



**City Of Richmond, Virginia
Office of the City Clerk**

Request to Withdraw Legislation

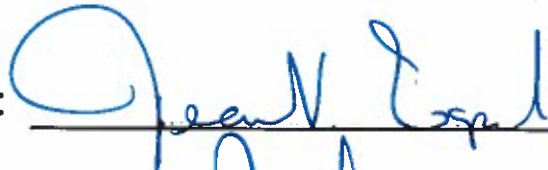
Paper Number: Ord. No. 2017-068

Chief Patron: Mayor Levar Stoney

Introduction Date: March 13, 2017

Chief Patron Signature: 

For Office Use Only

Attestation: 

Effective Date: April 25, 2017

INTRODUCED: March 13, 2017

AN ORDINANCE No. 2017-068

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Contract between the City of Richmond, Virginia, and the Better Housing Coalition to make a grant of \$250,000 to the Better Housing Coalition for the purpose of supporting feasibility analysis and predevelopment activities for the development and redevelopment of the Eastview neighborhood in the city of Richmond.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAR 27 2017 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Grant Contract between the City of Richmond, Virginia, and the Better Housing Coalition for the purpose of making a grant to the Better Housing Coalition to support the conduct of feasibility analysis and predevelopment activities for the development and redevelopment of the Eastview neighborhood in the city of Richmond. The Grant Contract shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

§ 2. This ordinance shall be in force and effect upon adoption.



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

Received

JAN 27 2017

Office of the
Chief Administrative Officer

4-5837

O&R REQUEST

DATE: January 27, 2017

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Lenora G. Reid, Deputy Chief Administrative Officer Finance and Administration

THROUGH: Peter L. Downey, Deputy Chief Administrative Officer Economic Development

THROUGH: Jay Brown, Director, Department of Budget & Strategic Planning

FROM: Douglas Dunlap, Interim Director, Department of Economic and Community Development

RE: To authorize the Chief Administrative Officer to enter into a grant contract on behalf of the City of Richmond with the Better Housing Coalition for the purpose of funding the planning and predevelopment activities for the Eastview Neighborhood.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer to enter into a grant contract in the amount of \$250,000 on behalf of the City of Richmond with the Better Housing Coalition for the purpose of facilitating the development and redevelopment of the Eastview Neighborhood.

REASON: To address Eastview's residential blight and decay caused by years of disinvestment and its proximity to several blighting forces associated with former public uses such as the Mecklenburg Street Juvenile Detention Center and two former landfills within the neighborhood.

RECOMMENDATION: Approval is requested by the Administration.

BACKGROUND: The Eastview Neighborhood was originally developed in the early 1950s on a large tract of open land that had previously been used for farming. Its development made it the second subdivision developed solely for the African-American market in the City's history. The

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OFFICE OF CITY ATTORNEY

early homeowners were faced with major challenges due to decisions made by the City administration of that day. In a span of ten years following the development of the first homes a public landfill was opened that operated for over 20 years before it was eventually capped and then developed in 1972 into a townhome community known as Chelsea Village. During this period the old City Jail was erected in 1963 at the foot of the hill just below Eastview. In later years a juvenile detention center was erected on the edge of the community at the intersection of Mecklenberg and Whitcomb Streets at the northwest edge of the community. Whitcomb elementary was vacant for over 10 years before recently being demolished and also caused a blighting force and a safety risk to neighborhood residents.

Over the past 35 years the neighborhood experienced a gradual decline, because many of the original homeowners moved from the neighborhood replaced by renters with lower incomes. There has also been a negative impact caused by the sheer density of over 400 units of public housing on the north and southwest edges of the community. The Eastview neighborhood has many assets including its proximity to Shockoe Valley and its views of the downtown skyline for which the name was derived. In an effort to build on these assets and take advantage of acres of undeveloped or underutilized land, Richmond plans to partner with the Better Housing Coalition to assess the feasibility of redeveloping the properties and begin to develop a vision that guides the revitalization of this community.

The City will partner with the Better Housing Coalition to lead a comprehensive community engagement process that will produce a vision for the Eastview Neighborhood that capitalizes on its pivotal location and the revitalization efforts that are underway in neighboring Church Hill and Union Hill.

