

INTRODUCED: February 14, 2022

AN ORDINANCE No. 2022-038

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$4,122,214.00 from the Virginia Department of Transportation, to amend Ord. No. 2021-042, adopted May 24, 2021, which accepted a program of proposed Capital Improvement Projects for Fiscal Year 2021-2022 and the four fiscal years thereafter, adopted a Capital Budget for Fiscal Year 2021-2022, and determined a means of financing the same, by establishing a new project for the Department of Public Works in the Transportation Category called the James River Branch Trail (JRBT) project, and to appropriate the increase to the Fiscal year 2021-2022 Capital Budget by increasing estimated revenues and the amount appropriated to the Department of Public Works' James River Branch Trail (JRBT) project in the Transportation Category by \$4,122,214.00 for the purpose of funding the implementation of the James River Branch Trail project from West 49th Street to its intersection with Hopkins Road.

Patrons – Mayor Stoney and Ms. Lynch

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, is authorized to accept funds in the amount of \$4,122,214.00 from the Virginia Department of Transportation for the purpose of funding the implementation of the James River Branch Trail project from West 49th Street to its intersection with Hopkins Road.

AYES: 9 NOES: 0 ABSTAIN:

ADOPTED: FEB 28 2022 REJECTED: STRICKEN:

§ 2. That Ordinance No. 2021-042, adopted May 24, 2021, which accepted a program of proposed Capital Improvement Projects for the fiscal year commencing July 1, 2021, and ending June 30, 2022, and the four fiscal years thereafter, adopted a Capital Budget for the fiscal year commencing July 1, 2021, and ending June 30, 2022, and determined a means of financing the same, be and is hereby amended by establishing a new project for the Department of Public Works in the Transportation Category called the James River Branch Trail (JRBT) project for the purpose of funding the implementation of the James River Branch Trail project from West 49th Street to its intersection with Hopkins Road.

§ 3. That the funds received from the Virginia Department of Transportation are hereby appropriated to the Capital Budget for the fiscal year commencing July 1, 2021, and ending June 30, 2022, by increasing estimated revenues by \$4,122,214.00, increasing the amount appropriated for expenditures by \$4,122,214.00, and allotting to the Department of Public Works' James River Branch Trail (JRBT) project in the Transportation Category the sum of \$4,122,214.00 for the purpose of funding the implementation of the James River Branch Trail project from West 49th Street to its intersection with Hopkins Road.

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

A TRUE COPY:
TESTE:
Amelia D. Reed
City Clerk



DEPARTMENT OF PUBLIC WORKS

O&R REQUEST

DATE: January 7, 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 & Strategic Planning

THROUGH: Robert C. Steidel; Deputy Chief Administrative Officer - Operations

THROUGH: Bobby Vincent Jr.; Director of Public Works

FROM: M. S. Khara, PE, City Engineer

RE: TO AMEND THE FY 2022 ADOPTED CAPITAL IMPROVEMENT PROGRAM BUDGET AND TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO ACCEPT AND APPROPRIATE \$4,122,214 FROM THE COMMONWEALTH OF VIRGINIA FOR THE JAMES RIVER BRANCH TRAIL (JRBT) PROJECT

ORD. OR RES. No. _____

PURPOSE: To amend Ord. No. 2021-042 adopted May 24, 2021, which adopted the Capital Improvement Plan for fiscal year 2022 and to authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the total amount of \$4,122,214 from the Commonwealth of Virginia and appropriate the revenue for the purpose of funding the James River Branch Trail (JRBT) project, Award # New.

REASON: To accept and appropriate \$4,122,214 from the Commonwealth of Virginia for the purpose of implementing of the James River Branch Trail (JRBT) project.

RECOMMENDATION: The Department of Public Works recommends approval of this ordinance.

BACKGROUND: The City of Richmond developed the concept for the James River Branch Rail-Trail more than a decade ago. The project will construct a shared-use path and greenway along the abandoned James River Branch Railroad corridor, located in Council Districts 5 and 8, in Southside Richmond. The JRBT will be a paved, shared-use path for bicyclists and pedestrians,

extending from 49th Street to Hopkins Road. Future extensions are conceived contingent upon availability of additional segments of the abandoned railroad corridor and the funding.

The JRBT will connect to, and provide access to multiple neighborhoods along the corridor. The path and greenway will serve pedestrians, including those with mobility impairments, bicyclists, and other non-motorized users as both an active-transportation and recreational facility, linking a number of underserved communities and providing needed greenspace. Further, this facility would link to the expanding network of bicycle and pedestrian facilities being developed by the City, including the Fall Line Trail which is receiving significant funding from the Commonwealth. Implementation of the JRBT project has remained idle due to the costs of acquiring the parcels from CSX which will be provided with this funding.

Design and construction of the JRBT will be funded by \$9,000,000 in 100% reimbursable Federal funds with \$4.5 million allocated in both FY22 and FY23 from the American Recovery Plan Act (ARPA). The Commonwealth of Virginia is providing the additional \$4,122,214 (the purpose of this paper) for the purchase of CSX railroad right-of-way. Total project cost is estimated at \$13,124,714. VDOT allocations are \$4,124,714 which is reduced by VDOT Admin cost of \$2,500 for the net amount to receive \$4,122,214.

