

SUFFOLK CITY COUNCIL MEETING OF JUNE 3, 2026



WORK SESSION

Begins at 4:00 P.M.

REGULAR SESSION

Begins at 6:00 P.M.

**SUFFOLK CITY COUNCIL
WORK SESSION
June 3, 2026
4:00 p.m.
City Council Chamber**

1. Plan of Finance Update – 2026 Bond Issuance and Refunding Opportunities
2. Water Service Line Field Inventory Project Update
3. *Appointments

* Proposed Items for Closed Session

AGENDA: June 3, 2026, Work Session

ITEM: Plan of Finance Update – 2026 Bond Issuance and Refunding Opportunities

Kyle Laux with Davenport & Company, the City's financial advisor, will provide City Council with an update regarding the plan of finance for the 2026 bond issuance and opportunities for refunding.

AGENDA: June 3, 2026, Work Session

ITEM: Water Service Line Field Inventory Project Update

Director of Public Utilities, Paul Retel, will provide an update to City Council in reference to the Water Service Line Field Inventory Project.

SUFFOLK CITY COUNCIL AGENDA

June 3, 2026

6:00 p.m.

City Council Chamber

- 1. Call to Order**
- 2. Nonsectarian Invocation**
- 3. Approval of the Minutes**
- 4. Special Presentations**
- 5. Removal of Items from the Consent Agenda and Adoption of the Agenda**
- 6. Agenda Speakers**
- 7. Consent Agenda** - An ordinance to amend Sections 70-58, 70-124, and 70-173 of the Code of the City of Suffolk concerning Civil Penalty Schedule, Placement of City-issued Automated Containers and Recycling Containers for Collection, and Billing and Payment, Interest, Liens (Refuse)
- 8. Consent Agenda** - An ordinance to amend Section 90-521 of the Code of the City of Suffolk concerning Billing and Payment, Interest, Liens (Stormwater)
- 9. Consent Agenda** - A resolution authorizing the City Manager to amend the Planning NEXT Contract
- 10. Consent Agenda** - An ordinance to accept and appropriate additional funds from the Federal Aviation Administration for the T-Hanger G project at the Suffolk Executive Airport
- 11. Consent Agenda** - An ordinance to accept and appropriate funds from the Commonwealth of Virginia Department of Aviation for the Suffolk Executive Airport
- 12. Consent Agenda** - An ordinance to appropriate funds from the Fleet Management Unrestricted Net Position to the FY 2025-2026 Fleet Management Fund Budget in an amount not to exceed \$1,000,000
- 13. Consent Agenda** - An ordinance to appropriate funds from the Risk Management Unrestricted Net Position to the FY 2025-2026 Risk Management Fund Budget in an amount not to exceed \$3,000,000
- 14. Consent Agenda** - An ordinance to appropriate funds from the General Fund Committed Fund Balance Capital Reserve Fund and to transfer funds to the Capital Projects Fund for the Nansemond Parkway Wilroy Road Overpass project and the Downtown Suffolk Library project

15. **Consent Agenda** - An ordinance authorizing the issuance and sale of revenue bonds by the City of Suffolk, Virginia, and establishing the terms, details, and provisions for the payment thereof
16. **Public Hearings**
17. **Ordinances**
18. **Resolutions**
19. **Staff Report** - 2026 Legislative Update
20. **Motions**
21. **Non-Agenda Speakers**
22. **New Business**
23. **Announcements and Comments**
24. **Adjournment**

Work Session of the Suffolk City Council was held in the City Council Chamber, 442 West Washington Street, on Wednesday, February 18, 2026, 4:00 p.m.

PRESENT

Council Members -

Michael D. Duman, Mayor, presiding

Lue R. Ward, Jr., Vice Mayor

Leroy Bennett

Shelley Butler Barlow

Timothy J. Johnson

John T. Rector

LeOtis L. Williams

Ebony N. Wright

Erika S. Dawley, City Clerk

William E. Hutchings, Jr., City Attorney

Kevin M. Hughes, Interim City Manager

ABSENT

None

FISCAL YEAR 2026-2027 REAL ESTATE RE-ASSESSMENT REPORT

Utilizing a PowerPoint presentation, City Assessor Holt Butt provided a report about the above referenced item.

Referring to the presentation, Vice Mayor Ward sought information about the City's rents compared to other localities in the region. City Assessor Butt estimated Suffolk's rent was \$150 higher than other localities in the region.

Referring to the presentation, Council Member Rector called for clarification about year-over-year transfers. City Assessor Butt advised he can follow up and provide the information in the future.

Council Member Rector queried about the reason Suffolk rents were higher than surrounding communities. City Assessor Butt surmised that the rental stock is newer in Suffolk.

Referring to the presentation, Council Member Rector asked about the difference between a "delivered unit" and an "absorbed unit." City Assessor Butt advised that a "delivered unit" is built, as in the case of a completed apartment building. He further explained that an "absorbed unit" would be the rental of an apartment in that building.

Referring to the presentation, Council Member Rector inquired about the increase in commercial real estate value in relation to new construction. City Assessor Butt said some of the construction is new. He further explained that some of the valuation is due to staff catching up on backlogged appraisals.

CLOSED MEETING

City Clerk Dawley presented the Closed Meeting motion for City Council's consideration:

1. Pursuant to Virginia Code Section 2.2-3711(A)(1), the discussion, consideration, or interviews of prospective candidates for appointment and the assignment, appointment, and performance of specific public officers or appointees of the City, specifically the appointments as shown on the attached list for vacancies or term expirations for the Early Childhood Development Commission, Economic Development Authority of the City of Suffolk, Human Services Advisory Board, Local Board of Building Code Appeals, Parks and Recreation Advisory Commission, Suffolk Redevelopment and Housing Authority, The Planning Council, Tidewater Youth Services Commission, and the appointment of the City Manager.

Council Member Butler Barlow, on a motion seconded by Council Member Bennett, moved that City Council convene in a closed meeting for the above referenced purposes, by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	8
NAYS:	None	0

City Council convened in Closed Meeting at 4:31 p.m. The Closed Meeting concluded at 5:34 p.m.

Teste: _____
Erika S. Dawley, MMC, City Clerk

Approved: _____
Michael D. Duman, Mayor

Regular Meeting of the Suffolk City Council was held in the City Council Chamber, 442 West Washington Street, on Wednesday, February 18, 2026, at 6:00 p.m.

PRESENT

Council Members -

Michael D. Duman, Mayor, presiding

Lue R. Ward, Jr., Vice Mayor

Leroy Bennett

Shelley Butler Barlow

Timothy J. Johnson

John T. Rector

LeOtis L. Williams

Ebony N. Wright

Erika S. Dawley, City Clerk

William E. Hutchings, Jr., City Attorney

Kevin Hughes, Interim City Manager

ABSENT

None

CALL TO ORDER/INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Duman called the meeting to order. Council Member Butler Barlow offered the Invocation, and Boy Scout Ryan Bertrand of Troop 259 led the Pledge of Allegiance to the Flag.

FREEDOM OF INFORMATION ACT CERTIFICATION

City Clerk Dawley presented a resolution certifying the Closed Meeting of February 18, 2026, pursuant to Section 2.2-3712 of the Code of Virginia (1950), as amended.

Council Member Williams, on a motion seconded by Council Member Rector, moved to approve the resolution, as presented, by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	8
NAYS:	None	0

A RESOLUTION OF CERTIFICATION OF THE CLOSED MEETING OF FEBRUARY 18, 2026, PURSUANT TO SECTION 2.2-3712 OF THE CODE OF VIRGINIA (1950), AS AMENDED

APPROVAL OF THE MINUTES

Council Member Williams, on a motion seconded by Council Member Johnson, moved to approve the minutes from the November 5, 2025, Work Session and Regular Meeting, as presented, by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	8
NAYS:	None	0

SPECIAL PRESENTATIONS

Special Presentation - A proclamation in recognition of “Benefit Programs Specialists Appreciation Month”

Mayor Duman presented the above referenced proclamation to Social Services Director Harry Cromer and Social Services Assistant Director Danielle Williams. Utilizing a PowerPoint presentation, Social Services Assistant Director Williams provided information about the above-mentioned topic.

REMOVAL OF ITEMS FROM THE CONSENT AGENDA AND ADOPTION OF THE AGENDA

Interim City Manager Hughes announced that there was a request to continue Item #13 to the March 18, 2026, City Council meeting - an ordinance to rezone and amend the official zoning map of the City of Suffolk to change the zoning from B-2, General Commercial Zoning District, to RU-18, Residential Urban-18 (Conditional) Zoning District for property located at 1700 and 1802 N. Main Street, Zoning Map 25, Parcel 45A, and Zoning Map 26E, Parcel F*G*PT*J, and add conditions for the parcel zoned MUD, Mixed Use Development Overlay District, Zoning Map 25, Parcel 45E, Account Numbers 253066200, 253067100, and 254001810; RZN2025-004 (Conditional) (This item was continued from the December 17, 2025, City Council meeting.)

Mayor Duman announced that he had a personal interest in the applicant’s business, NVR, Incorporated, doing business as Ryan Homes, and he disqualified himself from participating in any transaction related to RZN2025-004.

Council Member Williams, on a motion seconded by Vice Mayor Ward, moved to continue consideration of Item #13 to the March 18, 2026, City Council meeting, by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	8
NAYS:	None	0

Council Member Rector, on a motion seconded by Council Member Wright, moved to adopt the remainder of the agenda, as presented, by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	8
NAYS:	None	0

AGENDA SPEAKERS

There were no speakers under this portion of the agenda.

CONSENT AGENDA

There were no items under this portion of the agenda.

PUBLIC HEARINGS

Public Hearing - A resolution to adopt the Capital Improvements Program and Plan for Fiscal Years 2026-2027 through 2035-2036

Interim City Manager Kevin Hughes offered introductory remarks and reported the amendments to the Capital Improvement Plan approved at the February 4, 2026, Work Session. He listed the following amendments to the plan: the lights for the Holland Park and Athletic Field; the acceleration of the expansion of Nansemond River High School to Fiscal Year 2028-2029 and the inclusion of the replacement of Kimberly Bridge in Fiscal Years 2032-2036.

Utilizing a PowerPoint presentation, Finance and Budget Director Stephanie Wells and Interim City Manager Gerry Jones provided a summary of the above item with the aforementioned amendments requested by City Council.

The following individuals spoke in support of the funding for sidewalks and infrastructure in Pughsville:

Dezmond Kee, 4414 Marlin Avenue, representing self.

Dax Kee, 4414 Marlin Avenue, representing self.

Dylan Echols, 4414 Marlin Avenue, representing self.

Wayne White, 4216 Coltrane Avenue, representing self.

Carolyn White, 4216 Coltrane Avenue, representing self.

Pamela Brandy, 5016 Pearl Street, Chesapeake, Virginia, representing self.

Felton Whitfield, 5210 Portsmouth Boulevard, representing self, spoke in support of funding for a statue of Dr. Martin Luther King, Jr. in Peanut Park.

Charles Leavell, 3905 Pughsville Road, representing self, spoke in support of the funding for sidewalks and infrastructure in Pughsville and a statue of Dr. Martin Luther King, Jr. in Peanut Park.

