

INTRODUCED: September 25, 2023

AN ORDINANCE No. 2023-276

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an ARPA Grant Agreement – Highland Grove Development Area between the City of Richmond and the Better Housing Coalition, for the purpose of facilitating the completion of infrastructure for the Highland Grove Redevelopment Phase I project.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: OCT 10 2023 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

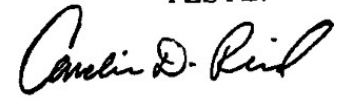
§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute an ARPA Grant Agreement – Highland Grove Development Area between the City of Richmond and the Better Housing Coalition, for the purpose of facilitating the completion of infrastructure for the Highland Grove Redevelopment Phase I project. The ARPA Grant Agreement – Highland Grove Development Area shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: OCT 10 2023 REJECTED: _____ STRICKEN: _____

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

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Amelia D. Reed". The signature is written in a cursive style with a large initial 'A'.

City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2023-1599

File ID: Admin-2023-1599 **Type:** Request for Ordinance or Resolution **Status:** Regular Agenda

Version: 1 **Reference:** **In Control:** City Clerk Waiting Room

Department: Housing And Community Development **Cost:** **File Created:** 09/07/2023

Subject: Ordinance Summary **Final Action:**

Title:

Internal Notes: Request for an Amendment to Re-appropriate and Transfer ARPA Funding from Richmond Redevelopment and Housing Authority to Better Housing Coalition for the Highland Grove Redevelopment Infrastructure Project

Code Sections: **Agenda Date:** 09/25/2023

Indexes: **Agenda Number:**

Patron(s): **Enactment Date:**

Attachments: Attachment A-Highland Grove, Attachment B Highland Grove Revised Package for CC final - AATF **Enactment Number:**

Contact: **Introduction Date:**

Drafter: Michelle.Peters@rva.gov **Effective Date:**

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/7/2023	Sherrill Hampton	Approve	9/8/2023
1	2	9/7/2023	Alecia Blackwell - FYI	Notified - FYI	
1	3	9/8/2023	Sharon Ebert	Approve	9/12/2023
1	4	9/8/2023	Jason May	Approve	9/12/2023
1	5	9/8/2023	Sheila White	Approve	9/12/2023
1	6	9/8/2023	Cynthia Osborne - FYI	Notified - FYI	
1	7	9/8/2023	Sabrina Joy-Hogg	Approve	9/12/2023
1	8	9/8/2023	Caitlin Sedano - FYI	Notified - FYI	
1	9	9/8/2023	Lincoln Saunders	Approve	9/19/2023
1	10	9/15/2023	Mayor Stoney	Approve	9/12/2023

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2023-1599

O&R REQUEST

DATE: August 28, 2023 **EDITION:** 1

TO: The Honorable Members of the City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, Deputy Chief Administrative Officer, Finance and Administration

THROUGH: Sheila D. White, Director, Department of Finance

THROUGH: Jason P. May, Director, Department of Budget and Strategic Planning

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

FROM: Sherrill Hampton, Director
Department of Housing and Community Development

RE: **The State and Local Fiscal Recovery Funds Under the American Rescue Plan Act (ARPA) - Request for An Amendment to Re-appropriate and Transfer ARPA Funding from the Richmond Redevelopment & Housing Authority to Better Housing Coalition for the Highland Grove Redevelopment Infrastructure Project**

ORD. OR RES. No.

PURPOSE: This O&R request is to amend Ordinance No. 2021-291 (see **Attachment A**) adopted on October 25, 2021, to re-appropriate and transfer the \$5,500,000 of ARPA funding for the Highland Grove Redevelopment Infrastructure Project from the Richmond Redevelopment & Housing Authority (“RRHA”) to the Better Housing Coalition (“BHC”) in accordance with the ARPA Spending Plan and authorize the Chief Administrative Officer to develop and execute all documents necessary to do so based on the proposed re-appropriation. The proposed agreement between the City of Richmond and BHC is included as **Attachment B**.

REASON: On October 25, 2021, the City Council approved the appropriation of \$5,500,000 of ARPA funding to RRHA for the Highland Grove Redevelopment Infrastructure Project. RRHA selected BHC as the Master Developer to do the infrastructure work and the construction of 122 new for-sale affordable housing units. RRHA transferred the property to BHC in October 2022 and

currently only has a fiduciary responsibility as it relates to the Capital Improvement Program funding awarded by the City in 2016-2017. In addition, given the City's affordable housing crisis, the City, RRHA, and BHC want to expedite the construction and production of new affordable units by streamlining agreement and approval processes. As part of this streamlining and the fact that RRHA no longer owns the property, the City is requesting that the \$5,500,000 of ARPA funding be re-appropriated and transferred from RRHA to BHC for the Highland Grove Redevelopment Infrastructure Project.

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RECOMMENDATION: Approval of the proposed amendment and agreement is recommended.

BACKGROUND:

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program.

Ordinance 2021-291 authorized the Chief Administrative Officer to accept the first tranche of the American Rescue Plan Act of 2021, H.R. 1319, 117th Cong., 1st Sess. (2021-2022) funds in the amount of \$77,439,914.00 from the United States Department of the Treasury for the purpose of funding the City's efforts to recover from the economic and health effects of the COVID-19 pandemic in accordance with the American Rescue Plan Act of 2021, H.R. 1319, 117th Cong., 1st Sess. (2021-2022).

Ordinance 2021-291 Amended Ordinance 2021-042, adopted May 24, 2021, which adopted the FY2022 Capital budget by appropriating \$28,300,000 for the creation and implementation of eight (8) capital projects in accordance with the ARPA Spending Plan. Highland Grove Redevelopment Infrastructure Project is one of the capital projects designated to receive \$5,500,000 for the installation of infrastructure at the project site for the construction of new affordable housing units.

On April 26, 2021, RRHA selected Better Housing Coalition ("BHC") as the Master Developer and entered into an Agreement with BHC stipulating that BHC would acquire parcels from RRHA to construct 122 new affordable for-sale residential units in four (4) phases. The project was re-configured into two (2) phases. BHC coordinating with RRHA has been using funding under a previous CIP award to begin planning, engineering, and land clearance activities.

As of October 2022, BHC has acquired the property from RRHA to commence the infrastructure work for the construction of the new affordable units for the Highland Grove Redevelopment. As RRHA is no longer the owner of the property and in an effort to expedite the construction and production of new affordable units by streamlining agreement and approval processes, RRHA, BHC, and the City are requesting that the \$5,500,000 of ARPA funding be re-appropriated and transferred from RRHA to BHC to streamline processes and commence the infrastructure work for Highland Grove Redevelopment Infrastructure Project. It is imperative that any potential delays or bureaucratic impediments be mitigated to produce affordable housing as the City is experiencing an affordable housing crisis.

FISCAL IMPLICATIONS: There are no adverse fiscal implications based on the proposed

amendment. The proposed amendment allows for the timely utilization of the ARPA funds and helps expedite the construction and production of new affordable residential units.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: There will be additional revenue to the City as it relates to property taxes for any newly created housing units.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: September 25, 2023

CITY COUNCIL PUBLIC HEARING DATE: October 10, 2023

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Administration

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Housing and Community Development; Budget and Strategic Planning; and the Finance Department

RELATIONSHIP TO EXISTING ORD. OR RES.: 2021-291

REQUIRED CHANGES TO WORK PROGRAM(S): If approved, there are no required changes to HCD's work plans as project administration is currently underway.

