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Memorandum of Understanding
Development of the Tidewater Community College Portsmouth Campus
At Victory Crossing Business Park

This Memorandum of Understanding ("Memorandum") memorializes the goals, understandings, and respective commitments shared by the City of Portsmouth ("the City"), the Industrial Development Authority of the City of Portsmouth ("the IDA"), the State Board for Community Colleges ("SBCC"), Tidewater Community College ("TCC"), and Victory Crossing Developers, LLC, ("Developer") toward the relocation and development of the Portsmouth Campus of Tidewater Community College ("the Campus") at the new Victory Crossing Business Park ("the Business Park").

This Memorandum is not intended to be a legally binding agreement, and all commitments stated herein are subject to ultimate approval by the governing bodies or boards of the Parties, and may be subject to the availability of funds and future appropriations by the Commonwealth of Virginia and the City of Portsmouth.

1. The Shared Vision for the Portsmouth Campus. This Memorandum implements the resolutions adopted by the Portsmouth City Council and by the Tidewater Community College Board on January 15, 2002 and, subsequently, presented to the SBCC on January 24, 2002. The Parties seek to establish a modern, urban community college campus to serve the citizens of the City of Portsmouth and to relocate the Portsmouth academic campus, currently located in Suffolk, to the City of Portsmouth. Furthermore, through the availability of workforce development and other programs offered at the relocated campus, the Parties seek to support and enhance the economic development efforts of the City and IDA in the vicinity of the new Business Park.
2. Development of Victory Crossing Business Park. The IDA has contracted with Developer to develop and manage the Business Park, a 135-acre commercial area at the interchange of Interstate 264 and Victory Boulevard in Portsmouth. It is intended that TCC will work with the City, Developer, and tenants of the Business Park to develop facilities and programs that serve the requirements of Business Park tenants and other

local businesses as an incentive for business development within the Business Park and throughout Portsmouth. In order to ensure design consistency and compatibility throughout the Business Park, TCC will collaborate with the Developer and the City in the development of the restrictive covenants and design criteria that will be applied to the Campus and throughout the Business Park.

3. Development of the Relocated Portsmouth Campus. The Campus is envisioned to be developed in "Phases." As provided by the funding authorized in the 2002 Higher Education General Obligation Bond Referendum, Phase I of the new Campus would consist of approximately 160,000 square feet of instructional, staff, and support space. When fully developed, the Campus would consist of up to 350,000 square feet of space. It is the goal of the Parties to commence construction on or about 2007 and to open Phase I in 2009, or earlier, with subsequent expansion to be built when enrollment growth so dictates. When fully developed, the Campus is expected to serve 14,000 to 16,000 students annually. In addition, planning for Phase I includes development of a Student Center, which may be located on private land within the Business Park, housing student-centered facilities such as meeting rooms, commons areas, and offices for student organizations as well as retail services such as a child care center, bookstore, and food service, funded as described below in paragraph 6.
4. Roles and Responsibilities of the Parties. This Memorandum reflects the customary requirements of state law and the policies of the Virginia Community College System ("VCCS") with respect to the allocation of roles and responsibilities between the Parties. The Parties agree to continue their discussions and to examine creative alternatives to traditional design, development, and construction processes with the goal of providing the highest quality Campus facilities at the least cost at the earliest opportunity.
5. Land.
 - a. It is important that the plan for the new Campus provide for a distinctive presence for TCC, as depicted on the conceptual plan prepared by CMSS Architects, dated

April 13, 2004, attached as Exhibit A, and encompass future growth as well as immediate needs. Therefore, the Parties have agreed that 40 acres of land within the Business Park will be reserved for the Campus and its immediate surrounding amenities and supporting infrastructure, as shown on Exhibit A.

- b. The IDA agrees to effect a transfer of title to this land to the SBCC in such form and upon such schedule as the Parties may determine for the development of the Campus. However, in the event that the Campus is not built at the Business Park, title to the land will revert to the IDA.