Reverend Barry Sessoms, 1056 Centerbrooke Lane, representing self, spoke in support of the restoration of the former Phoenix Bank Building.

Valerie Boykin, 119 Sumner Street, representing the Suffolk-Nansemond Branch of the NAACP, spoke in support of funding a statue of Dr. Martin Luther King, Jr. in Peanut Park, the restoration of the former Phoenix Bank Building and the study for the restoration of the Nansemond County Training School.

Shameka Council, 210 Greenfield Crescent, representing self, spoke in support of funding for the restoration of the former Phoenix Bank Building.

Larry Parker, 1829 Mountainside Avenue, representing Piney Grove Baptist Church, spoke in support of funding a statue of Dr. Martin Luther King, Jr. in Peanut Park

Jenny Willman, 4305 Ainslie Court South, representing self, opined about the proposed Capital Improvements Program and Plan for Fiscal Years 2026-2027 through 2035-2036.

William Webb, 810 Dumville Avenue, representing self, opined about the Kimberly Bridge and improving the intersection of Constance Road and North Main Street.

Hearing no additional speakers, the public hearing was closed.

Council Member Johnson, on a motion seconded by Council Member Wright, moved to approve the resolution, as presented, by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	8
NAYS:	None	0

A RESOLUTION TO ADOPT THE CAPITAL IMPROVEMENTS PROGRAM & PLAN FOR FISCAL YEARS 2026-2027 THROUGH 2035-2036

Public Hearing - An ordinance to rezone and amend the official zoning map of the City of Suffolk to amend the previously approved proffers for properties located at 2821 A and 2821 Holland Road, Zoning Map 32, Parcels 29*2 and 29, and to change the zoning from M-1 (Conditional), Light Industrial Zoning District to B-2, General Commercial (Conditional) Zoning District, for a portion of a property located at 2821 Holland Road, Zoning Map 32, Parcel 29, Account Numbers 154000521 and 150413000; RZN2025-008 (Conditional)

Utilizing a PowerPoint presentation, Planning and Community Development Director Kevin Wyne provided a summary of the background information as printed in the official agenda and distributed an updated ordinance.

Council Member Johnson said that he is able to participate in consideration of this item, although his property would be impacted.

Rob Beaman, Troutman Pepper Locke, no address given, attorney for the applicant, Justen Giambuvo, RaceTrac, Incorporated, spoke in support of the proposed ordinance as amended.

Hearing no additional speakers, the public hearing was closed.

Council Member Williams, on a motion seconded by Council Member Johnson, moved to approve the ordinance, as presented.

City Clerk Dawley solicited clarification on whether the motion was intended for the amended ordinance presented by Planning and Community Development Director Wyne, who offered that the amended ordinance corrects a typographical error.

Referring to the presentation, Mayor Duman asked for more information about #4 in the Voluntary Proffer Statement, which reads “Development of the B-2 property shall be in substantial accordance with the conceptual development plan titled “Westport Commercial Rezoning” dated December 10, 2025 as identified in Exhibit I.” Planning and Community Development Director Wyne explained that staff would use the Conceptual Development Plan, which is part of the ordinance and listed as Exhibit I, to ensure compliance.

Council Member Williams, on a motion seconded by Council Member Johnson, moved to approve the amended ordinance, by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	8
NAYS:	None	0

AN ORDINANCE AMEND THE PREVIOUSLY APPROVED PROFFERS FOR PROPERTIES LOCATED AT 2821 A AND 2821 HOLLAND ROAD, ZONING MAP 32, PARCELS 29*2 AND 29, AND TO CHANGE THE ZONING FROM M-1 (CONDITIONAL), LIGHT INDUSTRIAL ZONING DISTRICT TO B-2, GENERAL COMMERCIAL (CONDITIONAL) ZONING DISTRICT, FOR A PORTION OF A PROPERTY LOCATED AT 2821 HOLLAND ROAD, ZONING MAP 32, PARCEL 29, ACCOUNT NUMBERS 154000521 AND 150413000; RZN2025-008 (CONDITIONAL), AS AMENDED

Public Hearing - An ordinance to grant a Conditional Use Permit to establish a truck stop/travel plaza on a property located at 2821 A and 2821 Holland Road, Zoning Map 32, Parcels 29*2 and 29, Account Numbers 154000521 and 150413000; CUP2025-005

Utilizing a PowerPoint presentation, Planning and Community Development Director Wyne provided a summary of the background information as printed in the official agenda.

Rob Beaman, Troutman Pepper Locke, no address given, attorney for the applicant, Justen Giamblvo, RaceTrac, Incorporated, spoke in support of the proposed ordinance.

Hearing no additional speakers, the public hearing was closed.

Council Member Rector, on a motion seconded by Council Member Wright, moved to approve the ordinance, with conditions, as presented by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	8
NAYS:	None	0

AN ORDINANCE TO GRANT A CONDITIONAL USE PERMIT TO ESTABLISH A TRUCK STOP/TRAVEL PLAZA ON A PROPERTY LOCATED AT 2821 A AND 2821 HOLLAND ROAD, ZONING MAP 32, PARCELS 29*2 AND 29, ACCOUNT NUMBERS 154000521 AND 150413000; CUP2025-005

Public Hearing - An ordinance to grant a Conditional Use Permit to establish a truck stop/travel plaza on property located on Pruden Boulevard, Zoning Map 25, Parcel 57*57A*11, Account Number 254003517; CUP2025-014

Utilizing a PowerPoint presentation, Planning and Community Development Director Wyne provided a summary of the background information as printed in the official agenda.

Rob Beaman, Troutman Pepper Locke, no address given, attorney for the applicant, Justen Giamblo, RaceTrac, Inc., spoke in support of the proposed ordinance.

Hearing no additional speakers, the public hearing was closed.

Council Member Williams, on a motion seconded by Council Member Wright, moved to approve the ordinance, with conditions, as presented by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	8
NAYS:	None	0

AN ORDINANCE TO GRANT A CONDITIONAL USE PERMIT TO ESTABLISH A TRUCK STOP/TRAVEL PLAZA ON PROPERTY LOCATED ON PRUDEN BOULEVARD, ZONING MAP 25, PARCEL 57*57A*11, ACCOUNT NUMBER 254003517; CUP2025-014

Public Hearing - An ordinance authorizing the City Manager to execute a deed of easement with the Commonwealth of Virginia Department of Environmental Quality to convey temporary and permanent non-exclusive easements for the installation of and access to a water quality observation well on City-owned property located on the site of the Reids Ferry well in the Chuckatuck Borough in the City of Suffolk

Utilizing a PowerPoint presentation, Public Works Director Paul Retel provided a summary of the background information as printed in the official agenda.

Hearing no speakers, the public hearing was closed.

Council Member Bennett, on a motion seconded by Council Member Butler Barlow, moved to approve the ordinance, as presented, by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	8
NAYS:	None	0

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED OF EASEMENT WITH THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY TO CONVEY TEMPORARY AND PERMANENT NON-EXCLUSIVE EASEMENTS FOR THE INSTALLATION OF AND ACCESS TO A WATER QUALITY OBSERVATION WELL ON CITY-OWNED PROPERTY LOCATED ON THE SITE OF THE REIDS FERRY WELL IN THE CHUCKATUCK BOROUGH IN THE CITY OF SUFFOLK

ORDINANCES

Ordinance - An ordinance to rezone and amend the official zoning map of the City of Suffolk to change the zoning from B-2, General Commercial Zoning District, to RU-18, Residential Urban-18 (Conditional) Zoning District for property located at 1700 and 1802 North Main Street, Zoning Map 25, Parcel 45A, and Zoning Map 26E, Parcel F*G*PT*J, and add conditions for the parcel zoned MUD, Mixed Use Development Overlay District, Zoning Map 25, Parcel 45E, Account Numbers 253066200, 253067100, AND 254001810; RZN2025-004 (Conditional) ***This item was continued from the December 17, 2025, City Council meeting.**

This item was continued to the March 18, 2026, City Council meeting.

Ordinance - An ordinance to grant a Conditional Use Permit to establish a Commercial Dog Kennel use on property located at 6128 Old Myrtle Road, Zoning Map 23, Parcels 19 and 19A, Account Number 251193000 and 253071700; CUP2025-004 ***This item was continued from the November 19, 2025, City Council meeting***

Utilizing a PowerPoint presentation, Planning and Community Development Director Wyne provided a summary of the background information as printed in the official agenda and announced that the ordinance should include a condition to limit the number of dogs to ten, if it was the will of City Council to approve the application.

Referring to the presentation, Council Member Johnson asked about the number of dogs requested at the kennel. Samantha Wood, property owner, said they reduced the number of dogs to be kept from 24 to ten.

Referring to the presentation, Council Member Johnson inquired about provisions for the dogs in cold weather. Mrs. Wood advised the enclosures have canvas sides, and the dogs have blankets and raised pet beds.

Council Member Johnson asked whether they moved to a larger lot. Mrs. Wood replied in the affirmative.

Council Member Johnson requested information about outreach to the neighbors. Mrs. Wood said she tried to contact neighbors but received no response.

Referring to the presentation, Council Member Bennett inquired about maintaining compliance with the ten-dog limit when a litter is born. Mrs. Wood said that puppies under six months old do not count toward the ten-dog limit.

Referring to the presentation, Mayor Duman requested information about the conditions in the application. Planning and Community Development Director Wyne summarized conditions numbers one through five would be the same, and an additional condition should be added to limit the number of dogs to ten, if City Council approves the ordinance.

Referring to the presentation, Council Member Williams queried about odor mitigation efforts. Mrs. Wood reported that the kennels are cleaned twice daily, and they have been enclosed. She concluded that the kennels are power washed twice a week.

Referring to the presentation, Council Member Williams solicited information about the characteristics and manpower for inspections. Planning and Community Development Director Wyne reported that the city has four inspectors, who would likely perform surprise inspections.

Council Member Wright, on a motion seconded by Council Member Johnson, moved to deny the ordinance, as presented, by the following vote:

AYES:	Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	6
NAYS:	Mayor Duman and Vice Mayor Ward	2

RESOLUTIONS

Resolution - A resolution authorizing Hospital to Home, LLC to operate ambulance services within the City of Suffolk

Utilizing a PowerPoint presentation, Economic Development Director Janet Days supplied a review of the background information as printed in the official agenda.

Council Member Williams, on a motion seconded by Council Member Rector, moved to approve the resolution, as presented, by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	8
NAYS:	None	0

STAFF REPORTS

There were no items under this portion of the agenda.

MOTIONS

There were no items under this portion of the agenda.

NON-AGENDA SPEAKERS

Erin Clemow, 113 Pitchkettle Point Drive, representing self, opined about environmental concerns near the Virginia Department of Transportation property on North Main Street in relation to RZN2025-004.

Rachel Billis, 501 Front Street, Norfolk, Virginia representing People for the Ethical Treatment of Animals, was not present when called.

Cathleen Van Wassen, 5093 Kings Grant Circle, representing self, requested the prohibition of warehouses becoming immigration detention centers.

NEW BUSINESS

City Clerk Dawley presented the following boards and commissions for City Council's consideration: Economic Development Authority of the City of Suffolk - Whaleyville Borough Representative (effective March 1, 2026) - Anthony Harper; Economic Development Authority of the City of Suffolk - Nansemond Borough Representative - Sean Banks; Human Services Advisory Board - Lucille White; and Suffolk Redevelopment and Housing Authority Board of Commissioners - Charlene Jones.