ATTACHMENTS: Attachment A - Ordinance No. 2021-291 and Attachment B - Proposed Agreement Between the City of Richmond and Better Housing Coalition

STAFF: Sherrill Hampton, HCD Director - (804) 646-6822 and Merrick Malone, Senior Manager - Housing Finance & Development - (804) 646-7426

ARPA GRANT AGREEMENT – HIGHLAND GROVE DEVELOPMENT AREA

This **GRANT AGREEMENT** (this “**Agreement**”) is made and entered into on _____, 2023, by and between the **CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the “**City**”) and the **BETTER HOUSING COALITION**, a Virginia non-profit, non-stock corporation (the “**Developer**”).

RECITALS

- A. The Developer desires to undertake development of the property located at 500 and 509 Dove Street, 2641 and 2651 Richmond Henrico Turnpike, in the City of Richmond, Virginia (the “**Site**”), known as Highland Grove (the “**Development Project**”).
- B. The Development Project includes the design, planning, engineering, and construction of certain infrastructure improvements to support the Development Project.
- C. The infrastructure work is in support of the portion of the Development Project known as “Highland Grove Phase 1,” as shown on a final subdivision plat recorded or to be recorded upon receipt of all applicable approvals by the City. The recording of the final subdivision plat for Highland Grove Phase 1 is contingent upon execution of a developer’s agreement (the “**Developer’s Agreement**”) to ensure the completion of all infrastructure work necessary for the development of Highland Grove Phase 1 (the “**Work**”) which includes the construction of 97 affordable and market rate for-sale residential units. The necessary infrastructure work to be completed for Highland Grove Phase 1 is further the subject of a set of construction plans, entitled “Highland Grove Section1 – Subdivision and Infrastructure Plans,” dated July 18, 2022, with a revision date of December 6, 2022, which is incorporated by reference herein (the “**Plans**”).
- D. The City desires to support the Development Project by providing the following monetary contribution(s) to the Developer:

A grant of funding in the amount of Five Million and Five Hundred Thousand Dollars (\$5,500,000.00) (the “**Grant Funds**”) to facilitate the construction of the Work, as shown on the Plans, which involves the installation of infrastructure improvements, including planning, design, engineering, and construction activities, to support the Development Project.
- E. The purposes of this Agreement are to set forth the respective roles, responsibilities, terms and conditions applicable to all parties with respect to the Grant Funds awarded to assist with the Work.

In consideration of the promises and mutual covenants set forth herein, and with the foregoing recitals incorporated herein, the parties hereto, with the intent to be legally bound, hereby agree as follows:

AGREEMENT

ARTICLE I – The Grant Funds

1.1 Source of Funds. The source of Grant Funds is the City’s 1st Tranche of American Rescue Plan Act of 2021 (“**ARPA**”) funds. The Developer acknowledges that certain eligible activities are allowable uses of the Coronavirus State and Local Fiscal Recovery Fund established under ARPA, including, but not limited, to the development of affordable housing and the construction of water and sewer infrastructure. The Developer represents and agrees a condition of receipt of the Grant Funds that the use of ARPA funds as contemplated under this agreement is an eligible use of ARPA funds and that it will conduct its all of its activities associated with the Grant Funds in accordance with ARPA. The Developer will abide by all relevant federal laws, rules, regulations, and guidance applicable to the use of ARPA funds. Should the Developer’s use of the Grant funds, or any portion thereof, be determined to be an ineligible for ARPA funding, the Developer shall repay the ineligible portion of the Grant Funds to the City.

The Developer acknowledges and agrees that it shall comply with all applicable federal requirements for ARPA funds, including but not limited to the following:

- i.** The Developer shall comply with all reporting requirements as required pursuant to Article VII of this Agreement, as well as any additional reporting requirements required pursuant to any applicable ARPA regulations or guidance.
- ii.** The Developer shall send one or more representatives to attend all meetings and workshops held by the City pertaining to ARPA funds for the duration of this Agreement, provided the City provides the Developer with reasonable advance notice of any such meetings and workshops.
- iii.** The Grant funds must be obligated by September 30, 2024, and all ARPA Funds must be expended, and the phase of the Development Project funded with the ARPA Funds completed and closed out by October 31, 2026. No extension will be granted on the deadline to obligate the Grant Funds, except as provided herein. The Developer shall repay to the City any portion of the Grant Funds not obligated or expended within the above-referenced deadlines. If the applicable federal ARPA deadlines of December 31, 2024, and December 31, 2026, for the obligation and expenditure of ARPA funds, respectively, are extended through appropriate federal action, the Developer may request corresponding extensions of the deadlines set out in this section, and the Chief Administrative Officer of the City of Richmond (the “**CAO**”) may grant or deny any such request in his reasonable discretion.
- iv.** No portion of the Grant Funds shall be used for any Project expenses incurred before March 3, 2021. The Developer hereby represents and agrees that the Grant Funds will not be used for any such expenses.
- v.** The Developer shall comply with all applicable provisions of 2 CFR Part 200 and all applicable federal guidance, regulations, and requirements pertaining to ARPA funds.
- vi.** The Developer shall complete and submit a full environmental assessment following the Part 58 guidelines for the National Environmental Policy Act.
- vii.** The Developer shall submit to the City a market study meeting all applicable federal requirements within 90-days of the start of construction of the new homes.

This Section 1.1 will survive expiration of the Agreement.

1.2 Authorized Activities. Subject to Section 1.1 above, the Developer shall use the Grant Funds solely for the Work, to include design, planning, engineering, and construction of the infrastructure improvements for the Development Project as shown on the Plans. The Developer shall ensure that Grant Funds are used only for those costs authorized by Section 15.2-2602 of the Code of Virginia, as amended, to include the cost of construction, the cost of labor, materials, machinery and equipment, the cost of plans and specifications, surveys and estimates of cost, the cost of engineering, legal and other professional services, and expenses incident to the feasibility or practicability of said infrastructure improvements, and the Developer shall further ensure that any use of the funds otherwise complies with all applicable laws, regulations, restrictions, and requirements applicable to the source of the Grant Funds, including but not limited to applicable ARPA requirements. Grant Funds shall not be used for political activities; inherently religious activities, such as worship, religious instruction, or proselytization; or lobbying activities.

1.3 Project Budget and Project Schedule. (a) In addition to the project schedule for the completion of the Work (“**Project Schedule**”) attached hereto and incorporated by reference herein as Exhibit “A”, the budget for the completion of the Work (“**Project Budget**”) is attached hereto and incorporated by reference herein as Exhibit B.” The Project Schedule and Project Budget shall detail planned expenditures of the Grant Funds, and shall be binding upon the Developer. As a condition of receipt of the Grant Funds, the Developer shall complete all Work in accordance with the Project Schedule and Project Budget.

(b) Only portions of the Work completed in accordance with the approved Project Schedule and Project Budget for each phase shall be eligible for reimbursement under this Agreement. The Developer may submit a request to the City, in writing, for amendments to the Project Schedule and Project Budget. Any such request shall include an explanation and documentation of the reasons for such request. The City’s Deputy Chief Administrative Officer for Planning and Economic Development may approve amendments to the Project Schedule and Project Budget, pursuant to such requests from the Developer. The Developer may extend any timeline on the Project Schedule for any phase of the Development Project by up to 90 days upon notice to the City, provided that in no event shall the timeline for obligation or expenditure of the funds extend beyond the deadlines provided in Section 1.1(iii) above, or any other deadlines hereinafter expressly established with respect to any other portion of the Grant Funds.

