



ROANOKE CITY
PUBLIC SCHOOLS

**ROANOKE CITY COUNCIL
ROANOKE CITY SCHOOL BOARD
MAY 3, 2021**

9:00 A.M.

**CITY COUNCIL CHAMBER
215 CHURCH AVENUE, S. W.**

AGENDA

1. Call to Order -- Roll Call.

- City Council
- School Board

2. Welcome and Opening Remarks.

- Mayor Sherman P. Lea, Sr.
- Chair Lutheria Smith

3. Items for Discussion/ Comments by City Council/School Board Trustees.

- School Superintendent Presentation. "Equity in Action – Destination 2030"

4. Recess/Adjourn.

THE COUNCIL MEETING WILL RECONVENE TO CONSIDER THE FOLLOWING AGENDA ITEMS:

A communication from Mayor Sherman P. Lea, Sr., requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended. A list of current vacancies is included with the agenda for this meeting.

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A communication from Vice-Mayor Patricia White-Boyd, Chair, City Council Personnel Committee, requesting that Council convene in a Closed Meeting to discuss a personnel matter, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

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ITEMS LISTED ON THE 2:00 P.M. COUNCIL DOCKET REQUIRING DISCUSSION/CLARIFICATION AND ADDITIONS/DELETIONS TO THE 2:00 P.M. AGENDA. (5 MINUTES)

TOPICS FOR DISCUSSION BY THE MAYOR AND MEMBERS OF COUNCIL. (5 MINUTES)

BRIEFINGS:

- Budget/Financial Planning FY 22 - 45 minutes

LEGISLATIVE COMMITTEE MEETING SCHEDULED TO CONVENE IMMEDIATELY FOLLOWING THE CONCLUSION OF THE JOINT MEETING.

THE COUNCIL MEETING WILL STAND IN RECESS FOR A CLOSED MEETING; AND THEREAFTER RECONVENE AT 2:00 P.M., IN THE COUNCIL CHAMBER, ROOM 450, NOEL C. TAYLOR MUNICIPAL BUILDING.



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**MAY 3, 2021
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

**The City of Roanoke is a safe, caring and economically vibrant community in
which to live, learn, work, play and prosper**

***A vibrant urban center with strong neighborhoods set amongst the spectacular
beauty of Virginia's Blue Ridge***

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend Alexander MacPhail,
Rector, Christ Episcopal Church, Roanoke.

The Pledge of Allegiance to the Flag of the United States of America will
be led by Mayor Sherman P. Lea, Sr.

Welcome. Mayor Lea.

NOTICE:

Today's Council meeting will be televised live and replayed on RVTV Channel 3
on Thursday, May 6 at 7:00 p.m., and Saturday, May 8 at 4:00 p.m.; and video
streamed through Facebook Live at [facebook.com/RoanokeVa](https://www.facebook.com/RoanokeVa). Council meetings
are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

The Council of the City of Roanoke is seeking applications for the following current vacancies and/or upcoming expirations of terms of office:

Economic Development Authority – one vacancy
Mill Mountain Advisory Board – one vacancy
Personnel and Employment Practices Commission – two vacancies
Roanoke Arts Commission – two vacancies
Roanoke Public Library Board – two vacancies
Towing Advisory Board – one vacancy (Citizen at-large)
Youth Services Citizen Board – one vacancy

Access the City's homepage to complete an online application for the abovementioned vacancies.

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

A proclamation declaring May 2 – 8, 2021 as Resilience week.

3. HEARING OF CITIZENS UPON PUBLIC MATTERS:

City Council sets this time as a priority for citizens to be heard. If deemed appropriate, matters will be referred to the City Manager for response, recommendation or report to the Council.

Due to the recent increase and severity in COVID-19 cases in the City of Roanoke, out of an abundance of caution, the Roanoke City Council has determined that temporary changes are necessary. Roanoke City Council Members will continue to meet in person in City Council Chamber, observing all recommended safety protocols while members of the community wishing to address the City Council during Hearing of Citizens Upon Public Matters are required to participate virtually or via email by contacting the City Clerk's Office at clerk@roanokeva.gov and (540) 853-2541, by 12:00 p.m., on May 3. The Council Chamber will not be accessible to the general public during the meeting. The meeting will continue to be broadcast via RVTV-3 and on the City's Facebook account.

4. CONSENT AGENDA:

All matters listed under the Consent Agenda are considered to be routine by the Members of City Council and will be enacted by one motion. There will be no separate discussion of the items. If discussion is desired, the item will be removed from the Consent Agenda and considered separately.

C-1 Minutes of the regular meeting of City Council held on Monday, March 15, 2021.

RECOMMENDED ACTION: Dispense with the reading of the minutes and approve as recorded.

C-2 A communication from the City Manager requesting that Council schedule a public hearing to be held on Monday, May 17, 2021, at 7:00 p.m., or as soon thereafter as the matter may be heard, or such later date and time as the City Manager shall determine, in his discretion, to lease 3.6 acres of City-owned property located at 5401 Barns Avenue, N. W., to Jared and Donna Green for agricultural uses.

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RECOMMENDED ACTION: Concur in the request.

C-3 Reports of qualification of Helen Favor as a member (Engineer) of the Building and Fire Code Board of Appeals for a three-year term of office, commencing July 1, 2021 and ending June 30, 2024; and Peter Volosin as a Citizen representative of the Roanoke Valley-Allegheny Regional Commission for a three-year term of office, commencing July 1, 2021 and ending June 30, 2024.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA:

5. PUBLIC HEARINGS: NONE.

6. PETITIONS AND COMMUNICATIONS:

- a. Transmittal of the Roanoke Valley Regional Cable Television Proposed Fiscal Year 2021 - 2022 Budget. Scott Ramsburg, Cable Access Director, Spokesperson. (Sponsored by the City Manager)

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7. REPORTS OF CITY OFFICERS AND COMMENTS OF THE CITY MANAGER:

- a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

- 1. Acceptance of the National Endowment for the Arts Challenge America Grant to support community driven projects at a minimum of two Roanoke River Greenway “gateway” locations for the southeast neighborhood.
- 2. Consideration and approval of the 2021 — 2022 HUD Annual Plan.

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B/O 35

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COMMENTS OF THE CITY MANAGER.

8. REPORTS OF COMMITTEES: NONE.

9. UNFINISHED BUSINESS: NONE.

10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.

11. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

12. ADJOURN.



SHERMAN P. LEA, SR.
Mayor

**CITY OF ROANOKE
OFFICE OF THE MAYOR**

215 CHURCH AVENUE, S.W., SUITE 452
ROANOKE, VIRGINIA 24011-1594
TELEPHONE: (540) 853-2444
FAX: (540) 853-1145
EMAIL: MAYOR@ROANOKEVA.GOV

May 3, 2021

The Honorable Vice-Mayor Patricia White-Boyd and Members
of the Roanoke City Council
Roanoke, Virginia

Dear Vice-Mayor White-Boyd and Members of Council:

This is to request a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711(A)(1), Code of Virginia (1950), as amended. A list of current vacancies is included with the agenda for this meeting.

Sincerely,

Sherman P. Lea, Sr.
Mayor

SPL:ctw

COMMITTEE VACANCIES/REAPPOINTMENTS
May 3, 2021
Public

VACANCIES:

Term of office on the Economic Development Authority ending October 31, 2025.

Term of office on the Fair Housing Board ending March 31, 2024.

Term of office on the Mill Mountain Advisory Board ending June 30, 2024.

Term of office on the Personnel and Employment Practices Commission ending June 30, 2024; and unexpired term of office ending June 30, 2022.

Terms of office on the Roanoke Arts Commission ending June 30, 2024.

Terms of office on the Roanoke Public Library Board ending June 30, 2024.

Term of office on the Roanoke Valley-Alleghany Regional Commission ending June 30, 2024.

Term of office (Citizen at Large) on the Towing Advisory Board ending October 31, 2023.

Term of office on the Visit Virginia's Blue Ridge, Board of Directors ending June 30, 2022.

Unexpired term of office on the Youth Services Citizen Board ending June 30, 2021.



SHERMAN P. LEA, SR.
Mayor

CITY OF ROANOKE

CITY COUNCIL

215 Church Avenue, S.W.
Noel C. Taylor Municipal Building, Suite 456
Roanoke, Virginia 24011-1536
Telephone: (540) 853-2541
Fax: (540) 853-1145
Email: clerk@roanokeva.gov

Council Members
William D. Bestpitch
Joseph L. Cobb
Robert L. Jeffrey, Jr.
Stephanie Moon Reynolds
Vivian Sanchez-Jones
Patricia White-Boyd

May 3, 2021

The Honorable Mayor and Members
of the Roanoke City Council
Roanoke, Virginia

Dear Mayor Lea and Members of Council:

I wish to request that Council convene in a closed meeting to discuss a personnel matter, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

Patricia White-Boyd, Chair
City Council Personnel Committee

PWB:ctw



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: May 3, 2021

Subject: Request Public Hearing to Renew Lease for Approximately 3.6 acres of a Portion of Land Located at 5401 Barns Avenue, N.W., to Jared Green and Donna Green

Background:

Since May of 1994, Jared Green and Donna Green have leased approximately 3.6 acres of City-owned land, being a portion of City-owned land located at 5401 Barns Avenue, N.W., Roanoke, Virginia for agricultural use. They currently lease the site for \$100.00 per year. Mr. and Mrs. Green have requested to renew their lease for a one-year term with four (4) mutually agreed upon one-year renewal options at the same lease rate of \$100.00 for each one-year term. A copy of the proposed lease is attached to this City Council Report.

