aid to Local Ports Grant Program, Transportation Partnership Opportunity Fund, and the Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund. These incentives and grant programs play a pivotal role in business attraction, retention, and expansion.

Two programs in particular that have been used frequently and with great success in Newport News are the Enterprise Zone Program and the Virginia Jobs Investment Program (VJIP).

Enterprise Zones—The General Assembly should provide sum-sufficient funding for the Enterprise Zone program. This program creates an improved climate for private sector investment, development and expansion in targeted areas by providing State grants and local tax relief. Two grant-based incentives are available: Job Creation Grants and Real Property Investment Grants. Newport News consistently ranks as one of top Enterprise Zones in the State, regularly placing at or near the top in grant dollars leveraged and total number of qualifying businesses. In the most recent grant year, Newport News businesses received 17 Real Property Improvement Grants totaling approximately \$964,000, which generated over \$18 million in private capital investment in real estate. When the General Assembly fails to provide sufficient program funding, grants are then prorated across the board. In the most recent grant year, grants were funded at 74.5% of the original commitment. This proration significantly impacts the effectiveness of the program. The City of Newport News urges the General Assembly to provide the amount of funding needed to fully honor grant awards and maintain the effectiveness of this important economic development tool.

Virginia Jobs Investment Program (VJIP) - The General Assembly should provide funding of \$5 million for VJIP in each year of the biennium. VJIP provides services and funding to companies creating new jobs or experiencing technological change to reduce the human resource development costs for new companies, expanding companies, and companies retraining their employees. VJIP provides valuable assistance supporting workforce development at the local level and allows flexibility to meet specific needs of businesses. In Newport News alone, companies such as Huntington-Ingalls, Canon Virginia, Continental

Automotive Systems, Liebherr, Printpack, Muhlbauer, Fairlead Boat Works, and Target Flavors have all utilized the program to help meet their workforce needs and facilitate their expansion and growth. Given the competitive labor market in Virginia, it is vitally important that the General Assembly fully fund this program.

15. SUPPORT K-12 EDUCATION FUNDING

Re-benchmarking - Of special interest during this 60-day session, the General Assembly is scheduled to approve a new, two-year budget that will include “re-benchmarking” of public education costs. The re-benchmarked budget represents the State’s cost of continuing the current Direct Aid programs into the next biennium, with updates to the input data used in the funding formulas that determine the cost of the programs. Input data used in the formulas are updated every two years to recognize changes in costs that have occurred over the preceding biennium. The Newport News City Council encourages the General Assembly to fully fund the cost of re-benchmarking

Teacher Pay Raises - Last year the General Assembly approved a \$72.8 million from the General Fund to increase the FY 2020 teacher salary increase funding by 2 percent to a revised 5 percent increase over two years. The State share equals about half of what it costs to provide a pay raise for all NNPS employees, with the rest of the funding made available primarily by reducing funding to other NNPS programs. Despite the increase, salaries of Virginia teachers still lag behind many other states. According to the National Education Association, Virginia ranks 32nd in teacher pay in the nation. And, teachers are paid 21.4 percent less than similarly educated and experienced professionals, according to a recent Economic Policy Institute (EPI) report. In 2017 the General Assembly voted for legislation that established a goal for Virginia teachers to be paid at or above the national average. The Newport News City Council encourages the State to provide additional pay increases and to develop a timeline for reaching the national average on teacher pay.

School Construction Funding - According to a 2018 report by the General Assembly Subcommittee on School Facility Modernization, it will cost \$3 billion to \$4 billion to modernize the State’s schools. With many localities unable to provide adequate school construction funding, school divisions struggling to maintain facilities have been forced to divert money that could be used for student instruction to repairing aging roofs, windows, HVAC systems and more. The addition of \$80 million to the Literary Fund in 2019 for school facilities may erase a backlog of funding requests, but will do little or nothing for the vast

majority of school construction needs. The General Assembly must establish a funding stream for school maintenance and construction in addition to the Literary Fund that will alleviate the burden on localities.

16. RESTORE COMMUNITY SERVICES BOARD BASE BUDGETS

The City of Newport News asks that the General Assembly restore to Community Services Board base budgets \$34M in State general fund dollars taken from CSBs as a result of Medicaid expansion. This includes a total of \$1.8M reduced from Hampton Newport News CSB's State General Grant Funds. The Department of Behavioral Health and Disability Services reduced funds across the 40 community services boards with the expectation that CSBs would generate additional revenue from Medicaid billing due to serving more insured clients; therefore, all CSBs' State general grant funds were reduced to equate to the amount that was predicted to be generated from Medicaid expansion. To date, only a small portion of the additional revenue has been collected, leaving the CSB's with significant budget challenges.

17. HAMPTON ROADS REGIONAL JAIL

As a member jurisdiction of the Hampton Roads Regional Jail, the City of Newport News supports a request for increased funding for healthcare and mental health care in regional jails. Additionally, the City supports HRRJ's request for 20 additional jail officer positions each year for the next 4 years. Both of these requests come in response to negotiations following an investigation of the HRRJ by the US Department of Justice.

18. SUPPORT TRANSPORTATION SAFETY INITIATIVES

The Newport News City Council places a high priority on the safety of its residents and visitors. Given the vast network of roadways in our City and our region, transportation safety initiatives can have a significant positive impact on the overall well-being of the community. The City of Newport News supports these initiatives: (1) enacting a primary enforcement safety belt law by all occupants to include back seat passengers, (2) banning the use of hand held technology while operating a motor vehicle, (3) enhancing penalties for violations of Texting While Driving laws when committed in a school zone or school crossing. The City opposes legislation to allow vehicle loads to exceed the maximum axle

weight limit by 5 percent on locally maintained roads without requiring a super load permit. These positions support the Virginia Department of Transportation's five strategic goals and the U.S. Department of Transportation's six principles for roadway safety.

19. SUPPORT DEDICATED FUNDING FOR TRANSIT

In order to be competitive in the global marketplace, Hampton Roads needs a fully integrated and optimized regional transit system supported by an adequate, sustainable and dedicated revenue stream. The City of Newport News supports the collaborative development of a viable new regional funding model to support priority regional public transit projects. The localities served by Hampton Roads Transit currently fund more than 40% of its cost. Relying on local general fund revenue puts public transit in competition with education and public safety for limited local dollars and makes it difficult to transcend the existing structure of what are often disjointed localized routes. This has resulted in a collection of individual city transit systems rather than a fully integrated regional transit system capable of connecting major employment, retail, education, medical, and tourism destinations seamlessly.

DRAFT



The City of Newport News is a voting member of the Hampton Roads Planning District Commission, the Hampton Roads Transportation Planning Organization, and the Hampton Roads Transportation Accountability Commission. Unless otherwise stated, the City of Newport News supports the legislative agendas of these organizations.

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, APPROVING AND ADOPTING THE CITY OF NEWPORT NEWS' LEGISLATIVE PROGRAM FOR THE 2020 VIRGINIA GENERAL ASSEMBLY.

WHEREAS, the Newport News City Council analyzes and adopts both specific legislative proposals and general policy positions as a part of its legislative program during its deliberations concerning positions to be presented for use by the Virginia General Assembly; and

WHEREAS, the legislative proposals are specific initiatives which the Newport News City Council believes should be acted upon as a part of the work of the 2020 Virginia General Assembly legislative session; and

WHEREAS, the Newport News City Council requests that the Virginia General Assembly consider and act upon the legislative proposals identified in the Newport News 2020 Legislative Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia, that it hereby approves and adopts the Newport News 2020 Legislative Program, a copy of which is attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that it is the City Council's express desire that the legislative proposals approved and adopted hereby be considered and acted upon during the legislative session of the 2020 Virginia General Assembly.

BE IT FURTHER RESOLVED that the City Manager, or her designee, is directed to provide a copy of the 2020 Legislative Program to each member of the City's Virginia General Assembly delegation.

BE IT FURTHER RESOLVED that the City Manager, the City Attorney and/or their designee(s) is/are hereby authorized and directed to provide necessary input and clarification during the 2020 Virginia General Assembly session and to carry out other activities as needed to assist in attaining the goals and objectives contained in the City's 2020 Legislative Program.

State Legislative Priorities

2020 Session

Virginia General Assembly

SENATE OF VIRGINIA

2020

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2020

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Legislative Liaison

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2020 LEGISLATIVE PRIORITIES

1. Brooks Crossing Innovation Center
2. Fort Eustis Main Gate Compatible Land Use
3. Witness Resource Program
4. Costs Associated With Body Worn Cameras
5. Commonwealth Support for Jefferson Lab
6. Public Safety Funding HB599
7. Stormwater Local Assistance Fund
8. Military Community Partnership Grant Fund
9. Oppose Legislation That Preempts Local Authority
10. Oppose Elimination Of And Exemptions From Local Revenue Streams
11. Support Local Authority To Prohibit Firearms In Public Buildings
12. Support Legislation Authorizing Extreme Risk Protection Orders
13. Modernize Communications Sales And Use Tax
14. Fund Economic Development Incentive And Grant Programs
15. Support K-12 Education Funding
16. Restore Community Services Board Base Budgets
17. Support Hampton Roads Regional Jail
18. Support Transportation Safety Initiatives
19. Support Dedicated Funding For Transit

1. BROOKS CROSSING INNOVATION AND OPPORTUNITY CENTER

The City of Newport News respectfully requests that the General Assembly provide:

- \$200,000 of one-time funding in FY 20 or FY 21 to complete the outfitting of the Brooks Crossing Innovation and Opportunity Center. These startup funds will allow for additional industry-related equipment, computers, software and training simulators for both the Opportunity Center and the STEM Digital Innovation and Fabrication Lab (BCiLab) and will be used to leverage additional private investment from targeted donors.
- \$400,000 in both FY 21 and FY 22 for annual BCIOC operating expenses, including personnel and equipment costs. It will also allow for specialized data capture and tracking for both the Opportunity Center and the BCiLab to measure the return on investment and provide guidance for other communities interested in replicating this model elsewhere in Virginia.

The Brooks Crossing Innovation and Opportunity Center (BCIOC) is an innovative collaboration between the City of Newport News, Old Dominion University, and Newport News Shipbuilding to address the needs of a historically underserved community. The Opportunity Center offers a flexible space that will bring together community partners such as the Newport News Redevelopment and Housing Authority, Department of Social Services, Hampton Roads Community Action Program, and the Goodwill Community Employment Center to focus on job and career training, wealth-building and individual casework. Its flexible layout with classrooms, office space and meeting rooms will accommodate an array of programs that correspond to the community's changing needs as individuals transition to self-sustainability.

The STEM Digital Innovation and Fabrication Lab offers students and community members access to cutting-edge technology such as 3-D printing and digital design. It will offer programs designed in collaboration with local public schools that target students of all ages, pre-K through adult, as well as teachers and community members. Digital fabrication labs, or fab labs, are often located in schools or universities and target students and researchers on site. The BCiLab's location in the Southeast community will remove traditional barriers that limit minority and underserved communities from accessing such state-of-the-art facilities. The BCiLab's membership in the National Fab Lab Foundation

network means that visitors can be instantly connected to a global network of innovators, allowing for unique collaboration in learning, education and workforce development.

The location of these two unique facilities in one building operated by Virginia's largest industrial employer, Newport News Shipbuilding, brings unique resources to bear. The shipyard is a partner in Newport News' Choice Neighborhood Initiative grant; as such, they are committed to supporting the needs of the Southeast community in a major way. The shipyard will provide training and employment workshops in the Opportunity Center and conduct on-site interviews and employment fairs. Their employee volunteers will provide mentorship and serve as role models to the students using the facility.

The BCIOC holds great potential for breaking barriers to employment and developing critical skills in the 21st century talent pool. For BCIOC to realize its full potential, additional resources are necessary to completely outfit the facility and provide for its on-going operations. Given the unique collaboration model and its location in a historically underserved community, we believe this is an important opportunity for the Commonwealth, as well as Newport News' Southeast Community.

2. FORT EUSTIS MAIN GATE COMPATIBLE LAND USE

The City of Newport News asks that the General Assembly provide \$375,000, subject to a 1:1 local match, to acquire approximately 30 acres of land to ensure compatible land use adjacent to the Fort Eustis Main Gate.

A recent Joint Land Use Study of Fort Eustis identified the Main Gate as a high priority issue. As currently designed, the Main Gate does not meet the Army's anti-terrorism and force protection standards. The Army has allocated \$15 million in its 2021 MILCON budget for gate construction and has designed the project to rest entirely on land owned by the City. However, there are approximately 30 acres adjacent to the new gate that are privately held. The current assessed value of the parcels is approximately \$750,000. Acquisition of the adjacent parcels will prevent encroachment or incompatible use of the property.

3. WITNESS RESOURCE PROGRAM

The City of Newport News respectfully requests that the General Assembly provide \$1 million in funding to the Virginia State Police to support the Witness Protection Program established in the Code of Virginia § 52-35.

As stated in the Code, the Superintendent may make the services of this program available to local law enforcement. Both scholarly and anecdotal research support the assertion that witness intimidation adversely impacts investigator's ability to charge violent perpetrators. The Newport News Police Department and its local government partners have taken steps to protect witnesses and their families through relocation and directed patrol checks. However, these efforts are expensive and pull money away from other needs. In building a coalition of support, the City learned that many other law enforcement and criminal justice agencies face similar issues and although the Code of Virginia allows the State Police to develop and support such programs, no funds have been allocated to do so. Funding of \$1 million will allow the Virginia State Police to activate and administer this much-needed program.

4. COSTS ASSOCIATED WITH BODY WORN CAMERAS

The City of Newport News strongly encourages the General Assembly to minimally (1) provide sufficient funding for existing staffing standards for Commonwealth's Attorneys offices as established by the Compensation Board, and (2) establish a dedicated funding source to address the needs of other impacted agencies such as public defenders.

Local governments across Virginia have committed significant resources to implementing body-worn camera programs in an effort to meet community expectations of transparency. Body-worn camera programs enjoy broad public support and help to preserve trust in the justice system overall, by documenting law enforcement officers' encounters with members of the public and providing clear evidence for use by prosecutors and defense attorneys. Concerns about body-worn camera programs in Virginia have largely centered around the need for resources to address the time required for prosecutors and defense attorneys to meet their ethical obligations to review footage generated by the cameras. Language passed in the FY 20 State budget, requires localities to provide for additional Commonwealth's Attorney positions at a ratio of one Assistant Commonwealth's Attorney for up to 75 body worn cameras employed for use by local law enforcement officers, and one

Assistant Commonwealth's Attorney for every 75 body worn cameras employed for use by local law enforcement officers, thereafter. This creates a substantial burden for localities that already heavily subsidize the operation of their Commonwealth Attorney. In FY 2020, the Compensation Board authorized 35 positions for the Newport News Commonwealth Attorney, but funds only 32. The total number of positions for the office is 56; the City supports the additional 24 positions and provides over 50% of the offices operating budget.

Although it would by no means be a complete fix, the State must provide sufficient funding for the existing staffing standards for Commonwealth's Attorneys' offices as established by the Compensation Board. After funding the staffing allocations needed in accordance with the existing requirements, the State should examine whether these standards should be updated to reflect existing practice, as well as to address anticipated future requirements on Commonwealth's Attorneys' offices. Future advances in digital evidence and other criminal justice sciences, while welcomed, will only exacerbate the workload issue for Commonwealth's Attorneys, Public Defenders, Court Appointed Attorneys and the Courts. The development of a funding source to address these workload impacts would position Virginia well for the future. In the absence of consistent statewide funding, the effects on the justice system of body-worn camera footage and other digital evidence will be addressed by a patchwork of local approaches, with some jurisdictions better able to provide additional resources to Constitutional officers than others.

5. COMMONWEALTH SUPPORT FOR JEFFERSON LAB

The City of Newport News strongly supports the Commonwealth's investment in Jefferson Lab. Specifically, the City asks that the General Assembly fund 2 budget requests supporting Virginia's and the Lab's competition to win the Electron Ion Collider (EIC). The federal government will invest more than \$1.5 billion to construct an EIC, the nation's next major research facility, and it will be located in either New York State or the Commonwealth. Requests: (1) \$750,000 in each year of the biennium to fund Virginia-university research projects in the Center for Nuclear Femtography, and (2) \$8.3 million each year for three years to accomplish two critical research projects necessary to advance Jefferson Lab's competitive position for the EIC.

Two years ago, the Commonwealth of Virginia seized a unique opportunity to make Virginia an international center in the emerging field of Nuclear Femtography. Thanks to Commonwealth support, Jefferson Lab successfully established a Center for Nuclear

Femtography (CNF), with multidisciplinary participation by research personnel from 8 Virginia universities. The degree of interest in this multidisciplinary program is very strong so Jefferson Lab is requesting additional funding to build on this initiative. The science of Nuclear Femtography will, in the coming decades, grow into a major thrust of science and technology, both nationally and internationally.

Establishing the CNF strengthened Jefferson Lab's competitive position as the Department of Energy (DOE) enters the site-selection phase of the E project. However, there are two critical activities needed to further advance Jefferson Lab as the clear choice for the EIC: 1) research to advance the design to maximize scientific output, and 2) preparation of a proposal for DOE evaluation. To advance the design, experiments will be built and operated to strengthen critical aspects of the Jefferson Lab design and reduce the risk associated with them: the interaction of the two beams in collision, and the method for cooling the beams to maximize the physics output of the collider. By building a beam-beam interaction experiment (COMBINE) at ODU's Center for Accelerator Science (CAS), and a test facility for the beam cooling components (JEDI) at Jefferson Lab's Low Energy Recirculation Facility (LERF) we can address these two key items. COMBINE, which would be the first facility in the world dedicated to measurements of the beam-beam interaction, will cost approximately \$9M, including infrastructure improvements at CAS. It would have wide applications beyond the EIC, even including the Large Hadron Collider in Europe. The JEDI project is somewhat larger at \$16M, and would provide a test-bed for all of the EIC cooling component prototypes, ending in a full-scale prototype of the entire cooling facility. By completing the JEDI project, the world's first circulator ring will be built at LERF and its beam performance measured and quantified. Because the proposal development effort is not part of Jefferson Lab's funded research program, DOE funds cannot be used to support it, so Commonwealth support is required to help with this final step of the competition.

6. HB599 PUBLIC SAFETY FUNDING

The City of Newport News asks that the General Assembly increase HB599 Public Safety funding in the FY 2021 State budget to a baseline that is equal to the amount of the actual revenue growth between FY 2018 and FY 2019, and then that sum should be increased by the official forecast growth figures for FY 2020 and 2021.

The Code of Virginia (§9.1-165, et seq.) provides for financial assistance to localities with

police departments through the "599" program. When passed in 1979, the so-called House Bill 599 was intended to help equalize State funding between jurisdictions with Police Departments and those with Sheriff's Offices who engaged in law enforcement. At the time of the adoption, the Commonwealth pledged to grant localities with Police Departments a sum equal to 30% of their department's costs. This was also funded as a way to discourage annexation of county land by cities, which was previously legal. Although the Code of Virginia sets out a distribution formula for calculating the amounts for eligible localities, in recent years the General Assembly has instead specified in the Appropriations Act that localities' allocations in a given fiscal year are to be based on a standard, across-the-board percentage increase or decrease from the previous fiscal year's allocations. The distribution formula has been superseded by the instructions in the Appropriations Act, resulting in funding levels far below what would occur from calculating HB 599 funds on even the anticipated revenue growth since 2000.

7. FUND STORMWATER LOCAL ASSISTANCE FUND

The City of Newport News supports an allocation of State funding of \$50 million annually for the Stormwater Local Assistance Fund (SLAF). Stormwater management is one of local government's most pressing infrastructure challenges. The SLAF, managed by the Department of Environmental Quality, supports the efforts of local jurisdictions to reduce polluted runoff by providing funding for matching grants. It also provides an effective path forward to improve water quality by maintaining a strong partnership between the Commonwealth and local governments. The SLAF prioritizes cost-effective, low-impact practices and projects which are structured, when possible, to attract additional private investments. From 2014 to 2019, the City of Newport News received SLAF grants totaling almost \$4 million to fund 10 projects. Continued investment in SLAF is needed to assist localities in developing effective stormwater controls on urban lands to reduce the flow of excess nutrients and sediments to local streams, rivers and the Chesapeake Bay.

8. MILITARY COMMUNITY PARTNERSHIP GRANT FUND

The City of Newport News supports the creation in the State budget of a grant program to fund local infrastructure projects deemed to have a positive impact on the military value of installations within the Commonwealth. This funding, along with a percentage match from the requesting municipality, will support local infrastructure projects that improve the

readiness and value of military installations in Virginia and benefit the communities that host them.

In 2016, 13 states, including Florida and Texas, had programs to fund or finance projects that improved the military value of their installations. The creation of a Community Military Partnership Fund sends a clear signal that Virginia values its strong relationship with the military and is willing to support off-base infrastructure improvements that offer “win-win” solutions to both local host communities and military installations. The communities of Hampton Roads collectively support 18 military installations (including two joint bases and the world’s largest Navy base), all 5 branches of the military services, approximately 120,000 active duty, reserve and civilian personnel, over 125,000 military dependents, and over 230,000 veterans. In FY2017 alone, the Department of Defense spent \$46.1 billion in Virginia and directly employed 193,589 people. A vital existing economic driver like the military should be a priority for the Commonwealth’s financial support.

9. OPPOSE LEGISLATION THAT PREEMPTS LOCAL AUTHORITY

The City of Newport News urges the General Assembly to oppose legislation that preempts the authority of localities to determine the regulatory framework that best serves their community. Although Virginia adheres to the Dillon Rule which gives localities only those powers expressly granted by the Commonwealth, it is a generally accepted principle that “what works” in one City or area of Virginia may not work in others. However, there is a persistent trend in recent legislation to remove or restrict local government authority, particularly in the realm of zoning and land use decisions. Such bills are typically drawn without regard for the local impact or unintended consequences that can occur to the health, welfare, and safety of the community. In some cases, compromises have been reached to balance the interests of all concerned. In other cases, the outcry of multiple stakeholders has been insufficient to prevent the blanket application of one-size-fits-all legislation. Newport News welcomes new and innovative technologies and businesses and tries to do so in a way that best serves the community as a whole. The General Assembly should support localities by not enacting legislation that erodes local authority.

