

INTRODUCED: November 9, 2020

AN ORDINANCE No. 2020-237

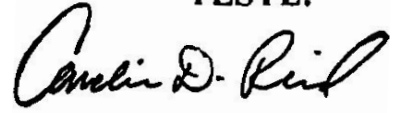
To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Contract between the City of Richmond and the Richmond Redevelopment and Housing Authority for the purpose of funding consultant services for outreach and planning for the redevelopment of Creighton Court in the city of Richmond.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

A TRUE COPY:

TESTE:


City Clerk

PUBLIC HEARING: DEC 14 2020 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 and the Richmond Redevelopment and Housing Authority for the purpose of funding consultant services for outreach and planning for the redevelopment of Creighton Court 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.

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

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: DEC 14 2020 REJECTED: _____ STRICKEN: _____

RECEIVED

By Barbara Fore at 1:35 pm, Nov 02, 2020

RECEIVED

By CAO Office at 2:35 pm, Oct 19, 2020

2020-151



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: October 9, 2020

EDITION: 1


TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor 

THROUGH: Lenora G. Reid, Acting Chief Administrative Officer 

THROUGH: Jay A. Brown, Director, Department of Budget and Strategic Planning 

THROUGH: Sharon L. Ebert, Deputy Chief Administrative Officer, Economic Development and Planning 

FROM: Michelle B. Peters, Deputy Director 
Department of Housing and Community Development

RE: Grant Contract in the amount of \$150,000 for consultant services directly related to the outreach and planning process for the redevelopment of Creighton Court.

ORD. OR RES. No. _____

PURPOSE: To authorize the ACAO to execute, for and on behalf of the City of Richmond, a \$150,000 grant contract by and between the City of Richmond and the Richmond Redevelopment and Housing Authority (RRHA) for the purpose of consultant services directly related to the outreach and planning process for the redevelopment of Creighton Court.

REASON: The City of Richmond has co-partnered with the Housing Authority to allow for a unified approach in transforming public housing into mixed-income communities of choice. The Department of Housing and Community Development is providing a grant to RRHA to hire a consultant, who will work directly with the current residents to get their feedback and ideas for the new mixed-income community.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: RRHA Creighton Court Housing Development is a part of the transformation that is being experienced in the eastern part of the City along the Nine Mile Road corridor. The demolition of Armstrong High School has led to the redevelopment of this site into a mixed-

income community with the new construction of 272 units, open space, and an outdoor recreation area. New construction of a full-service grocery store serving as a mixed-use development with residential above serves as an anchor at the corner of Nine Mile Road and 25th Street, which complements the redevelopment activities occurring in this corridor. Additionally, the new culinary school with J. Sargeant Reynolds Community College Culinary Arts program located across the street from the Market at 25th Street just completed construction. Bon Secour Richmond Community Hospital is playing a role in this transformation as an anchor institution addressing the health concerns, and have developed a wellness and healthy living center with a café. The community will soon have a Teen Center developed by the Boys and Girls Club as a community resource in the former East Lawn Shopping Center at the corner of Nine Mile and Creighton Road.

The first phase of the off-site housing relocation plan for the residents who resided along the Nine Mile Road frontage of Creighton Court is completed, and the second phase is under construction at the Armstrong Renaissance. The Housing Authority is moving into the next phase of the plan, which includes community engagement with the current residents for the onsite redevelopment of Creighton Court. These engagement sessions are to provide an opportunity for residents to participate in the planning and designing of the redevelopment of Creighton Court into a mixed-income development.

Fiscal Impact/Cost: \$150,000

Fiscal Implications: None

BUDGET AMENDMENT NECESSARY: NO

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: November 9, 2020

CITY COUNCIL PUBLIC HEARING DATE: December 14, 2020

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: NA

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Housing & Community Development

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Richmond Redevelopment and Housing Authority Grant Contract

STAFF: Michelle B. Peters, Deputy Director II – 646-3975

GRANT CONTRACT

THIS GRANT CONTRACT is made this day ____ of _____, 2020 between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the City), and Richmond Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia, (the "Recipient").

STATEMENT OF PURPOSE

- A. Section 36-7 of the Code of Virginia authorizes the City to make donations to the Recipient to enable or assist the Recipient in carrying out its purposes;
- B. The City Council of the City of Richmond, by Ordinance No. 2020-049 appropriated to the City's Department of Housing and Community Development in its general fund budget for FY21 funds for the purpose of making a grant to Recipient in the amount of \$150,000 (the "Grant Funds");
- C. The Recipient and the City hereby enter into a grant contract to govern the terms and condition of the disbursement and use of the Grant Funds;

The City and the Recipient, intending to be legally bound, agree as follows:

1. Contact Information

- A. The City's point of contact for purposes of this Contract is:

James (JJ) Minor
Administrative Project Analyst
Housing and Community Development
City of Richmond
1500 East Main Street, Suite 300
Richmond, Virginia 23219
(804) 646-0587
James.minor@richmondgov.com

This point of contact is responsible for monitoring the Recipient's compliance with this Contract.