FISCAL IMPACT / COST: \$250,000 in CIP funding to support the development and redevelopment of the Eastview neighborhood, including a feasibility analysis and predevelopment activities.

FISCAL IMPLICATIONS: The adoption of this paper will allow the City of Richmond to provide a grant of \$250,000 to the Better Housing Coalition to support development feasibility analysis and predevelopment activities for the development and redevelopment of the Eastview community.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: Increased property tax revenue once redevelopment is complete.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: February 13, 2017

CITY COUNCIL PUBLIC HEARING DATE: February 27, 2017

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development Standing Committee

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:

AFFECTED AGENCIES: Finance, Budget and Strategic Planning and Economic and Community Development

RELATIONSHIP TO EXISTING ORD. OR RES.:

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Grant Contract between the City of Richmond and the Better Housing Coalition

STAFF: Douglas Dunlap, Director ECD 646-6822.
Denise Lawus, Deputy Director ECD 646-3975.

GRANT CONTRACT

THIS GRANT CONTRACT (this "Contract") is made and entered into as of _____, 2016, by and between the **CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "City") and **BETTER HOUSING COALITION**, a Virginia non-stock corporation ("Recipient").

RECITALS

- A. The City and the Recipient desire to undertake development and redevelopment in the Eastview neighborhood in the city of Richmond, Virginia ("Project"). The project will begin with a thorough analysis of existing conditions to determine assets and obstacles to development in an area on several underutilized sites along Whitcomb Street, Mecklenberg Street, Sussex Street and Bowling Green Road. The final development is anticipated to include construction of a new residential community comprised of multifamily and single family units as well as community and green spaces, a conceptual plan of which is attached as Exhibit A.
- B. In order to facilitate the Project, the City desires to provide a grant to the Recipient in the amount of \$250,000.00 (the "Grant Funds");
- C. The Recipient desires to accept the Grant Funds in accordance with the terms and conditions of this Contract.
- D. The City is authorized by Section 15.2-953 of the Code of Virginia, 1950, as amended, and by City Charter Section 2.02(g) to provide the Grant Funds to the Recipient.

NOW, THEREFORE, in consideration of the Recitals set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1.0 Use of Grant Funds.

1.1 Source of Funds. The Recipient acknowledges that the Grant Funds are financed by the issuance of general obligation bonds of the City of Richmond and warrants that it will not use the Grant Funds for any purpose not authorized by the Virginia Public Finance Act, the Internal Revenue Code, and any other applicable laws, with regard to such bonds. The Recipient agrees to indemnify and hold the City harmless for any damages resulting from a violation of this Section 1.1.

1.2 Authorized Activities. Subject to section 1.1 above, the Recipient shall use the Grant Funds solely for those costs authorized by Section 15.2-2602 of the Code of Virginia, 1950, to include the cost of plans and specifications, surveys and estimates of cost, and expenses incident to determining the feasibility or practicability of the Project (the "Work").

2.0 Funding Commitments.

2.1 Appropriation of Funds. Notwithstanding any provision of this Contract to the contrary, the City's obligation is subject to appropriation by the City Council of the City and the availability of funds. Under no circumstances shall the City's total liability under this Contract exceed the total amount of the funds appropriated by the City Council for the City's performance of this Contract.

2.2 Payment of Grant. The City shall pay over to the Recipient the Grant Funds, without any rights of set-off, recoupment or counterclaim, in accordance with the provisions of this section. The City shall pay the Grant Funds, \$250,000.00 as soon as is practicable after full execution of this Contract.

3.0 Project Fund.

3.1 Establishment. Consistent with the requirements of federal taxation laws applicable to tax-exempt bond proceeds the Recipient shall establish a fund in its accounting and budgetary structure, into which the Recipient shall deposit all funds received pursuant to this Agreement and from which the Recipient shall make all disbursements required for the Work.

3.2 Accounting. The Recipient shall prepare financial reports and statements of all financial activity relating to the Project Fund in accordance with generally accepted accounting principles.