10. OPPOSE ELIMINATION OF AND EXEMPTIONS FROM LOCAL REVENUE STREAMS

The City of Newport News urges the General Assembly to reject any legislation that will negatively impact local government revenue streams and/or cause the tax burden to be shifted to the citizens. This includes proposals that exempt developing technologies from current and/or future taxation.

Every year Virginia lawmakers consider the supposed benefits of eliminating business taxes such as BPOL and Machinery and Tool tax. However, these are sources of LOCAL revenue; in Newport News, these two generate approximately 8.5 percent of the City's General Fund. In FY19 the City collected approximately \$23.7 million in Machinery & Tools taxes and \$18 million in BPOL. However, the burden to most businesses is relatively small: two-thirds of Newport News businesses pay a flat fee of either \$30 or \$50, based on their annual gross receipts. Only one-third of the City's businesses pay a tax based on their business activity and the tax rate for that activity. To offset the loss of BPOL and M&T revenue, the City would have to increase the real estate tax rate by a minimum of 26.2 cents. So, in order to compensate for the loss of local business taxes, which cost most businesses \$30 to \$50 annually, a home owner in the City's median home value range of \$180,500 would see increased real estate taxes of about \$470 annually. City residents should not be expected to bear the full burden for the cost of City services, such as public safety and education, which equally benefit residents and businesses. Additionally, legislation that is designed to encourage developing technologies or industries should not include blanket exemptions from local taxation. Lessons learned from previous industries show that the developing science of today can become routine tomorrow. Exemptions erode the future tax base by shifting the burden to what become declining revenue streams.

11. SUPPORT LOCAL AUTHORITY TO PROHIBIT FIREARMS IN PUBLIC BUILDINGS

The City of Newport News supports legislation that will allow, but not require, localities to prohibit firearms in public buildings. All State office buildings prohibit guns and even the General Assembly allows only those with concealed carry permits to bring firearms into the Capitol. Virginia Code section 18.2-283.1 bans firearms and other dangerous weapons in any Courthouse. There are also Federal laws that ban the carrying of firearms on most Federal properties including any building owned, leased or rented by the Federal government. Seemingly, all of these provisions were put in place to protect people from harm. If both

the State and Federal government feel that it is prudent and acceptable to prohibit firearms in some public spaces, the standard for Local government should be the same.

12. SUPPORT LEGISLATION AUTHORIZING EXTREME RISK PROTECTION ORDERS

The City of Newport News urges the General Assembly to enact legislation that will prevent an individual who is in crisis from possessing or purchasing firearms. Extreme Risk Protection Orders allow families and law enforcement to petition a court to suspend access to firearms if there is documented evidence that an individual is threatening to harm themselves or others. However, before an ERPO may be issued, the person is entitled to a full legal hearing. Persons subject to such an order are required to surrender their guns to police and may be barred from buying, selling or possessing firearms for up to one year. Extreme Risk Protection Orders may prevent tragedies such as mass shootings, domestic and family violence, and suicide by allowing those closest to an individual in crisis to take proactive steps to protect them or others. Temporarily limiting access to firearms in times of crisis is a common sense measure that will improve public safety.

13. MODERNIZE COMMUNICATIONS SALES AND USE TAX

The City of Newport News supports amending the Communications Sales and Use Tax (CSUT) to allow taxation of streaming and post-paid calling services. The City also supports increasing the CSUT to the prevailing State tax rate of 5.3 percent. The CSUT was implemented in 2007 and replaced most of the previous State and local taxes and fees on communications services. The 5% tax is generally collected from consumers by their service providers and remitted each month to the Virginia Department of Taxation who then distributes it to localities. The City of Newport News receives approximately \$11 million annually from the CSUT. Since its implementation, revenue each year has generally decreased. The decline may be attributed to the growing popularity of streaming services, which are not subject to the tax, and the exemption for pre-paid calling services. Eliminating these exemptions would not only increase the revenue generated by the tax but would also level the playing field for cable and cell phone service providers. The General Assembly should also consider aligning the CSUT rate, currently 5%, with the State's tax rate of 5.3% - a change which would generate an estimated \$24 million in additional revenue annually.

14. FUND ECONOMIC DEVELOPMENT INCENTIVE AND GRANT PROGRAMS

The City of Newport News asks that the General Assembly increase funding for existing economic development/redevelopment incentive funds such as the Commonwealth's Opportunity Fund, Aid to Local Ports Grant Program, Transportation Partnership Opportunity Fund, and the Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund. These incentives and grant programs play a pivotal role in business attraction, retention, and expansion.

Two programs in particular that have been used frequently and with great success in Newport News are the Enterprise Zone Program and the Virginia Jobs Investment Program (VJIP).

Enterprise Zones—The General Assembly should provide sum-sufficient funding for the Enterprise Zone program. This program creates an improved climate for private sector investment, development and expansion in targeted areas by providing State grants and local tax relief. Two grant-based incentives are available: Job Creation Grants and Real Property Investment Grants. Newport News consistently ranks as one of top Enterprise Zones in the State, regularly placing at or near the top in grant dollars leveraged and total number of qualifying businesses. In the most recent grant year, Newport News businesses received 17 Real Property Improvement Grants totaling approximately \$964,000, which generated over \$18 million in private capital investment in real estate. When the General Assembly fails to provide sufficient program funding, grants are then prorated across the board. In the most recent grant year, grants were funded at 74.5% of the original commitment. This proration significantly impacts the effectiveness of the program. The City of Newport News urges the General Assembly to provide the amount of funding needed to fully honor grant awards and maintain the effectiveness of this important economic development tool.

Virginia Jobs Investment Program (VJIP) - The General Assembly should provide funding of \$5 million for VJIP in each year of the biennium. VJIP provides services and funding to companies creating new jobs or experiencing technological change to reduce the human resource development costs for new companies, expanding companies, and companies retraining their employees. VJIP provides valuable assistance supporting workforce development at the local level and allows flexibility to meet specific needs of businesses. In Newport News alone, companies such as Huntington-Ingalls, Canon Virginia, Continental

Automotive Systems, Liebherr, Printpack, Muhlbauer, Fairlead Boat Works, and Target Flavors have all utilized the program to help meet their workforce needs and facilitate their expansion and growth. Given the competitive labor market in Virginia, it is vitally important that the General Assembly fully fund this program.

15. SUPPORT K-12 EDUCATION FUNDING

Re-benchmarking - Of special interest during this 60-day session, the General Assembly is scheduled to approve a new, two-year budget that will include “re-benchmarking” of public education costs. The re-benchmarked budget represents the State’s cost of continuing the current Direct Aid programs into the next biennium, with updates to the input data used in the funding formulas that determine the cost of the programs. Input data used in the formulas are updated every two years to recognize changes in costs that have occurred over the preceding biennium. The Newport News City Council encourages the General Assembly to fully fund the cost of re-benchmarking

Teacher Pay Raises - Last year the General Assembly approved a \$72.8 million from the General Fund to increase the FY 2020 teacher salary increase funding by 2 percent to a revised 5 percent increase over two years. The State share equals about half of what it costs to provide a pay raise for all NNPS employees, with the rest of the funding made available primarily by reducing funding to other NNPS programs. Despite the increase, salaries of Virginia teachers still lag behind many other states. According to the National Education Association, Virginia ranks 32nd in teacher pay in the nation. And, teachers are paid 21.4% percent less than similarly educated and experienced professionals, according to a recent Economic Policy Institute (EPI) report. In 2017 the General Assembly voted for legislation that established a goal for Virginia teachers to be paid at or above the national average. The Newport News City Council encourages the State to provide additional pay increases and to develop a timeline for reaching the national average on teacher pay.

School Construction Funding - According to a 2018 report by the General Assembly Subcommittee on School Facility Modernization, it will cost \$3 billion to \$4 billion to modernize the State’s schools. With many localities unable to provide adequate school construction funding, school divisions struggling to maintain facilities have been forced to divert money that could be used for student instruction to repairing aging roofs, windows, HVAC systems and more. The addition of \$80 million to the Literary Fund in 2019 for school facilities may erase a backlog of funding requests, but will do little or nothing for the vast

majority of school construction needs. The General Assembly must establish a funding stream for school maintenance and construction in addition to the Literary Fund that will alleviate the burden on localities.

16. RESTORE COMMUNITY SERVICES BOARD BASE BUDGETS

The City of Newport News asks that the General Assembly restore to Community Services Board base budgets \$34M in State general fund dollars taken from CSBs as a result of Medicaid expansion. This includes a total of \$1.8M reduced from Hampton Newport News CSB's State General Grant Funds. The Department of Behavioral Health and Disability Services reduced funds across the 40 community services boards with the expectation that CSBs would generate additional revenue from Medicaid billing due to serving more insured clients; therefore, all CSBs' State general grant funds were reduced to equate to the amount that was predicted to be generated from Medicaid expansion. To date, only a small portion of the additional revenue has been collected, leaving the CSB's with significant budget challenges.

17. HAMPTON ROADS REGIONAL JAIL

As a member jurisdiction of the Hampton Roads Regional Jail, the City of Newport News supports a request for increased funding for healthcare and mental health care in regional jails. Additionally, the City supports HRRJ's request for 20 additional jail officer positions each year for the next 4 years. Both of these requests come in response to negotiations following an investigation of the HRRJ by the US Department of Justice.

18. SUPPORT TRANSPORTATION SAFETY INITIATIVES

The Newport News City Council places a high priority on the safety of its residents and visitors. Given the vast network of roadways in our City and our region, transportation safety initiatives can have a significant positive impact on the overall well-being of the community. The City of Newport News supports these initiatives: (1) enacting a primary enforcement safety belt law by all occupants to include back seat passengers, (2) banning the use of hand held technology while operating a motor vehicle, (3) enhancing penalties for violations of Texting While Driving laws when committed in a school zone or school crossing. The City opposes legislation to allow vehicle loads to exceed the maximum axle

weight limit by 5 percent on locally maintained roads without requiring a super load permit. These positions support the Virginia Department of Transportation's five strategic goals and the U.S. Department of Transportation's six principles for roadway safety.

19. SUPPORT DEDICATED FUNDING FOR TRANSIT

In order to be competitive in the global marketplace, Hampton Roads needs a fully integrated and optimized regional transit system supported by an adequate, sustainable and dedicated revenue stream. The City of Newport News supports the collaborative development of a viable new regional funding model to support priority regional public transit projects. The localities served by Hampton Roads Transit currently fund more than 40% of its cost. Relying on local general fund revenue puts public transit in competition with education and public safety for limited local dollars and makes it difficult to transcend the existing structure of what are often disjointed localized routes. This has resulted in a collection of individual city transit systems rather than a fully integrated regional transit system capable of connecting major employment, retail, education, medical, and tourism destinations seamlessly.



The City of Newport News is a voting member of the Hampton Roads Planning District Commission, the Hampton Roads Transportation Planning Organization, and the Hampton Roads Transportation Accountability Commission. Unless otherwise stated, the City of Newport News supports the legislative agendas of these organizations.

G. Other City Council Actions

3. Resolution Approving the Donation of Two (2) City-Owned Vehicles to Hampton Roads Community Action Program (HRCAP)

ACTION: A REQUEST TO APPROVE A RESOLUTION APPROVING THE DONATION OF TWO (2) CITY-OWNED VEHICLES TO HAMPTON ROADS COMMUNITY ACTION PROGRAM (HRCAP).

BACKGROUND:

- Consistent with the Choice Neighborhood Initiative (CNI) Transformation Plan, the City of Newport News (City) plans to donate two (2) city-owned vehicles, a 2006 and 2007 Chevrolet Malibu, to the Hampton Roads Community Action Program (HRCAP).
- HRCAP staff will utilize the vehicles to support the CNI Transformation Plan, specifically the programmatic and case management needs associated with the People Plan.
- Upon donation, HRCAP will be responsible for all maintenance associated with the vehicles.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Memo to HCC re Donation of Vehicles to HRCAP 11.6.19

rag2081 Approving the Donation of a 2006 and 2007 Chevrolet Malibus to HRCAP

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

November 6, 2019

TO: The Honorable City Council

FROM: City Manager

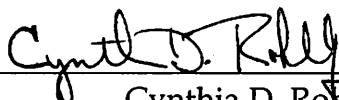
SUBJECT: Donation of Vehicles to Hampton Roads Community Action Program

Consistent with the Choice Neighborhood Initiative (CNI) Transformation Plan, the City of Newport News (City) plans to donate two (2) city-owned vehicles, a 2006 and 2007 Chevrolet Malibu, to the Hampton Roads Community Action Program (HRCAP).

While still roadworthy, the vehicles are approaching the point of being cycled out of the City's motor vehicle fleet due to age and mileage. HRCAP staff will utilize the vehicles to support the CNI Transformation Plan, specifically the programmatic and case management needs associated with the People Plan, for which HRCAP is responsible. Upon Donation, HRCAP will be responsible for all maintenance associated with the vehicles.

City Council is requested to approve the resolution authorizing the Donation of vehicles to HRCAP.

I recommend approval.


Cynthia D. Rohlf

CDR:EPM:jlt

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, APPROVING THE DONATION OF 2006 AND 2007 CHEVROLET MALIBU AUTOMOBILES TO THE HAMPTON ROADS COMMUNITY ACTION PROGRAM.

WHEREAS, on May 13, 2019, the United States Department of Housing and Urban Development (“HUD”) announced the award of a \$30,000,000 Choice Neighborhoods Implementation Grant to the Newport News Redevelopment and Housing Authority (“NNRHA”) and the City of Newport News, Virginia (“City”) for their jointly-prepared Choice Neighborhood Initiative (CNI) Transformation Plan; and

WHEREAS, award of the CNI grant and the CNI process leverages public and private investments and partnerships with a range of community stakeholders to bring together financial and human resources to support and sustain transformation of the Marshall-Ridley Choice Neighborhood (“Marshall-Ridley”); and

WHEREAS, the Hampton Roads Community Action Program (HRCAP), a nonprofit community action agency, is the People Plan Lead for implementation of the CNI Transformation Plan and has requested that the City donate two of its older vehicles to help support efforts of the said Plan and other programmatic needs to further the work of maximizing opportunities for the Marshall-Ridley residents; and

WHEREAS, HRCAP case workers serving the residents of Marshall-Ridley will utilize the requested vehicles in the implementation of the CNI Transformation Plan; and

WHEREAS, pursuant to Va. Code Section 15.2-953.B (vi) the City may make donations of personal property to any nonprofit organization furnishing services to beautify and maintain communities or to prevent neighborhood deterioration, in compliance with the dictates of the said statute.

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

1. That in accordance with Va. Code Section 15.2-953.B (vi) it desires to, and hereby does, donate 2006 and 2007 Chevrolet Malibu automobiles (Vehicle Identification Nos. 1G1ZS51806F254017 and 1G1ZS58N67F177375 respectively) to the Hampton Roads Community Action Program.
2. That the donated vehicles shall in no way be warranted by the City and shall be donated in “as is” condition.

3. That this resolution shall be in effect on and after the date of its adoption, November 12, 2019.

G. Other City Council Actions

4. Resolution Approving the Donation of One (1) City-Owned Vehicle to Newport News Redevelopment and Housing Authority (NNRHA)

ACTION: A REQUEST TO APPROVE A RESOLUTION APPROVING THE DONATION OF ONE (1) CITY-OWNED VEHICLE TO NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY (NNRHA).

BACKGROUND:

- Consistent with the Choice Neighborhood Initiative (CNI) Transformation Plan, the City of Newport News (City) plans to donate one (1) city-owned vehicle, a 2008 Ford Fusion, to the Newport News Redevelopment Housing Authority (NNRHA).
- NNRHA staff will utilize the vehicle to support the CNI Transformation Plan, specifically the resident relocation needs associated with the Housing Plan.
- Upon donation, NNRHA will be responsible for all maintenance associated with the vehicle.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Memo to HCC re Donation of Vehicles to NNRHA 11.6.19
rag2082 Approving a Donation of 2008 Ford Fusion to NNRHA

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

November 6, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Donation of Vehicles to Newport News Redevelopment and Housing Authority

Consistent with the Choice Neighborhood Initiative (CNI) Transformation Plan, the City of Newport News (City) plans to donate one (1) city-owned vehicle, a 2008 Ford Fusion, to the Newport News Redevelopment and Housing Authority (NNRHA).

While still roadworthy, the vehicle is approaching the point of being cycled out of the City's motor vehicle fleet due to age and mileage. NNRHA staff will utilize the vehicle to support the CNI Transformation Plan, specifically the resident relocation needs associated with the Housing Plan, for which NNRHA is responsible. Upon donation, NNRHA will be responsible for all maintenance associated with the vehicle.

City Council is requested to approve the resolution authorizing the donation of vehicle to NNRHA.

I recommend approval.



Cynthia D. Rohlf

CDR:EPM:jlt

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, APPROVING THE DONATION OF A 2008 FORD FUSION AUTOMOBILE TO THE NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY.

WHEREAS, on May 13, 2019, the United States Department of Housing and Urban Development (“HUD”) announced the award of a \$30,000,000 Choice Neighborhoods Implementation Grant to the Newport News Redevelopment and Housing Authority (“NNRHA”) and the City of Newport News, Virginia (“City”) for their jointly-prepared Choice Neighborhood Initiative (CNI) Transformation Plan; and

WHEREAS, award of the CNI grant and the CNI process leverages public and private investments and partnerships with a range of community stakeholders to bring together financial and human resources to support and sustain transformation of the Marshall-Ridley Choice Neighborhood (“Marshall-Ridley”); and

WHEREAS, the NNRHA is the nonprofit redevelopment arm for the City and, as its partner in the CNI process, the NNRHA’s role in assisting residents in the provision of housing and other services is crucial for implementation of the CNI Transformation Plan; and

WHEREAS, the NNRHA has requested that the City donate one of its older vehicles to help support implementation of the CNI Transformation Plan and other programmatic needs to further the work of maximizing opportunities for the Marshall-Ridley residents; and

WHEREAS, pursuant to Va. Code Section 15.2-953.B (vi) the City may make donations of personal property to any nonprofit organization furnishing services to beautify and maintain communities or to prevent neighborhood deterioration, in compliance with the dictates of the said statute.

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

1. That in accordance with Va. Code Section 15.2-953.B (vi) it desires to, and hereby does, donate a 2008 Ford Fusion automobile (Vehicle Identification No. 3FAHP06Z08R194065) to the Newport News Redevelopment and Housing Authority.

2. That the donated vehicles shall in no way be warranted by the City and shall be donated in “as is” condition.

3. That this resolution shall be in effect on and after the date of its adoption, November 12, 2019.

G. Other City Council Actions

5. Resolution On the Issuance of Up to \$52,000,000 of Revenue Bonds By the Industrial Development Authority (IDA) of the City of Newport News, Virginia For the Benefit of Christopher Newport University Real Estate Foundation

ACTION: A REQUEST TO APPROVE A RESOLUTION ON THE ISSUANCE OF UP TO \$52,000,000 OF REVENUE BONDS BY THE INDUSTRIAL DEVELOPMENT AUTHORITY (IDA) OF THE CITY OF NEWPORT NEWS, VIRGINIA FOR THE BENEFIT OF THE CHRISTOPHER NEWPORT UNIVERSITY REAL ESTATE FOUNDATION.

BACKGROUND:

- The Christopher Newport University Real Estate Foundation and certain affiliates (the Foundation and Affiliates) have requested that the Industrial Development Authority of the City of Newport News, Virginia (IDA) issue Bonds to undertake the following projects:
 1. Demolition of the former SunTrust building at 301 Hiden Boulevard, in conjunction with the design, construction, and equipping of a new administration building;
 2. Demolition of Barclay Apartments at 414 University Place, in conjunction with the design, construction, and equipping of new student housing; and
 3. Refinancing of existing Bonds originally issued for the construction and equipping of CNU Village Apartments to improve interest rate and terms.
- The IDA held the necessary Public Hearing at its October 4, 2019 meeting and adopted IDA Resolution 19-2, approving the issuance of the IDA Bonds.
- The IDA is recommending that City Council approve the issuance of the IDA Bonds and provide the required jurisdictional approval.
- The City Manager recommends that City Council provide jurisdictional approval of the IDA's issuance of its Tax-exempt Revenue Bonds, in an amount not to exceed \$52,000,000, for the benefit of the Foundation and Affiliates.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Memo to HCC re IDA Revenue Bonds - Christopher Newport University 11.6.19

Attachment 1 - Public Hearing Notice

Attachment 2 - IDA Resolution 19-2

Attachment 3 - Excerpt of IDA Minutes

Attachment 4 - Fiscal Impact Statement \$14,000,000

Attachment 5 - Fiscal Impact Statement \$16,000,000

Attachment 6 - Fiscal Impact Statement \$22,000,000

rag2075 Approving Issuance of IDA Bonds for CNU Real Estate Foundation

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

November 6, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Industrial Development Authority Revenue Bonds – Christopher Newport University

Christopher Newport University (CNU) Real Estate Foundation has requested that the Industrial Development Authority (IDA) issue its Revenue Bonds in the approximate amount of \$52,000,000 (Bonds) for the benefit of CNU Real Estate Foundation and certain affiliates (the Foundation and Affiliates). The proceeds of the Bonds will be utilized in the following manner for the collective projects below:

(1) To finance (A) the demolition of the CNU North Building (formerly the CNU/SunTrust Building, which is owned by the Foundation and located at 301 Hiden Boulevard), (B) the design, construction and equipping of a park at the site, (C) the design, equipping and construction of a new approximately 4-story administration building (to be located at 359 Hiden Boulevard) for the Foundation and Christopher Newport University (the University), and (D) the demolition of the existing United States Post Office building located at 350 Hiden Boulevard. The new building will be leased to the University.

(2) To finance the demolition of the Barclay Apartments (which are owned by CNU Barclays LLC, a Virginia limited liability company, and located at 414 University Place) and the design, equipping and construction of a new approximately 4-story apartment building for student housing by the University (to be located on the same site) also expected to be owned by CNU Barclays LLC.