Recommended Action:

Authorize the scheduling and advertising of the proposed lease of the 3.6-acre property to Jared Green and Donna Green for a public hearing on May 17, 2021, at 7:00 pm, or at such time thereafter as the matter may be reached, or at such later date and time as the City Manager may determine.

 Robert S. Cowell, Jr.
 City Manager

Attachment:

Distribution: Council Appointed Officers
 W. Brent Robertson, Assistant City Manager for Community Development
 Amelia C. Merchant, Director of Finance
 Robert Ledger, Director of Economic Development
 Susan Lower, Director of Real Estate Valuation
 Cassandra L. Turner, Economic Development Specialist

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is made as of this ___ day of _____, 2021, by and between the CITY OF ROANOKE, VIRGINIA, a municipal corporation organized and existing under the laws of the Commonwealth of Virginia ("Lessor"), and JARED GREEN AND DONNA GREEN ("Lessee"),

WITNESSETH:

WHEREAS, the Lessor owns certain land consisting of 3.6 acres, being a portion of property designated as Roanoke Official Tax Map No. 6610101, located at 5401 Barns Avenue, N. W., in the City of Roanoke, Virginia (the "Leased Premises"),

WHEREAS, Lessee desires to lease the Leased Premises, together with all improvements situated on the Property, for the purpose of grazing of livestock, and the Lessor desires to lease the Leased Premises to Lessee for such purposes, upon the terms and conditions stated below; and

WHEREAS, Roanoke City Council authorized the City Manager, on behalf of the Lessor, to enter into this Agreement with Lessee pursuant to Ordinance No. _____, adopted _____, 2021, following a public hearing on this matter.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, and the above recitals which are incorporated by reference herein, the parties agree as follows:

Section 1. Leased Premises. Subject to the terms and conditions of this Agreement, Lessor hereby leases to Lessee, and Lessee leases from Lessor, the Leased Premises, and all improvements located thereon, being a portion of property designated as Roanoke Official Tax Map No. 6610101, located at 5401 Barns Avenue, N.W., depicted as "B #2" as the Leased Premises are more particularly shown on the sketch attached as Exhibit A, which is incorporated by reference herein, for Lessee to use for grazing of livestock.

Section 2. Term and Renewal. The initial term of this Agreement shall be one (1) year, commencing on June 1, 2021, and ending on May 31, 2022. Thereafter, the Agreement may be renewed for up to four additional one year terms, upon the mutual agreement of the parties. Each renewal term may be exercised by the party requesting renewal providing notice to the other party in writing no later than sixty (60) days prior to the expiration of the initial term or any renewal term. The other party shall then be required to provide written notice to the party requesting such renewal and whether it agrees to the renewal term, and if so, under what conditions before the Agreement shall be renewed a subsequent term.

Section 3. Rent. (a) As consideration for this Agreement, Lessee shall pay Lessor the annual amount of ONE HUNDRED AND NO/DOLLARS (\$100.00) as rent for the initial one year term of this Agreement, and each one year renewal term or terms of the Agreement.

(b) Such rent shall be due and payable no later than June 1, 2021, for the initial term of this Agreement, and for each year of the renewal term or terms of this Agreement, and paid at the Lessor's Office of City Treasurer, Room 254, Noel C. Taylor Municipal Building, 215 Church Avenue, S.W., Roanoke, Virginia 24011. In the event payment is not received within ten (10) days of this date, a late charge in the amount of ten percent (10%) of the annual rent shall be added to the rent amount due. Interest on all delinquent rent shall accrue at the rate of ten percent (10%) per annum.

(c) No payment by Lessee or receipt by Lessor of a lesser amount than the rent, additional rent, or other amounts herein stipulated shall be deemed to be other than on account of the stipulated rent and amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment thereof be deemed an accord and satisfaction, unless the Lessor otherwise agrees in a writing signed by both Lessor and Lessee. Lessor may accept such check of payment without prejudice to Lessor's right to recover the balance of such amounts or pursue any other remedy provided in this Lease Agreement or by law.

Section 4. Taxes and Other Charges. (a) In addition to payment of the rent as set forth above, Lessee shall timely pay all applicable real estate or leasehold taxes, or any other taxes or charges in connection with this Agreement that the Lessee may be required by law or regulations to pay. Any applicable real estate or other taxes shall be determined by the Real Estate Assessor for the City of Roanoke, and Lessor will provide appropriate notice and documentation of such taxes to Lessor if Assessor does not provide such notice directly to Lessee.

(b) Lessee shall reimburse Lessor for all stormwater utility fees if assessed by the City of Roanoke for the Leased Premises pursuant to Chapter 11.5, Code of the City of Roanoke (1979), as amended.

Section 5. Lessee's Use of Leased Premises. (a) Purpose. Lessee shall use the Leased Premises only for the purpose of livestock grazing, and for no other purpose.

(b) Operation. Lessee shall, at its sole cost and expense, operate and maintain the Leased Premises in accordance with good practices as are customary in the industry for its intended use. Any damage done to the Leased Premises, or any other property of Lessor located on the Leased Premises, shall be repaired or replaced by Lessee at Lessee's sole expense within thirty (30) days after notification by Lessor of such damage. Any improvements made to the Leased Premises shall only be made upon Lessor's prior written approval, and any improvements authorized by Lessor shall become the property of Lessor, without Lessor owing Lessee any sums for any increase in value to the Leased Premises as a result of such improvements.

(c) Maintenance. Lessee accepts the Leased Premises in its AS IS, WHERE IS, condition. Lessor makes no warranties or representations regarding the condition of the Leased Premises, including the suitability of the Leased Premises for Lessee's intended use. Lessor shall have no responsibility to maintain, repair, or replace any portion of the Leased Premises. Except in the event of an emergency, Lessee shall provide written notice to Lessor within three (3) business days, and obtain Lessor's written approval, before commencing any maintenance, repair, or replacement, or other construction on the Leased Premises, and Lessee shall promptly restore the Leased Premises to the same condition the Leased Premises existed prior to such maintenance,

replacement, or repair, after such work. Lessee agrees that any such maintenance, repair or replacement of any portion of the Leased Premises shall be performed in a good and workmanlike manner. Lessor reserves the right, and not the obligation, for Lessor, its agents, employees, and assigns, to enter upon the Leased Premises at any reasonable time to make repairs, perform maintenance, alterations or improvements; on a case by case basis in Lessor's sole discretion, provided, however, that such repairs, maintenance, alterations, or improvements shall not unreasonably interfere with Lessee's business operations. Such right to enter shall also include the right to enter upon the Leased Premises for the purposes of inspection and to show the Leased Premises to prospective purchasers. Such reservation of rights shall not be construed to limit, modify, or waive Lessee's obligation to keep the Leased Premises in good repair and condition, and to perform maintenance, repair or replacement to Lessor's personal property and the Leased Premises when necessary. If Lessee does not plant crops on all the Leased Premises, Lessee shall mow the Leased Premises or such part thereof not used for growing crops at least twice a year between June and October and otherwise keep the Leased Premises in good appearance and free and clear of debris and litter. Lessee shall maintain all fencing. Lessee shall assume all liability for damage to Lessee's person, livestock, machinery, equipment, agents, employees, guests, invitees, and contractors. Lessee shall assume all liability for damage by its actions or actions of its livestock, machinery, equipment, agents, employees, guests, invitees and contractors

(d) Security. Lessee further acknowledges and agrees that Lessor is not responsible for providing any security to Lessee concerning any of Lessee's property located on the Leased Premises, and that any such security obtained by Lessee shall be obtained at Lessee's sole expense.

(c) Utilities. The parties agree that Lessor is not responsible for payment of any utility costs or charges, and telephone, internet, which will be the responsibility and obligation of Lessee to pay and obtain if applicable.

(f) Sublease of Leased Premises by Lessee. Lessee covenants and agrees that it will not sublet, license, assign, or transfer by operation of law or otherwise, this Agreement, the Leased Premises, or any right Lessee is authorized to exercise hereunder, without the prior written consent of the Lessor, and such attempted assignments without such permission shall be void. The Lessor may grant or withhold its consent in its sole discretion. Any attempt by the Lessee to sublet, license, assign, or transfer by operation of law or otherwise this Agreement, the Leased Premises, or any rights Lessee is authorized to exercise hereunder, without the prior written consent of the Lessor shall result in the automatic termination of this Agreement. Lessee agrees to provide a copy of all agreements it has currently and proposes to enter as such subleases are negotiated in the future to Lessor, prior to execution of such agreement, for Lessor's approval. Lessee guarantees Lessor that all requirements and restrictions contained in this Agreement shall be included in any sublease.