6. Funding.

- a. It is understood that the obligations of the SBCC/TCC hereunder exist only to the extent that funds shall be appropriated and budgeted for the Campus by the General Assembly. Funding for design and construction of the 160,000 square-foot facility housing instructional, staff, and support spaces has been approved as part of the Series 2003A General Obligation Bonds to be issued by the Commonwealth of Virginia ("Bond Funds"). A separate state appropriation to equip and furnish this facility has been requested by SBCC/TCC. The planned 50,000 square-foot Student Center will not be funded by the City or the IDA, but will be funded through Non-General Funds or through a public-private venture. Funding for maintenance and operation of Campus facilities will be requested by SBCC/TCC at the appropriate time.
- b. In accordance with the biennial budget bill and VCCS policy, funding for land acquisition, site development, and construction of campus improvements outside of five feet from any campus building is the responsibility of the locality. Specifically, VCCS Policy provides:

“The governing body(s) of the political subdivision(s) applying for a community college shall provide sufficient land, both for the initial

establishment of the college and for future expansion, acceptable to the State Board including all improvements thereon (i.e., roads, exterior lighting, parking lots, landscaping, all utilities to point of connection to buildings, etc.) subject to the policies, procedures, and regulations of the State Board. The State Board may seek the advice of site consultants and shall select the site(s) of the community college in each region from several sites recommended. The guidelines for a site for a community college are as follows:

1. Size of Site

As a general standard, the site shall consist of 100 or more acres (with prior approval of the State Board, a smaller acreage may be acceptable in special circumstances). All sites shall become the property of the Commonwealth of Virginia.

2. Utilities on Site

The site shall have all major utilities made available on the site to point of connection on the buildings.

3. Access to Site

The site shall be located on or sufficiently near major highways so that the residents of the region may have easy access to the community college.

4. Location of Site

Considering both present and potential developments, the site shall be located as close as possible to the center of population of the region being served.”

c. Accordingly, the Parties agree:

i. The City will provide, or cause to be provided, funding for site preparation, development, and construction of site amenities (including landscaping, walkways, and lighting) beyond five feet from the Campus buildings. This will include locations and features similar to those shown on Exhibit A.

ii. The City will provide, or cause to be provided, funding for installation of utilities to within five feet from Campus buildings, to include:

1. Gas,
2. Electric Power,
3. Sewage,
4. Stormwater,
5. Water,
6. Telephone,
7. CATV,
8. Other telecommunications, and
9. Fiber.

iii. The City will provide, or cause to be provided, for all Campus infrastructure requirements outside of five feet from the Campus buildings, to include:

1. Parking. At least 1400 spaces are planned for Phase I of the Campus development. Parking facilities may be located on or off the Campus, may be surface lots or parking structures, and may be

solely for TCC's use or for joint use with tenants in the Business Park.. For parking facilities not owned by TCC, parking fees charged to TCC students, faculty and staff will be at rates negotiated with and approved by TCC and the State Board. The Parties recognize that the City is only obligated to provide funding for surface parking lots and that any additional cost associated with parking facilities of any kind will not be funded by the City or the IDA.

2. Traffic Control. The City agrees to provide, or cause to be provided, adequate traffic control features, including signs and signals, to facilitate the convenient access to and egress from the Campus and parking facilities by users of Campus facilities.
 3. Lighting. Since the Campus will conduct educational programs early in the mornings and late in the evenings, adequate lighting for both pedestrian and vehicle traffic will be provided.
 4. Signage. Signs and/or other appropriate markings will be provided to indicate the entrances to the Campus. These are intended to be both functional and decorative, consistent with the image of the Campus as an important public facility within the City.
- d. The Virginia Department of Transportation has allocated funding for improvements to Victory Boulevard and the interchange with I-264 to include widening of Victory Boulevard, installation of turn lanes into the Business Park, and signalization of the intersection, as evidenced by the 2005 Six Year Improvement Program for the Hampton Roads District, attached as Exhibit B. Construction of these improvements is scheduled to be initiated by July 1, 2006, and it is understood by the Parties that these improvements must be completed before the opening of the new Campus.