(3) To (A) refinance the existing IDA's Revenue Bonds (CNU Warwick LLC Student Apartments Project), Series 2004, originally issued to finance the construction of the CNU Village Apartments (the Village Apartments) (which are owned by CNU Warwick, LLC, a Virginia limited liability company, and located at 12345, 12352, 12366, 12368, and 12372 Warwick Boulevard, and 410 and 412 University Place) and used as student housing by the University and (B) finance the design, construction, renovation or


replacement of the roof at the Village Apartments and other improvements.

Since the proceeds of the Bonds will be utilized for projects located in Newport News, the Internal Revenue Code requires a public hearing, which was held at the IDA Board of Directors meeting on October 4, 2019, where a Resolution was adopted recommending that City Council approve the issuance of the Bonds. Information provided by the Foundation and Affiliates adequately demonstrated that the financing or refinancing of the projects would benefit the inhabitants of the Commonwealth, including the residents of the City of Newport News. City Council is required to take public action to consider providing jurisdictional approval of the Bond issuance. A copy of the Notice of Public Hearing, executed IDA Resolution 19-2, Excerpt of Minutes from the IDA's Public Hearing held on October 4, 2019 and executed Fiscal Impact Statements are attached for your convenience of reference.

The approval of the Bonds and the IDA's issuance of the Bonds for the benefit of the Foundation and Affiliates does not constitute an endorsement to any prospective purchaser of the Bonds of the creditworthiness of the projects or the Foundation and Affiliates or any person, and the Bonds shall provide that neither the City nor the IDA shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from funds and properties pledged therefore and neither the faith or credit nor the taxing power of the Commonwealth of Virginia, IDA or the City shall be pledged thereto.

In order to assist the Foundation and Affiliates, the IDA recommends that City Council approve the IDA's issuance of the Bonds, and provide jurisdictional approval, as required by statute and the Internal Revenue Code.

I recommend approval.


Cynthia D. Röhlf

CDR:tfw

Attachments (6)

cc: Alonzo R. Bell Jr., Chair, Industrial Development Authority
Florence G. Kingston, Director, Department of Development

DAILY PRESS MEDIA GROUP

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS

6449060

This day, personally appeared before me, George Hunt, and made oath as follows:

1. He/She is employed in the Office Services Department of the Daily Press, LLC., a newspaper publishing company in the City of Newport News, Virginia.
2. The annexed advertisement of Order No. 6449060 was published for 2 insertion(s) in the Daily Press on the following dates:

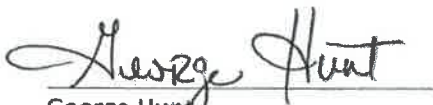
Sep 20, 2019; Sep 27, 2019

Sold To:

McGuireWoods LLP - CU80063108
Gateway Plaza 800 E Canal St
Richmond, VA 23219-3956

Bill To:

McGuireWoods LLP - CU80063108
Gateway Plaza 800 E Canal St
Richmond, VA 23219-3956


George Hunt

9/27/2019

Date

Subscribed and sworn to before me:

This 27 day of September 20 19,

My commission expires: March 31, 2023


Signature of Notary Public

Registration Number: 7821879



NOTICE OF PUBLIC HEARING TO BE HELD BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA FOR THE BENEFIT OF CHRISTOPHER NEWPORT UNIVERSITY REAL ESTATE FOUNDATION

Notice is hereby given that the Industrial Development Authority of the City of Newport News, Virginia (the "Authority"), whose address is 2400 Washington Avenue, 2nd Floor, Newport News, Virginia, will hold a public hearing on the application of Christopher Newport University Real Estate Foundation (the "Foundation"), whose principal place of business is 1 Avenue of the Arts, Newport News, Virginia.

The Foundation has requested, on behalf of itself and certain affiliates identified below, that the Authority issue up to \$52,000,000 of the Authority's revenue bonds (the "Bonds") in one or more series and on more than one occasion to finance and reimburse the costs associated with the projects (each a "Project" and collectively, the "Projects") identified below. The Foundation is a Virginia nonstock corporation. Each of the affiliates identified below is a wholly-owned subsidiary of the Foundation, with the same principal place of business as the Foundation. The Bonds are expected to be qualified 501(c)(3) bonds for purposes of the Internal Revenue Code (the "Code").

The Authority will loan the proceeds of the Bonds to, or on behalf of, the Foundation.

(1) To finance (A) the demolition of the CNU North Building (formerly the CNU SunTrust Building, which is owned by the Foundation and located at 301 Helen Boulevard, Newport News, Virginia), (B) the design, construction and equipping of a park at the site, (C) the design, equipping and construction of a new, approximately 4-story administration building (to be located at 353 Helen Boulevard, Newport News, Virginia) for the Foundation and Christopher Newport University (the "University"), and (D) the demolition of the existing United States Post Office building located at 350 Helen Boulevard. The new building will be leased to the University. The maximum principal amount of Bonds expected to be issued for this Project is \$16,000,000.

(2) To finance the demolition of the Barclay Apartments (which is owned by CNU Barclays LLC, a Virginia limited liability company, and located at 414 University Place, Newport News, Virginia) and the design, equipping and construction of a new, approximately 4-story apartment building for student housing by the University (to be located on the same site) also expected to be owned by CNU Barclays LLC. The maximum principal amount of Bonds expected to be issued for this Project is \$14,000,000.

(3) To (A) reimburse the existing Industrial Development Authority of the City of Newport News, Virginia Revenue Bonds (CNU Warwick LLC Student Apartments Project), Series 2004, originally issued to finance the construction of the CNU Village Apartments (the "Village Apartments") which are owned by CNU Warwick LLC, a Virginia limited liability company, and located at 12345, 12352, 12366, 12368, and 12372 Warwick Boulevard, Newport News, Virginia and 410 and 412 University Place, Newport News, Virginia) and used as student housing by the University and (B) finance the design, construction, renovation or replacement of the roof at the Village Apartments and other improvements. The maximum principal amount of Bonds expected to be issued for this Project is \$22,000,000.

(4) To finance, if and as needed, capitalized interest on the Bonds and costs of insurance related to the issuance of the Bonds, working capital, routine capital expenditures of the Projects described above and other related costs.

The Bonds shall be limited obligations of the Authority as set forth in the enabling act thereto and shall not state such limitation on their face. The Bonds will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia (the "Commonwealth") or any political subdivision thereof, including the Authority and the City of Newport News (the "City"). Neither the Commonwealth nor any political subdivision thereof, including the Authority and the City, shall be obligated to pay the Bonds, or the interest thereon, or the costs incident thereto, except from the revenues and monies received from or on behalf of the Foundation and pledged thereto, and neither the faith and credit nor the taxing power of the Commonwealth nor any political subdivision thereof, including the Authority and the City, will be pledged to the payment of the principal or interest on such Bonds or other costs incident thereto. The Bonds shall be nonrecourse to the Authority.

The public hearing which may be continued or adjourned, will be held at 8:00 a.m. on October 4, 2019, before the Authority at Two City Center, 11600 Fountain View, Suite 201, Newport News, Virginia 23505. Any person interested in the issuance of the Bonds or the location or nature of the financed and refinanced projects may appear at the hearing and present his or her views. Information regarding the Foundation's request is on file and is open for inspection at the Authority's office at the address noted in the first paragraph, during business hours.

Industrial Development Authority
of the City of Newport News, Virginia

9/20, 9/27/2019 6449060



RESOLUTION NO. 19-2

RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA PROVIDING INITIAL APPROVAL OF THE ISSUANCE OF UP TO \$52,000,000 OF REVENUE BONDS FOR THE BENEFIT OF CHRISTOPHER NEWPORT UNIVERSITY REAL ESTATE FOUNDATION

A. The Industrial Development Authority of the City of Newport News, Virginia (the "Authority"), is empowered by the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to issue its revenue bonds to finance or refinance the construction and equipping of facilities for use by organizations (other than institutions organized and operated exclusively for religious purposes) that are described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), to reduce the costs to residents of the Commonwealth of Virginia (the "Commonwealth") of utilizing such facilities.

B. The Authority has received a request from Christopher Newport University Real Estate Foundation (the "Foundation"), on behalf of itself and certain affiliates identified below, to issue its revenue bonds, in one or more series at one time or from time to time, to provide funds to the Foundation to finance and refinance the costs associated with the projects (each a "Project" and collectively, the "Projects") identified below.

C. The Authority will loan the proceeds of the revenue bonds to, or on behalf of, the Foundation:

(1) to finance (A) the demolition of the CNU North Building (formerly the CNU/SunTrust Building, which is owned by the Foundation and located at 301 Hiden Boulevard, Newport News, Virginia), (B) the design, construction and equipping of a park at the site, (C) the design, equipping and construction of a new approximately 4-story administration building (to be located at 359 Hiden Boulevard, Newport News, Virginia) for the Foundation and Christopher Newport University (the "University"), and (D) the demolition of the existing United States Post Office building located at 350 Hiden Boulevard. The new building will be leased to the University;

(2) to finance the demolition of the Barclay Apartments (which are owned by CNU Barclays LLC, a Virginia limited liability company, and located at 414 University Place, Newport News, Virginia) and the design, equipping and construction of a new approximately 4-story apartment building for student housing by the University (to be located on the same site) also expected to be owned by CNU Barclays LLC;

(3) to (A) refinance the existing Authority's Revenue Bonds (CNU Warwick LLC Student Apartments Project), Series 2004, originally issued to finance the construction of the CNU Village Apartments (the "Village Apartments") (which are owned by CNU Warwick, LLC, a Virginia limited liability company, and located at 12345, 12352, 12366, 12368, and 12372 Warwick Boulevard, Newport News, Virginia, and 410 and 412 University Place, Newport News, Virginia) and used as student housing by the University and (B) finance the design, construction, renovation or replacement of the roof at the Village Apartments and other improvements; and

(4) to finance, if and as needed, capitalized interest on the bonds and costs of issuance related to the issuance of the bonds, working capital, routine capital expenditures at the Projects described above and other related costs.

D. Preliminary plans for the financing of the Projects have been described to the Authority and a public hearing has been held as required by Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended;

E. The Foundation has represented that the estimated cost of undertaking the financing of the Projects will require an issue of revenue bonds, in one or more series at one time or from time to time, in the aggregate principal amount not to exceed \$52,000,000;

F. (1) No Director of the Authority is an officer or employee of the Foundation or any affiliate or the City of Newport News, Virginia, (2) each Director has, before entering upon his or her duties during his or her present term of office, taken and subscribed to the oath prescribed by Section 49-1 of the Code of Virginia of 1950, as amended and (3) at the time of their appointments and at all times thereafter, including the date hereof, all of the Directors have satisfied the residency requirements of the Act.

G. No Director of the Authority has any personal interest or business interest in the Foundation or any affiliate, the revenue bonds described above, or any of the transactions contemplated therein or has otherwise engaged in conduct prohibited under the Conflict of Interests Act, Chapter 31, Title 2.2 of the Code of Virginia of 1950, as amended, in connection with this resolution or any other official action of the Authority in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA:

1. It is hereby found and determined that the financing of the Projects will be in the public interest and will promote the commerce, safety, health, welfare, convenience or prosperity of the Commonwealth, the City of Newport News, Virginia (the "City"), and their citizens and in particular will promote the reduction of the costs to residents of the Commonwealth of utilizing the Foundation facilities.

2. The Authority hereby agrees to assist the Foundation in undertaking the financing of the Projects by issuing its revenue bonds, in one or more series at one time or from time to time, in an aggregate principal amount not to exceed \$52,000,000 upon terms and conditions mutually agreeable to the Authority and the Foundation. The bonds will be issued pursuant to documents satisfactory to the Authority. The bonds may be issued in one or more series at one time or from time to time.

3. It having been represented to the Authority that it is necessary to proceed immediately with the financing of the Projects, and the planning therefor, the Authority agrees that the Foundation may proceed with the financing of the Projects, enter into contracts for land, construction, materials and equipment for the Projects, and take such other steps as it may deem appropriate in connection with the financing of the Projects, provided, however, that nothing in this resolution shall be deemed to authorize the Foundation to obligate the Authority without its consent to the payment of any moneys or the performance of any acts in connection with the

financing of the Projects. The Authority agrees that the Foundation may be reimbursed from the proceeds of the bonds for all expenditures and costs so incurred by it, provided such expenditures and costs are properly reimbursable under the Act and applicable federal laws.

4. At the request of the Foundation, the Authority approves McGuireWoods LLP, Richmond, Virginia, as Bond Counsel in connection with the issuance of the bonds.

5. All costs and expenses in connection with the undertaking of the financing of the Projects, including the fees and expenses of Bond Counsel and Authority Counsel, shall be paid by the Foundation or, to the extent permitted by applicable law, from the proceeds of the bonds. If for any reason such bonds are not issued, it is understood that all such expenses shall be paid by the Foundation and that the Authority shall have no responsibility therefor.

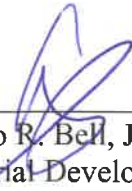
6. The Authority recommends that the City Council of the City of Newport News, Virginia (the "City Council") approve the issuance of the bonds and concurs in this resolution (as applicable) for the purpose of undertaking the financing of the Projects.

7. No bonds may be issued until such time as the issuance of the bonds has been approved by the City Council.


8. The approval of the issuance of the revenue bonds does not constitute an endorsement to a prospective purchaser of the revenue bonds of the creditworthiness of the financing of the Projects, the Foundation or any affiliate. The revenue bonds will not constitute a debt or pledge of the faith and credit of the Commonwealth or any political subdivision thereof, including the Authority and the City. Neither the Commonwealth nor any political subdivision thereof, including the Authority and the City, shall be obligated to pay the revenue bonds, or the interest thereon, or the costs incident thereto, except from the revenues and monies received from, or on behalf of, the Foundation and pledged therefor, and neither the faith and credit nor the taxing power of the Commonwealth nor any political subdivision thereof, including the Authority and the City, will be pledged to the payment of the principal of or interest on such revenue bonds or other costs incident thereto. The revenue bonds shall be limited obligations of the Authority as set forth in the Act and shall so state such limitation on their face. The revenue bonds shall be nonrecourse to the Authority.

9. This resolution shall be effective immediately.

10. The authorizations granted in this resolution shall continue in full force and effect for a period of two years after adoption, or such other period authorized by law, unless specifically extended by the Authority.



Alonzo R. Bell, Jr., Chair
Industrial Development Authority of
the City of Newport News, Virginia



Florence G. Kingston, Secretary/Treasurer
Industrial Development Authority of
the City of Newport News, Virginia

The undersigned hereby certifies that the above resolution was duly adopted by a majority of the directors of the Industrial Development Authority of the City of Newport News, Virginia, at a meeting duly called and held on October 4, 2019, and that such resolution is in full force and effect on the date hereof.

Dated: October 4, 2019

**INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF NEWPORT NEWS,
VIRGINIA**

[SEAL]



Florence G. Kingston, Secretary/Treasurer

(EXCERPT OF MINUTES)

**EXCERPT OF MINUTES OF THE REGULAR MEETING OF
THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT
NEWS, VIRGINIA AND THE ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF NEWPORT NEWS, VIRGINIA**

October 4, 2019

Chairman Bell called the meeting to order at 8:00 a.m. on Friday, October 4, 2019 in the EDA/IDA Board Room at Two City Center, 11820 Fountain Way, Suite 301, Newport News, Virginia.

Those Board members present were:

Alonzo R. Bell, Jr., Chair
Jennifer Smith-Brown, Vice Chair
Mary Aldrich
Cassandra P. Greene
C. Gary Minter
Jonathan Skinner
Jeffrey Verhoef
Florence G. Kingston, Secretary/Treasurer, ex-officio
Cynthia D. Rohlf, City Manager, ex-officio

Legal Counsel:

Raymond H. Suttle, Jr., Esquire
Conway H. Sheild, III

Staff:

Cherry Croushore, Assistant Secretary
Kearston Milburn, Recording Secretary

Also present:

Anne Curtis Saunders, McGuireWoods LLP, Bond Counsel
Douglas Hornsby, Esq., CEO of Christopher Newport University Real Estate
Foundation

Chairman Bell stated that a Public Hearing was being held for the purpose of receiving comments on a proposed Bond Issuance of up to \$52,000,000 by the Industrial Development Authority of the City of Newport News, Virginia (Authority) for the benefit of Christopher Newport University Real Estate Foundation and certain affiliates to facilitate the financing or refinancing of the costs associated with three (3) projects:

- The demolition of the former SunTrust building at 301 Hiden Boulevard, in conjunction with the design, construction and equipping of a new administration building;
- The demolition of Barclay Apartments at 414 University Place, in conjunction with the design, construction and equipping of new student housing; and
- The refinance of existing bonds originally issued for the construction and equipping of CNU Village Apartments to improve interest rate and terms

He stated that this Public Hearing was advertised in the Daily Press on two consecutive Fridays, September 20, 2019 and Friday, September 27, 2019.

Mr. Bell called on Ms. Anne Curtis Saunders with McGuireWoods LLP, Bond Counsel for the project, to provide opening comments regarding the proposed bond issuance.

Ms. Saunders briefly highlighted the plan of finance or refinance described in the resolution.

Upon completion of comments by Ms. Saunders, Mr. Bell asked if there were any questions from the Board or comments from the public. No members of the public spoke in opposition.

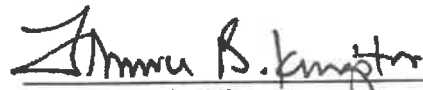
Mrs. Kingston provided a reminder to the Board that the bonds were conduit debt to the IDA and that the matter would go before City Council for jurisdictional approval at the November 12, 2019 City Council meeting.

Mr. Bell asked for a motion to close the Public Hearing. Mr. Minter so moved and Mr. Verhoef seconded the motion, which passed unanimously on a roll call vote.

Mr. Bell asked for a motion approving IDA Resolution Number 19-2, as presented. Mr. Minter so moved and Mrs. Greene seconded the motion, which passed unanimously on a roll call vote.

Excerpt-Christopher Newport University Real Estate Foundation \$52,000,000 Bond Request
IDA/EDA Regular Board Meeting
October 4, 2019
Page 3

The undersigned Secretary/Treasurer of the Authority certifies that an advertised public hearing took place at the Authority's duly called and held meeting on October 4, 2019, a quorum of the members of the Authority was present at all times and all information contained in this Excerpt of Minutes is true and correct.

A handwritten signature in dark ink, appearing to read "Florence G. Kingston", is written over a horizontal line.

Florence G. Kingston
Secretary/Treasurer

FISCAL IMPACT STATEMENT FOR PROPOSED REVENUE BOND FINANCING

Date Tuesday, September 17, 2019

To the Industrial Development Authority of the City of Newport News, Virginia:

Applicant: Christopher Newport University Real Estate Foundation
Facility: Issuance of tax-exempt bonds to fund demolition of Barclay Apartments and construct new student housing

1. Maximum amount of financing sought **\$14,000,000**
2. Estimated increase of taxable value of the real property over existing value due to this project

***Prior to demolition the City valued the project at \$1,956,000.
The cost of new construction is \$11,093,577¹***

3. Estimated increase in real property tax per year using present tax rates due to this project *see above*
4. *Estimated increase in personal property tax per year using present tax rates due to this project *not applicable*
5. **Estimated increase in machinery and tool tax per year using present tax rates due to this project *not applicable*
6. Estimated dollar value per year of goods and services that will be purchased locally

The University maintains the facility and must comply with State Procurement Regulations, many, but not of which goods and services may be purchased locally.

7. Estimated number of new employees on year-round basis

Existing University Housing staff will continue to maintain the building, but it is probable 1 or 2 new staff will be need.

8. Average annual salary for new employees **\$52,000 (2 at \$26,000)**

If one or more of the above questions do not apply to the facility, indicate by writing N/A (not applicable) on the appropriate line.

The information contained in this Statement is based solely on facts and estimates provided by the Applicant, and the Authority has made no independent investigation with respect thereto

¹ the Applicant pays a fixed amount of real estate taxes to the city of Newport News for its properties held or used for University purposes. The addition of this project will not increase or decrease the tax paid.



CHAIRMAN,
INDUSTRIAL DEVELOPMENT AUTHORITY OF
THE CITY OF NEWPORT NEWS, VIRGINIA

- * Personal property includes all business equipment used in business that is not inventory
- ** Applicable to manufacturers only.

FISCAL IMPACT STATEMENT FOR PROPOSED REVENUE BOND FINANCING

Date Tuesday, September 17, 2019

To the Industrial Development Authority of the City of Newport News, Virginia:

Applicant: Christopher Newport University Real Estate Foundation
Facility: Issuance of tax-exempt bonds to fund New Administration building

1. Maximum amount of financing sought \$16,000,000
2. Estimated increase of taxable value of the real property over existing value due to this project

Prior to demolition the City valued the USPS building at \$504,000 land and \$773,900 building for a total of \$1,306,800. In the recent past, the City valued CNU North at over \$2M. The cost of the new project, including construction is \$14,400,271¹

3. Estimated increase in real property tax per year using present tax rates due to this project see above
4. *Estimated increase in personal property tax per year using present tax rates due to this project not applicable
5. **Estimated increase in machinery and tool tax per year using present tax rates due to this project not applicable
6. Estimated dollar value per year of goods and services that will be purchased locally

The University traditionally maintains each new facility at its expense. The University must comply with State Procurement Regulations, many, but not of which goods and services may be purchased locally.

7. Estimated number of new employees on year-round basis

Existing University Housing staff will continue to maintain the building, but it is probable 3 or more new staff will be need for maintenance and grounds.

8. Average annual salary for new employees \$130,000 (5 at \$26,000)

If one or more of the above questions do not apply to the facility, indicate by writing N/A (not applicable) on the appropriate line.

The information contained in this Statement is based solely on facts and estimates provided by the Applicant, and the Authority has made no independent investigation with respect thereto

¹ the Applicant pays a fixed amount of real estate taxes to the city of Newport News for its properties held or used for University purposes. The addition of this project will not increase or decrease the tax paid.



