

INTRODUCED: June 22, 2026

AN ORDINANCE No. 2026-161

To amend Ord. No. 2026-063, adopted May 11, 2026, which adopted the Fiscal Year 2026-2027 Special Fund Budget and made appropriations pursuant thereto, by transferring \$480,000.00 from the Department of Fire and Emergency Services Special Fund, and to amend Ord. No. 2026-065, adopted May 11, 2026, which accepted a program of proposed Capital Improvement Projects for Fiscal Year 2026-2027 and the four fiscal years thereafter, adopted a Capital Budget for Fiscal Year 2026-2027, and determined a means of financing the same, by appropriating \$480,000.00 of such transferred funds to the Department of Fire and Emergency Services’ “Fire Training Facility Burn Tower Replacement” project in the Capital Investment Opportunities category for the purpose of constructing the City’s burn building to enhance the safety of fire service personnel while conducting live fire training.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUL 27 2026 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That Article I, Section 2 of Ordinance No. 2026-063, adopted May11, 2026, which adopted the Special Fund Budget for the fiscal year commencing July 1, 2026, and ending June 30, 2027, is hereby amended by transferring \$480,000.00 from the Department of Fire and Emergency Services Special Fund for the purpose of constructing the City’s burn building to enhance the safety of fire service personnel while conducting live fire training.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

§ 2. That Ordinance No. 2026-065, adopted May 11, 2026, which accepted a program of proposed Capital Improvement Projects for the fiscal year commencing July 1, 2026, and ending June 30, 2027, and the four fiscal years thereafter, adopted a Capital Budget for the fiscal year commencing July 1, 2026, and ending June 30, 2027, and determined a means of financing the same, be and is hereby amended by appropriating funds in the amount \$480,000.00 transferred by section 1 of this ordinance to the Department of Fire and Emergency Services' "Fire Training Facility Burn Tower Replacement" project in the Capital Investment Opportunities category for the purpose of the constructing the City's burn building to enhance the safety of fire service personnel while conducting live fire training.

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

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O&R REQUEST

DATE: _____ **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Tanikia Jackson, DCAO for Finance and Administration

THROUGH: Letitia Shelton, Director of Finance

THROUGH: Meghan Brown, Director of Budget and Strategic Planning

FROM: Jeffrey Segal, Chief of Fire

RE: Reallocation of Live Fire Training Structure Award to the Capital Projects Fund

ORD. OR RES. No. _____

PURPOSE: To transfer \$480,000.00 in unexpended grant award funds for the reconstruction of the Department of Fire and Emergency Services' live fire training structure (the burn building) from the FY 2022-23 Special Fund to the FY 2026-2027 Capital Projects Fund to conform to the accounting treatment required for capital construction projects.

BACKGROUND: This ordinance authorizes the transfer of \$480,000.00 previously appropriated under Ordinance No. 2022-272 in the Fiscal Year 2022-2023 Special Fund to the Capital Projects Fund for Fiscal Year 2026-2027 and appropriates that sum to the Department of Fire's "Fire Training Facility Burn Tower Replacement" project in the Capital Investment Opportunities category. The funds will support the construction of a new live fire training facility, also known as the burn building, at the City of Richmond's Fire Training Academy.

The burn building will be used by the Department of Fire to conduct live fire training for recruits and incumbent personnel, providing a controlled environment essential to firefighter safety, certification, and operational readiness. Replacement of the existing structure is necessary to maintain the Department's training capacity and to meet current standards for live fire training facilities. The existing structure has been compromised since 2018, and the Virginia Department of Fire Programs ruled that the fire training tower component of the building was unsafe in that year.

The live fire training structure grant award addressed by this ordinance was received in 2022 from the Virginia Department of Fire Programs. The grant's acceptance was approved through Ordinance No. 2022-272 for this purpose, and the award letter signed by then CAO Lincoln

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Saunders. That ordinance allocated these funds to the Special Fund. Subsequent review identified that accounting standards reflected in the City's Annual Comprehensive Financial Report (ACFR) require that capital construction funds of this nature be appropriated to the Capital Projects Fund.

