



Please click the links below to access the Council Agenda and Reports:

1. Council Agenda And Reports

Documents:

[CAR 05-18-20.PDF](#)

2. City Council Agenda

Documents:

[AG 05-18-20.PDF](#)

**NOTICE:**

**The Full Agenda consists of scanned images of only those reports and communications submitted to the City Clerk before the deadline established for such agenda and will not include any matter or item brought before Council for consideration at the meeting.**

**The original documents are available for inspection in the Office of the City Clerk, Room 456 Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., Roanoke, Virginia 24011.**

**To receive the City Council agenda (without reports) automatically via e-mail, contact the Office of the City Clerk at [clerk@roanokeva.gov](mailto:clerk@roanokeva.gov) or (540) 853-2541.**

**The records of City Council and City Clerk's Office will be maintained pursuant to Section 42.1-82 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia, Library of Virginia Records Management and Imaging Services Division, Records Retention and Disposition Schedules, for compliance with Guidelines provided by the Library of Virginia.**



**ROANOKE CITY COUNCIL  
REGULAR SESSION**

**MAY 18, 2020  
2:00 P.M.**

**CITY COUNCIL CHAMBER**

**AGENDA**

**PARTICIPATION BY ELECTRONIC COMMUNICATIONS PURSUANT TO  
AMENDMENT 28 TO HB29, SECTION 2.2-3708.2 (A),  
CODE OF VIRGINIA (1950), AS AMENDED,  
ORDINANCE NO. 41703-032720; AND  
RESOLUTION NO. 41704-032720.**

**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 Mayor Sherman P. Lea, Sr.

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

Welcome. Mayor Lea.

**NOTICE:**

Today's Council meeting will be televised live and replayed on RVTV Channel 3  
on Thursday, May 21 at 7:00 p.m., and Saturday, May 23 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.

**2. PRESENTATIONS AND ACKNOWLEDGEMENTS: NONE.**

**3. HEARING OF CITIZENS UPON PUBLIC MATTERS:**

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

**Based upon Executive Order Number Fifty-One, issued by Governor Northam on March 12, 2020, Amended Executive Order Number Fifty-Three on April 15, 2020, Executive Order Number Fifty-Five, issued by Governor Northam on March 30, 2020 and as amended Executive Order Number Sixty-One issued by Governor Northam on May 8, 2020, Amendment 28 to HB29 (adopted April 22, 2020), Virginia Code Section 2.2-3708.2 (A), Virginia Code Section 15.2-1413, Ordinance No. 41703-032720, and Resolution No. 41704-032720, City Council will be conducting this regular session of City Council by electronic communication means without a quorum of City Council physically present in Council Chamber and without the presence of members of the public in the City Council Chamber.**

**In order to afford citizens an opportunity to provide comments to City Council during the COVID-19 pandemic disaster, citizens wishing to address the Council during this regular session of City Council conducted by electronic communication means were instructed to sign-up by emailing or by calling the City Clerk's Office at [clerk@roanokeva.gov](mailto:clerk@roanokeva.gov) and (540) 853-2541, by 12:00 p.m., on May 18.**

**Those citizens, who have signed up to speak before the Council, have been provided the Zoom meeting information and will be allowed to join the meeting and address City Council by electronic communication means.**

**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 A communication from the City Attorney requesting that Council convene in a Closed Meeting for consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, pursuant to Section 2.2 -3711 (A)(7), Code of Virginia (1950), as amended.

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RECOMMENDED ACTION: Concur in the request.

**REGULAR AGENDA:**

**5. PUBLIC HEARINGS: NONE.**

**6. PETITIONS AND COMMUNICATIONS:**

- a. Request of the Roanoke Valley Resource Authority to present its proposed 2020 - 2021 Annual Budget. Daniel D. Miles, Chief Executive Officer, Spokesperson. (Sponsored by the City Manager)

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P 11  
R 12

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

- a. CITY MANAGER:

BRIEFINGS:

- Recommended Fiscal Year 2020 – 2021 Budget - 60 minutes
- Presentation on refinancing of Regional Industrial Facility Bonds - 15 minutes

**ITEMS RECOMMENDED FOR ACTION:**

1. Acceptance of the Summer Food Program Grant from the Virginia Department of Education.
2. Acceptance of the 2020 Urban Heat Island Mapping Grant from the National Oceanic Atmospheric Administration's Climate Program Office to conduct a scientific field mapping campaign.
3. Amendment to the Virginia Department of Housing and Urban Development's Citizen Participation Plan due to COVID-19.
4. Acquisition of real property rights in connection with the Huntington Boulevard Drainage and Improvements Project.

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R 25  
B/O 26

P 27  
R 29

P 30  
R 31

P 33  
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**COMMENTS OF THE CITY MANAGER.**

**8. REPORTS OF COMMITTEES:**

- a. A report of the Roanoke City School Board requesting appropriation of funds for various educational programs; and a report of the City Manager recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson.

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P 38  
B/O 39

**9. UNFINISHED BUSINESS: NONE.**

**10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:**

- a. An ordinance to ratify and approve the extension of the suspension of fares for transit services provided by Greater Roanoke Transit Company (GRTC), d/b/a Valley Metro.

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**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. RECESS.**

**CERTIFICATION OF CLOSED MEETING.**

**RECONVENE AT 5:00 P.M. TO CONDUCT THE FOLLOWING APPLICANT FORUM IN CONNECTION WITH ROANOKE CITY SCHOOL BOARD UPCOMING VACANCIES, EFFECTIVE JULY 1, 2020.**

### **SCHOOL BOARD APPLICANTS:**

**Grace K. Church  
Justin A. Hunts  
Elizabeth C. S. Jamison  
Cheryl M. Mosley  
Natasha N. Saunders  
James W. Settle  
Katrina R. Wood**

## **13. RECESS.**

**THE COUNCIL MEETING WILL STAND IN RECESS UNTIL 7:00 P.M., IN THE COUNCIL CHAMBER, ROOM 450, NOEL C. TAYLOR MUNICIPAL BUILDING.**



**ROANOKE CITY COUNCIL  
REGULAR SESSION**

**MAY 18, 2020  
7:00 P.M.**

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

**AGENDA**

**PARTICIPATION BY ELECTRONIC COMMUNICATIONS PURSUANT TO  
AMENDMENT 28 TO HB29, SECTION 2.2-3708.2 (A),  
CODE OF VIRGINIA (1950), AS AMENDED,  
ORDINANCE NO. 41703-032720; AND  
RESOLUTION NO. 41704-032720.**

**Call to Order--Roll Call.**

The Invocation will be delivered by Mayor Sherman P. Lea, Sr.

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

Welcome. Mayor Lea.

