

INTRODUCED: May 22, 2017

AN ORDINANCE No. 2017-105

To authorize the Chief Administrative Officer to accept grant funds in the amount of \$75,000 from the Virginia Land Conservation Foundation and to appropriate the increase to the Fiscal Year 2016-2017 General Fund Budget by increasing estimated revenues and the amount appropriated to a new line item in the Non-Departmental agency called the Enrichmond Foundation line item, for the purpose of making a grant to the Enrichmond Foundation to assist with the costs associated with the acquisition of Vauxhall Island.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUNE 26 2017 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer is authorized to accept grant funds in the amount of \$75,000 from the Virginia Land Conservation Foundation for the purpose of making a grant to the Enrichmond Foundation to assist with the costs associated with the acquisition of Vauxhall Island.

§ 2. That the funds received are hereby appropriated to the General Fund Budget for the fiscal year commencing July 1, 2016, and ending June 30, 2017, by increasing estimated

AYES: 8 NOES: 0 ABSTAIN: 1

ADOPTED: JUNE 26 2017 REJECTED: _____ STRICKEN: _____

revenues by \$75,000, increasing the amount appropriated for expenditures by \$75,000, and allotting to a new line item in the Non-Departmental agency called the Enrichmond Foundation line item the sum of \$75,000 for the purpose of making a grant to the Enrichmond Foundation to assist with the costs associated with the acquisition of Vauxhall Island.

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



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

4-6417

APR 6 2017

Office of the Chief Administrative Officer

O&R REQUEST

DATE: April 5, 2017

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Lenora G. Reid, DCAO, Finance and Administration

THROUGH: John B. Wack Director of Finance

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

THROUGH: Peter L. Downey, Deputy Chief Administrative Officer for Economic Development and Planning

FROM: Mark A. Olinger, Director of Planning & Development Review

SUBJECT: Appropriation of Grant Funds from the Virginia Land Conservation Foundation

ORD. OR RES. No:

RECEIVED

MAY 04 2017

OFFICE OF CITY ATTORN

Handwritten initials and date 5/4/17

Handwritten date 5/4/17

Handwritten initials JBW

Handwritten initials JAB

Handwritten initials PLD 4-6-17

Handwritten signature

PURPOSE: To authorize the Chief Administrative Officer to accept funds in the amount of \$75,000 from the Virginia Land Conservation Foundation (VLCF) and to appropriate the increase to the Fiscal Year 2017 General Fund Budget by increasing estimated revenues and the amount appropriated to the Non-Departmental General Fund Budget by \$75,000 for the purpose of providing a grant to the Enrichmond Foundation.

REASON: The City was awarded a \$75,000 grant award on behalf of the Enrichmond Foundation to help defray the costs to acquire Vauxhall Island, subject to terms and conditions of the grant award. Primary among these is meeting the match requirement and placing Vauxhall Island into a Conservation Easement to provide for perpetual use as public open space.

RECOMMENDATION: The administration recommends adoption of this ordinance.

BACKGROUND: Vauxhall Island consists of 2.82 undeveloped acres near the north bank of the James River in downtown Richmond, just west of the 14th Street Bridge (please see Figure 1). It is part of a chain of low-lying, flood-prone islands west of Mayo Island, the largest island in the area, that represent the last of the 8-mile stretch of the state-designated Scenic River known as Falls of the James. The island is only accessible by water or by way of the Norfolk Southern train

trestle, which is considered trespassing. Vauxhall is zoned as M-1 Light Industrial but possesses limited capacity for commercial use given its location in a floodway. No permanent human dwelling or commercial establishment has been located on the island for more than 150 years, and the only manmade structure currently standing on the island is a single double-sided non-illuminated billboard.

The City of Richmond applied for funding from the Virginia Land Conservation Foundation under the Open Spaces and Parks priority area in order to support the purchase at auction and ensure the long-term conservation of Vauxhall Island, as public open space. Vauxhall Island will be absorbed into the James River Park System - a protected urban wilderness comprised of 600 acres of shoreline and islands which receive more than one million visitors annually - and will remain undeveloped in order to preserve its availability for public recreation, its historical significance, and its use by native aviary and marine wildlife. Monitoring and maintenance of the island will include ultimately removing a double-sided billboard erected by the current owner as well as minimizing unauthorized camping or dwelling among Richmond's homeless population, thereby improving visual appeal and greatly reducing the amount of litter deposited on the island each year.

Vauxhall Island had been owned for the past ten years by Mr. Jess Duboy, who sold it at a sealed bid auction on December 11, 2014. The property was purchased by the Enrichmond Foundation for \$175,000 on January 9, 2015.

A timeline for transition to City ownership, billboard removal, incorporation into the James River Park System, and inclusion within the park system's Conservation Easement will need to be addressed before Grant Funding passes to Enrichmond Foundation.

The planned acquisition of Vauxhall Island is aligned with the City's 2000-2010 Master Plan, which expresses a commitment to "preserve the river's waterways and adjacent riparian lands" as well as "increase public access to the James where appropriate and feasible."

In 2009, a Conservation Easement was placed on 260 of 600 acres of the James River Park System. The Virginia Department of Conservation Resources, the Capitol Region Land Conservancy and the Enrichmond Foundation are the conservation easement holders. This open space and conservation casement, in general, restricts all future development in each parcel, although it does allow for regular maintenance and replacement in kind by the City of Richmond's Department of Parks, Recreation, and Community Facilities. Within two years of City ownership, Vauxhall Island would be folded into this easement, permanently protecting its ecological and historical significance.

FISCAL IMPACT: There is no fiscal impact or cost associated with acceptance and appropriation of this award. The matching funds requirement has already been met by Enrichmond Foundation and no additional City funds or other City resources are required in order to receive the grant.