Section 6. Hazardous Materials. While on or near the Leased Premises in its performance pursuant to this Agreement or at any other portion of the Property, Lessee shall not transport, dispose of any hazardous substance, material, or waste, as the term "hazardous material" is defined under federal, state, and local laws, rules and ordinances, without obtaining Lessor's written approval, and in any event Lessee shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, or disposal of hazardous material, substances or waste. Regardless of Lessor acquiescence, Lessee agrees to reimburse Lessor for all costs and expenses incurred by

hazardous substance, material, or waste onto the ground or into the air or water. Lessee agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising under these environmental provisions, and Lessee further agrees that it will not raise or plead a statute of limitations defense in any action arising out of Lessee's failure to comply with the environmental provisions contained herein.

Section 10. Insurance. (a) Requirement of insurance. Lessee shall, at its expense, obtain and maintain during the life of the Agreement, the insurance and bonds required by this Agreement. Any required insurance and bonds shall be effective prior to the commencement of this Agreement.

(b) Commercial General Liability. Lessee shall maintain during the life of the Agreement Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limits of liability for this coverage shall be \$1,000,000 combined single limit for any one occurrence and \$1,000,000 aggregate.

(c) Contractual Liability. Lessee shall maintain during the life of the Agreement broad form Contractual Liability insurance including the indemnification obligation set forth in this Agreement if it is not included in the Commercial General Liability insurance coverage in (b) above.

(d) Workers' Compensation. Lessee shall maintain during the life of the Agreement Workers' Compensation insurance covering Lessee's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance for all its employees engaged in work under this Agreement. Minimum limits of liability for Employer's Liability shall be \$ 100,000 bodily injury each occurrence; \$500,000 bodily injury by disease (Policy limit); and \$100,000 bodily injury by disease (each employee). With respect to the Workers' Compensation and Employer's Liability coverage, the Lessee's insurance company shall waive rights of subrogation against the Lessor, its officers, agents, employees and volunteers.

(e) Automobile Liability. Lessee shall maintain during the life of this Agreement Automobile Liability insurance. The minimum limit of liability for such insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under its Agreement.

(f) Umbrella Coverage. The insurance coverages and amounts set forth in subsections (b), (c), (d) and (e) of this Section may be met by an umbrella liability Policy following the form of the underlying primary coverage in a minimum amount of \$ 1,000,000. Should an umbrella liability insurance coverage Policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific Policy numbers indicated for the insurance providing the coverages required by subsections (b), (c), (d) and (e), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by Lessee to the Lessor.

(g) Fire and Extended Coverage for Structures. Lessee shall obtain and maintain fire and extended coverage insurance insuring any improvements on the Leased Premises, for direct and indirect loss or damage by fire and any other casualty covered under a broad perils, "all risks" typical

fire and extended coverage property insurance policy in an amount equal to the current fair value of the improvements. This coverage shall include the cost of demolition and removal of the improvements, or any portions thereof, damaged by fire or other casualty. The proceeds of the fire and extended coverage insurance shall be payable to Lessor. Lessor shall have the sole right to use the proceeds to repair the improvements and continue this Agreement or retain the proceeds of insurance and terminate this Agreement.

(h) Evidence of Insurance. All insurance shall meet the following requirements:

(1) The Lessee shall furnish the Lessor a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. The Lessor shall be notified of any deductible greater than 10% of the policy limit and such deductible shall be subject to approval of the Lessor, which shall not be unreasonably withheld. However, this deductible requirement shall not apply to pre-funded/fully-funded deductible programs upon proper documentation acceptable to the Lessor's Risk Manager.

(2) The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been provided to the City of Roanoke."

(3) Except for Workers' Compensation coverage and Employer's Liability coverage, the required certificate or certificates of insurance shall name the Lessor, its officers, agents, employees, and volunteers as additional insureds in connection with this Agreement. The Fire and extended coverage insurance shall insure the Lessor and the Lessee in the Building, as their interests may appear.

(4) Insurance coverage shall be in a form and with an insurance company approved by the Lessor which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement shall be authorized to do business in the Commonwealth of Virginia.

Section 11. Termination, Nonrenewal, and Expiration. (a) The parties agree that either party may terminate this Agreement at any time, with or without cause, for any reason, upon ninety (90) days written notice to the other party. Upon any such early termination or nonrenewal of the Agreement, Lessee shall vacate the Leased Premises upon the expiration of the notice period. Lessee shall be liable to Lessor for all rent, additional consideration and taxes under this Agreement for the period of this Agreement prior to said termination date or nonrenewal, except as set forth in this Agreement.

(b) Site Restoration. If this Agreement is terminated, not renewed, or expires, Lessee shall have sixty (60) days from the termination or expiration date to remove its personal property, including any equipment of any sublessee, and related equipment from the Leased Premises, and to repair, replace, or restore any damage to the Leased Premises to the same conditions in which the Leased Premises existed prior to the commencement of this Agreement, ordinary wear and tear

excepted. The parties acknowledge that Lessor shall have no obligation to provide security or otherwise safeguard Lessee's personal property that may be located on the Leased Premises during this time. If Lessee's property, sublessee's property, and related equipment are not removed to the reasonable satisfaction of Lessor within sixty (60) days of the termination or nonrenewal of this Agreement, such property and equipment shall be deemed abandoned and shall become the property of Lessor and Lessee shall have no further rights thereto, or at Lessor's option, the Lessor shall have the right to remove such items and charge the Lessee the cost of such removal and/or disposal of such items.

Section 12. Limitation of Lessor's Liability.

The Lessor, its officers, agents, or employees shall not be liable to Lessee for any damages of any type or loss or interruption of any of Lessee's business, or any sublessee's business, caused by any omissions or actions of Lessor, whether negligent or otherwise. Lessee expressly agrees that a part of the consideration it is giving to support this Agreement is a waiver of any right to seek from the Lessor any claim for such consequential damages or lost profits.

Section 13. Condemnation.

In the event the whole of the Premises is taken by eminent domain, this Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. If a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Agreement as of the date of transfer of title, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the award paid for the taking and Lessor shall receive the full amount of such award. Lessee hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the license or to the fee of the Leased Premises, shall belong to Lessor, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor acting as Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in removing its equipment, personal property, and any relocation expenses.

Section 14. Notices.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows :

If to Lessor, to: City of Roanoke
 Director of Economic Development
 117 Church Avenue S.W.
 Roanoke, Virginia 24011
 Telephone: (540) 853-2715
 Facsimile: (540) 853-1213

If to Lessee, to: Jared Green
 Donna Green
 5606 Barns Avenue, N.W.
 Roanoke, VA 24019
 Telephone: (540) _____
 Facsimile: (540) _____

Notice shall be deemed delivered upon the date of personal service, two days after deposit in the United States mail, or the day after delivery to a nationally recognized overnight courier.

Section 15. Miscellaneous.

(a) **No Broker.** If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker and shall hold the other party harmless from any claims for any commission by such broker.

(b) **Cooperation.** Each party agrees to cooperate with the other in executing any documents necessary to carry out the intent and purposes of this Agreement.

(c) **Severability.** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(d) **Authority.** The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their representative capacities as indicated.

(e) **Counterparts Allowed.** This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(f) **Compliance with Laws.** In Lessee's exercise of the rights and privileges granted herein, Lessee, its agents, employees, guests, invitees, contractors, and/or any other person over whom Lessee has control shall observe, obey and comply fully at Lessee's own expense with all present and future, federal state and local laws, rules or regulations, applicable to or affecting directly or indirectly Lessee or its operations and activities on or in connection with the Leased Premises. Lessee further agrees that Lessee does not and shall not during the performance of this Agreement; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

(g) **Successors and Assigns.** The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

(h) **Captions.** The paragraph Captions and Headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) **Governing Law.** By virtue of entering into this Agreement, Lessee and Guarantor agree and submit themselves to a court of competent jurisdiction in the City of Roanoke, Virginia and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia or any applicable federal laws and that all claims, disputes, and other matters shall be decided only by such court according to the laws of the Commonwealth of Virginia or any applicable federal laws.

(j) **Waiver.** Lessee agrees that the Lessor's waiver or failure to enforce or require performance of any term or condition of this Agreement or the Lessor's waiver of any particular breach of this Agreement by the Lessees extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Agreement or a waiver of any other breaches of the Agreement by the Lessees and does not bar the Lessor from requiring the Lessees to comply with all the terms and conditions of the Agreement and does not bar the Lessor from asserting any and all rights and/or remedies it has or might have against the Lessee under this Agreement or by law.

(k) **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement and understanding of the parties, and supersede all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. Lessee acknowledges that it has participated in the drafting of this Agreement. In the event of a dispute concerning any provision of this Agreement, Lessee hereby acknowledges and agrees that it will not rely on any defense that any ambiguity in the Agreement should be construed against the drafter of the Agreement and the Lessee waives that defense. Lessee agrees that Lessor shall have no responsibility, duty, or obligation to provide Lessee any services, property, or items that are not otherwise indicated in this Agreement

Section 16. Nondiscrimination.