**NOTICE:**

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## **A. PUBLIC HEARING:**

1. Receive views of citizens regarding appointment of two Roanoke City School Board Trustees for three-year terms of office, each, commencing on July 1, 2020. The candidates are Grace K. Church, Justin A. Hunts, Elizabeth C.S. Jamison, Cheryl M. Mosley, Natasha N. Saunders, James W. Settle and Katrina R. Wood.

## **B. HEARING OF CITIZENS UPON PUBLIC MATTERS:**

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

**Based upon Executive Order Number Fifty-One, issued by Governor Northam on March 12, 2020, Amended Executive Order Number Fifty-Three on April 15, 2020, Executive Order Number Fifty-Five, issued by Governor Northam on March 30, 2020 and as amended by Executive Order Number Sixty-One issued by Governor Northam on May 8, 2020, Amendment 28 to HB29 (adopted April 22, 2020), Virginia Code Section 2.2-3708.2 (A), Virginia Code Section 15.2-1413, Ordinance No. 41703-032720, and Resolution No. 41704-032720, City Council will be conducting this regular session of City Council by electronic communication means without a quorum of City Council physically present in Council Chamber and without the presence of members of the public in the City Council Chamber.**

**In order to afford citizens an opportunity to provide comments to City Council during the COVID-19 pandemic disaster, citizens wishing to address the Council during this regular session of City Council conducted by electronic communication means were instructed to sign-up by emailing or by calling the City Clerk's Office at [clerk@roanokeva.gov](mailto:clerk@roanokeva.gov) and (540) 853-2541, by 4:00 p.m., on May 18.**



Those citizens, who have signed up to speak before the Council, have been provided the Zoom meeting information and will be allowed to join the meeting and address City Council by electronic communication means.

## **C. RECESS.**

**THE COUNCIL MEETING WILL STAND IN RECESS UNTIL THURSDAY, MAY 28, 2020, IN THE COUNCIL CHAMBER, FOR THE PURPOSE OF CONDUCTING PUBLIC HEARINGS ON THE CITY OF ROANOKE RECOMMENDED FISCAL YEAR 2020 - 2021 BUDGET AT 7:00 P.M.; PROPOSED REAL PROPERTY TAX INCREASE AT 7:10 P.M.; AND THE RECOMMENDED 2020 - 2021 HUD FUNDS BUDGET AND 2020 - 2021 ANNUAL UPDATE TO THE 5-YEAR CONSOLIDATED PLAN AT 7:20 P.M.**



**CITY OF ROANOKE**  
**OFFICE OF THE CITY ATTORNEY**  
464 MUNICIPAL BUILDING  
215 CHURCH AVENUE, SW  
ROANOKE, VIRGINIA 24011-1595

**Timothy R. Spencer**  
**David L. Collins**  
**Heather P. Ferguson**  
**Laura M. Carini**  
**Douglas P. Barber, Jr.**  
Assistant City Attorneys

**Daniel J. Callaghan**  
City Attorney

TELEPHONE 540-853-2431  
FAX 540-853-1221  
EMAIL: cityatty@roanokeva.gov

May 18, 2020

The Honorable Mayor and Members  
of City Council  
Roanoke, Virginia

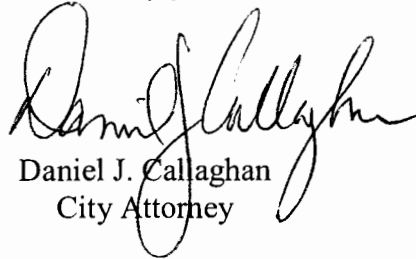
Re: Request for closed meeting

Dear Mayor Lea and Council Members:

This is to request that City Council convene a closed meeting pursuant to Sec. 2.2-3711.A.7, Code of Virginia, to consult with legal counsel and hear briefings by staff members or consultants pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body.

With kindest personal regards, I am

Sincerely yours,

  
Daniel J. Callaghan  
City Attorney

DJC/lsc

c: Robert S. Cowell, Jr., City Manager  
Cecelia F. McCoy, City Clerk



**ROANOKE VALLEY RESOURCE AUTHORITY**

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May 4, 2020

Robert S. Cowell, Jr., City Manager  
City of Roanoke  
215 Church Avenue, S.W.  
Noel C. Taylor Building, Room 364  
Roanoke, VA 24011

*Bob*  
Dear Mr. ~~Cowell~~:

On April 22, 2020, the Roanoke Valley Resource Authority approved its FY 2020/2021 annual budget. The proposed FY 2020-2021 budget in the amount of \$12,597,597 is balanced and represents an overall decrease of \$1,236,089 or (-8.9%) from the current FY 2019-2020 budget. Please note the budget does not include an increase to the Authority's municipal tipping fee rates of \$53.50 a ton. A copy of the budget is attached.

The Resource Authority strives to provide the most cost-effective solid waste disposal services possible in a fiscally and environmentally responsible manner while maintaining our contractual obligations and high quality services to the Roanoke Valley. This budget is a reflection of those efforts.

In accordance with our "Member Use Agreement," the Authority's FY 2020/2021 annual budget has been submitted to Susie McCoy, City Clerk. Please let me know if you have any questions regarding the Authority's budget.

The Resource Authority is committed to serving the residents and businesses of the City of Roanoke as a Charter Member and we look forward to serving you.

Sincerely,

Daniel D. Miles, P.E.  
Chief Executive Officer

DDM:plb  
Enclosure

c: Daniel J. Callaghan, City Attorney (w/enc.)  
Susie McCoy, City Clerk (w/enc.)

b.a.



# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** May 18, 2020  
**Subject:** Proposed FY-21 Budget for the Roanoke Valley Resource Authority

I would like to sponsor Daniel D. Miles, P.E., Chief Executive Officer of the Roanoke Valley Resource Authority, to present the Authority's proposed Fiscal Year 2021 budget and related expenditures and revenues.

-----  
Robert S. Cowell, Jr.  
City Manager

Distribution: Council Appointed Officers

b.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION approving the annual budget of the Roanoke Valley Resource Authority for Fiscal Year 2020-2021, upon certain terms and conditions.

BE IT RESOLVED by the Council of the City of Roanoke that the annual budget for the Roanoke Valley Resource Authority for Fiscal Year 2020-2021, in the amount of \$12,597,597 is hereby approved, all as more particularly set forth in a letter, and attachments thereto, to the City Manager dated May 4, 2020, from Daniel D. Miles, P.E., Chief Executive Officer of the Roanoke Valley Resource Authority, copies of which have been provided to Council.

ATTEST:

City Clerk.



# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** May 18, 2020  
**Subject:** Summer Food Program

## **Background:**

The City of Roanoke continues to provide for the nutritional needs of children and youth during the summer months through a Parks and Recreation supervised Summer Nutrition Program. Breakfast and lunch are provided to children throughout Roanoke from mid-June through mid-August. An estimated 25,000 meals will be served this summer. Federal funds, up to \$100,000, have been awarded to the City by a grant from the Virginia Department of Education. The City is reimbursed on a per meal basis for meals actually served. The remaining funds necessary to staff this program are allocated in the Parks and Recreation operating budget.

## **Considerations:**

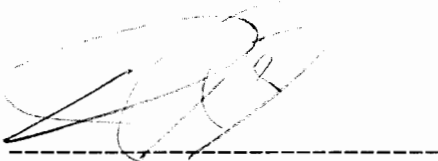
The Summer Food Program is partially funded through the United States Department of Agriculture, Food and Nutrition Service, with the Virginia Department of Education serving as the sponsoring agency in Virginia. The program is similar in concept to the National School Lunch Program with eligibility requirements much like those used to determine eligibility for free or reduced priced meals during the school year. The purpose is to provide nutritionally balanced, healthy meals to children, ages one through eighteen, and those with special needs. Participating locations include Apple Ridge Farm, Eureka Center, Villages at Lincoln, Indian Rock Village, Jamestown Place, Lansdowne Park, Preston Center, Dominion Day Services, Bluestone Park, Intercept, Hurt Park, and Blue Ridge Behavioral Health.

Given that the state of Virginia is currently under a Stay at Home Order, there is some question regarding whether or not this program will be offered. Should the Stay at Home Order be lifted by the current expiration of June 10, 2020, accepting this funding will allow the program to continue and will also allow for the reimbursement of program expenses.

**Recommended Action:**

Accept the Summer Food Program grant in the amount of \$100,000 and authorize the City Manager and City Clerk to execute and attest respectively, an agreement with the Virginia Department of Education and any other forms necessary to accept such grant, approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of \$100,000, and appropriate funding in the same amount into an expenditure account to be established in the Grant Fund by the Director of Finance.



-----  
Robert S. Cowell, Jr.  
City Manager

Distribution: Council Appointed Officers  
Brian Townsend, Assistant City Manager for Community Development  
Amelia C. Merchant, Director of Finance  
Michael D. Clark, Director of Parks and Recreation

**CITY OF ROANOKE, VIRGINIA**  
**CONTRACT**

**PREPARED FOOD & DELIVERY SERVICES**

This Contract is dated April 24, 2020, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City" or "Owner", and School Board of the City of Roanoke, hereinafter referred to as the "School Board,"

**WITNESSETH:**

WHEREAS, School Board has been awarded this Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary to provide food and deliver services for the City Summer food program and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

**NOW, THEREFORE, THE CITY AND THE SCHOOL BOARD AGREE AS FOLLOWS:**

**SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.**

For and in consideration of the money hereinafter specified to be paid by the City to the Contactor for the Work provided for in this Contract to be performed by the School Board, the School Board hereby covenants and agrees with the City to fully perform the services, provide any materials called for, construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements, Exhibit 1
2. Scope of Work, Exhibit 2
3. Summer Food Services Program Meal Pattern, Exhibit 3

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents and this Contract will control over any School Board supplied documents or information.

**SECTION 2. CONTRACT AMOUNT.**

The City agrees to pay the School Board for the School Board's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, per breakfast \$2.33 and per lunch \$4.0875, however, the total contract amount shall **not exceed One Hundred Thousand Dollars (\$100,000)**, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the School Board, as may be provided for in this Contract or by law, and the City retains the right of setoff as to any amounts of money the School Board may owe the City.



### **SECTION 3. TERM OF CONTRACT.**

The term of this Contract will be from June 15, 2020, through September 30, 2020, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless renewed as set forth herein upon mutual agreement.

### **SECTION 4. TIME OF PERFORMANCE.**

The School Board shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the City representative to the School Board, and the School Board covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract as specified in the Scope of Work, Exhibit 2, established by such notice. The School Board further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that School Board will cooperate and coordinate with the other City School Boards or employees doing other work or using the area where School Board is working.

### **SECTION 5. PAYMENT.**

The School Board may submit a request for payment not more than once each month. The payment requested shall be for the services completed and/or materials provided as required by this Contract and approved by the City. A written progress report may be requested by the City to accompany each payment request and, if so, such progress report shall detail the work completed, identify any problems with the progress of the work, and the remaining work to be done. Also, sufficient documentation of all costs, expenses, materials supplied, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received by the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the School Board of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the School Board not more than 30 days after such request has been approved.

### **SECTION 6. PAYMENTS TO OTHERS BY SCHOOL BOARD.**

The School Board agrees that School Board will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding School Board's payment to other entities and the School Board will take one of the two actions permitted therein within 7 days after receipt of amounts paid to School Board by the City. School Board further agrees that the School Board shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the School Board to make prompt payments to all persons supplying the School Board equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the School Board, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

## **SECTION 7. RESPONSIBILITY OF PARTIES.**

To the extent permitted by applicable law, each party to this contract will be responsible for the actions, inactions or violations of its officers, employees, and agents in connection with the summer meals program contemplated under this contract, but nothing contained herein shall be construed as a waiver of either the City's or the School Board's sovereign immunity.

## **SECTION 8. COMPLIANCE WITH LAWS, REGULATIONS, AND IMMIGRATION LAW.**

School Board agrees to and shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements. School Board further agrees that School Board does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

## **SECTION 10. REPORTS, RECORDS, AND AUDIT.**

School Board agrees to maintain all books, records and other documents relating to this Contract for a period of three (3) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to examine, copy, and/or audit any of such materials during the term of the Contract and during such retention period, upon prior written notice to School Board.

## **SECTION 11. INSURANCE REQUIREMENTS.**

School Board and any of its subcontractors involved in this Contract shall maintain the insurance coverages set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of School Board's employees. Such insurance coverage shall be obtained at the School Board's sole expense and maintained during the term of the Contract and shall be effective prior to the beginning of any work or other performance by the School Board or others under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

## **SECTION 12. DEFAULT.**

If School Board fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to School Board, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and School Board shall be liable for any damages to the City resulting from School Board's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of School Board's default.

## **SECTION 13. NONWAIVER.**

School Board agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the School Board 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 Contract or a waiver of any other breaches of the Contract by the School Board and does not bar the City from requiring the School Board to comply with all the terms

and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the School Board under this Contract or by law.