1.4 The Work. The plans and specifications for the Work have been prepared by the Developer, as shown on the Plans, subject to any revisions approved in accordance with this Section. As a condition of reimbursement for any portion of the Work pursuant to this Agreement, the Developer shall ensure that all Work is performed and in compliance with all provisions of the Developer’s Agreement. Only portions of the Work completed in accordance with the Plans shall be eligible for reimbursement in accordance with this Agreement. Any proposed revisions to the Plans shall be accepted only upon approval by the City’s Department of Public Works and Department of Public Utilities, in accordance with the Developer’s Agreement and all applicable City Code and Code of Virginia requirements.

1.5 Access to Site. As a condition of receipt of the Grant Funds, the Developer shall grant the City reasonable access to the Site and all rights necessary for the City to monitor and review all work in process and that which has been completed. Any such access shall be with no less than forty-eight (48) hours' advance notice to the Developer.

1.6 Affordability Requirements. (a) As condition of receipt of the Grant Funds, the Developer shall ensure that, at least 28 of the 97 homes to be constructed at the Development Project are marketed and sold as affordable homes pursuant to all applicable requirements of the Home Investment Partnerships Program (“**HOME Program**”) under 24 CFR 92.254. Such requirements shall include, but are not limited to:

- Developer must identify each of specific 28 units to be designated as subject to the requirements of the HOME Program (the “**HOME Units**”);
- The sale price of each HOME Units shall not exceed applicable HOME Program limits (\$323,000 as of the time of execution of this Agreement, which limits may be adjusted annually by HUD);
- All HOME Units shall be subject to a minimum 15-year affordability period;
- All purchasers of HOME Units must receive at least \$1,000 in down payment assistance provided through HOME, Inc. or Southside Community Development & Housing Corp., or the Developer or sub-developers after completing a HUD-approved Homebuyers Education and associated Housing Counseling Program.
- All purchasers of HOME Units shall meet all HOME Program income eligibility requirements as verified by the Developer no more than 6 months before the date of closing, and otherwise in accordance with all applicable HOME Program requirements.
- All HOME Units must meet all applicable HUD housing property standards under § 92.251;
- All HOME Units must be the principal residence of the homebuyer and the purchaser must be a first-time homebuyer;
- The Developer shall comply with all applicable resale and recapture provisions pursuant to 24 CFR 92.254 (a)(5), and provide to the City executed copies of all necessary documentation, including, but not limited notes and deeds of trust attaching to the property, the forms for which shall be subject to approval in advance by the City;
- The Developer must provide a completed form consenting the release of information to the City, in a form approved in advance by the City, from each purchaser of a HOME Unit, for the City's use in confirming program compliance.
- The Developer shall otherwise cooperate with the City as necessary to ensure Developer's compliance with all applicable 24 CFR 92.254.

Pursuant to Article X below, all sub-developers associated with the Development Project shall be subject to the above requirements to the extent necessary to ensure compliance with this provision.

(b) This Section 1.6 will survive expiration of the Agreement

ARTICLE II – Funding Commitments

2.1 Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary the City's obligation to provide Grant Funds is subject to appropriation by the City Council of the

City of Richmond, Virginia, and the availability of funds. Under no circumstances shall the City's total liability under this Agreement exceed the total amount of funds appropriated by the City Council for the City's performance of this Agreement.

2.2 Project Information. As a condition of the receipt of the Grant Funds, the Developer shall be bound by the Plans, the Development Project Schedule and Development Project Budget. With each request for payment submitted pursuant to Section 2.3, the Developer shall provide the City with updated Project information, including, but not limited to, the following:

- (a) A narrative detailing any changes to the Development Project or proposed use of Grant Funds since the initial request for assistance;
- (b) An updated Project Budget, if the Project Budget has changed; and
- (c) An updated Project Schedule, if the Project Schedule has changed.

The City may review such updated Project information to ensure that the Developer and the Development Project remain in compliance with the provisions of this Agreement.

2.3 Payment of Grant Funds. The City shall pay to the Developer the Grant Funds, without any rights of set-off, recoupment or counterclaim, in accordance with the provisions of this Section. The payment and disbursement of the Grant Funds is contingent upon approval of the applicable appropriations and receipt of federal funds. The Grant Funds shall be disbursed to the Developer in accordance with the disbursement schedule set forth below, pursuant to requests for payment submitted monthly by the Developer in accordance with this Section. The following information and documentation shall be provided, as a condition of disbursement, with each request for payment:

- i) Documentation of the portion of the Work completed in accordance with the Plans for which reimbursement is requested.
- ii) Documentation of all costs and expenses incurred for the completion of such portions of the Work, for which reimbursement is requested.
- iii) Documentation demonstrating that all such costs and expenses for which reimbursement is requested are consistent with the Project Budget.
- iv) Documentation of compliance with all applicable federal, state, and local program requirements associated with the source of funds for any disbursement.
- v) Documentation that all costs and expenses for which reimbursement is requested are eligible uses of ARPA funds.
- iv) Minutes and sign-in sheets for any resident and community engagement meetings held during the applicable period.
- v) A report and appropriate documentation of the expenditure of all Grant Funds previously disbursed to the Developer.
- vi) Arrangements for an on-site inspection to be conducted by the City in advance of the disbursement; and
- vii) All other such documentation as may be reasonably requested by the City to ensure compliance with this Agreement.

The Grant Funds shall be eligible for disbursement in accordance with the following schedule:

- i. Thirty percent (30%) may be disbursed immediately upon execution of this Agreement.

- ii. Thirty percent (30%) may be disbursed upon fifty percent (50%) completion of construction of the Development Project.
- iii. Thirty percent (30%) may be disbursed upon ninety percent (90%) completion of the Development Project; and
- iv. The final ten percent (10%) will not be eligible for disbursement until the Work is one hundred percent (100%) completed, approved by all applicable regulatory bodies, and accepted by the City pursuant to the Developer's Agreement.

No Grant Funds will be disbursed without an approved Environmental Review Record, Request to Release Funds, and, to the extent applicable, the approval of HUD or other appropriate federal or state agency for the City to grant authority for use of the Grant Funds.

No Grant Funds will be disbursed by the City in response to any request for payment unless 1) the Developer has submitted all documentation required pursuant to this Section and otherwise as may be required under this Agreement, and 2) the City has determined, in its reasonable discretion, that the Developer is, in all material respects, compliant with all requirements of this Agreement.

ARTICLE III – Project Fund

3.1 Accounting. The Developer shall prepare financial reports and statements for all financial activity relating to the Grant Funds in accordance with generally accepted accounting principles. The Developer may use its accountant to prepare the reports and statements, if it chooses, or the reports and statements may be prepared internally by the Developer. The Developer may include these reports and statements in its regular reports and statements on other activities of the Developer, as well. A financial report for the Development Project should be submitted to the City on a quarterly basis throughout the duration of each phase of the Development Project and detail all expenditures and revenue during the applicable quarter.