Council Member Williams, on a motion seconded by Vice Mayor Ward, moved to nominate and appoint the aforementioned individuals to the respective bodies, as presented, by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams and Wright	8
NAYS:	None	0

ANNOUNCEMENTS AND COMMENTS

Utilizing a PowerPoint presentation, Communications Director Jennifer Moore provided a report on the following: Booker T. Washington Elementary School's STEM Academy; Suffolk Police Department's Promotional Ceremony; availability of the public comment portal for the Suffolk Police Department's re-accreditation process from the Commission for Accreditation of Law Enforcement Agencies, Incorporated; solicitation for food vendors for Parks and Recreation Department events; Public Works Department's pothole blitz; Suffolk Super Bowl Donation of Kindness Drive; planned outage of the City's Geographic Information System Map Services for maintenance; Great Suffolk Cleanup registration; and availability of the Public Safety Portal.

Council Member Butler Barlow opined about the Capital Improvements Program and Plan for Fiscal Years 2026-2027 through 2035-2036.

Council Member Butler Barlow reported she attended the Greater Oakland Chuckatuck Civic League meeting.

Council Member Butler Barlow opined about CUP2025-004.

Council Member Bennett extended condolences to the family of the late Reverend Jesse Jackson.

Council Member Bennett acknowledged those who received promotions in the Suffolk Police Department.

Council Member Bennett opined about the potential of warehouses in the City becoming immigrant detention centers.

Council Member Bennett acknowledged those who spoke about the Capital Improvements Program and Plan for Fiscal Years 2026-2027 through 2035-2036.

Council Member Bennett recognized staff from the Public Works and Economic Development Departments.

Council Member Johnson opined about eagles on the Virginia Department of Transportation's Main Street property.

Council Member Johnson opined about CUP2025-004.

Council Member Johnson commented on the potential of warehouses in the City becoming immigrant detention centers.

Council Member Wright thanked Boy Scout Ryan Bertrand for leading the Pledge of Allegiance to the Flag.

Council Member Wright opined about the Capital Improvements Program and Plan for Fiscal Years 2026-2027 through 2035-2036.

Council Member Wright recognized staff from the Social Services Department.

Council Member Wright opined about CUP2025-004.

Council Member Wright reported she attended a meeting homeowners association meeting in the Sleepy Hole Borough.

Council Member Rector announced that he attended a homeowners association meeting in the Suffolk Borough.

Council Member Rector acknowledged those who received promotions in the Suffolk Police Department.

Council Member Rector opined about the Capital Improvements Program and Plan for Fiscal Years 2026-2027 through 2035-2036.

Council Member Rector opined about eagles on Virginia Department of Transportation's Main Street property.

Council Member Williams opined about the Capital Improvements Program and Plan for Fiscal Years 2026-2027 through 2035-2036.

Council Member Williams recognized staff from the Public Works Department.

Council Member Williams announced an upcoming town hall meeting in the Whaleyville Borough.

Vice Mayor Ward commented on the 70th birthday of Dr. Anthony Copeland.

Vice Mayor Ward congratulated Sean Banks on his appointment to the Economic Development Authority of the City of Suffolk.

Vice Mayor Ward opined about the Capital Improvements Program and Plan for Fiscal Years 2026-2027 through 2035-2036.

Vice Mayor Ward opined on the potential of warehouses in the City becoming immigrant detention centers.

Vice Mayor Ward extended condolences to the family of the late Reverend Jesse Jackson.

Vice Mayor Ward extended condolences to the family of the late King Salim Khalfani, former President of the Virginia State Conference of the NAACP.

Vice Mayor Ward opined about the late Dr. J. Rayfield Vines, former President of the Virginia State Conference of the NAACP.

Vice Mayor Ward opined about the late Paul C. Gillis, former President of the Virginia State Conference of the NAACP.

Mayor Duman opined on the potential of warehouses in the City becoming immigrant detention centers.

Mayor Duman opined about the re-assessment report from City Assessor Holt Butt.

Mayor Duman announced that he attended the Education Committee meeting and the Suffolk Police Department Promotional Ceremony.

Mayor Duman expressed his appreciation to those who extended their condolences on the passing of his dog, Holly.

Council Member Wright, on a motion seconded by Council Member Williams, moved to adjourn, by the following vote:

AYES:	Mayor Duman, Vice Mayor Ward, and Council Members Bennett, Butler Barlow, Johnson, Rector, Williams, and Wright	8
NAYS:	None	0

There being no further business to come before City Council, the regular meeting was adjourned at 9:10 p.m.

Teste: _____
Erika S. Dawley, MMC, City Clerk

Approved: _____
Michael D. Duman, Mayor

Special Presentations

Removal of Items from the Consent Agenda and Adoption of the Agenda

Agenda Speakers

AGENDA: June 3, 2026, Regular Session

ITEM: Consent Agenda – An ordinance to amend Sections 70-58, 70-124, and 70-173 of the Code of the City of Suffolk concerning Civil Penalty Schedule, Placement of City-issued Automated Containers and Recycling Containers for Collection, and Billing and Payment, Interest, Liens

Attached for Council's consideration and approval is an ordinance which amends Sections 70-58 "Civil Penalty Schedule", 70-124 "Placement of City-issued Automated Containers and Recycling Containers for Collection", and 70-173 "Billing and Payment, Interest, Liens" of Chapter 70 - Solid Waste, of the City Code.

RECOMMENDATION:

Approve the attached ordinance.

ATTACHMENT:

Ordinance

ORDINANCE NUMBER _____

AN ORDINANCE TO AMEND SECTIONS 70-58, 70-124, AND 70-173 OF THE CODE OF THE CITY OF SUFFOLK CONCERNING CIVIL PENALTY SCHEDULE, PLACEMENT OF CITY-ISSUED AUTOMATED CONTAINERS AND RECYCLING CONTAINERS FOR COLLECTION, AND BILLING AND PAYMENT, INTEREST, LIENS

BE IT ORDAINED by the Council of the City of Suffolk, Virginia, that Sections 70-58, 70-124, and 70-173 of Chapter 70, "Solid Waste" of the Code of the City of Suffolk, Virginia, 1998, are hereby amended to read as follows:

Sec. 70-58. – Civil penalty schedule.

A civil penalty for the schedule of offenses below will be assessed for violations of the following sections of this chapter:

For Violation of Section	Penalty
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70-91....\$250.00
70-93....\$250.00
70-94....\$250.00
70-95....\$250.00
70-96....\$250.00
70-97....\$250.00
70-98....\$250.00
70-123....\$50.00
70-124....\$100.00
70-125....\$250.00
70-127....\$250.00

Sec. 70-124. - Placement of city-issued automated containers and recycling containers for collection.

- (a) City-issued automated containers and recycling containers shall be placed on the curb line or road shoulder adjacent to the property owners' boundary line no earlier than 5:00 p.m. on the day before the scheduled collection and no later than 7:00 a.m. on the days of collection designated by the city manager or their designee. Residents or property occupants shall not place garbage and trash containers on public right-of-way in front of or adjoining any property other than their own, without the permission of the residents or property occupants. Occupants of property used for commercial purposes shall place such containers on the curb line or road shoulder no later than 7:00 a.m. on such days as shall be designated by the city manager for collection; except that where such commercial property abuts upon a public alley of such width as to properly accommodate collection trucks, the city-issued automated

or compatible refuse containers may, with the approval of the city manager or their designee, be placed at the alley for collection.

- (b) All city-issued automated or compatible refuse containers shall be removed from the curb line or road shoulder line as soon as practicable after they have been emptied.
- (c) Occupants of property located within the downtown influence area as designated in the adopted downtown master plan, as it may be amended from time to time, shall remove all containers before the hour of ~~12:00 p.m.~~ 10:00 a.m. on days of collection.
- (d) Properties within the downtown influence area must place containers behind the front plane of the building or screened as to not be visible from the street or public right-of-way except during designated collection times. Where this is not possible, the city manager or their designee can identify a location.

Sec. 70-173. - Billing and payment, interest, liens.

- (a) All properties included in the refuse program shall be rendered bills or statements for refuse and recycling services. Such bills or statements may be combined with the real estate tax bill levied pursuant to city Code provided that all charges shall be separately stated.
- (b) The bills or statements shall include a date by which payment shall be due. All bills for charges prescribed by this article shall be deemed delinquent if not paid in full to the treasurer by the end of the business day it is due, or the next working day in the event the due date is a city recognized holiday or weekend day.
- (c) Billing for the service fee shall be rendered in arrears on a prorated basis to all chargeable persons and shall represent charges for each day of the preceding billing period of refuse and recycling service with penalties and interest added as stated on the bill. In the event charges are not paid when due, interest thereon shall commence on the due date and shall accrue at the established rate per annum until such time the overdue payment and interest are paid.
- (d) Any delinquent bill shall be collected by any means available to the city. All payments and interest due may be recovered by action at law or suit in equity. Unpaid fees and interest accrued shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. Records of all unpaid fees and interest, indexed by the name of the record owner of the real estate, shall be maintained in the city treasurer's office.
- (e) In the event charges are not paid when due, interest thereon shall commence on the due date and accrue at the rate of ten percent per annum until such time as the overdue payment and interest is paid.
- (f) When properties are brought into the refuse program, ~~fees will be due commencing on July 1, having been prorated from the date of the occupancy permit issued and being noted as a property of record in the annual Landbook.~~ service fees will accrue and be billed in the next billing cycle having been prorated from the date of the certificate of occupancy.

- (g) In the event of alterations or additions to properties in the refuse program, which increase the number of billable units, the service fees will be adjusted ~~upon the preparation of the annual Landbook on July 1~~ in the next billing cycle upon either the date of the certificate of occupancy or upon completion of construction where no certificate of occupancy is required.
- (h) In the event of alterations to properties in the refuse program, which reduce the number of billable units, the service fees will be adjusted ~~on December 1 for those alterations occurring between July 1 and December 1. Alterations or adjustments occurring after December 1 shall be adjusted upon the preparation of the annual Landbook on July 1.~~ upon completion of demolition permit final inspection.

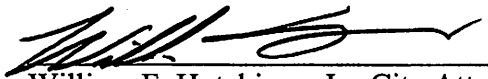
BE IT FURTHER ORDAINED that any phrases, clauses, sentences, paragraphs, sections and chapters of the Code not amended or repealed hereby remain in full force and effect.

BE IT FURTHER ORDAINED that this ordinance shall be effective upon its passage and shall not be published.

READ AND PASSED: _____

TESTE: _____
Erika S. Dawley, City Clerk

Approved as to Form:



William E. Hutchings, Jr., City Attorney

AGENDA: June 3, 2026, Regular Session

ITEM: Consent Agenda – An ordinance to amend Section 90-521 of the Code of the City of Suffolk concerning Billing and Payment, Interest, Liens

Attached for Council's consideration and approval is an ordinance which amends Section 90-521 entitled "Billing and payment, interest, liens" of Chapter 90, Division 3 - Stormwater Utility Fees, of the City Code.

RECOMMENDATION:

Approve the attached ordinance.