During the performance of this Agreement, the Lessee agrees as follows:

- (a) Lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Lessee. Lessee agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (b) Lessee, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, will state that such Lessee is an equal employment opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- (d) The Lessee will include the provisions of the foregoing paragraphs a, b, and c in every contract, subcontract, or purchase orders of over \$10,000, so that the provisions will be binding upon each contractor, subcontractor, or vendor.

Section 15. Drug-Free Workplace

(a). During the performance of this Agreement, Lessee agrees to (i) provide a drug free workplace for Lessee's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Lessee that Lessee maintains a drug free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(b). For the purposes of this section, "drug free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

Section 16. Faith Based Organizations.

Pursuant to Virginia Code Section 2.2-4343.1, all parties shall be advised that the Lessor does not discriminate against faith-based organizations.

Section 17. Default

(a) Each of the following shall constitute an event of default of this Agreement: (1) Lessee fails to pay rent within ten (10) days after such rent becomes due and payable; (2) Lessee fails to observe or perform any term, condition, or covenant in this Agreement; (3) noncompliance with any of the terms or obligations of Lessee under this Agreement; or (4) Lessee or guarantor files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Lessee or guarantor and is not discharged by Lessee or guarantor within sixty (60) days after such filing.

(b) It is understood and agreed by and between the Lessor and Lessee that in the event of a breach by Lessor or Lessee of any of the covenants and agreements herein contained or in the event of a default by Lessee as set forth above, the aggrieved party may serve a written thirty (30) day notice of default, specifying such default or breach, on the defaulting or breaching party. If such default is not remedied within said (30) days, this Agreement shall automatically end and expire.

(c) If such default or breach is not remedied within the thirty (30) day period, the non-defaulting or non-breaching party, at its option, without further notice or demand to the defaulting or breaching party, may in addition to all other rights and remedies provided in this Agreement or at law

or in equity, terminate this Agreement and recover all damages to which it is entitled under the law. Furthermore, the Lessor shall be entitled to recover and immediately take possession of the Premises and recover, without limitation, all of Lessor's expenses of reletting, including without limitation, rental concessions to new tenants, repairs, alterations, and legal fees.

(d) If Lessor takes possession pursuant to this Agreement, with or without terminating this Agreement, Lessor may, at its option, enter into the Premises, remove Lessee's alterations, signs, personal property, equipment, and other evidences of tenancy, and store them at the Lessee's sole risk and expense or dispose of them as Lessor may see fit, including, but not limited to selling such items and applying any net proceeds to any amounts Lessee may owe Lessor, and take and hold possession of the Premises.

(e) Lessee's obligations under this Agreement with respect to all representations and indemnity shall survive the termination or expiration of this Agreement.

(f) Lessee agrees that it has read, reviewed, and understands the terms of this Agreement. Lessee further agrees that it has participated in the drafting of this Agreement, and that in the event any of the terms of this Agreement are determined to be ambiguous, such ambiguity will not be construed against Lessor.

IN WITNESS WHEREOF, the parties have executed this Agreement by the following Signatures as of the date stated above.

ATTEST:

LESSOR:

CITY OF ROANOKE, VIRGINIA, a Virginia municipal corporation

City Clerk

By: _____
Robert S. Cowell, Jr., City Manager

COMMONWEALTH OF VIRGINIA :
: :
CITY/COUNTY OF ROANOKE :

To-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Robert S. Cowell, Jr., the City Manager for the City of Roanoke, Virginia, for and on behalf of the City.

My Commission expires: _____

Notary Public

Registration No. _____

LESSEE:

_____(SEAL)
Jared Green

Donna Green

COMMONWEALTH OF VIRGINIA :
:
CITY/COUNTY OF ROANOKE :

To-wit:

The foregoing instrument was acknowledged before me this _____ day of _____
2021, by Jared Green.

My Commission expires: _____

Notary Public

Registration No. _____

COMMONWEALTH OF VIRGINIA :
:
CITY/COUNTY OF ROANOKE :

To-wit:

The foregoing instrument was acknowledged before me this _____ day of _____
2021, by Donna Green.

My Commission expires: _____

Notary Public

Registration No. _____

Approved as to Form:

Approved to as Execution:

Assistant City Attorney

Assistant City Attorney

Authorized by Ordinance No: _____

EXHIBIT A

EXHIBIT
A

#6610101
20.631 AC.

A
#1

LAND 3.6 ACRES

B
#2

Alpaar Rd. - 118-

Wendover Rd.

Newland Dr.

Wendover Rd.



To: Roanoke Regional Cable Television Committee
 From: Scott Ramsburg, Director of Community Media
 Date: 4/8/21
 Re: FY 2021-2022 RVTV Operating Budget

BACKGROUND INFORMATION:

Roanoke Valley Television (RVTV) is a government & educational access station, serving the City of Roanoke, Roanoke County, Town of Vinton, and their respective school systems. Since 1993, RVTV has provided media production services for the three localities, and currently cablecasts its programming on Cox Cable Channel 3 in Roanoke and on Comcast Channel 3 in west Salem.

RVTV is located at the Jefferson Center (541 Luck Ave. SW). The operational budget for RVTV is provided by the three local governments, and it is funded through the Virginia Communications Sales and Use Tax Revenue paid by telecommunications operators such as Cox Communications, as well as the EG fee paid by customers to each locality. Primary functions of RVTV are as follows:

- **Creative Media Production**

RVTV produces original media content for the municipalities we serve. In 2020, RVTV carried out 154 unique projects including 2,105 finished minutes of video (35 hours).

- **Longform Video:** Productions that are typically 11 to 30 minutes in length. This may include recurring programs (quarterly/monthly) such as Inside Roanoke, Roanoke County Today, Spotlight on City Schools, Accent Excellence, Roanoke County Business Partners, Recreation Television and Libraries Happenings. RVTV also produces standalone longform productions by request.
- **Shortform Video:** Productions that are typically 30 seconds to 10 minutes in length, suitable for use on social media and general public communications efforts.
- **Graphic & Print Design:** New in 2020, RVTV offers custom creation of digital graphics, and limited print production such as postcards, flyers and brochures.
- **File Photo/Video & Event Services:** Includes documentation of municipal events, as well as the capture of file video and photography for future use.

- **Regular Government Meetings**

In 2020, RVTV facilitated the recording, directing and live streaming of 80 government meetings including: (30) Regular Roanoke City Council, (22) Regular Roanoke County Board of Supervisors, (10) City Council Briefings, (2) City Council Special Meetings, (1) City School Board Interview Meeting, (2) County Board Special Meetings, (5) County Planning Commission Meetings.

- **Content Distribution**

Completed media content is provided to our municipal partners at no charge. It is also shared on RVTV's cable channels, streamed live 24/7 online and uploaded to our social media outlets including:

- **RVTV Website** www.RVTV.org
- **RVTV YouTube** www.youtube.com/RoanokeValleyTV
- **RVTV Facebook** www.facebook.com/RoanokeValleyTelevision
- **RVTV Instagram** www.instagram.com/roanokevalleytelevision
- **RVTV Twitter** www.twitter.com/RoanokeValleyTV

FISCAL IMPACT:

On January 1, 2007, the Virginia Communications Sales and Use Tax Act of 2006 (Va. Code 58.1-645 et seq.) required Cox Communications, as well as other cable television providers, to pay a five percent (5%) sales or use tax to the Commonwealth of Virginia in place of paying franchise fees to the localities, including the City of Roanoke, County of Roanoke, and Town of Vinton. Under the Act, the Commonwealth pays the amount of revenues it receives from cable television providers, like Cox, to the localities. Additionally, each locality passes an EG fee of \$0.20 per subscriber to be used in support of PEG programming.

The operational budget for RVTV is provided by the three local governments, and it is funded through the Virginia Communications Sales and Use Tax Revenue and EG fees communications providers. The RVTV budget amount paid by each locality is based on the percentage of Cox Customers located in each jurisdiction.

Locality	2018 Percentage	2019 Percentage	2020 Percentage
► City	52%	50%	51%
► County	44%	46%	45%
► Vinton	4%	4%	4%

FY 2021-2022 Operating Revenues

Roanoke County is the fiscal agent for Roanoke Valley Television, and RVTV Team Members are included in the County’s payroll and benefits system. Salary increases are determined by the amount approved by the Roanoke County Board of Supervisors, who have approved a 3% salary increase for staff in fiscal year 2021-2022. This finalized budget has been approved and recommended by the Cable Television Committee as of April 7, 2021.