#### **SECTION 14. CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

#### **SECTION 15. SEVERABILITY.**

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

#### **SECTION 16. NONDISCRIMINATION.**

- A. During the performance of this Contract, School Board agrees as follows:
- i. School Board will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the School Board. School Board agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. School Board in all solicitations or advertisements for employees placed by or on behalf of School Board will state that School Board is an equal opportunity employer.
  - iii. 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.
- B. School Board will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **SECTION 17. DRUG-FREE WORKPLACE.**

- A. During the performance of this Contract, School Board agrees to (i) provide a drug-free workplace for School Board'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 School Board that School Board 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 School Board, 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 the contract.

## **SECTION 18. FAITH BASED ORGANIZATIONS.**

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

## **SECTION 19. ASSIGNMENT.**

School Board may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the School Board from any of the covenants or undertakings contained in this Contract and the School Board shall remain liable for the Contract during the entire term thereof.

## **SECTION 20. CONTRACTUAL DISPUTES.**

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the School Board that the City disputes the amount of School Board's request for final payment. However, written notice of the School Board's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the School Board. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The School Board may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of School Board's claim. The decision of the City Manager shall be final and conclusive unless the School Board within six (6) months of the date of the final decision on a claim or from expiration of the 120-day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the School Board being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be School Board's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

**SECTION 21. SUCCESSORS AND ASSIGNS.**

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

**SECTION 22. HEADINGS.**

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

**SECTION 23. COUNTERPART COPIES.**

This Contract 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.

**SECTION 24. AUTHORITY TO SIGN.**

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

**SECTION 25. NOTICES.**

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To City: City of Roanoke  
Purchasing Division  
Attn: Purchasing Manager  
Noel C. Taylor Municipal Building, Room 202  
215 Church Avenue, S.W.  
Roanoke, Virginia 24011  
Facsimile: (540) 853-1513

If to School Board: Dr. Daniel Lyons  
Deputy Superintendent for Operations  
Roanoke City Schools  
40 Douglas Avenue  
Roanoke, VA 24012

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

## **SECTION 26. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.**

- A. The City, at any time, may order School Board to immediately stop work on this Contract, and/or by seven days written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the School Board shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the School Board in performing this Contract whether completed or in process (unless otherwise directed by the notice).
1. If the termination or stop work order is due to the failure of the School Board to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the School Board shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.
  2. Should this Contract be terminated or work is stopped not due in any way to the fault of the School Board, the School Board shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
  3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against School Board as it deems appropriate.

## **SECTION 27. ETHICS IN PUBLIC CONTRACTING.**

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, School Boards, and subcontractors are applicable to this Contract.

## **SECTION 28. CONTRACT SUBJECT TO FUNDING.**

This Contract is or may be subject to funding and/or appropriations from federal, state and/or local governments and/or agencies and/or from the Council of the City of Roanoke. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the School Board agrees that the City may terminate this Contract on 7 days written notice to School Board, without any penalty or damages being incurred by the City. School Board further agrees to comply with any applicable requirements of any grants and/or agreements providing for such funding.

## **SECTION 29. ENTIRE CONTRACT.**

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

**SCHOOL BOARD OF THE CITY OF ROANOKE**

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name and Title

By \_\_\_\_\_  
Dr. Daniel Lyons, Deputy Superintendent  
for Operations

**CITY OF ROANOKE, VIRGINIA**

ATTEST:

\_\_\_\_\_  
Cecelia F. McCoy, City Clerk  
\_\_\_\_\_  
Printed Name and Title

By \_\_\_\_\_  
Robert S. Cowell, Jr., City Manager  
\_\_\_\_\_  
Printed Name and Title

Approved as to form:

Appropriation and Funds Required  
for this Contract Certified:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Director of Finance

Approved as to Execution:

Account # \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**EXHIBIT 1 TO CONTRACT  
PREPARED FOOD & DELIVERY SERVICES**

**SCHOOL BOARD'S AND SUBCONTRACTOR'S INSURANCE**

Neither the School Board nor any subcontractor shall commence work under this Contract until the School Board has obtained all the insurance policies required under this Section and such insurance has been approved by the City.

1. The following **minimum insurance requirements** apply:
  - a. Workers' Compensation and Employers' Liability:  
The School Board shall obtain and maintain the following limits:  
  
Workers' Compensation: Statutory  
Employers' Liability: \$100,000 bodily injury by accident each occurrence  
\$500,000 bodily injury by disease (policy limit)  
\$100,000 bodily injury by disease each employee
  - b. Commercial General Liability:  
Coverage is to be written on an "occurrence" basis, \$1,000,000 minimum limit, and such coverage shall include:
    - Products/Completed Operations
    - Personal Injury and Advertising Injury
    - Bodily Injury
  - c. Automobile Liability:  
Limits for vehicles owned, non-owned or hired shall not be less than:
    - \$1,000,000 Bodily Injury and Property Damage combined single limit
2. **Proof of Insurance Coverage:** The policies of insurance shall be purchased from a reputable insurer licensed to do business in Virginia and maintained for the life of the Contract by the School Board. Other insurance requirements include the following:
  - a. The School Board shall furnish the City with the required certificates of insurance showing the insurer, type of insurance, policy number, policy term, and limits.
  - b. The required certificates of insurance shall contain substantially the following statement:  
"The insurance covered by this certificate shall not be canceled or materially altered except after a thirty (30) day written notice has been received by the Risk Management Officer for the City of Roanoke."
  - c. The required certificates of insurance shall name the City of Roanoke, its officers, agents, volunteers, and employees as additional insureds except with regard to the workers' compensation and employers' liability coverages which shall contain a waiver of subrogation in favor of the City. Additional insured and waiver endorsements shall be received by Roanoke Risk Management from the insurer within 30 days of beginning of this contract.



**EXHIBIT 2 TO CONTRACT  
PREPARED FOOD & DELIVERY SERVICES**

**SCOPE OF WORK**

Parties agree that the School Board shall be responsible for the providing the City with items and services as described herein.

- A. School Board shall prepare USDA approved breakfasts and lunches for up to 20 sites throughout the City of Roanoke between mid June and late August of each year. Exact dates and amounts will be discussed prior to the start of each contract term.
- B. Meals shall be prepared and available for City pick-up Monday through Friday of each week the summer program is in effect.
- C. The City of Roanoke Parks and Recreation will coordinate with School Board the meal order based on participation enrollment at each site. A mutually agreed upon schedule of submitting meal orders will be established before the program begins.
- D. School Board shall prepare USDA approved breakfast and/or lunch for the follow sites located within the City of Roanoke. The City reserves the right to add/delete locations from this list at any time during the Contract term and any renewals.
  - 1. Apple Ridge Farm
  - 2. Eureka Center
  - 3. Villages at Lincoln
  - 4. Indian Rock Village
  - 5. Jamestown Place
  - 6. Lansdowne Park
  - 7. Preston Center
  - 8. Dominion Day Services
  - 9. Bluestone Park
  - 10. Intercept
  - 11. Hurt Park
  - 12. Blue Ridge Behavioral Health

DRS

7.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the acceptance of a Summer Food Program Grant from the Virginia Department of Education, and authorizing execution and attestation of any required documents on behalf of the City, in connection with such grant, under certain conditions.