ATTACHMENT:

Ordinance

ORDINANCE NUMBER _____

**AN ORDINANCE TO AMEND SECTION 90-521 OF THE CITY OF SUFFOLK
CONCERNING BILLING AND PAYMENT, INTEREST, LIENS**

BE IT ORDAINED by the Council of the City of Suffolk, Virginia, that Section 90-521 entitled "Billing and payment, interest, liens" of the Code of the City of Suffolk, Virginia, 1998, is hereby amended to read as follows:

Sec. 90-521. - Billing and payment, interest, liens.

- (a) All properties, except undeveloped property, shall be rendered bills or statements for stormwater services. Such bills or statements may be combined with the real estate tax bill levied pursuant to City Code provided that all charges shall be separately stated. The finance director is hereby authorized and directed to create policies and procedures for the efficient billing and collection of the combined bill, including a policy for allocating payments to the separate charges stated on the combined bill.
- (b) The bills or statements shall include a date by which payment shall be due. All bills for charges prescribed by this article shall be deemed delinquent if not paid in full to the city treasurer's office by the end of the business day it is due, or the next working day in the event the due date is a city recognized holiday or weekend day.
- (c) Billing for the utility fee shall be rendered in arrears on a prorated basis to all chargeable persons and shall represent charges for each day of the preceding billing period of stormwater service with penalties and interest added as stated on the bill. In the event charges are not paid when due, interest thereon shall commence on the due date and shall accrue at the established rate per annum until such time the overdue payment and interest are paid.
- (d) Any delinquent bill shall be collected by any means available to the city. All payments and interest due may be recovered by action at law or suit in equity. Unpaid fees and interest accrued shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. Records of all unpaid fees and interest, indexed by the name of the record owner of the real estate, shall be maintained in the city treasurer's office.
- (e) In the event charges are not paid when due, interest thereon shall commence on the due date and accrue at the rate of ten percent per annum until such time as the overdue payment and interest is paid.
- (f) When developed properties are brought into the utility, fees will accrue and be billed in the next billing cycle having been prorated from the date of the certificate of occupancy. ~~commencing on July 1, being noted as a property of record in the annual landbook.~~
- (g) In the event of alterations or additions to developed ~~multifamily~~ property ~~or developed nonresidential property~~, which ~~alter~~ increase the amount of impervious surface area, the utility fees will be adjusted in the next billing cycle upon either the

date of the certificate of occupancy or upon completion of construction where no certificate of occupancy is required. ~~upon the preparation of the annual handbook on July 1.~~

- (h) In the event of alterations or reductions which result in a decrease in the amount of impervious surface, the utility fee will be adjusted on December 1 for those alterations occurring between July 1 and December 1. Alterations or reductions occurring after December 1 shall be adjusted on July 1.

BE IT FURTHER ORDAINED that any phrases, clauses, sentences, paragraphs, sections and chapters of the Code not amended or repealed hereby remain in full force and effect.

BE IT FURTHER ORDAINED that this ordinance shall be effective upon its passage and shall not be published.

READ AND PASSED: _____

TESTE: _____
Erika S. Dawley, City Clerk

Approved as to Form:



William E. Hutchings, Jr., City Attorney

AGENDA: June 3, 2026, Regular Session

ITEM: Consent Agenda – A resolution authorizing the City Manager to amend the Planning NEXT Contract

The City of Suffolk, Virginia and Planning NEXT, entered into contract No. 21034 dated July 7, 2021, to provide consulting services for review and updating of the City's 2035 Comprehensive Plan. The City seeks a fiscal impact model that will allow for analysis of rezoning (and other developments to help comply with the City's requirement to submit a FIA for rezonings.. The cost of the additional tasks is \$85,470.00.

BUDGET IMPACT:

Funds are available in the project budget to cover the increased cost of the consulting services.

RECOMMENDATION:

Adopt the attached resolution

ATTACHMENT:

Resolution
Proposal

RESOLUTION NUMBER _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND
THE PLANNING NEXT CONSULTING SERVICES AGREEMENT**

WHEREAS, on July 7, 2021, the City of Suffolk, Virginia and Planning NEXT, entered into Contract No. 21034 to provide consulting services for review and updating of the City's 2035 Comprehensive Plan; and,

WHEREAS, the original contract provided for Specific emphasis on the City's strategic interest including: smart growth; quality of life; education; economic development; transportation; public utilities; public safety; housing; tourism; downtown, neighborhood and village revitalization; protection of natural and historical resources and environmentally sensitive areas; and fiscal analysis and impact for the amount of \$339,000.00. Additional tasks are required to develop a fiscal model that will allow for analysis of rezoning (and other developments) to help comply with the City's requirement to submit a FIA for rezonings. The cost of the additional tasks is \$85,470.00; and,

WHEREAS, the City of Suffolk Procurement Policy and the Virginia State Code require City Council approval of contract amendments which increase the contract amount by more than twenty five percent (25%).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Suffolk, Virginia that the City Manager is hereby authorized and directed to amend the contract for the consulting services for additional tasks in an amount to exceed 25% of the original contract; and the City Clerk is directed to affix the Corporate Seal of the City thereto and attest the same.

BE IT FURTHER RESOLVED that this resolution shall be effective upon its adoption, and it shall not be published.

READ AND ADOPTED: _____

TESTE: _____

Erika S. Dawley, City Clerk

Approved as to Form:



William E. Hutchings, Jr., City Attorney

PROPOSAL: Change Order

To:

May 19, 2026

Mr. Kevin M. Wyne, AICP
City of Suffolk Planning and Community Development Dept
442 W. Washington Street
Suffolk, VA 23434

Re: Proposed Contract Amendment to Suffolk 2035

This letter is to amend the contract between the City of Suffolk (hereinafter referred to as the "Principal") and Planning NEXT, LLC (hereinafter referred to as the "Consultant") as executed on July 7, 2021, for an update to the comprehensive plan for the City of Suffolk, Virginia (named Suffolk 2035). The work described below will be conducted by TischlerBise (hereinafter referred to as the "Subconsultant") and submitted directly to the Principal for review and approval. The Consultant will have no review responsibility for content developed but will continue to hold the contract with the Principal, subcontracting with the Subconsultant that will perform the work.

PROJECT UNDERSTANDING

The Subconsultant plans to develop a fiscal impact model that will allow for analysis of rezoning (and other developments) to help comply with the Principal's requirement to submit a FIA for rezonings. The model will take a marginal-average cost hybrid approach where not all costs are assumed to be affected by growth (e.g., certain staff positions will be assumed to be fixed) but others will be modeled on an average basis (e.g., ongoing operating costs). Capital costs are anticipated to be modeled using a combination approach that documents current levels of service and the cost to continue to maintain that level of service and planned improvements per the CIP. Revenues will be modeled on a marginal-average basis depending on the type of revenue.

Once developed and a draft is finalized by the Subconsultant, the Fiscal Model will be transmitted to the Principal under the licensing agreement (already executed between the Principal and the Subconsultant). Additionally, the Subconsultant will work with the Principal to develop a Development Review Matrix.

SCOPE OF WORK

The following scope of work provides detailed steps to ensure that the Principal's project is completed successfully. The Subconsultant designed this work plan to be responsive to the Principal and its needs.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, the Subconsultant will meet with the Principal to establish lines of communication, review and discuss project goals and expectations related to the project, and review (and revise, if necessary) the project schedule. The purpose of this initial discussion is outlined below:

- Obtain and review current base year data and other land use information for the Principal

- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis, including budgets, and relevant planning documents
- Identify any relevant policy issues

Discussion of Model Design. As part of the Project Initiation activities, the Subconsultant will meet with the Principal to discuss several items. The first is agreement on the idealized structure and potential applications of the Fiscal Impact Model. The second item for discussion relates to one or two “real world” recent development projects/ annexations/comprehensive plan amendments that will be used to develop and calibrate the model. These real-world examples will ensure that the model has full capabilities as it is designed.

Meetings: One (1) on-site visit to meet with the Principal to obtain feedback on model design and project expectations.

Deliverables: Data request memorandum.

TASK 2: DEVELOPMENT OF MODEL PARAMETERS

In this task, the Subconsultant will work with the Principal to develop parameters that will guide the development and design of the Fiscal Impact Model.

Development of Land Use Profiles (Prototypes). To ensure the optimum inputs for the Fiscal Impact Model, The Subconsultant will develop specific assumptions for various land use types that may be evaluated as part of development projects. For residential land uses (e.g., single-family detached versus multifamily), these factors may include person per household, lot size, street frontage, vehicle trip and trip adjustment factors, average trip length, construction values, income, and discretionary spending. From a nonresidential perspective this will include employment densities, vehicle trip generation rates and adjustment factors, trip lengths, street frontage, etc. These factors will serve to refine the costs and revenue factors by geographic location. For example, the amount of residential street frontage added to the Principal’s roadway network is likely to be less per unit as density increases.

Meetings: One (1) onsite meeting with the Principal.

Deliverable: 1) Technical Memorandum Discussing Land Use Profiles for the Fiscal Impact Model. 2) Technical Memorandum Discussing Geographic Service Areas for the Fiscal Impact Model.

TASK 3: DEVELOPMENT OF LEVEL OF SERVICE, COST & REVENUE FACTOR DOCUMENT

The Subconsultant will review budget documents (annual budget, capital improvement plans, CAFRs) for the Principal and will conduct meetings with service providers from all affected departments. The purpose of these onsite interviews is to provide us with an understanding of the departmental structure and scope of operations, discuss facility-related variable costs and other operating expenses, as well as discuss and finalize methodologies for forecasting future demand for services and facilities resulting from new development. Based on the interviews, the Subconsultant will determine the fixed, variable, and semi-variable operating and capital costs for all relevant services and facilities. The Subconsultant will also determine levels of service for each

department or service and determine the service relationship to each land use type in terms of costs and revenue factors.

Information obtained during this Task will be prepared in a Level of Service and Cost/Revenue Factor Document. This document will show the different cost components for the various service providers, including both facility and non-facility related operating expenses, methodologies for forecasting future capital facility needs, associated operating expenses, and discussions of current versus preferred levels of service where appropriate. The document will also contain a separate chapter showing revenue sources and associated projection methodologies. All revenue will be modeled.

Meetings: Two (2) onsite meetings with the Principal.

Deliverables: Technical document outlining Level of Service and Cost/Revenue Projection Methodologies.

TASK 4: DESIGN FISCAL IMPACT MODEL

We will design and prepare the Fiscal Impact Model for the City to reflect the existing development base, current budget data, level of service assumptions, and capital facility inventories and costs as determined from the previous tasks. The model will include all information relative to land use profiles, geographic service areas assumptions, etc. The models will also reflect cost/revenue projection methodologies as mutually agreed upon with City staff as part of the previous task.

Meetings: Two (2) onsite visits to meet with the Principal.

Deliverables: Draft Fiscal Impact Model.

TASK 5: IMPLEMENT FISCAL IMPACT MODEL

Based on feedback from the Principal received during Task 4, the Subconsultant will finalize the Fiscal Impact Model to be conveyed to the Principal. The model will be proprietary and for use by the City under a licensing agreement. As part of the development process, likely users of the models and department representatives will be surveyed regarding design of the user interface and specific reports that the Principal would like to see generated by the model. These reports can include virtually any type of graph as well as specific tables summarizing revenues, expenditures, bonding information, among other data. The model outputs will be shown annually, cumulatively, as well as on an average annual basis for various time increments (an overall time horizon of 20 years is typical).