REVENUE TO CITY: \$75,000

DESIRED EFFECTIVE DATE: Upon Adoption of this ordinance

REQUESTED INTRODUCTION DATE: May 8, 2017

CITY COUNCIL PUBLIC HEARING DATE: June 12, 2017

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance & Economic Development Committee
Meeting, May 15, 2017

CONSIDERATION BY OTHER GOVERNMENTAL AGENCIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCES: N/A

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Vauxhall Island Project Agreement, Site Maps

STAFF: Mark A. Olinger, Director of Planning & Development Review (646-6305)

DCD O&R No.

**THE VIRGINIA LAND CONSERVATION FOUNDATION
GRANT PROGRAM
PROJECT CONTRACTUAL AGREEMENT (ACQUISITION)**

Grant Recipient: City of Richmond
Project Number: VLCF – 136 (15)
Project Title: Vauxhall Island Acquisition
Project Period: Two Years from Execution of Grant Agreement
Project Scope: Acquisition of 2.82+/- acres located in the City of Richmond
Total Project Cost: \$150,000.00
Grant Amount: \$75,000.00 VLCF funds

The Virginia Land Conservation Foundation (VLCF) and the **Grant Recipient** named herein mutually agree to perform this contractual agreement (**Agreement**) in accordance with the Virginia Land Conservation Foundation Act, Virginia Code § 10.1-1017 through § 10.1-1026, the provisions and conditions of the VLCF Grant Manual dated **May 3, 2011**, and with the terms, promises, conditions, plans, specifications, estimates, procedures, **project proposals**, maps and assurances attached hereto or listed below.

The Grant Recipient hereby agrees to provide the following documents to VLCF as deliverables prior to grant disbursement:

1. A survey plat, preferably in digital form, showing the metes and bounds of property.
2. A Phase I Environmental Site Assessment satisfactory to **VLCF**, showing no major or significant environmental problems on the site.
3. Evidence of title – title report showing clear ownership and title to property.
4. An appraisal of the property by a certified appraiser that meets **USPAP** standards.
5. A copy of the draft deed of transfer, the form of which has **been approved** by VLCF.
 - The property must be **dedicated in perpetuity as open-space land under the Open-Space Land Act** (Virginia Code §§ 10.1-1700 to 10.1-1705), **specifying one or more of the purposes described in the Virginia Land Conservation Fund Act**, Virginia Code § 10.1-1020 *et seq.*
6. Verification of eligible expenditures including: settlement statements, copies of invoices, cancelled checks (both sides), etc. These documents must **be provided** before reimbursements will be made.

The following special project terms and conditions are agreed to by the parties hereto:

- VLCF grant funds distributed shall not exceed 50 percent of appraised value, **not to exceed the total grant amount of \$75,000.00.**
- **The form of the deed of transfer must be approved by the Department of Conservation and Recreation on behalf of VLCF prior to recordation.**

- The Grant Recipient must provide a copy of the recorded deed of transfer for which VLCF monies have been awarded, showing the locality, deed book, and page of recordation, to VLCF no later than one month after recordation.
- If the value of another parcel of real property is used as any part of the match for the grant, that parcel must meet the same requirements as identified in 1 through 4 above.
- The Executive Secretary of VLCF reserves the right to seek independent appraisal reviews, at Grant Recipient's expense, on all appraisals prior to reimbursement.
- The Grant Recipient agrees that it will ensure that the property will be made and shall remain accessible to Commonwealth of Virginia staff for site inspection for compliance with the terms of the Virginia Land Conservation Fund Program and will provide judicially enforceable ingress and egress rights therefor. Requests from VLCF for periodic monitoring reports shall be complied with.
- Until project closure, the Grant Recipient shall submit progress reports twice a year to VLCF on status of grant implementation, **with the first report due six months after execution of the Agreement.**
- The parties understand that VLCF funding may be subject to rescission by the General Assembly. In such a case, VLCF reserves the authority to cancel this Agreement.
- The Grant Recipient agrees to contact DCR several months ahead of the desired closing date to ensure that the Department will have sufficient revenue available for reimbursement costs. Reimbursement will not proceed until DCR receives sufficient appropriations for the project.
- This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Commonwealth of Virginia and the Grant Recipient. Nothing contained herein shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Commonwealth of Virginia and the Grant Recipient that any other person or entity receiving benefits under this Agreement shall be deemed an incidental beneficiary only.
- Modification of this Agreement must be in writing and upon approval of both parties.
- Nothing in this Agreement is intended to conflict with current laws or regulations of the Commonwealth of Virginia. If any term of this Agreement is found by any court or other legal authority, or is agreed by the parties to be in conflict with any law or regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this Agreement shall remain in full force and effect.
- This Agreement and any exhibits and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
- The terms of this Agreement, as modified with the consent of all parties, will remain in effect until two years after execution of this Agreement, after which time it may be extended for one year by written agreement of all parties. Either party may terminate this Agreement upon thirty (30) days' advance written notice to the other party.

In witness whereof, the parties hereto have executed this contractual agreement as of the dates

entered below. This Agreement shall be in effect from the date of execution by both parties until two years after execution of this Agreement, or until its termination by agreement of both parties.

**The Virginia Land Conservation Foundation
Commonwealth of Virginia**

By _____

Date _____

Clyde E. Cristman
Executive Secretary

Grant Recipient: City of Richmond

By _____

Date _____

[Signature]

Please print name here: _____

Title _____

Figure 1

Vauxhall Island



Vauxhall Island

City of Richmond
Department of
Planning &
Development
Review - RFM

May 2016



100

Feet



Figure 1

Vauxhall Island



City of Richmond
Department of
Planning &
Development
Review - RFM

May 2016