4.0 MBE/ESB Participation.

4.1 Goal. By entering into this Contract, the Recipient agrees, for itself and its consultants, contractors and subcontractors, to work towards a goal that 40 percent of all expenditures for the Work will be spent with minority business enterprises and emerging small businesses, either or both, that perform commercially useful functions with regard to the prosecution and completion of the undertakings herein. For purposes of this section the terms "minority business enterprise" and "emerging small business" have the meanings ascribed to them by Section 74-4 of the Code of the City.

5.0 Section 3.

5.1 By entering into this Contract, the Recipient for itself and for its contractors and subcontractor agrees, to implement Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. Section 1701u and the regulations promulgated at 24 C.F.R. Part 135 (Section 3), to the greatest extent feasible and allowable by law. Nothing in this Contract shall be construed as placing any obligations or liabilities on the City with regard to Section 3.

6.0 Records.

6.1 Maintenance of Records. The Recipient shall maintain records of the cost for the Work pursuant to generally accepted accounting principles and such other methods as the City may require. The Recipient shall retain all invoices, checks and other records showing billing and payment for materials, equipment and labor relating to the Work; shall maintain books of account with respect to the Work; and shall require its consultants, contractors and subcontractors to maintain similar records.

6.2 Access to Records and Audit. The Recipient and its contractors and subcontractors shall, and shall cause its consultants, contractors and subcontractors to, at reasonable times and upon request at any time during the progress of the Work, afford the City access to the records described in Section 6.1 ("Maintenance of Records") and any other records related to this Contract and the determination of the cost thereof, wherever located, for such examination and audit by the City or its agent as the City may desire. The City may make copies of any records that the City has the rights under this Contract to access, examine, and audit.

6.3 Audit by City Auditor. The Recipient acknowledges that the Grant is funded by an appropriation by the City Council of the City. Pursuant to Section 2-224(c) of the Code of the City, the Recipient will be subject to periodic audits by the City Auditor, on demand and with notice, of solely its finances and expenditures of the Grant. In addition, the Recipient shall afford the City access to all records relating to the expenditure of monies from the Grant, wherever located, for such examination and audit by the City as the City may desire. The Recipient shall afford the City the opportunity to make copies of the records that the City has the rights under this section to access, examine, and audit. The Recipient shall ensure that the requirements of this section are made binding on any consultants, contractors and subcontractors of the Recipient.

6.4 Public Disclosure. The Recipient for itself and its consultant, contractors and subcontractors acknowledges and agrees that this Contract and any other records furnished, prepared by or in the possession of the City or its agents are subject to the retention and disposition requirements of the Virginia Public Records Act and the public disclosure requirements of the Virginia Freedom of Information Act.

7.0 Protection of City.

7.1 Insurance.

7.1.1 Required. The Recipient shall require any consultants, contractors, or subcontractors performing work contemplated herein to maintain the following insurance in accordance with the requirements of this Section 7.1 ("Insurance"): Commercial General Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit. The contract shall contain a provision that it shall not be terminated or otherwise allowed to expire prior to 30 days after written notice to that effect is received by the Recipient, provided that a shorter notice period may be accepted with the concurrence of the City. Approved insurance coverage shall be kept in full force and effect, without expense to the City, at all times during the term of this Contract.

7.1.2 Certificates of Insurance. At the time the City signs the Contract or at the time the Recipient signs any applicable contract with a consultant or contractor, whichever is later, the Recipient shall furnish the City with an original, signed certificate of insurance evidencing the above coverage.

7.1.3 Contracts and Policies. The Recipient is not required to furnish the City with copies of insurance contracts or policies required by this Section 7.1 ("Insurance") unless requested at any time by the City.

8.2 Indemnification.

8.2.1 Generally. The Recipient shall, and shall require that any consultants or contractors to contractually agree to, defend, hold harmless and indemnify the City, its officers, its employees and its agents from and against any and all actions, awards, causes of action, claims, costs, damages, expenses, judgments, liabilities, losses and suits (including costs relating to litigation and reasonable attorneys' fees) arising out of the performance of the Work contemplated herein, as well as any and all actions, awards, causes of action, claims, costs, damages, expenses, judgments, liabilities, losses and suits (including costs relating to litigation and reasonable attorneys' fees) arising out of, caused by or resulting from errors, omissions, negligent acts or intentional acts of the consultant or contractor, its officers, its employees, its agents, its subcontractors and its suppliers.