User Documentation. The Subconsultant will provide Model User Documentation that discusses the use and technical aspects of the model. This will include a discussion of the different cost components for the various City service providers, including both facility and non-facility related operating expenses, methodologies for forecasting future capital facility needs, and associated operating expenses.

It is anticipated that the User Documentation will consist of the following Chapters:

- Executive Summary
- Description of Assumptions and Methodologies
- Description of Various Model Cost and Revenue Modules
- Discussion of the Design and Use of Each Module of the Fiscal Impact Model

- Helpful Excel Hints

Meetings: Two meetings with the Principal for training.

Deliverables: Final Fiscal Impact Model Manual.

TASK 6: DEVELOP DEVELOPMENT REVIEW MATRIX

The Subconsultant will work with the Principal to develop a development review matrix that identifies a range of topic areas and elements by which to assess development proposals outside of fiscal impacts alone. Topic areas are anticipated to align with topics, objectives, and implementation actions from the Comprehensive Plan, *Suffolk 2045*, particularly those actions that are measurable under the key topics of: Land Use and Growth Management; Economic Development; Transportation; Municipal Facilities and Services; Housing; and Natural and Cultural Resources. For example, it is anticipated that one element will be “fiscal responsible land use and development” (action item under Land Use and Growth Management) to include outputs from the Fiscal Impact Model such as positive or negative result, magnitude of surplus or deficit, and infrastructure impacts.

It is anticipated that this effort will include the identification and refinement of topics and elements as well as weighting, some of which may be more subjective in nature. The primary goal of the development review matrix is to analyze a proposal against key land use goals as outlined in *Suffolk 2045*. As a broad framework, this matrix shall incorporate evaluation criteria related to community design elements and compatibility with associated land use designations and place types, and pursuit of overarching themes and goals established within *Suffolk 2045*. As examples, a few key goals from *Suffolk 2045* include the retention and conservation of agricultural lands, expansion of affordable housing options, creation of high quality and diverse economic opportunities and jobs, and maintaining and creating additional opportunities for citizens to enjoy the City’s natural resources. While not all-inclusive, these examples are provided to identify components to be considered when developing said matrix. For these items, the Subconsultant will work with the Principal to further define and refine elements as well as identify examples and/or approaches from elsewhere when possible.

Meetings: Two meetings with the Principal, which may coincide with other meetings; one presentation.

Deliverables: Draft and Final Development Review Matrix; supporting narrative.

Additional Fee Request

The effort described above will be billed monthly for actual time and expenses incurred up to a total requested not-to-exceed amount of **\$17,100**. This amount is in addition to the existing contract which has \$68,370 remaining.

The tasks will be limited by the not-to-exceed fee, and not by a set number of hours or round of edits. This fee will be paid to Planning NEXT and subject to the conditions of the original contract. The Consultant will collaborate with the Principal to keep the effort within the budget. Any effort that would exceed the approved budget will require prior authorization from the city.

PRINCIPAL

Planning NEXT, LLC

(Signature)

(Signature)

(Printed Name and Title)

Sarah Kelly, Owner

Effective Date: _____

AGENDA: June 3, 2026, Regular Session

ITEM: Consent Agenda - An ordinance to accept and appropriate additional funds from the Federal Aviation Administration for the T-Hanger G project at the Suffolk Executive Airport

The City has received additional funding in the amount of \$285,000 from the Federal Aviation Administration in support of the Suffolk Executive Airport T- Hanger G project for Fiscal Year 2025-2026. The funding will be used for the construction of the T-Hanger G project.

Adoption of the attached ordinance is necessary to accept and appropriate these funds to the appropriate line item in the Capital Fund for Fiscal Year 2025-2026.

BUDGET IMPACT:

Adoption of the ordinance will increase the planned revenues and expenditures of the Capital Fund budget by \$285,000 for the above-noted purpose and requires \$15,000 in local fund support which is provided for in the FY 2025-2026 Capital Fund budget.

RECOMMENDATION:

Adopt the attached ordinance

ATTACHMENTS:

Ordinance
Grant Award Agreement

ORDINANCE NUMBER _____

AN ORDINANCE TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDS FROM THE FEDERAL AVIATION ADMINISTRATION FOR THE T-HANGER G PROJECT AT THE SUFFOLK EXECUTIVE AIRPORT

WHEREAS, the City has received additional funds in the amount of \$285,000 from the Federal Aviation Administration in support of the Suffolk Executive Airport; and,

WHEREAS, the funds received need to be accepted and appropriated to the Capital Fund budget for Fiscal Year 2025-2026 to assist with the construction of the T-Hanger G project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Suffolk, Virginia, that:

1. The sum of \$285,000 shall be reflected as budgeted in the following accounts in the Fiscal Year 2025-2026 Capital Fund budget:

Revenue

310-150000-2247_433140.105	Federal Aviation Funds	<u>\$285,000</u>
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Expenditure

310-150000-2247_53850.105	Construction Contracts-Federal	<u>\$285,000</u>
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2. The fund amount totaling \$285,000 is hereby appropriated for use as referenced in this ordinance and the budget approved by Ordinance Number 25-O-040, as amended. The City Manager be, and is hereby authorized and directed to do all things necessary to effectuate this action.

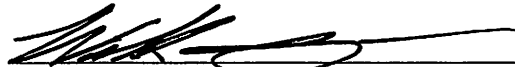
3. This ordinance shall be effective upon passage and shall not be published.

READ AND PASSED: _____

TESTE: _____

Erika S. Dawley, City Clerk

Approved as to Form:



William E. Hutchings, Jr., City Attorney



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Eastern Region
District of Columbia, Maryland, Virginia

Washington Airports District Office
13873 Park Center Road, Suite 490S
Herndon, VA 20171

April 28, 2026

Mr. Kevin Hughes, City Manager
City of Suffolk
c/o Mr. Tim Daniel, Airport Manager
Suffolk Executive Airport
1200 Gene Bolton Drive
Suffolk, Virginia 23434

Dear Mr. Hughes:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-51-0050-036-2026 at Suffolk Executive Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **May 28, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Mindy Lee, (703) 487-3977, mindy.lee@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Matthew J. Thys
Matthew J. Thys (04/28/2026 16:08:00 EDT)

Matthew J. Thys, Manager
Washington Airports District Office
[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 28, 2026

Airport/Planning Area Suffolk Executive Airport

Airport Grant Number 3-51-0050-036-2026

Unique Entity Identifier PFBEDV4G5MF3

TO City of Suffolk
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated November 04, 2025, for a grant of federal funds for a project at or associated with the Suffolk Executive Airport, which is included as part of this Grant Agreement, and

WHEREAS, the FAA has approved a project for the Suffolk Executive Airport (herein called the "Project") consisting of the following

Construct Hangar

which is more fully described in the Project Application

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq and 48103, Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4), Consolidated Appropriations Act, 2026 (P.L. 119-75), FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable), and the representations contained in

the Project Application, and in consideration of (a) the sponsor's adoption and ratification of the most recently published Grant Assurances, (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20 117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$285,000

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b)

\$0 for planning

\$285,000 for airport development or noise program implementation, and,

\$0 for land acquisition

2. **Grant Performance.** This agreement is subject to the following federal award requirements

a. Period of Performance:

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement
- ii. **End Date** Four (4) years to the calendar day from the date of acceptance
- iii. **Extension of the Period of Performance (PoP)** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement

b. Budget Period.

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date
- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

- ii In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

- iii IJA and Supplemental AIP funding are subject to this condition

d Close Out

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e Termination

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i The recipient fails to comply with the terms and conditions of this agreement;
- ii The recipient fails to obtain or provide any recipient grant contribution as required by the agreement,
- iii There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient,
- iv Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant,
- v Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period,
- vi The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of

the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IJIA (P L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before May 28, 2026, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM) Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:

- i. 15 percent; or
- ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as.
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving
- f The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant

22. Trafficking in Persons.

- a *Pasting of contact information*
 - i The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in.
 - a) Severe forms of trafficking in persons,
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect,
 - c) The use of forced labor in the performance of this grant, or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts
 - 1 Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents,
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless
 - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant, or
 - b The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3 Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment,
 - 4 Charging recruited employees a placement or recruitment fee; or
 - 5 Providing or arranging housing that fails to meet the host country's housing and safety standards

- ii The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant
- a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2 a (PoP) of this grant through conduct that is either.
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200
- c. *Provisions applicable to a sponsor other than a private entity*
- i The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant
 - a) is determined to have violated a prohibition in paragraph 2.a (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a (PoP) of this grant through conduct that is either
 - 1. Associated with the performance under this grant, or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200
- d. *Provisions applicable to any sponsor or subrecipient*
- i The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2 a (PoP) of this grant.
 - ii The FAA’s right to unilaterally terminate this grant as described in paragraphs 2.b (Budget Period) or 3.a (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant
 - iii The sponsor must include the requirements of paragraph 2 a. (PoP) of this grant award term in any subaward it makes to a private entity
 - iv If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175 105(b)
- e. *Definitions For purposes of this grant award, term:*
- i “Employee” means either
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not

limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. **"Private Entity" means.**

- a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1
- b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. **Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 2009, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216
27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42

USC § 12101, et seq), U S Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees

- a That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws

30. National Airspace System Requirements.

- a The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System
- b If FAA determines that the sponsor has violated subsection a , the FAA may impose a remedy, including
 - i Additional conditions on the award,
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments, disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT, suspension or termination of the award; or suspension and debarment under 2 CFR part 180, or
 - iii. Any other remedy legally available
- c In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA
- d The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025

SPECIAL CONDITIONS

- 32. Usable Unit of Development** The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.
- 33. Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Matthew J Thys

Matthew J Thys (04/28/2026 16:08:00 EDT)

(Signature)

Matthew J. Thys

(Typed Name)

Manager, Washington Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated May 1, 2026

City of Suffolk

(Name of Sponsor)



Kevin Hughes (05/01/2026 17:49:23 EDT)

(Signature of Sponsor's Authorized Official)

By: Kevin Hughes

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, William Hutchings, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at May 4, 2026

By: 
 William Hutchings (05/04/2026 10:33:20 EDT)
 (Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Application for Federal Assistance SF-424

* 1. Type of Submission ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2 Type of Application ☒ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s) * Other (Specify) 	
* 3 Date Received 		4 Applicant Identifier. 			
5a Federal Entity Identifier 			5b Federal Award Identifier. 		
State Use Only:					
6 Date Received by State.		7 State Application Identifier.			
8. APPLICANT INFORMATION.					
* a Legal Name City of Suffolk					
* b Employer/Taxpayer Identification Number (EIN/TIN) 54-6000163			* c UEL PFBEDV4G5MF3		
d. Address:					
* Street1:		442 West Washington Street			
Street2:					
* City		Suffolk			
County/Parish					
* State		VA: Virginia			
Province					
* Country		USA: UNITED STATES			
* Zip / Postal Code		23434-5360			
e. Organizational Unit:					
Department Name Economic Development			Division Name Airport		
f Name and contact information of person to be contacted on matters involving this application:					
Prefix		* First Name	Timothy		
Middle Name:	H				
* Last Name	Daniel				
Suffix:					
Title	Airport Manager				
Organizational Affiliation: 					
* Telephone Number		757-514-4411		Fax Number. 757-538-0240	
* Email		tdaniel@suffolkva.us			

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2 Select Applicant Type

Type of Applicant 3 Select Applicant Type

* Other (specify)

*** 10. Name of Federal Agency.**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

CFDA Title

*** 12. Funding Opportunity Number.**

20.117

* Title

Airport Infrastructure Grant (AIG) Program

13. Competition Identification Number:

Title

Infrastructure Investment & Jobs Act (IIJA)

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

T-Hangar "G" - Performance Manual, Bidding & Construction

Attach supporting documents as specified in agency instructions

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

 Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	285,000.00
* b. Applicant	123,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	730,000.00
* f. Program Income	0.00
* g. TOTAL	1,138,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

 Add Attachment

Delete Attachment

View Attachment

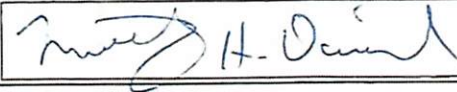
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☐ No ☒ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to _____ on _____	% as approved by _____ (the Cognizant Agency) (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows.