ARTICLE IV – COMMUNITY BENEFITS

4.1 Goals. By entering into this Agreement, the Developer agrees to include the following community benefit goals (“**Community Benefits**”) for itself and its agents, consultants, contractors and subcontractors:

1. Construction Management companies, general contractors and subcontractors shall not be precluded from using union personnel, and all construction management companies, general contractors, and subcontractors shall:
 - Make a commercially reasonable good faith effort to achieve a goal of having forty percent (40%) of its work hours on the Development Project be union personnel.
 - Pay at a minimum of \$15.00 per hour or the prevailing wage rate for the City of Richmond as determined by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act, 40 U.S.C. § 276 et seq., as amended, to each laborer, workman, and mechanic employed on the Development Project (whichever is higher).
 - Participate in apprenticeship programs that have been certified by the Department of Labor and Industry or the U.S. Department of Labor; and

- Give consideration or preference to an individual's status as an honorably discharged veteran of the armed forces of the United States in employment on the Development Project, provided that such veteran meets all the knowledge, skills, and eligibility requirements for the available position
2. Agree to the extent permitted by law and regardless of the existence of a labor agreement, that the Developer will require its consultants, contractors and subcontractors to pay to each worker employed on the Development Project, at a minimum, \$15.00 per hour or the prevailing wage rate for the City of Richmond as determined by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act, 40 U.S.C.S. § 276a, as amended (whichever is higher).
 3. Agree (i) to participate in job training and outreach programs within the City of Richmond to identify opportunities to secure the skills needed for all phases of the Development Project, and to employ individuals having such job skills; (ii) that all opportunities for employment in connection with the Development Project shall be communicated to the City's Office of Community Wealth Building (OCWB) to coordinate recruitment efforts with the OCWB; and (iii) that the Developer and its contractors and subcontractors will use commercially reasonable best efforts in the commercially ordinary timing for hiring in the Development Project to (a) conduct job fairs and information sessions in each City Council District of the City on an appropriate date with respect to the staffing needs of the Development Project, (b) conducting an outreach program that targets neighborhoods with the highest concentrations of poverty, (c) work with willing workforce development teams and training providers (including the Community College Workforce Alliance) to conduct a comprehensive training program, (d) create ongoing hiring opportunities to benefit students in public schools of the school division administered by the School Board of the City of Richmond ("**Richmond Public Schools**") through recruitment, training and internship programs, (e) conduct construction and trades job fairs and (f) place job advertisements with multiple media outlets, including all newspapers with a print circulation in the City of Richmond.
 4. To the extent permitted by law and without establishing preferences for Virginia residents over non-Virginia residents, the Developer will require all developers, construction management companies, general contractors, and subcontractors to set a goal to achieve the following targets regarding hiring, such that residents of the City of Richmond comprise the following, provided that such residents meet all of the knowledge, skills and eligibility requirements for the available position:
 - One hundred percent (100%) of all newly hired construction laborers to work on the Development Project by the parties are residents of the City of Richmond;
 - Sixty percent (60%) of all existing construction laborers employed by the parties and assigned to work on the Development Project are residents of the City of Richmond;
 - Fifty percent (50%) of all newly hired construction skilled tradespersons to work on the Development Project by the parties are residents of the City of Richmond; and

- Thirty percent (30%) of all existing construction skilled tradespersons employed by the parties and assigned to work on the Development Project are residents of the City of Richmond.
5. Agree to submit and follow a Minority Business Enterprises (MBEs) and Emerging Small Businesses (ESBs) Plan, which shall include commercially reasonable good faith efforts to achieve a goal of not less than 40% minority business enterprise and emerging small business participation in the Development Project. For purposes of this Section the terms "minority business enterprise" and "emerging small business" have the meanings ascribed to them by Section 21-4 of the Code of the City. The Developer shall submit a quarterly report to the City's Office of Minority Business Development (OMBD) on associated MBE/ESB activities, including dollar amounts, firms and/or business entities and vendors throughout the duration of the Development Project.

4.2 Goals. The City and the Developer acknowledge that the above-described Community Benefits are the initial goals of the Development Project, and adjustment of these goals during the Development Project may be appropriate. The Developer may submit to the City, in writing, a request to adjust the Community Benefits, provided that any such request shall detail the reasons for any requested adjustment and include documentation in support of such request sufficient for the City to evaluate it. The CAO will, in the CAO's reasonable discretion, approve or deny the requested adjustment of the Community Benefit, and shall issue a written response to the Developer indicating such approval or denial within ten (10) days of the receipt of such request.

ARTICLE V – SECTION 3

5.1 By entering into this Agreement, the Developer, for itself and for its contractors and subcontractors, agrees to implement Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. Section 1701u and the regulations promulgated at 24 C.F.R. Part 75 (Section 3), to the greatest extent feasible and allowable by law. Nothing in this Agreement shall be construed as placing any obligations or liabilities on the City regarding Section 3. The Developer shall submit a quarterly report on the applicable Section 3 activities for the duration of the Development Project. For purposes of Section 9.3, the implementation of Section shall be considered a "Community Benefit."

ARTICLE VI – RECORDS

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

6.2 Access to Records and Audit. The Developer and its consultants, contractors, and subcontractors shall, at reasonable times and, subject to the provisions of Section 6.3 of this Agreement to Section 2-187 of the Code of the City, upon prior request of at least forty-eight (48) hours during the progress of the Work, afford the City access to the records described in Section

6.1 ("**Maintenance of Records**") and any other records related to this Agreement and the determination of the cost thereof, wherever located, for such examination and audit by the City or its agent as the City may desire (such examination and audit to be conducted at the City's sole cost and expense). The City, at its cost, may make copies of any records that the City has the rights under this Agreement to access, examine, and audit.

6.3 Audit by City Auditor. The Developer acknowledges that Grant Funds may be funded by an appropriation by the City Council of the City of Richmond, Virginia. Pursuant to Section 2-187 of the Code of the City, the Developer shall be subject to periodic audits by the City Auditor, on demand and without notice, of solely its finances and expenditures of all Grant Funds appropriated by the City Council. In addition, the Developer shall afford the City access to all records relating to the expenditure of monies from the Grant Funds, wherever located, for such examination and audit by the City as the City may desire (such examination and audit to be conducted at the City's sole cost and expense). The Developer shall afford the City the opportunity, at the City's sole cost and expense, to make copies of the records that the City has the rights under this Section to access, examine, and audit. The Developer shall ensure that the requirements of this Section are made binding on any consultants, contractors, and subcontractors of the Developer.

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

ARTICLE VII – REQUIRED REPORTING

7.1 Reporting. The Developer shall:

- A. Maintain detailed records regarding all expenditures of the Grant Funds. The Developer shall submit the financial reports required pursuant this Section and provide all information required thereunder. If the City provides a financial reporting template based upon federal guidance or requirements, or otherwise at the City's discretion, the Developer shall submit all financial reports required by this section in the form of such template.
- B. The Developer, no later than the 10th day of each March, June, September and December following the date of execution of this Agreement shall provide the City with written reports relating to MBE/ESB and Section 3 activities. In addition, general written progress reports in a format provided by the City upon execution of this Agreement shall be provided monthly and due no later than the 15th of each month.
- C. Provide an annual report no later than December 1, 2023, and each December 1 thereafter, throughout the term of this Agreement, providing a narrative description of the Development Project and expenditure of the Grant Funds. The Developer shall include in each narrative description:
 1. Photographs pertaining to the Development Project (if available).

2. With respect to ARPA Funds, any mandated performance indicators identified by United States Treasury Department together with reporting on how the Developer plans to ensure that projected outcomes are achieved in an effective, efficient, and equitable manner.

A. The City shall inform the Developer of any known applicable mandated indicators the City identifies from Treasury for reporting concurrent with the communication of approval in 3(c)(2) of any provided Program Plan or at least 30 business days before December 1, 2023, and each December 1 thereafter, whichever is sooner, so that the Developer and any subrecipients may incorporate these in annual reporting.