CHAIRMAN,
INDUSTRIAL DEVELOPMENT AUTHORITY OF
THE CITY OF NEWPORT NEWS, VIRGINIA

- * Personal property includes all business equipment used in business that is not inventory
- ** Applicable to manufacturers only.

FISCAL IMPACT STATEMENT FOR PROPOSED REVENUE BOND FINANCING

Date Tuesday, September 17, 2019

To the Industrial Development Authority of the City of Newport News, Virginia:

Applicant: Christopher Newport University Real Estate Foundation
Facility: Refunding of existing tax-exempt bonds to lower risk and obtain more attractive interest rates and terms

1. Maximum amount of financing sought \$22,000,000
2. Estimated increase of taxable value of the real property over existing value due to this project

The City values the project at \$31,856,000 land and building for tax assessment purposes, exclusive of the \$2,300,000 anticipated roof shingle repair¹.

3. Estimated increase in real property tax per year using present tax rates due to this project see above
4. *Estimated increase in personal property tax per year using present tax rates due to this project not applicable
5. **Estimated increase in machinery and tool tax per year using present tax rates due to this project not applicable
6. Estimated dollar value per year of goods and services that will be purchased locally

The University maintains this student housing facility at its expense. The University must comply with State Procurement Regulations, many, but not of which goods and services may be purchased locally.

7. Estimated number of new employees on year-round basis

Existing University Housing staff will continue to maintain the building,

8. Average annual salary for new employees not applicable
(other than during shingle replacement)

If one or more of the above questions do not apply to the facility, indicate by writing N/A (not applicable) on the appropriate line.

The information contained in this Statement is based solely on facts and estimates provided by the Applicant, and the Authority has made no independent investigation with respect thereto

¹ the Applicant pays a fixed amount of real estate taxes to the city of Newport News for its properties held or used for University purposes. The addition of this project will not increase or decrease the tax paid.



CHAIRMAN,
INDUSTRIAL DEVELOPMENT AUTHORITY OF
THE CITY OF NEWPORT NEWS, VIRGINIA

- * Personal property includes all business equipment used in business that is not inventory
- ** Applicable to manufacturers only.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, ON THE ISSUANCE OF UP TO \$52,000,000 OF REVENUE BONDS BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA FOR THE BENEFIT OF CHRISTOPHER NEWPORT UNIVERSITY REAL ESTATE FOUNDATION

WHEREAS, the Industrial Development Authority of the City of Newport News, Virginia (the "Authority") has approved the application of Christopher Newport University Real Estate Foundation (the "Foundation"), a Virginia nonstock corporation, on behalf of itself and certain affiliates identified below, requesting that the Authority issue up to \$52,000,000 of its revenue bonds in one or more series at one time or from time to time (the "Bonds") and loan the proceeds of the Bonds to, or on behalf of, the Foundation to provide funds to the Foundation to finance and refinance the costs associated with the projects (each a "Project" and collectively, the "Projects") identified below; and

WHEREAS, the proceeds of the Bonds will be used:

(1) to finance (A) the demolition of the CNU North Building (formerly the CNU/SunTrust Building, which is owned by the Foundation and located at 301 Hiden Boulevard, Newport News, Virginia), (B) the design, construction and equipping of a park at the site, (C) the design, equipping and construction of a new approximately 4-story administration building (to be located at 359 Hiden Boulevard, Newport News, Virginia) for the Foundation and Christopher Newport University (the "University"), and (D) the demolition of the existing United States Post Office building located at 350 Hiden Boulevard. The new building will be leased to the University;

(2) to finance the demolition of the Barclay Apartments (which are owned by CNU Barclay, LLC, a Virginia limited liability company, and located at 414 University Place, Newport News, Virginia) and the design, equipping and construction of a new approximately 4-story apartment building for student housing by the University (to be located on the same site) also expected to be owned by CNU Barclay, LLC;

(3) to (A) refinance the existing Authority's Revenue Bonds (CNU Warwick LLC Student Apartments Project), Series 2004, originally issued to finance the construction of the CNU Village Apartments (the "Village Apartments") (which are owned by CNU Warwick, LLC, a Virginia limited liability company, and located at 12345, 12352, 12366, 12368, and 12372 Warwick Boulevard, Newport News, Virginia, and 410 and 412 University Place, Newport News, Virginia) and used as student housing by the University and (B) finance the design, construction, renovation or replacement of the roof at the Village Apartments and other improvements; and

(4) to finance, if and as needed, capitalized interest on the Bonds and the cost of issuance related to the issuance of the Bonds, working capital, routine capital expenditures at the Projects described above and other related costs.

WHEREAS, the Authority held a public hearing regarding these matters on October 4, 2019; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of the bonds and Section 15.2-4906 of the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), sets forth the procedure for such approval; and

WHEREAS, the Authority issues its bonds on behalf of the City of Newport News, Virginia (the "City"), the facilities to be financed and refinanced with the proceeds of the Bonds are located in the City and the City Council of the City of Newport News, Virginia (the "Council"), constitutes the highest elected governmental unit of the City; and

WHEREAS, the Authority has recommended that the Council approve the financing of the Projects and the issuance of the Bonds; and

WHEREAS, a copy of the Authority's inducement resolution providing initial approval of the Bonds, subject to the terms to be agreed upon, a certificate of the public hearing and a Fiscal Impact Statement have been filed with the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA:

1. The Council approves the issuance of the Bonds, in an aggregate principal amount up to \$52,000,000, by the Authority for the benefit of the Foundation and the affiliates, solely to the extent required by Section 147(f) of the Code and Section 15.2-4906 of the Act, to permit the Authority to assist in accomplishing the financing of the Projects.

2. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the financing of the Projects, the Foundation or its affiliates. In accordance with Section 15.2-4909 of the Act, the Bonds shall not be deemed to constitute a debt or a pledge of the faith and credit or taxing power of the Commonwealth of Virginia or any political subdivision thereof, including the Authority and the City. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the Authority and the City, shall be obligated to pay the Bonds, or the interest thereon, or the costs incident thereto, except from the revenues and monies received from, or on behalf of, the Foundation and pledged therefore, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia nor any political subdivision thereof, including the Authority and the City, will be pledged to the payment of the principal of or interest on the Bonds or other costs

incident thereto. The Bonds shall be limited obligations of the Authority as set forth in the Act and shall so state such limitation on their face. The Bonds shall be nonrecourse to the Authority.

3. The City, including its elected representatives, officers, employees and agents, shall not be liable and hereby disclaims all liability for any damage to the Foundation or its affiliates, direct or consequential, resulting from Authority's failure to issue the Bonds for any reason.

4. This resolution shall be in effect on and after the date of its adoption, November 12, 2019.

G. Other City Council Actions

6. Item 1 of 2: Department of Engineering – Additional Funding for Traffic Signal Improvements on Warwick Boulevard – \$325,000

ACTION: A REQUEST TO APPROVE A RESOLUTION APPROPRIATING AN ADDITIONAL \$325,000 FOR TRAFFIC SIGNAL IMPROVEMENTS ON WARWICK BOULEVARD.

BACKGROUND:

- The project will involve installing three (3) mast arm traffic signals and associated facilities on Warwick Boulevard at 71st Street, Hidens Parking Exit, and 67th Street.
- Bids received were higher than estimated. A low bid of \$1,068,440, with 10% contingency, represents the total cost \$1,175,000.

FISCAL IMPACT:

- Funding in the amount of \$1,175,000 will be provided by Huntington Ingalls, Incorporated (Shipyard). The City will be responsible for administering this project.
- The City Manager recommends approval.

ATTACHMENTS:

Description

Memo to HCC re Traffic Signal Improvements on Warwick Blvd 11.6.19

Location map

sdm17109 Appropriation re Warwick Blvd Traffic Signal Improvements

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

November 6, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Traffic Signal Improvements on Warwick Boulevard

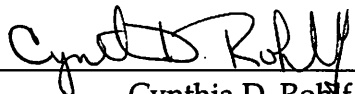
City Council is requested to approve a resolution appropriating an additional \$325,000 and authorizing the City Manager to execute any and all documents necessary for the completion of the traffic signal improvements on Warwick Boulevard. Huntington Ingalls Incorporated, through its Newport News Shipbuilding division, is funding the construction of the project.

The traffic improvements consist of the installation of three mast arm traffic signals on Warwick Boulevard at 71st Street, Hidens Parking Exit and 67th Street, which include pedestrian signals, pushbuttons, ADA compliant sidewalk ramps, pedestrian signage and pavement markings.

Bids have been received with the low bid in the amount of \$1,068,440 with a 10% contingency of \$106,560. The previous appropriation request for this project was \$850,000. Due to the bids coming in at a higher amount than estimated, (construction and contingency) an additional appropriation amount of \$325,000 is requested. The total, with the additional appropriation, will be \$1,175,000.

Construction completion is scheduled for July 2020.

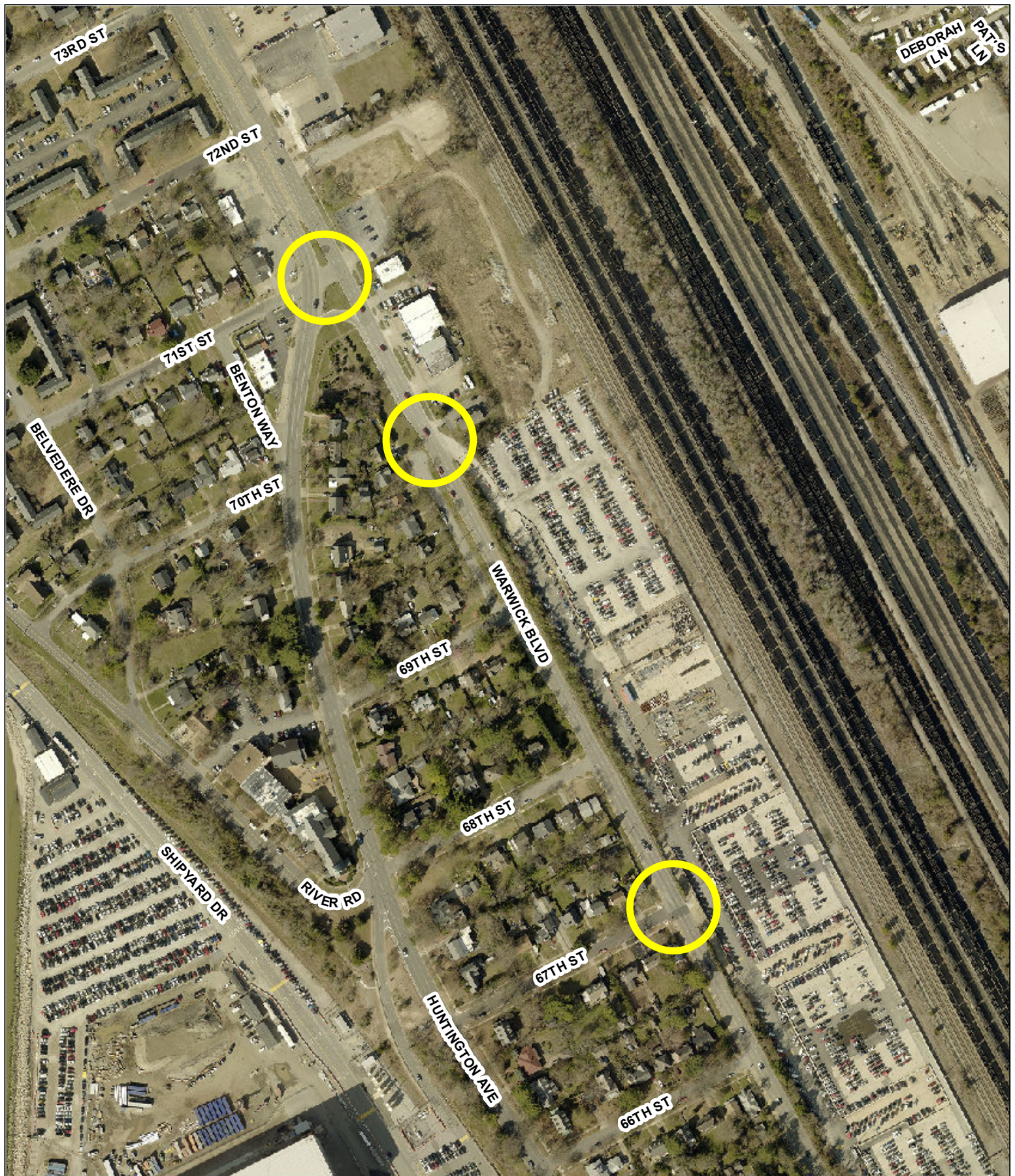
I recommend approval.


Cynthia D. Rohlf

CDR:CWR:wjr

Attachment

cc: Everett Skipper, Director, Department of Engineering



CITY OF NEWPORT NEWS, VIRGINIA

TRAFFIC SIGNAL IMPROVEMENTS ON WARWICK BOULEVARD



RESOLUTION NO. _____

A RESOLUTION APPROPRIATING FUNDS FROM LOCAL REVENUE - HUNTINGTON
INGALLS INCORPORATED TO WARWICK BOULEVARD TRAFFIC SIGNAL
IMPROVEMENTS.

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

That it hereby appropriates funds from Local Revenue - Huntington Ingalls Incorporated
to Warwick Boulevard Traffic Signal Improvements, as follows:

Appropriation From:

Local Revenue - Huntington Ingalls Incorporated 4004-000-00-0000-481000-640010- 0000-00000-J2608	\$ 325,000.00
---	---------------

Appropriation To:

Warwick Boulevard Traffic Signal Improvements 4004-250-70-700J-579420-640010- 0000-00000-J2608	\$ 325,000.00
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G. Other City Council Actions

7. Item 2 of 2: Resolution Granting Authority to the City Manager to Execute the Newport News Shipbuilding Traffic Improvements Agreement Between the City of Newport News, Virginia and Huntington Ingalls, Incorporated

ACTION: A REQUEST TO APPROVE A RESOLUTION GRANTING AUTHORITY TO THE CITY MANAGER TO EXECUTE THE NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS AGREEMENT BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND HUNTINGTON INGALLS, INCORPORATED REGARDING INSTALLATION OF TRAFFIC LIGHTS AND PEDESTRIAN CROSSING SIGNALS AND THE SHARING OF THE COSTS OF SUCH IMPROVEMENTS BETWEEN THE PARTIES.

BACKGROUND:

- The project will involve installing three (3) mast arm traffic signals and associated facilities on Warwick Boulevard at 71st Street, Hidens Parking Exit and 67th Street.
- The City will be responsible for administering this project.

FISCAL IMPACT:

- Funding in the amount of \$1,175,000 will be provided by Huntington Ingalls Incorporated (Shipyard).
- The City Manager recommends approval.

ATTACHMENTS:

Description

Memo to HCC re Traffic Signal Improvements on Warwick Blvd 11.6.19
rag2112 Authorizing re NN Shipbuilding Traffic Improvements Agreement

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

November 6, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Traffic Signal Improvements on Warwick Boulevard

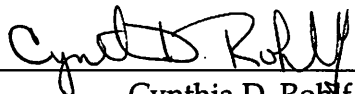
City Council is requested to approve a resolution appropriating an additional \$325,000 and authorizing the City Manager to execute any and all documents necessary for the completion of the traffic signal improvements on Warwick Boulevard. Huntington Ingalls Incorporated, through its Newport News Shipbuilding division, is funding the construction of the project.

The traffic improvements consist of the installation of three mast arm traffic signals on Warwick Boulevard at 71st Street, Hidens Parking Exit and 67th Street, which include pedestrian signals, pushbuttons, ADA compliant sidewalk ramps, pedestrian signage and pavement markings.

Bids have been received with the low bid in the amount of \$1,068,440 with a 10% contingency of \$106,560. The previous appropriation request for this project was \$850,000. Due to the bids coming in at a higher amount than estimated, (construction and contingency) an additional appropriation amount of \$325,000 is requested. The total, with the additional appropriation, will be \$1,175,000.

Construction completion is scheduled for July 2020.

I recommend approval.


Cynthia D. Rohlf

CDR:CWR:wjr

Attachment

cc: Everett Skipper, Director, Department of Engineering

RESOLUTION NO. _____

A RESOLUTION GRANTING AUTHORITY TO THE CITY MANAGER TO EXECUTE THE NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS AGREEMENT BETWEEN THE CITY OF NEWPORT NEWS AND HUNTINGTON INGALLS INCORPORATED REGARDING INSTALLATION OF TRAFFIC LIGHTS AND PEDESTRIAN CROSSING SIGNALS AND THE SHARING OF THE COSTS OF SUCH IMPROVEMENTS BETWEEN THE PARTIES.

WHEREAS, the City owns the right-of-way of Huntington Avenue and Warwick Boulevard which are maintained as a public roads; and

WHEREAS, the City has determined, and Huntington Ingalls, Incorporated (“HII”) agrees, that traffic conditions require the construction of Traffic Improvements on Warwick Boulevard defined as follows: (1) traffic signals, intersection improvements and crosswalks installed at 71st Street to support a new HII entrance to the Hidens property; (2) traffic signal and crosswalk improvements installed at the Hidens Parking Exit north of 69th Street; and (3) traffic signal and crosswalk improvements installed at 67th Street for a planned pedestrian crossing (the “Project”); and

WHEREAS this Project provides for the health, safety, and relief of traffic congestion improvements for both HII and general travel on the roadways; and

WHEREAS, the parties have prepared an agreement entitled “Newport News Shipbuilding Traffic Improvements Agreement (“Agreement”), which is attached herewith and made a part hereof; and

WHEREAS, the City has prepared a preliminary drawing for the Traffic Improvements (the “Plan”) in consultation with HII. The Plan is attached as Exhibit 1 to the Agreement; and

WHEREAS, the City has received bids for the Project, with a low bid of \$1,068,440 by Bryant Ritter Electric Corporation. The Bid Form is attached as Exhibit 2 to the Agreement; and

WHEREAS, the Agreement provides that the City will design, inspect and administer construction of the Traffic Improvements. This will be considered an in-kind contribution by the City and is valued at approximately \$200,000; and

WHEREAS, the Agreement provides that HII will make available \$1,175,000 (bid plus 10%) to reimburse the City for construction costs in accordance with the bid, that any increase in amount must be agreed to by all parties in writing, that only actual invoiced costs will be reimbursed, and that any internal or in-kind costs accrued by HII will not be considered or paid for; and

WHEREAS, HII will dedicate as right of way any land required for the Traffic Improvements that is not already City right of way and the City will develop any associated easements and Right-of-

Way documents required for recordation.

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

1. That the City Council authorizes and directs the City Manager to execute the Agreement and any and all documents and instruments necessary or appropriate to carry out the Project, subject to attestation by the City Clerk and approval by the City Attorney.
2. That this resolution shall be in effect on and after its date of adoption, November 12, 2019.

NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS

AGREEMENT

This Traffic Improvements Agreement (the "Agreement"), dated November 12th, 2019, between the City of Newport News, a Municipal Corporation (the "City") and Huntington Ingalls Incorporated through its Newport News Shipbuilding division ("HII"), provides for the reimbursement of expenses related to the installations of traffic improvements for HII.

WHEREAS, the City owns the right-of-way of Huntington Avenue and Warwick Boulevard, which are maintained as public roads; and

WHEREAS, the City has determined, and HII agrees, that traffic conditions require the construction of Traffic Improvements on Warwick Boulevard defined as follows: (1) traffic signals, intersection improvements and crosswalks installed at 71st Street to support a new HII entrance to the Hidens property; (2) traffic signal and crosswalk improvements installed at the Hidens Parking Exit north of 69th Street; and (3) traffic signal and crosswalk improvements installed at 67th Street for a planned pedestrian crossing (the Project). These improvements provide safety and traffic congestion improvements for both HII and the general travelling public; and

NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS

WHEREAS, the City has prepared a preliminary drawing for the Traffic Improvements (the "Plan") in consultation with HII. The Plan is attached as Exhibit 1; and

WHEREAS, the City has received bids for the Project, with a low bid of \$1,068,440 by Bryant Ritter Electric Corporation. The Bid Form is attached as Exhibit 2;

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

1. The City will design, inspect and administer construction of the Traffic Improvements. This will be considered an in-kind contribution by the City and is valued at approximately \$200,000.
2. HII will make available \$1,175,000 (bid plus 10%) to reimburse the City for construction costs in accordance with the bid. Any increase in amount must be agreed to by all parties in writing. Only actual invoiced costs will be reimbursed.
 - a. Any internal or in-kind costs accrued by HII will not be considered or paid for.
 - b. HII will dedicate as right of way any land required for the Traffic Improvements that is not already City right of way and the City will develop any associated easements and Right-of-Way documents required for recordation.
 - c. Project Milestones:

NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS

- i. 30/60/ 90 % design review shall be held between the City and HII to review progress and estimated construction costs.
3. The Traffic Improvements project will not unduly interfere with HII's operations or damage HII's property. Any road closures associated with the traffic improvements will not impact access to HII facilities.
4. The preliminary schedule is:
 - a. Design – thru July 1, 2019. During design, costs for prepurchase of mast arm poles and foundation studies will be paid by HII.
 - b. Bidding and award – thru November 15, 2019
 - c. Construction – thru July 31, 2020.
5. HII will provide payment based on monthly invoices of cash costs incurred by the City within 30-days of receipt of such invoice.
6. This Agreement is Subject to all documents listed as Exhibits 1 and 2, referenced herein or below and incorporated by reference herein (the "Agreement Documents"). This Agreement, together with all Agreement Documents, shall constitute the full agreement of the parties.
7. The City will own, operate and maintain all Traffic Improvements associated with this project.
8. For the purpose of administering the provisions of this Agreement, the exclusive points of contact with respect to the transmission, receipt and control

NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS

of information and notices hereunder are designated by the respective Parties as follows:

Huntington Ingalls Incorporated

Address: 4101 Washington Avenue
Newport News, VA 23607-2770
Attn: Jim O'Brien
Telephone: (757) 688-9307
Cell phone: (757) 846-3345
Email: Jim.Obrien@hii-nns.com

City of Newport News

Address: Department of Engineering
2400 Washington Ave.
Newport News, VA 23607
Newport News, VA 23607
Attn: Bryan Stilley
Telephone: (757)926-8699
Cell Phone: (757)592-2133
Email: bstilley@nnva.gov

Each party may change its point of contact by written notice to the other.