- e. The City further agrees to provide directional signage approved by TCC at selected locations and along major thoroughfares in the City of Portsmouth to provide convenient directions to the Campus.
 - f. Once the initial phase of the Campus is completed, maintenance of the Campus site will be an obligation of SBCC/TCC. According to SBCC policy, costs of future upgrades or improvements to site amenities and infrastructure must be from non-state funds.
7. Security. The Parties recognize that a safe and secure environment is necessary for the success of the Campus. TCC will provide campus security staff, to be supplemented or supported by City police, and the City commits to providing fire, EMS, and other public safety resources to help ensure that the Campus is adequately secured at all times of operation.
8. Schedule. SBCC/TCC has been allocated Bond funds for design of the Campus effective August 2004, and construction funds in Fiscal Year 2008, according to the following general schedule:

Planning Start Date:	August 2004
Construction Bid Date:	April 2007
Construction Start Date:	July 2007
Project Completion Date:	May 2009

The Parties agree that opening this campus as soon as possible is to the economic benefit of all involved, and will work towards a mutually agreeable timeline to complete the project.

9. Amendment and Modification. The Parties agree that this Memorandum may be revised by mutual agreement, in writing, as the circumstances may require. The Parties agree to

continue their consultation and discussion regarding the matters discussed in this Memorandum, and to use their best efforts to achieve the goals stated herein.

10. Conditions Precedent. This Memorandum is not intended to be a legally binding agreement, and all commitments stated herein are subject to:
- a. Ultimate approval by the governing bodies or boards of the Parties;
 - b. The availability of funds and future appropriations by the Commonwealth of Virginia and the City of Portsmouth; and
 - c. The execution by the Parties of such further detailed agreements as necessary to accomplish the goals of this Memorandum.
11. Binding Agreements. The Parties agree to continue their consultations and discussions regarding the matters discussed in this Memorandum and to use their best efforts to promptly negotiate, authorize, and enter into such legally binding agreements as necessary to achieve the goals of this Memorandum.

Signed this 9th day of June, 2004

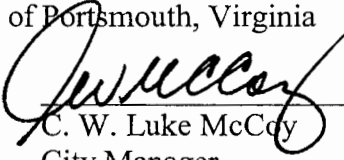
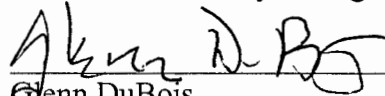
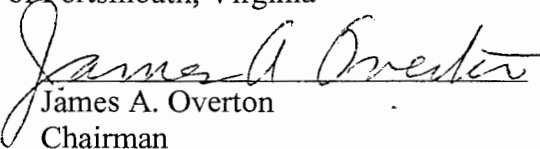
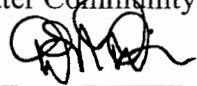
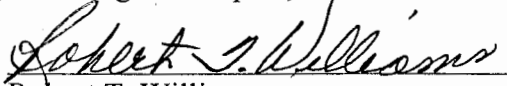
City of Portsmouth, Virginia By:  C. W. Luke McCoy City Manager	State Board for Community Colleges By:  Glenn DuBois Chancellor
The Industrial Development Authority of the City of Portsmouth, Virginia By:  James A. Overton Chairman	Tidewater Community College By:  Deborah M. DiCroce President
Victory Crossing Developers, LLC By:  Robert T. Williams Managing Member	(Empty)