- D. Complete any additional forms or reports and provide any additional information that may be reasonably required by the City.
- E. Maintain all books, records, and other documents relating to this Agreement for five (5) years following expiration of this Agreement.
- F. Not disclose any protected health information to the City and shall abide by the Health Insurance Portability and Accountability Act of 1996, as amended, and other applicable laws, rules, and regulations regarding such information.
- G. Contractually obligate all subrecipients to abide by the same reporting requirements.

7.2 Additional Materials. Within ten (10) business days of execution of this Agreement and before the City provides any payment hereunder using Grant Funds, the Developer shall furnish the City with all the information identified in Article II, Section 2.2.

7.3 All reports and required additional information required to be submitted to the City pursuant to this Article VII should be forwarded to the attention of:

Sherrill Hampton, Director
City of Richmond
Department of Housing and Community Development Department
Main Street Station
1500 East Main Street, Suite 300
Richmond, VA 23219
or Sherrill.Hampton@rva.gov

ARTICLE VIII – INSURANCE

8.1 The Developer will for itself and shall require any consultants, contractors, and/or subcontractors performing work contemplated herein to maintain the following insurance in accordance with the requirements of this Section 8.1: Commercial General Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit. The contract shall contain a provision that it shall not be terminated or otherwise allowed to expire prior to 30 days after written

notice to that effect is received by the Developer, provided that a shorter notice period may be accepted with the concurrence of the City. Approved insurance coverage shall be kept in full force and effect, without expense to the City, always during the term of this Agreement.

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

ARTICLE IX – INDEMNIFICATION

9.1 Generally. The Developer shall defend, hold harmless and indemnify the City, its officers, its employees and its agents from and against any and all actions, awards, causes of action, claims, costs, damages, expenses, judgments, liabilities, losses and suits (including costs relating to litigation and reasonable attorneys' fees) arising out of the performance of the Work contemplated herein, as well as any and all actions, awards, causes of action, claims, costs, damages, expenses, judgments, liabilities, losses and suits (including costs relating to litigation and reasonable attorneys' fees) arising out of, caused by or resulting from errors, omissions, negligent acts or intentional acts of the consultant or contractor, its officers, its employees, its agents, its subcontractors and its suppliers. Notwithstanding the foregoing, in no event shall the Developer be obligated to indemnify the City for losses or liabilities due to the City's own negligence, gross negligence or willful misconduct. This Section 9.1 will survive expiration of the Agreement.

9.2 Regulatory Compliance. If the Developer or any contractor, consultant, or agent thereof violates laws or regulations that govern the Work contemplated herein, the Developer shall defend, hold harmless and indemnify the City against any fines or penalties or both that result from such violation. To the extent that such violation is the result of the negligence or other actionable conduct of the Developer, or any contractor, consultant, or agent thereof, Developer shall defend, hold harmless and indemnify the City against any third-party claims, suits, awards, actions, causes of action or judgments, including, but not limited to, all reasonable attorneys' fees and costs incurred thereunder, that result from such violation. This Section 9.2 will survive expiration of the Agreement.

9.3 Community Benefits. The Developer acknowledges that it is voluntarily agreeing to provide the Community Benefits, as defined in Articles IV and V. The Developer warrants that it or its agents, consultants, contractors, or subcontractors, will independently analyze the legal basis for its, or their, selected means and methods of performance and implementation of each Community Benefit to ensure that it, or they, do not engage in any conduct inconsistent with local, state, or federal law in such means and methods of performance and implementation. In addition, all other requirements of Article IX (“**Indemnification**”), the Developer shall, indemnify, hold harmless, and defend City from and against any claims and liabilities arising out of, caused by, or resulting from the performance of the Community Benefits by the Developer, its agents, or its contractors. The Developer shall release City, its officers, employees, agents, and volunteers from and against all losses, liabilities, claims, damages, costs, and expenses (including, but not limited to, court costs and attorneys' fees) that the Developer may suffer, pay, or incur caused by, resulting from, or arising out of the performance and implementation of the Community Benefits. This Section 9.3 will survive expiration of the Agreement.

ARTICLE X – SUB-DEVELOPERS

10.1 The Developer has disclosed to the City its intent to enter certain contractual arrangements with certain sub-developers, pursuant to which such sub-developers shall, on behalf of the Developer, be responsible for the development of certain portions of the Development Project, in accordance with and subject to the terms and conditions of this Agreement. The Developer shall ensure that any agreement to be entered into by and between the Developer and any such sub-developer shall include a requirement that the Developer shall be bound by all applicable requirements of this Agreement, including but not limited to the requirements of Articles I, II, IV, V, VI, VII, VIII, IX, X, XII, and XIII, and (ii) such contractual agreement shall in no way relieve the Authority of its obligations under this Agreement.

ARTICLE XI – INTENTIONALLY OMITTED.

ARTICLE XII – TERMINATION

12.1 Termination of Agreement. The City, upon delivery of at least thirty (30) days written notice to the Developer in accordance with Section 13.10 of this Agreement, may terminate this Agreement. Upon such termination, the City shall have no further obligation to pay any portion of the Grant Funds not yet expended or obligated for expenditure by the Developer.

12.2 Remedies. In addition to all other remedies that may be available pursuant to applicable law, in the event that the Developer violates or otherwise fails to comply with any provision of this Agreement and such violation or failure cannot be remedied, or, if such violation or failure can be remedied and such violation or failure continues uncured for more than thirty (30) days after the Developer's receipt of written notice thereof from the City (or, if such violation or failure cannot reasonably be cured within such 30-day period, such 30-day period shall be extended for so long as is reasonably required for the Developer to cure such violation or failure provided the Developer is diligently pursuing efforts to complete such cure), the City may withhold any and all Grant Funds not previously paid by the City to the Developer, terminate this Agreement, and require the Developer to return Grant Funds already received not expended in compliance with this Agreement.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

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

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

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

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

13.5 Governing Law and Forum Choice. All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the City and the Developer in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. All disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.

13.6 Modifications. This Agreement may be amended, modified and supplemented only by the written consent of both the City and the Developer preceded by all formalities required as prerequisites to the signature by each party of this Agreement, which may include approval by the City Council for the City of Richmond. The Developer shall provide in writing the rationale for any requested modification of this Agreement and include the following information: (a) cover letter and narrative detailing the proposed change(s) and its impact to the Project Budget and Project Schedule; and (b) a revised Project Schedule and/or a revised Project Budget, as applicable.

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

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

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

individual or entity. For purposes of this Section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, tenants, sub-tenants, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Agreement.

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

A. To the City:

Chief Administrative Officer
City of Richmond
900 East Broad Street, Suite 20I
Richmond, Virginia 23219

B. To the Developer: Better Housing Coalition
23 West Broad Street, Suite 100
Richmond, Virginia 23220
Attention: Greta Harris]

With a copy to: Williams Mullen
200 South 10th Street
16th Floor
Richmond, Virginia 23219
Attention: Allison Domson

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

13.11 Authorization to Act. The CAO, or a designee thereof, is authorized to act on behalf of the City under this Agreement.

13.12 Authority to Execute. The Developer represents that the Developer's signatory is duly authorized by the Developer to enter into this Agreement and thereby bind the Developer to this Agreement's terms and conditions.

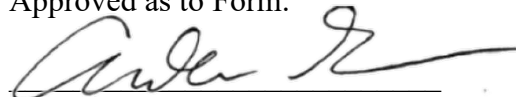
SIGNATURES ON FOLLOWING PAGE

WITNESS the following signatures.