9. The parties agree that any modifications or additions to the Plans must be proposed in advance and reviewed by both parties. **MODIFICATION OR AMENDMENTS TO THE AGREEMENT AND THE AGREEMENT DOCUMENTS MUST BE IN A WRITING EXECUTED BY BOTH PARTIES.**
10. **General Conditions:**
 - a. VENUE: This Agreement shall be governed, construed and interpreted under the laws of the Commonwealth of Virginia, without regard to the principles of conflict of laws. In the event any provisions of this Agreement are found to be invalid for any reason whatsoever the remaining portion of this Agreement shall remain in full force and effect. This Agreement shall be deemed to include any related plans, drawing specifications and other documents set forth or referenced in the Exhibits to the extent the same are consistent with these Terms

NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS

and Conditions, and in the event of conflict the following order of precedence shall govern:

1. These Terms and Conditions
 2. The specifications.
 3. The plans and drawings.
 4. Other referenced documents.
- b. EXCUSABLE DELAY – If, by reason of strikes, labor disputes or other labor disturbances, vandalism, sabotage, non-delivery or late delivery of acceptable materials by suppliers or subAgreementors, unavailability of sufficient qualified labor, delay in delivery or non-delivery of acceptable furnished property, delays due to energy shortages or interruptions, accidents, delay or frustrations of effort caused by an agency or instrumentality of a locality, state or the United States, by court or administrative action, by government priorities, by civil, naval or military authorities, the elements, natural disasters, acts or omissions of a party or of any third party, or any causes over which either party does not have reasonable control, a party is delayed in completion of work, in such situations the time of performance under this Agreement may be extended for a period of time to be not less than the period of such delay or delays.
- c. TERMINATION – This Agreement may be terminated at any time by either party by giving reasonable notice, in writing, to the other party. In the event HII requests termination, it shall pay to the City, within thirty (30) days of final billing

NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS

for such termination, all costs incurred by the City as of the date of termination pertaining to the Traffic Improvements.

- d. SECURITY – Unless specifically agreed to by HII, security rules applicable to HII's property shall be observed by any City personnel assigned to or involved in the performance of the work under this Agreement. City personnel, however, may have reasonable access to HII's property for this Traffic Improvements project upon reasonable notice to HII. City personnel granted such access will comply with all applicable HII security requirements.
- e. DISCLOSURE OF PROPRIETARY DATA, KNOW-HOW OR INFORMATION – Unless expressly agreed upon in the Agreement between the parties or marked on the information transmitted, any knowledge, data or information, including but not limited to designs, drawings and other data, which the parties may exchange in connection with the performance of this Agreement shall not, unless otherwise specifically agreed to in writing or marked as such, be deemed confidential or proprietary information and shall be acquired free from any restriction or liability other than that arising under the patent laws of the United States.
- f. HEALTH, SAFETY AND SAFETY DEVICES – Each party shall take all reasonable precaution in facilitating the work under this Agreement to protect

NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS

the health and safety of its employees, subAgreementors, and the other party's personnel.

- g. TAXES - All Sales, use and excise taxes of any kind whatsoever levied on HII in connection with the work or the Project shall be reimbursed as part of the Costs as defined hereunder.
- h. INSURANCE - Each party shall maintain Workmen's Compensation, general liability, auto liability and such other insurance or self-insurance as will furnish reasonable protection against claims which may arise from operations during this Agreement. The existence of such insurance shall not modify any obligation or duty as specified under this Agreement.
- i. AUDITS - Neither the City nor HII shall permit a financial audit or afford access to its books or financial records except as to costs incurred under this Agreement.
- j. LIMITATION OF LIABILITY -- Under no circumstances shall HII or the City be liable for any special, incidental, indirect, contingent or consequential loss or damage whatsoever.
- k. Disputes. The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing a written notice to the other Party which sets forth the subject of the dispute and the relief requested. The recipient of such notice shall respond within twenty days with a written

NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS

statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority will meet at a mutually agreeable time and place within thirty days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, either Party may elect to seek other remedies as may be available in law or in equity in accordance with the laws of the Commonwealth of Virginia for agreements made in and to be performed in that Commonwealth. The parties agree that venue for such actions will be the federal or state courts located in Newport News, Virginia.

- l. COMPLIANCE WITH LAW. The Parties shall comply with all applicable federal, state and local laws and regulations including Executive Orders of the President of the United States.
- m. RELATIONSHIP OF THE PARTIES. The parties are independent Agreementors. This Agreement shall not constitute, create, or in any way be interpreted as a partnership, joint venture or formal business organization of any kind. This Agreement does not establish any relationship of principal or agent; and neither Party shall have any power or authority to accept on behalf of the other any offer, agreement, or Agreement, or to make, incur, Agreement or create any claim, promise, guarantee, debt, obligation, expense or liability of any kind whatsoever

NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS

in the name of, on behalf of or for the account of the other Party, except as expressly provided for herein.

- n. ENTIRE AGREEMENT. This Agreement, including the attachments hereto, contains the entire agreement of the parties with respect to the subject matter herein, and supersedes all prior discussions or documents. The parties represent and warrant that the signatories below are duly authorized to sign on their behalf.

**Rest of page intentionally left blank.
Signature page follows.**

NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS

HUNTINGTON INGALLS INCORPORATED

By _____

Title _____

ATTEST: _____

TITLE: _____
(Officer of Corporation)

CITY OF NEWPORT NEWS, VIRGINIA

By _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

NEWPORT NEWS SHIPBUILDING TRAFFIC IMPROVEMENTS

AGREEMENT DOCUMENTS

Exhibit 1 - Preliminary Plan, Traffic Improvements

Exhibit 2 -Traffic Improvements Bid Form

WARWICK BOULEVARD
TRAFFIC SIGNAL INSTALLATIONS
WARWICK BOULEVARD AT 71st, 67th
AND PARKING LOT EXIT

Sheet No.	Sheet Title
1	COVER SHEET
2	EXISTING CONDITIONS
3	COMMUNICATION LAYOUT SCHEMATIC
4	TRAFFIC SIGNAL PLAN 1
5	TRAFFIC SIGNAL NOTES AND CHARTS 1
6	TRAFFIC SIGNAL PLAN 2
7	TRAFFIC SIGNAL NOTES AND CHARTS 2
8	TRAFFIC SIGNAL PLAN 3
9	TRAFFIC SIGNAL NOTES AND CHARTS 3
10	ROSION CONTROL NOTES
11	ROSION CONTROL AND HPDC DETAILS
12	NEWLY ADDED GENERAL NOTES
13	CONSTRUCTION DETAILS
14	OTHER DETAILS

2. The contractor shall be responsible for locating all utilities, horizontally and vertically, that may exist within the construction area creating improvements whether or not shown on the plans. The contractor shall be solely responsible for install and repair of any utility damaged within the areas of construction, whether below or above ground.

5. Any discrepancies in these plans shall be reported to the Engineer for resolution before proceeding with the work.

* The contractor shall be responsible for repairing and protecting all ceilings whether or not shown on the plans, and shall repair at his own expense all offices damaged by construction. Follow Miss Whittier at Virginia policies prior to digging.

All concrete sidewalks, entrances, curbs, gutters, etc. as part of this project shall be replaced in accordance with HODC Regional Construction Standards, 6th Edition and City of Hampton News Technical Project Specifications and Special Provisions. However, curbs and gutters can be shaped to match existing. Curb and gutter will be related to the

7. Unsuitable sub-grade shall be removed and replaced with suitable material approved by the City of Newport News (minimum C.S.D. value of 10).

9 All construction methods and materials used in construction shall be in accordance with ICRPEC Regional Construction Standards, 8th edition and City of Hong Kong New Technical

* Contractor shall be responsible for damage to property public or private during

10 The contractor shall notify Construction Inspection 7 (5) days prior to construction. A preconstruction meeting is to be held with the City Engineering Department. Contact the Construction Inspection Supervisor at 833-2311 for details.

17 Contractor shall obtain all necessary permits prior to construction.

12. As part of this contract the contractor shall furnish a complete set of "As BUILT" drawings in AutoCAD format to the Department of Engineering in accordance with NRPDC Section 105 V, Record Drawings.

43. All erosion and sediment control during construction shall conform with the latest edition of Virginia Erosion and Sediment Control Handbook.

§4 The contractor must assume all risk or excavation for the project and shall be responsible for making their own subsurface investigations to ascertain conditions to be encountered during excavations.

11 Construction Administration and General Requirements of the contract will be governed by the City of New York News Standers Association dated August 1983 and subsequent addendums thereto.

19. The contractor shall provide all surveying services required for this project.

17. Any excavation, either along or under the length of a sidewalk run shall be provided with adequate protection for pedestrians.

(3) Any excavation or a structure which disturbs any portion of the square or rectangular surface will require the securing of the entire square as indicated.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

Five (5) feet horizontal separation is required between proposed improvements and the city's sanitary sewer facilities.

A minimum 24-hour notice must be given to Department of Public Utilities (Waterworks) prior to any operation that crosses a city water line. Notice is to be given to Waterworks at (757) 928-1600.

3. The contractor will be responsible for the repair or replacement of any water or sewer for any part damaged as a result of the installation of the contractor's expense.

5 The contractor must comply with the requirements of the rules for enforcement of the underground utility damage prevention act 20 VAC 5-305-150 (franchised jurisdiction).

The extractor must comply with the requirements of the code of Virginia 2810n 88-236.24 while ensuring the student answering, by any3 extraction, all with 444

(including service rings) which will be created all enclosures within 24 inches of the work and lower part must be hand assembled.

No open ends of a public roadway will be allowed except under extreme circumstances. Open ending of public roadways will only be permitted with state written permission by the City Engineer.

2 The replacement of parameter will be in accordance with the types parameter detail on sheet 13

* Certification of materials and test results on the following items will be submitted to L

- The optimum moisture content of the aggregate.
- The theoretical maximum density of the aggregate.

THE FOLLOWING PERSON K. Ryan Smith (PRINT) K. Ryan Smith (SIGN)
IS IDENTIFIED AS THE RESPONSIBLE LAND DISTURBER WHO WILL BE IN CHARGE OF
AND RESPONSIBLE FOR CARRYING OUT THE LAND DISTURBANCE ACTIVITY. THIS
PERSON MEETS THE APPLICABLE REQUIREMENTS OF VIRGINIA CODE SECTION 10-1-564
BY VIRTUE OF THE FOLLOWING (CHECK THE CATEGORY THAT APPLIES)

☐ Responsible Land Disturber Certificate
☐ DCR Certification for Combined Administrator, Administrator, Plan Reviewer,
Inspector or Contractor
☒ Virginia Professional Engineer, Land Surveyor, Landscape Architect or

UPON AWARD OF THE CONTRACT AND BEFORE ANY LAND DISTURBING ACTIVITY CAN BEGIN, THE CONTRACTOR SHALL BE DESIGNATED AS THE "PERMITEE" OF RECORD AND SHALL EXECUTE THE CERTIFICATE FOR RESPONSIBLE LAND DISTURBER WITH THE DEPARTMENT OF ENGINEERING. THIS EXECUTED FORM IS TO BE SUBMITTED TO THE DEPARTMENT OF ENGINEERING. AWARD OF THIS CONTRACT WILL RELIEVE THE ABOVE SIGNER OF ALL RESPONSIBILITY.

APPROVED: E.D. DATE: 8/9/19
 Everett D. Snapper, PE, DCE
 Director, Department of Transportation

TOTAL DISTURBED AREA
14,586 SQ. FT.
= 0.33 ACRES

SIGNAL INSTALLATIONS
WICK BOULEVARD
71st STREET
OVER SHEET

DATE 06/14/2019
BY AL NOTED

SHEET
1

14



DESIGNED BY: R. COOPER
DRAWN BY: C. RATULOWSKI
CHECKED BY: E. SNIPPER
APPROVED: DIRECTOR OF ENGINEERING

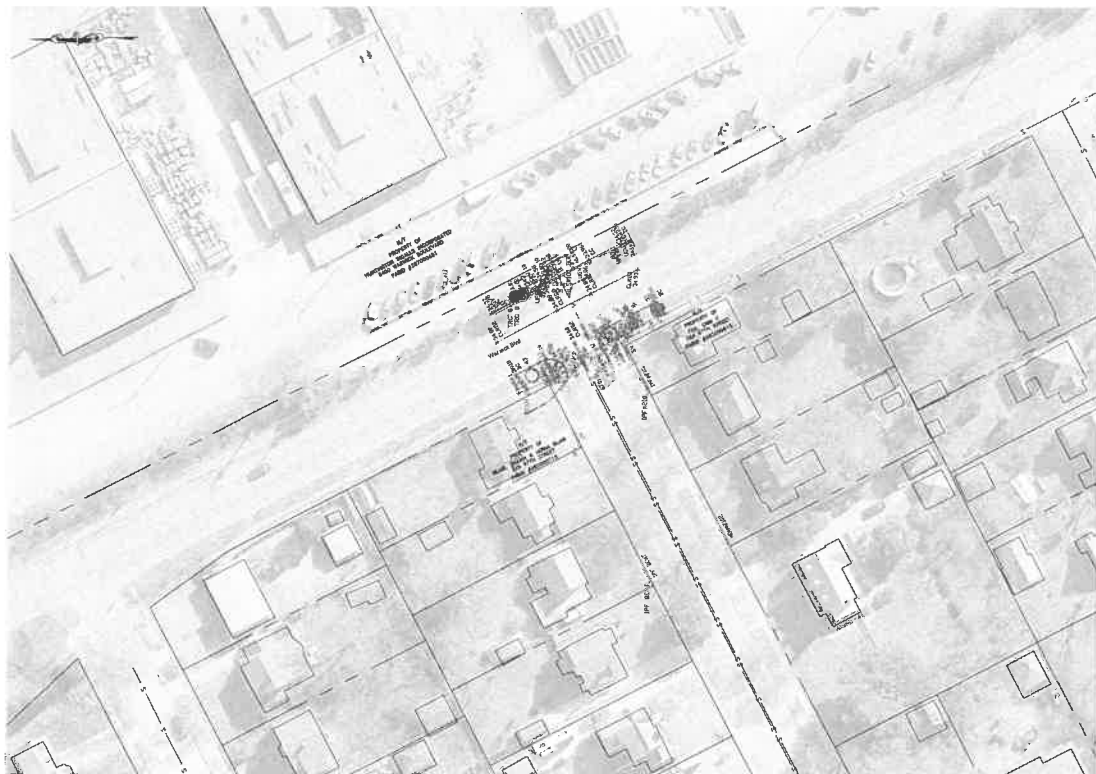
DATE: _____
REVISIONS: _____

CITY OF NEWPORT NEWS
DEPARTMENT OF ENGINEERING
2500 WASHINGTON AVE.
NEWPORT NEWS, VA
PHONE: 833-2311

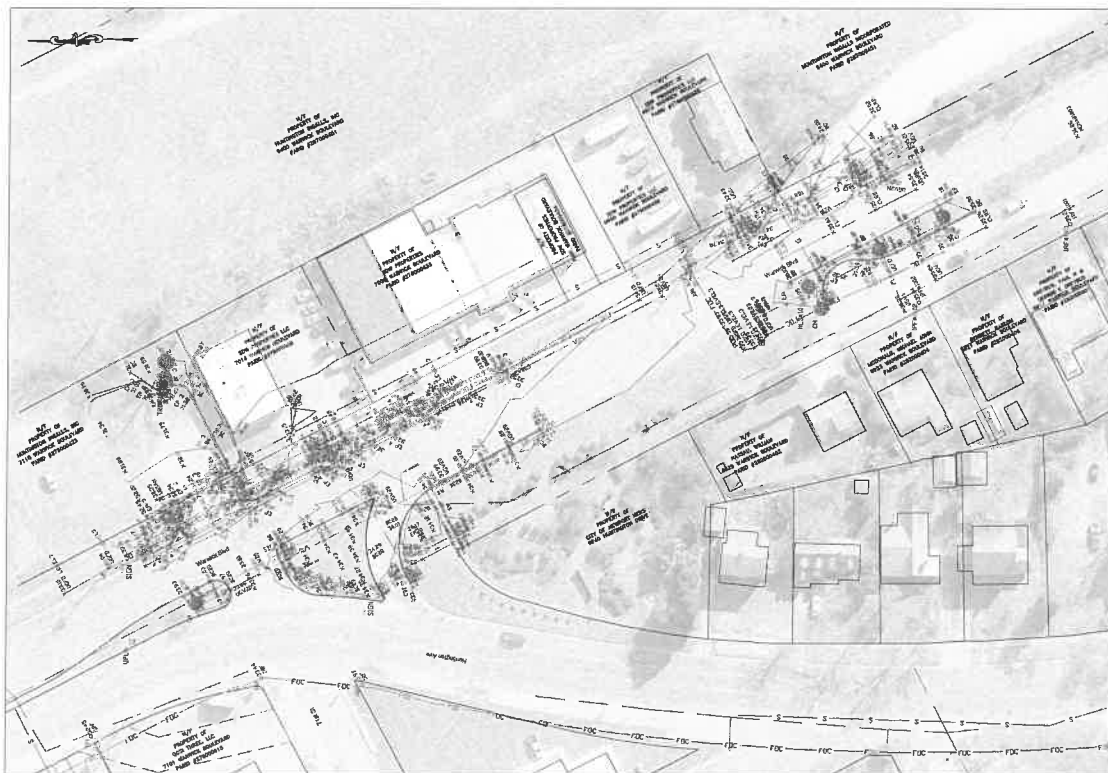
TRAFFIC SIGNAL INSTALLATIONS
WARWICK BOULEVARD
AT PARKING LOT EXIT
EXISTING CONDITIONS

DATE: 06/11/2019
SCALE: 1" = 50'

SHEET
2
of 14



WARWICK BOULEVARD AT 67th STREET
SCALE: 1" = 50'



WARWICK BOULEVARD AT 71st STREET AND PARKING LOT EXIT
SCALE: 1" = 50'



DATE: _____
APPROVED: _____
CHECKED: E. SKINNER
DRAWN BY: C. RAYMOND
DESIGNED: R. COOPER

REVISIONS:
DATE: _____
REVISIONS: _____

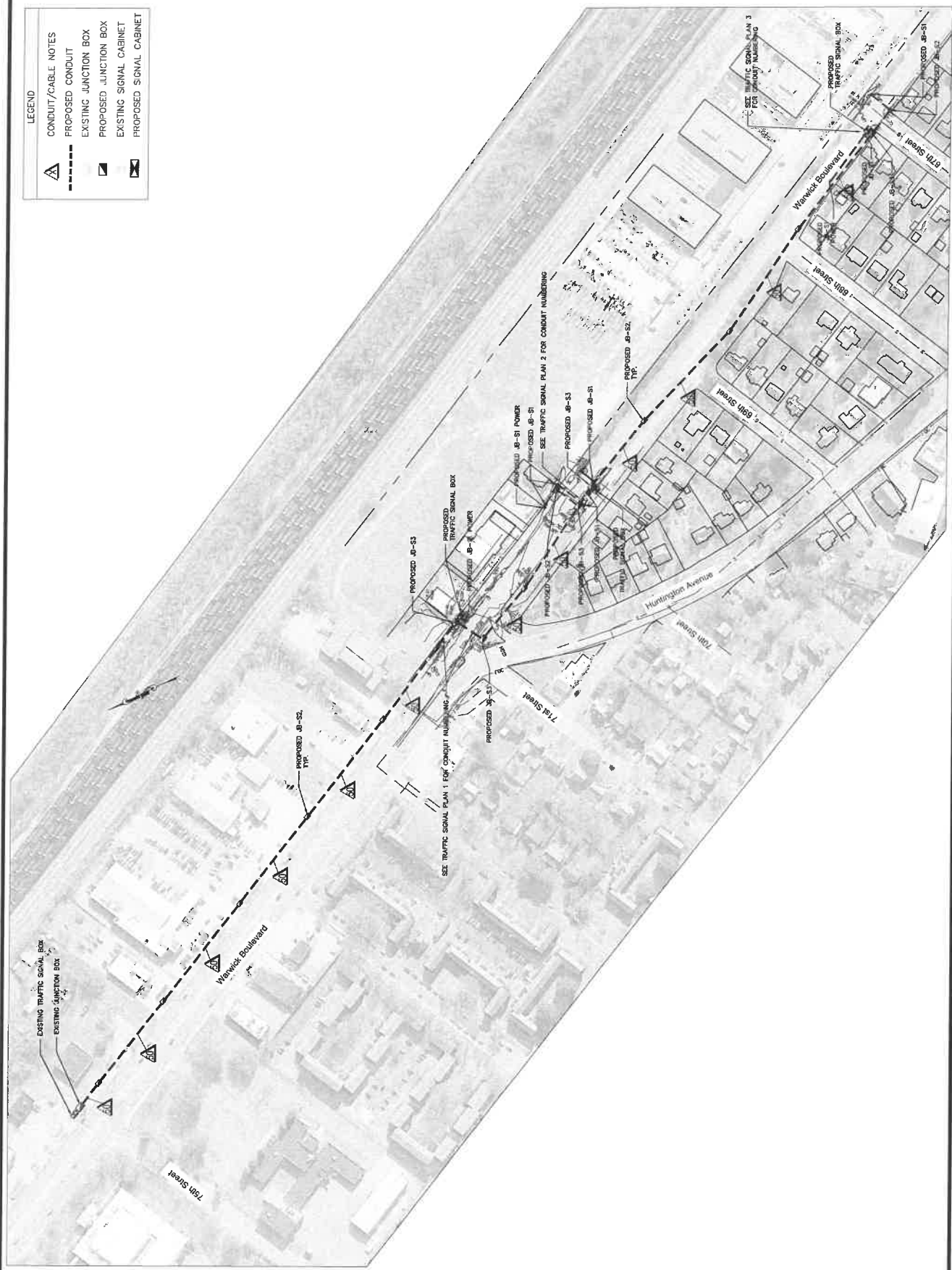
CITY OF NEWPORT NEWS
DEPARTMENT OF ENGINEERING
NEWPORT NEWS, VA
PHONE: 833-2311
2500 WASHINGTON AVE.
7TH FLOOR