Locality	20-21 Original	20-21 Revised (COVID)	21-22 Budget (Incl. 3% salary increase)
► City	\$240,975.00	\$223,501.00	\$240,109.13
► County	\$221,507.00	\$205,621.00	\$211,861.00
► Vinton	\$19,262.00	\$17,880.00	\$18,832.09
► From Surplus	\$0	\$21,425	\$0
► TOTAL	\$481,538.00	\$468,427.00	\$470,802.22

FY 2021-2022 Operating Expenditures – Full Budget by GL

	Expenditures	20-21 Original	20-21 Revised (COVID)	21-22 (Proposed)
101010	Regular	\$265,545.00	\$255,332.00	\$254,513.00
202100	FICA - Employer Contribution	\$20,314.00	\$19,532.00	\$19,470.00
202200	Retirement - VRS	\$32,715.00	\$36,716.00	\$36,599.00
202300	Group Health Insurance	\$55,537.00	\$49,607.00	\$43,723.00
202310	Group Dental Insurance	\$2,436.00	\$2,388.00	\$1,937.00
202400	Life Insurance - VRS	\$3,479.00	\$3,405.00	\$3,334.00
202500	Long Term Disability Insurance	\$769.00	\$738.00	\$749.00
202750	VRS Retiree Health Credit	\$797.00	\$763.00	\$764.00
202810	Cash-In FLP Option	\$0.00	\$0.00	\$3,500.00
202840	Deferred Comp Match	\$0.00	\$1,950.00	\$1,950.00
300013	Professional Services (Closed Captioning)	\$22,000.00	\$22,000.00	\$24,000.00
320001	Contracted Repairs	\$300.00	\$300.00	\$300.00
330005	Maintenance & Service - (Tele, Security, Website)	\$3,450.00	\$3,450.00	\$3,450.00
520010	Postage and Box Rental	\$150.00	\$150.00	\$0.00
520030	Telephone (land lines)	\$5,000.00	\$5,000.00	\$1,000.00
520033	Internet Lines	\$2,376.00	\$2,376.00	\$5,352.00
520035	Cell Phones and Pager Services	\$1,200.00	\$1,200.00	\$1,488.00
530005	Motor Vehicle Insurance	\$1,700.00	\$1,700.00	\$0.00

530008	General Liability Insurance	\$3,600.00	\$3,600.00	\$5,150.00
540010	Lease and Rent	\$52,320.00	\$52,320.00	\$53,623.22
550001	Travel - Mileage	\$100.00	\$100.00	\$100.00
550020	Dinner Meetings & Luncheons	\$0.00	\$0.00	\$0.00
550040	Conferences, Training & Education	\$0.00	\$0.00	\$500.00
580001	Dues & Association Memberships	\$0.00	\$0.00	\$1,000.00
580003	Professional Certifications (drone licenses)	\$0.00	\$0.00	\$150.00
601010	General Office Supplies	\$600.00	\$600.00	\$600.00
601013	Supplies & Small Equipment	\$4,000.00	\$4,000.00	\$1,000.00
608080	Gas, Oil & Grease	\$1,000.00	\$1,000.00	\$1,000.00
609091	Garage Tires and Parts Allocation	\$200.00	\$200.00	\$200.00
611030	Uniforms	\$0.00	\$0.00	\$350.00
650009	Computer Software (Less than \$5,000)	\$0.00	\$0.00	\$5,000.00
850040	Misc. Capital Costs	\$0.00	\$0.00	\$0.00
	Total Expenditures	\$481,538.00	\$468,427.00	\$470,802.22

FY 2021-2021 Operating Expenditures - Notable Changes

- **Reduced Line Items:**
 - Salary –Reduction due to difference in previous director’s salary/benefits, reflects small savings even after salary increase
 - Small Supplies & Equipment – Reduced because most purchases come from capital accounts
 - Telephone (land lines) – Three un-used lines were canceled in November
- **New or Increased Line Items:**
 - Continuing Education – Budgeted expenses for professional associations and workshops
 - Computer Software – Budgeted expenses for subscription based services such as Adobe Creative Cloud, stock photos, and new streaming services
 - Internet Lines – Increase of \$3,000 to support higher upload speeds for sharing digital content
- **Closed Captioning:**
 - In recent years, City of Roanoke paid separately for 12 “council briefings” on top of regular council/board meetings
 - Due to COVID, Roanoke County has added 12 planning committee meetings
 - Proposed budget includes regularly scheduled council/board meetings plus 12 “other”
 - Estimated 273 hours per yr @ \$87.94/hr = \$24,000
- **Insurance:**
 - Separate line items for General Liability & Motor Vehicle have been combined into one line
 - When current contract with Select Insurance / Trustpoint expires in June, RVTV will change service to VACORP to match the County’s insurer.
 - Roanoke County has absorbed worker’s comp costs for all five employees

Capital and Reserve Budgets – Projected as of June 1, 2021

The Capital Budget is appropriated by committee vote as needed, following the 10-year capital plan laid out by RVTV’s director. The Operating Reserve Account represents the unused funds from the Operating Budget since 1993. RVTV does not lose these funds at the end of the fiscal year, rather they are rolled over into the Operating Reserve Account. Bylaws recommend a target balance of the operating reserve of 20% of the operating budget. The target balance based on proposed budget is \$95,000

C817-9602 (Salem Cable TV Grant).....	\$34,416.78
C817-9603 (Cox Cable Capital Equipment Grant).....	\$745,298.18
C817-9604 (Operating Reserve).....	\$97,295.73

APPENDIX

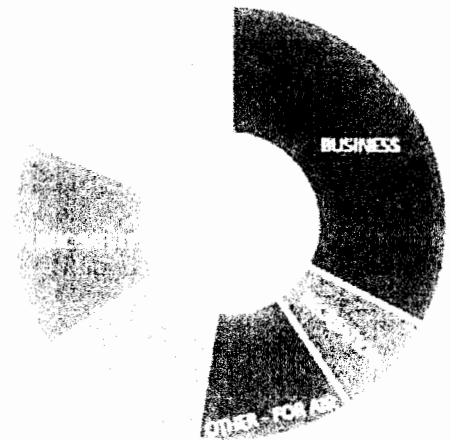
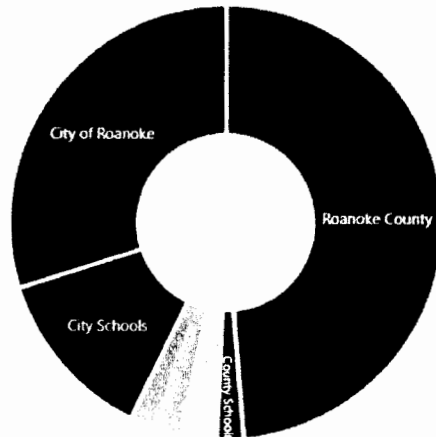
Summary of Completed Projects - Calendar Year 2020:

Municipality	Project Type								Total
	Video Longform	Video Shortform	Video PSA	Event	Realt. Shots	Message Board	Print Layout		
Roanoke County	11	1	1	1	2	1		17	
County Schools	2	1						3	
City of Roanoke	17	12	1	1	1	4		46	
City Schools	8	1			1			10	
Other	1	1		1	1			4	
Total	40	75	9	5	12	11	1	154	

Total Run Time:
(Finished minutes of video, excluding event coverage and print)

2,105 Minutes (35 hours)

Value:
 Estimated at \$800 per finished minute, production value is \$1,684,000. That doesn't include the added value of live board/council meeting directing.





l.a.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: May 3, 2021
Subject: Proposed FY-22 Budget for the Roanoke Valley Regional Cable Television

I would like to sponsor Scott Ramsburg, Cable Access Director of the Roanoke Valley Regional Cable Television, to present the organization's proposed Fiscal Year 2022 budget and related expenditures and revenues.

Robert S. Cowell, Jr.
City Manager

Distribution: Council Appointed Officers

JK

l.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION approving the recommendation of the Roanoke Valley Regional Cable Television Committee to approve the annual operating budget for Fiscal Year 2021-2022 for the operation of the regional government and educational access station, Roanoke Valley Television (RVTV, Channel 3), and for the City to provide partial funding.

WHEREAS, the Roanoke Valley Regional Cable Television Committee (Committee) has reviewed and approved the annual operating budget for Fiscal Year 2021-2022 for the operation of RVTV and has requested that the City of Roanoke approve that operating budget;

WHEREAS, the Committee is comprised of representatives from the City of Roanoke, Roanoke County, and the Town of Vinton and these jurisdictions have agreed to provide funding for the purposes for which the Committee was created, including the support of the operation of a regional government and educational access station, RVTV;

WHEREAS, such jurisdictions have agreed to provide funding as stated in the agreement creating the Committee and the Committee has recommended that the City of Roanoke provide partial funding to RVTV in the amount of \$240,109; and

WHEREAS, Council desires to approve the recommendation of the Committee and provide partial funding as requested by the Committee.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The annual budget of \$470,802 for Fiscal Year 2021-2022 for the operation of the regional government and regional educational access station, RVTV, as set forth in a letter to this Council dated April 8, 2021, is hereby approved.

2. The amount of \$240,109 will be provided by the City of Roanoke as its prorata share for the annual operational budget for RVTV for the Fiscal Year 2021-2022 as requested in the letter to this Council dated April 13, 2021.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: May 3, 2021
Subject: Acceptance of a National Endowment for the Arts (NEA) Grants for Arts Projects (GAP) Award

Background:

Following the successful Arches project in the summer of 2020, the Roanoke Arts Commission has worked with leadership of the Southeast Neighborhood Forum and Parks and Recreation to apply for another grant from the National Endowment for the Arts (NEA). The project will create artist-led and community-driven projects at a minimum of two Roanoke River Greenway “gateway” locations for the Southeast neighborhood.

Considerations:

The funding recommendation by staff for the project totals \$20,000. The NEA grant will support the project in the amount of \$10,000. The grant requires a one to one match.