BE IT RESOLVED by the Council of the City of Roanoke that:

1. The City Manager is hereby authorized on behalf of the City to accept from the Virginia Department of Education a Summer Food Program Grant in the amount of \$100,000, such funding to be used to fund partially the expense of providing for the nutritional needs of children and youth during the summer months through the City's Summer Nutrition Program, all of which is more particularly described in the City Council Agenda Report dated May 18, 2020, to City Council.

2. The City Manager and the City Clerk are hereby authorized to execute and attest, respectively, for and on behalf of the City, any and all requisite documents pertaining to the City's acceptance of the grant, such documents to be approved as to form by the City Attorney, and to furnish such additional information as may be required by the Virginia Department of Education in connection with the grant.

3. The City Manager is further authorized to take any further actions, and to execute any additional documents, approved as to form by the City Attorney, needed to implement and administer the Summer Food Program Grant.

ATTEST:

City Clerk.

MT

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Federal Government, through the Virginia Department of Education, for the Summer Food Program, amending and reordaining certain sections of the 2019-2020 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 certain sections of the 2019-2020 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Youth Activities	35-620-5202-2157	\$ 100,000
Revenues		
Summer Food Program FY20	35-620-5202-5202	100,000

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 18, 2020

**Subject:** NOAA Climate Program Office's Urban Heat Island Mapping Project

### **Background:**

The National Oceanic Atmospheric Administration's (NOAA) Climate Program Office has awarded the City of Roanoke participation in the 2020 Urban Heat Island Mapping project to conduct a scientific field mapping campaign within the City. NOAA, along with its partner, CAPA Strategies, LLC, trading as Climate Adaptation Planning Analytics, an Oregon limited liability company (CAPA) will plan, organize, provide data collection tools, analytics, and prepare the results from this project. The final report will be a geographically specific, scientific analysis of the impact of heat within City neighborhoods, identifying those areas that suffer from more intense heat due to the built environment.

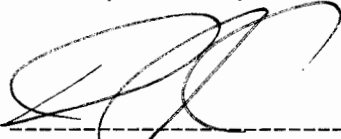
Urban heat island is defined as an urban area that is significantly warmer than its surrounding rural areas due to human activities. Escalating temperatures present a threat to respiratory health (particularly asthma), an increase in air pollution, impaired water quality, and increase greenhouse gas emissions (by higher demand for electricity). Those who are most vulnerable trend to suffer from these effects more intensely since many homes in Roanoke do not have air conditioning. The report will be used to identify the neighborhoods most at risk to target specific neighborhoods of concern. The results will be shared with relevant community programs, including TAP's Weatherization program, Carilion's community health initiative and the appropriate City departments.

### **Considerations:**

The City's participation in this project is contingent upon the City agreeing to (i) secure volunteers to assist in the compiling the data; (ii) assist in the planning and execute the study, by using the resources, tools, and support provided by CAPA; and (iii) provide a local match of \$2,500. The study has a \$10,000 value. Match funding will be provided from the Local Grant Match account.

**Recommended Action:**

Accept the NOAA Urban Heat Island Mapping services valued at \$10,000 to be provided by CAPA with respect to the City's participation in the project; provide local matching funds of \$2,500, as described above; and authorize the City Manager to execute a memorandum of understanding with CAPA and any related documents, including a memorandum of understanding with a local non-profit agency that will provide volunteers for the project; all such documents to be approved as to form by the City Attorney.



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Robert S. Cowell, Jr.  
City Manager

Distribution: Council Appointed Officers

Sherman M. Stovall, Assistant City Manager for Operations

Amelia C. Merchant, Director of Finance

Nell Boyle, Sustainability and Outreach Coordinator



7.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the 2020 Urban Heat Island Mapping Services to the City from the National Oceanic Atmospheric Administration's (NOAA) Climate Program Office; and authorizing execution of a memorandum of understanding with CAPA Strategies, LLC and any required documentation with a local non-profit agency that will provide volunteers for the project on behalf of the City.

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

1. The City of Roanoke does hereby accept the offer of participation in the 2020 Urban Heat Island Mapping Project from the National Oceanic Atmospheric Administration's (NOAA) Climate Program Office valued at \$10,000, with matching funds from the City of \$2,500, all as more particularly described in the City Council Agenda Report dated May 18, 2020.
2. The City Manager is hereby authorized to execute a Memorandum of Understanding with CAPA Strategies, LLC, and with a local non-profit agency that will provide volunteers for the project, all such documents to be approved as to form by the City Attorney.
3. The City Manager is further directed to furnish such additional information as may be required in connection with the City's participation in the 2020 Urban Heat Island Mapping Project.

ATTEST:

City Clerk.



## CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** May 18, 2020  
**Subject:** Amendment to Citizen Participation Plan

### Background:

The City of Roanoke receives entitlement funds from the United States Department of Housing and Urban Development (HUD). HUD requires each participating jurisdiction to adopt a Citizen Participation Plan (CPP) that sets forth the City's policies and procedures for citizen participation. The current CPP was approved by City Council on February 3, 2014 by Resolution No. 39855-020314. The CPP sets forth minimum time periods for citizen comment on proposals and amendments and methods for notifying the public of proposed changes. As a result of the COVID-19 pandemic disaster, HUD has notified participating jurisdictions that HUD will grant waivers to reduce citizen comment periods to 5 days and limit notification of citizen comment periods to electronic means during this disaster. HUD requires jurisdictions to adopt amendments to their CPP in order to facilitate this change.

### Considerations:

Reduction in the citizen comment periods and allowance of electronic notification during the COVID-19 pandemic disaster will allow the City to efficiently and effectively administer programs to assist citizens during this disaster. City administration proposes the adoption of a resolution to implement these changes.

### Recommended Action:

City Council approve the proposed resolution to amend the CPP with respect to citizen comment periods and the means of notification of citizen comments periods, and authorize the City Manager to submit a certified copy of the resolution to HUD.

