

INTRODUCED: February 14, 2022

AN ORDINANCE No. 2022-033

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Memorandum of Agreement between the City of Richmond and the Virginia Department of Transportation for the purpose of setting forth general maintenance responsibilities for the regional multiuse trail known as the Fall Line Trail.

\_\_\_\_\_  
Patron – Mayor Stoney

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: FEB 28 2022 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Memorandum of Agreement between the City of Richmond and the Virginia Department of Transportation for the purpose of setting forth general maintenance responsibilities for the regional multiuse trail known as the Fall Line Trail. The Memorandum of Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

**A TRUE COPY:  
TESTE:**  
*Carolin D. Reed*  
City Clerk

AYES: 9 NOES: 0 ABSTAIN: \_\_\_\_\_

ADOPTED: FEB 28 2022 REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_



# CITY OF RICHMOND

## INTRACITY CORRESPONDENCE

**O&R REQUEST**

**DATE:** January 19, 2022 **EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney, Mayor

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

**THROUGH:** Sheila White, Director of Finance

**THROUGH:** Jason May, Director of Budget and Strategic Planning

**THROUGH:** Robert Steidel, Deputy Chief Administrative Officer

**FROM:** Bobby Vincent, Director of Public Works

**SUBJECT: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE A MEMORANDUM OF AGREEMENT FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION RELATED TO THE MAINTENANCE OF THE REGIONAL MULTI-USE FALL LINE TRAIL.**

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the chief administrative officer to execute a memorandum of agreement from the Virginia Department of Transportation (VDOT) regarding the maintenance of the regional multi-use Fall Line Trail.

**REASON:** To establish the general maintenance responsibilities for VDOT, the cities of Richmond, Colonial Heights and Petersburg, counties of Chesterfield, Hanover and Henrico, and the Town of Ashland prior to construction of the Fall Line Trail. The signing of the MOA seeks to memorialize VDOT's and City of Richmond's understanding in a written document, in order to facilitate planning and preparation, well in advance of the need for maintenance activities on the trail.

**RECOMMENDATION:** Approval is recommended by the City Administration.

**BACKGROUND:** VDOT initiated the Ashland to Petersburg (ATP) Trail Study (Study) to identify a preferred corridor for this regional multi-use trail (Trail) that would extend between

the Town of Ashland and the City of Petersburg, a distance of approximately 40 miles. The preferred corridor for this Trail, now officially named the Fall Line Trail, will be located within the cities of Richmond, Colonial Heights and Petersburg, counties of Chesterfield, Hanover and Henrico, and the Town of Ashland.

Throughout the Study, stakeholders and the public noted the importance of the Fall Line Trail maintenance and aesthetic considerations, including Trail continuity, feel and signage. There is a need for future Trail maintenance responsibilities to be determined based on the location of the Trail segment within the preferred corridor.

The MOA states that VDOT will maintain the areas outside of the City's right of way and the the City will be responsible for trail maintenance that is within the City's right of way.

**FISCAL IMPACT TO CITY/COST:** N/A

**FISCAL IMPLICATIONS:** For portions of the Trail for which the City bears responsibility to perform maintenance services, state maintenance payments may be used pursuant to §33.2-319 of the *Code of Virginia*, for said right of way.

**BUDGET AMENDMENT NECESSARY:**

**REVENUE TO THE CITY:**

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** February 14, 2022

**CITY COUNCIL PUBLIC HEARING:** February 28, 2022

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Land Use, Housing and Transportation Standing Committee (LUHT) February 22, 2022

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** N/A

**AFFECTED AGENCIES:** Department of Public Works

**RELATIONSHIP TO EXISTING ORD. OR RES.:**

**REQUIRED CHANGES TO WORK PROGRAM(S):**

**ATTACHMENTS:** Memorandum of Agreement between VDOT and the City of Richmond

**STAFF:** Dironna Moore Clarke, Office of Equitable Transit and Mobility (646-3074)

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF RICHMOND  
AND  
THE VIRGINIA DEPARTMENT OF TRANSPORTATION  
RELATING TO  
MAINTENANCE OF THE REGIONAL MULTI-USE FALL LINE TRAIL

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into as of the last date of execution below, between the CITY OF RICHMOND, Virginia, hereinafter referred to as RICHMOND, and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the Department. The Department and RICHMOND are collectively referred to as the “Parties”.