The funds for this project will be used to hire an artist to address community-determined goals at the 9th and 13th street bridges as they pass over the greenway. An initial goal is to address recurrent graffiti at the sites, similar to the Arches project. The project may include physical, educational, and performance interventions.

The expense breakdown is as follows:

Artist fees and materials:	\$18,000
Project supplies, outreach, and documentation:	<u>\$2,000</u>
	\$20,000

Recommended Action:

Accept the NEA Challenge America Grant #1884676-62 in the amount of \$10,000.

Authorize the City Manager to execute any forms required by the NEA in order to accept these funds, such as documents to be approved by the City Attorney.

Authorize the City Manager to provide any additional information, execute such other documents, and to take any necessary actions to obtain, accept, receive, implement, use, and administer the above Grant.

Adopt the accompanying budget ordinance to establish revenue estimates for \$10,000 in Federal grant funds and \$10,000 from the Percent for Art account # 08-310-9274 and appropriate funding totaling \$20,000 in accounts to be established in the Grant Fund by the Director of Finance. The component of this grant to be funded using existing staff, office space and similar items will remain in the departmental account in which it currently resides.



Robert Cowell
City Manager

Distribution: Council Appointed Officers
Amelia C. Merchant, Director of Finance
Douglas Jackson, Arts and Culture Coordinator

JK

7.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting a National Endowment for the Arts (“NEA”) Challenge America Grant, which Grant requires matching funds from the City; approving and confirming the application process for such NEA Grant; authorizing the City Manager to sign any documents required by the NEA to accept such Grant; and authorizing the City Manager to provide additional information, to take any necessary actions and to execute any additional documents needed to obtain, accept, receive, implement, administer, and use such funds.

WHEREAS, the City, with support from the Roanoke Arts Commission applied for several grants to extend the reach of the City’s Public Art Program, and subsequently received a Challenge America Grant from the NEA in the amount of \$10,000; and

WHEREAS, such NEA Grant requires a one to one match from the City, and the City has arranged for such matching funds, all as further set forth in the City Council Agenda Report dated May 3, 2021.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City hereby accepts the NEA Challenge America Grant in the amount of \$10,000, with the City providing an additional \$10,000 in local matching funds, all as more fully set forth in the City Council Agenda Report dated May 3, 2021.
2. City Council hereby approves and confirms the application process for the NEA Grant as set forth in the above Agenda Report and authorizes the City Manager to sign any documents required by the NEA to accept such Grant.

3. The City Manager is further authorized to provide additional information, to take any necessary actions, and to execute any additional documents needed to obtain, accept, receive, implement, administer, and use any of the NEA Grant and matching funds.
4. All such documents are to be approved as to form by the City Attorney.

ATTEST:

City Clerk.

MT

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Federal Government National Endowment for the Arts Grant, amending and reordaining certain sections of the 2021-2022 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2021-2022 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Fees for Professional Services	35-310-8338-2010	\$ 18,000
Project Supplies	35-310-8338-3005	2,000
Revenues		
NEA Grants for Arts Project Grant FY22 - Federal	35-310-8338-8338	10,000
NEA Grants for Arts Project Grant FY22 - Local	35-310-8338-8339	10,000

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: May 3, 2021

Subject: Consideration and Approval of 2021-2022 HUD Annual Plan

Background:

The City of Roanoke receives entitlement funds annually from the US Department of Housing and Urban Development under the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) programs. The City receives approximately \$2.6 million in new federal funds each year. These funds are leveraged with monies and in-kind support from agencies that provide services to low and moderate income individuals and families in the City. The City then develops programs to provide services such as affordable housing, public services, neighborhood revitalization, economic development and homeless services. Each program also allows the City to recover administrative costs to oversee these funds.

The City is required to submit a five-year Consolidated Plan with a related Annual Plan to HUD for approval. The Consolidated Plan, adopted and approved in 2020, covers the years 2020-2024 and describes the City and its overall priorities and objectives for the anticipated funds for the next five years. Each year, the City is required to develop an Annual Plan to describe the specific activities to be undertaken for the program year, which coincides with the City's fiscal year.

In compliance with the City's Citizen Participation Plan and HUD requirements, a public meeting was held November 19, 2020 to receive citizen input on development of the plan. City Council held a public hearing on the plan on April 19, 2021, which served as a second public meeting to receive input on the draft plan. A 30-day public comment period was advertised on March 19, 2021.

Considerations:

The proposed Annual Plan represents the efforts to be made in directing a majority of HUD funds into the Belmont/Fallon Target Area (BFTA). This will be the first year that HUD funds are fully devoted to BFTA. The Annual Plan provides for \$1,628,750 in CDBG and HOME funds to be used for projects and programs in BFTA for FY21-22.

The Annual Plan has been properly advertised publicly for a required 30 day public comment period beginning March 19, 2021 and concluding April 19, 2021. During this period, City Council held a public hearing on April 19, 2021 on the HUD Annual Plan. Several formal comments were received during the public comment period, all supportive of the proposed funding. The proposed HUD Annual Plan is summarized below:

Revenues

CDBG Entitlements	\$1,835,201
CDBG Carryover	144,000
HOME Entitlements	675,808
HOME Carryover	0
ESG Entitlements	153,124
ESG Carryover	<u>20,551</u>
Total HUD Funds	\$2,828,684

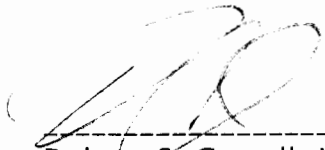
Expenditures

Housing Development	\$1,826,250
Neighborhood Development	217,350
Public Services	203,750
Homeless Services	162,635
Economic Development	0
Planning & Administration	<u>418,699</u>
Total HUD Funds	\$2,828,684

A copy of a summary of the proposed plan is attached to this report for City Council's information.

Recommended Actions:

Approve the 2021-2022 HUD Annual Plan and authorize the City Manager, or City Manager's designee, to execute and submit this document to HUD for final review and approval, and to execute and necessary additional documents pertaining thereto, all such documents to be approved to form by the City Attorney.



Robert S. Cowell, Jr.
City Manager

Attachments: 2021-2022 HUD Annual Plan Summary

Distribution: Council Appointed Officers
W. Brent Robertson, Assistant City Manager for Community Development
Sherman M. Stovall, Deputy City Manager
Amelia C. Merchant, Director of Finance
Chris Chittum, Director of Planning, Building and Development
Keith Holland, Community Resources Program Administrator

**CITY OF ROANOKE
HUD ENTITLEMENT GRANTS
FY 2021-2022 ANNUAL PLAN EXECUTIVE SUMMARY**

Overview

The City of Roanoke anticipates receiving approximately \$2.6 million in new entitlement funds annually from the U.S. Department of Housing and Urban Development (HUD) in three grants: Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG). Roanoke is an entitlement community under these HUD programs. This means that HUD funds are allocated to the City every year using a formula based on population, income levels, and other factors. The amount that the City receives then depends on how much Congress appropriates for the entire nation.

CDBG

CDBG funds have been allocated to the City since 1975 and can be used for activities ranging from housing to economic development and from job training to infrastructure projects. For the 2021-2022 program year, the City is scheduled to receive \$1,835,201 in new CDBG entitlement funds. CDBG funds are primarily intended to benefit low- and moderate-income persons and areas, though a limited amount can also be used for reducing blight in economically distressed areas. The amount of funds that can be used for administration, planning, and human services is also limited by regulation and City Council policy; however, the 2021-2022 Annual Plan has administrative cost at 18.6% of total entitlement, below the 20% threshold allowed by HUD. Public Services are generally capped at 15% of entitlement funds, with Council policy limiting that to 95% of the maximum. Public Services are recommended at 77.9% of maximum allowed. Non-public service capacity is reflected in the funding in other categories, mostly Housing Development.

HOME

The HOME program is exclusively for housing to benefit those of low or moderate income, including rehabilitation, new construction, homeownership assistance, and improvements to rental housing. The City has been receiving HOME funds since 1992. For the 2021-2022 program year, the City is scheduled to receive \$675,808 in new HOME funds. HOME funds require a 12.5% match, which is met with volunteer labor from Habitat for Humanity projects funded with HOME dollars. At least 15% of each annual HOME grant must be invested in qualifying projects conducted by Community Housing Development Organizations ("CHDOs"). Currently, Habitat for Humanity is the only CHDO serving the city. Administrative expenses for HOME are set at \$66,240, below the 10% maximum allowed.

ESG

The emphasis for use of Emergency Solutions Grant funds has shifted from providing for activities that assist homeless individuals and families to early intervention and prevention of homelessness. HUD has issued new rules for the distribution of these funds by entitlement communities, which are being assessed by city staff, the Roanoke Continuum of Care, the Roanoke Valley Council of Community Services and Blue Ridge Interagency Council on Homelessness. Total entitlement funding in FY 2020-2021 is scheduled to be \$153,124.