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

By: _____
J.E. Lincoln Saunders
Chief Administrative Officer

Approved as to Form:



Senior Assistant City Attorney

BETTER HOUSING COALITION

By: _____
Greta Harris, CEO

Exhibit List

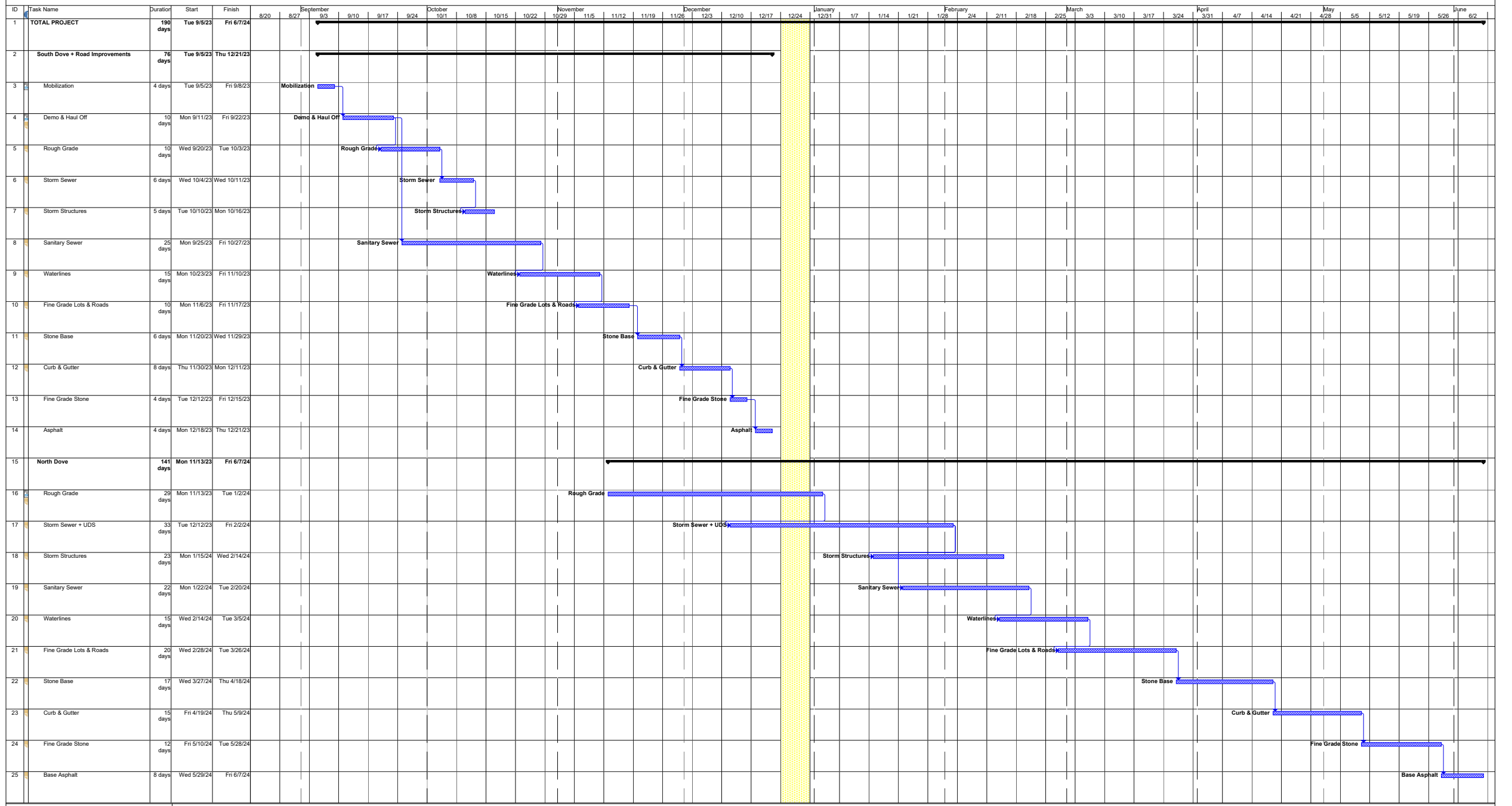
Exhibit A - Project Schedule

Exhibit B - Project Budget

Exhibit A

Highland Grove Section 1 - South Dove + Dove St Improvements

F. G. Pruitt, Inc.



Schedule F. G. Pruitt, Inc. Tue 9/5/23
Sitework
Task
Milestone
Summary
Rolled Up Task
Rolled Up Milestone
Rolled Up Progress
Split
External Tasks
Project Summary
External Milestone
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Progress
Deadline

Weather Permitting - No Allowance for Inclement Weather

Exhibit B

HIGHLAND GROVE DEVELOPMENT BUDGET				
City of Richmond, Virginia				
09.01.2023 BHC (Rev. 08.02.2023) REV 08.07.2023 Richmond DPW				
LAND DEVELOPMENT PRO FORMA		PHASE I - 97 Lots		
SOURCES		Developer Funds	City/CIP Funds	
			Budget	Available Balance
BHC Capital Contribution/Lot Sales		\$4,858,600		
CIP FY 17 - RRHA (Balance of City funds previously transferred; info per RRHA)			\$4,415,000	\$3,814,754
CIP FY 24 (Prior year available; per Adopted CIP FY24-28, pg. 61)			\$2,552,000	\$2,552,000
CIP FY 24 (FY24 Adopted CIP Budget \$542,000)			\$542,000	\$542,000
CIP FY 24 (FY24 Adopted CIP Budget amendment in process: \$4,200,000 increase)			\$4,200,000	\$4,200,000
ARPA 21 (ARPA Allocation per Ordinance No. 2021-291; adopted Oct 25, 2021)		\$5,500,000		\$5,500,000
CIP FY 25 (Planned, not yet adopted; funds may only be spent if Council adopts FY25 CIP)			\$1,841,000	\$1,841,000
TOTAL BUDGET:			\$19,050,000	
TOTAL SOURCES (AVAILABLE FUNDS):		\$4,858,600		\$18,449,754
				\$23,308,354
USES		Non-CIP Eligible	CIP Eligible	
Construction Costs (S. Castonguay email 7.28.23 provided construction cost breakdown)			\$9,713,370	
Trails & Open Space (5k/unit) (need estimate confirmation from BHC)			\$0	
Amenities: Play Equip., Comm. Garden, Learn Sta., etc. (need est confir from BHC)		\$300,000	\$0	
Power/Telecom/City Light Removal/Relocation (need est confirmation; BHC or Timmons)			\$250,000	
Unsuitable Soils, Abandoned Underground Tanks/Utilities (5% of HC) (incl in Constr Costs)			\$0	
Traffic Control, MOT (2% of HC) (included in construction costs)			\$0	
Hard Cost Escalation (3.5% of HC) (not included in construction costs)			\$0	
Hard Cost Contingency (5%; unforeseen field conditions, change orders, etc.)			\$441,999	
Construction Administration (CS eagle)		\$50,000	\$195,108	
Construction Inspection/Materials Testing (6% of HC)			\$585,325	
Architecture/Land Planning, Design, Survey (15% of HC) (prior soft costs paid from RRHA funding)			\$24,540	
BHC Fund Administration (2.5% of Fund)		\$490,000		
RRHA FUND Administration (3% of ARPA/CIP 2022 & CIP 2023/24)			\$165,000	
Land Acquisition		\$635,000		
Grounds Maintenance/Security		\$100,000		
HOA Administration		\$75,000		
Permits (3% of HC) (permits as related to construction activities)			\$331,718	
Real Estate Taxes		\$135,000		
Title & Recording (\$2k/lot)		\$194,000		
Legal Fees related to P&S Agreements & transfer (\$2k/lot)		\$194,000		
Developer Fee (\$25k/lot)		\$2,425,000		
Construction Loan Fee, Inspections (1% of HC)		\$100,000		
Interest Reserve		\$110,000		
Insurance (1% HC) (insurance as obtained by construction contractors; included in constr costs0)			\$0	
E&S Bond (bond as required for construction activities)			\$185,000	
Marketing		\$50,000		
TOTAL USES		\$4,858,000	\$11,892,060	\$16,750,060
Project Funds Balance (total sources less total uses)		\$600.00	\$6,557,694	Available for Section 2
VERTICAL DEVELOPMENT PRO FORMA				
Implemented by Highland Grove Partners (not BHC); estimated to begin Fall 2024				
SOURCES				
Bank Construction Financing		\$39,000,000		
Construction Subsidies (City of Richmond/Commonwealth of VA/Philanthropy)		\$3,450,000		
TOTAL SOURCES		\$42,450,000		
USES				
Lot Acquisitions		\$4,858,600		
Soft Costs		\$5,000,000		
Construction Hard Costs with Overhead Fees		\$28,169,530		
Developer Fees		\$2,816,953		
TOTAL USES		\$40,845,083		
Development Contingency (total sources less total uses)		\$1,604,917		
% of TDC		2.79%		
TOTAL DEVELOPMENT COSTS (Land & Vertical Development)			\$57,595,143	