Robert S. Cowell, Jr.  
 City Manager

**Distribution:** Council Appointed Officers  
 R. Brian Townsend, Assistant City Manager for Community Development  
 Amelia C. Merchant, Director of Finance  
 Keith Holland, Community Resources Administrator  
 David L. Collins, Assistant City Attorney

*Stallings*

7.a.3

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION amending all citizen comment periods set forth in the Citizen Participation Plan adopted February 3, 2014 (CPP) regarding the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program due to the COVID-19 pandemic emergency; allowing for notification of all such citizen comment periods through posting on the City website; and authorizing the City Manager to submit this amendment to HUD.

WHEREAS, HUD requires all grant recipients under the CDBG program to establish policies and procedures for citizen participation in the development of the locality's programs with respect to CDBG grants;

WHEREAS, City Council approved the CPP pursuant to Resolution No. 39855-020314, adopted February 3, 2014;

WHEREAS, the CPP includes citizen comment periods with respect to proposals to be submitted by the City and amendments thereto that exceed five (5) days and may be as long as thirty (30) days and notification of citizen comment periods by publication of a notice in a newspaper of general circulation within the City;

WHEREAS, HUD has been authorized to grant waivers and amendments to localities to citizen comment periods and allow citizen comment periods of five (5) days and limit notification of citizen comment periods through electronic means only due to the emergency created by the COVID-19 pandemic disaster;

WHEREAS, City administration recommends adoption of the resolution to allow the City the flexibility to initiate actions to apply for, receive, and use grants to address the needs of the



community in an effective and efficient manner during the emergency created by the COVID-19 pandemic disaster; and

WHEREAS, City administration has provided a five (5) day comment period from Saturday, May 9, 2020 through Friday May 15, 2020 to comment on the adoption of this resolution.

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

1. Notwithstanding any provision of the CPP to the contrary, all citizen comment periods set forth in the CPP are hereby amended and established to be five (5) days during the period of the COVID-19 pandemic disaster.

2. Notwithstanding any provision of the CPP to the contrary, notification of all citizen comment periods shall be made through posting of the notice on the City website and other means of electronic publication as determined by the City during the period of the COVID-19 pandemic disaster.

3. The amendments to the CPP established by this resolution shall expire upon notification from HUD that waiver of citizen comment procedures and modification of notice procedures are no longer in effect.

4. The City Manager shall submit a certified copy of this resolution to HUD.

5. This resolution shall be effective upon passage.

ATTEST:

City Clerk.



# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** May 18, 2020  
**Subject:** Huntington Boulevard Drainage and Pedestrian Improvements Project - Property Rights Acquisition

## Background:

The Huntington Boulevard Drainage and Pedestrian Improvements project includes the installation of pedestrian improvements and storm drain infrastructure in the general vicinity of the 400 and 500 blocks of Huntington Boulevard NE, and 3500 block of Oliver Road, NE.

This neighborhood suffers from inadequate drainage evidenced by standing water on road pavement and private property. There is no existing storm drain system along these streets and stormwater runoff collects on Oliver Road, Huntington Boulevard, and associated residential properties; flows along the edge of roadway asphalt pavement and through the front, side and backyard of private properties. Constructing the proposed storm drain system on Oliver Road and Huntington Boulevard would correct known drainage problems in this neighborhood.

## Considerations:

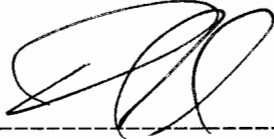
City Council action is necessary to authorize the acquisition of real property rights needed for the Huntington Boulevard Drainage and Pedestrian Improvements Project. The real property right needed is outlined below.

Funding for acquisition of the real property rights is available in the project account 08-530-9244, Huntington Boulevard Improvements.

Tax Map Parcel Number	Address	Owner	Required Property Rights
3181127	0 Huntington Boulevard NE	Frederick C. Murray	Permanent Drainage Easement

**Recommended Action:**

Authorize the acquisition of any real property rights needed to construct the proposed Huntington Boulevard Drainage and Pedestrian Improvements Project, including but not limited to the specific property rights identified in this City Council Agenda Report, by negotiation and execution of the appropriate acquisition documents by the City Manager, such documents to be approved as to form by the City Attorney.



-----  
Robert S. Cowell, Jr.  
City Manager

Distribution: Council Appointed Officers  
Sherman M. Stovall, Assistant City Manager for Operations  
Robert K. Bengtson, P. E., Director of Public Works  
Luke Pugh, P.E., City Engineer

DK

7.a.4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE providing for the acquisition of real property rights needed by the City in connection with the Huntington Boulevard Site 5 Drainage and Pedestrian Improvements Project (Project); authorizing City staff to acquire such property rights needed by the City for the Project by negotiation; authorizing the City Manager to execute appropriate acquisition documents; and dispensing with the second reading of this Ordinance by title.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The City wants and needs certain real property rights, to include easement acquisitions, and such other real property interests including, and not limited to, fee simple interests, as needed for the Project, as set forth in the City Council Agenda Report dated May 18, 2020, located in the general vicinity of the 400 and 500 blocks of Huntington Boulevard N.E., and 3500 block of Oliver Road, N.E. The property interests to be acquired will be used to construct a proposed storm drain system on Oliver Road and Huntington Boulevard, N.E., to correct drainage problems in this neighborhood, as set forth in the above mentioned City Council Agenda Report. The proper City officials and City staff are hereby authorized to acquire by negotiation for the City the necessary real property interests and appropriate ancillary rights with respect to the real property parcels referred to in the above mentioned City Council Agenda Report, and any other real property interests needed for the Project. All requisite documents shall be approved as to form by the City Attorney.

2. The City Manager is further authorized to execute appropriate acquisition documents for the above mentioned property interests, and such other real property interests needed for the Project, for such consideration as deemed appropriate for the necessary property

interests, provided, however, the total consideration offered or expended, including costs, title search fees, appraisal costs, recordation fees, and other related costs shall not exceed the funds available in the Project's account for such purposes, without further authorization of Council. Upon the acceptance of any offer and upon delivery to the City of appropriate acquisition documents, approved as to form by the City Attorney, the Director of Finance is authorized to pay the respective consideration to the owner of the real property interest conveyed, certified by the City Attorney to be entitled to the same.

3. 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.



B.a.

**ROANOKE CITY  
PUBLIC SCHOOLS**

Strong Students. Strong Schools. Strong City.

School Board

*Mark K. Cathey*  
Chairman

*Lutheria H. Smith*  
Vice Chairman

*William B. Hopkins, Jr.*  
*Elizabeth C. S. Jamison*  
*Laura D. Rottenborn*  
*Joyce W. Watkins*  
*Dick Willis*

*Dr. Rita D. Bishop*  
Superintendent

*Cindy H. Poulton*

May 18, 2020

The Honorable Sherman P. Lea, Sr., Mayor  
and Members of Roanoke City Council  
Roanoke, VA 24011

Dear Mayor Lea and Members of Council:

As a result of official School Board action on Tuesday, May 12, 2020,  
the Board respectfully requests that City Council approve the  
following revised appropriation request:

<u>Revised Appropriation</u>	<u>Additional Award</u>
School Security Equipment Grant 2018-19	\$5,206.25

On behalf of the School Board, thank you for your consideration.