FISCAL IMPACT / COST: None. The Commonwealth of Virginia is providing \$4,122,214 100% reimbursable Federal funding for this project which will supplement \$9million ARPA funds.

FISCAL IMPLICATIONS: The addition of these funds will allow the Department of Public Works to implement all phases of the JRBT project.

BUDGET AMENDMENT NECESSARY: Yes. This request amends the Adopted FY2022-26 Capital Improvement Program (CIP) and appropriates \$4,122,214 to the James River Branch Trail Project - Award # New.

REVENUE TO CITY: \$4,122,214 in 100% reimbursable federal funds.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: February 14, 2022

CITY COUNCIL PUBLIC HEARING DATE: February 28, 2022

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Planning Commission

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Parks, Recreation, and Community Facilities; Department of Public Works; Office of the City Attorney; Department of Public Utilities; Finance Department; Budget and Strategic Planning ;Copies also sent to: City Mayor (Levar M. Stoney);

Chief Administrative Officer (Lincoln Saunders); and Robert C. Steidel, Deputy CAO of Operations; City Attorney's office

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord. No. 2021-042 – adopting FY22 CIP; Ord. 2021-291- appropriating ARPA funds; Companion paper to execute the standard City/State Project Agreement.

REQUIRED CHANGES TO WORK PROGRAM(S): Maintenance costs are expected in the future years after construction is completed.

ATTACHMENTS: City/State Project Administration Agreement

STAFF: Jakob Helmboldt, Pedestrian, Bicycle & Trails Coordinator, DPW, 646-6584
Ryan Rinn, Economic Development Business Services Manager, DPRCF, 646-4743

STANDARD PROJECT ADMINISTRATION AGREEMENT

Federal-aid Projects

Project Number	UPC	Local Government
U000-127-111	118943	City of Richmond

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20__, by and between the CITY of RICHMOND, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the "Parties".

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
 - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the LOCALITY expends over \$750,000 annually in federal funding, such certification shall include a copy of

the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
 - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT's FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, 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 Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.
10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

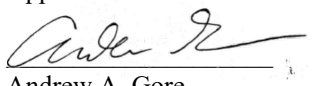
THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF RICHMOND, VIRGINIA:

<hr/>		Approved as to Form:
J. E. Lincoln Saunders		
Typed or printed name of signatory		Andrew A. Gore
Chief Administrative Officer		Assistant City Attorney
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Title		Date
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Signature of Witness		Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

<hr/>	
Chief of Policy	Date
Commonwealth of Virginia	
Department of Transportation	
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Signature of Witness	Date

Attachments

Appendix A (UPC 118943)

Appendix A

Date: 1/7/2022

Project Number: U000-127-111 UPC: 118943 CFDA # 20.205 Locality: City of Richmond

Project Location ZIP+4: 23225-4767	Locality DUNS # 003133840	Locality Address (incl ZIP+4): 900 East Broad Street Richmond, VA 23219-1907
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Project Narrative

Work Description:	James River Branch - Rail to Trail Greenway - The James River Branch Trail is a 2-mile shared-use path along abandoned CSX ROW in Richmond, VA. It extends from the Forest View neighborhood near 49th Street to George Wythe High School to McGuire VA Hospital to Hopkins Road.
From:	Hopkins Road
To:	W 49th Street
Locality Project Manager Contact info:	Jakob Helmboldt 804-646-7141 Jakob.Helmboldt@rva.gov
Department Project Coordinator Contact Info:	James Maiden 804-381-1047 james.maiden@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$902,000	\$4,721,214	\$7,201,280	\$12,824,494
Estimated VDOT Project Expenses	\$75,000	\$2,500	\$222,720	\$300,220
Estimated Total Project Costs	\$977,000	\$4,723,714	\$7,424,000	\$13,124,714

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$977,000	Local Funds	100%	\$977,000	\$0	
				\$0	\$0	
Total PE	\$977,000			\$977,000	\$0	\$0
Right of Way & Utilities	\$4,124,714	Safety Incentive Funds	0%	\$0	\$4,124,714	
	\$599,000	Local Funds	100%	\$599,000	\$0	
				\$0	\$0	
Total RW	\$4,723,714			\$599,000	\$4,124,714	\$4,122,214
Construction	\$7,424,000	Local Funds	100%	\$7,424,000	\$0	
				\$0	\$0	
Total CN	\$7,424,000			\$7,424,000	\$0	\$0
Total Estimated Cost	\$13,124,714			\$9,000,000	\$4,124,714	\$4,122,214

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$4,124,714

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$4,122,214

Project Financing

					Aggregate Allocations
Safety Incentive Funds	Local Funds				
\$4,124,714	\$9,000,000				\$13,124,714

Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$4,124,714
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the Project be altered by the LOCALITY subsequent to Project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT.
- At PE Authorization, VDOT will invoice the LOCALITY for their share of the project costs. The LOCALITY shall make one lump sum payment in the amount of \$75,000, to VDOT, no later than 30 days after receipt of VDOT's invoice.
- After Construction Award, VDOT will invoice the LOCALITY for their share of the project costs. The LOCALITY shall make one lump sum payment in the amount of \$222,720, to VDOT, no later than 30 days after receipt of VDOT's invoice, and prior to the occurrence of any Construction work.

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Authorized Locality Official

Date

Authorized VDOT Official

Date

Typed or printed name of person signing

Typed or printed name of person signing