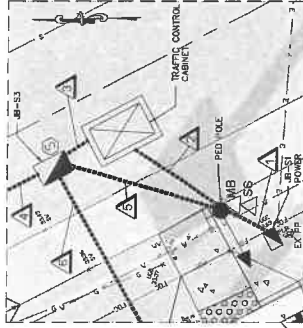
TRAFFIC SIGNAL INSTALLATIONS
AT PARKING LOT EXIT
WARWICK BOULEVARD
COMMUNICATION LAYOUT SCHEMATIC

FILE NO.: _____
DATE: 08/14/2018
SCALE: 1" = 100'

SHEET
3
of 14

- LEGEND
- CONDUIT/CABLE NOTES
 - PROPOSED CONDUIT
 - EXISTING JUNCTION BOX
 - PROPOSED JUNCTION BOX
 - EXISTING SIGNAL CABINET
 - PROPOSED SIGNAL CABINET






























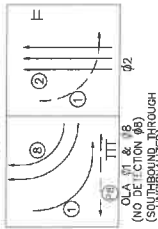
OUTSIDE ROW	INSIDE ROW	OUTSIDE ROW
EXISTING DISTURBED AREA	EXISTING DISTURBED AREA	EXISTING DISTURBED AREA
EXISTING DISTURBED PERVIOUS AREA	EXISTING DISTURBED PERVIOUS AREA	EXISTING DISTURBED PERVIOUS AREA
EXISTING TOTAL DISTURBED AREA	EXISTING TOTAL DISTURBED AREA	EXISTING TOTAL DISTURBED AREA
PROPOSED DISTURBED AREA	PROPOSED DISTURBED AREA	PROPOSED DISTURBED AREA
PROPOSED DISTURBED PERVIOUS AREA	PROPOSED DISTURBED PERVIOUS AREA	PROPOSED DISTURBED PERVIOUS AREA
PROPOSED TOTAL DISTURBED AREA	PROPOSED TOTAL DISTURBED AREA	PROPOSED TOTAL DISTURBED AREA

PAVEMENT MARKING LEGEND	
A	TYPE B, CLASS 1 WHITE SOLID LANE LINE (4" WIDTH)
B	TYPE B, CLASS 1 YELLOW SOLID EDGE LINE (4" WIDTH)
C	TYPE B, CLASS 1 WHITE SKIP LANE LINE (8" WIDTH AT 3' DASH 9" SKIP)
D	TYPE B, CLASS 1 WHITE WIDE SOLID SINGLE LANE LINE (6" WIDTH)
E	TYPE B, CLASS 1 WHITE SOLID CROSSWALK LINE (6" WIDTH)
F	TYPE B, CLASS 1 WHITE SOLID CROSSWALK BAR (24" WIDTH AT 6' O.C.)
G	TYPE B, CLASS 1 WHITE SOLID STOP BAR LINE (24" WIDTH)
H	TYPE B, CLASS 1 WHITE DOUBLE SOLID LANE LINE (4" WIDTH, 4" GAP, 4" WIDTH)
I	TYPE B, CLASS 1 WHITE SOLID PAINTED MEDIAN CHEVRON LINE (24" WIDTH, 16' O.C.)
J	TYPE B, CLASS 1 WHITE DIRECTIONAL ARROW
K	TYPE B, CLASS 1 WHITE SOLID LINE TRIANGLES (12" x 18")
L	TYPE B, CLASS 1 WHITE SOLID LANE LINE (4" WIDTH) WITH BLACK BACKGROUND

E.C. LEGEND		
NO.	KEY	SYMBOL
3 07-1	IP	
3 05-1	SF	—X—
3 32-1	PS	

LEGEND

- | | | | |
|---|---|---|-------------------------------------|
|  | NOTES |  | PROPOSED VIDEO CAMERA |
|  | MAST ARM POLE IDENTIFIER |  | CLOSED CIRCUIT CAMERA |
|  | PROPOSED MAST ARM |  | PROPOSED EMERGENCY VEHICLE DETECTOR |
|  | PROPOSED SIGNAL HEAD |  | EXISTING JUNCTION BOX |
|  | PROPOSED MAST ARM MOUNTED SIGN |  | PROPOSED JUNCTION BOX |
|  | EXISTING GROUND MOUNTED SIGN |  | EXISTING SIGNAL CABINET |
|  | CONDUIT/CABLE NOTES |  | PROPOSED LUMINAIRE |
|  | PROPOSED CONDUIT |  | PROPOSED METER BASE |
|  | PROPOSED SPLICE ENCLOSURE |  | PROPOSED SAFETY SWITCH |
|  | TRAFFIC CONDUIT |  | RED LIGHT CONFIRMATION |
|  | WATER LINE |  | FIBER OPTIC CABLE |
|  | PROPOSED PEDESTRIAN PEDESTAL POLE W/ PUSHBUTTON AND SIGN (Pft-2 & Pa-2) |  | SANITARY SEWER LINE |
|  | PROPOSED PEDESTRIAN POST W/ PUSHBUTTON AND SIGN (Pa-3) | | |

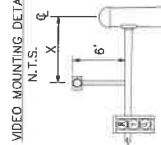


- 1 CONTRACTOR SHALL CONTACT CITY OF NEWPORT NEWS ENGINEERING INSPECTION 48 HOURS IN ADVANCE OF CONSTRUCTION AT (757) 933-2311.
- 2 CONTRACTOR TO INSTALL LOW-POWER CLEAR LED TYPE SIGNALS INCLUDING ARROWS. ALL LED INDICATORS SHALL MEET THE LATEST-INSTANTANEOUS ENGINEERING (ITE) STANDARDS
- 3 ALL NEW TRAFFIC SIGNAL HEADS SHALL BE POLYCARBONATE, YELLOW IN COLOR, HAVE SOLID BLACK POLYCARBONATE BACKPLATES AND HAVE HALF VISION FOR EACH INDIVIDUAL LANE SECTION.
- 4 ALL CONDUCTORS TO BE CONTIGUOUS (NO SPLICES) BETWEEN THE TRAFFIC SIGNAL CABINET AND PROPOSED TRAFFIC SIGNAL HEADS.
- 5 CONTRACTOR SHALL INSTALL PAVENT MARKINGS PER PAVENT MARKING PLANS. ERADICATE ALL PAVENT MARKINGS WHICH CONFLICT WITH THE PROPOSED DESIGN AND LANE LINE MARKINGS WITHIN THE LIMITS OF THE INTERSECTION.
- 6 CONTRACTOR SHALL INSTALL 18-53% FOR ALL NEW JUNCTION BOXES UNLESS OTHERWISE NOTED
- 7 MULTIPLE CONFLICTS BETWEEN PROPOSED CONDUITS AND EXISTING UTILITIES MAY EXIST. CONDUCTOR SHALL PRIOR TO EXCAVATION, CONTRACTOR TO VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO HORIZONTAL DIRECTIONAL DRILLING OF CONDUIT.
- 8 CONTRACTOR TO MOUNT VIDEO DETECTION UNITS AS INDICATED IN VIDEO MOUNTING DETAIL AND POLE SCHEDULE. VIDEO SYSTEM EQUIPMENT SHALL BE GRU-SMART SYSTEM WITH PERFORMANCE= M001E.
- 9 NEW EMERGENCY VEHICLE PREEMPTION EQUIPMENT SHALL BE G1T OPTICOM.
- 10 MAST ARM POLES SHALL CONFORM TO STANDARD MP-3 JAW ROOT. ALL HARDWARE, SIGNAL POLE, AND MAST ARM TO BE GALVANIZED STEEL.
- 11 CONTRACTOR TO SUPPLY AND INSTALL SPARE 2" CONDUIT STUB OUT FOR ALL PROPOSED POLES TOP OF BASE TO BE MARKED AT STUB OUT LOCATIONS.
- 12 MAST ARM POLE FOUNDATION LOCATIONS SHALL BE AS SHOWN ON POLE LOCATION DETAIL. CONTRACTOR WILL BE RESPONSIBLE FOR STAKING AND FIELD VERIFYING ALL FOUNDATIONS WITH MISS UTILITY PRIOR TO ORDERING ANY MAST ARM STRUCTURAL ASSEMBLIES.
- 13 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE MAST ARM POLE FOUNDATION DESIGNS. THE DESIGNS SHALL BE PROVIDED BY A PROFESSIONAL ENGINEER LICENSED IN VIRGINIA. FOUNDATIONS SHALL BE A3.0 CONCRETE AT A MINIMUM (3000PSI).
- 14 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL CITY CONCRETE TESTING DATA FOR CALCULATIONS PERFORMED BY AN INDEPENDENT TESTING LAB. THE TESTING LAB SHALL PROVIDE THE FOLLOWING DATA FOR CALCULATIONS PERFORMED BY AN INDEPENDENT TESTING LAB FOR THE FOUNDATIONS: STANDARDS AREA: SLUMP 1-5", SLAB 84-12X, AND TEMPERATURE 50 TO 95 DEGREES. THE 28-DAY STRENGTH MUST BE APPROVED BY THE INSPECTOR BEFORE THE MAST ARM POLE CAN BE PLACED ON THE FOUNDATION.

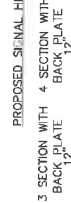
PHASE	Ø1 & Ø8		Ø2	FLASH
	R/W	R/W		
SIGNAL				
1	G	G	R	
2	-	-	G	Y
8	G	G	-	R
	-	-	-	BLANK
P8	W*	-	-	BLANK

P	-	PVC CONDUIT	* -	SIGNAL CABLE TO CONFORM TO INSA SERC-20-1
H	-	HDPE (HIGH DENSITY POLYETHYLENE CONDUIT)	-	EMERGENCY VEHICLE PRE-EMPTION CABLE
R	-	RIGID GALVANIZED STEEL CONDUIT	-	VOC - VIDEO DETECTION CABLE
D	-	DIRECTIONAL BORE	-	COM - COMMUNICATIONS CABLE

NO.	TYPE	POLE HEIGHT	ARM ID	ARM HEIGHT	SIGNAL WAVELENGTH	VIDEO MOUNTING	SIGNAL MOUNTING	E.P. DETECTION MOUNTING	SIGN MOUNTING								
										DISTANCE FROM CENTER OF POLE							
②	MP-3	23'	MAIN	20.5'	55'	—	10.5'	21.5'	33.6'	45.7'	14.2'	39.7'	7.0'	—			
			SIDE	19'	60'	28.5'	—	43.0'	58.0'	—	—	38.3'	—	24.0'	31.3'	45.4'	55.3'
			ON POLE				Y										

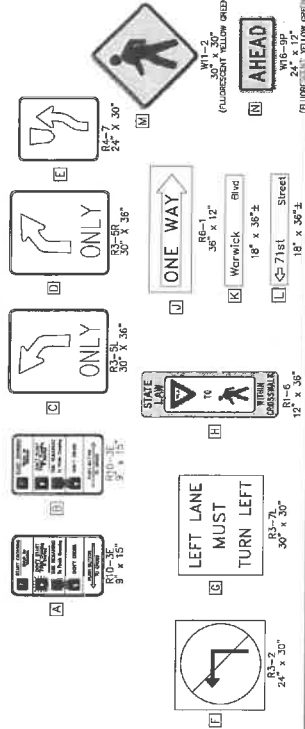


X - SEE POLE SCHEDULE FOR



CLEARANCE CHART		
PRESENT PHASE	CLEARANCE	NEXT
G	Y	R

PROPOSED SIGNS





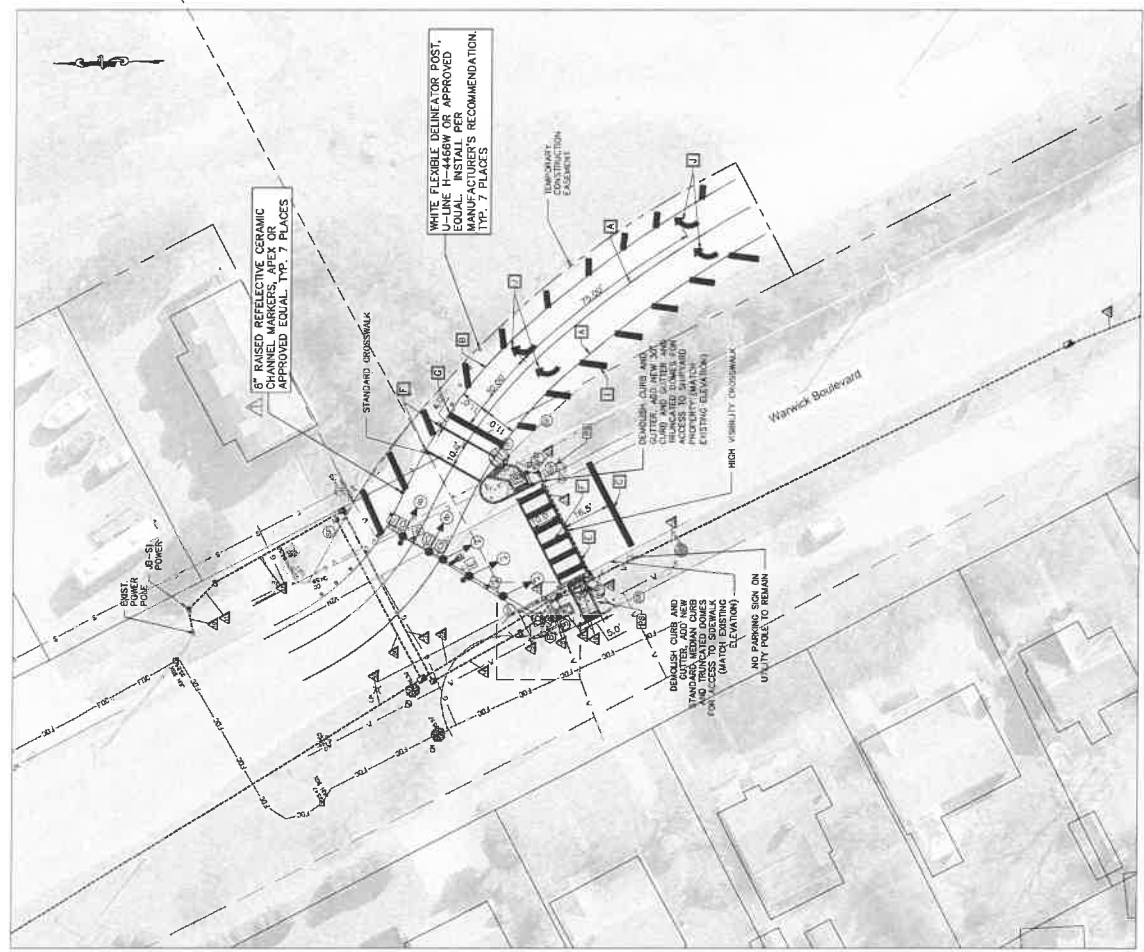
DESIGNED BY: R. COOPER
DRAWN BY: C. RUTLAND
CHECKED BY: J. SKIFFER
APPROVED: DIRECTOR OF ENGINEERING

DATE	REVISIONS

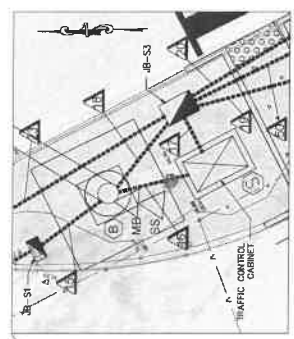
CITY OF NEWPORT NEWS
DEPARTMENT OF ENGINEERING
NEWPORT NEWS, VA
PHONE: 933-2311

TRAFFIC SIGNAL INSTALLATIONS
AT PARKING LOT EXIT
WARWICK BOULEVARD
TRAFFIC SIGNAL PLAN 2

JOB FILE NO.
DATE: 08/17/2018
SCALE: AS NOTED
SHEET 6
of 14



SCALE: 1" = 20'



SCALE: 1" = 5'

EXISTING AREA	INSIDE ROW	OUTSIDE ROW
EXISTING MAINTENANCE AREA	422 SF	0 SF
EXISTING DISTURBED IMPERVIOUS AREA	416 SF	0 SF
EXISTING TOTAL DISTURBED AREA	838 SF	0 SF
PROPOSED MAINTENANCE AREA	1,816 SF	0 SF
PROPOSED DISTURBED IMPERVIOUS AREA	422 SF	0 SF
PROPOSED TOTAL DISTURBED AREA	814 SF	0 SF
PROPOSED TOTAL DISTURBED AREA	1,816 SF	0 SF

PAVEMENT MARKING LEGEND

- A TYPE B, CLASS 1 WHITE SOLID LANE LINE (4" WIDTH)
- B TYPE B, CLASS 1 YELLOW SOLID EDGE LINE (4" WIDTH)
- C TYPE B, CLASS 1 WHITE SOLID LANE LINE (6" WIDTH AT 3' DASH 9" SKIP)
- D TYPE B, CLASS 1 WHITE SOLID SINGLE LANE LINE (8" WIDTH)
- E TYPE B, CLASS 1 WHITE SOLID CROSSWALK LINE (6" WIDTH)
- F TYPE B, CLASS 1 WHITE SOLID STOP BAR LINE (24" WIDTH AT 6" O.C.)
- G TYPE B, CLASS 1 WHITE SOLID STOP BAR LINE (24" WIDTH)
- H TYPE B, CLASS 1 YELLOW DOUBLE SOLID LANE LINE (4" WIDTH, 4" GAP, 4" WIDTH)
- I TYPE B, CLASS 1 WHITE SOLID PAINTED ONE WAY CORE LINE (24" WIDTH, 16" O.C.)
- J TYPE B, CLASS 1 WHITE DIRECTIONAL ARROW
- K TYPE B, CLASS 1 WHITE YIELD LINE TRIANGLES (12" x 18")

LEGEND

- NOTES
 - MAST ARM POLE IDENTIFIER
 - PROPOSED MAST ARM
 - PROPOSED SIGNAL HEAD
 - PROPOSED MAST ARM MOUNTED SIGN
 - EXISTING GROUND MOUNTED SIGN
 - CONDUIT/CABLE NOTES
 - PROPOSED CONDUIT
 - PROPOSED SPLICE ENCLOSURE
 - TRAFFIC CONDUIT
 - WATER LINE
 - TELEPHONE
 - GAS LINE
 - PROPOSED PEDESTRIAN PEDESTAL POLE W/ PUSHBUTTON AND SIGN (PF-2 & PA-2)
 - PROPOSED PEDESTRIAN POST W/ PUSHBUTTON AND SIGN (PA-3)
- PROPOSED VIDEO DETECTION CAMERA
- CLOSED CIRCUIT CAMERA
- PROPOSED EMERGENCY VEHICLE DETECTOR
- EXISTING JUNCTION BOX
- PROPOSED JUNCTION BOX
- EXISTING SIGNAL CABINET
- PROPOSED LUMINAIRE
- PROPOSED METER BASE
- PROPOSED SAFETY SWITCH
- RED LIGHT CONFIRMATION
- FIBER OPTIC CABLE
- SANITARY SEWER LINE



DESIGNED BY: R. COOPER
CHECKED BY: C. RATHLOWSKI
APPROVED BY: L. SHAFER
DIRECTOR OF ENGINEERING

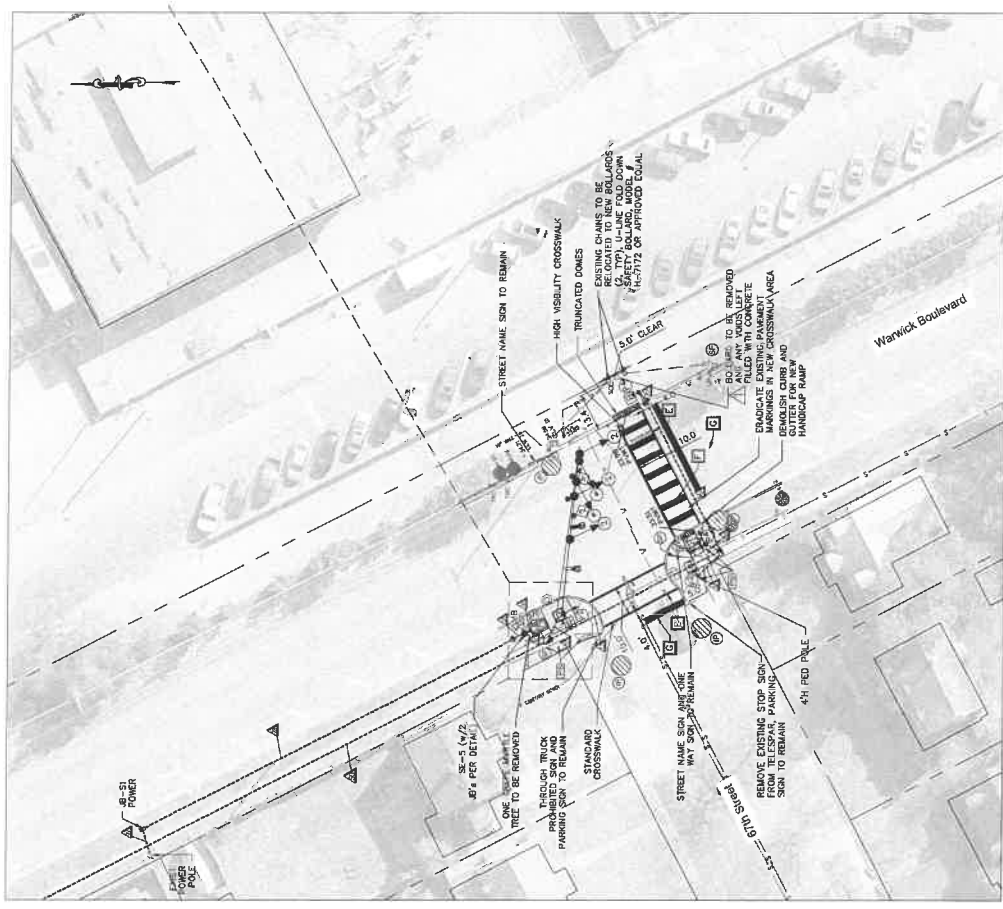
DATE: _____
REVISIONS: _____

CITY OF NEWPORT NEWS
DEPARTMENT OF ENGINEERING
NEWPORT NEWS, VA
PHONE: 833-2311

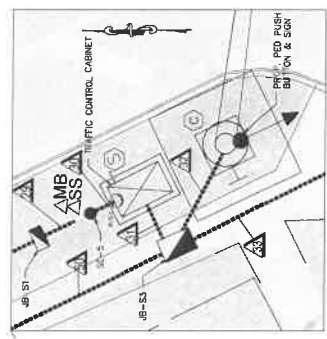
TRAFFIC SIGNAL INSTALLATIONS
WARWICK BOULEVARD
AT 67th STREET
TRAFFIC SIGNAL PLAN 3