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Airspace zoning / local ordinances

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows.

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

n/a

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary

n/a

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10 Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

All areas to be impacted are on airport property.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A" [1]

n/a

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

n/a

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1 Assistance Listing Number	20 117
2. Functional or Other Breakout	Airport Infrastructure Grant (AIG) Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 12,851.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4 Architectural engineering basic fees			\$ 130,443.00
5. Other Architectural engineering fees			\$ 10,806.00
6 Project inspection fees			
7 Land development			
8. Relocation Expenses			
9 Relocation payments to Individuals and Businesses			
10 Demolition and removal			
11 Construction and project improvement			\$ 983,900.00
12 Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,138,000.00
15 Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$ 1,138,000.00
17 Less: Ineligible Exclusions (Section C, line 23 g)			
18. Subtotal (Lines 16 through 17)			\$ 1,138,000.00
19 Federal Share requested of Line 18		AIG (IIJA-FY26) Portion	\$ 285,000.00
20 Grantee share			\$ 123,000 00
21. Other shares			\$ 730,000.00
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,138,000.00

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain).	\$ 123,000.00
h. TOTAL - Grantee share	\$ 123,000.00
25. Other Shares	Amount
a. State	\$ 0.00
b. Other AIG (IIJA FY25) Funding	\$ 730,000.00
c. TOTAL - Other Shares	\$ 730,000.00
26. TOTAL NON-FEDERAL FINANCING	\$ 853,000.00

SECTION E – REMARKS (Attach sheets if additional space is required)
Current FAA Grant. -AIG (IIJA FY25) - \$730,000.00

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: T-Hangar "G" – Performance Manual, Bidding & Construction - FY2026 IIJA Portion
AIRPORT: Suffolk Executive Airport
1. Objective: Construction of new t-hangars located adjacent to and immediately west of T-Hangar "F".
2. Benefits Anticipated: Create more hangar space to accommodate pilots on the current waiting list. Increased revenue for the airport through hangar rent and fuel sales.
3. Approach: (See approved Scope of Work in Final Application) The Sponsor is using their Infrastructure Investment & Jobs Act (IIJA) funds for the Performance Manual & Bidding (reimbursement) and the Construction of the Hangar buildings and will cover costs that exceed the IIJA funding. This application is for the airport's FY2026 IIJA funding.
4. Geographic Location: Suffolk Executive Airport - Suffolk, VA
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Timothy H. Daniel, Airport Manager 1200 Gene Bolton Drive Suffolk, VA 23434-8159 757-514-4411 tdaniel@suffolkva.us

AGENDA: June 3, 2026, Regular Session

ITEM: Consent Agenda – An ordinance to accept and appropriate funds from the Commonwealth of Virginia Department of Aviation for the Suffolk Executive Airport

The City has received \$36,459.95 in funding from the Commonwealth of Virginia Department of Aviation for repair and maintenance projects in support of the Suffolk Executive Airport including:

- \$8,214.74 to replace runway edge lighting and REIL light for runway 22
- \$28,245.21 to replace the rotating beacon

Adoption of the attached ordinance is necessary to accept and appropriate these funds to the appropriate line item in the Aviation Facilities Fund for Fiscal Year 2025-2026.

BUDGET IMPACT:

Adoption of the ordinance will increase the planned revenues and expenditures of the Aviation Facilities Fund by \$36,459.95 for the above-noted purpose and requires \$9,114.99 local match is available in the FY 2025-2026 Aviation Facilities Fund budget.

RECOMMENDATION:

Adopt the attached ordinance

ATTACHMENTS:

Ordinance
Grant Award Notifications

ORDINANCE NUMBER _____

**AN ORDINANCE TO ACCEPT AND APPROPRIATE FUNDS FROM THE
COMMONWEALTH OF VIRGINIA DEPARTMENT OF AVIATION FOR
THE SUFFOLK EXECUTIVE AIRPORT**

WHEREAS, the City received funds in the amount of \$36,459.95 from the Commonwealth of Virginia Department of Aviation in support of the Suffolk Executive Airport; and,

WHEREAS, the funds received need to be accepted and appropriated to the Aviation Facilities Fund budget for Fiscal Year 2025-2026 to assist with the replacement of runway edge lighting and REIL light for runway 22 and replace the rotating beacon.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Suffolk, Virginia, that:

1. The sum of \$36,459.95 shall be reflected as budgeted in the following accounts in the Fiscal Year 2025-2026 Aviation Facilities Fund budget:

<u>Revenue</u>		
220_424140.110	Categorical Aid-State Airport Maintenance Funds	<u>\$36,459.95</u>

<u>Expenditure</u>		
220-150000_53300.110	Maintenance Service – State	<u>\$36,459.95</u>

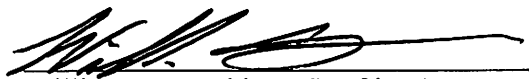
2. The fund amount totaling \$36,459.95 is hereby appropriated for use as referenced in this ordinance and the budget approved by Ordinance Number 25-O-040, as amended. The City Manager be, and is hereby authorized and directed to do all things necessary to effectuate this action.

3. This ordinance shall be effective upon passage and shall not be published.

READ AND PASSED: _____

TESTE: _____
Erika S. Dawley, City Clerk

Approved as to Form:


William E. Hutchings, Jr., City Attorney



Commonwealth of Virginia
Department of Aviation
5702 Gulfstream Road
Richmond, Virginia 23250-2422

Grant Agreement

Part I - Offer

Project Number: **FE0050-41**
Date of Approval: **April 30, 2026**
Date of Offer: **April 30, 2026**
Date of Offer Expiration: **June 29, 2026**

WHEREAS, by executing a *Master Agreement on Terms and Conditions for Accepting State Aviation Funding Resources* (hereinafter referred to as the "Master Agreement"), effective December 21, 2017, the **City of Suffolk** (hereinafter referred to as the "Sponsor") agreed to the terms and conditions for accepting state aviation funding from the Commonwealth of Virginia (hereinafter referred to as the "Commonwealth"); and

WHEREAS, the Sponsor has submitted a request for a grant of state funds to assist in the development of **Suffolk Executive Airport** (hereinafter referred to as the "Airport") together with the appropriate supporting documentation; and

WHEREAS, the Commonwealth acting by and through the Virginia Aviation Board (hereinafter referred to as the "Board") and/or the Virginia Department of Aviation (hereinafter referred to as the "Department"), has approved a project for development of the Airport which consists of the following (hereinafter referred to as the "Project"):

Rotating Beacon

NOW, THEREFORE, pursuant to the authority granted to the Department by §5.1-2.2 of the *Code of Virginia* (1950), as amended, and in consideration of (a) the authority granted to the Sponsor to operate and maintain the Airport, (b) the Sponsor's adoption and ratification of the assurances provided in the Master Agreement, and (c) the benefits to accrue to the Commonwealth and the public from the accomplishment of this Project, the Department offers to pay, as the Commonwealth's share, **eighty (80.00) percent** of all eligible Project costs.

This offer is made on and subject to the following terms and conditions:

1. The Master Agreement is incorporated by reference herein, and this offer is subject to the terms and conditions of said Master Agreement.
2. The maximum obligation of the Commonwealth payable under this Grant Agreement shall not exceed **\$28,245.21**.
3. If the Federal Aviation Administration (hereinafter referred to as the "FAA") will be participating in the funding of this Project, the Sponsor has, at the time of the execution of this Grant Agreement, a commitment from FAA for federal funds in the amount of **\$N/A**.
4. This Grant Term will expire on **September 30, 2029**.
5. The Grant Obligation Term is **20 years**.

Grant Agreement, Project Number **FE0050-41**

The Sponsor's acceptance of this Grant Offer with its terms and conditions shall be evidenced by execution of this Grant Offer by, or on behalf of, the Sponsor, as hereinafter provided, and said Grant Offer and acceptance shall comprise a Grant Agreement for the distribution of funds by the Department as authorized under §5.1-2.2 *Code of Virginia* (1950), as amended. This Grant Agreement shall become effective upon the Sponsor's acceptance and shall remain in full force as provided herein.

Commonwealth of Virginia
Department of Aviation

DocuSigned by:

By, 77A881184C3440B... 4/30/2026

Its, Director

Part II - Acceptance

The Sponsor hereby accepts and agrees to all the terms, conditions and assurances contained in this Grant Agreement.

City of Suffolk

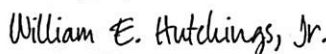
DocuSigned by:

By, 6962D8A02FAA440... 4/30/2026

Kevin Hughes
Interim City Manager, City of Suffolk

Certification of Sponsor's Attorney

Acting as Attorney for the Sponsor, I do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the Commonwealth of Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the Commonwealth of Virginia. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

DocuSigned by:

By, 461C62F143F14D0... 4/30/2026

William E. Hutchings, Jr.
City Attorney, City of Suffolk

Department of Aviation Commonwealth of Virginia

Project Information Summary

Suffolk Executive Airport

Project Title: RWY Lighting

Program Year: 2026

Request Year:

Project Type: Maintenance

Project Category: Construction

Project Number: MT0050-65

Contract Number:

Item Number:

AIP Grant Number:

Project Status: Granted

Federal Priority Score: 0

State Priority Score: 80

Project Description: Request funding assistance for runway edge lighting and a REIL light for RWY 22.

Project Notes: Please submit for reimbursement as soon after project completion as possible.

Please contact DOAV to coordinate any costs above the allocation amount before the costs are incurred. Costs incurred before DOAV approval can't be reimbursed.

If the project will not be completed before the expiration date (including submittal for reimbursement), please email me and request an extension with reason(s) needed.