Cost estimate updated per 9/1/23 email (REV 08.01.2023)

Removed from proforma (REV 08.07.2023)

Removed from proforma (REV 08.07.2023)

Confirmed this does not include cost associated with proposed public streetlights. Public streetlight cost included in Row 20 (REV 09.01.2023)

Revised to the estimated remaining soft costs for Section 1 (REV 08.07.2023)

Estimate updated (REV 08.07.2023)

Included in Construction Costs

DPW has no comment regarding the Vertical Development portion of the project.

Unit and AMI Details

Model	Unit Count	Unit Sizes	Total Sq. Ft.	Hard Cost + Overhead Fees	Lot Acquisitions	Total
A - Tri	18	2BR 1.5BA / 3BR 2BA	1,080	\$245,000	\$35,400	\$637,200
A - Du	14	2BR 1.5BA / 3BR 2BA	1,080	\$245,000	\$40,600	\$568,400
B	18	2BR 2.5BA / 3BR 3BA	1,344	\$281,500	\$56,200	\$1,011,600
C	14	2BR 2.5BA / 3BR 3BA	1,344	\$283,645	\$56,200	\$786,800
D	13	3BR 2.5BA / 4BR 3.5BA	2,172	\$345,500	\$56,200	\$730,600
E	20	2BR 2BA / 3BR 2BA	1,500	\$340,000	\$66,200	\$1,124,000
Total	97					\$4,858,600

AMI Targets - Phase I	Unit Count	Estimated Subsidies	Total Subsidies
80% and Under	28	\$75,000	\$2,100,000
81% - 120%	22	\$40,000	\$880,000
120% - 150%	47	\$10,000	\$470,000
Total	97		\$3,450,000

ARPA Spending Plan By Priority Area

CATEGORY	Appropriation to:	TOTAL ALLOCATION	YEAR 1 FUNDING	YEAR 2 FUNDING
Building Back Affordable and Healthy Homes		\$32,300,000	\$22,300,000	\$10,000,000
Affordable Housing Trust Fund	Housing & Community Development	\$20,000,000	\$10,000,000	\$10,000,000
Creighton Court Redevelopment Phase I	Capital Budget	\$6,800,000	\$6,800,000	-
Highland Grove Redevelopment Phase I	Capital Budget	\$5,500,000	\$5,500,000	-
Building Back Healthier		\$5,000,000	\$2,500,000	\$2,500,000
Health Equity Trust Fund	Non-Departmental	\$5,000,000	\$2,500,000	\$2,500,000
<p><i>Systemic racism in Richmond has taken an enormous toll on the health of Black residents for generations and persists in countless ways today. The Center on Society and Health at VCU found that residents of low-income Black communities in the East End of Richmond have a life expectancy that is 20 years shorter on average than White residents in wealthy West End neighborhoods. Recent data also shows that Black residents of Richmond accounted for 62% of the city's COVID-19 cases, though they make up only 47% of the city's population.</i></p> <p><i>These health disparities are primarily caused by the social determinants of health: the underlying conditions that determine a person's ability to be healthy and well, such as safe housing and neighborhoods, education and job opportunities, healthcare access and quality, and systemic and overt racism. The Health Equity Trust Fund will invest in efforts to dismantle the systems that help racism, trauma, and health disparities to persist.</i></p>				
Investing in our Future - Children and Families		\$ 81,000,000	\$ 19,000,000	\$ 62,000,000
<i>Transforming community centers into opportunity centers for residents (multigenerational approach)</i>				
Child care and parental support	Human Services	\$2,000,000	\$2,000,000	-
Family Crisis Funding	Non-Departmental	\$1,000,000	\$1,000,000	-
Parks Master Plan	Capital Budget	\$500,000	\$500,000	-
TB Smith	Capital Budget	\$20,000,000	\$1,000,000	\$19,000,000
Lucks Field	Capital Budget	\$20,000,000	\$1,000,000	\$19,000,000
Calhoun	Capital Budget	\$8,000,000	\$1,000,000	\$7,000,000
Southside Community Center	Capital Budget	\$16,000,000	\$8,000,000	\$8,000,000
James River Branch Trail Purchase and Development (Connects Southside offroad to JRPS)	Capital Budget	\$9,000,000	\$4,500,000	\$4,500,000
Crooked Branch Ravine Bridge - Connects Wythe to Fall Line Trail and Forest Hill Park	Capital Budget	\$1,000,000	-	\$1,000,000
Texas Beach/North Bank Tower Repair (Connects Maymont Neighborhood to JRPS)	Capital Budget	\$2,000,000	-	\$2,000,000
Property Acquisition for new Southside Parks (10 min walk gap)	Capital Budget	\$1,500,000	-	\$1,500,000

ARPA Spending Plan By Priority Area

CATEGORY	Appropriation to:	TOTAL ALLOCATION	YEAR 1 FUNDING	YEAR 2 FUNDING
<i>Building Back Stronger</i>		\$8,900,000	\$8,139,914	\$760,086
Small business grant application support and outreach	Economic Development	\$1,000,000	\$1,000,000	-
Façade and city beautification improvements (trees, signs, etc.)	Public Works	\$2,000,000	\$1,500,000	\$500,000
OCWB Workforce Development and Community Ambassadors	Office of Community Wealth Building	\$1,500,000	\$1,500,000	-
CDFI Revolving Loan Fund	Non-Departmental	\$3,000,000	\$3,000,000	-
Covid-19 Administrative Response Reserve	Finance	\$1,400,000	\$1,139,914	\$260,086
<i>Building Back Greener and more Resilient</i>		\$ 19,240,000	\$ 18,000,000	\$ 1,240,000
Climate Risk Assessment and Implementation	Public Works - Sustainability	\$1,540,000	\$300,000	\$1,240,000
Lead Line Replacement	Public Utilities - Water	\$1,000,000	\$1,000,000	-
Stormwater	Public Utilities - Stormwater	\$12,500,000	\$12,500,000	-
Healthy Homes (Weatherization, Home Rehabilitation)	Non-Departmental	\$4,200,000	\$4,200,000	-
<i>Building Back Safer</i>		\$ 8,500,000	\$ 7,500,000	\$ 1,000,000
Gun violence prevention	Non-Departmental	\$1,500,000	\$1,500,000	-
First responders hazard pay	Non-Departmental	\$5,000,000	\$5,000,000	-
Enhanced Lighting (street and business) and cameras	Public Works	\$2,000,000	\$1,000,000	\$1,000,000
	TOTAL:	\$154,940,000	\$77,439,914	\$77,500,086