FILE NO.: _____
DATE: 06/17/2019
SCALE: AS NOTED

SHEET 8 of 14



SCALE: 1" = 20'



SCALE: 1" = 5'

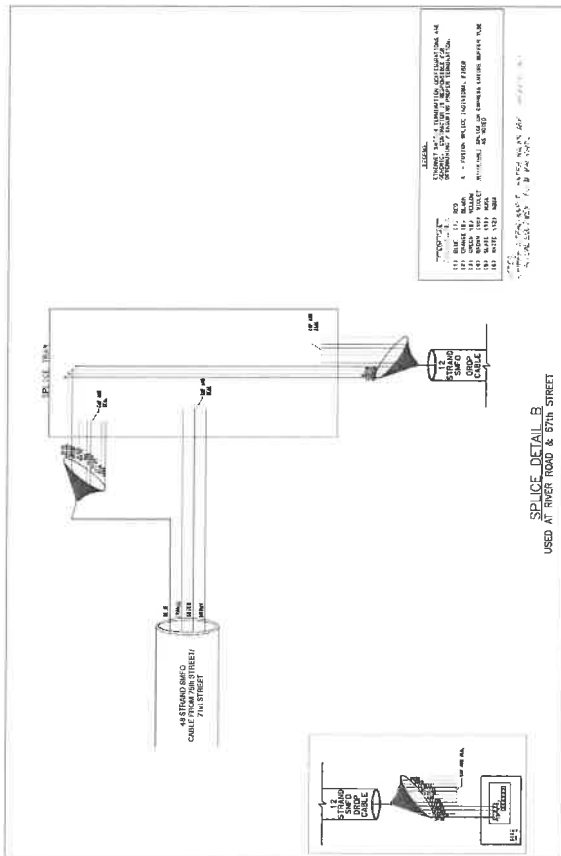
DISTURBED AREA	INSIDE ROW	OUTSIDE ROW
EXISTING MAINTENANCE AREA	609 SF	0 SF
EXISTING DISTURBED INTERLOCK AREA	393 SF	0 SF
EXISTING DISTURBED INTERLOCK AREA	318 SF	0 SF
EXISTING TOTAL DISTURBED AREA	1,320 SF	0 SF
PROPOSED MAINTENANCE AREA	609 SF	0 SF
PROPOSED DISTURBED INTERLOCK AREA	688 SF	0 SF
PROPOSED DISTURBED INTERLOCK AREA	128 SF	0 SF
PROPOSED TOTAL DISTURBED AREA	1,239 SF	0 SF

PAVEMENT MARKING LEGEND

- A TYPE B, CLASS 1 WHITE SOLID LANE LINE (4" WIDTH)
- B TYPE B, CLASS 1 YELLOW SOLID EDGE LINE (4" WIDTH)
- C TYPE B, CLASS 1 WHITE SOLID LANE LINE (8" WIDTH AT 3' DASH 9" GAP)
- D TYPE B, CLASS 1 WHITE SOLID SINGLE LANE LINE (8" WIDTH)
- E TYPE B, CLASS 1 WHITE SOLID CROSSWALK LINE (6" WIDTH)
- F TYPE B, CLASS 1 WHITE SOLID CROSSWALK BAR (24" WIDTH AT 6' O.C.)
- G TYPE B, CLASS 1 WHITE SOLID STOP BAR LINE (24" WIDTH)
- H TYPE B, CLASS 1 YELLOW DOUBLE SOLID LANE LINE (4" WIDTH, 4" GAP, 4" WIDTH)
- I TYPE B, CLASS 1 WHITE SOLID PAINTED MEDIAN CHEVRON LINE (24" WIDTH, 16' O.C.)
- J TYPE B, CLASS 1 WHITE DIRECTIONAL ARROW
- K TYPE B, CLASS 1 WHITE YIELD LINE TRIANGLES (12" X 18")

LEGEND

- NOTES:
- MAST ARM POLE IDENTIFIER
 - PROPOSED MAST ARM
 - PROPOSED SIGNAL HEAD
 - PROPOSED MAST ARM MOUNTED SIGN
 - EXISTING GROUND MOUNTED SIGN
 - CONDUIT/CABLE NOTES
 - PROPOSED CONDUIT
 - PROPOSED SPLICE ENCLOSURE
 - TRAFFIC CONDUIT
 - WATER LINE
 - PROPOSED PEDESTRIAN PEDestal POLE W/ PUSHBUTTON AND SIGN (PF-2 & PA-2)
 - PROPOSED PEDESTRIAN POST W/ PUSHBUTTON AND SIGN (PA-3)
- LEGEND:
- PROPOSED VIDEO DETECTION CAMERA
 - CLOSED CIRCUIT CAMERA
 - PROPOSED EMERGENCY VEHICLE DETECTOR
 - EXISTING JUNCTION BOX
 - PROPOSED JUNCTION BOX
 - EXISTING SIGNAL CABINET
 - PROPOSED SIGNAL CABINET
 - PROPOSED LUMINAIRE
 - PROPOSED METER BASE
 - PROPOSED SAFETY SWITCH
 - RED LIGHT CONFIRMATION
 - FIBER OPTIC CABLE
 - SANITARY SEWER LINE
 - TELEPHONE
 - GAS LINE



II. BID FORM (Completed form must be submitted as bid cover page)



Bids to be opened: Time 3:00 p.m.
 Thursday, October 3, 2019
 Questions Due by: 1:00 p.m., September 25, 2019
 Work to be Completed in: 210 Days
 Liquidated Damages: \$1,250.00 per calendar day after time for Substantial Completion has expired.
 \$625.00 per calendar day after time for Final Completion has expired.
 Performance Bond: 100%
 Payment Bond: 100%
 Bid Security: 5%

TO: City of Newport News
 Office of Purchasing
 City Hall Fourth Floor
 2400 Washington Avenue
 Newport News, Virginia 23607

A. BID PRICE

In compliance with the Bid Documents titled, IFB#20-1824-2031, **Re-Bid Traffic Signal and Pedestrian Improvements: Warwick Boulevard at 71st Street, Parking Lot Exit and 67th Street**, and all Addenda issued to date all of which are part of this Bid, the undersigned hereby proposes to furnish all items including materials, supervision, labor, and equipment in strict accordance with Contract Documents for the sum of:

ITEM	DESCRIPTION	UNIT	QTY	PRICE
1	Mobilization / Demobilization	1	LS	40,595.00
2	Maintenance of Traffic	1	LS	45,959.00
3	Erosion and Sedimentation Control	1	LS	8,741.00
4	Demolition	1	LS	2,877.00
5	Communications	1	LS	139,448.00
6	Test Bores	1	LS	4,143.00
7	71 st – Concrete, Sidewalks, Curb & Gutter	1	LS	80,542.00
8	71 st – Pavement & Pavement Markings	1	LS	67,904.00
9	71 st – Signal Poles & Foundations, Mast Arms, Traffic Signals, Pedestrian Signal System, Cable, Mast Arm Mounted Signs, Post Mounted Signs	1	LS	83,507.00
10	71 st – Controller Cabinet & Foundation, Electrical System & Components, Uninterruptible Power Supply	1	LS	37,137.00

Re-Bid Traffic Signals and Pedestrian Improvements: Warwick Boulevard at 71st Street, Parking Lot Exit and 67th Street

11	71 st – Junction Boxes & Conduit	1	LS	30,306.00
12	71 st – Closed Circuit Camera Assembly, EVP Detector System, Red Light Confirmation System, Video Detection System	1	LS	35,982.00
13	Parking Lot Exit – Concrete, Sidewalks, Curb & Gutter	1	LS	56,971.00
14	Parking Lot Exit – Pavement & Pavement Markings	1	LS	66,754.00
15	Parking Lot Exit – Signal Pole & Foundation, Mast Arm, Traffic Signals, Pedestrian Signal System, Cable, Mast Arm Mounted Signs, Post Mounted Signs	1	LS	67,495.00
16	Parking Lot Exit – Controller Cabinet & Foundation, Electrical System & Components, Uninterruptible Power Supply	1	LS	35,725.00
17	Parking Lot Exit – Junction Boxes & Conduit	1	LS	36,241.00
18	Parking Lot Exit – EVP Detector System, Red Light Confirmation System, Video Detection System	1	LS	28,582.00
19	67 th – Concrete, Sidewalks, Curb & Gutter	1	LS	18,932.00
20	67 th – Pavement & Pavement Markings	1	LS	4,281.00
21	67 th – Signal Poles & Foundations, Mast Arms, Traffic Signals, Pedestrian Signal System, Cable, Mast Arm Mounted Signs, Post Mounted Signs	1	LS	76,124.00
22	67 th – Controller Cabinet & Foundation, Electrical System & Components, Uninterruptible Power Supply	1	LS	37,998.00
23	67 th – Junction Boxes & Conduit	1	LS	22,751.00
24	67 th – Closed Circuit Camera Assembly, EVP Detector System, Red Light Confirmation System, Video Detection System	1	LS	39,445.00
TOTAL BID				\$ 1,058,440.00

AWARD CLAUSE

The City will make the award on Total Bid to the lowest responsive and responsible bidder. The City reserves the right to conduct any test it may deem advisable and make all evaluations. The City also reserves the right to reject any or all bids, to award whole or in part, and to waive informalities prior to making the award, whenever it is deemed to be in its best interest.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. The prices quoted shall include without exception all materials, supervision, labor, equipment, appliances, clean-up, incidental items, applicable sales, use and other taxes, insurance, building permit or fees, and the Contractor's labor, overhead, profit, mobilization and other mark-ups, and in full accordance with the Contract Documents. Include allowance for waste where appropriate. The unit prices shall be maintained throughout the Contract Time. Unit prices shall be used in determining additions or

deductions from the total Contract Price in the event of changes due to unforeseen conditions in the Work.

Bid Notes:

DESCRIPTION OF LINE ITEMS

Each bid price shall include all labor, material, and equipment required to complete the work as shown on the plan sheets at each location unless otherwise specified or directed by the Engineer. Items listed below are to be included in the lump sum and unit prices and are provided for informational purposes only. Lump sum items may be paid on a percent complete basis using the required Schedule of Values.

1. Mobilization/ Demobilization:

This lump sum price shall include all mobilization and demobilization as well as include area cleanup and restoration of all disturbed areas to an equal or better than existing condition after completion of the project. The Contractor is required to obtain and pay for all necessary permits (Right-of-Way, disposal, land disturbing, etc.). The project sign, permits, etc. shall also be included in this bid price. Be advised that the City's fee structure for Right-of-Way Permits has changed and is no longer a flat rate fee, but is based on the limits of disturbance within the right-of-way. The contractor will also need to acquire an electrical permit for the meter base installation.

2. Maintenance of Traffic:

Included in the lump sum price shall be all equipment, material and labor necessary for the maintenance of traffic plan for the duration of the project. All materials and equipment provided for this line item shall be installed and maintained in a manor so as to comply with the Virginia Work Area Protection Manual 2011 Revision 1 (April 1, 2015) and the Manual on Uniform Traffic Control Devices 2009. See Special Traffic Conditions for additional information regarding hours of operation, lane closure and plan submittals. **The contractor shall submit a traffic control plan for acceptance by the Permits Office before commencing work in the right-of-way.**

3. Erosion and Sedimentation Control:

The Contractor shall exercise reasonable precaution, including the application of temporary measures, throughout the duration of the project to control erosion and prevent or minimize siltation. Such measures shall include but are not limited to, the use of tree protection fences, construction entrance, check dams, straw or silt barriers, and other methods as needed. Temporary measures shall be coordinated with construction to assure economical, effective and continuous erosion and siltation control. All methods and materials shall be in accordance with the latest edition of the Virginia Erosion and Sediment Control Handbook.

Payment shall be the lump sum price bid for installing and maintaining all erosion control measures or as required by the latest edition of the Virginia Erosion and Sediment Control Handbook. Placement of additional erosion control measures may be required by the Engineer due to changed field conditions.

4. Demolition:

Payment for removal and disposal of asphalt, concrete, signage, trees, and other existing improvements as shown on the drawings shall be lump sum. The contractor shall coordinate the salvage and delivery of the existing signage with the City's Transportation Operations office. The price shall include all material, equipment, labor, and services required for the clean and satisfactory removal and off-site disposal of all items necessary to complete the proposed improvements shown on the drawing or as directed by the Engineer. Items including but not limited to: saw cutting, grinding, removal, hauling and disposal, etc... shall be done in accordance with all applicable Federal, State and local laws and regulations. Haul Routes shall be approved through the City of Newport News, Planning Department – Permits Office, prior to the import or export of material to or from the project site.

5. Communications:

Measurement and payment for communications shall be lump sum and include all materials, labor, and services required for the relocation, installation, and/or modification of fiber in accordance to the design drawings. This shall also include conduit and junction boxes and No. 8 locator wire and pull rope left in conduit. Junction boxes shall be installed per VDOT Road and Bridge Standards. This line item shall also include Rugged Layer 2 switches. This shall include a minimum of 8 Ethernet ports and minimum 2 SFP ports. The two SFPs shall have dual LC connectors and be for 1310 wavelength and be for single mode fiber optic cable and speed shall be a minimum 1 Gig. The cable shall be a minimum of 48 SMFO as a backbone and from splice enclosure to cabinet shall be a minimum of 12 SMFO. Junction box lids shall have "NNS TRAFFIC".

6. Test Bores:

Payment for the three (3) test bores shall be lump sum. The unit price shall include all material, labor, and services required for the proper test bores, one at each Signal Pole Location.

7. Concrete, Sidewalks, Curbs and Gutters (Line items 7, 13, 19):

Measurement and payment for all concrete work shown on plans shall be lump sum. This includes but is not limited to ADA compliant curb ramp with paver detectable warning surface, curbing and sidewalk. The unit price shall include all materials, labor and services required for the installation to include but not limited ADA guidelines and standards. All work and materials associated with these items shall be incidental to this item.

Sidewalk shall be installed to the nearest joint to the extent possible to retain uniformity.

Curbs and Curb & Gutter shall be installed to the nearest joint to the extent possible to retain uniformity.

8. Pavement and Pavement Markings (Line items 8, 14, 20):

Measurement and payment of the installation of Asphalt Pavement and Pavement Markings shall be lump sum. The lump sum price shall include all material, labor, and services required for the proper installation of the pavement and striping according to the plans.

9. Signal Poles and Foundations, Mast Arms, Traffic Signals, Pedestrian Signal System, Cable, Mast Arm Mounted and Pole Mounted Signs (Line items 9, 15, 21):

Measurement and payment for the installation of the mast arm traffic signals shall be included in this lump sum. The lump sum price shall include all materials unless otherwise stated in the limits of payment, labor, and services required for the installation of three mast arm poles one on the 71st Street intersection, one on the Parking Lot Exit intersection and one on the 67th Street intersection, the bracket assemblies for the signal heads, signal heads, cable for signal heads, conduit, street name sign installation (sign provided by City), traffic signs, foundations, and any other items necessary to complete the proposed improvements shown on the drawing or as directed by the engineer. The mast arm foundations are included in this item and shall be designed with consideration to the existing soils. The contractor is encouraged to perform field analyses necessary to ensure an appropriate foundation design. The foundation and mast arm submittal shall be sealed by a licensed Professional Engineer. Foundation design shall be VDOT PF-8 2016 Road and Bridge Standards. Pole design shall be MP-3 Maximum Loading standards for 2016 Road and Bridge Standards

The measurement and payment for the SP-8 pedestrian signal heads, the pedestrian push button system (PPB), and the cable for the pedestrian signal head and pushbutton shall be included in this lump sum. The price shall include labor, mountings, LED indication modules, molded terminal blocks, visors, fittings, realignments, and any other necessary items to properly install the pedestrian signal heads as shown on 2016 VDOT Road and Bridge Standards detail SMB-3. Mounting height is specified as per 4E.05 of the 2009 MUTCD, pedestrian signal heads shall be

mounted no less than 7' (seven feet) above the sidewalk and no more than 10' (ten feet) above the sidewalk.

The price shall include installation, foundation, grounding lugs, fittings, handholes and covers, identification tags, and any other necessary items to properly install the pedestal poles as shown on 2016 VDOT Road and Bridge Standards detail PF-2.

For the pedestrian push buttons (PPB) the price shall include labor, materials, and fittings necessary to properly install the APS Polara iNavigator iN2 Push Button System and this system shall be installed on the City network. These shall be yellow.

For the pedestrian signal head and push button cable, the price shall include all cable and connections needed to complete the system.

Measurement and payment for installation of Sign Panels shall be included in this lump sum. This price shall include the installation and/or relocation of signs within the work limits of all three intersections. Ground mounted signs shall have direct buried telepars.

10. Controller Cabinets, Foundations, Electrical Systems & Components, Uninterruptible Power Supply (Line items 10, 16, 22) :

The contractor will furnish and install the traffic signal cabinet, electrical service grounding electrode, electrical service SE-3 Type B and the Econolite Cobalt TS2 Type 1 traffic signal controller. The Controller Cabinet foundations are included in this item.

Payment for the uninterruptible power shall be included in this lump sum and shall include labor, materials, and equipment for the installation of the Uninterruptible Power Supply, the Uninterruptible Power Supply Battery, and the Uninterruptible Power Supply Cabinet. System shall connect to the City network for monitoring and programming.

11. Junction Boxes & Conduit (Line items 11, 17, 23):

Measurement and payment for the junction box shall be included in this lump sum. The price shall include labor and materials necessary to install the junction box, surface restoration, and any other items necessary to properly install the junction box as per 2016 VDOT Roads and Bridge Specifications.

Payment for trenched conduit shall include excavation and installation of conduit, fittings, bonding systems, pull ropes, pull tapes, plastic spacers, No. 8 locator wire as required, pull or splice boxes with an area of 512 cubic inches or less, supports, and protective metal shields. The work shall include surface restoration in disturbed areas. Junction box lids shall have "NNS TRAFFIC" with the exception of the electric service which shall read "ELECTRIC"

Payment for bored conduit shall include conduit, fittings, couplings, and, as required No. 8 locator wire, bonding systems, and pull rope or tape. Pavement restoration and any other items to complete shall be considered incidental to the work.

12. Closed Circuit Camera (CCTV) Assembly, EVP Detector System, Red Light Confirmation System, Video Detection System (Line item 12, 18, 24):

Measurement and payment for the Closed Circuit Camera (CCTV) assembly shall be included in this lump sum. The price shall include labor, materials, and fittings necessary to properly install and operate the CCTV camera system. CCTV camera is not to be installed at parking lot exit.

Measurement and payment for an Opticom traffic pre-emption system (no substitution) shall be included in this lump sum and shall include the GTT Opticom Detector, the GTT Opticom Detector Cable, and the GTT Opticom 764 Phase Selector.

Payment for the Red Light Confirmation Light (RLCL) systems shall be included in this lump sum. The price shall include labor, materials, and fittings necessary to properly install the RLCL systems.

Measurement and payment for the video detection system shall be included in this lump sum. The system shall be a GRIDSMAST system with Performance + module. Each intersection shall have one 360 degree camera. The price shall include labor, materials, equipment, and fittings necessary to provide and properly install the video detection system including but not limited to the video image processor, the system communication, the video detection camera, and the video detection cable (Cat 5 or other cable approved by manufacturer).

B. **ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____.

Addendum No. _____ Dated: _____.

Addendum No. _____ Dated: _____.

Addendum No. _____ Dated: _____.

Addendum No. _____ Dated: _____.

C. We agree to enter into an Agreement with the City of Newport News, Virginia within **seven (7) days** of the notice of award for the price named in our Bid.

D. It is expressly agreed by us that the City of Newport News, Virginia shall have the right to reject any and all Bids and to waive any minor non-substantive errors in the Bid and accept the Bid in the City of Newport News best interests.

E. In default of the performance on our part of the conditions of Bid, our failure to enter into an Agreement with the City of Newport News, Virginia, within the time above set, we herewith furnish a Bid Bond in the amount of \$52,922.00, which shall be absolutely forfeited to the City of Newport News, Virginia.

F. We agree to begin Work at any time we may be notified by the Owner, and complete all of the Work embraced in the Agreement within 210 days;

G. I/We elect to utilize the Escrow Account Procedure described in the provision of this bid if determined to be the successful low Bidder. No (write "Yes" or "No")
_____ Bid total does not qualify for escrow account option

H. The undersigned has read all sections under "Instructions to Bidders."

I. By signing, each signatory acknowledges any strike-throughs contained herein, unless handwritten.

J. **CONTRACTOR'S REGISTRATION, SCC NUMBER AND SIGNATURE**

Registered Virginia Contractor Class and No. 2705-102555 Class A

Registration Expires 2/29/20

State Corporation Commission (SCC) Number 0632093-1

(NOTE: Failure to include Contractor's registration and SCC Number are grounds for rejections of the bid.)

Re-Bid Traffic Signals and Pedestrian Improvements: Warwick Boulevard at 71st Street, Parking Lot Exit and 67th Street

Signed Ausan B. R. Her

Title Susan B. Ritter, President

ation under signature.