Budget Summary by Budget Item:

Budget Item	Original Budget	Current Budget
Request	\$0.00	\$10,268.43
Project Total:	\$0.00	\$10,268.43

Budget Summary by Funding Source:

Funding Source	Original Budget	Current Budget
FAA	\$0.00	\$0.00
Local	\$0.00	\$2,053.69
State\AC/R Discretionary	\$0.00	\$0.00
State\AC/R Discretionary\2026	\$0.00	\$0.00
State\Air Service Development	\$0.00	\$0.00
State\Aviation Promotion	\$0.00	\$0.00
State\Entitlement	\$0.00	\$0.00
State\F&E	\$0.00	\$0.00
State\GA Discretionary	\$0.00	\$0.00
State\GA Discretionary\2026	\$0.00	\$0.00
State\Maintenance	\$0.00	\$8,214.74
State\Rural Airport\2024	\$0.00	\$0.00
State\Security	\$0.00	\$0.00
Project Total:	\$0.00	\$10,268.43

Project Miscellaneous Items:

Miscellaneous Item	Date	Comment
VAB Remarks		
TA approved		
grant offer date		
effective date	04/28/2026	
expiration date	09/01/2026	
project closed		
obligation expiration		

AGENDA: June 3, 2026, Regular Session

ITEM: Consent Agenda - An ordinance to appropriate funds from the Fleet Management Unrestricted Net Position to the FY 2025-2026 Fleet Management Fund Budget in an amount not to exceed \$1,000,000

Attached for City Council's consideration is an ordinance to appropriate funds from the Fleet Management Fund Unrestricted Net Position to the FY 2025-2026 Fleet Management Fund budget in an amount not to exceed \$1,000,000. The funding is needed to cover projected fuel purchases through the end of the current fiscal year which is being impacted by continued increases to gasoline and diesel fuel prices and an increase in equipment supplies.

BUDGET IMPACT:

Adoption of the ordinance will increase the planned revenues and expenditures of the FY 2025-2026 Fleet Management Fund budget by up to \$1,000,000.

RECOMMENDATION:

Adopt the attached ordinance

ATTACHMENT:

Ordinance

ORDINANCE NUMBER _____

**AN ORDINANCE TO APPROPRIATE FUNDS FROM THE FLEET
MANAGEMENT UNRESTRICTED NET POSITION TO THE FY 2025-2026
FLEET MANAGEMENT FUND BUDGET IN AN AMOUNT NOT TO
EXCEED \$1,000,000**

WHEREAS, the FY 2025-2026 Fleet Management Fund budget is anticipated to exceed authorized budgeted expenditures at the close of the fiscal year due to rising gasoline and diesel fuel prices and the rising cost in equipment supplies; and,

WHEREAS, it is recommended that City Council appropriate funds from the Fleet Management Fund Unrestricted Net Position in an amount not to exceed \$1,000,000 to cover projected expenses in excess of authorized budgeted expenditures in the FY 2025-2026 Fleet Management Fund budget.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Suffolk, Virginia, that:

1. The unrestricted net position of the Fleet Management Fund remaining on June 30, 2026, not to exceed \$1,000,000, be appropriated to the Fleet Management Fund budget to cover projected fuel expenses.

2. The fund amount not to exceed \$1,000,000 is hereby appropriated for use as referenced in this ordinance and the budget approved by Ordinance Number 25-O-040, as amended. The City Manager be, and hereby is authorized and directed to do all things necessary to effectuate this action.

3. This ordinance shall be effective upon passage and shall not be published.

READ AND PASSED: _____

TESTE: _____
Erika S. Dawley, City Clerk

Approved as to Form:



William E. Hutchings, Jr., City Attorney

AGENDA: June 3, 2026, Regular Session

ITEM: Consent Agenda - An ordinance to appropriate funds from the Risk Management Unrestricted Net Position to the FY 2025-2026 Risk Management Fund Budget in an amount not to exceed \$3,000,000

Attached for City Council's consideration is an ordinance to appropriate funds from the Risk Management Fund Unrestricted Net Position to the FY 2025-2026 Risk Management Fund budget in an amount not to exceed \$3,000,000. The funding is needed to cover projected increase in medical claims through the end of the current fiscal year which is being impacted an increase in medical expenses.

BUDGET IMPACT:

Adoption of the ordinance will increase the planned revenues and expenditures of the FY 2025-2026 Risk Management Fund budget by up to \$3,000,000.

RECOMMENDATION:

Adopt the attached ordinance

ATTACHMENT:

Ordinance

ORDINANCE NUMBER _____

**AN ORDINANCE TO APPROPRIATE FUNDS FROM THE RISK
MANAGEMENT UNRESTRICTED NET POSITION TO THE FY 2025-2026
RISK MANAGEMENT FUND BUDGET IN AN AMOUNT NOT TO
EXCEED \$3,000,000**

WHEREAS, the FY 2025-2026 Risk Management Fund budget is anticipated to exceed authorized budgeted expenditures at the close of the fiscal year due to rising cost of medical claims; and,

WHEREAS, it is recommended that City Council appropriate funds from the Risk Management Fund Unrestricted Net Position in an amount not to exceed \$3,000,000 to cover projected expenses in excess of authorized budgeted expenditures in the FY 2025-2026 Fleet Management Fund budget.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Suffolk, Virginia, that:

1. The unrestricted net position of the Fleet Management Fund remaining on June 30, 2026, not to exceed \$3,000,000, be appropriated to the Risk Management Fund budget to cover projected medical claim expenses.
2. The fund amount not to exceed \$3,000,000 is hereby appropriated for use as referenced in this ordinance and the budget approved by Ordinance Number 25-O-040, as amended. The City Manager be, and hereby is authorized and directed to do all things necessary to effectuate this action.
3. This ordinance shall be effective upon passage and shall not be published.

READ AND PASSED: _____

TESTE: _____
Erika S. Dawley, City Clerk

Approved as to Form:



William E. Hutchings, Jr., City Attorney

AGENDA: June 3, 2026, Regular Session

ITEM: Consent Agenda – An ordinance to appropriate funds from the General Fund Committed Fund Balance Capital Reserve Fund and to transfer funds to the Capital Projects Fund for the Nansemond Parkway Wilroy Road Overpass project, the Downtown Suffolk Library project and the Nansemond River High School Entrance Widening project

Attached for City Council's consideration is an ordinance to appropriate \$2,918,750 from the General Fund Committed Fund Balance Capital Reserve Fund and to transfer these funds to the Capital Projects Fund in support of the Nansemond Parkway Wilroy Road Overpass project, the Downtown Suffolk Library project and the Nansemond River High School (NRHS) Entrance Widening project. The funds will be used to complete both projects.

Wilroy Road Overpass Project	\$1,700,000
Downtown Suffolk Library Project	\$1,000,000
NRHS Entrance Widening Project	<u>\$ 218,750</u>
	\$2,918,750

BUDGET IMPACT:

Adoption of the ordinance will increase the revenues and expenditures of the Fiscal Year 2025-2026 General Fund and Capital Projects Fund budgets by \$2,918,750.

RECOMMENDATION:

Adopt the attached ordinance

ATTACHMENT:

Ordinance

ORDINANCE NUMBER _____

AN ORDINANCE TO APPROPRIATE FUNDS FROM THE GENERAL FUND COMMITTED FUND BALANCE CAPITAL RESERVE FUND AND TO TRANSFER FUNDS TO THE CAPITAL PROJECTS FUND FOR THE NANSEMOND PARKWAY WILROY ROAD OVERPASS PROJECT, THE DOWNTOWN SUFFOLK LIBRARY PROJECT AND THE NANSEMOND RIVER HIGH SCHOOL ENTRANCE WIDENING PROJECT

WHEREAS, the City of Suffolk has a Nansemond Parkway Wilroy Road Overpass project, a Downtown Suffolk Library project and a Nansemond River High School Entrance Widening project in the Capital Projects Fund; and,

WHEREAS, funds in the amount of \$2,918,750 are needed for the completion of the Nansemond Parkway Wilroy Road Overpass project, the Downtown Suffolk Library project and the Nansemond River High School Entrance Widening project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Suffolk, Virginia, that:

1. The sum of \$2,918,750 shall be reflected as budgeted in the following accounts in the Fiscal Year 2025-2026 General Fund budget:

<u>Revenue</u>		
100_461030	Fund Balance Surplus – Committed	<u>\$2,918,750</u>
<u>Expenditure</u>		
100-93000_50000.310	Transfer to Capital Projects Fund	<u>\$2,918,750</u>

2. The sum of \$2,918,750 shall be reflected as budgeted in the following accounts of the Fiscal Year 2025-2026 Capital Projects Fund budget:

<u>Revenue</u>		
310-41100-2198_441050.165	Transfer from General Fund	\$1,700,000
310-73100-3036_441050.165	Transfer from General Fund	\$1,000,000
310-41100-xxxx_441050.165	Transfer from General Fund	<u>\$ 218,750</u>
		<u>\$2,918,750</u>
<u>Expenditure</u>		
310-41100-2198_53850.165	Wilroy Rd Overpass Construction Contracts	\$1,700,000
310-73100-3036_53850.165	Downtown Suffolk Library Construction Contracts	\$1,000,000
310-41100-xxxx_53850.165	NRHS Entrance Widening Construction Contracts	<u>\$ 218,750</u>
		<u>\$2,918,750</u>

3. The fund amount and transfer of \$2,918,750 from the General Fund Budget to the Capital Projects Fund Budget for Fiscal Year 2025-2026 is hereby appropriated for use as referenced in this ordinance and the budget approved by Ordinance Number 25-O-040, as amended. The City Manager be, and hereby is authorized and directed to do all things necessary to effectuate this action.

4. This ordinance shall be effective upon passage and shall not be published.

READ AND PASSED: _____

TESTE: _____
Erika S. Dawley, City Clerk

Approved as to Form:



William E. Hutchings, Jr., City Attorney

AGENDA: June 3, 2026, Regular Session

ITEM: Consent Agenda – An ordinance authorizing the issuance and sale of revenue bonds by the City of Suffolk, Virginia, and establishing the terms, details, and provisions for the payment thereof

Attached for Council's consideration is an ordinance to provide authorization for the issuance and sale of public utilities revenue bonds to refinance the cost of various approved public utilities capital projects.