8.2.2 Regulatory Compliance. The Recipient shall, and shall ensure that if it or any consultant or contractor violates laws or regulations that govern the Work contemplated herein, the Recipient, the consultant, or the contractor shall defend, hold harmless and indemnify the City against any fines or penalties or both that result from such violation. To the extent that such violation is the result of the negligence or other actionable conduct of the Recipient, or any consultant or contractor, the Recipient or any consultant or contractor shall defend, hold harmless and indemnify the City against any third party claims, suits, awards, actions, causes of action or judgments, including, but not limited to, all attorneys' fees and costs incurred thereunder, that result from such violation.

9.0 Miscellaneous Provisions.

9.1 Captions. All section titles or captions in this Contract are for convenience of reference only. They should not be deemed to be part of this Contract or to in any way define, limit, extend, or describe the scope or intent of any provisions of this Contract.

9.2 Compliance with Laws. The Recipient shall obtain all necessary governmental approvals and permits and shall perform such acts as are necessary to effect the compliance with all laws, rules, ordinances, statutes, and regulations of any governmental authority applicable to the completion of the Work and shall ensure the same compliance by its consultants, contractors and subcontractors.

9.3 Counterparts. This Contract may be executed by the City and the Recipient in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Contract.

9.4 Entire Agreement. This Contract contains the entire understanding between the City and the Recipient and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the City and the Recipient relating to the subject matter of this Contract that are not fully expressed in this Contract.

9.5 Governing Law and Forum Choice. All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Recipient in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia. With the exception of the provisions contained in Section 8.2 ("Indemnification") of this Contract, each party shall be responsible for its own attorneys' fees in the event this Contract is subject to litigation.

9.6 Modifications. This Contract may be amended, modified and supplemented only by the written consent of both the City and the Recipient preceded by all formalities required as prerequisites to the signature by each party of this Contract.

9.7 No Assignment. This Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto; provided, however, that in no event may this Contract or any of the rights, benefits, duties or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give.

9.8 No Joint Venture. The terms and conditions of this Contract shall not be construed or interpreted in any manner as creating or constituting the City as a partner or joint venture with the Recipient or as making the City liable for the debts, defaults, obligations or lawsuits of the Recipient or its assigns, consultants, contractors or subcontractors.

9.9 No Third-Party Beneficiaries. Notwithstanding any other provision of this Contract, the City and the Recipient hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City and the Recipient; (iii) no individual or entity shall obtain any right to make any claim against the City or the Recipient under the provisions of this

Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, tenants, subtenants, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.

9.10 Notices. All notices, offers, consents, or other communications required or permitted to be given pursuant to this Contract shall be in writing and shall be considered as properly given or made if delivered personally, by messenger, by recognized overnight courier service or by registered or certified U. S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

A. To City:

Chief Administrative Officer
City of Richmond, Virginia
900 East Broad Street, Suite 201
Richmond, Virginia 23219

B. To the Recipient:

Better Housing Coalition
Street Address: 23 West Broad Street #100
Richmond, Virginia 23241
Attention: Executive Director

Either party may change any of its address information given above by giving notice in writing stating its new address to the other party.

9.11 Authority to Execute. The Recipient represents that the Recipient's signatory is duly authorized by the Recipient to enter into this Contract and thereby bind the Recipient to this Contract's terms and conditions.


SIGNATURES ON FOLLOWING PAGE

WITNESS the following signatures.

CITY OF RICHMOND, VIRGINIA,
a municipal corporation of the
Commonwealth of Virginia

By: _____
Selena Cuffee-Glenn
Chief Administrative Officer

Approved as to Form:

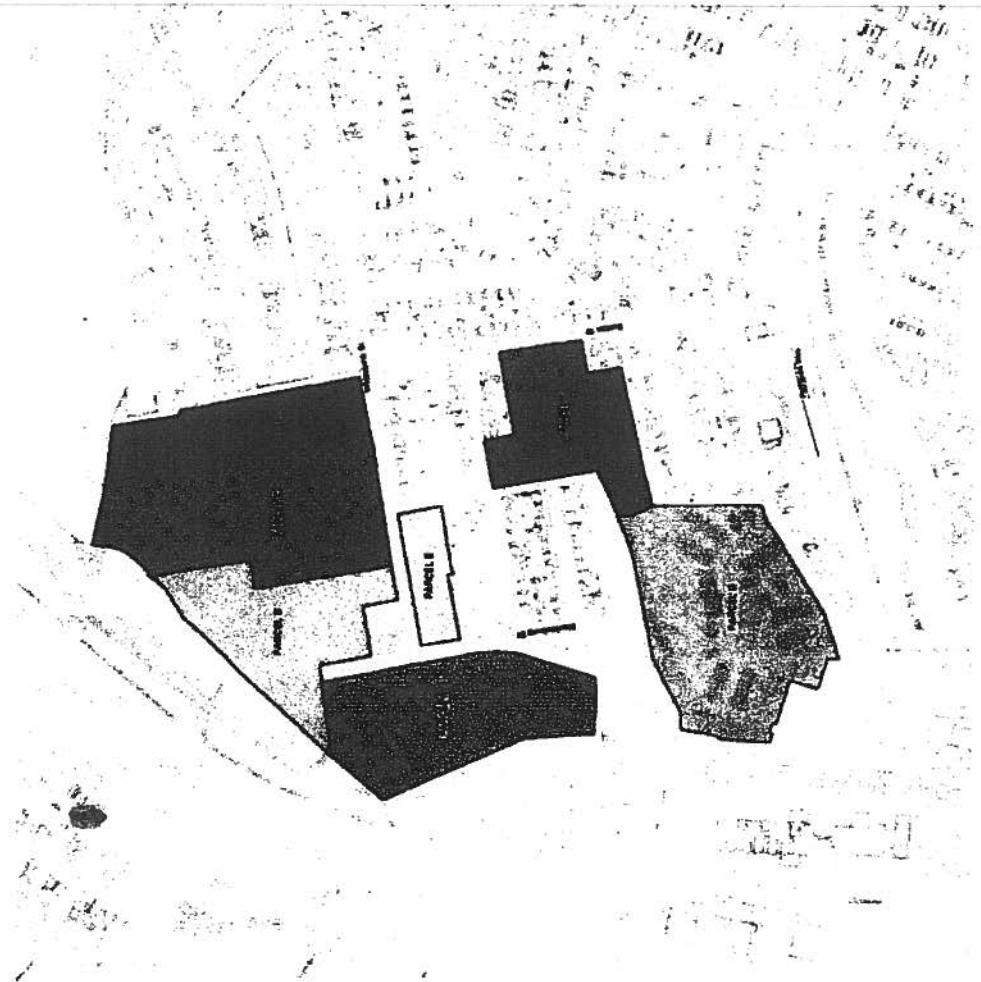

Deputy City Attorney

BETTER HOUSING COALITION, a
Virginia non-stock corporation

By: _____
Greta Harris
Executive Director



Redevelopment Strategy
 The northeast area of Church Hill presents promising opportunities for redevelopment of scale that can help reset the market for the neighborhood. A handful of parcels around the Whitcomb Court Elementary School and several municipal landfills are clustered together, making redevelopment and infill an ideal strategy. Additionally, the parcels are located on the bluff overlooking the Oliver Hill Way industrial corridor. If developed with medium density building types, views could be created to and from Downtown, the Bottoms, and other adjacent neighborhoods.



Parcel	Parcel Description	Parcel Use
Parcel A	Whitcomb Court Elementary	Public (Day Elementary)
Parcel B	Whitcomb Court Elementary	Mid-rise mixed-income residential
Parcel C	Church	Low rise mixed income residential
Parcel D	Landfill	Remediation Community Park
Parcel E	Whitcomb Court Elementary	Community employment use
Parcel F	Magnolia Gardens	Low-rise affordable residential
Parcel G	Landfill	Remediation Community Park
Parcel H	Revere Street Court	Low rise mixed income residential

THE SITE: PARCELS FOR REGENERATION
 WHITCOMB COURT | RICHMOND, VIRGINIA

CONCEPT PLAN
 18 AUGUST 2015