Sincerely,

Cindy H. Poulton  
Clerk

pc: Dan Callaghan  
Bob Cowell  
Amelia Merchant  
Mark K. Cathey

Rita D. Bishop  
Kathleen Jackson  
Mary Talley (w/details)



# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** May 18, 2020  
**Subject:** School Board Appropriation Request

## Background:

As the result of official Roanoke City School Board action at its May 12, 2020 meeting, the Board respectfully requested that City Council appropriate funding as outlined in this report.

Revised Appropriation request for the School Security Equipment Grant 2018-19. This grant award supports the purchase of security equipment to improve and help ensure the safety of students attending public schools in Virginia. Specifically, Roanoke City Public Schools has received funding to assist with upgrades to its existing two-way analog campus radios for five schools: Crystal Spring Elementary, Fairview Elementary, Grandin Court Elementary, Monterey Elementary, and Virginia Heights Elementary. Grant expenses will be paid on a reimbursement basis out of state funds and through the 25% required local match. This appropriation aligns the total with the revised award amount. This program will be reimbursed by state funds and will end June 18, 2020.

## Recommended Action:

We recommend that Council concur with this report of the School Board and adopt the attached budget ordinance to establish revenue estimates and to appropriate funding as outlined.

---

Robert S. Cowell, Jr.  
City Manager

**Distribution:** Council Appointed Officers  
Rita D. Bishop, Superintendent, RCPS  
Dan Lyons, Assistant Superintendent for Operations, RCPS  
Kathleen M. Jackson, Chief Financial Officer, RCPS  
Amelia C. Merchant, Director of Finance

MT

B.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from federal and Commonwealth grants for various educational programs, amending and reordaining certain sections of the 2019-2020 School 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 2019-2020 School Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Equipment	302 - 253 - 0000 - 0000 -- 375N - 68300 - 48821 - 9 - 00	5,206.25
Revenues		
Local Match	302 - 000 - 0000 - 0000 - 375N - 00000 - 32400 - 0 - 00	1,041.25
State Grant Receipts	302 - 000 - 0000 - 0000 - 375N - 00000 - 72000 - 0 - 00	4,152.00

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.



*Spally*

*10.a.*

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE ratifying and approving the suspension of fares for transit services provided by Greater Roanoke Transit Company (GRTC) d/b/a Valley Metro; authorizing further extension of this suspension to a date not later than June 30, 2020; authorizing the reinstatement of fares upon the expiration of the suspension,; authorizing the City Manager to take certain actions; and dispensing with the second reading of this ordinance by title.

WHEREAS, on March 12, 2020, Governor Ralph S. Northam declared a state of emergency throughout the Commonwealth of Virginia as a result of the disaster created by the COVID-19 pandemic;

WHEREAS, on March 13, 2020, President Donald J. Trump declared a national state of emergency as a result of the COVID-19 pandemic;

WHEREAS, on March 16, 2020, Robert S. Cowell, Jr., City Manager, as the Director of Emergency Management, declared a state of emergency within the City, and City Council confirmed this declaration with the adoption of Resolution No. 41699-031620;

WHEREAS, federal, state, and local health officials urge implementation of measures to eliminate gatherings and establish social distancing to address the COVID-19 pandemic;

WHEREAS, pursuant to City Code § 34-22, City Council shall, from time to time, establish fares to be charged by GRTC;

WHEREAS, by Ordinance No. 41705-032720 adopted March 27, 2020, City Council approved the suspension of all fares for all transit services provided by GRTC from March 27, 2020 through and including April 24, 2020;

WHEREAS, by Ordinance No. 41725-050420 adopted May 4, 2020, City Council further approved the suspension of all fares for all transit services provided by GRTC from May 4, 2020 through May 15, 2020;

WHEREAS, on May 8, 2020, Governor Northam issued Executive Order Number Sixty-One to ease restrictions on certain businesses, continue restrictions on certain recreational and entertainment businesses, public and private in-person gatherings, public beaches, and schools, and provide guidance and best practices for citizens of Virginia as the Commonwealth moves carefully and safely live and work in the midst of the COVID-19 pandemic disaster;

WHEREAS, management of GRTC has determined to continue the suspension of all fares for all transit services through May 31, 2020, subject to change or further extensions; and

WHEREAS, City Council finds that suspension of transit fares is an important tool in implementing safety precautions such as social distancing for the protection of all passengers.

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

1. City Council ratifies and approves the extension of the suspension of all fares for transit services provided by GRTC from May 16, 2020 through and including May 31, 2020.

2. City Council authorizes the reinstatement of fares for all transit services by GRTC prior to May 31, 2020, as determined by GRTC management. The General Manager shall provide written notification of such decision to the City Manager at least one (1) day prior to the date on which the reinstatement of fares for all transit services is to take effect.

3. City Council further authorizes further extensions of the suspension of fares for transit services for a period not later than June 30, 2020, as determined by GRTC management. Written notification of the decision to extend the suspension of fares for all transit services shall

be provided by the General Manager of GRTC to the City Manager at least one (1) day prior to the date of such extension.

4. Absent further action by City Council, fares for all transit services provided by GRTC shall be reinstated upon expiration of the period of suspension as provided in the ordinance.

5. The City Manager is authorized to take any actions necessary to implement, accomplish, and effectuate the suspension of all fares for transit services provided by GRTC from May 16, 2020 through May 31, 2020, subject to termination of such suspension prior to May 31, 2020, or extension of this suspension to a date not later than June 30, 2020, as set forth in this ordinance.

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

7. This ordinance shall be effective upon passage.

ATTEST:

City Clerk.



**ROANOKE CITY COUNCIL  
REGULAR SESSION**

**MAY 18, 2020  
2:00 P.M.**

**CITY COUNCIL CHAMBER**

**AGENDA**

**PARTICIPATION BY ELECTRONIC COMMUNICATIONS PURSUANT TO  
AMENDMENT 28 TO HB29, SECTION 2.2-3708.2 (A),  
CODE OF VIRGINIA (1950), AS AMENDED,  
ORDINANCE NO. 41703-032720; AND  
RESOLUTION NO. 41704-032720.**

*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 Mayor Sherman P. Lea, Sr.

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

Welcome. Mayor Lea.

**NOTICE:**

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, May 21 at 7:00 p.m., and Saturday, May 23 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.