This ordinance would relocate the appropriation to the Capital Projects Fund, which is the appropriate accounting vehicle for capital construction projects.

No new funding source is required, and the action is budget-neutral with respect to the General Fund. The grantor does not require a match from other funds. No grant funds have yet been expended. The award is reimbursement-based. Fire has been granted an extension of the period of performance through January 1, 2029 to complete the work once sufficient additional funds become available to allow for construction of the new structure.

COMMUNITY ENGAGEMENT: The Fire Department has not performed additional community engagement for this grant as it funds activities about which the Fire Department already regularly informs the community.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:

FISCAL IMPACT: This ordinance reallocates \$480,000.00 previously appropriated for the rebuild of the live fire training structure from the Special Fund to the Capital Projects Fund.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: June 22, 2026

CITY COUNCIL PUBLIC HEARING DATE: July 27, 2026

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Planning Commission

AFFECTED AGENCIES: Department of Fire and Emergency Services, Department of Finance, Department of Budget and Strategic Planning

RELATIONSHIP TO EXISTING ORD. OR RES.:

This ordinance amends Ord. No. 2022-272, which appropriated this award to the FY 2023 Special Fund, and Ord. No. 2026-065, the FY 2026-2027 Capital Budget, to reallocate \$480,000.00 to the

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FY 2026-2027 Capital Projects Fund from the FY 2022-2023 Special Fund for the burn building replacement.

ATTACHMENTS:

Ord. No. 2022-272

Ord. No. 2026-065

Live Fire Grant Award Letter, signed by then CAO Lincoln Saunders

Extension Letter of December 2025

STAFF:

Fire Chief Jeffrey Segal, 804-646-5451;

Jeff Gray, Fire Business Manager, Fire and Emergency Services, 804-646-2127;

Gregory Irving, Grant Coordinator, Fire and Emergency Services, 804-646-5442



COMMONWEALTH of VIRGINIA

Brad Creasy
EXECUTIVE DIRECTOR

Nicholas Nanna
DEPUTY DIRECTOR

Virginia Department of Fire Programs

Theresa Hunter
Chief of Administration

December 3, 2025

Bailey Martin
City of Richmond, Deputy Chief of Administration
201 East Franklin Street
Richmond, VA 23219

Dear Chief Martin:

The Virginia Fire Service Board approved a two-year no cost extension to your Burn Building Grant Project at the December 2, 2025, Board meeting.

Your new project deadlines are as follows:

- Completion of a valid building permit and begin construction by **January 1, 2028.**
- The new project completion date is now **January 1, 2029.**

In accordance with the Live Fire Training Structure Grant Policy, concurrent with the submission of the valid building permit, the grant recipient will also provide VDFP with two (2) copies of construction building drawings, including specifications. The full grant policy with all requirements can be found at <https://www.vafire.com/grants-and-local-aid/burn-building-grants/>.

If you have any questions, feel free to contact me at my office 804-249-1954 or via email at Deshaun.Steele@vdfp.virginia.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Deshaun Steele Jr.', written over a light blue circular stamp.

Deshaun Steele Jr.
Grants Analyst

Cc: Gregory Irving

VIRGINIA FIRE SERVICE GRANT PROGRAM AGREEMENT

Grant for Constructing or Repairing Burn Building or Fire Service Training Facilities

Statutory Authority: §38.2-401 of the *Code of Virginia*

This Grant Agreement, made as of the 1 day of July 2022, by and among the VIRGINIA DEPARTMENT OF FIRE PROGRAMS (the "Department"), acting as authorized on behalf of the Virginia Fire Services Board (the "Board"), and City of Richmond, (the "Grantee"), governs the distribution and use of Fire Services Grant Program moneys, as provided for in §38.2-401 (D) of the *Code of Virginia*.