Available Funding (Based on estimates)

<u>Category</u>	<u>Description</u>	<u>Available Funding</u>
CDBG	2021-2022 Entitlement Grant	\$1,835,201
	Carry-Over and Program Income	<u>\$144,000</u>
	<i>Subtotal – CDBG Funds Available</i>	<i>\$1,979,201</i>
HOME	2021-2022 Entitlement Grant	\$675,808
	Carry-Over and Program Income	<u>\$ 0</u>
	<i>Subtotal – HOME Funds Available</i>	<i>\$675,808</i>
ESG:	2021-2022 ESG Entitlement Grant	\$153,124
	Carry-Over and Program Income	<u>\$ 20,551</u>
	<i>Subtotal – ESG Funds Available</i>	<i>\$173,675</i>
Total 2021-2022 CDBG, HOME and ESG Funds Available		\$2,828,684

Allocation of Resources:

The City's 2021-2022 Annual Plan outlines the use of over \$2.8 million in CDBG, HOME and ESG, including carry-over. These funds will support an array of housing, homeless prevention, public services, neighborhood and community development programs, and planning and administrative costs associated with these activities.

- Economic Development – \$0 in CDBG funding is proposed for projects in the economic development category for FY 21-22.
- Homeless Services -- \$162,635 for homeless prevention and rapid re-housing through ESG funds for programs benefiting the homeless or those at-risk of becoming homeless.
- Housing Development -- \$1,826,250 in CDBG and HOME funds for new construction and housing rehabilitation for homeownership and the rehabilitation of owner-occupied homes.
- Public Services -- \$203,750 in CDBG and funds for services such as social services, academic enrichment, other youth and family programs to benefit low to moderate income families, physical/mental health services, substance abuse, and food services.
- Neighborhood Development – \$217,350 which includes grants to neighborhood organizations for small community improvement projects not otherwise categorized, \$51,000 for infrastructure in Belmont/Fallon Target Area, \$163,850 to fund a portion of City code inspectors to serve conservation and rehabilitation low-mod neighborhoods.
- Planning and Administration -- \$418,699 for staffing and operating costs incurred by the City to administer the CDBG, HOME and ESG funds.

Distribution of Housing Funds:

For 2021-2022, the City estimates its CDBG and HOME housing funds will be allocated as follows:

- \$689,250 for activities encouraging and facilitating the repair, maintenance, improvement or re-use of existing owner-occupied or rental housing.
- \$1,137,000, for activities encouraging and facilitating new homeownership.

Project Locations:

The city will be focusing revitalization efforts this year in the approved Belmont/Fallon Target Area (BFTA). This will be the first full year on solely BFTA, as we have transitioned out of the Melrose-Orange Target Area that we have concentrated our funds since 2015. The Belmont/Fallon Target area encompasses an area running from I-581 on the east to 19th Street to the west, and from Tazewell Avenue from the north to Highland Avenue to the south. A total of \$1,628,750 is earmarked for BFTA, or 67.5% of non-administrative funds in keeping with City Council policy of a minimum of 51% for target area activities. Other housing and public service activities will be intended for use citywide.

Lead Agencies:

The HUD Community Resources Division of the City's Department of Planning, Building and Development is the lead organization for developing and administering the Consolidated Plan and the Annual Updates. Numerous City offices and departments and other public, nonprofit and community organizations oversee activities funded in whole or in part with CDBG, HOME and ESG funds. The specific projects, agencies, and funding recommended for the 2021-2022 period are given in the following section.

2021-2022 Projects Submitted, Agencies and Recommended Funding:

ECONOMIC DEVELOPMENT

- No applications qualifying as Economic Development were submitted (Recommended: \$0 CDBG)

HOMELESS SERVICES

- Case Management (Family Promise of Greater Roanoke) Funds will provide for staff to provide extensive case management of individuals utilizing the homeless shelter operated by Family Promise. The position will perform initial intake, work with each family to develop life-management plans, make referrals to mental health services and physical health services, arrange child care for families, arrange transportation and oversee the day center. (Recommended: \$30,953 ESG)
- Emergency Sheltering & Homelessness Prevention (ARCH) Funds will provide for emergency shelter assistance for operating expenses (i.e. utilities and insurance) to support direct services. ARCH will also utilize homeless prevention assistance to fund its full-time housing stability coordinator who manages services for Trust House residents who transition to permanent housing. (Recommended: \$46,273 ESG)
- Homeless Prevention and Rapid Rehousing (Council of Community Services) Funds will provide for rapid rehousing and one-time rental assistance, coordinate homelessness prevention services to households most at-risk of homelessness to increase housing stability, and track data using Homeless Management Information System. (Recommended \$85,409 ESG).

HOUSING DEVELOPMENT

- Belmont Preservation Project 920 Stewart Ave SE (Restoration Housing) Restoration Housing (RH) will utilize HOME funding, historic tax credits and leveraged funding to acquire and restore 920 Stewart Avenue SE, a blighted and abandoned single-family dwelling in the Belmont-Fallon Target Area (BFTA) for conversion to single family rental for eligible LMI family (Recommended \$150,000 HOME)
- BFTA Residential Façade Improvements (Renovation Alliance) The Belmont-Fallon Target Area Façade Grant Program will provide opportunities for property owners in the Belmont-Fallon Target Area to access matching funding for façade improvements. This program is intended to help address slum/blight remediation in the Belmont-Fallon Target Area. (Recommended \$40,000 CDBG)
- Down Payment Assistance (City of Roanoke) Funds to provide 5-year forgivable, 0% interest loans of up to \$8,000 for down payment and closing costs to assist low/mod-income families to buy homes in the City. The program will be administered by the HUD Community Resources office staff and restricted to homes acquired in the Belmont/Fallon Target Area. (Recommended: \$15,000 HOME)

- Emergency Home Repair Program (Total Action For Progress) TAP's FY 21–22 Limited/Emergency Home Repair program, run by the agency's Energy Conservation and Housing Rehab (ECHR) component, will provide repairs to owner-occupied homes that are considered an immediate threat to the health and/or safety of the occupants. With CDBG funding, TAP will provide repairs to 6 eligible homes throughout the City of Roanoke, not to exceed \$15,000 per home. Repairs to homes will address physical defects contributing to an unsafe condition for occupants, as deemed necessary by the qualified rehabilitation specialist. (Recommended: \$62,500 CDBG.)
- Empowering Individuals with Disabilities (Blue Ridge Independent Living Center) BRILC's program will assist low income City of Roanoke homeowners with disabilities to remain independent within their own homes and the community by completing home modifications such as handrails, ramps, modifications of sidewalks, steps and doorways, bathroom modifications, and the installation of grab bars, etc. (Recommended: \$55,000 CDBG.)
- BFTA New Homeownership – New Construction/Rehabilitation (Habitat for Humanity) HFHRV is proposing the development and sale of sustainable and affordable single-family housing through the rehabilitation of four existing properties and the construction of four new homes to benefit eligible low-moderate income homebuyers in and around the City's Belmont/Fallon Target Area. All housing shall be developed in a manner consistent with the applicable neighborhood plans, local/federal historic requirements and any design overlay which may apply to each development site under consideration. (Recommended: \$492,432 CDBG and \$444,568 HOME)
- BFTA Owner-Occupied Limited Rehab (Renovation Alliance) The funding requested for this application will be used to complete a minimum of 10 owner-occupied rehabilitations with less than \$15,000 per unit maximum for households in the Belmont-Fallon and Melrose-Orange Target Areas whose household incomes are at or below 80% Area Median Income. Basic rehabilitation services utilizing volunteer labor to address "safe, warm and dry" homeowner needs for low-income persons. (Recommended \$96,500 CDBG.)
- BFTA Owner-Occupied Major Rehab (Total Action for Progress) Major rehabilitation to 3 owner-occupied housing units in Melrose-Orange Target Area. Major rehabilitation is targeted for rehabilitation in excess of \$15,000 to address health, safety and welfare needs of residents. (Recommended: \$194,250 CDBG.)
- Summer Youth Rehabilitation (Renovation Alliance) This program entails limited rehabilitation and repairs to about 15 homes citywide primarily utilizing over 400 youth volunteers from faith-based programs for low income, elderly, and disabled homeowners. Renovation Alliance reviews and selects homes to be included in the program, determine eligibility, work scopes, any environmental testing and historic reviews, and required permits. (Recommended: \$91,000 CDBG).
- 427 Gilmer Avenue Stabilization (REACH) This is a phased approach to stabilize and restore a blighted property in the Historic Gainsboro neighborhood. Funds are proposed to replace the roof, stabilize the foundation and make exterior repairs and improvements during the FY 21-22 period, then complete the restoration in FY 22-23. Upon completion the house will be sold to a qualifying LMI household for a single-family residence. (Recommended: \$60,000 CDBG)
- 1602 Dale Avenue Restoration (REACH) This program will revitalize a prominent, blighted property in the Belmont/Fallon Target Area and allow a low-to-moderate income family to take ownership. This program will undertake the work necessary to restore the property through volunteer and contracted labor. Once completed, REACH will find a qualified household to secure financing to purchase the house. (Recommended: \$125,000 CDBG)