WHEREAS, the Department initiated the Ashland to Petersburg (ATP) Trail Study (Study) to identify a preferred corridor for this regional multi-use trail (Trail) that would extend between the Town of Ashland and the City of Petersburg, a distance of approximately 40 miles; and

WHEREAS, the ATP Trail Study evaluated existing conditions and identified a corridor least impactful to environmental resources with feedback from state and federal agencies, affected localities, special interest groups, and the general public; and

WHEREAS, the preferred corridor for this Trail, now officially named the Fall Line Trail, would be located within the counties of Chesterfield, Hanover and Henrico, cities of Colonial Heights, Petersburg and Richmond, and the Town of Ashland; and

WHEREAS, throughout the Study, stakeholders and the public noted the importance of Trail maintenance and aesthetic considerations, including Trail continuity, feel and signage and it was further noted that future Trail maintenance will be determined based on the funding source and location of the Trail segment of the preferred corridor; and

WHEREAS, the varying location and ownership of the property or right of way on which the Trail will ultimately be situated raises issues as to maintenance responsibilities for the Trail, once it has been constructed and becomes operational, and in RICHMOND, specifically, the Trail may be located or situated on right of way or property owned by the Department in certain instances and RICHMOND in other instances; and

WHEREAS, the Department and RICHMOND recognize the need for and are agreeable to establishing the general maintenance responsibilities for each of the Parties prior to construction

of the Trail and seek to memorialize their understanding in a written document in order to facilitate planning and preparation well in advance of the need for maintenance activities on the Trail.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties hereto agree as follows:

**A. Division of Maintenance Responsibilities**

The Parties agree that, as the Trail or portions thereof become operational, each will bear responsibility for maintenance of the Trail as follows:

1. For portions of the Trail that are situated on right of way or property owned by the Department prior to commencement of the Trail project, the Department shall bear responsibility for performing or causing to be performed all maintenance of said portions of the Trail.
2. For portions of the Trail that will be located on easements granted by RICHMOND to the Department for placement or construction of the Trail, whether the Trail is at-grade or situated on a structure, the Department will bear responsibility for performing or causing to be performed all maintenance on said portions of the Trail, and any structures upon which it is situated.
3. For portions of the Trail that will be located on right of way or property owned by RICHMOND that will not be the subject of easements to the Department for placement or construction of the Trail, RICHMOND will bear responsibility for performing or causing to be performed all maintenance on said portions of the Trail.
4. For portions of the Trail located on structures owned or maintained by RICHMOND RICHMOND will bear responsibility for performing or causing to be performed all maintenance of said portions of the Trail.

**B. It is the intent of the Parties that financial responsibility for the costs of maintaining the portions of the Trail as noted in Section A will be borne by the Parties as follows:**

1. For portions of the Trail for which the Department bears responsibility for performing or causing to be performed maintenance as set out in subsections A.1. and A.2., the Department will bear all costs of maintenance.
2. For portions of the Trail for which RICHMOND bears responsibility for performing or causing to be performed maintenance as set out in subsections A.3. and A.4., RICHMOND will bear all costs of maintenance. However, to the extent permitted by law and subject to Section D, it is the intent of the Parties that, to the extent that the Trail has been located on right of way for which RICHMOND receives maintenance payments pursuant to §33.2-319 of the *Code of Virginia*, RICHMOND will continue to receive maintenance payments for said right of way.

**C. The Parties agree that this MOA establishes general expectations regarding maintenance of the Fall Line Trail, acknowledge that subsequent agreements setting**

forth more detailed terms and conditions relating to maintenance of the Trail may be necessary prior to or after completion of the Trail's construction, and herein are stating their intent to cooperate in the development of future agreements as may be necessary.

- D. The Parties agree that this MOA and its provisions are subject to state and federal law and regulations as well as policies of the Commonwealth Transportation Board (Policies) and that to the extent laws, regulations or said Policies may require modification of the terms of this MOA or to the extent laws, regulations or said Policies may require modification to effectuate the intentions of the Parties, the Parties will cooperate to modify this MOA or to use their best efforts to effectuate changes in the law, regulations and/or Policies.
- E. Nothing in this MOA shall obligate the Parties hereto to expend or provide any funds except those as shall have been included in an annual or other lawful appropriation for the purposes herein.
- F. The Parties mutually agree and acknowledge, in entering this MOA, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this MOA or to otherwise enforce the terms and conditions of this MOA.
- G. Nothing in this MOA shall be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia.
- H. This MOA may only be modified in writing as agreed to by both Parties.
- I. This MOA may be terminated at any time by either Party, in its discretion upon no less than 120 days advance written notice.
- J. Notices: all notices under this MOA to either Party shall be in writing and forwarded to the other party by U.S. Mail and email, care of the following authorized representatives:

**RICHMOND**

Bobby Vincent  
Director of Public Works  
900 E. Broad Street, Suite 700  
Richmond, Virginia 23219  
Bobby.Vincent@rva.gov

**Department**

Stephen C. Brich, PE.  
Commissioner of Highways  
1401 East Broad Street  
Richmond, Virginia 23219  
stephen.brich@vdot.virginia.gov

IN WITNESSETH WHEREOF, the Parties sign and cause this MOA to be executed by their

duly authorized officers on the dates set forth below.

**CITY OF RICHMOND, VIRGINIA:**

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Approved as to Form:

J. E. Lincoln Saunders



\_\_\_\_\_  
Typed or Printed Name of Signatory

Andrew A. Gore  
Assistant City Attorney

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Commissioner of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name of Signatory