WHEREAS, §38.2-401 (D) of the *Code of Virginia*, authorizes the Board to determine the distribution of grants to provide regional fire services training facilities; to finance the Virginia Fire Incident Reporting System; and to build or repair Burn Buildings; and

WHEREAS, the Grantee has submitted an application for a grant from the Fire Services Grant Fund Program to assist in funding the construction of or repair to a burn building, or funding the construction of or repair to a regional fire service training facility, City of Richmond Burn Building together with plans, specifications and project narrative for such project, more specifically described in Attachment A hereto (the "Project"); and

WHEREAS, the Board has approved the Project and has authorized the Department to act on its behalf in the distribution and administration of grants;

NOW, THEREFORE, pursuant to the authority granted to the Board and Department by §38.2-401 (D) of the *Code of Virginia*, and in consideration of the Grantee's adoption and ratification of the representations, terms and conditions as herein provided, and benefits to accrue to the Commonwealth and public from the accomplishment of this Project, the department offers a grant of \$ 480,000.00 to pay eligible Project cost subject to the terms and conditions listed below:

- 1 These funds shall be disbursed by the Department to the Grantee after the Agreement has been signed.
- 2 These funds shall be deposited in an interest-bearing account or normal risk and with a demand restriction, if any, not exceeding 30 calendar days until they are needed. The Grantee must be able to account for both the principle and the interest amounts. Any unused funds, including interest, shall be returned to the Department.
- 3 Unless an extension has been granted by the Department, the construction and/or repair tasks shall be completed, and all documentation pertaining to such activities shall be submitted to the Department on or before 12 months after the grant funds have been disbursed.
- 4 The Department may grant an extension of up to three months beyond the 12 month period to complete the construction and/or repairs, and to submit documentation. Any extension beyond three months must be submitted to the Virginia Fire Services Board for approval.

- 5 The Grantee agrees to carry out and complete all phases of the Project strictly in accordance with the plans, specifications and project narrative. The plans, specifications and project narrative may only be revised or modified with the Board or Department's prior written approval. The Grantee agrees to allow the Board representative access to the Project at all reasonable times to verify compliance with the approved plans, specifications and project narrative.
- 6 The Grantee agrees that no construction or repair work shall commence until the following types of insurance are in place for entities performing any such work, including subcontractors, and these types of insurance shall be maintained at all times while construction or repair work is being performed: (a) an All Risk Builders Risk Property insurance policy based on the completed value of all such work, with exclusions for design errors or defects removed by policy endorsement, and the locality shall be named additional insured in such policy; (b) a Workers' Compensation and Employer's Liability insurance policy covering all workers or employees engaged in such work, and, in case any such work is sublet, each subcontractor shall, similarly, provide Workers' Compensation and Employer's Liability Insurance for all of the subcontractor's workers or employees who are engaged in the work, and in amounts not less than the minimums required by the Code of Virginia and other applicable laws and regulations; (c) a Comprehensive Commercial General Liability insurance policy that provides a minimum level of \$500,000 combined single limit per occurrence, and the locality shall be named as an additional insured party in such policy; and (d) a Comprehensive Automobile Liability insurance policy that will insure against claims for property damage that may arise from the operation of motor vehicles associated with the construction or repair work, with a minimum level of \$500,000 combined single limit per occurrence. Before the commencement of any work, the locality must submit to the VDFP a Certificate of Coverage or Certificate of Insurance indicating that these types of insurance are in effect. All insurance shall be provided by insurers who are licensed to provide insurance in the Commonwealth of Virginia.
- 7 The Grantee agrees to operate and maintain the Project, now existing or built in whole or in part as a result of the Project, as a training facility for a period of 20 years from completion of this Project.
- 8 The Grantee agrees to operate, maintain and use the Project in accordance with the policies adopted by the Board, as amended from time to time.
- 9 Subject to lawful appropriation, the Grantee agrees to repay to the Department a sum which is equal to the pro-rata share (computed monthly) of all monies received under this Grant Agreement based on the period of operation and maintenance as specified in paragraph 7 above in the event that the Project ceases to be available for such specified training purposes prior to the expiration of such period, if such change in availability is due to an act or omission within the sole and direct control of the Grantee.
- 10 Grantee hereby agrees that the Project shall be maintained and operated at all times in a manner designed to prolong the useful life of the Project and that no condition will be allowed to exist that will, or is likely to, lead to a shorter than expected useful life for the Project. The Grantee further agrees to ensure appropriate encroachment factors of surrounding land for a period of 5 years from the completion date of the Project.