**2. PRESENTATIONS AND ACKNOWLEDGEMENTS: NONE.**

**3. HEARING OF CITIZENS UPON PUBLIC MATTERS:**

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

**Based upon Executive Order Number Fifty-One, issued by Governor Northam on March 12, 2020, Amended Executive Order Number Fifty-Three on April 15, 2020, Executive Order Number Fifty-Five, issued by Governor Northam on March 30, 2020 and as amended Executive Order Number Sixty-One issued by Governor Northam on May 8, 2020, Amendment 28 to HB29 (adopted April 22, 2020), Virginia Code Section 2.2-3708.2 (A), Virginia Code Section 15.2-1413, Ordinance No. 41703-032720, and Resolution No. 41704-032720, City Council will be conducting this regular session of City Council by electronic communication means without a quorum of City Council physically present in Council Chamber and without the presence of members of the public in the City Council Chamber.**

**In order to afford citizens an opportunity to provide comments to City Council during the COVID-19 pandemic disaster, citizens wishing to address the Council during this regular session of City Council conducted by electronic communication means were instructed to sign-up by emailing or by calling the City Clerk's Office at [clerk@roanokeva.gov](mailto:clerk@roanokeva.gov) and (540) 853-2541, by 12:00 p.m., on May 18.**

**Those citizens, who have signed up to speak before the Council, have been provided the Zoom meeting information and will be allowed to join the meeting and address City Council by electronic communication means.**

**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 A communication from the City Attorney requesting that Council convene in a Closed Meeting for consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, pursuant to Section 2.2 -3711 (A)(7), Code of Virginia (1950), as amended.

RECOMMENDED ACTION: Concur in the request.

**REGULAR AGENDA:**

**5. PUBLIC HEARINGS: NONE.**

**6. PETITIONS AND COMMUNICATIONS:**

a. Request of the Roanoke Valley Resource Authority to present its proposed 2020 - 2021 Annual Budget. Daniel D. Miles, Chief Executive Officer, Spokesperson. (Sponsored by the City Manager)

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

a. CITY MANAGER:

BRIEFINGS:

- Recommended Fiscal Year 2020 – 2021 Budget - 60 minutes
- Presentation on refinancing of Regional Industrial Facility Bonds - 15 minutes

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance of the Summer Food Program Grant from the Virginia Department of Education.
2. Acceptance of the 2020 Urban Heat Island Mapping Grant from the National Oceanic Atmospheric Administration's Climate Program Office to conduct a scientific field mapping campaign.
3. Amendment to the Virginia Department of Housing and Urban Development's Citizen Participation Plan due to COVID-19.
4. Acquisition of real property rights in connection with the Huntington Boulevard Drainage and Improvements Project.

**COMMENTS OF THE CITY MANAGER.**

**8. REPORTS OF COMMITTEES:**

- a. A report of the Roanoke City School Board requesting appropriation of funds for various educational programs; and a report of the City Manager recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson.

**9. UNFINISHED BUSINESS: NONE.**

**10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:**

- a. An ordinance to ratify and approve the extension of the suspension of fares for transit services provided by Greater Roanoke Transit Company (GRTC), d/b/a Valley Metro.

**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. RECESS.**

**CERTIFICATION OF CLOSED MEETING.**

**RECONVENE AT 5:00 P.M. TO CONDUCT THE FOLLOWING APPLICANT FORUM IN CONNECTION WITH ROANOKE CITY SCHOOL BOARD UPCOMING VACANCIES, EFFECTIVE JULY 1, 2020.**

### **SCHOOL BOARD APPLICANTS:**

**Grace K. Church  
Justin A. Hunts  
Elizabeth C. S. Jamison  
Cheryl M. Mosley  
Natasha N. Saunders  
James W. Settle  
Katrina R. Wood**

## **13. RECESS.**

**THE COUNCIL MEETING WILL STAND IN RECESS UNTIL 7:00 P.M., IN THE COUNCIL CHAMBER, ROOM 450, NOEL C. TAYLOR MUNICIPAL BUILDING.**





**ROANOKE CITY COUNCIL  
REGULAR SESSION**

**MAY 18, 2020  
7:00 P.M.**

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

**AGENDA**

**PARTICIPATION BY ELECTRONIC COMMUNICATIONS PURSUANT TO  
AMENDMENT 28 TO HB29, SECTION 2.2-3708.2 (A),  
CODE OF VIRGINIA (1950), AS AMENDED,  
ORDINANCE NO. 41703-032720; AND  
RESOLUTION NO. 41704-032720.**

**Call to Order--Roll Call.**

The Invocation will be delivered by Mayor Sherman P. Lea, Sr.

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

Welcome. Mayor Lea.

**NOTICE:**

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## **A. PUBLIC HEARING:**

1. Receive views of citizens regarding appointment of two Roanoke City School Board Trustees for three-year terms of office, each, commencing on July 1, 2020. The candidates are Grace K. Church, Justin A. Hunts, Elizabeth C.S. Jamison, Cheryl M. Mosley, Natasha N. Saunders, James W. Settle and Katrina R. Wood.

## **B. HEARING OF CITIZENS UPON PUBLIC MATTERS:**

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

**Based upon Executive Order Number Fifty-One, issued by Governor Northam on March 12, 2020, Amended Executive Order Number Fifty-Three on April 15, 2020, Executive Order Number Fifty-Five, issued by Governor Northam on March 30, 2020 and as amended by Executive Order Number Sixty-One issued by Governor Northam on May 8, 2020, Amendment 28 to HB29 (adopted April 22, 2020), Virginia Code Section 2.2-3708.2 (A), Virginia Code Section 15.2-1413, Ordinance No. 41703-032720, and Resolution No. 41704-032720, City Council will be conducting this regular session of City Council by electronic communication means without a quorum of City Council physically present in Council Chamber and without the presence of members of the public in the City Council Chamber.**

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Those citizens, who have signed up to speak before the Council, have been provided the Zoom meeting information and will be allowed to join the meeting and address City Council by electronic communication means.

## **C. RECESS.**

**THE COUNCIL MEETING WILL STAND IN RECESS UNTIL THURSDAY, MAY 28, 2020, IN THE COUNCIL CHAMBER, FOR THE PURPOSE OF CONDUCTING PUBLIC HEARINGS ON THE CITY OF ROANOKE RECOMMENDED FISCAL YEAR 2020 - 2021 BUDGET AT 7:00 P.M.; PROPOSED REAL PROPERTY TAX INCREASE AT 7:10 P.M.; AND THE RECOMMENDED 2020 - 2021 HUD FUNDS BUDGET AND 2020 - 2021 ANNUAL UPDATE TO THE 5-YEAR CONSOLIDATED PLAN AT 7:20 P.M.**