- B. The Recipient's point of contact for purposes of this Contract is:

Terese Walton
Executive Vice President & Chief Real Estate Officer
Richmond Redevelopment Housing Authority
901 Chamberlayne Parkway
Richmond, VA 23220
804-780-3491
Terese.Walton@rrha.com

- C. Either party may change the contact information set forth in this section by submitting a written statement that the party is making such a change and setting forth the contact information of the party's new point of contact to the other party's point of contact

2. Payment of Grant Funds.

- A. The City shall pay the Grant Funds to the Recipient in three payments \$39,500 by December, 2020; the second payment of \$60,500 by January, 2021; and the third payment of \$50,000 by February, 2021 of the Department of Housing and Community Development 2021 Fiscal Year budget.
- B. Recipient may utilize the Grant Funds to reimburse expenses properly made for the purposes of this Contract prior to its execution. Recipient shall first submit to the City documentation of such expenditures and the City for the City's approval in the City's sole discretion. Following such first reimbursement, Recipient shall disburse Grant Funds to the consultant hired pursuant to Section 3 only after Recipient receives written approval of the City, in the City's sole discretion, of a reasonably detailed invoice from the consultant.
- C. The Recipient shall return to the Department of Housing and Community Development all of the Grant Funds received by the Recipient if the requirements set forth in section 3 below are not fulfilled.
- D. If the Recipient has not expended any part of the Grant Funds after all of the requirements set forth in Section 3 below are met, the Recipient shall certify in writing to the City's Chief Administrative Officer that all of the requirements set forth in Section 3 have been fulfilled and the specific amount of the Grant Funds that the Recipient has not expended. If the City's Chief Administrative Officer agrees in writing that all of the requirements set forth in Section 3 have been fulfilled, the Recipient may use the remaining portion of the Grant Funds for any lawful purpose.

3. Scope of Service. In consideration of the City's Grant Funds, the Recipient shall perform the following services:

- a. The Recipient shall contract for consultant services directly related to the outreach and planning process for the redevelopment of Creighton Court.
- b. The Recipient shall ensure that it and its consultant undertake community engagement related to the planning process for the redevelopment of Creighton Court with current Creighton Court residents.

- c. The Recipient shall ensure that a City of Richmond, Department of Housing and Community Development staff member serves on the engagement team responsible for community engagement and the planning process for the redevelopment of Creighton Court.
 1. The Recipient shall notify the City's point of contact of each of the community engagement sessions, with sufficient time prior to each session to allow for attendance by the City's point of contact or a designee thereof.
 2. The Recipient shall publish a calendar of all engagement sessions so that it can be posted on the City's website, and the homepage for the City's Department of Housing and Community Development.
4. **Performance Measure.** The City will use the following performance measures, expressed in the form of questions to be answered in the affirmative, and with supporting statements/documentation to evaluate whether the Recipient has performed the services required by this Contract in a manner that achieves the City's purpose in providing the Grant Funds to the Recipient:
 - A. Did Recipient contract for the services of a consultant directly related to the furtherance of the re-development of Creighton Court?
 - B. Did Recipient ensure sufficient notice to the City's point of contact of the community engagement sessions with the residents of Creighton Court and the community?
 - C. Did Recipient provide inclusive participation of the residents and community during this process? How?
5. **Reporting.** The Recipient shall furnish the City's point of contact with a written report on its use of the Grant Funds no less frequently than once a month, and upon the expenditure of all of the Grant funds. The report shall contain the following information:
 - A. Submit monthly reports detailing the Performance Measures.
 - B. Submit a summary report of each community engagement session.
6. **Acknowledgement of Donation.** Recipient shall, in connection with any program, events, or other matters funded in whole or in part with the Grant Funds, acknowledge the City of Richmond as a donor, contributor or sponsor. This acknowledgement must be included on any promotional materials, brochures, publications, website or other visible locations. The City has the right, upon request, to review and approve any such acknowledgement. Further, the City has the right, in its sole discretion, to require the removal of its name from

such promotional material, brochures, publications, websites, or other visible locations.

7. **Compliance Monitoring.** The City's point of contact shall monitor the Recipient's compliance with this Contract. In addition to the reports required by section 5, the Recipient shall furnish the City's point of contact with any information reasonably requested by the City's point of contact in order to enable the City's point of contact to determine whether the Recipient is meeting or has met the performance measures set forth in this Contract.
8. **Recipients Representations and Warranties.** The Recipient represents and warrants as follows:
 - A. The Recipient is and will be for the duration of this Contract, a housing authority to which the City may make donations pursuant to Virginia Code Section 36-7.
 - B. The Recipient's signatory below is duly authorized by the Recipient to enter into this Contract and thereby bind the Recipient to this Contract's terms and conditions.
9. **Audit.** Pursuant to Section 2-187 of the Code of the City of Richmond, the Recipient shall, as a condition of receiving monies from the City, be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice.

Effective as of the date first written above.

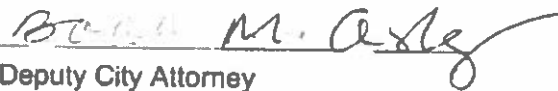
RECIPIENT:

CITY:

By: _____
Stacey Daniels-Fayson Date
Interim Chief Executive Officer

By: _____
Lenora Reid Date
Acting Chief Administrative Officer

APPROVED AS TO FORM:


Deputy City Attorney