PUBLIC SERVICES

- 2021 Apple Ridge Summer Camp (Apple Ridge Farm, Inc.) Apple Ridge seeks funding scholarships for 60 low-income youth to attend Apple Ridge Farms Academic Summer Camp, The project will be the embellishment of the self-esteem, team building, and social emotional learning programs at Apple Ridge's summer camp. They propose to increase the amount of time that the children will be exposed to team building (low and high ropes) programs and mindfulness programs.. (Recommended: \$0 CDBG.)
- Court Appointed Special Advocates (Children's Trust) This program is intended to offer support to children in foster care as well as children who are at-risk of foster care placement. CASA offers an objective advocate for abused and neglected

children. Volunteers are utilized to work with children whose cases have been assigned to a judge due to unhealthy or unsafe home environments. (Recommended \$30,500 CDBG)

- Family Advocates Program (Children's Trust) Funding to provide support services to the non-offending caregivers in cases of alleged child abuse, resulting in the greater protection and support for the alleged child victim. (Recommended \$29,750 CDBG.)
- BFTA Police Bike Patrols (City of Roanoke Police Department) The Roanoke Police Department will utilize CDBG funds to conduct bike patrols and plainclothes operations in the Belmont/Fallon Target Area. Special enforcement will focus on quality of life and safety of the community to reduce crime and discourage illegal activities such as drunk in public, disorderly conduct, trespassing, larceny and alcohol & narcotics violations. This enforcement will be above and beyond current enforcement operations in BFTA. (Recommended: \$20,000 CDBG)
- Case Management and PALS (Brain Injury Services of SW Virginia) BISSWVA proposes to offer free case management services to individuals that have survived a brain injury. Case managers would add a component called Providing a Link for Survivors (PALS) which would match brain injury survivors to other adults to form a supportive and trusting relationship to help the consumer of achieving their goals and reintegrating back into the community. (Recommended: \$0 CDBG)
- Reduction in Homeless Overdoses (Virginia Harm Reduction Coalition) VHRC expects to expand its outreach services in order to keep up with the increasing mortality rate of homeless caught up in the opioid crisis by hiring an additional FTE to focus on neighborhoods hardest hit by overdoses. Studies show the majority of these deaths occur in the 24013 zip code, which includes most of BFTA. The area accounts for 36% of the nearly 1,200 individuals served by VHRC, and it is hoped that by expanding its street outreach to location specific, on the ground outreach will help reduce preventable overdose deaths. (Recommended: \$48,500 CDBG)
- Housing Stabilization for Families in Need (Council of Community Services). CSC proposes to continue operations of the homeless intervention services to serve 30 eligible families in danger of losing rental housing. The project provides short-term rental and utility assistance to families facing imminent homelessness by utilizing a prioritization policy that maximizes resources. Households are screened to determine eligibility and classify in one of three levels of risk at becoming homeless. Case workers assists families with household budgeting and referral to other community resources. (Recommended \$75,000 CDBG)

NEIGHBORHOOD DEVELOPMENT

- Code Enforcement (City of Roanoke Dept. of Planning, Bldg and Dev.) Funds a portion of 3 inspectors in low-to-moderate income inspection districts for City enforcement of the building maintenance and other codes to address slum and blighting conditions. (Recommended: \$163,850 CDBG.)
- Infrastructure (City of Roanoke Public Works/Transportation) Installation of handicapped accessible ramps and repair/replacement of dilapidated sidewalks in the Belmont/Fallon Target Area. Funds to be matched by City General Funds (Recommended \$51,000 CDBG)
- Neighborhood Development Grant Program (City Manager's Office/Neighborhood Services) Provides for grants to neighborhood organizations in predominantly low-mod-income neighborhoods for eligible projects such as housing, crime prevention, public facilities and infrastructure projects. Activities related to training and capacity development of eligible neighborhood associations will be paid from HUD planning and administrative accounts. Only one eligible neighborhood (Old Southwest) submitted an application for NDG funding by CDBG for FY 21-22. (Recommended: \$2,500 CDBG).

ADMINISTRATION/PLANNING

- HUD Administrative Funds (Dept. of Planning, Bldg and Dev.) Staffing and other operating costs associated with the general administration of the City's CDBG, HOME and ESG programs. Limits for each program are 20% for CDBG, 10% for HOME and 7.5% for ESG. (Recommended: \$341,419 CDBG; \$66,240 HOME; \$11,040 ESG.)

2021-2022 HUD Funding Recommendations

Funding by Category:	Economic Development	\$0
	Homeless Services	\$162,635
	Housing Development	\$1,826,250
	Public Services	\$203,750
	Neighborhood Development	\$220,627
	Planning and Administrative Costs	<u>\$415,422</u>
	Total	\$2,828,684

Breakout – 2021-2022 Funding for Belmont/Fallon Target Areas Revitalization Initiative: **\$1,628,750**

Agency	Project Name	Current	Requested	Recommended
Apple Ridge Farms	Growing Esteem and Team	\$0	\$50,000	\$0
ARCH Roanoke	Shelter Operations and Rapid Rehousing	\$40,200	\$44,100	\$46,273
Blue Ridge Independent Living Center	Empowering Individuals with Disabilities	\$50,000	\$135,000	\$55,000
Blue Ridge Mountain Council	Scout Outreach and New Building	\$0	\$25,000	\$0
Brain Injury Services of SW Virginia	Case Management and PALS	\$0	\$69,877	\$0
Children's Trust	Court Appointed Special Advocates	\$22,875	\$30,500	\$30,500
Children's Trust	Family Advocacy Services	\$34,750	\$29,750	\$29,750
City of Roanoke	Code Enforcement	\$160,553	\$163,850	\$163,850
City of Roanoke	Down Payment Assistance	\$0	\$20,000	\$15,000
City of Roanoke	HUD Administration	\$376,194	\$446,105	\$418,699
City of Roanoke	BFTA Infrastructure	50,000	\$51,000	\$51,000
City of Roanoke	Neighborhood Development Grants	\$31,225	\$4,666	\$2,500
City of Roanoke	BFTA Crime Awareness	\$0	\$25,000	\$20,000
Council of Community Services	Homeless Services and Prevention	\$77,676	\$81,400	\$85,409
Council of Community Services	Housing Stabilization for Families in Need	\$0	\$75,000	\$75,000
Family Promise	Case Management	\$29,500	\$29,500	\$30,953
Habitat for Humanity in the Roanoke Valley	New Homeownership	\$763,961	\$1,068,000	\$937,000
REACH	1602 Dale Ave Restoration	\$0	\$125,000	\$125,000
REACH	427 Gilmer Ave Restoration Phase I	\$0	\$110,000	\$60,000
Renovation Alliance	BFTA Limited Housing Rehabilitation	\$82,000	\$110,000	\$96,500
Renovation Alliance	Summer Youth Housing Rehabilitation	\$60,000	\$105,000	\$91,000
Renovation Alliance	BFTA Residential Façade Improvement	\$40,000	\$40,000	\$40,000
Restoration Housing	Belmont Preservation Project	\$150,000	\$150,000	\$150,000
Total Action Against Poverty	Emergency Home Repair	\$105,000	\$98,349	\$62,500
Total Action Against Poverty	BFTA Major Housing Rehabilitation	\$65,000	\$278,545	\$194,250
Virginia Harm Reduction Coalition	Roanoke Opioid Reduction Task Force	\$0	\$64,448	\$48,500

DPC

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION approving the 2021-2022 Annual Update (“Annual Update”) to the 2020-2024 Five Year Consolidated Plan and authorizing the City Manager, or the City Manager’s designee, to submit the approved Annual Update to the United States Department of Housing and Urban Development (“HUD”) for final review and approval, and authorizing the execution of all necessary documents pertaining to such Annual Update.

WHEREAS, in order to receive Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant funding, HUD requires that entitlement localities such as the City of Roanoke submit a Five Year Consolidated Plan and Annual Updates;

WHEREAS, opportunities for community input regarding the Annual Update were provided at a public meeting held November 19, 2020, and at a City Council public hearing on April 19, 2021, by a 30-day public review and comment period beginning March 19, 2021, and ending April 19, 2021, by dissemination of information to the Roanoke Redevelopment and Housing Authority main offices, the main City Library, the City Clerk’s office and HUD Community Resources Division for public inspection, by letters to a mailing list of interested individuals and organizations, and by publishing information in local print media and on the City’s website; and

WHEREAS, the Annual Update must be approved by this Council and received by HUD on or about May 3, 2021, to ensure timely receipt of new entitlement funds.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that the Annual Update is hereby approved; and

1. The City Manager, or the City Manager's designee, is hereby authorized, for and on behalf of the City, to submit the approved 2021-2022 Annual Update to HUD to the 2020-2024 Five Year Consolidated Plan for final review and approval, and to execute all necessary documents pertaining to such Annual Update, such documents to be approved as to form by the City Attorney.

2. The City Manager is authorized to execute such subgrant agreements and amendments as may be required pursuant to the Annual Update, and as may otherwise exceed the City Manager's authority under Section 2-124 of the Code of the City of Roanoke, as amended, such subgrant agreements or amendments to be within the limits of funds provided for in the Annual Update and to be approved as to form and as to execution by the City Attorney, all as more particularly set forth in the City Council Agenda Report dated May 3, 2021, to this Council.

ATTEST:

City Clerk.