FY2022 Budget Amendment

GENERAL FUND BUDGET

Agency	FY2022 Adopted Budget	Total Amendment Increase	Modified FY22 Budget
General Government			
Budget and Strategic Planning	\$1,358,789	-	\$1,358,789
Chief Administrative Office	\$904,437	-	\$904,437
Citizen Service & Response	\$2,479,071	-	\$2,479,071
City Assessor	\$4,126,549	-	\$4,126,549
City Attorney	\$4,298,801	-	\$4,298,801
City Auditor	\$2,248,018	-	\$2,248,018
City Clerk	\$947,892	-	\$947,892
City Council	\$1,347,845	-	\$1,347,845
City Treasurer	\$229,039	-	\$229,039
Council Chief of Staff	\$1,131,416	-	\$1,131,416
Finance	\$10,273,687	1,139,914	\$11,413,601
General Registrar	\$3,872,008	-	\$3,872,008
Human Resources	\$4,784,088	-	\$4,784,088
Inspector General	\$582,755	-	\$582,755
Mayor's Office	\$1,143,469	-	\$1,143,469
Minority Business Development	\$836,001	-	\$836,001
Procurement Services	\$1,557,585	-	\$1,557,585
Subtotal:General Government	\$42,121,450	1,139,914	\$43,261,364
Judicial			
13th District Court Services Unit	\$242,134	-	\$242,134
Adult Drug Court	\$674,899	-	\$674,899
Circuit Court	\$4,045,029	-	\$4,045,029
Judiciary - Commonwealth Attorney	\$7,325,514	-	\$7,325,514
Juvenile & Domestic Relations Court	\$231,775	-	\$231,775
Subtotal:Judicial	\$12,519,351	-	\$12,519,351
Public Safety			
Animal Care & Control	\$1,932,887	-	\$1,932,887
Dept. of Emergency Communications	\$6,587,923	-	\$6,587,923
Fire & Emergency Management	\$54,761,361	-	\$54,761,361
Richmond Police Department	\$95,816,200	-	\$95,816,200
Richmond Sheriffs Office	\$41,429,890	-	\$41,429,890
Subtotal:Public Safety	\$200,528,261	-	\$200,528,261
Public Works			
Public Works	\$43,408,521	2,800,000	\$46,208,521
Subtotal:Public Works	\$43,408,521	2,800,000	\$46,208,521
Health & Welfare			
Human Services	\$1,882,381	2,000,000	\$3,882,381
Justice Services	\$9,613,244	-	\$9,613,244
Office of Community Wealth Building	\$2,191,589	1,500,000	\$3,691,589
Richmond City Health District	\$4,633,490	-	\$4,633,490
Social Services	\$53,226,215	-	\$53,226,215
Subtotal:Health & Welfare	\$71,546,919	3,500,000	\$75,046,919

FY2022 Budget Amendment

GENERAL FUND BUDGET

Agency	FY2022 Adopted Budget	Total Amendment Increase	Modified FY22 Budget
Education			
Education	\$187,142,096	-	\$187,142,096
Subtotal:Education	\$187,142,096	-	\$187,142,096
Recreation & Cultural			
Parks, Rec.,& Community Facilities	\$18,805,233	-	\$18,805,233
Richmond Public Libraries	\$5,656,459	-	\$5,656,459
Subtotal:Recreation & Cultural	\$24,461,692	-	\$24,461,692
Community Development			
Economic Development	\$3,095,149	1,000,000	\$4,095,149
Housing and Community Development	\$1,619,229	10,000,000	\$11,619,229
Planning & Development Review	\$11,659,414	-	\$11,659,414
Subtotal:Community Development	\$16,373,792	11,000,000	\$27,373,792
Other Public Services			
Non-Departmental Adopted	\$90,307,456	-	\$90,307,456
New Line Item - Reserve for Contingencies - Health Equity Trust Fund (ARPA)	-	2,500,000	\$2,500,000
New Line Item - Reserve for Contingencies - Family Crisis Funding (ARPA)	-	1,000,000	\$1,000,000
New Line Item - Reserve for Contingencies - CDFI Revolving Loan Fund (ARPA)	-	3,000,000	\$3,000,000
New Line Item - Reserve for Contingencies - Healthy Homes (ARPA)	-	4,200,000	\$4,200,000
New Line Item - Reserve for Contingencies - Gun Violence Prevention (ARPA)	-	1,500,000	\$1,500,000
New Line Item - Reserve for Contingencies - First Responder Hazard Pay (ARPA)	-	5,000,000	\$5,000,000
Non-Department Amended	\$90,307,456	17,200,000	\$107,507,456
General Fund Transfer to Debt Service	\$84,422,421	-	\$84,422,421
Subtotal:Other Public Services	\$174,729,877	17,200,000	\$191,929,877
Total General Fund Expenditures	\$772,831,959	35,639,914	\$808,471,873

FY2022 Budget Amendment

STORMWATER UTILITY BUDGET

Budget	FY2022 Adopted Budget	Total Amendment Increase	Modified FY22 Budget
Stormwater Utility Budget	\$12,638,350	12,500,000	\$25,138,350
Total General Fund Expenditures	\$12,638,350	12,500,000	\$25,138,350

**FY2022 Budget Amendment
WATER UTILITY BUDGET**

Budget	FY2022 Adopted Budget	Total Amendment Increase	Modified FY22 Budget
Water Utility Budget	\$76,961,761	1,000,000	\$77,961,761
Total General Fund Expenditures	\$76,961,761	1,000,000	\$77,961,761

FY2022 Budget Amendment CAPITAL BUDGET

Project	Category	FY2022 Adopted Budget	Total Amendment Increase	Modified FY22 Budget
Capital Budget (All Funds)		\$185,644,161	-	\$185,644,161
New Project - Creighton Court Redevelopment Phase I (ARPA)	Culture & Recreation	-	6,800,000	\$6,800,000
New Project - Highland Grove Redevelopment Phase I (ARPA)	Culture & Recreation	-	5,500,000	\$5,500,000
New Project - Parks Master Plan (ARPA)	Culture & Recreation	-	500,000	\$500,000
New Project - TB Smith (ARPA)	Culture & Recreation		1,000,000	
New Project - Lucks Field (ARPA)	Culture & Recreation		1,000,000	
New Project - Calhoun Center (ARPA)	Culture & Recreation	-	1,000,000	\$1,000,000
New Project - Southside Community Center (ARPA)	Culture & Recreation	-	8,000,000	\$8,000,000
New Project - James River Branch Trail Purchase and Development (ARPA)	Culture & Recreation	-	4,500,000	\$4,500,000
Capital Budget (All Funds)		\$185,644,161	28,300,000	\$213,944,161