RECOMMENDATION:

Adopt the attached ordinance

ATTACHMENT:

Ordinance

ORDINANCE NUMBER _____

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF
REVENUE BONDS BY THE CITY OF SUFFOLK, VIRGINIA, AND
ESTABLISHING THE TERMS, DETAILS, AND PROVISIONS FOR THE
PAYMENT THEREOF**

WHEREAS, the City Council of the City of Suffolk, Virginia (the "Council") has determined that it is advisable to issue and sell water and sewer system revenue bonds of the City (the "Bonds") to refund, redeem, or defease, as applicable, certain of the bonds of the City of Suffolk, Virginia (the "City"), that were issued to finance or refinance the costs of water and sewer system projects (collectively, the "Prior Bonds");

WHEREAS, the issuance of the Bonds to refund, redeem, and defease the Prior Bonds and to pay the costs of issuing the Bonds and retiring the Prior Bonds is referred to as the "Project";

WHEREAS, no public hearing is required on the Bonds under the Code of Virginia of 1950, as amended (the "Virginia Code");

WHEREAS, the City has requested the Virginia Resources Authority ("VRA") to purchase the Bonds, and VRA has indicated its willingness to purchase such Bonds from the proceeds of one or more series of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program) (collectively, the "VRA Bonds"), in accordance with the terms of a Local Bond Sale and Financing Agreement (the "Financing Agreement"), between VRA and the City, or such other financing agreement that may be entered into in connection with a separate series of the Bonds;

WHEREAS, the Financing Agreement is expected to indicate that to accomplish the Project, the City needs (i) (A) an amount necessary to refund any Prior Bonds plus (B) an amount necessary to pay costs of issuance on the Bonds or (ii) such other amount as requested by the City in writing and approved by VRA prior to VRA's bond pricing, the amount needed is referred to as the "Proceeds Requested";

WHEREAS, VRA has informed the City that VRA's objective is to pay the City a purchase price for the Bonds that in VRA's judgment reflects its market value (the "Purchase Price Objective") taking into consideration the Proceeds Requested and such factors as the purchase price received by VRA for the VRA Bonds, the issuance costs of the VRA Bonds (consisting of the underwriters' discount and other costs incurred by VRA) (collectively, the "VRA Costs") and other market conditions relating to the sale of the VRA Bonds; and

WHEREAS, such factors are expected to result in the City receiving a purchase price other than the par amount of the Bonds and consequently (i) the aggregate principal amount of the Bonds may be greater than or less than the Proceeds Requested in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested or (ii) the City may receive less than the Proceeds Requested if the financing parameters established under Section 4 or Section 5 of this Ordinance restrict the principal amount of the Bonds such that the maximum principal amount of the Bonds does not exceed the Proceeds Requested by at least the amount of the VRA Costs and

any original issue discount, the amount to be paid to the City, given the Purchase Price Objective and market conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SUFFOLK, VIRGINIA, AS FOLLOWS:

1. Authorization of Issuance of Bonds. The Council hereby determines that it is necessary and advisable and will benefit the residents of the City through the promotion of their health, safety and welfare (i) to contract a debt and to issue the Bonds and (ii) to award and sell the Bonds to or at the direction of VRA. The issuance and sale of the Bonds is hereby authorized on the terms and conditions set forth herein and in the Financing Agreement, and in accordance with Section 15.2-2601 of the Virginia Code, the Council elects to issue the Bonds pursuant to the provisions of the Public Finance Act of 1991, as amended. The proceeds from the issuance and sale of the Bonds shall be used to pay all or a portion of the Project. The Bonds shall be issued in one or more series, and at one time or from time to time, with appropriate nomenclature and series designations, as determined by the City Manager (the "City Representative").

2. Authorization of Financing Agreement. The City Representative is hereby authorized and directed to determine the final form of the Financing Agreement; provided that it is consistent with past financing agreements between the City and VRA. The City Representative is hereby authorized and directed to execute the Financing Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Ordinance as may be approved by the City Representative, whose approval shall be evidenced conclusively by the execution and delivery thereof.

3. Pledge of Revenues. The Bonds shall be limited obligations of the City as to which the principal of, premium, if any, and interest shall be payable solely from the net revenues (i.e. revenue less operating expenses) derived by the City from its water and sewer systems, as such systems may be expanded from time to time, and from other funds, if any, that have been or may be pledged for such purpose. Nothing in this Ordinance, the Bonds or any documentation under which the Bonds may be issued shall be deemed to pledge the full faith and credit and taxing power of the City to the payment of the Bonds. Each series of Bonds will be issued under and are equally and ratably secured by a Master Indenture of Trust dated as of December 1, 1996 (as previously supplemented and amended, the "Master Indenture") between the City and U.S. Bank Trust Company, National Association, as successor trustee (the "Master Trustee"), and as further supplemented by a Supplemental Indenture of Trust (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") to be dated a date determined by the City Representative for each series of Bonds, all between the City and the Master Trustee, as "Parity Indebtedness" as defined therein.

4. Refunding of the Prior Bonds. The refunding of the Prior Bonds shall be executed as follows:

(a) the Council hereby authorizes and directs the City Representative to select the particular Prior Bonds to be refunded, subject to the parameters set forth in Section 5(b) below;

(b) the Council hereby authorizes and directs the City Representative to cause each of the Prior Bonds to be refunded to be called for optional redemption on its earliest optional redemption date required under applicable federal tax law;

(c) the redemption proceedings, including the giving of redemption notices to the holders of the refunded Prior Bonds shall be done pursuant to the terms of the Prior Bonds; and

(d) the Council hereby authorizes the City Representative to cause to be prepared and to execute and deliver an escrow agreement or agreements between the City and an escrow agent or escrow agents to be selected by the City Representative providing for the irrevocable deposit of the proceeds of the Bonds in amounts sufficient, when invested as set forth in the escrow agreement(s), to provide for the payment of the principal of, premium, if any, and interest on the refunded Prior Bonds.

5. Sale of Bonds; Terms and Conditions. (a) The Bonds may be issued in one or more series and the Bonds of each series shall be issued as a single bond in fully registered form and shall be dated the date of its issuance. The City Representative is hereby authorized to determine whether to issue the Bonds in one or more series in connection with one or more of VRA's Virginia Pooled Financing Programs; provided that the parameters set forth in (b) below are satisfied.

(b) The Council hereby authorizes the sale of the Bonds to or at the direction of VRA on terms that VRA shall determine subject to VRA's Purchase Price Objective and market conditions described in the Recitals hereof; provided, however, that (i) for any series of Bonds, the refunding of the Prior Bonds refunded by that series selected shall result in an aggregate net present value debt service savings of not less than [3.00]% of the par amount of the Prior Bonds to be refunded, and (ii) the Bonds shall be payable in principal installments ending no later than the last year that a Prior Bond being refunded matures.

(c) Subject to the parameters in subsection (b), the City further authorizes the City Representative to accept the final terms presented by VRA, including the final principal amount and the amortization schedule (including the principal installment dates and amounts) of the Bonds. If any of the limitations set forth above restricts VRA's ability to generate the Proceeds Requested, taking into account the VRA Costs, the Purchase Price Objective and market conditions, the City Representative is authorized to accept a purchase price for the Bonds at an amount less than the Proceeds Requested.

(d) The actions of the City Representative in determining the final terms of the Bonds shall be conclusive, and no further action shall be necessary on the part of the Council. As set forth in the Financing Agreement, the City agrees to pay such "supplemental interest" and other charges as provided therein, including such amounts as may be necessary to maintain or replenish the VRA Reserve. The principal of and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America.

6. Details of Bonds. The Bonds shall be issued upon the terms established pursuant to this Ordinance, the Indenture and the Financing Agreement. The Bonds shall be issued in fully registered form, and shall be numbered from R-1 upwards consecutively with the appropriate

series designation. The Bonds shall mature in the years and amounts, shall bear interest payable semi-annually at such rates and shall be subject to redemption prior to maturity on such terms all as set forth in the Financing Agreement. Principal, premium, if any, and interest shall be payable in lawful money of the United States of America.

7. Form of Bond and Supplemental Indenture. The Bonds shall be in substantially similar form to prior revenue bonds of the City and on file in the City's records, with such appropriate variations, omissions and insertions as are permitted or required by this Ordinance or any subsequent ordinance or resolution of the Council. There may be endorsed on the Bonds such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto. The Supplemental Indenture shall be in substantially the same form as the prior supplemental indentures, pledging the net revenues derived from the ownership and operation of the City's water and sewer systems to payment of the principal of, premium, if any, and interest on the Bonds, and contain such other provisions as the City Representative shall determine to be necessary and appropriate.

8. Appointment of Bond Registrar and Paying Agent. The City Representative is hereby authorized to select and appoint as Registrar and Paying Agent for the Bonds (the "Bond Registrar") a bank or other financial institution capable of performing such duties. In the absence of such selection and appointment by the City Representative, the Treasurer of the City is appointed as Bond Registrar. The Council or the City Representative may appoint a subsequent Bond Registrar or one or more paying agents for the Bonds upon giving written notice to VRA specifying the name and location of the principal office of any such Bond Registrar or paying agent.

9. Execution of Bonds. The City Representative is hereby authorized and directed to execute appropriate negotiable Bonds, and the Clerk of Council (the "Clerk") is hereby authorized and directed to affix the seal of the City thereto. The City Representative is hereby authorized and directed to deliver the Bonds to or at the direction of VRA upon payment of the purchase price therefor. The manner of execution and affixation of the seal may be by facsimile; provided, however, that if the signatures of the City Representative and the Clerk are both by facsimile, the Bonds shall not be valid until signed by the manual signature of the Bond Registrar.

10. Tax Compliance Agreement. Such officers of the City as may be requested are authorized and directed to execute and deliver a non-arbitrage certificate and tax compliance agreement (the "Tax Compliance Agreement") with VRA in a form to be approved by the officers of the City executing such document, whose approval shall be evidenced conclusively by the execution and delivery thereof.

11. Arbitrage Covenants. The City covenants that it shall neither take nor omit to take any action the taking or omission of which will cause the VRA Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, or otherwise cause interest on the VRA Bonds to be includable in the gross income of the registered owner thereof under existing law. Without limiting the generality of the foregoing, the City shall comply with any provision of the Tax Compliance Agreement that may require the City at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bonds, unless the

City receives an opinion of nationally recognized bond counsel that such compliance is not required or no longer required to prevent interest on the VRA Bonds from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The City shall pay any such required rebate from legally available funds.

12. Official Statement. The City authorizes and consents to the inclusion if necessary of information with respect to the City contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds. If appropriate, such disclosure documents shall be distributed in such manner and at such times as any of them shall determine. The City Representative is authorized and directed to take whatever actions are necessary or appropriate to aid VRA in ensuring compliance with Securities and Exchange Commission Rule 15c2-12.

13. Further Actions; Authorization of City Representative. The City Representative and such officers and agents of the City as may be designated by the City Representative, are hereby authorized and directed to take such further action as they deem necessary or appropriate regarding the issuance and sale of the Bonds, including necessary steps to qualify or register them for sale in one or more jurisdictions and to secure credit enhancement therefor. All actions previously taken by the City Representative and such officers and agents in connection with the issuance and sale of the Bonds are hereby ratified and confirmed. The authorizations granted in this Ordinance to the City Manager and the Clerk may be carried out by the Deputy, Interim or Acting City Manager and any Assistant or Deputy Clerk, respectively, in the absence of the primary officers.

14. SNAP Investment Authorization. The Council authorizes the Treasurer to have the option to utilize the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") in connection with the investment of the proceeds of the Bonds. The Council acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the City in connection with SNAP, except as otherwise provided in the contract creating the investment program pool.

15. Filing of Ordinance. The City Attorney of the City is authorized and directed to file a certified copy of this Ordinance with the Circuit Court of the City pursuant to Sections 15.2-2607 and 15.2-2627 of the Virginia Code.

16. Effective Date; Expiration of Authorization. This Ordinance shall take effect immediately upon passage. Except as set forth in the following sentence, the authorization to issue and sell the Bonds shall expire on June 30, 2027, but all other provisions of this Ordinance shall remain in full force and effect.

READ AND PASSED: _____

TESTE: _____
Erika S. Dawley
City Clerk

Approved as to Form:

A handwritten signature in black ink, appearing to read 'W. E. Hutchings, Jr.', written over a horizontal line.

William E. Hutchings, Jr., City Attorney

Public Hearings

Ordinances

Resolutions

AGENDA: June 3, 2026, Regular Session

ITEM: Staff Report - 2026 Legislative Update

The City Attorney's Office will provide a presentation reviewing the General Assembly's recent legislation.

Motions

Non-Agenda Speakers

New Business

Announcements and Comments