11 The Grantee represents to the Department that (a) its authorized representative whose signature appears below has read and understands the referenced provisions of the Code of Virginia and the Board's policy entitled "VFSB Burn Building Policy: Fire Service Grant Program. Grant Awards to Construct, Renovate, or Repair Burn Buildings throughout the Commonwealth", adopted thereunder, as amended from time to time, which are hereby incorporated into this Grant Agreement by reference in its entirety; (b) it agrees to comply with all applicable provisions of the Code of Virginia, including if appropriate, the Virginia Public Procurement Act that governs construction of public facilities by private entities. (c) It is duly authorized to enter into this Grant Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.

12 This grant will be fully liquidated in public benefits to the Commonwealth, 20 years from the completion date of the Project and the Grantee shall have no further financial obligation to the Commonwealth under this Grant Agreement upon the expiration of such time.

13 To the extent permitted by law, the Grantee shall retain title to the Project and underlying land, and the Grantee shall not release or transfer title without first receiving written approval from the Board prior to such release, which approval shall not be unreasonably withheld.

14 The Grantee agrees to retain all books, records and other documents relative to expenditures of Grant Funds for five years from the completion date of the Project. The Board, the Department and/or State auditors shall have full access to and the right to audit any of these records during the above-referenced period.

15 The Department shall be bound hereunder only to the extent of the Fire Services Grant Funds available or which may hereafter become available for the purpose of this Grant Agreement.

16 This writing constitutes the entire Grant agreement between the parties, supersedes any existing agreement among the parties hereto relative to the matters contained herein, and may be modified only by written amendment executed by all parties.

17 This agreement shall in all respects be governed by the laws of the Commonwealth of Virginia without regard to the legislative or judicial conflict of laws rules of any state.

18 If any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, it shall not render the remaining portions of this Grant Agreement void or unenforceable.

19 This Grant Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

20 When any written notice or report is required or may be given hereunder, it will be deemed sufficient if the party giving such notice, request, or report delivers the same to the other party by U.S. mail, postage prepaid, or by other superior mailing, or by hand delivery. All notices, request, demands or reports delivered by mail or by hand will be deemed to have been given when received by any party hereto at the following addresses:

Grantee: Such office or mailing address as stated on the Point of Contact Form attached hereto or to such other address of which the Grantee has notified the other parties hereto in writing.

Agency and Board: Virginia Department of Fire Programs
Attn: Burn Building Grant Administration
1005 Technology Park Drive
Glen Allen VA 23059-4500

or to such other address of which the Department has notified the Grantee in writing.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Grant Agreement as of the date first above written, intending to be bound thereby.

DEPARTMENT OF FIRE PROGRAMS

BY:  8-9-22
Signature of Authorized Representative Date

Name: _____
Title: **THERESA HUNTER**
BUDGET AND GRANTS MANAGER

GRANTEE

The Grantee, City of Richmond does hereby accept and ratify all terms, conditions and agreements contained in this Grant Agreement and does hereby accept the grant and by such acceptance agrees to all of the terms and conditions hereof.

BY:  8-3-22
Signature of Authorized Representative Date

Name: Lincoln Saunders
Title: Chief Administrative Officer