EXHIBIT A

CONCEPTUAL SITE PLAN

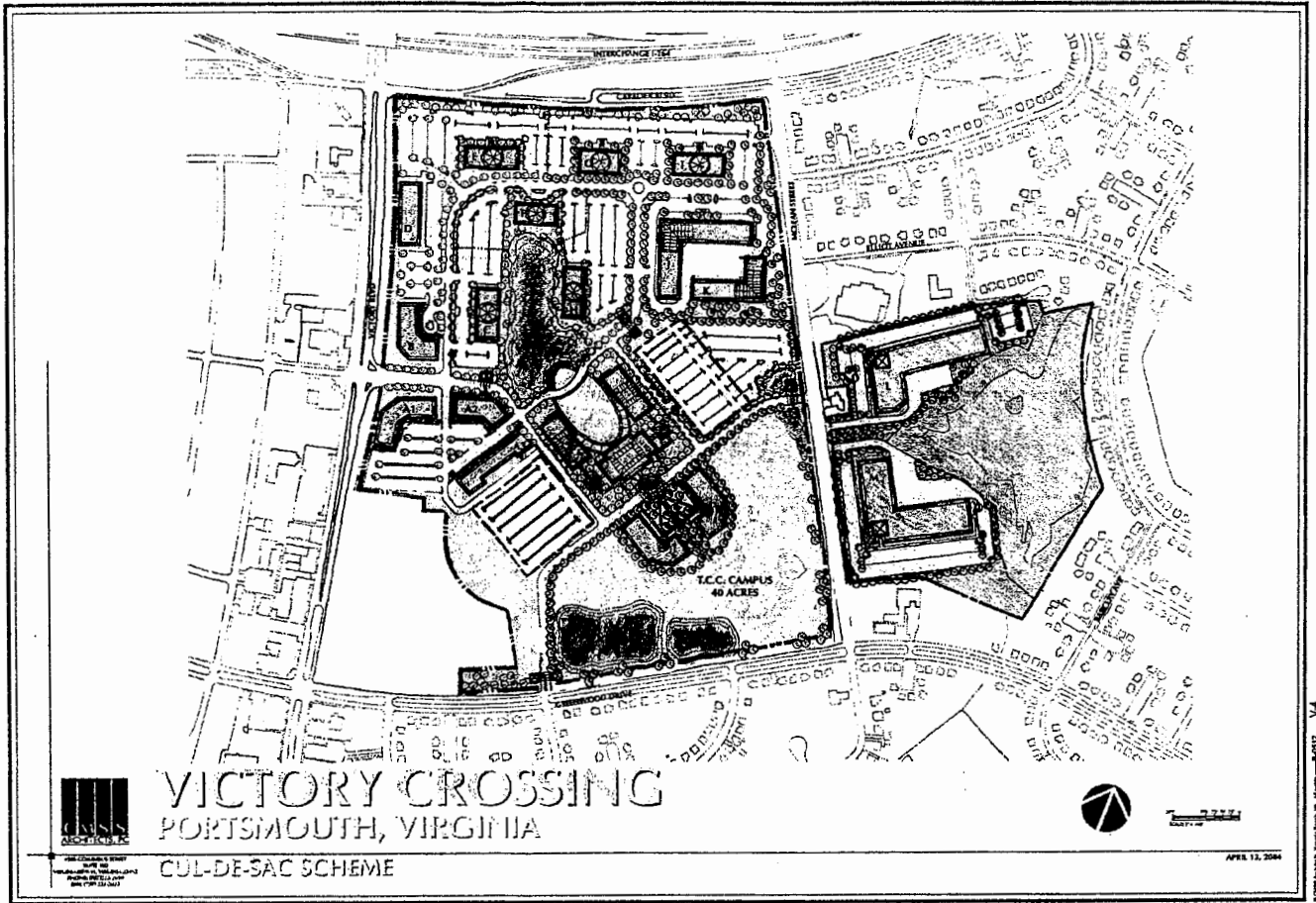



EXHIBIT B

EXCERPT FROM VDOT 2005-2010 SIX YEAR IMPROVEMENT PLAN (SYIP)
FOR HAMPTON ROADS DISTRICT

VDOT Six-Year Improvement Program | Project Details



Six-Year Improvement Program

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Project Summary

UPC	51853
Project	4 Lane
Scope of Work	
Description	Greenwood Drive to I-264
Report Note	Contract administration by City
Fund Source	STP

Project Location

[Map It](#)

District	Hampton Roads	Jurisdiction	
Program/System	Urban	Length	0.5300 MI
Route	U000	Street	VICTORY BLVD.
Structure No.		Sufficiency Rating	
MPO Area	Hampton Roads		
Zip Code	23701		

Estimates & Schedule

	Estimated Cost (Thousands)	Schedule
Prelim. Eng. (PE)	\$539	Underway
Right-of-Way (RW)	\$1,751	Underway
Construction (CN)	\$5,824	FY2005
Total Estimate	\$8,114	

Required Allocations

Fund Sources	Previous Allocations	FY2005	FY2006	FY2007	FY2008	FY2009	FY2010	Required After 2010
Values in Thousands of Dollars								
Regular: Urban: Portsmouth	\$4,894	\$1,468	\$736	\$0	\$0	\$0	\$0	
STP Regional Allocations: Urban: Hampton Roads	\$1,026	\$0	\$0	\$0	\$0	\$0	\$0	
Total Funding	\$5,910	\$1,468	\$736	\$0	\$0	\$0	\$0	\$0

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Six-Year Improvement Program