Mailing Address and Telephone/E-Mail/Fax Number of Bidder:

Chesapeake, VA 23321

(757) 234-4100 Telephone; _____ E-mail; (757) 410-0392 Fax

Treasurer

Randall W. Hewitt

K. NON COLLUSION AFFIDAVIT (Return with Submittal)

City of Newport News project: Re-Bid Traffic Signals and Pedestrian Improvements: Warwick Boulevard at 71st Street, Parking Lot Exit and 67th Street

Bid Date: 10/3/19

COMMONWEALTH OF VIRGINIA
(City/County)

This day personally appeared before the undersigned, a Notary Public in and for the City/County and State aforesaid,

Susan B. Ritter who having been first duly sworn according to law, did depose and aver as follows:

- (a) That he/she is President
(Owner, Partner, President, etc.)
of Bryant-Ritter Electric Corporation
(insert name of Bidder)
- (b) That he/she is personally familiar with the Bid of Bryant-Ritter Electric Corporation
(insert Company Name)
submitted in connection with the above captioned Owner's project.
- (c) That said Bid was formulated and submitted in good faith as the true bid of said Bidder.
 - 1. In preparation and submission of this Bid, the Bidder did not either directly or indirectly, enter into any combination or agreement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman act (15 U.S.C. Section 1) or sections 59.1-9.1 through 59.1-9.17 or sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.
 - 2. The undersigned Bidder hereby certifies that neither this Bid nor any claim resulting therefrom, is the result of, or affected by, any act of collusion with, or any act of another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for or employed by the Owner has any personal interest in this Bid.
 - 3. The undersigned hereby further agrees that upon request of the Owner, the records and books pertaining to this Bid will be voluntarily supplied, furnished, and released to the Owner.
 - 4. The undersigned hereby further certifies that the Bidder has not knowingly falsified, concealed, misled, or covered up by any trick, scheme, or device a material fact in connection with this bid. The undersigned also certifies that the Bidder has not made any false, fictitious or fraudulent statements or representations or made or used any false writing or documents knowing the same to contain any false, fictitious or fraudulent statement or entry in connection with this Bid.
 - 5. The undersigned further agrees that the Bidder will comply with section

Re-Bid Traffic Signals and Pedestrian Improvements: Warwick Boulevard at 71st Street, Parking Lot Exit and 67th Street

2.2-4374 of the Code of Virginia, 1950, as amended, and has not bought or purchased any equipment from any person employed by the Owner as an independent contractor to furnish architectural or engineering services for this Project, nor from any partnership, association or corporation in which such architect or engineer has a pecuniary interest.

6. The undersigned further agrees to inform and require compliance by the following persons and entities with this anti-collusion statement as a condition of payment: all subcontractors, consultants, subconsultants, or any person, corporation, or legal entities that provide or furnish labor, material, equipment, or Work related to this project.
7. All Covenants and Agreements made by the Contractor are made by it on behalf of the Contractor and its successors, personal representatives and assigns, the same as if they had been specifically named in each instance.

And further this deponent saith not.

Bryant-Ritter Electric Corporation

Name of Company/Bidder

Susan B. Ritter

Susan B. Ritter, President

Title (Owner, Partner, President)

Subscribed and sworn to before me this 3rd day of October, 2019

My commission expires: February 28, 2023

Mary Jane Whitehurst
Mary Jane Whitehurst, Notary



III. BID BOND (City Form, Must be submitted with bid, if applicable)

KNOW ALL MEN BY THOSE PRESENT: That we, the undersigned:
Bryant-Ritter Electric Corporation, 3935 South Military Hwy, Chesapeake, VA 23321

as Principal, and

North American Specialty Insurance Company, 1200 Main Street, Suite 800, Kansas City, MO 64105

as Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia,
in the just and full sum of five percent (5%) of the maximum amount of accompanying bid for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors, and assigns.

WHEREAS, the Principal has submitted a bid, dated October 3rd,
2019, **Re-Bid Traffic Signals and Pedestrian Improvements: Warwick Boulevard at 71st
Street, Parking Lot Exit and 67th Street, 20-1824-2031.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their corporation names and seals, respectively, to be hereunto subscribed and affixed by their officers in that behalf duly authorized this 3rd day of October 2019.

Bryant-Ritter Electric Corporation
CONTRACTOR

BY

Susan B. Ritter
SEAL

ATTEST:

Betty Powell

North American Specialty Insurance Company
SURETY

BY

Jordan Hassani
SEAL

Jordan Hassani - Attorney-In-Fact

ATTEST:

William E. Crawley, Jr.
William E. Crawley, Jr.

East Coast Surety Solutions, LLC
Resident Virginia Agent of Surety

Submit with Power of Attorney

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Jordan Hassani

Principal: Bryant-Ritter Electric Corporation

Bond Number: Bid Bond

Obligee: City of Newport News, Virginia

Bond Amount: See Bond Form

Bond Description: Traffic Signals and Pedestrian Improvements: Warwick Boulevard at 71st Street, Parking Lot Exit and 67th Street, 20-1572-2031.

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of October, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

IV. QUESTIONNAIRE (Return with Submittal)

The following questions shall be answered in full and returned with the bid failure to submit may result in a determination of non-responsive.

1. Name of Company: Bryant-Ritter Electric Corporation
Trade Name (if different from Company Name): Bryant-Ritter Hewitt Electric Corporation
Principal Office Address: 3935 South Military Highway
Chesapeake, VA 23321
Telephone No(s).: (757) 234-4100
Fax No(s).: (757) 410-0392
 - a. If a Corporation, answer the following:
When Incorporated: 2/16/05
In what State: Virginia
Name and Address of Directors: Susan B. Ritter, President, 104 Granger Circle, Yorktown, VA 23692
Randall W. Hewitt, Vice President, 845 Redleaf Circle, Chesapeake, VA 23320
Name and Address of Shareholders: Same as Above
 - b. If an Unincorporated Organization, answer the following:
Date of Organization: _____
Name and Address of Owners or Members: _____
Type and State of Organization: _____
 - c. If a Partnership, state whether Partnership is General or Limited: _____
Name and Address of Owners or Partners: _____
2.
 - a. How many years has this Bidder been in business as a Contractor under its present business name? 14
 - b. What are prior names of this Bidder, if any? _____
3. How many years' experience in this type of construction work has this Bidder had:
a. As a Contractor 14 b. As a Subcontractor 14
4. Provide a list of uncompleted Contracts at present held by this Bidder (attach supplemental sheet if necessary):

<u>Contract</u>	<u>Type of Work</u>	<u>Amount</u>	<u>Percentage Completed</u>
<u>See attached sheet</u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

5. List the Bidder's crew foremen and supervisors proposed for this Project and their years of related experience:

<u>Name</u>	<u>Years of Experience</u>	<u>Dates of Employment With Bidder</u>
<u>Greg Bissette</u>	<u>29</u>	<u>1/12/07</u>
<u>Chris Coup</u>	<u>16</u>	<u>10/27/07</u>
<u></u>	<u></u>	<u></u>

6. What construction equipment does this Bidder own that is available for the proposed Work (attach supplemental sheet if necessary)?

Trencher, Mini Excavator, Auger Truck, Bucket Truck, Directional Boring, Water Truck,
Foundation Drilling Equipment

7. Does this Bidder plan to subcontract any part of this work? If so, list name, address, years of experience, type, and amount of work to be performed by each subcontractor:

Shamrock Construction, 115 Liberty Dr, Yorktown, VA 23693

50 years, Concrete and Asphalt work, Pavement Markings, \$231,950.00

8. Provide a list of projects similar in character and scope to the Work specified under this Contract which have been successfully completed by this Bidder and proposed subcontractors or employees with principal roles in this contract during the past three years (attach supplemental sheet if necessary).

(The term "completed" means accepted and final payment received from the Owner or authorized representative).

Location and Type of Work	Owner's Name/ Address	Contact Person (Name and Telephone)	Date Completed	Contract Price
Patrick Henry Dr. Extension, Newport News	Branscome, Inc, 432 McLaws Cir, Williamsburg, VA 23185	Ed Smith	8/29/19	\$581,194.40
Portsmouth Blvd & Nansemond Parkway Chesapeake & Suffolk	Branscome, Inc, 432 McLaws Cir, Williamsburg, VA 23185	Ed Smith	10/18/18	\$2,136,082.00
VDOT F70 Holland Road	Allan Myers VA, Inc, 301 Concourse Blvd, Ste 300, Glen Allen, VA 23059	Seth Patterson	12/17/18	\$1,465,882.43

9. Have you ever performed work for a municipal corporation, local governing body, or similar agency previously? (If all such bodies are listed under 8, this question need not be completed).

Thomas Nelson & Hastings Dr, Hampton, VA \$148,243.25
 Warwick Blvd at Tabbs and Beechmont, Newport News, VA \$683,839.75
 25th and Huntington Ave Mast Arm Replacement, Newport News, VA \$67,239.00

10. a. Has this Bidder ever failed to complete any work awarded to it? No If yes, give name of Owner, name of Bonding Company and circumstances:
- _____
- _____
- _____
- _____
- _____
- b. Is the Bidder debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city or country?:
 Yes _____ No X If yes, please provide details:
- _____
- _____
- c. Has this Bidder ever had any judgements entered against it for the breach of contract for construction? No If yes, please provide details:
- _____
- _____
- _____

- d. **If requested by the Owner, Give a summary of your financial statement with the bid of requested.** (List assets and liabilities, use an insert sheet, if necessary).

11. State approximate largest dollar volume of work performed by this Bidder in one year:

\$14,356,223.00

12. Give two (2) Banking Institution References:

a. Name: Towne Bank

Address: 2101 Parks Ave, Suite 100, Virginia Beach, VA 23451

Credit Available: \$1,500,000.00

b. Name: _____

Address: _____

Credit Available: _____

13. List three material suppliers and amount of credit available:

Capital Electric \$10,000,000.00

Hampton Roads Electric Supply \$5,000,000.00

Graybar \$5,000,000.00

14. List insurance coverage and amount (or attach certificate of insurance):

Commercial General Liability \$2,000,000.00

Liability-Property

Workman's Comp \$2,000,000.00

Liability-Personal Injury

Leased & Rented Equipment \$400,000.00

Vehicle and Equipment

Automotive Liability \$1,000,000.00

Other - Identify

15. Bonding reference - List surety company and highest coverage:

East Coast Surety Solutions, 241 Expressway Ct, Virginia Beach, VA 23462

16. Have you or your authorized representative, personally inspected the location of the proposed Work, and do you have a clear understanding of the requirements of the Bid Documents?

Yes

The undersigned hereby authorizes and consents to any person, firm or corporation to furnish any information requested by the Owner in verification of this statement of contractor's qualifications. Also, if it is the apparent low Bidder, the undersigned hereby agrees to furnish the Owner upon request, a complete and current financial statement:

Contractor:

Bryant-Ritter Electric Corporation

By:



Title:

Susan B. Ritter, President

Date:

10/3/19

V. CERTIFICATION REGARDING DEBARMENT (Must be submitted with the bid.)

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids, nor are they an agent of any person or entity that is now so debarred.

Susan B. Ritter
Name of Official

Susan B. Ritter, President
Title

Bryant-Ritter Electric Corporation
Firm or Corporation

10/3/19
Date

VI. CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS (Must be submitted with the bid.)

Section 2.2-4311.1 of the Code of Virginia every public body to provide in every written contract that the Contractor does not, and shall not, during the performance of the contract knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Newport News or any of its boards and commissions. **This certification is hereby incorporated into the contract documents.**

Type or print legibly when completing this form.

Legal Name of Contractor: (Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)

Bryant-Ritter Electric Corporation

Type of Business Entity:

Sole proprietorship (Provide full name and address of owner):

Limited Partnership (Provide full name and address of all partners):

General Partnership (Provide full name and address of all partners):

Limited Liability Company (Provide full name and address of all managing members):

Corporation (Provide full name and address of all officers):

Susan B. Ritter, President, 104 Granger Circle, Yorktown, VA 23692

Randall W. Hewitt, Vice President, 845 Redleaf Circle, Chesapeake, VA 23320

Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

Bryant-Ritter Hewitt Electric Corporation

Name and Position of Person Completing this Certificate:

Susan B. Ritter, President

Physical Business Address:

3935 South Military Highway, Chesapeake, VA 23321

Re-Bid Traffic Signals and Pedestrian Improvements: Warwick Boulevard at 71st Street, Parking Lot Exit and 67th Street

Primary Correspondence Address (If different from physical address):

Number of Employees:

45

Are all Employees Who Work in the United States Eligible for Employment in the United States?

Yes

Under penalties of perjury, I declare on behalf of the Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the Contractor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Bryant-Ritter Electric

Sworn this 3rd day of October 2019 on behalf of Corporation as evidenced by the following signature and seal:

Name of Contractor: Bryant-Ritter Electric Corporation

Printed Name of Signatory: Susan B. Ritter, President

Signature: Susan B. Ritter

Date: 10/3/19

COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF Chesapeake, VA, to-wit:

The foregoing instrument was acknowledged before me this 3rd day of October

2019, by Susan B. Ritter

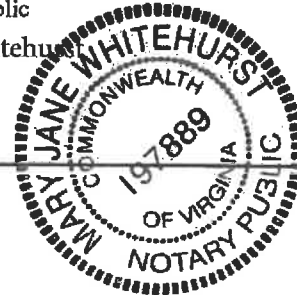
Mary Jane Whitehurst

Notary Public

Mary Jane Whitehurst

Registration No.: 197889

My commission expires: 2/28/23



VII. SAFETY CERTIFICATION FORM (Must be submitted with bid.)

Traffic Signal and Pedestrian Improvements

Project Title: Warwick Blvd at 71st Street, Parking Lot Exit, and 67th Street

Bid No.: IFB #20-1572-2031

Name of Firm: Bryant-Ritter Electric Corporation

Project Safety Responsibility (Name): Greg Bisette

Telephone Number: 757-234-4100

Cell Number: 757-630-0882

Email: gbisette@bryanritter.com

Emergency Contact (Name): Randall W. Hewitt

Bid No.: IFB #20-1572-2031

Telephone Number: 757-234-4100

Cell Number: 757-816-8962

Email: rhewitt@bryanritter.com

The undersigned hereby attests that the project has been carefully evaluated for the safety risks it presents and all safety procedures required based on these risks by Virginia Occupational Safety & Health, referenced in the Bid document, will be implemented. Virginia Occupational Safety & Health and all other applicable Federal, State and local laws referenced in the Bid document, will be implemented. All workers on this project will be properly trained on the use of safety equipment and safe work practices.

By: Susan B. Ritter, President
(Type Name and Title)

 10/3/19
(Signature) (Date)

End of Section



3935 South Military Highway
Chesapeake, Virginia 23321
Phone: 757-234-4100
Fax: 757-410-0392

List of Current Projects

- VDOT J66 I-64W to I-264E – Roadway Lighting, ITS, Signs - \$2,617,160.55 – 96%
- Chesapeake Bay Bridge Tunnel – Temp Power - \$3,375,000.00 – 94%
- Indian River Rd and Kempsville Rd, Virginia Beach – Traffic Signals - \$2,104,041.05 - 91%
- Communication Facility P-913 – Site Electric - \$2,743,772.00 – 46%
- Jefferson Ave, Phase II, Newport News – Street Lighting - \$1,011,780.00 – 17%
- High Rise Bridge Overhead Sign Structure – Sign Installation - \$3,582,076.00 – 2%
- Bruce Rd and Myers Green, Chesapeake – Traffic Signals - \$209,000.00 – 50%
- Pedestrian Accommodations & Countdown Signals, Norfolk – Pedestrian Signals - \$537,716.00 -70%
- West Ocean View and Tidewater Dr, Norfolk – Traffic Signals - \$281,317.00 – 9%
- VDOT A22 I-664 NB Auxillary Lane - Roadway Conduits - \$312,050.00 – 62%
- Jefferson Ave and Center St, Newport News – Traffic Signals - \$365,555.00 – 48%
- VDOT A44 I-64 WB Exit 396A Realignment – Traffic Signals, and Road Work - \$917,850.00 -74%
- Centerville Turnpike Bridge, Chesapeake – Over Height Detection - \$158,175.00 – 45
- Freeman Dr & N Armistead Ave – Traffic Signals - \$45,820.00 – 26
- 22nd St Bridge Replacement, Chesapeake, Traffic Signals - \$588,300.00 – 0%
- Atlantic Ave Reconstruction, Virginia Beach -Traffic Signals- \$229,700.00 -0%
- Monticello Avenue, Williamsburg – Traffic Signals - \$593,170.00 – 0%
- BioPark Phase I, Virginia Beach – Traffic Signals - \$113,813.00 – 0%
- VDOT A61 Laskin Rd, Virginia Beach – Traffic Signals, Street Lighting - \$2,939,689.60 –0%

H. Appropriations

ACTION:

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

1. Office of the Commonwealth's Attorney – Asset Forfeiture Fund: Technology Equipment Supplies – \$15,000
2. Department of Parks, Recreation and Tourism – Petco Foundation Grant: Peninsula Regional Animal Shelter – \$100,000

H. Appropriations

1. Office of the Commonwealth's Attorney – Asset Forfeiture Fund: Technology Equipment Supplies – \$15,000

ACTION: A REQUEST TO APPROVE A RESOLUTION APPROPRIATING \$15,000 FROM THE OFFICE OF THE COMMONWEALTH'S ATTORNEY'S ASSET FORFEITURE FUNDS.

BACKGROUND:

- The Office of the Commonwealth's Attorney's appropriation request is for printer toners and computer repair parts.
- Asset forfeiture funds are transferred to the Office of the Commonwealth's Attorney due to officers participating in state and federal criminal cases where the defendant's assets are seized.
- The unappropriated asset forfeiture balance is approximately \$38,121.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:

Description

Memo to HCC re Commonwealth's Attorney Asset Forfeiture Fund Appropriation 11.6.19
sdm17108 Appropriation re Asset Forfeiture Funds

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

November 6, 2019

TO: The Honorable City Council
FROM: City Manager
SUBJECT: Commonwealth's Attorney Asset Forfeiture Fund Appropriation

The Office of the Commonwealth's Attorney is requesting the appropriation of \$15,000 from the asset forfeiture fund. The funds will be used to purchase toner for printers and computer repair parts.

Asset forfeiture funds are transferred from the Department of Criminal Justice to the Commonwealth's Attorney because of officers participating in state and federal criminal cases where the defendant's assets are seized. The current asset forfeiture balance is approximately \$38,121.

I recommend the approval.


Cynthia D. Rohlf

CDR:HEG:ea

cc. Howard E. Gwynn, Commonwealth Attorney, Commonwealth Attorney's Office

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING FUNDS FROM USE OF FUND BALANCE TO OFFICE SUPPLIES.

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

That it hereby appropriates funds from Use of Fund Balance to Office Supplies, as follows:

Appropriation From:

Use of Fund Balance	
2631-000-22-0000-452000-000000-	
0000-22F20-22F20	\$ 15,000.00

Appropriation To:

Office Supplies	
2631-000-22-0000-554010-000000-	
0000-22F20-22F20	\$ 15,000.00

H. Appropriations

2. Department of Parks, Recreation and Tourism – Petco Foundation Grant: Peninsula Regional Animal Shelter – \$100,000

ACTION: A REQUEST TO APPROVE A RESOLUTION
APPROPRIATING FUNDS FROM PETCO FOUNDATION
GRANT – REVENUE TO PETCO FOUNDATION GRANT –
CONTRACTUAL SERVICES IN THE AMOUNT OF \$100,000
FOR THE PENINSULA REGIONAL ANIMAL SHELTER.

BACKGROUND:

- The Peninsula Regional Animal Shelter (Shelter) has been awarded a \$100,000 grant from the Petco Foundation in support of its efforts to expand and enhance the Shelter's Animal Foster Care Program for Hampton, Newport News, Poquoson, and York County.
- The Petco Foundation investment will help the Shelter build a comprehensive network of trained foster volunteers for animals that need extra care, support, and attention before being able to be adopted.
- The grant is a continued investment from Petco Foundation as earlier this year they awarded the shelter a \$50,000 grant that was used to purchase and brand an adoption bus in support of the Shelter's community outreach efforts and off-site adoptions.

FISCAL IMPACT:

- The grant does not require any matching funds.
- This grant award will provide \$100,000 for the first year, with the ability to apply for additional funds in subsequent years.
- The City Manager recommends approval.

ATTACHMENTS:

Description

Memo to HCC re Appropriation of \$100,000 Grant from the Petco Foundation 11.6.19
sdm17112 Appropriation re Petco Grant Appropriation

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

November 6, 2019

TO: The Honorable City Council

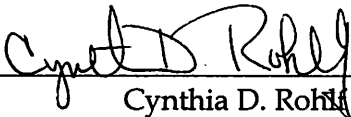
FROM: City Manager

SUBJECT: Appropriation of \$100,000 Grant from the Petco Foundation

The Peninsula Regional Animal Shelter (PRAS) was recently awarded a \$100,000 grant from the Petco Foundation. The grant will be used to expand and enhance the Shelter's fostering program, which will build a comprehensive network of trained foster volunteers for animals that need extra care, support and attention before being able to be adopted.

The grant does not require any matching funds and, in addition to this year's grant, Petco has indicated that the Shelter would be eligible for additional grant funding in future years.

I recommend approval of the attached resolution appropriating this grant funding.


Cynthia D. Rohlf

CDR:mdp

Attachment

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING FUNDS FROM PETCO FOUNDATION GRANT - REVENUE TO PETCO FOUNDATION GRANT - CONTRACTUAL SERVICES.

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

That it hereby appropriates funds from Petco Foundation Grant - Revenue to Petco Foundation Grant - Contractual Services, as follows:

Appropriation From:

Petco Foundation Grant - Revenue 2640-000-37-3797-481000-000000- 0000-37T20-37T20	\$ 100,000.00
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Appropriation To:

Petco Foundation Grant - Contractual Services 2640-000-37-3797-530100-000000- 0000-37T20-37T20	\$ 100,000.00
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*I. Citizen Comments on Matters Germane to the Business of City Council

J. Old Business, New Business and Councilmember Comments

City Manager
City Attorney
City Clerk

Vick
Woodbury
Cherry
Harris
Jenkins
Price
Scott

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."**